

REGULAR COMMISSION MEETING AGENDA
TUESDAY, OCTOBER 27, 2015
6:30 P.M.

- A. CALL TO ORDER** – Mayor Chris Williams
- B. INVOCATION** – Pastor Nicole Schwartz, First United Methodist Church
- C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**
- D. REVIEW OF AGENDA**
- E. CONSENT AGENDA**
 - 1. Regular City Commission Meeting Minutes – Tuesday, October 13, 2015
 - 2. 2015 Appropriation Ordinance No. AO-15-19 – \$5,563,819.13
 - 3. Ordinance No. G-15-06 – Second Reading of an Ordinance to exclude certain property from the city limits of Coffeyville (former Royal Motors property).
 - 4. Ordinance No. G-15-07 – Second Reading of an Ordinance to vacate certain rights of way and public utility easements for Tessengerlo-Kerley.
 - 5. 2015 Appropriation Ordinance No. AO-15-19A – (Taylor Crane) \$ 2,818.94
- REGULAR AGENDA ITEMS**
- F. PUBLIC HEARING(s), SPECIAL PRESENTATION(s), & PROCLAMATION(s).**
 - 1. Proclamation for Buddy Poppy Day.
 - 2. Swearing in ceremony for Police Chief Kwin Bromley.
- 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-15-08 – Second Reading of an Ordinance to issue industrial revenue bonds for Niel Hotel.
- I. NEW BUSINESS**
 - 1. Resolution No. R-15-129 – A Resolution to execute a Federal Fund Exchange Agreement with the Kansas Department of Transportation.
 - 2. Resolution No. R-15-130 – A Resolution to execute an agreement with Montgomery County to share in the cost of updating Pictometry aerial imagery.
 - 3. Resolution No. R-15-131 – A Resolution to execute an agreement with Keystone Electrical for a metering and relaying panel for the Electric Utility.
 - 4. Resolution No. R-15-132 – A Resolution to execute a tower/land lease agreement with the City of Dearing for tower space for installation of wireless equipment.
 - 5. Discussion on Resolution No. R-15-133 – A Resolution to adopt guidelines for citizen participation at City Commission meetings.

REGULAR COMMISSION MEETING AGENDA
TUESDAY, OCTOBER 27, 2015

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6. Resolution No. R-15-134 – A Resolution to execution a dedication for a public street with RSI Home Products Manufacturing.
7. Resolution No. R-15-135 – A Resolution to execute a temporary easement agreement with RSI Home Products Manufacturing.
8. City Manager Report
9. Comments from Commissioners and Staff

J. EXECUTIVE SESSION(s)

K. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Building permit reports
2. CRC report

L. ADJOURN

REGULAR COMMISSION MEETING MINUTES
TUESDAY, OCTOBER 13, 2015
6:30 P.M.

The Board of Commissioners met in Regular Session at 6:30 p.m. with Mayor Chris Williams and Vice Mayor Justin Martin presiding.

Present:

MAYOR CHRIS WILLIAMS
COMMISSIONER MARCUS KASTLER
COMMISSIONER JUSTIN MARTIN
COMMISSIONER JIM C. TAYLOR, JR

Absent:

COMMISSIONER CRAIG POWELL

City Staff in attendance were:

CITY MANAGER KENDAL FRANCIS
CITY CLERK CINDY PRICE
CITY ATTORNEY PAUL KRITZ
FINANCE DIRECTOR STEPHANIE RICHARDSON
IT TECHNICIAN RAY HEINZ
ELECTRIC UTILITY DIRECTOR GENE RATZLAFF
ELECTRIC UTILITY DEPUTY DIRECTOR MIKE SHOOK
PUBLIC WORKS DIRECTOR CHUCK SHIVELY
PUBLIC WORKS DEPUTY DIRECTOR JIM BRADSHAW
ENGINEERING SUPERINTENDENT THOMAS OSBORN
FIRE CHIEF JAMES GRIMMETT
POLICE CHIEF KWIN BROMLEY
ASSISTANT TO CITY MANAGER TRISHA PURDON

- A. CALL TO ORDER** – Mayor Chris Williams
- 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, September 22, 2015
 - 2. 2015 Appropriation Ordinance No. AO-15-18 – \$2,166,831.85
 - 4. Ordinance No. G-15-04 – Second Reading of an Ordinance to adopt the 2015 Standard Traffic Ordinance.
 - 5. Ordinance No. G-15-05 – Second Reading of an Ordinance to adopt the 2015 Uniform Public Offense Code.

MOTION: Move to approve the consent agenda as presented.

ACTION: WILLIAMS SECOND: MARTIN
ALL AYE EXCEPT POWELL WHO WAS ABSENT

3. 2015 Appropriation Ordinance No. AO-15-18A – (Taylor Crane) \$ 15.00

MOTION: Move to approve Appropriation Ordinance No. AO-15-18A.

ACTION: WILLIAMS SECOND: MARTIN
ALL AYE EXCEPT POWELL WHO WAS ABSENT AND TAYLOR
WHO ABSTAINED.

REGULAR AGENDA ITEMS

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

1. Public Hearing – De-annexation of the former Royal Motors property.
 - City Attorney Paul Kritz stated Kevin and Jessica Rucker purchased two separate properties adjacent to one another; when combining the two parcels it was determined two acres along Highway 169 was annexed by the City when it was owned by Royal Motors. The state purchased the property for the highway expansion. De-annexing the property will allow the Ruckers to combine the two properties. Kevin Rucker spoke to the Commission stating he purchased the property in 2014.
 - There were no comments from the public.
2. Ordinance No. S-15-06 – First Reading of an Ordinance to exclude certain property from the city limits of Coffeyville (former Royal Motors property).

MOTION: Move to approve Ordinance No. G-15-06 for First Reading.

ACTION: WILLIAMS SECOND: TAYLOR
ALL AYE EXCEPT POWELL WHO WAS ABSENT.

3. Public Hearing – Vacation of certain right of way and public utility easements for Tessenderlo-Kerley.
 - Engineering Superintendent Thomas Osborn stated the city has three easements inside the Tessenderlo Kerley plant; they have requested the easements be vacated to allow for a plant expansion.
 - There were no comments from the public.
4. Ordinance No. S-15-07 – First Reading of an Ordinance to vacate certain rights of way and public utility easements for Tessenderlo-Kerley.

MOTION: Move to approve Ordinance No. S-15-07 for First Reading.

ACTION: WILLIAMS SECOND: MARTIN
ALL AYE EXCEPT POWELL WHO WAS ABSENT.

5. Public Hearing – Issue \$6,200,000 in Industrial Revenue Bonds for Niel Hotel.
 - Sarah Steel representing Gllmore & Bell stated in May, 2014, the Commission approved issuing IRB's for Niel Hotel for the acquisition, construction and opening of a Holiday Inn Express at 8th and Northeast. Since that time, the project has expanded and the cost of construction has increased to \$6.2 million. Niel is therefore requesting another public hearing incorporating the increased costs. The city is only a conduit for the bonds and there is no obligation by the city to pay bondholders, and the bonds do not

count toward the City's debt limit. Industrial revenue bonds allow for a tax abatement; the hotel has requested seven years, and the hotel gets a sales tax exemption. Kyle Groves, Director of Operations for the hotel, stated they are planning to break ground by November 15.

- There were no comments from the public.

6. Ordinance No. S-15-08 – First Reading of an Ordinance to issue industrial revenue bonds for Niel Hotel.

MOTION: Move to approve Ordinance No. S-15-08 for First Reading.

ACTION: TAYLOR SECOND: WILLIAMS
ALL AYE EXCEPT POWELL WHO WAS ABSENT.

7. Presentation on pictometry.

- Christian Stitz representing Pictometry discussed with commissioners the aerial photography project which Montgomery County is undertaking. Pictometry plans to fly the entire county; if the City of Coffeyville participates, they will use a higher resolution for the Coffeyville area. Angie Wright, Montgomery County Appraiser, and Kris Bilby, Montgomery County GIS coordinator, spoke about the benefits to the cities and individuals of having the program, and it would be available to individuals to utilize through a website. The cost to the county is \$78,000 over three years; the City's portion would be approximately \$9,000.

G. COMMENTS FROM THE PUBLIC

- Martha Bobek, representing the Parks Advisory Board, stated there will be a Pfister park clean up on Sunday, October 18, 2-4 p.m.

H. OLD BUSINESS

I. NEW BUSINESS

1. Resolution No. R-15-120 – A Resolution to amend the bylaws of the Senior Citizen Activity Center to change board membership from six members to five.

- City Attorney Paul Kritz stated this will change the board membership on the Senior Citizen Activity Center from six to five per the commissioners request.

MOTION: Move to approve Resolution No. R-15-120 for adoption.

ACTION: KASTLER SECOND: MARTIN
ALL AYE EXCEPT POWELL WHO WAS ABSENT.

2. Resolution No. R-15-121 – A Resolution to approve the functional classification of streets in the City of Coffeyville.

- Engineering Superintendent Thomas Osborn stated in March, 2014, city staff met with representatives of the Kansas Department of Transportation to review and update the functional classification of the city streets to meet the new guidelines for the federal highway system.

MOTION: Move to approve Resolution No. R-15-121 for adoption.

ACTION: MARTIN SECOND: TAYLOR
ALL AYE EXCEPT POWELL WHO WAS ABSENT.

3. Resolution No. R-15-122 – A Resolution to authorize the submission of the 2017 KLINK Project Programming request to the Kansas Department of Transportation.
- Engineering Superintendent Thomas Osborn stated the City was notified on September 17 the 2017 KLINK project which is a full depth concrete rehabilitation from Overlook west to the city limits and the 2018 geometric improvement which is a reconstruction of the intersection of 11th & Williw were both approved. This paperwork assures the state the City will have the matching funds available.

MOTION: Move to approve Resolution No. R-15-122 for adoption.

ACTION: MARTIN SECOND: TAYLOR
ALL AYE EXCEPT POWELL WHO WAS ABSENT.

4. Resolution No. R-15-123 – A Resolution to authorize the submission of the 2018 Geometric Improvement Project Programming request to the Kansas Department of Transportation.

MOTION: Move to approve Resolution No. R-15-123 for adoption.

ACTION: TAYLOR SECOND: MARTIN
ALL AYE EXCEPT POWELL WHO WAS ABSENT.

5. Ordinance No. G-15-06 – Discussion

- City Manager Kendal Francis stated this is a draft of the weed ordinance which has been revised to avoid inconsistencies and make it clearer. It will define areas which would be exempted from the 12 inch height such as property within flood zones or storm water drainage areas, abandoned rail spurs and undeveloped commercial or industrial parcels. Commissioner Taylor wants to have more time to review the ordinance or have a work session and wants to drive around and look at some of the properties affected. Williams suggested the ordinance be brought back to the commission at the November 10 meeting.
- Jim C. Taylor, Sr., stated this is not a grass problem; it is an enforcement problem.
- Martin Meek, Jr., M & M, stated he is in agreement there are many industries who do not need to mow their entire area.
- Commissioner Justin Martin requested the wording obnoxious vegetable growth be removed from the ordinance.

6. Resolution No. R-15-124 – A Resolution to execute an amendment to the administrative consulting services agreement with Southeast Kansas Regional Planning Commission.

- Public Works Director Chuck Shively stated the Department of Commerce is requesting we amend the agreement with the Southeast Kansas Regional Planning Commission to reflect the new way they want to pay for administrative services. SEKRPC is administering CDBG which will replace sidewalks, driveway entrances and curb and gutter.

MOTION: Move to approve Resolution No. R-15-124 for adoption.

ACTION: MARTIN SECOND: KASTLER
ALL AYE EXCEPT POWELL WHO WAS ABSENT.

7. Resolution No. R-15-125 – A Resolution to purchase two 69 kV outdoor breakers for the Electric Utility.

- Electric Utility Deputy Director Mike Shook stated quotes were requested for two 69 kV breakers for the Electric Utility. One breaker will be used for the new generation facility and one will be used at a substation. Four bids were received with Kriz Davis being the low bidder at \$77,593.08.

MOTION: Move to approve Resolution No. R-15-125 for adoption.

ACTION: MARTIN SECOND: TAYLOR
ALL AYE EXCEPT POWELL WHO WAS ABSENT.

8. Resolution No. R-15-126 – A Resolution to execute an agreement with Valmont Industries for substation steel for the Electric Utility.

- Electric Utility Deputy Director Mike Shook stated four proposals were received for substation steel for the new generation facility. Valmont Industries was the low bidder at \$56,876.92.

MOTION: Move to approve Resolution No. R-15-126 for adoption.

ACTION: KASTLER SECOND: MARTIN
ALL AYE EXCEPT POWELL WHO WAS ABSENT.

9. Resolution No. R-15-127 – A Resolution to execute an agreement with Mid America Pump for a fire water pump for the Electric Utility.

- Electric Utility Deputy Director Mike Shook stated two proposals were received to supply fire water pumps at the new generation facility. Mid-America Pump was the low bidder at \$83,745.83.

MOTION: Move to approve Resolution No. R-15-127 for adoption.

ACTION: MARTIN SECOND: TAYLOR
ALL AYE EXCEPT POWELL WHO WAS ABSENT.

10. Resolution No. R-15-128 – A Resolution to purchase two trucks for the Electric Utility.

- Electric Utility Director Gene Ratzlaff stated bids were requested for a regular cab truck for the electric utility deputy director to replace a 2001 Chevrolet Tahoe and for a crew cab truck used by various staff to replace a 1997 Jeep Cherokee. The low bid was Mid-West Superstore in Hutchinson at \$61,745.95. Mayor Williams asked about the local vendor preference if the truck were purchased from Quality Motors. The procurement policy has a 5% local vendor preference; Quality Motors is \$600 higher. Taylor was concerned about spending the additional money.

ACTION: WILLIAMS SECOND: TAYLOR
ALL AYE EXCEPT POWELL WHO WAS ABSENT.

1. Sales tax report
2. Award announcement of 2016 Edward J. Byrne Memorial Justice Assistance Grant for communication equipment.

**REGULAR COMMISSION MEETING MINUTES
TUESDAY, OCTOBER 13, 2015**

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L. ADJOURN

MOTION: Move to adjourn.

ACTION: WILLIAMS SECOND: MARTIN
ALL AYE EXCEPT POWELL WHO WAS ABSENT.

Time the meeting was adjourned: 9:55 p.m.

Date the minutes were approved: _____

Cindy Price, City Clerk

**City of Coffeyville
Department Codings**

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

City of Coffeyville
Payroll Distribution Summary
AO-15-19

<u>Type</u>	<u>Date</u>	<u>Amount</u>
Bi-Weekly	October 11, 2015	\$ 366,556.73
	Total Payroll	\$ 366,556.73

PACKET: 02692 AO-15-19 10.27.15 PAYABL

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	
=====							
01-51607	ABSOLUTAIRE, INC.						
I-29826/27-2		20% PRODUCTION-VENT FANS	45,037.60				
10/07/2015	AP	DUE: 10/07/2015 DISC: 10/07/2015		1099: N			
		20% PRODUCTION-VENT FANS		890 5-030-862	PLANT IMPROVEMENTS	45,037.60	
		PROJ: GEN-EQUIP NEW GENERATION PROJECT			EQUIPMENT EXPENDITURES		
		=== VENDOR TOTALS ===	45,037.60				
=====							
01-50162	AETHER DBS LLC						
I-20215		PAY #2 FUEL GAS DEWPOINT HTR	20,806.40				
8/31/2015	AP	DUE: 8/31/2015 DISC: 8/31/2015		1099: N			
		PAY #2 FUEL GAS DEWPOINT HTR		890 5-030-862	PLANT IMPROVEMENTS	20,806.40	
		PROJ: GEN-EQUIP NEW GENERATION PROJECT			EQUIPMENT EXPENDITURES		
		=== VENDOR TOTALS ===	20,806.40				
=====							
01-02910	AIRGAS USA, LLC						
I-9930501315		CYLINDER RENTAL	73.55				
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N			
		CYLINDER RENTAL		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	73.55	
		=== VENDOR TOTALS ===	73.55				
=====							
01-50285	ALLEN MONUMENTS LLC						
I-201510202782		VAULT SETTING FEE	350.00				
9/30/2015	AP	DUE: 9/30/2015 DISC: 9/30/2015		1099: N			
		VAULT SETTING FEE		010 5-163-478	PROFESSIONAL SERVICES	350.00	
		=== VENDOR TOTALS ===	350.00				
=====							
01-50300	ALLGEIER, MARTIN & ASSOCIATES,						
I-COFF6115-915		9/15 SANTA FE REBUILD	241.50				
10/06/2015	AP	DUE: 11/05/2015 DISC: 11/05/2015		1099: N			
		9/15 SANTA FE REBUILD		810 5-020-478	PROFESSIONAL SERVICES	241.50	
		PROJ: ELE-SANTA FE ELECTRIC PROJECTS			SANTA FE DISTRIBUTION LINE		
		=== VENDOR TOTALS ===	241.50				

PACKET: 02692 AO-15-19 10.27.15 PAYABL

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
=====						
01-00123	AMAZON.COM					
C-007441767983		RETURN OUTDOOR ANTENNA	134.90CR			
9/12/2015	AP	DUE: 9/12/2015 DISC: 9/12/2015		1099: N		
		RETURN OUTDOOR ANTENNA		500 5-310-845	OFFICE FURNITURE & EQUIP	134.90CR
C-007443107722		RETURN OUTDOOR ANTENNA	134.90CR			
9/12/2015	AP	DUE: 9/12/2015 DISC: 9/12/2015		1099: N		
		RETURN OUTDOOR ANTENNA		500 5-310-845	OFFICE FURNITURE & EQUIP	134.90CR
C-007447490887		RETURN OUTDOOR ANTENNA	134.90CR			
9/12/2015	AP	DUE: 9/12/2015 DISC: 9/12/2015		1099: N		
		RETURN OUTDOOR ANTENNA		500 5-310-845	OFFICE FURNITURE & EQUIP	134.90CR
C-007447509247		RETURN OUTDOOR ANTENNA	134.90CR			
9/12/2015	AP	DUE: 9/12/2015 DISC: 9/12/2015		1099: N		
		RETURN OUTDOOR ANTENNA		500 5-310-845	OFFICE FURNITURE & EQUIP	134.90CR
C-007447811829		RETURN OUTDOOR ANTENNA	134.90CR			
9/12/2015	AP	DUE: 9/12/2015 DISC: 9/12/2015		1099: N		
		RETURN OUTDOOR ANTENNA		500 5-310-845	OFFICE FURNITURE & EQUIP	134.90CR
C-156755141605		RETURN ADAPTER	11.98CR			
8/21/2015	AP	DUE: 8/21/2015 DISC: 8/21/2015		1099: N		
		RETURN ADAPTER		500 5-310-845	OFFICE FURNITURE & EQUIP	11.98CR
I-007440273001		OUTDOOR ANTENNA	134.90			
9/03/2015	AP	DUE: 9/03/2015 DISC: 9/03/2015		1099: N		
		OUTDOOR ANTENNA		500 5-310-845	OFFICE FURNITURE & EQUIP	134.90
I-007441731250		OUTDOOR ANTENNA	134.90			
9/03/2015	AP	DUE: 9/03/2015 DISC: 9/03/2015		1099: N		
		OUTDOOR ANTENNA		500 5-310-845	OFFICE FURNITURE & EQUIP	134.90
I-007442742014		OUTDOOR ANTENNA	134.90			
9/04/2015	AP	DUE: 9/04/2015 DISC: 9/04/2015		1099: N		
		OUTDOOR ANTENNA		500 5-310-845	OFFICE FURNITURE & EQUIP	134.90
I-007443683897		OUTDOOR ANTENNA	134.90			
9/04/2015	AP	DUE: 9/04/2015 DISC: 9/04/2015		1099: N		
		OUTDOOR ANTENNA		500 5-310-845	OFFICE FURNITURE & EQUIP	134.90
I-007446239358		OUTDOOR ANTENNA	134.90			
9/03/2015	AP	DUE: 9/03/2015 DISC: 9/03/2015		1099: N		
		OUTDOOR ANTENNA		500 5-310-845	OFFICE FURNITURE & EQUIP	134.90
I-015652699029		DRUM UNIT	35.95			
9/28/2015	AP	DUE: 9/28/2015 DISC: 9/28/2015		1099: N		
		DRUM UNIT		010 5-017-550	OFFICE SUPPLIES	35.95

PACKET: 02692 AO-15-19 10.27.15 PAYABL

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00123	AMAZON.COM	(** CONTINUED **)				
I-041552737257		HEADLAMPS	89.40			
8/17/2015	AP	DUE: 8/17/2015 DISC: 8/17/2015		1099: N		
		HEADLAMPS		800 5-020-680	VEHICLE-PARTS	89.40
		PROJ: V -978 VEHICLE			ELEC-2004 CHEVROLET IMPALA	
I-063215995898		LABEL MAKER	156.80			
8/11/2015	AP	DUE: 8/11/2015 DISC: 8/11/2015		1099: N		
		LABEL MAKER		500 5-310-845	OFFICE FURNITURE & EQUIP	156.80
I-114584481224		FIBER SPLICE SLEEVES	38.40			
8/28/2015	AP	DUE: 8/28/2015 DISC: 8/28/2015		1099: N		
		FIBER SPLICE SLEEVES		720 5-000-850	OTHER EQUIPMENT	38.40
I-126752905811		VIDEO ADAPTERS	11.98			
8/17/2015	AP	DUE: 8/17/2015 DISC: 8/17/2015		1099: N		
		VIDEO ADAPTERS		500 5-310-845	OFFICE FURNITURE & EQUIP	11.98
I-140499965859		VIDEO ADAPTERS	11.48			
8/20/2015	AP	DUE: 8/20/2015 DISC: 8/20/2015		1099: N		
		VIDEO ADAPTERS		500 5-310-845	OFFICE FURNITURE & EQUIP	11.48
I-150032216089		NETWORK CAMERA	133.29			
9/24/2015	AP	DUE: 9/24/2015 DISC: 9/24/2015		1099: N		
		NETWORK CAMERA		500 5-310-845	OFFICE FURNITURE & EQUIP	133.29
I-165144691066		VELCRO STRIPS	20.40			
8/31/2015	AP	DUE: 8/31/2015 DISC: 8/31/2015		1099: N		
		VELCRO STRIPS		720 5-000-520	DEPARTMENT SUPPLIES	20.40
I-178760266094		LIGHT METER FOR FIBER TESTING	79.99			
8/29/2015	AP	DUE: 8/29/2015 DISC: 8/29/2015		1099: N		
		LIGHT METER FOR FIBER TESTING		500 5-310-845	OFFICE FURNITURE & EQUIP	79.99
I-205790629729		22" MONITOR-TREASURER	145.88			
9/30/2015	AP	DUE: 9/30/2015 DISC: 9/30/2015		1099: N		
		22" MONITOR-TREASURER		500 5-310-845	OFFICE FURNITURE & EQUIP	145.88
I-205791957637		PRINTER-TREASURER	259.99			
9/30/2015	AP	DUE: 9/30/2015 DISC: 9/30/2015		1099: N		
		PRINTER-TREASURER		500 5-310-845	OFFICE FURNITURE & EQUIP	259.99
I-215030220056		FIRST AID KIT	23.61			
9/14/2015	AP	DUE: 9/14/2015 DISC: 9/14/2015		1099: N		
		FIRST AID KIT		010 5-091-570	SAFETY EQUIPMENT	23.61
I-243699868089		VIDEO CABLE	14.48			
10/06/2015	AP	DUE: 10/06/2015 DISC: 10/06/2015		1099: N		
		VIDEO CABLE		500 5-310-845	OFFICE FURNITURE & EQUIP	14.48

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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	
=====							
01-00123	AMAZON.COM	(** CONTINUED **)					
I-253509938601		VIDEO SWITCH	16.99				
8/12/2015	AP	DUE: 8/12/2015 DISC: 8/12/2015		1099: N			
		VIDEO SWITCH		500 5-310-845	OFFICE FURNITURE & EQUIP	16.99	
I-256570354530		LABELS FOR LABEL MAKER	9.45				
8/11/2015	AP	DUE: 8/11/2015 DISC: 8/11/2015		1099: N			
		LABELS FOR LABEL MAKER		500 5-310-845	OFFICE FURNITURE & EQUIP	9.45	
I-256571579014		LABELS FOR LABEL MAKER	26.46				
8/11/2015	AP	DUE: 8/11/2015 DISC: 8/11/2015		1099: N			
		LABELS FOR LABEL MAKER		500 5-310-845	OFFICE FURNITURE & EQUIP	26.46	
I-270992264049		ROUTERS FOR TESTING	63.83				
9/02/2015	AP	DUE: 9/02/2015 DISC: 9/02/2015		1099: N			
		ROUTERS FOR TESTING		720 5-000-850	OTHER EQUIPMENT	63.83	
I-271294809594		DOCUMENT SCANNER X 2	749.98				
9/11/2015	AP	DUE: 9/11/2015 DISC: 9/11/2015		1099: N			
		DOCUMENT SCANNER X 2		500 5-310-845	OFFICE FURNITURE & EQUIP	749.98	
I-272539357232		CAMERA FOR COMMISSION ROOM	271.49				
8/12/2015	AP	DUE: 8/12/2015 DISC: 8/12/2015		1099: N			
		CAMERA FOR COMMISSION ROOM		500 5-310-845	OFFICE FURNITURE & EQUIP	271.49	
I-2732772122441		HARD DRIVE X 2	247.41				
8/25/2015	AP	DUE: 8/25/2015 DISC: 8/25/2015		1099: N			
		HARD DRIVE X 2		500 5-310-845	OFFICE FURNITURE & EQUIP	247.41	
I-298010911076		CABLES FOR ANTENNA	45.00				
8/31/2015	AP	DUE: 8/31/2015 DISC: 8/31/2015		1099: N			
		CABLES FOR ANTENNA		720 5-000-850	OTHER EQUIPMENT	45.00	
I-300186363161		FIBER COUPLERS, PATCH CABLE	30.37				
8/25/2015	AP	DUE: 8/25/2015 DISC: 8/25/2015		1099: N			
		FIBER COUPLERS, PATCH CABLE		500 5-310-845	OFFICE FURNITURE & EQUIP	30.37	
I-301670069812		DROP CABLE SPLITTER	36.83				
9/04/2015	AP	DUE: 9/04/2015 DISC: 9/04/2015		1099: N			
		DROP CABLE SPLITTER		720 5-000-850	OTHER EQUIPMENT	36.83	
=== VENDOR TOTALS ===			2,507.48				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00167	ANIMAL CLINIC OF SE KANSAS					
I-14537		FELINE EXAM	25.00			
8/12/2015	AP	DUE: 8/12/2015 DISC: 8/12/2015		1099: N		
		FELINE EXAM		010 5-025-478	PROFESSIONAL SERVICES	25.00
I-14538		EUTHANASIA	25.00			
8/12/2015	AP	DUE: 8/12/2015 DISC: 8/12/2015		1099: N		
		EUTHANASIA		010 5-025-478	PROFESSIONAL SERVICES	25.00
I-14539		EUTHANASIA	25.00			
8/12/2015	AP	DUE: 8/12/2015 DISC: 8/12/2015		1099: N		
		EUTHANASIA		010 5-025-478	PROFESSIONAL SERVICES	25.00
I-14618		EUTHANASIA	25.00			
8/17/2015	AP	DUE: 8/17/2015 DISC: 8/17/2015		1099: N		
		EUTHANASIA		010 5-025-478	PROFESSIONAL SERVICES	25.00
I-14639		EUTHANASIA	25.00			
8/18/2015	AP	DUE: 8/18/2015 DISC: 8/18/2015		1099: N		
		EUTHANASIA		010 5-025-478	PROFESSIONAL SERVICES	25.00
I-14776		EUTHANASIA	25.00			
8/27/2015	AP	DUE: 8/27/2015 DISC: 8/27/2015		1099: N		
		EUTHANASIA		010 5-025-478	PROFESSIONAL SERVICES	25.00
I-15000		OFFICE VISIT, EUTHANASIA	92.50			
9/11/2015	AP	DUE: 9/11/2015 DISC: 9/11/2015		1099: N		
		CANINE TREATMENT		010 5-025-478	PROFESSIONAL SERVICES	42.50
		EXAM, EUTHANASIA		010 5-025-478	PROFESSIONAL SERVICES	50.00
I-15300		EXAM, X-RAY, EUTHANASIA	92.50			
9/30/2015	AP	DUE: 9/30/2015 DISC: 9/30/2015		1099: N		
		EXAM, X-RAY, EUTHANASIA		010 5-025-478	PROFESSIONAL SERVICES	92.50
I-15301		EUTHANASIA X 5	125.00			
9/30/2015	AP	DUE: 9/30/2015 DISC: 9/30/2015		1099: N		
		EUTHANASIA X 5		010 5-025-478	PROFESSIONAL SERVICES	125.00
=== VENDOR TOTALS ===			460.00			
=====						

01-50625 ARTHUR J. GALLAGHER RMS, INC.

I-1339809		AUTO, PROPERTY, LIABILITY RNW	234,930.00			
6/09/2015	AP	MANUAL CK# 003648 6/09/2015		1099: N		
		AUTO, PROPERTY, LIABILITY RNWL		010 5-017-452	INSURANCE	278.62
		AUTO, PROPERTY, LIABILITY RNWL		010 5-018-452	INSURANCE	451.14
		AUTO, PROPERTY, LIABILITY RNWL		010 5-023-452	INSURANCE	2,838.03
		AUTO, PROPERTY, LIABILITY RNWL		010 5-025-452	INSURANCE	133.53
		AUTO, PROPERTY, LIABILITY RNWL		010 5-041-452	INSURANCE	10,612.00
		AUTO, PROPERTY, LIABILITY RNWL		010 5-045-452	INSURANCE	402.44
		AUTO, PROPERTY, LIABILITY RNWL		010 5-071-452	INSURANCE	670.01

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME----- DISTRIBUTION
=====					
01-50625	ARTHUR J. GALLAGHER RMS, INC. (** CONTINUED **)				
		AUTO, PROPERTY, LIABILITY RNWL		010 5-131-452	INSURANCE 43,722.21
		AUTO, PROPERTY, LIABILITY RNWL		010 5-131-489	TORT LIABILITY 12,299.00
		AUTO, PROPERTY, LIABILITY RNWL		010 5-163-452	INSURANCE 8,890.82
		AUTO, PROPERTY, LIABILITY RNWL		020 5-140-452	INSURANCE 5,113.02
		AUTO, PROPERTY, LIABILITY RNWL		140 5-134-452	INSURANCE 2,810.72
		AUTO, PROPERTY, LIABILITY RNWL		360 5-000-452	INSURANCE 4,216.12
		AUTO, PROPERTY, LIABILITY RNWL		370 5-000-452	INSURANCE 2,401.84
		AUTO, PROPERTY, LIABILITY RNWL		420 5-924-452	INSURANCE 188.34
		PROJ: NSP-004 NSP GRANT			1006 W 5TH
		AUTO, PROPERTY, LIABILITY RNWL		420 5-925-452	INSURANCE 118.74
		PROJ: CHR-002 CVILLE HOUSING REHAB PROG			806 W 1ST STREET
		AUTO, PROPERTY, LIABILITY RNWL		420 5-925-452	INSURANCE 68.37
		PROJ: CHR-004 CVILLE HOUSING REHAB PROG			1109 W 1ST STREET
		AUTO, PROPERTY, LIABILITY RNWL		420 5-925-452	INSURANCE 41.28
		PROJ: CHR-007 CVILLE HOUSING REHAB PROG			1321 HIBBARD
		AUTO, PROPERTY, LIABILITY RNWL		450 5-000-452	INSURANCE 1,827.25
		AUTO, PROPERTY, LIABILITY RNWL		650 5-000-452	INSURANCE 1,773.63
		AUTO, PROPERTY, LIABILITY RNWL		650 5-753-452	INSURANCE 5,855.05
		AUTO, PROPERTY, LIABILITY RNWL		670 5-000-452	INSURANCE 8,579.97
		AUTO, PROPERTY, LIABILITY RNWL		720 5-000-452	INSURANCE 736.92
		AUTO, PROPERTY, LIABILITY RNWL		760 5-000-452	INSURANCE 2,136.84
		AUTO, PROPERTY, LIABILITY RNWL		800 5-020-452	INSURANCE 15,388.08
		AUTO, PROPERTY, LIABILITY RNWL		800 5-030-452	INSURANCE 1,303.75
		AUTO, PROPERTY, LIABILITY RNWL		800 5-040-452	INSURANCE 14,953.46
		AUTO, PROPERTY, LIABILITY RNWL		900 5-026-452	INSURANCE 2,600.12
		AUTO, PROPERTY, LIABILITY RNWL		900 5-027-452	INSURANCE 4,145.03
		AUTO, PROPERTY, LIABILITY RNWL		900 5-036-452	INSURANCE 337.57
		AUTO, PROPERTY, LIABILITY RNWL		900 5-037-452	INSURANCE 2,142.00
		AUTO, PROPERTY, LIABILITY RNWL		900 5-046-452	INSURANCE 41,325.46
		AUTO, PROPERTY, LIABILITY RNWL		900 5-047-452	INSURANCE 36,568.64
		=== VENDOR TOTALS ===	234,930.00		

01-50681 ASSOCIATED MECHANICAL, INC.

I-212500002		BOILER #4-BURNER REPAIR	43,096.06		
9/29/2015	AP	DUE: 9/29/2015 DISC: 9/29/2015		1099: N	
		BOILER #4-BURNER REPAIR		810 5-030-620	EQUIPMENT MAINTENANCE 43,096.06
		=== VENDOR TOTALS ===	43,096.06		

01-59760 AT&T

I-201510192759		10/15 E911	112.04		
10/09/2015	AP	DUE: 11/08/2015 DISC: 11/08/2015		1099: N	
		10/15 E911		510 5-000-416	COMMUNICATIONS 112.04

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-59760	AT&T	(** CONTINUED **)				
=====						
I-201510192760		10/15 E911	112.04			
10/09/2015	AP	DUE: 11/08/2015 DISC: 11/08/2015		1099: N		
		10/15 E911		510 5-000-416	COMMUNICATIONS	112.04
=====						
I-201510202774		10/15 E91	145.43			
10/09/2015	AP	DUE: 11/08/2015 DISC: 11/08/2015		1099: N		
		10/15 E91		510 5-000-416	COMMUNICATIONS	145.43
=====						
		=== VENDOR TOTALS ===	369.51			
=====						
01-03877	AUTO ZONE, INC.					
=====						
I-1601834569		OIL	197.91			
10/09/2015	AP	DUE: 10/09/2015 DISC: 10/09/2015		1099: N		
		OIL		900 5-037-545	MOTOR FUELS/LUBRICANTS	197.91
		PROJ: V -945 VEHICLE			WWT-2001 FIELD GYMMY SLUDGE	
=====						
		=== VENDOR TOTALS ===	197.91			
=====						
01-00197	B. G. & SONS					
=====						
I-0552		10/6/15 WEED LOT MOWING	56.00			
10/06/2015	AP	DUE: 10/06/2015 DISC: 10/06/2015		1099: N		
		10/6/15 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	56.00
=====						
I-057		CITY LOT MOWING THRU 10/6/15	1,580.00			
10/06/2015	AP	DUE: 10/06/2015 DISC: 10/06/2015		1099: N		
		CITY LOT MOWING THRU 10/6/15		010 5-163-424	CONTRACTUAL AGREEMENTS	1,420.00
		MOW 1501 W 4TH		010 5-023-478	PROFESSIONAL SERVICES	40.00
		MOW 1401 W 8TH		010 5-017-478	PROFESSIONAL SERVICES	80.00
		MOW 619 S WALNUT		010 5-041-478	PROFESSIONAL SERVICES	40.00
=====						
I-201510192734		10/3/15 AIRPORT MOWING	440.00			
10/03/2015	AP	DUE: 10/03/2015 DISC: 10/03/2015		1099: N		
		10/3/15 AIRPORT MOWING		360 5-000-478	PROFESSIONAL SERVICES	440.00
=====						
		=== VENDOR TOTALS ===	2,076.00			
=====						
01-00336	BLAKE'S LUBE CENTER					
=====						
I-201510152729		VENT GLASS	150.00			
9/29/2015	AP	DUE: 10/29/2015 DISC: 10/29/2015		1099: N		
		VENT GLASS		010 5-163-680	VEHICLE-PARTS	150.00
		PROJ: V -1070 VEHICLE			PS - 1993 IH4900 5 TON DUMP	
=====						
I-201510192735		GLASS REPLACED DUE TO DAMAGE	310.00			
9/01/2015	AP	DUE: 10/01/2015 DISC: 10/01/2015		1099: N		
		GLASS REPLACED DUE TO DAMAGE		010 5-163-484	REIMBURSEMENTS	310.00
=====						
		STUB COMMENTS: SALES TAX HAS BEEN DEDUCTED				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00336	BLAKE'S LUBE CENTER	(** CONTINUED **)				
I-20154738		OIL CHANGE	42.71			
10/09/2015	AP	DUE: 11/08/2015 DISC: 11/08/2015		1099: N		
		OIL CHANGE		800 5-020-545	MOTOR FUELS/LUBRICANTS	42.71
		PROJ: V -867 VEHICLE			PP-1999 CHEVROLET FLATBED	
I-20154752		OIL CHANGE	47.63			
10/12/2015	AP	DUE: 11/11/2015 DISC: 11/11/2015		1099: N		
		OIL CHANGE		800 5-020-545	MOTOR FUELS/LUBRICANTS	47.63
		PROJ: V -1078 VEHICLE			ED - 2008 FORD F-150	
		=== VENDOR TOTALS ===	550.34			
=====						
01-51303	BRAINERD CHEMICAL COMPANY, INC					
I-77598		MURIATIC ACID,SODIUM HYDROX	1,334.00			
10/13/2015	AP	DUE: 11/12/2015 DISC: 11/12/2015		1099: N		
		MURIATIC ACID,SODIUM HYDROX		800 5-030-525	CHEMICALS/FERTILIZERS/SE	1,334.00
		=== VENDOR TOTALS ===	1,334.00			
=====						
01-00410	BRASS HAT JANITORIAL					
I-1052015		9/15 WEEKLY ED OFC CLEANING	200.00			
10/05/2015	AP	DUE: 11/04/2015 DISC: 11/04/2015		1099: N		
		9/15 WEEKLY ED OFC CLEANING		800 5-020-424	CONTRACTUAL AGREEMENTS	200.00
I-9142015		8/15 WEEKLY ED OFC CLEANING	250.00			
9/14/2015	AP	DUE: 10/14/2015 DISC: 10/14/2015		1099: N		
		8/15 WEEKLY ED OFC CLEANING		800 5-020-424	CONTRACTUAL AGREEMENTS	250.00
		=== VENDOR TOTALS ===	450.00			
=====						
01-51307	BRENNTAG SOUTHWEST, INC.					
I-BSW657710		POLYMER	4,360.50			
10/01/2015	AP	DUE: 10/31/2015 DISC: 10/31/2015		1099: N		
		POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	4,360.50
I-BSW658254		POLYMER	902.00			
10/01/2015	AP	DUE: 10/31/2015 DISC: 10/31/2015		1099: N		
		POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	902.00
		=== VENDOR TOTALS ===	5,262.50			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-57797	BRIDGEWELL RESOURCES LLC					
I-0222035101		60 FT WOOD POLES X 12	9,883.14			
10/06/2015	AP	DUE: 11/05/2015 DISC: 11/05/2015		1099: N		
		60 FT WOOD POLES X 12		800 5-020-860	POLES	9,883.14
		=== VENDOR TOTALS ===	9,883.14			
=====						
01-00302	BRUCE FOUTS					
I-201510212789		MEALS-VEGAS-WISPAPALOOZA	162.00			
10/20/2015	AP	DUE: 10/20/2015 DISC: 10/20/2015		1099: N		
		MEALS-VEGAS-WISPAPALOOZA		720 5-000-490	TRAVEL EXPENSE REIMBURSE	162.00
		=== VENDOR TOTALS ===	162.00			
=====						
01-51412	BURNS & MCDONNELL ENGINEERING					
I-201510202776		9/15 NEW GEN CONSTRTN SVCS	50,000.00			
9/30/2015	AP	DUE: 9/30/2015 DISC: 9/30/2015		1099: N		
		9/15 NEW GEN CONSTRTN SVCS		890 5-030-862	PLANT IMPROVEMENTS	50,000.00
		PROJ: GEN-CONSTR NEW GENERATION PROJECT			CONSTRUCTION EXPENDITURES	
I-201510202778		9/15 NEW GEN 69KV SVCS	35,625.00			
9/30/2015	AP	DUE: 9/30/2015 DISC: 9/30/2015		1099: N		
		9/15 NEW GEN 69KV SVCS		890 5-030-862	PLANT IMPROVEMENTS	35,625.00
		PROJ: GEN-69KV NEW GENERATION PROJECT			69 KV CONSTRUCTION	
I-201510202779		9/15 NEW GEN ENGINEERING SVCS	137,450.00			
9/30/2015	AP	DUE: 9/30/2015 DISC: 9/30/2015		1099: N		
		9/15 NEW GEN ENGINEERING SVCS		890 5-030-478	PROFESSIONAL SERVICES	137,450.00
		PROJ: GEN-ENG NEW GENERATION PROJECT			ENGINEERING EXPENDITURES	
		=== VENDOR TOTALS ===	223,075.00			
=====						
01-00532	C & J'S SPOT FREE CAR WASH					
I-836393		CAR WASH X 52	208.00			
10/13/2015	AP	DUE: 11/12/2015 DISC: 11/12/2015		1099: N		
		CAR WASH X 52		010 5-023-478	PROFESSIONAL SERVICES	208.00
		=== VENDOR TOTALS ===	208.00			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-00590	CARTER AUTOMOTIVE WAREHOUSE						
C-239163/1		RETURN DECK WHEEL	8.98CR				
9/24/2015	AP	DUE: 9/24/2015 DISC: 9/24/2015		1099: N			
		RETURN DECK WHEEL		010 5-163-620	EQUIPMENT MAINTENANCE	8.98CR	
I-239340/1		BLADES, PLIERS	6.40				
9/25/2015	AP	DUE: 10/25/2015 DISC: 10/25/2015		1099: N			
		RAZOR BLADES		900 5-037-520	DEPARTMENT SUPPLIES	1.20	
		PLIERS		900 5-037-580	TOOLS	5.20	
I-239623/1		BRAKE FLUID	4.36				
9/28/2015	AP	DUE: 10/28/2015 DISC: 10/28/2015		1099: N			
		BRAKE FLUID		010 5-163-545	MOTOR FUELS/LUBRICANTS	4.36	
I-239679/1		REEL, HOSE	331.26				
9/28/2015	AP	DUE: 10/28/2015 DISC: 10/28/2015		1099: N			
		REEL, HOSE		010 5-163-620	EQUIPMENT MAINTENANCE	331.26	
		PROJ: E -1332 EQUIPMENT			PS - PAINT STRIPER - 50 GALLON		
I-239702/1		DUST CAP	4.61				
9/28/2015	AP	DUE: 10/28/2015 DISC: 10/28/2015		1099: N			
		DUST CAP		010 5-163-620	EQUIPMENT MAINTENANCE	4.61	
		PROJ: E -958 EQUIPMENT			PS - SNAPPER MOWER		
I-239782/1		BLADES	83.28				
9/28/2015	AP	DUE: 10/28/2015 DISC: 10/28/2015		1099: N			
		BLADES		010 5-163-620	EQUIPMENT MAINTENANCE	83.28	
		PROJ: E -1436 EQUIPMENT			PS - GRASSHOPPER 725DT/3572		
I-239872/1		STARTER	82.49				
9/29/2015	AP	DUE: 10/29/2015 DISC: 10/29/2015		1099: N			
		STARTER		010 5-163-680	VEHICLE-PARTS	82.49	
		PROJ: V -1051 VEHICLE			PS-1995 FORD RANGER PU		
I-239899/1		CHOKE ROD CLIPS	6.60				
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N			
		CHOKE ROD CLIPS		010 5-163-620	EQUIPMENT MAINTENANCE	6.60	
		PROJ: E -994 EQUIPMENT			PS - DIXON MOWER		
I-239935/1		HOSE, FITTINGS	42.44				
9/29/2015	AP	DUE: 10/29/2015 DISC: 10/29/2015		1099: N			
		HOSE, FITTINGS		370 5-000-620	EQUIPMENT MAINTENANCE	42.44	
		PROJ: E -1405 EQUIPMENT			GC - BUSH HOG TD1500 TRI-DECK		
I-240034/1		GAS OIL MIX	50.40				
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N			
		GAS OIL MIX		010 5-163-545	MOTOR FUELS/LUBRICANTS	50.40	

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-00590	CARTER AUTOMOTIVE WAREHOUSE	(** CONTINUED **)					
I-240100/1		FILTERS	45.08				
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N			
		FILTERS		900 5-037-620	EQUIPMENT MAINTENANCE	36.53	
		PROJ: E -1001 EQUIPMENT			W/WW- '05 DIXON GRIZZLY MOWER		
		FILTERS		900 5-037-620	EQUIPMENT MAINTENANCE	8.55	
		PROJ: E -994 EQUIPMENT			PS - DIXON MOWER		
I-240145/1		HYDRAULIC HOSES	53.40				
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N			
		HYDRAULIC HOSES		900 5-037-620	EQUIPMENT MAINTENANCE	53.40	
		PROJ: E -765 EQUIPMENT			WWD-1995 580L CASE BACKHOE		
I-240168/1		HOSE FOR AIR GUN	3.41				
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N			
		HOSE FOR AIR GUN		010 5-163-620	EQUIPMENT MAINTENANCE	3.41	
I-240323/1		STARTER RELAY	15.15				
10/01/2015	AP	DUE: 10/31/2015 DISC: 10/31/2015		1099: N			
		STARTER RELAY		370 5-000-620	EQUIPMENT MAINTENANCE	15.15	
		PROJ: E -906 EQUIPMENT			GC - YAMAHA MULE		
I-240381/1		BRACKET, KNOB, KIT	77.73				
10/06/2015	AP	DUE: 11/05/2015 DISC: 11/05/2015		1099: N			
		BRACKET, KNOB, KIT		370 5-000-620	EQUIPMENT MAINTENANCE	77.73	
		PROJ: E -1316 EQUIPMENT			GC - G-PLEX III GREENS MOWER		
I-241389/1		PULL ROPE	5.70				
10/05/2015	AP	DUE: 11/04/2015 DISC: 11/04/2015		1099: N			
		PULL ROPE		010 5-163-620	EQUIPMENT MAINTENANCE	5.70	
I-241448/1		FILTER	14.22				
10/05/2015	AP	DUE: 11/04/2015 DISC: 11/04/2015		1099: N			
		FILTER		900 5-037-680	VEHICLE-PARTS	14.22	
		PROJ: V -945 VEHICLE			WWT-2001 FIELD GYMMY SLUDGE		
I-241832/1		DIESEL FUEL ADDITIVE	12.44				
10/07/2015	AP	DUE: 11/06/2015 DISC: 11/06/2015		1099: N			
		DIESEL FUEL ADDITIVE		900 5-026-545	MOTOR FUELS/LUBRICANTS	12.44	
		PROJ: V -1353 VEHICLE			W/WW 2011 SILVERADO 3500		
I-241890/1		LIGHT ASSEMBLY	31.94				
10/07/2015	AP	DUE: 11/06/2015 DISC: 11/06/2015		1099: N			
		LIGHT ASSEMBLY		010 5-163-680	VEHICLE-PARTS	31.94	
		PROJ: V -805 VEHICLE			ED-1997 CHEVROLET 1 TON TRUCK		
I-242056/1		AIR FILTER	66.32				
10/08/2015	AP	DUE: 11/07/2015 DISC: 11/07/2015		1099: N			
		AIR FILTER		900 5-037-680	VEHICLE-PARTS	66.32	
		PROJ: V -945 VEHICLE			WWT-2001 FIELD GYMMY SLUDGE		

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-00590	CARTER AUTOMOTIVE WAREHOUSE	(** CONTINUED **)					
I-242060/1		REPLACEMENT BULBS	23.78				
10/08/2015	AP	DUE: 11/07/2015 DISC: 11/07/2015		1099: N			
		REPLACEMENT BULBS		010 5-163-620	EQUIPMENT MAINTENANCE	23.78	
		PROJ: E -1332 EQUIPMENT			PS - PAINT STRIPER - 50 GALLON		
I-242221/1		FILTER, U-JOINTS	33.02				
10/09/2015	AP	DUE: 11/08/2015 DISC: 11/08/2015		1099: N			
		FILTER, U-JOINTS		900 5-026-680	VEHICLE-PARTS	33.02	
		PROJ: V -836 VEHICLE			WD-1997 CHEVROLET TRUCK		
I-242225/1		FILTER, WASHER FLUID	25.80				
10/09/2015	AP	DUE: 11/08/2015 DISC: 11/08/2015		1099: N			
		FILTER		900 5-037-680	VEHICLE-PARTS	14.22	
		PROJ: V -945 VEHICLE			WWT-2001 FIELD GYMMY SLUDGE		
		WASHER FLUID		900 5-037-590	VEHICLE-EQUIP SUPPLIES	11.58	
		PROJ: V -945 VEHICLE			WWT-2001 FIELD GYMMY SLUDGE		
I-242283/1		OIL FILTER	51.01				
10/09/2015	AP	DUE: 11/08/2015 DISC: 11/08/2015		1099: N			
		OIL FILTER		900 5-037-680	VEHICLE-PARTS	51.01	
		PROJ: V -945 VEHICLE			WWT-2001 FIELD GYMMY SLUDGE		
I-242315/1		AIR CHUCKS, PLUGS	11.86				
10/09/2015	AP	DUE: 11/08/2015 DISC: 11/08/2015		1099: N			
		AIR CHUCKS, PLUGS		900 5-026-580	TOOLS	11.86	
I-242552/1		HEX SOCKET	4.52				
10/12/2015	AP	DUE: 11/11/2015 DISC: 11/11/2015		1099: N			
		HEX SOCKET		010 5-163-580	TOOLS	4.52	
I-242573/1		HYDRAULIC FILTERS X 2	28.53				
10/12/2015	AP	DUE: 11/11/2015 DISC: 11/11/2015		1099: N			
		HYDRAULIC FILTERS X 2		800 5-020-680	VEHICLE-PARTS	28.53	
		PROJ: V -893 VEHICLE			ED-1999 CHEVY CC7HO42 BUCKET		
I-243359/1		FILTERS FOR STAND BY GENERATO	32.46				
10/15/2015	AP	DUE: 11/14/2015 DISC: 11/14/2015		1099: N			
		FILTERS FOR STAND BY GENERATOR		900 5-027-620	EQUIPMENT MAINTENANCE	32.46	
I-243394/1		HOSE FOR PRESSURE WASHER	7.97				
10/15/2015	AP	DUE: 11/14/2015 DISC: 11/14/2015		1099: N			
		HOSE FOR PRESSURE WASHER		900 5-026-620	EQUIPMENT MAINTENANCE	7.97	
I-243398/1		AIR FILTER	5.99				
10/15/2015	AP	DUE: 11/14/2015 DISC: 11/14/2015		1099: N			
		AIR FILTER		010 5-163-680	VEHICLE-PARTS	5.99	
		PROJ: V -766 VEHICLE			ED-1995 CHEVROLET TRUCK		

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=====						
01-00590	CARTER AUTOMOTIVE WAREHOUSE (** CONTINUED **)					
I-243542/1		REPLACEMENT BATTERIES	185.86			
10/16/2015	AP	DUE: 11/15/2015 DISC: 11/15/2015		1099: N		
		REPLACEMENT BATTERIES		900 5-026-590	VEHICLE-EQUIP SUPPLIES	185.86
		PROJ: V -1068 VEHICLE			WW - 2008 FORD F-350 TRUCK	
I-243565/1		FILTERS	132.54			
10/16/2015	AP	DUE: 11/15/2015 DISC: 11/15/2015		1099: N		
		FILTERS		010 5-163-680	VEHICLE-PARTS	132.54
		PROJ: V -1315 VEHICLE			PS - 1999 INTL DUMP TRUCK	
I-243594/1		OIL FOR MOWERS	15.44			
10/16/2015	AP	DUE: 11/15/2015 DISC: 11/15/2015		1099: N		
		OIL FOR MOWERS		800 5-030-545	MOTOR FUELS/LUBRICANTS	15.44
I-243940/1		DIESEL FUEL ADDITIVE	12.44			
10/19/2015	AP	DUE: 11/18/2015 DISC: 11/18/2015		1099: N		
		DIESEL FUEL ADDITIVE		900 5-026-545	MOTOR FUELS/LUBRICANTS	12.44
		PROJ: V -1353 VEHICLE			W/WW 2011 SILVERADO 3500	
		=== VENDOR TOTALS ===	1,499.47			
=====						
01-01237	CHRIS FELIX					
I-201510212790		MEALS-VEGAS-WISPAPALOOZA	162.00			
10/20/2015	AP	DUE: 10/20/2015 DISC: 10/20/2015		1099: N		
		MEALS-VEGAS-WISPAPALOOZA		720 5-000-490	TRAVEL EXPENSE REIMBURSE	162.00
		=== VENDOR TOTALS ===	162.00			
=====						
01-01040	CITY OF COFFEYVILLE					
I-201510192736		ELECTRIC UTILITIES	14,570.26			
10/14/2015	AP	DUE: 11/13/2015 DISC: 11/13/2015		1099: N		
		MACHINE SHOP		800 5-030-494	UTILITIES	1,508.74
		PROJ: PCA-UTIL POWER COST ADJUSTMENT			O&M UTILITIES	
		BASEMENT		800 5-030-494	UTILITIES	4,507.75
		PROJ: PCA-UTIL POWER COST ADJUSTMENT			O&M UTILITIES	
		TOWER #3		800 5-030-494	UTILITIES	4,816.73
		PROJ: PCA-UTIL POWER COST ADJUSTMENT			O&M UTILITIES	
		TOWER #4		800 5-030-494	UTILITIES	3,737.04
		PROJ: PCA-UTIL POWER COST ADJUSTMENT			O&M UTILITIES	
		=== VENDOR TOTALS ===	14,570.26			

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=====						
01-01146	CITY OF DEARING					
I-201510192737		9/15 FRANCHISE FEES	145.60			
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N		
		9/15 FRANCHISE FEES		800 5-020-430	DEARING FRANCHISE PAYMEN	145.60
		=== VENDOR TOTALS ===	145.60			
=====						
01-00670	CITY TREASURER					
I-201510192738		GO BOND SERIES 2011-A P & I	408,316.88			
10/27/2015	AP	DRAFT CK# 000000 10/27/2015		1099: N		
		GO BOND SERIES 2011-A INTEREST		090 5-000-910	BONDS-INTEREST	56,420.00
		GO BOND SERIES 2011-A PRINCIPL		090 5-000-920	BONDS-PRINCIPAL	150,000.00
		GO BOND SERIES 2011-A INTEREST		920 5-812-910	BONDS-INTEREST	26,896.88
		GO BOND SERIES 2011-A PRINCIPL		920 5-812-920	BONDS-PRINCIPAL	175,000.00
		=== VENDOR TOTALS ===	408,316.88			
=====						
01-00680	CITY TREASURER					
I-201510192739		DENTAL CLAIMS PAID-DELTA	1,112.50			
10/08/2015	AP	DRAFT CK# 000040 10/09/2015		1099: N		
		DENTAL CLAIMS PAID-DELTA		350 5-716-310	HEALTH INSURANCE	1,112.50
I-201510192740		HEALTH CLAIMS PAID-MERITAIN	52,825.09			
10/06/2015	AP	DRAFT CK# 000041 10/13/2015		1099: N		
		HEALTH CLAIMS PAID-MERITAIN		350 5-716-310	HEALTH INSURANCE	52,825.09
I-201510192741		DENTAL CLAIMS PAID-DELTA	2,804.90			
10/15/2015	AP	DRAFT CK# 000042 10/16/2015		1099: N		
		DENTAL CLAIMS PAID-DELTA		350 5-716-310	HEALTH INSURANCE	2,804.90
I-201510192742		HEALTH CLAIMS PAID-MERITAIN	7,245.33			
10/13/2015	AP	DRAFT CK# 000043 10/20/2015		1099: N		
		HEALTH CLAIMS PAID-MERITAIN		350 5-716-310	HEALTH INSURANCE	7,245.33
I-201510192743		HEALTH CLAIMS PD/ADMIN EXPENS	543.64			
10/07/2015	AP	DRAFT CK# 000044 10/09/2015		1099: N		
		HEALTH CLAIMS PAID - BCBS		350 5-716-310	HEALTH INSURANCE	527.24
		ADMINISTRATIVE EXPENSE - BCBS		350 5-716-310	HEALTH INSURANCE	16.40
I-201510222793		DENTAL CLAIMS PAID-DELTA	1,760.40			
10/22/2015	AP	DRAFT CK# 000045 10/23/2015		1099: N		
		DENTAL CLAIMS PAID-DELTA		350 5-716-310	HEALTH INSURANCE	1,760.40
		=== VENDOR TOTALS ===	66,291.86			

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=====						
01-00720		CLOUGH OIL COMPANY, INC.				
I-110004		TRANSMISSION FLUID	71.06			
10/05/2015	AP	DUE: 11/04/2015 DISC: 11/04/2015		1099: N		
		TRANSMISSION FLUID		900 5-037-545	MOTOR FUELS/LUBRICANTS	71.06
		PROJ: V -945 VEHICLE			WWT-2001 FIELD GYMMY SLUDGE	
I-110030		18 GALLONS OF 15W40 OIL	262.80			
10/08/2015	AP	DUE: 11/07/2015 DISC: 11/07/2015		1099: N		
		18 GALLONS OF 15W40 OIL		900 5-027-545	MOTOR FUELS/LUBRICANTS	262.80
I-110033		POWER TRANS FLUID	284.24			
10/12/2015	AP	DUE: 11/11/2015 DISC: 11/11/2015		1099: N		
		POWER TRANS FLUID		900 5-037-545	MOTOR FUELS/LUBRICANTS	284.24
I-156066		OIL	65.73			
10/13/2015	AP	DUE: 11/12/2015 DISC: 11/12/2015		1099: N		
		OIL		900 5-037-545	MOTOR FUELS/LUBRICANTS	65.73
I-49375		289 GALLONS OF DIESEL FUEL	580.60			
9/29/2015	AP	DUE: 10/29/2015 DISC: 10/29/2015		1099: N		
		289 GALLONS OF DIESEL FUEL		010 5-163-545	MOTOR FUELS/LUBRICANTS	580.60
I-49848		249 GALLONS OF FUEL	500.24			
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N		
		249 GALLONS OF FUEL		010 5-163-545	MOTOR FUELS/LUBRICANTS	500.24
		=== VENDOR TOTALS ===	1,764.67			
=====						
01-00721		CLOUGH SERVICE				
I-45608937		FUEL-PUBLIC SVC-THRU 10/9	979.74			
10/12/2015	AP	DUE: 10/12/2015 DISC: 10/12/2015		1099: N		
		FUEL-PUBLIC SVC-THRU 10/9		010 5-163-545	MOTOR FUELS/LUBRICANTS	979.74
I-45608939		FUEL-ENGINEERING-THRU 10/9	84.64			
10/12/2015	AP	DUE: 10/12/2015 DISC: 10/12/2015		1099: N		
		FUEL-ENGINEERING-THRU 10/9		010 5-071-545	MOTOR FUELS/LUBRICANTS	84.64
I-45608940		FUEL-POLICE-THRU 10/9	1,442.39			
10/12/2015	AP	DUE: 10/12/2015 DISC: 10/12/2015		1099: N		
		FUEL-POLICE-THRU 10/9		010 5-023-545	MOTOR FUELS/LUBRICANTS	1,442.39
I-45608941		FUEL-ACO-THRU 10/9	89.56			
10/12/2015	AP	DUE: 10/12/2015 DISC: 10/12/2015		1099: N		
		FUEL-ACO-THRU 10/9		010 5-025-545	MOTOR FUELS/LUBRICANTS	89.56
I-45608942		FUEL-FIRE-THRU 10/9	389.02			
10/12/2015	AP	DUE: 10/12/2015 DISC: 10/12/2015		1099: N		
		FUEL-FIRE-THRU 10/9		010 5-041-545	MOTOR FUELS/LUBRICANTS	389.02

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=====							
01-00721	CLOUGH SERVICE	(** CONTINUED **)					
I-45608943		FUEL-CODE ENFRMNT-THRU 10/9	85.21				
10/12/2015	AP	DUE: 10/12/2015 DISC: 10/12/2015		1099: N			
		FUEL-CODE ENFRMNT-THRU 10/9		010 5-045-545	MOTOR FUELS/LUBRICANTS	85.21	
I-45608944		FUEL-WATER DIST-THRU 10/9	525.60				
10/12/2015	AP	DUE: 10/12/2015 DISC: 10/12/2015		1099: N			
		FUEL-WATER DIST-THRU 10/9		900 5-026-545	MOTOR FUELS/LUBRICANTS	525.60	
I-45608945		FUEL-WW COLLECTION-THRU 10/9	172.01				
10/12/2015	AP	DUE: 10/12/2015 DISC: 10/12/2015		1099: N			
		FUEL-WW COLLECTION-THRU 10/9		900 5-027-545	MOTOR FUELS/LUBRICANTS	172.01	
I-45608946		FUEL-WATER TRTMNT-THRU 10/9	52.66				
10/12/2015	AP	DUE: 10/12/2015 DISC: 10/12/2015		1099: N			
		FUEL-WATER TRTMNT-THRU 10/9		900 5-036-545	MOTOR FUELS/LUBRICANTS	52.66	
I-45608947		FUEL-WW TREATMENT-THRU 10/9	96.67				
10/12/2015	AP	DUE: 10/12/2015 DISC: 10/12/2015		1099: N			
		FUEL-WW TREATMENT-THRU 10/9		900 5-037-545	MOTOR FUELS/LUBRICANTS	96.67	
I-45608948		FUEL-METER READERS-THRU 10/9	80.32				
10/12/2015	AP	DUE: 10/12/2015 DISC: 10/12/2015		1099: N			
		FUEL-METER READERS-THRU 10/9		010 5-017-545	MOTOR FUELS/LUBRICANTS	80.32	
I-45608949		FUEL-ELECTRIC DIST-THRU 10/9	940.15				
10/12/2015	AP	DUE: 10/12/2015 DISC: 10/12/2015		1099: N			
		FUEL-ELECTRIC DIST-THRU 10/9		800 5-020-545	MOTOR FUELS/LUBRICANTS	940.15	
I-45608950		FUEL-ELECTRIC GEN-THRU 10/9	107.54				
10/12/2015	AP	DUE: 10/12/2015 DISC: 10/12/2015		1099: N			
		FUEL-ELECTRIC GEN-THRU 10/9		800 5-030-545	MOTOR FUELS/LUBRICANTS	107.54	
I-45608951		FUEL-ELECTRIC ADMIN-THRU 10/9	16.65				
10/12/2015	AP	DUE: 10/12/2015 DISC: 10/12/2015		1099: N			
		FUEL-ELECTRIC ADMIN-THRU 10/9		800 5-040-545	MOTOR FUELS/LUBRICANTS	16.65	
I-45608952		FUEL-W/WW ADMIN-THRU 10/9	34.20				
10/12/2015	AP	DUE: 10/12/2015 DISC: 10/12/2015		1099: N			
		FUEL-W/WW ADMIN-THRU 10/9		900 5-046-545	MOTOR FUELS/LUBRICANTS	34.20	
I-45608953		FUEL-STORMWATER-THRU 10/9	130.03				
10/12/2015	AP	DUE: 10/12/2015 DISC: 10/12/2015		1099: N			
		FUEL-STORMWATER-THRU 10/9		760 5-000-545	MOTOR FUELS/LUBRICANTS	130.03	
I-45608954		FUEL-WIRELESS-THRU 10/9	46.50				
10/12/2015	AP	DUE: 10/12/2015 DISC: 10/12/2015		1099: N			
		FUEL-WIRELESS-THRU 10/9		720 5-000-545	MOTOR FUELS/LUBRICANTS	46.50	

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=====							
01-00721	CLOUGH SERVICE	(** CONTINUED **)					
=====							
I-45608956		FUEL-IT-THRU 10/9	28.30				
10/12/2015	AP	DUE: 10/12/2015 DISC: 10/12/2015		1099: N			
		FUEL-IT-THRU 10/9		010 5-018-545	MOTOR FUELS/LUBRICANTS	28.30	
=====							
		=== VENDOR TOTALS ===	5,301.19				
=====							
01-00735	COFFEYVILLE ACE HARDWARE						
=====							
I-261716		TUBING, RUST REMOVER	9.30				
8/17/2015	AP	DUE: 9/16/2015 DISC: 9/16/2015		1099: N			
		TUBING, RUST REMOVER		800 5-030-520	DEPARTMENT SUPPLIES	9.30	
=====							
I-262571		ELBOW, COUPLER X 2	29.31				
8/10/2015	AP	DUE: 9/09/2015 DISC: 9/09/2015		1099: N			
		ELBOW, COUPLER X 2		800 5-030-520	DEPARTMENT SUPPLIES	29.31	
=====							
I-263733		THERMAL WIRE	26.28				
8/17/2015	AP	DUE: 9/16/2015 DISC: 9/16/2015		1099: N			
		THERMAL WIRE		800 5-030-520	DEPARTMENT SUPPLIES	26.28	
=====							
I-265195		SHOVELS, TRIM PLANE	141.09				
8/25/2015	AP	DUE: 9/24/2015 DISC: 9/24/2015		1099: N			
		SHOVELS, TRIM PLANE		800 5-030-580	TOOLS	141.09	
=====							
I-267177		3V BATTERY	5.46				
9/04/2015	AP	DUE: 10/04/2015 DISC: 10/04/2015		1099: N			
		3V BATTERY		800 5-020-505	BATTERIES-NON VEHICLES	5.46	
=====							
I-267673		1.5V BATTERY X 4	8.72				
9/09/2015	AP	DUE: 10/09/2015 DISC: 10/09/2015		1099: N			
		1.5V BATTERY X 4		800 5-020-505	BATTERIES-NON VEHICLES	8.72	
=====							
I-268607		ELBOW INSERT	1.63				
9/15/2015	AP	DUE: 10/15/2015 DISC: 10/15/2015		1099: N			
		ELBOW INSERT		800 5-030-520	DEPARTMENT SUPPLIES	1.63	
=====							
I-270283		HEX NUTS, BOLTS	19.58				
9/24/2015	AP	DUE: 10/24/2015 DISC: 10/24/2015		1099: N			
		HEX NUTS, BOLTS		800 5-020-520	DEPARTMENT SUPPLIES	19.58	
=====							
I-270450		24 QT COOLER, PVC SAW	45.42				
9/25/2015	AP	DUE: 10/25/2015 DISC: 10/25/2015		1099: N			
		24 QT COOLER		800 5-020-520	DEPARTMENT SUPPLIES	28.46	
		PVC SAW		800 5-020-580	TOOLS	16.96	
=====							
		=== VENDOR TOTALS ===	286.79				

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VENDOR SET: 01 CITY OF COFFEYVILLE

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-----ID-----			GROSS		P.O. #	
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00737	COFFEYVILLE ACE	HARDWARE				
I-266483		BLANK COVER	0.99			
9/01/2015	AP	DUE: 9/01/2015 DISC: 9/01/2015		1099: N		
		BLANK COVER		900 5-026-520	DEPARTMENT SUPPLIES	0.99
I-266518		ROPE	2.99			
9/01/2015	AP	DUE: 9/01/2015 DISC: 9/01/2015		1099: N		
		ROPE		010 5-041-520	DEPARTMENT SUPPLIES	2.99
I-267047		DUPLICATE KEY X 3	4.11			
9/04/2015	AP	DUE: 9/04/2015 DISC: 9/04/2015		1099: N		
		DUPLICATE KEY X 3		010 5-163-520	DEPARTMENT SUPPLIES	4.11
I-267059		SCREWS, WASHERS	20.75			
9/04/2015	AP	DUE: 9/04/2015 DISC: 9/04/2015		1099: N		
		SCREWS, WASHERS		760 5-000-520	DEPARTMENT SUPPLIES	20.75
I-267158		DUCT TAPE	1.99			
9/04/2015	AP	DUE: 9/04/2015 DISC: 9/04/2015		1099: N		
		DUCT TAPE		900 5-037-520	DEPARTMENT SUPPLIES	1.99
I-267615		PACKING, EXPANDING FOAM	8.28			
9/09/2015	AP	DUE: 9/09/2015 DISC: 9/09/2015		1099: N		
		PACKING, EXPANDING FOAM		760 5-000-520	DEPARTMENT SUPPLIES	8.28
I-267678		PAINT FOR HYDRANTS	21.24			
9/09/2015	AP	DUE: 9/09/2015 DISC: 9/09/2015		1099: N		
		PAINT FOR HYDRANTS		900 5-026-520	DEPARTMENT SUPPLIES	21.24
I-267763		WASP SPRAY	3.89			
9/09/2015	AP	DUE: 9/09/2015 DISC: 9/09/2015		1099: N		
		WASP SPRAY		010 5-018-520	DEPARTMENT SUPPLIES	3.89
I-267848		8" LEVEL	4.29			
9/10/2015	AP	DUE: 9/10/2015 DISC: 9/10/2015		1099: N		
		8" LEVEL		010 5-163-580	TOOLS	4.29
I-268011		TIE DOWN ROPE	5.38			
9/11/2015	AP	DUE: 9/11/2015 DISC: 9/11/2015		1099: N		
		TIE DOWN ROPE		360 5-000-520	DEPARTMENT SUPPLIES	5.38
I-268125		TUBING, FITTING-METERING PUMP	13.11			
9/11/2015	AP	DUE: 9/11/2015 DISC: 9/11/2015		1099: N		
		TUBING, FITTING-METERING PUMP		900 5-036-555	PLUMBING SUPPLIES	13.11
I-268157		DUPLICATE KEY X 5	8.47			
9/11/2015	AP	DUE: 9/11/2015 DISC: 9/11/2015		1099: N		
		DUPLICATE KEY X 5		140 5-134-520	DEPARTMENT SUPPLIES	8.47

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION	
=====								
01-00737	COFFEYVILLE ACE HARDWARE	(** CONTINUED **)						
I-268407		SPRAY NOZZLE	4.39					
9/14/2015	AP	DUE: 9/14/2015 DISC: 9/14/2015		1099: N				
		SPRAY NOZZLE		010 5-163-520	DEPARTMENT SUPPLIES		4.39	
I-268587		ROLLER COVERS	13.98					
9/15/2015	AP	DUE: 9/15/2015 DISC: 9/15/2015		1099: N				
		ROLLER COVERS		900 5-026-520	DEPARTMENT SUPPLIES		13.98	
I-268602		DRILL BIT	4.28					
9/15/2015	AP	DUE: 9/15/2015 DISC: 9/15/2015		1099: N				
		DRILL BIT		900 5-027-520	DEPARTMENT SUPPLIES		4.28	
I-269275		SCREWS, ELECTRICAL TAPE	12.19					
9/18/2015	AP	DUE: 9/18/2015 DISC: 9/18/2015		1099: N				
		SCREWS, ELECTRICAL TAPE		720 5-000-520	DEPARTMENT SUPPLIES		12.19	
I-269678		32" LOPPERS, AA BATTERIES	47.98					
9/21/2015	AP	DUE: 9/21/2015 DISC: 9/21/2015		1099: N				
		32" LOPPERS		900 5-026-580	TOOLS		31.99	
		AA BATTERIES		900 5-026-505	BATTERIES-NON VEHICLES		15.99	
I-269691		ROPE FOR FOUNTAIN	17.56					
9/21/2015	AP	DUE: 9/21/2015 DISC: 9/21/2015		1099: N				
		ROPE FOR FOUNTAIN		760 5-000-520	DEPARTMENT SUPPLIES		17.56	
I-269722		SCREWS	14.98					
9/21/2015	AP	DUE: 9/21/2015 DISC: 9/21/2015		1099: N				
		SCREWS		010 5-041-520	DEPARTMENT SUPPLIES		14.98	
I-269889		WIRE, TAPE	43.95					
9/22/2015	AP	DUE: 9/22/2015 DISC: 9/22/2015		1099: N				
		WIRE, TAPE		900 5-026-520	DEPARTMENT SUPPLIES		43.95	
I-269890		DRAIN CLEANER, LYE	9.98					
9/22/2015	AP	DUE: 9/22/2015 DISC: 9/22/2015		1099: N				
		DRAIN CLEANER, LYE		500 5-041-850	OTHER EQUIPMENT		9.98	
		PROJ: HAZ-EQUIP HAZMAT RESPONSES			EQUIPMENT PURCHASES			
I-270028		5" POSTHOLE DIGGER	33.99					
9/23/2015	AP	DUE: 9/23/2015 DISC: 9/23/2015		1099: N				
		5" POSTHOLE DIGGER		010 5-163-580	TOOLS		33.99	
I-270070		WIRE STRIPPERS	20.99					
9/23/2015	AP	DUE: 9/23/2015 DISC: 9/23/2015		1099: N				
		WIRE STRIPPERS		010 5-163-580	TOOLS		20.99	

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00737	COFFEYVILLE ACE HARDWARE	(** CONTINUED **)				
I-270185		HAMMER DRILL	12.49			
9/24/2015	AP	DUE: 9/24/2015 DISC: 9/24/2015		1099: N		
		HAMMER DRILL		010 5-163-580	TOOLS	12.49
I-270199		SPRAY PAINT	22.54			
9/24/2015	AP	DUE: 9/24/2015 DISC: 9/24/2015		1099: N		
		SPRAY PAINT		010 5-163-520	DEPARTMENT SUPPLIES	22.54
I-270447		DUPLICATE KEY X 2	2.74			
9/25/2015	AP	DUE: 9/25/2015 DISC: 9/25/2015		1099: N		
		DUPLICATE KEY X 2		010 5-163-520	DEPARTMENT SUPPLIES	2.74
I-270478		ROPE	2.99			
9/25/2015	AP	DUE: 9/25/2015 DISC: 9/25/2015		1099: N		
		ROPE		010 5-023-520	DEPARTMENT SUPPLIES	2.99
I-270742		FLEA FOGGER X 2	17.98			
9/28/2015	AP	DUE: 9/28/2015 DISC: 9/28/2015		1099: N		
		FLEA FOGGER X 2		010 5-041-520	DEPARTMENT SUPPLIES	17.98
I-270963		D, 9V BATTERIES	16.78			
9/29/2015	AP	DUE: 9/29/2015 DISC: 9/29/2015		1099: N		
		D, 9V BATTERIES		900 5-026-505	BATTERIES-NON VEHICLES	16.78
I-270999		WASP SPRAY	21.55			
9/29/2015	AP	DUE: 9/29/2015 DISC: 9/29/2015		1099: N		
		WASP SPRAY		010 5-163-520	DEPARTMENT SUPPLIES	21.55
I-271038		CHAIN, HOOK	20.28			
9/29/2015	AP	DUE: 9/29/2015 DISC: 9/29/2015		1099: N		
		CHAIN, HOOK		900 5-027-520	DEPARTMENT SUPPLIES	20.28
I-271053		TAPE MEASURE, JOINT COMPOUND	15.38			
9/29/2015	AP	DUE: 9/29/2015 DISC: 9/29/2015		1099: N		
		TAPE MEASURE		900 5-026-580	TOOLS	10.89
		JOINT COMPOUND		900 5-026-520	DEPARTMENT SUPPLIES	4.49
I-271146		NUTS, BOLTS, WASHERS	3.09			
9/30/2015	AP	DUE: 9/30/2015 DISC: 9/30/2015		1099: N		
		NUTS, BOLTS, WASHERS		900 5-037-520	DEPARTMENT SUPPLIES	3.09
I-271194		PVC FITTINGS, GLUE	26.26			
9/30/2015	AP	DUE: 9/30/2015 DISC: 9/30/2015		1099: N		
		PVC FITTINGS, GLUE		900 5-027-555	PLUMBING SUPPLIES	26.26
		=== VENDOR TOTALS ===	481.84			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-00800 COFFEYVILLE CONCRETE COMPANY							
I-136512		20 YARDS OF CONCRETE	1,980.00				
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N			
		20 YARDS OF CONCRETE		900 5-026-510	CEMENT & ASPHALT	1,980.00	
I-136513		9 YARDS OF CONCRETE	756.00				
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N			
		9 YARDS OF CONCRETE		010 5-163-510	CEMENT & ASPHALT	756.00	
=== VENDOR TOTALS ===			2,736.00				
=====							
01-00870 COFFEYVILLE FEED AND FARM SUPP							
I-620008		CHOKE KNOBS	29.00				
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N			
		CHOKE KNOBS		010 5-163-620	EQUIPMENT MAINTENANCE	29.00	
I-621459		RUBBER BOOTS-R. ROBINSON	101.78				
10/16/2015	AP	DUE: 11/15/2015 DISC: 11/15/2015		1099: N			
		RUBBER BOOTS-R. ROBINSON		800 5-020-515	CLOTHING	101.78	
=== VENDOR TOTALS ===			130.78				
=====							
01-00877 COFFEYVILLE FRIENDS OF ANIMALS							
I-201510192744		11/15 SHELTER OPERATING EXP	1,500.00				
10/16/2015	AP	DUE: 10/16/2015 DISC: 10/16/2015		1099: N			
		11/15 SHELTER OPERATING EXP		010 5-025-424	CONTRACTUAL AGREEMENTS	1,500.00	
=== VENDOR TOTALS ===			1,500.00				
=====							
01-00920 COFFEYVILLE INSURANCE ASSOCIAT							
I-000512		BUILDER'S RISK POLICY-NEW GEN	279,900.00				
10/19/2015	AP	DUE: 11/18/2015 DISC: 11/18/2015		1099: N			
		BUILDER'S RISK POLICY-NEW GEN		890 5-030-452	INSURANCE	279,900.00	
		PROJ: GEN-MISC NEW GENERATION PROJECT			MISCELLANEOUS EXPENDITURES		
=== VENDOR TOTALS ===			279,900.00				
=====							
01-01000 COFFEYVILLE REGIONAL MEDICAL C							
I-201510192745		11/15 FACILITY LEASE	750.00				
10/16/2015	AP	DUE: 11/15/2015 DISC: 11/15/2015		1099: N			
		11/15 FACILITY LEASE		520 5-350-424	CONTRACTUAL AGREEMENTS	750.00	
		PROJ: STI-CITYHALL SALES TAX-CAPITAL IMPROV			CITY HALL IMPROVEMENTS		
=== VENDOR TOTALS ===			750.00				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-01001	COFFEYVILLE ROTARY CLUB					
I-1677		3RD QTR DUES, MEALS-FRANCIS	96.25			
10/01/2015	AP	DUE: 10/01/2015 DISC: 10/01/2015		1099: N		
		3RD QTR DUES-FRANCIS		010 5-012-444	DUES/SUBSCRIPTION/PUBLIC	59.25
		3RD QTR MEALS-FRANCIS		010 5-012-490	TRAVEL EXPENSE REIMBURSE	37.00
		=== VENDOR TOTALS ===	96.25			
=====						
01-01090	COUNTRY MART WEST #611					
I-201510152730		COOKIES-NEW GEN GROUND BRK	119.88			
10/06/2015	AP	DUE: 11/05/2015 DISC: 11/05/2015		1099: N		
		COOKIES-NEW GEN GROUND BRK		890 5-030-521	GROUNDBREAKING CEREMONY	119.88
		PROJ: GEN-MISC NEW GENERATION PROJECT			MISCELLANEOUS EXPENDITURES	
I-201510202766		CHILI FIXINGS-LEADERSHIP CVIL	172.06			
10/14/2015	AP	DUE: 11/13/2015 DISC: 11/13/2015		1099: N		
		CHILI FIXINGS-LEADERSHIP CVILL		010 5-041-521	SPECIAL EVENTS	172.06
I-201510202783		BUNS	5.56			
10/13/2015	AP	DUE: 11/12/2015 DISC: 11/12/2015		1099: N		
		BUNS		370 5-000-507	CONCESSIONS	5.56
		=== VENDOR TOTALS ===	297.50			
=====						
01-57405	COX BUSINESS SERVICES					
I-201510152731		CABLE FOR PRO SHOP	89.13			
9/24/2015	AP	DUE: 10/24/2015 DISC: 10/24/2015		1099: N		
		CABLE FOR PRO SHOP		370 5-000-424	CONTRACTUAL AGREEMENTS	89.13
I-201510192746		AQUATIC CENTER SVC-FINAL	0.93			
10/11/2015	AP	DUE: 11/10/2015 DISC: 11/10/2015		1099: N		
		AQUATIC CENTER SVC-FINAL		450 5-000-416	COMMUNICATIONS	0.93
I-201510192747		HGC TELEPHONE SERVICE	36.27			
10/13/2015	AP	DUE: 11/12/2015 DISC: 11/12/2015		1099: N		
		HGC TELEPHONE SERVICE		370 5-000-416	COMMUNICATIONS	36.27
I-201510192748		ELECTRIC ADMIN TELEPHONE SVC	36.27			
10/01/2015	AP	DUE: 10/31/2015 DISC: 10/31/2015		1099: N		
		ELECTRIC ADMIN TELEPHONE SVC		800 5-040-416	COMMUNICATIONS	36.27
I-201510192749		10/15 SENIOR CENTER CABLE	27.51			
10/04/2015	AP	DUE: 11/03/2015 DISC: 11/03/2015		1099: N		
		10/15 SENIOR CENTER CABLE		010 5-133-448	EQUIPMENT-RENTAL/SERVICE	27.51

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-57405	COX BUSINESS SERVICES	(** CONTINUED **)				
=====						
I-201510192750		CEMETERY TELEPHONE SVC	12.00			
10/13/2015	AP	DUE: 11/12/2015 DISC: 11/12/2015		1099: N		
		CEMETERY TELEPHONE SVC		010 5-163-416	COMMUNICATIONS	12.00
=====						
I-201510192761		10/15 OPTICAL INTERNET, PRI	5,770.51			
10/18/2015	AP	DUE: 11/17/2015 DISC: 11/17/2015		1099: N		
		10/15 OPTICAL INTERNET		720 5-000-448	EQUIPMENT-RENTAL/SERVICE	5,000.00
		PRIMARY RATE INTERFACE LINE		010 5-131-416	COMMUNICATIONS	416.08
		PRIMARY RATE INTERFACE LINE		900 5-046-416	COMMUNICATIONS	15.41
		PRIMARY RATE INTERFACE LINE		800 5-040-416	COMMUNICATIONS	223.45
		PRIMARY RATE INTERFACE LINE		760 5-000-416	COMMUNICATIONS	7.71
		PRIMARY RATE INTERFACE LINE		370 5-000-416	COMMUNICATIONS	23.12
		PRIMARY RATE INTERFACE LINE		900 5-037-416	COMMUNICATIONS	30.82
		PRIMARY RATE INTERFACE LINE		720 5-000-416	COMMUNICATIONS	15.41
		PRIMARY RATE INTERFACE LINE		900 5-036-416	COMMUNICATIONS	23.12
		PRIMARY RATE INTERFACE LINE		900 5-026-416	COMMUNICATIONS	15.39
=== VENDOR TOTALS ===			5,972.62			
=====						
01-02447	DECKER CONSTRUCTION, INC.					
=====						
I-CH3		FINAL-CITY HALL INTERIOR DEMO	20,881.02			
10/12/2015	AP	DUE: 10/12/2015 DISC: 10/12/2015		1099: N		
		FINAL-CITY HALL INTERIOR DEMO		520 5-350-478	PROFESSIONAL SERVICES	20,881.02
		PROJ: STI-CITYHALL SALES TAX-CAPITAL IMPROV			CITY HALL IMPROVEMENTS	
=====						
I-YAC-FINAL		FINAL-LIBRARY/YAC RENOVATION	187,978.12			
10/16/2015	AP	DUE: 10/16/2015 DISC: 10/16/2015		1099: N		
		FINAL-YAC RENOVATION		520 5-350-805	BUILDING	137,577.19
		PROJ: STI-YAC SALES TAX-CAPITAL IMPROV			YOUTH ACTIVITY CENTER IMPROV	
		FINAL-LIBRARY RENOVATION		520 5-350-805	BUILDING	50,400.93
		PROJ: STI-LIBRARY SALES TAX-CAPITAL IMPROV			LIBRARY IMPROVEMENTS	
=== VENDOR TOTALS ===			208,859.14			
=====						
01-52884	DELTA DENTAL OF KANSAS, INC.					
=====						
I-1003729201509		9/15 DENTAL PREMIUMS	679.25			
10/15/2015	AP	DUE: 10/15/2015 DISC: 10/15/2015		1099: N		
		9/15 DENTAL PREMIUMS		350 5-716-310	HEALTH INSURANCE	679.25
=== VENDOR TOTALS ===			679.25			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-01175		DIGITAL CONNECTIONS, INC.				
I-36699		DISPATCH MAINT AGRMNT, COPIES	55.39			
10/02/2015	AP	DUE: 11/01/2015 DISC: 11/01/2015		1099: N		
		DISPATCH MAINT AGRMNT, COPIES		010 5-023-448	EQUIPMENT-RENTAL/SERVICE	55.39
I-36735		ED, PP MAINT AGREEMENT, COPIE	87.39			
10/07/2015	AP	DUE: 11/06/2015 DISC: 11/06/2015		1099: N		
		ED MAINT AGREEMENT, COPIES		800 5-020-448	EQUIPMENT-RENTAL/SERVICE	37.52
		PP MAINT AGREEMENT, COPIES		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	49.87
I-36806		PD MAINT AGRMNT, COPIES	11.74			
10/15/2015	AP	DUE: 11/14/2015 DISC: 11/14/2015		1099: N		
		PD MAINT AGRMNT, COPIES		010 5-023-448	EQUIPMENT-RENTAL/SERVICE	11.74
		=== VENDOR TOTALS ===	154.52			
=====						
01-52979		DITCH WITCH OF KANSAS				
I-P06591		REPLCD CLAMP ASSMBLY-LOCATOR	439.79			
10/09/2015	AP	DUE: 11/08/2015 DISC: 11/08/2015		1099: N		
		REPLCD CLAMP ASSMBLY-LOCATOR		800 5-020-620	EQUIPMENT MAINTENANCE	439.79
		=== VENDOR TOTALS ===	439.79			
=====						
01-52993		DOCUMENT DESTRUCTION, INC.				
I-8146		10/6/15 SHREDDING SERVICE	60.00			
10/06/2015	AP	DUE: 11/05/2015 DISC: 11/05/2015		1099: N		
		10/6/15 SHREDDING SERVICE		010 5-017-424	CONTRACTUAL AGREEMENTS	20.00
		10/6/15 SHREDDING SERVICE		010 5-131-424	CONTRACTUAL AGREEMENTS	20.00
		10/6/15 SHREDDING SERVICE		010 5-023-424	CONTRACTUAL AGREEMENTS	20.00
		=== VENDOR TOTALS ===	60.00			
=====						
01-01220		DOLLAR TIRE STORE				
I-27800		12" REPAIR, TUBE, 8" REPAIR	37.74			
9/04/2015	AP	DUE: 10/04/2015 DISC: 10/04/2015		1099: N		
		12" REPAIR, TUBE, 8" REPAIR		800 5-030-575	TIRES & TUBES	37.74
I-27803		10" REPAIR	12.50			
9/04/2015	AP	DUE: 10/04/2015 DISC: 10/04/2015		1099: N		
		10" REPAIR		370 5-000-575	TIRES & TUBES	12.50
		PROJ: E -874 EQUIPMENT			GC - JOHN DEERE BUNKER RAKE	
I-27833		235/80D-17 HANKOOK X 4	880.80			
9/08/2015	AP	DUE: 10/08/2015 DISC: 10/08/2015		1099: N		
		235/80D-17 HANKOOK X 4		900 5-026-575	TIRES & TUBES	880.80
		PROJ: V -1353 VEHICLE			W/WW 2011 SILVERADO 3500	

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-01220	DOLLAR TIRE STORE	(** CONTINUED **)				
I-27850		16" REPAIR	15.00			
9/09/2015	AP	DUE: 10/09/2015 DISC: 10/09/2015		1099: N		
		16" REPAIR		900 5-026-575	TIRES & TUBES	15.00
		PROJ: E -1393 EQUIPMENT			W/WW-2013 JD 310 BACKHOE	
I-27868		22X11-10 CARLISLE X 2	190.00			
9/10/2015	AP	DUE: 10/10/2015 DISC: 10/10/2015		1099: N		
		22X11-10 CARLISLE X 2		370 5-000-575	TIRES & TUBES	190.00
I-27877		22.5 TIRE X 4	1,310.00			
9/10/2015	AP	DUE: 10/10/2015 DISC: 10/10/2015		1099: N		
		22.5 TIRE X 4		010 5-163-575	TIRES & TUBES	1,310.00
		PROJ: V -1442 VEHICLE			PS 2001 STERLING DUMP TRUCK	
I-27926		GOODYEAR 12 PLY TIRE	250.00			
9/14/2015	AP	DUE: 10/14/2015 DISC: 10/14/2015		1099: N		
		GOODYEAR 12 PLY TIRE		900 5-026-575	TIRES & TUBES	250.00
I-27929		22.5" BANDAG	306.31			
9/14/2015	AP	DUE: 10/14/2015 DISC: 10/14/2015		1099: N		
		22.5" BANDAG		010 5-163-575	TIRES & TUBES	306.31
		PROJ: V -1326 VEHICLE			PS - 1997 IHC DUMP TRUCK	
I-28000		12" REPAIR	12.50			
9/15/2015	AP	DUE: 10/15/2015 DISC: 10/15/2015		1099: N		
		12" REPAIR		370 5-000-575	TIRES & TUBES	12.50
		PROJ: E -1327 EQUIPMENT			GC - JD 7400 TERRAIN CUT MOWER	
I-28009		235/75-16 HANKOOK, 16" REPAIR	292.50			
9/16/2015	AP	DUE: 10/16/2015 DISC: 10/16/2015		1099: N		
		235/75-16 HANKOOK, 16" REPAIR		900 5-036-575	TIRES & TUBES	292.50
		PROJ: V -914 VEHICLE			WT-2001 CHEVROLET TRUCK	
I-28025		225X10-8 CARLISLE	95.00			
9/17/2015	AP	DUE: 10/17/2015 DISC: 10/17/2015		1099: N		
		225X10-8 CARLISLE		370 5-000-575	TIRES & TUBES	95.00
		PROJ: E -874 EQUIPMENT			GC - JOHN DEERE BUNKER RAKE	
I-28090		13X5-6 CARLISLE	39.95			
9/21/2015	AP	DUE: 10/21/2015 DISC: 10/21/2015		1099: N		
		13X5-6 CARLISLE		010 5-163-575	TIRES & TUBES	39.95
I-28131-1		12" TUBE, REPAIR	22.50			
9/23/2015	AP	DUE: 10/23/2015 DISC: 10/23/2015		1099: N		
		12" TUBE, REPAIR		010 5-163-575	TIRES & TUBES	22.50
		PROJ: E -1332 EQUIPMENT			PS - PAINT STRIPER - 50 GALLON	

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-01220	DOLLAR TIRE STORE	(** CONTINUED **)					
=====							
I-28183		245/70R-17 YOKOHAMA X 2	404.59				
9/25/2015	AP	DUE: 10/25/2015 DISC: 10/25/2015		1099: N			
		245/70R-17 YOKOHAMA X 2		800 5-020-575	TIRES & TUBES		404.59
		PROJ: V -1078 VEHICLE			ED - 2008 FORD F-150		
=====							
I-28191		REPAIR	15.00				
9/25/2015	AP	DUE: 10/25/2015 DISC: 10/25/2015		1099: N			
		REPAIR		010 5-023-575	TIRES & TUBES		15.00
		PROJ: V -1390 VEHICLE			PD-2013 FORD EXPLORER (068)		
		=== VENDOR TOTALS ===	3,884.39				
=====							
01-53145	ECIVIS, INC.						
=====							
I-104676		GRANT MANAGEMENT, USER LICENS	11,800.00				
10/08/2015	AP	DUE: 10/08/2015 DISC: 10/08/2015		1099: N			
		GRANT MANAGEMENT, USER LICENSE		010 5-131-424	CONTRACTUAL AGREEMENTS		11,800.00
		=== VENDOR TOTALS ===	11,800.00				
=====							
01-53184	ED M. FELD EQUIPMENT COMPANY,						
=====							
I-0283439-IN		SAFETY AIR PACK	600.00				
8/24/2015	AP	DUE: 8/24/2015 DISC: 8/24/2015		1099: N			
		SAFETY AIR PACK		900 5-036-865	SAFETY EQUIPMENT		600.00
		=== VENDOR TOTALS ===	600.00				
=====							
01-53262	EMERT, CHUBB & GETTLER, LLC						
=====							
I-28995		SPECIAL PROSECUTION SVCS	744.50				
10/13/2015	AP	DUE: 10/13/2015 DISC: 10/13/2015		1099: N			
		SPECIAL PROSECUTION SVCS		010 5-013-478	PROFESSIONAL SERVICES		744.50
		=== VENDOR TOTALS ===	744.50				
=====							
01-53339	EUROFINS EATON ANALYTICAL, INC						
=====							
I-S244030		LAB TEST FOR WTP	516.75				
10/06/2015	AP	DUE: 10/06/2015 DISC: 10/06/2015		1099: N			
		LAB TEST FOR WTP		900 5-036-478	PROFESSIONAL SERVICES		516.75
		=== VENDOR TOTALS ===	516.75				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-53435	FASTENAL COMPANY						
I-KSCOF81716		AA BATTERIES	46.08				
8/24/2015	AP	DUE: 9/23/2015 DISC: 9/23/2015		1099: N			
		AA BATTERIES		010 5-041-505	BATTERIES-NON VEHICLES	46.08	
I-KSCOF82063		CABLE TIES, BOLTS	19.43				
9/28/2015	AP	DUE: 10/28/2015 DISC: 10/28/2015		1099: N			
		CABLE TIES, BOLTS		010 5-163-520	DEPARTMENT SUPPLIES	19.43	
I-KSCOF82090		BOLT BIN STOCK	201.36				
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N			
		BOLT BIN STOCK		010 5-163-520	DEPARTMENT SUPPLIES	201.36	
I-KSCOF82092		TAPPING SCREWS	2.40				
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N			
		TAPPING SCREWS		010 5-163-520	DEPARTMENT SUPPLIES	2.40	
I-KSCOF82099		BOLTS	23.20				
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N			
		BOLTS		900 5-036-520	DEPARTMENT SUPPLIES	23.20	
I-KSCOF82176		PRYBAR W/ HANDLE	41.78				
10/06/2015	AP	DUE: 11/05/2015 DISC: 11/05/2015		1099: N			
		PRYBAR W/ HANDLE		010 5-163-580	TOOLS	41.78	
I-KSCOF82183		NUTS, BOLTS	9.05				
10/07/2015	AP	DUE: 11/06/2015 DISC: 11/06/2015		1099: N			
		NUTS, BOLTS		010 5-163-520	DEPARTMENT SUPPLIES	9.05	
I-KSCOF82188		CUT OFF SAW BLADE, CONNECTORS	52.57				
10/07/2015	AP	DUE: 11/06/2015 DISC: 11/06/2015		1099: N			
		CUT OFF SAW BLADE, CONNECTORS		010 5-163-520	DEPARTMENT SUPPLIES	52.57	
I-KSCOF82209		SCREWS X 100	4.59				
10/08/2015	AP	DUE: 11/07/2015 DISC: 11/07/2015		1099: N			
		SCREWS X 100		800 5-030-520	DEPARTMENT SUPPLIES	4.59	
I-KSCOF82252		MARKING PAINT	71.53				
10/09/2015	AP	DUE: 11/08/2015 DISC: 11/08/2015		1099: N			
		MARKING PAINT		900 5-026-520	DEPARTMENT SUPPLIES	71.53	
I-KSCOF82272		BUTT CONNECTORS	22.26				
10/13/2015	AP	DUE: 11/12/2015 DISC: 11/12/2015		1099: N			
		BUTT CONNECTORS		010 5-163-620	EQUIPMENT MAINTENANCE	22.26	
I-KSCOF82273		NUTS, BOLTS	22.49				
10/13/2015	AP	DUE: 11/12/2015 DISC: 11/12/2015		1099: N			
		NUTS, BOLTS		010 5-163-520	DEPARTMENT SUPPLIES	22.49	

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=====						
01-53435	FASTENAL COMPANY	(** CONTINUED **)				
=====						
I-KSCOF82274		NUTS, BOLTS	23.25			
10/13/2015	AP	DUE: 11/12/2015 DISC: 11/12/2015		1099: N		
		NUTS, BOLTS		010 5-163-520	DEPARTMENT SUPPLIES	23.25
=====						
I-KSCOF82282		BATTERIES, LOCK NUTS, CONNECT	135.71			
10/14/2015	AP	DUE: 11/13/2015 DISC: 11/13/2015		1099: N		
		AA, AAA BATTERIES		010 5-163-505	BATTERIES-NON VEHICLES	29.85
		LOCK NUTS, CONNECTORS		010 5-163-520	DEPARTMENT SUPPLIES	105.86
=====						
I-KSCOF82320		SCREWS	28.10			
10/16/2015	AP	DUE: 11/15/2015 DISC: 11/15/2015		1099: N		
		SCREWS		010 5-163-520	DEPARTMENT SUPPLIES	28.10
=====						
I-KSCOF82325		24" EXTENSION LADDER	209.99			
10/16/2015	AP	DUE: 11/15/2015 DISC: 11/15/2015		1099: N		
		EXTENSION LADDER 1/2		900 5-026-570	SAFETY EQUIPMENT	105.00
		EXTENSION LADDER 1/2		900 5-027-570	SAFETY EQUIPMENT	104.99
		=== VENDOR TOTALS ===	913.79			
=====						
01-53470	FEDEX					
=====						
I-5-184-75489		TO AMAZON RETURNS	14.65			
10/08/2015	AP	DUE: 11/07/2015 DISC: 11/07/2015		1099: N		
		TO AMAZON RETURNS		010 5-018-550	OFFICE SUPPLIES	14.65
		=== VENDOR TOTALS ===	14.65			
=====						
01-53474	FERGUSON ENTERPRISES, INC.					
=====						
I-0476896		CONNECTOR FOR WATER METER	530.00			
9/28/2015	AP	DUE: 9/28/2015 DISC: 9/28/2015		1099: N		
		CONNECTOR FOR WATER METER		900 5-026-840	METERS/INSTR/TRANFRMRS	530.00
		=== VENDOR TOTALS ===	530.00			
=====						
01-01329	FIREX, INC					
=====						
I-035528		HYDROSTATIC TESTING	56.00			
10/12/2015	AP	DUE: 11/11/2015 DISC: 11/11/2015		1099: N		
		HYDROSTATIC TESTING		010 5-041-620	EQUIPMENT MAINTENANCE	56.00
		=== VENDOR TOTALS ===	56.00			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-53587	FOLEY EQUIPMENT COMPANY						
I-PS210020485		SENSOR, VALVE	346.06				
10/13/2015	AP	DUE: 10/13/2015 DISC: 10/13/2015		1099: N			
		SENSOR, VALVE		800 5-020-680	VEHICLE-PARTS	346.06	
		PROJ: V -889 VEHICLE			ED-1999 CHEV7 CC7HO42 BUCKET		
		=== VENDOR TOTALS ===	346.06				
=====							
01-01410	FOUR STATE MAINTENANCE SUPPLY,						
I-511126		LIFT STATION DEGREASER	3,416.15				
9/04/2015	AP	DUE: 10/04/2015 DISC: 10/04/2015		1099: N			
		LIFT STATION DEGREASER		900 5-027-525	CHEMICALS/FERTILIZERS/SE	3,416.15	
I-512046		DISPENSER, BATTERIES	36.26				
8/24/2015	AP	DUE: 9/23/2015 DISC: 9/23/2015		1099: N			
		AIR FRESH DISPENSER		010 5-023-520	DEPARTMENT SUPPLIES	34.42	
		D BATTERY		010 5-023-505	BATTERIES-NON VEHICLES	1.84	
I-512809		LEATHER GLOVES X 12 PAIR	74.40				
9/03/2015	AP	DUE: 10/03/2015 DISC: 10/03/2015		1099: N			
		LEATHER GLOVES X 12 PAIR		010 5-163-515	CLOTHING	74.40	
I-512818		BOWL CLEANER, TOWELS, FASTDRA	337.91				
9/03/2015	AP	DUE: 10/03/2015 DISC: 10/03/2015		1099: N			
		BOWL CLEANER, TOWELS, FASTDRAW		010 5-091-520	DEPARTMENT SUPPLIES	337.91	
I-512852		AIR FRESHNER, RUBBER GLOVES	15.67				
9/04/2015	AP	DUE: 10/04/2015 DISC: 10/04/2015		1099: N			
		AIR FRESHNER, RUBBER GLOVES		010 5-163-520	DEPARTMENT SUPPLIES	15.67	
I-512884		DISPOSABLE COVERALLS	59.24				
9/21/2015	AP	DUE: 10/21/2015 DISC: 10/21/2015		1099: N			
		DISPOSABLE COVERALLS		900 5-037-570	SAFETY EQUIPMENT	59.24	
I-513133		MOP HEAD, POP UP TOWELS	40.13				
9/10/2015	AP	DUE: 10/10/2015 DISC: 10/10/2015		1099: N			
		MOP HEAD, POP UP TOWELS		010 5-163-520	DEPARTMENT SUPPLIES	40.13	
I-513412		TRASH CAN LINERS	36.78				
9/16/2015	AP	DUE: 10/16/2015 DISC: 10/16/2015		1099: N			
		TRASH CAN LINERS		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	36.78	
I-513528		SOAP, TOWELS, HAND SANITIZER	235.94				
9/16/2015	AP	DUE: 10/16/2015 DISC: 10/16/2015		1099: N			
		SOAP, TOWELS, HAND SANITIZER		010 5-023-520	DEPARTMENT SUPPLIES	235.94	

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-01410	FOUR STATE MAINTENANCE SUPPLY, (** CONTINUED **)						
I-513599		TOWELS, ENZYME, PESTABS	157.22				
9/18/2015	AP	DUE: 10/18/2015 DISC: 10/18/2015		1099: N			
		TOWELS, ENZYME, PESTABS		800 5-030-520	DEPARTMENT SUPPLIES	157.22	
I-513676		POP UP TOWELS	60.16				
9/21/2015	AP	DUE: 10/21/2015 DISC: 10/21/2015		1099: N			
		POP UP TOWELS		900 5-036-520	DEPARTMENT SUPPLIES	60.16	
I-514023		GLOVES, DISINFECTANT	62.56				
9/25/2015	AP	DUE: 10/25/2015 DISC: 10/25/2015		1099: N			
		BOWL CLEANER, TOWELS, FASTDRAW		010 5-163-520	DEPARTMENT SUPPLIES	62.56	
I-514056		URINAL SCREENS-PUBIC RR	45.50				
9/25/2015	AP	DUE: 10/25/2015 DISC: 10/25/2015		1099: N			
		URINAL SCREENS-PUBIC RR		010 5-163-520	DEPARTMENT SUPPLIES	45.50	
I-514260		MOP, FLOOR CLEANER	28.59				
9/29/2015	AP	DUE: 10/29/2015 DISC: 10/29/2015		1099: N			
		MOP, FLOOR CLEANER		010 5-023-520	DEPARTMENT SUPPLIES	28.59	
I-514261		POP UP TOWELS	30.08				
9/29/2015	AP	DUE: 10/29/2015 DISC: 10/29/2015		1099: N			
		POP UP TOWELS		900 5-026-520	DEPARTMENT SUPPLIES	30.08	
I-514487		PAPER TOWELS, GLOVES	59.01				
10/02/2015	AP	DUE: 11/01/2015 DISC: 11/01/2015		1099: N			
		PAPER TOWELS, GLOVES		900 5-037-520	DEPARTMENT SUPPLIES	59.01	
I-514524		PAPER TOWELS, TISSUE, GLOVES	262.61				
10/02/2015	AP	DUE: 11/01/2015 DISC: 11/01/2015		1099: N			
		PAPER TOWELS, TISSUE, GLOVES		010 5-163-520	DEPARTMENT SUPPLIES	262.61	
I-514609		GLOVES	11.56				
10/05/2015	AP	DUE: 11/04/2015 DISC: 11/04/2015		1099: N			
		GLOVES		010 5-163-520	DEPARTMENT SUPPLIES	11.56	
I-514795		EXCHANGE LATEX GLOVES	2.92				
10/07/2015	AP	DUE: 11/06/2015 DISC: 11/06/2015		1099: N			
		EXCHANGE LATEX GLOVES		010 5-023-520	DEPARTMENT SUPPLIES	2.92	
I-514796		TISSUE	47.22				
10/08/2015	AP	DUE: 11/07/2015 DISC: 11/07/2015		1099: N			
		TISSUE		010 5-023-520	DEPARTMENT SUPPLIES	47.22	
I-514838		TRASH CAN LINERS	34.51				
10/08/2015	AP	DUE: 11/07/2015 DISC: 11/07/2015		1099: N			
		TRASH CAN LINERS		010 5-163-520	DEPARTMENT SUPPLIES	34.51	

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=====							
01-01410	FOUR STATE MAINTENANCE SUPPLY, (** CONTINUED **)						
I-514849		LEATHER GLOVES X 36 PAIR	216.96				
10/08/2015	AP	DUE: 11/07/2015 DISC: 11/07/2015		1099: N			
		LEATHER GLOVES X 36 PAIR 1/2		900 5-027-515	CLOTHING	108.48	
		LEATHER GLOVES X 36 PAIR 1/2		900 5-026-515	CLOTHING	108.48	
I-514909		DUSTMOP, BOWL CLEANER	20.25				
10/09/2015	AP	DUE: 11/08/2015 DISC: 11/08/2015		1099: N			
		DUSTMOP, BOWL CLEANER		010 5-163-520	DEPARTMENT SUPPLIES	20.25	
I-515324		POP UP TOWELS	60.16				
10/16/2015	AP	DUE: 11/15/2015 DISC: 11/15/2015		1099: N			
		POP UP TOWELS		010 5-163-520	DEPARTMENT SUPPLIES	60.16	
		=== VENDOR TOTALS ===	5,351.79				
=====							
01-53743	G & G DOZER LLC						
I-7548		40 YD PU/RESET TREE DUMP	375.00				
9/28/2015	AP	DUE: 10/28/2015 DISC: 10/28/2015		1099: N			
		40 YD PU/RESET TREE DUMP		700 5-000-424	CONTRACTUAL AGREEMENTS	375.00	
I-7549		40 YD PU/RESET TREE DUMP	375.00				
9/28/2015	AP	DUE: 10/28/2015 DISC: 10/28/2015		1099: N			
		40 YD PU/RESET TREE DUMP		700 5-000-424	CONTRACTUAL AGREEMENTS	375.00	
I-7550		30 YD PU/RESET TREE DUMP	300.00				
9/28/2015	AP	DUE: 10/28/2015 DISC: 10/28/2015		1099: N			
		30 YD PU/RESET TREE DUMP		700 5-000-424	CONTRACTUAL AGREEMENTS	300.00	
I-7560		LANDFILL CHGS 709 W 10TH	117.45				
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N			
		LANDFILL CHGS 709 W 10TH		700 5-000-424	CONTRACTUAL AGREEMENTS	117.45	
I-7569		40 YD ROLL OFF 214 W 8TH	375.00				
10/05/2015	AP	DUE: 11/04/2015 DISC: 11/04/2015		1099: N			
		40 YD ROLL OFF 214 W 8TH		700 5-000-424	CONTRACTUAL AGREEMENTS	375.00	
I-7575		30 YD PU/RESET TREE DUMP	300.00				
10/05/2015	AP	DUE: 11/04/2015 DISC: 11/04/2015		1099: N			
		30 YD PU/RESET TREE DUMP		700 5-000-424	CONTRACTUAL AGREEMENTS	300.00	
I-7576		40 YD PU/RESET TREE DUMP	375.00				
10/05/2015	AP	DUE: 11/04/2015 DISC: 11/04/2015		1099: N			
		40 YD PU/RESET TREE DUMP		700 5-000-424	CONTRACTUAL AGREEMENTS	375.00	
I-7577		40 YD PU/RESET TREE DUMP	375.00				
10/05/2015	AP	DUE: 11/04/2015 DISC: 11/04/2015		1099: N			
		40 YD PU/RESET TREE DUMP		700 5-000-424	CONTRACTUAL AGREEMENTS	375.00	

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-53743	G & G DOZER LLC	(** CONTINUED **)				
I-7580		40 YD ROLL OFF 214 W 8TH	375.00			
10/09/2015	AP	DUE: 11/08/2015 DISC: 11/08/2015		1099: N		
		40 YD ROLL OFF 214 W 8TH		700 5-000-424	CONTRACTUAL AGREEMENTS	375.00
I-7588		40 YD ROLL OFF 512 E 6TH	375.00			
10/09/2015	AP	DUE: 11/08/2015 DISC: 11/08/2015		1099: N		
		40 YD ROLL OFF 512 E 6TH		700 5-000-424	CONTRACTUAL AGREEMENTS	375.00
		PROJ: CE -NCLEANUP CODE ENFORCEMENT PROJECTS			NEIGHBORHOOD CLEANUP-DUMPSTERS	
I-7589		30 YD ROLL OFF 5 ADDRESSES	300.00			
10/09/2015	AP	DUE: 11/08/2015 DISC: 11/08/2015		1099: N		
		4104 W 6TH		700 5-000-424	CONTRACTUAL AGREEMENTS	25.00
		1508 W 2ND		700 5-000-424	CONTRACTUAL AGREEMENTS	50.00
		1413 W 6TH		700 5-000-424	CONTRACTUAL AGREEMENTS	25.00
		1605 W 6TH		700 5-000-424	CONTRACTUAL AGREEMENTS	125.00
		1608 W 7TH		700 5-000-424	CONTRACTUAL AGREEMENTS	75.00
I-7596		20 YD ROLL OFF 1401 W 7TH	250.00			
10/09/2015	AP	DUE: 11/08/2015 DISC: 11/08/2015		1099: N		
		20 YD ROLL OFF 1401 W 7TH		700 5-000-424	CONTRACTUAL AGREEMENTS	250.00
		=== VENDOR TOTALS ===	3,892.45			
=====						
01-53800	GALLS, LLC					
I-004082204		UNIFORM PANTS, SHIRTS-HANIGAN	312.99			
9/17/2015	AP	DUE: 10/17/2015 DISC: 10/17/2015		1099: N		
		UNIFORM PANTS, SHIRTS-HANIGAN		010 5-023-515	CLOTHING	312.99
I-004150491		UNIFORM PANTS	89.62			
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N		
		UNIFORM PANTS		010 5-023-515	CLOTHING	89.62
I-004215954		UNIFORM PANTS	46.79			
10/13/2015	AP	DUE: 11/12/2015 DISC: 11/12/2015		1099: N		
		UNIFORM PANTS		010 5-023-515	CLOTHING	46.79
I-004246847		DUTY BELT	63.79			
10/19/2015	AP	DUE: 11/18/2015 DISC: 11/18/2015		1099: N		
		DUTY BELT		010 5-023-515	CLOTHING	63.79
		=== VENDOR TOTALS ===	513.19			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-53817 GEMPLER'S						
I-SI01746519		HOSE FITTINGS	86.65			
7/15/2015	AP	DUE: 7/15/2015 DISC: 7/15/2015		1099: N		
		HOSE FITTINGS		370 5-000-555	PLUMBING SUPPLIES	86.65
		=== VENDOR TOTALS ===	86.65			
=====						
01-53990 GOOD NEWS PUBLISHING, INC.						
I-7318		ADVERTISING FOR GOLF COURSE	40.00			
10/07/2015	AP	DUE: 11/06/2015 DISC: 11/06/2015		1099: N		
		ADVERTISING FOR GOLF COURSE		370 5-000-482	PUBLIC NOTICES	40.00
I-7552		ADVERTISING FOR GOLF COURSE	40.00			
10/14/2015	AP	DUE: 11/13/2015 DISC: 11/13/2015		1099: N		
		ADVERTISING FOR GOLF COURSE		370 5-000-482	PUBLIC NOTICES	40.00
		=== VENDOR TOTALS ===	80.00			
=====						
01-54017 GRAND RIVER DAM AUTHORITY						
I-36,545		9/15 POWER PURCHASE	2,903,099.21			
10/06/2015	AP	DRAFT CK# 000000 10/21/2015		1099: N		
		9/15 POWER PURCHASE-LINDE		800 5-070-538	ENERGY-PURCHASE FIRM	2,082,301.13
		9/15 POWER PURCHASE-CITY		800 5-030-538	ENERGY-PURCHASE FIRM	820,783.08
		WIRE FEE		800 5-030-478	PROFESSIONAL SERVICES	15.00
		=== VENDOR TOTALS ===	2,903,099.21			
=====						
01-54160 HACH COMPANY						
I-9614212		FILTER PAPER FOR LAB TEST	36.50			
10/08/2015	AP	DUE: 11/07/2015 DISC: 11/07/2015		1099: N		
		FILTER PAPER FOR LAB TEST		900 5-036-525	CHEMICALS/FERTILIZERS/SE	36.50
		=== VENDOR TOTALS ===	36.50			
=====						
01-01680 HALL, LEVY, DEVORE, BELL,						
I-201510192751		9/15 LEGAL SERVICES	1,262.00			
10/06/2015	AP	DUE: 11/05/2015 DISC: 11/05/2015		1099: N		
		9/15 LEGAL SERVICES		010 5-013-478	PROFESSIONAL SERVICES	1,262.00
I-201510192752		9/15 CITY PROSECUTOR	3,260.00			
10/06/2015	AP	DUE: 11/05/2015 DISC: 11/05/2015		1099: N		
		9/15 CITY PROSECUTOR		010 5-013-478	PROFESSIONAL SERVICES	3,260.00
		=== VENDOR TOTALS ===	4,522.00			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-54272	HARRELL'S LLC					
C-CREDIT00000023117	2014	FERTILIZER REBATE	162.66CR			
9/17/2015	AP	DUE: 9/17/2015 DISC: 9/17/2015		1099: N		
		2014 FERTILIZER REBATE		370 5-000-525	CHEMICALS/FERTILIZERS/SE	162.66CR
I-INV00853463		FERTILIZER FOR GREENS	263.30			
10/15/2015	AP	DUE: 10/15/2015 DISC: 10/15/2015		1099: N		
		FERTILIZER FOR GREENS		370 5-000-525	CHEMICALS/FERTILIZERS/SE	263.30
=== VENDOR TOTALS ===			100.64			
=====						
01-60222	HD SUPPLY WATERWORKS, LTD.					
I-E521753		REPAIR CLAMPS	540.14			
9/23/2015	AP	DUE: 9/23/2015 DISC: 9/23/2015		1099: N		
		REPAIR CLAMPS		900 5-026-555	PLUMBING SUPPLIES	540.14
I-E530293		REPAIR CLAMPS	262.06			
10/01/2015	AP	DUE: 10/01/2015 DISC: 10/01/2015		1099: N		
		REPAIR CLAMPS		900 5-026-555	PLUMBING SUPPLIES	262.06
I-E538081		2" WATER METER	569.45			
9/24/2015	AP	DUE: 9/24/2015 DISC: 9/24/2015		1099: N		
		2" WATER METER		900 5-026-840	METERS/INSTR/TRANFRMRS	569.45
I-E538427		REPAIR CLAMPS	236.43			
9/25/2015	AP	DUE: 9/25/2015 DISC: 9/25/2015		1099: N		
		REPAIR CLAMPS		900 5-026-555	PLUMBING SUPPLIES	236.43
I-E538894		PLASTIC FITTINGS	26.51			
9/30/2015	AP	DUE: 9/30/2015 DISC: 9/30/2015		1099: N		
		PLASTIC FITTINGS		900 5-027-555	PLUMBING SUPPLIES	26.51
I-E555323		ANGLED DUAL CHECK VALVE	867.40			
10/01/2015	AP	DUE: 10/01/2015 DISC: 10/01/2015		1099: N		
		ANGLED DUAL CHECK VALVE		900 5-026-850	OTHER EQUIPMENT	867.40
I-E555327		GASKETS, REPAIR CLAMP	154.50			
10/01/2015	AP	DUE: 10/01/2015 DISC: 10/01/2015		1099: N		
		GASKETS, REPAIR CLAMP		900 5-026-555	PLUMBING SUPPLIES	154.50
I-E560659		REPAIR CLAMPS	491.38			
10/01/2015	AP	DUE: 10/01/2015 DISC: 10/01/2015		1099: N		
		REPAIR CLAMPS		900 5-026-555	PLUMBING SUPPLIES	491.38
I-E566027		FITTINGS, VALVES	2,144.76			
10/01/2015	AP	DUE: 10/01/2015 DISC: 10/01/2015		1099: N		
		FITTINGS, VALVES		890 5-030-862	PLANT IMPROVEMENTS	2,144.76
		PROJ: GEN-MISC NEW GENERATION PROJECT			MISCELLANEOUS EXPENDITURES	

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-60222	HD SUPPLY	WATERWORKS, LTD. (** CONTINUED **)					
=====							
I-E566176		2" METER	992.85				
10/01/2015	AP	DUE: 10/01/2015 DISC: 10/01/2015		1099: N			
		2" METER		900 5-026-840	METERS/INSTR/TRANFRMRS	992.85	
=====							
I-E571360		VALVE LIDS	108.96				
10/01/2015	AP	DUE: 10/01/2015 DISC: 10/01/2015		1099: N			
		VALVE LIDS		900 5-026-850	OTHER EQUIPMENT	108.96	
=====							
I-E581491		BOLT,WASHER-FIRE HYD REPAIR	92.82				
10/02/2015	AP	DUE: 10/02/2015 DISC: 10/02/2015		1099: N			
		BOLT,WASHER-FIRE HYD REPAIR		900 5-026-555	PLUMBING SUPPLIES	92.82	
=====							
I-E626555		REPAIR CLAMPS	139.04				
10/12/2015	AP	DUE: 10/12/2015 DISC: 10/12/2015		1099: N			
		REPAIR CLAMPS		900 5-026-555	PLUMBING SUPPLIES	139.04	
		=== VENDOR TOTALS ===	6,626.30				
=====							
01-54383	HERITAGE CRYSTAL CLEAN LLC						
=====							
I-13690389		30 GALLON DRUM TOOL CLEANER	188.00				
9/24/2015	AP	DUE: 10/24/2015 DISC: 10/24/2015		1099: N			
		30 GAL DRUM TOOL CLEANER 1/3		010 5-163-478	PROFESSIONAL SERVICES	62.66	
		30 GAL DRUM TOOL CLEANER 1/3		900 5-027-478	PROFESSIONAL SERVICES	62.66	
		30 GAL DRUM TOOL CLEANER 1/3		900 5-026-478	PROFESSIONAL SERVICES	62.68	
		=== VENDOR TOTALS ===	188.00				
=====							
01-01750	HEYMANN IRON & METAL						
=====							
I-0015044		CHANNEL FOR TRAILER REPAIR	29.00				
10/07/2015	AP	DUE: 11/06/2015 DISC: 11/06/2015		1099: N			
		CHANNEL FOR TRAILER REPAIR		010 5-163-620	EQUIPMENT MAINTENANCE	29.00	
=====							
I-0015064		METAL FOR BLR #4 AIR DUCT RPR	22.75				
10/15/2015	AP	DUE: 11/14/2015 DISC: 11/14/2015		1099: N			
		METAL FOR BLR #4 AIR DUCT RPR		800 5-030-620	EQUIPMENT MAINTENANCE	22.75	
		=== VENDOR TOTALS ===	51.75				
=====							
01-01770	HILLCREST GOLF COURSE PETTY CA						
=====							
I-1227		5 CASES OF BEER - LDF SALES	103.15				
9/29/2015	AP	DUE: 10/29/2015 DISC: 10/29/2015		1099: N			
		5 CASES OF BEER - LDF SALES		370 5-000-506	BEER-GOLF COURSE	103.15	

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-01770		HILLCREST GOLF COURSE PETTY CA(** CONTINUED **)				
I-1228		14 CASES OF BEER - BEST BEVER	301.05			
9/29/2015	AP	DUE: 10/29/2015 DISC: 10/29/2015		1099: N		
		14 CASES OF BEER - BEST BEVERA		370 5-000-506	BEER-GOLF COURSE	301.05
I-1229		9 CASES OF BEER - LDF SALES	192.15			
10/06/2015	AP	DUE: 11/05/2015 DISC: 11/05/2015		1099: N		
		9 CASES OF BEER - LDF SALES		370 5-000-506	BEER-GOLF COURSE	192.15
I-1230		9 CASES OF BEER - BEST BEVERA	196.90			
10/06/2015	AP	DUE: 11/05/2015 DISC: 11/05/2015		1099: N		
		9 CASES OF BEER - BEST BEVERAG		370 5-000-506	BEER-GOLF COURSE	196.90
I-1231		9 CASES OF BEER - LDF SALES	192.15			
10/13/2015	AP	DUE: 11/12/2015 DISC: 11/12/2015		1099: N		
		9 CASES OF BEER - LDF SALES		370 5-000-506	BEER-GOLF COURSE	192.15
I-1232		18 CASES OF BEER - BEST BEVER	382.40			
10/13/2015	AP	DUE: 11/12/2015 DISC: 11/12/2015		1099: N		
		18 CASES OF BEER - BEST BEVERA		370 5-000-506	BEER-GOLF COURSE	382.40
		=== VENDOR TOTALS ===	1,367.80			
=====						
01-54605		HUBER & ASSOCIATES, INC.				
I-CW88458		EMAIL SECURE KEY	150.00			
10/13/2015	AP	DUE: 11/12/2015 DISC: 11/12/2015		1099: N		
		EMAIL SECURE KEY		010 5-023-424	CONTRACTUAL AGREEMENTS	150.00
I-CW88468-PL		3 YR SSL SECURE KEY	300.00			
10/13/2015	AP	DUE: 11/12/2015 DISC: 11/12/2015		1099: N		
		3 YR SSL SECURE KEY		010 5-023-424	CONTRACTUAL AGREEMENTS	300.00
		=== VENDOR TOTALS ===	450.00			
=====						
01-54630		HUGO'S INDUSTRIAL SUPPLY, INC.				
I-139782		FLOOR SWEEP X 6	118.26			
10/15/2015	AP	DUE: 11/14/2015 DISC: 11/14/2015		1099: N		
		FLOOR SWEEP X 3		800 5-020-520	DEPARTMENT SUPPLIES	59.13
		FLOOR SWEEP X 3		800 5-030-520	DEPARTMENT SUPPLIES	59.13
		=== VENDOR TOTALS ===	118.26			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-54685	IBT, INC.						
I-6637776		BEARINGS	54.32				
9/18/2015	AP	DUE: 10/18/2015 DISC: 10/18/2015		1099: N			
		BEARINGS		010 5-163-620	EQUIPMENT MAINTENANCE	54.32	
I-6644538		BEARINGS	41.48				
9/29/2015	AP	DUE: 10/29/2015 DISC: 10/29/2015		1099: N			
		BEARINGS		370 5-000-620	EQUIPMENT MAINTENANCE	41.48	
		=== VENDOR TOTALS ===	95.80				
=====							
01-54810	INDEPENDENCE OVERHEAD DOOR, IN						
I-38543		SERVICE CALL, REPAIR	504.00				
10/13/2015	AP	DUE: 11/12/2015 DISC: 11/12/2015		1099: N			
		SERVICE CALL, REPAIR		370 5-000-610	BUILDING MAINTENANCE	504.00	
		STUB COMMENTS: SALES TAX HAS BEEN DEDUCTED					
		=== VENDOR TOTALS ===	504.00				
=====							
01-54948	INTERNATIONAL ACADEMY OF EMERG						
I-162209R		EMD RETESTING FEE-RILEY	30.00				
9/25/2015	AP	DUE: 9/25/2015 DISC: 9/25/2015		1099: N			
		EMD RETESTING FEE-RILEY		010 5-023-428	CONFERENCES-SCHOOLS	30.00	
		=== VENDOR TOTALS ===	30.00				
=====							
01-01660	JAMES GRIMMETT						
I-201510212784		MEALS-LAWRENCE-CHIEF CNFRNC	106.00				
10/21/2015	AP	DUE: 11/20/2015 DISC: 11/20/2015		1099: N			
		MEALS-LAWRENCE-CHIEF CNFRNC		010 5-041-490	TRAVEL EXPENSE REIMBURSE	106.00	
		=== VENDOR TOTALS ===	106.00				
=====							
01-01566	JEFF GRAHAM CONSTRUCTION LLC						
I-201510192762		PAY #3-INTERSECTION, DRAIN	48,984.33				
10/13/2015	AP	DUE: 10/13/2015 DISC: 10/13/2015		1099: N			
		PAY #3-INTERSECTION, DRAIN		520 5-220-868	STREET IMPROVEMENTS	48,984.33	
		PROJ: STS-2015INTE SALES TAX - RES. STREETS			2015 INTERSECTION IMPROVEMENTS		
		=== VENDOR TOTALS ===	48,984.33				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-02686 JENNIFER BLAGG						
I-201510192753		MILEAGE-IOLA-DEBT RECOVERY	81.08			
10/16/2015	AP	DUE: 10/16/2015 DISC: 10/16/2015		1099: N		
		MILEAGE-IOLA-DEBT RECOVERY		010 5-017-490	TRAVEL EXPENSE REIMBURSE	81.08
=====						
I-201510202775		MEALS, MILEAGE-SALINA-TRNG	301.23			
10/16/2015	AP	DUE: 10/16/2015 DISC: 10/16/2015		1099: N		
		MEALS-SALINA-CUST SVC TRNG		010 5-017-490	TRAVEL EXPENSE REIMBURSE	35.00
		MILES-SALINA-CUST SVC TRNG		010 5-017-490	TRAVEL EXPENSE REIMBURSE	266.23
=== VENDOR TOTALS ===			382.31			
=====						
01-59550 JOE SMITH COMPANY, INC.						
I-928857		CANDY, NUTS, CHIPS	157.10			
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N		
		CANDY, NUTS, CHIPS		370 5-000-507	CONCESSIONS	157.10
=====						
I-930892		CANDY, CHIPS, PIZZA ROLLS	232.97			
10/15/2015	AP	DUE: 11/14/2015 DISC: 11/14/2015		1099: N		
		CANDY, CHIPS, PIZZA ROLLS		370 5-000-507	CONCESSIONS	232.97
=== VENDOR TOTALS ===			390.07			
=====						
01-01642 JON'S TIRE & WHEEL LLC						
I-28026		MOUNT, DISPOSAL X 2	44.00			
10/01/2015	AP	DUE: 10/01/2015 DISC: 10/01/2015		1099: N		
		MOUNT, DISPOSAL X 2		010 5-023-575	TIRES & TUBES	44.00
		PROJ: V -1359 VEHICLE			PD - 2011 CHARGER (565418)	
=====						
I-28075		245/75R17 TIRES X 4	874.20			
10/12/2015	AP	DUE: 10/12/2015 DISC: 10/12/2015		1099: N		
		245/75R17 TIRES X 4		800 5-020-575	TIRES & TUBES	874.20
		PROJ: V -1363 VEHICLE			ED - 2012 FORD F350 (07781)	
=== VENDOR TOTALS ===			918.20			
=====						
01-55608 KANSAS DEPARTMENT OF HEALTH AN						
I-201510202765		LATE FILING CIVIL PENALTY-CAO	2,500.00			
10/13/2015	AP	DUE: 10/13/2015 DISC: 10/13/2015		1099: N		
		LATE FILING CIVIL PENALTY-CAO		800 5-030-486	TAXES, LICENSES, PERMITS	2,500.00
=== VENDOR TOTALS ===			2,500.00			

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=====							
01-55610	KANSAS DEPARTMENT OF REVENUE						
I-201510212792		9/15 HGC SALES TAX	983.06				
9/30/2015	AP	DRAFT CK# 000000 10/26/2015		1099: N			
		9/15 HGC SALES TAX		370 5-000-486	TAXES, LICENSES, PERMITS	983.06	
		=== VENDOR TOTALS ===	983.06				
=====							
01-55620	KANSAS DEPARTMENT OF REVENUE						
I-201510192754		10/15 EST STATE, CITY TAX	1,000.00				
9/30/2015	AP	DRAFT CK# 000002 10/26/2015		1099: N			
		10/15 ESTIMATED STATE TAX		210 5-000-486	TAXES, LICENSES, PERMITS	500.00	
		10/15 ESTIMATED CITY TAX		210 5-000-486	TAXES, LICENSES, PERMITS	500.00	
I-42621-1		9/15 STATE, CITY TAX	64,898.73				
9/30/2015	AP	DRAFT CK# 000001 10/26/2015		1099: N			
		9/15 STATE TAX		210 5-000-486	TAXES, LICENSES, PERMITS	37,925.28	
		9/15 CITY TAX		210 5-000-486	TAXES, LICENSES, PERMITS	26,973.45	
		=== VENDOR TOTALS ===	65,898.73				
=====							
01-55361	KANSAS GREEN SCHOOLS PROGRAM						
I-201510202764		PROJECT FUNDING PER CAO	2,500.00				
10/13/2015	AP	DUE: 10/13/2015 DISC: 10/13/2015		1099: N			
		PROJECT FUNDING PER CAO		800 5-030-486	TAXES, LICENSES, PERMITS	2,500.00	
		=== VENDOR TOTALS ===	2,500.00				
=====							
01-55700	KANSAS HIGHWAY PATROL						
I-6316226 - 6316250		KHP VINS	50.00				
10/16/2015	AP	DUE: 11/15/2015 DISC: 11/15/2015		1099: N			
		KHP VINS		250 5-000-424	CONTRACTUAL AGREEMENTS	50.00	
		=== VENDOR TOTALS ===	50.00				
=====							
01-02070	KANSAS LUMBER COMPANY						
I-284840		INTAKE HOSE, NAILS	4.00				
9/14/2015	AP	DUE: 10/14/2015 DISC: 10/14/2015		1099: N			
		INTAKE HOSE, NAILS		800 5-030-520	DEPARTMENT SUPPLIES	4.00	
I-284973		BLOCKS, SHIMS	49.88				
8/31/2015	AP	DUE: 9/30/2015 DISC: 9/30/2015		1099: N			
		BLOCKS, SHIMS		900 5-026-520	DEPARTMENT SUPPLIES	49.88	

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=====						
01-02070	KANSAS LUMBER COMPANY	(** CONTINUED **)				
I-285162		LUMBER-NEW GEN TEMP SVC	827.56			
9/03/2015	AP	DUE: 10/03/2015 DISC: 10/03/2015		1099: N		
		LUMBER-NEW GEN TEMP SVC		890 5-030-862	PLANT IMPROVEMENTS	827.56
		PROJ: GEN-CONSTR NEW GENERATION PROJECT			CONSTRUCTION EXPENDITURES	
I-285183		LUMBER-NEW GEN TEMP SVC	13.79			
9/03/2015	AP	DUE: 10/03/2015 DISC: 10/03/2015		1099: N		
		LUMBER-NEW GEN TEMP SVC		890 5-030-862	PLANT IMPROVEMENTS	13.79
		PROJ: GEN-CONSTR NEW GENERATION PROJECT			CONSTRUCTION EXPENDITURES	
I-285384		FINISH NAILS	0.95			
9/10/2015	AP	DUE: 10/10/2015 DISC: 10/10/2015		1099: N		
		FINISH NAILS		010 5-163-520	DEPARTMENT SUPPLIES	0.95
I-285412		CAULK	6.60			
9/11/2015	AP	DUE: 10/11/2015 DISC: 10/11/2015		1099: N		
		CAULK		010 5-163-520	DEPARTMENT SUPPLIES	6.60
I-285494		LUMBER, SCREWS-NEW GEN TEMP	109.54			
9/14/2015	AP	DUE: 10/14/2015 DISC: 10/14/2015		1099: N		
		LUMBER, SCREWS-NEW GEN TEMP		890 5-030-862	PLANT IMPROVEMENTS	109.54
		PROJ: GEN-CONSTR NEW GENERATION PROJECT			CONSTRUCTION EXPENDITURES	
I-285515		LUMBER	37.29			
9/14/2015	AP	DUE: 10/14/2015 DISC: 10/14/2015		1099: N		
		LUMBER		760 5-000-520	DEPARTMENT SUPPLIES	37.29
I-285620		CONCRETE BLOCKS, CAPS X 20	41.80			
9/16/2015	AP	DUE: 10/16/2015 DISC: 10/16/2015		1099: N		
		CONCRETE BLOCKS, CAPS X 20		900 5-026-520	DEPARTMENT SUPPLIES	41.80
I-285829		POST FOR CEMETERY REPAIR	17.80			
9/22/2015	AP	DUE: 10/22/2015 DISC: 10/22/2015		1099: N		
		POST FOR CEMETERY REPAIR		800 5-020-572	SUPPLIES-OTHER	17.80
		=== VENDOR TOTALS ===	1,109.21			
=====						
01-59252	KANSAS SECURED TITLE AND ABSTR					
I-MG0000158		ZC-2015-04 1000 GILLAM AVE	240.00			
10/08/2015	AP	DUE: 10/08/2015 DISC: 10/08/2015		1099: N		
		ZC-2015-04 1000 GILLAM AVE		010 5-132-478	PROFESSIONAL SERVICES	240.00
I-MG0000159		HO-2015-02 MARTIN	170.00			
10/06/2015	AP	DUE: 10/06/2015 DISC: 10/06/2015		1099: N		
		HO-2015-02 MARTIN		010 5-132-478	PROFESSIONAL SERVICES	170.00
		=== VENDOR TOTALS ===	410.00			

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=====						
01-02777 KENDAL FRANCIS						

I-201510192755		MILEAGE-TOPEKA-LKM CNFRNC	91.43			
10/12/2015	AP	DUE: 10/12/2015 DISC: 10/12/2015		1099: N		
		MILEAGE-TOPEKA-LKM CNFRNC		010 5-012-490	TRAVEL EXPENSE REIMBURSE	91.43
=== VENDOR TOTALS ===			91.43			
=====						
01-00420 KWIN BROMLEY						

I-201510212785		LUNCH-KC, MO-VEHICLE P/U	10.00			
10/20/2015	AP	DUE: 11/19/2015 DISC: 11/19/2015		1099: N		
		LUNCH-KC, MO-VEHICLE P/U		010 5-023-490	TRAVEL EXPENSE REIMBURSE	10.00
=== VENDOR TOTALS ===			10.00			
=====						
01-56185 LANDMARK DODGE, INC.						

I-402714		2014 DODGE CHARGER LESS TRADE	20,238.00			
10/15/2015	AP	MANUAL CK# 003659 10/15/2015		1099: N		
		2014 DODGE CHARGER		500 5-023-875	VEHICLES	22,738.00
		PROJ: V -1447 VEHICLE			PD 2014 DODGE CHARGER	
		TRADE-IN 2010 DODGE CHARGER		500 5-023-875	VEHICLES	2,500.00CR
		PROJ: V -1313 VEHICLE			PD-2010 DODGE CHARGER (8686)	
=== VENDOR TOTALS ===			20,238.00			
=====						
01-56329 LEAGUE OF KANSAS MUNICIPALITIE						

I-15-3037		REGIONAL SUPPER-K. FRANCIS	15.00			
10/21/2015	AP	DUE: 10/21/2015 DISC: 10/21/2015		1099: N		
		REGIONAL SUPPER-K. FRANCIS		010 5-012-490	TRAVEL EXPENSE REIMBURSE	15.00
=== VENDOR TOTALS ===			15.00			
=====						
01-02190 LIEBERT BROTHERS ELECTRIC COMP						

I-18045		REPLACEMENT BULBS	189.60			
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N		
		REPLACEMENT BULBS		900 5-037-610	BUILDING MAINTENANCE	189.60
STUB COMMENTS: SALES TAX HAS BEEN DEDUCTED						

I-18046		CORD, TAPE, CONNECTOR-FOUNTAI	79.70			
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N		
		CORD, TAPE, CONNECTOR-FOUNTAIN		760 5-000-520	DEPARTMENT SUPPLIES	79.70
=== VENDOR TOTALS ===			269.30			

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=====						
01-56500 LOCKE SUPPLY COMPANY						
I-26909554-00		FILTERS X 26	111.91			
10/01/2015	AP	DUE: 10/31/2015 DISC: 10/31/2015		1099: N		
		FILTERS X 26		010 5-071-520	DEPARTMENT SUPPLIES	111.91
STUB COMMENTS: SALES TAX HAS BEEN DEDUCTED						
I-27037227-00		FILTERS X 24	122.66			
10/19/2015	AP	DUE: 11/18/2015 DISC: 11/18/2015		1099: N		
		FILTERS X 24		010 5-071-520	DEPARTMENT SUPPLIES	122.66
STUB COMMENTS: SALES TAX HAS BEEN DEDUCTED						
=== VENDOR TOTALS ===			234.57			
=====						
01-02357 M & M ENGINEERED PRODUCTS, LLC						
I-3845		BRACKETS, TUBING, LABOR	5,200.00			
3/16/2015	AP	DUE: 3/16/2015 DISC: 3/16/2015		1099: N		
		BRACKETS, TUBING		230 5-000-680	VEHICLE-PARTS	200.00
		PROJ: V -1402 VEHICLE			PD - MRAP MILITARY VEHICLE	
		R/R HOOKS, HANDLES, STEPS		230 5-000-690	VEHICLE-LABOR	5,000.00
		PROJ: V -1402 VEHICLE			PD - MRAP MILITARY VEHICLE	
=== VENDOR TOTALS ===			5,200.00			
=====						
01-02430 MED-ECON PHARMACY						
I-201510152732		UPS - WTP LAB TESTING	6.00			
9/28/2015	AP	DUE: 10/28/2015 DISC: 10/28/2015		1099: N		
		UPS - WTP LAB TESTING		900 5-036-550	OFFICE SUPPLIES	6.00
=== VENDOR TOTALS ===			6.00			
=====						
01-56909 METRO COURIER, INC.						
I-0089010-IN		LAB TEST TO KDHE	27.48			
10/15/2015	AP	DUE: 10/15/2015 DISC: 10/15/2015		1099: N		
		LAB TEST TO KDHE		900 5-036-550	OFFICE SUPPLIES	27.48
=== VENDOR TOTALS ===			27.48			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-56971 MID AMERICA SANITATION							
I-19647		PORTABLE TOILET RENTAL	186.15				
10/14/2015	AP	DUE: 10/14/2015 DISC: 10/14/2015		1099: N			
		PORTABLE TOILET RENTAL		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	186.15	
		=== VENDOR TOTALS ===	186.15				
=====							
01-57071 MIDWEST FERTILIZER							
I-201510212788		GRAIN ELEVATOR WIRELESS LEASE	6,000.00				
10/21/2015	AP	DUE: 10/21/2015 DISC: 10/21/2015		1099: N			
		GRAIN ELEVATOR WIRELESS LEASE		720 5-000-424	CONTRACTUAL AGREEMENTS	6,000.00	
		=== VENDOR TOTALS ===	6,000.00				
=====							
01-57100 MIDWEST MINERALS, INC.							
I-135827		10.34 TONS OF ROCK	73.41				
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N			
		10.34 TONS OF ROCK		900 5-026-565	ROCK-SAND-DIRT	73.41	
I-135828		213.47 TON OF SS-5 ROCK	1,515.65				
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N			
		213.47 TON OF SS-5 ROCK		890 5-030-862	PLANT IMPROVEMENTS	1,515.65	
		PROJ: GEN-MISC NEW GENERATION PROJECT			MISCELLANEOUS EXPENDITURES		
I-135829		72.09 TON OF ROCK	511.84				
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N			
		72.09 TON OF ROCK		900 5-027-565	ROCK-SAND-DIRT	511.84	
I-135830		53.8 TON OF ROCK	381.98				
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N			
		53.8 TON OF ROCK		370 5-000-565	ROCK-SAND-DIRT	381.98	
I-135831		314.33 TON ROCK-SANTA FE RBLD	2,376.84				
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N			
		314.33 TON ROCK-SANTA FE RBLD		810 5-020-565	ROCK-SAND-DIRT	2,376.84	
		PROJ: ELE-SANTA FE ELECTRIC PROJECTS			SANTA FE DISTRIBUTION LINE		
		=== VENDOR TOTALS ===	4,859.72				
=====							
01-03430 MIDWEST OFFICE							
C-15284CM		RETURN CALCULATOR/ADD MACH	97.75CR				
10/19/2015	AP	DUE: 10/19/2015 DISC: 10/19/2015		1099: N			
		RETURN CALCULATOR/ADD MACH		010 5-017-550	OFFICE SUPPLIES	97.75CR	

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=====						
01-03430	MIDWEST OFFICE	(** CONTINUED **)				
=====						
C-971014		TRANSFER CREDIT TO MIDWEST	0.10CR			
9/30/2015	AP	DUE: 9/30/2015 DISC: 9/30/2015		1099: N		
		TRANSFER CREDIT TO MIDWEST		010 5-131-550	OFFICE SUPPLIES	0.10CR
=====						
I-979551		SHEET PROTECTORS	11.68			
10/09/2015	AP	DUE: 11/08/2015 DISC: 11/08/2015		1099: N		
		SHEET PROTECTORS		010 5-045-550	OFFICE SUPPLIES	11.68
=====						
I-980800		CALCULATOR/ADDING MACHINE X 2	195.50			
10/16/2015	AP	DUE: 11/15/2015 DISC: 11/15/2015		1099: N		
		CALCULATOR/ADDING MACHINE X 2		010 5-017-550	OFFICE SUPPLIES	195.50
=====						
I-980826		CALCULATOR/ADDING MACHINE	56.12			
10/19/2015	AP	DUE: 11/18/2015 DISC: 11/18/2015		1099: N		
		CALCULATOR/ADDING MACHINE		010 5-017-550	OFFICE SUPPLIES	56.12
=====						
I-980865		NOTE PADS	3.18			
10/16/2015	AP	DUE: 11/15/2015 DISC: 11/15/2015		1099: N		
		NOTE PADS		800 5-020-550	OFFICE SUPPLIES	3.18
		=== VENDOR TOTALS ===	168.63			
=====						
01-57194	MITCHELL 1					
=====						
I-3961324		ONLINE DIAGNOSTIC SERVICES	4,428.00			
9/29/2015	AP	DUE: 9/29/2015 DISC: 9/29/2015		1099: N		
		ONLINE DIAGNOSTIC SERVICES 1/9		010 5-163-478	PROFESSIONAL SERVICES	492.00
		ONLINE DIAGNOSTIC SERVICES 1/9		900 5-027-478	PROFESSIONAL SERVICES	492.00
		ONLINE DIAGNOSTIC SERVICES 1/9		900 5-037-478	PROFESSIONAL SERVICES	492.00
		ONLINE DIAGNOSTIC SERVICES 1/9		800 5-020-478	PROFESSIONAL SERVICES	492.00
		ONLINE DIAGNOSTIC SERVICES 1/9		900 5-026-478	PROFESSIONAL SERVICES	492.00
		ONLINE DIAGNOSTIC SERVICES 1/9		900 5-036-478	PROFESSIONAL SERVICES	492.00
		ONLINE DIAGNOSTIC SERVICES 1/9		760 5-000-478	PROFESSIONAL SERVICES	492.00
		ONLINE DIAGNOSTIC SERVICES 1/9		010 5-023-478	PROFESSIONAL SERVICES	492.00
		ONLINE DIAGNOSTIC SERVICES 1/9		010 5-041-478	PROFESSIONAL SERVICES	492.00
		=== VENDOR TOTALS ===	4,428.00			
=====						
01-02550	MONTGOMERY COUNTY ACTION COUNC					
=====						
I-260		3RD QTR BOD MEETING-FRANCIS	20.00			
10/05/2015	AP	DUE: 11/04/2015 DISC: 11/04/2015		1099: N		
		3RD QTR BOD MEETING-FRANCIS		010 5-012-490	TRAVEL EXPENSE REIMBURSE	20.00
		=== VENDOR TOTALS ===	20.00			

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=====							
01-57280	MONTGOMERY COUNTY DEPARTMENT O						
I-000273		9/15 PRISONER BOARDING	630.00				
10/08/2015	AP	DUE: 11/07/2015 DISC: 11/07/2015		1099: N			
		9/15 PRISONER BOARDING		010 5-023-478	PROFESSIONAL SERVICES	630.00	
		=== VENDOR TOTALS ===	630.00				
=====							
01-57315	MONTGOMERY COUNTY PUBLIC WORKS						
I-2015930		BRIDGE INSPECTION, ANALYSIS	238.00				
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N			
		BRIDGE INSPECTION, ANALYSIS		010 5-071-478	PROFESSIONAL SERVICES	238.00	
		=== VENDOR TOTALS ===	238.00				
=====							
01-57320	MONTGOMERY COUNTY REGISTER OF						
I-201510152733		COPY OF DEED, FILING	2.00				
10/05/2015	AP	DUE: 11/04/2015 DISC: 11/04/2015		1099: N			
		COPY OF DEED, FILING		010 5-071-478	PROFESSIONAL SERVICES	2.00	
		=== VENDOR TOTALS ===	2.00				
=====							
01-57605	NATIONAL INTEGRATED PEST MANAG						
I-42296		PEST CONTROL - CSC	35.00				
10/13/2015	AP	DUE: 11/12/2015 DISC: 11/12/2015		1099: N			
		PEST CONTROL - CSC		010 5-017-424	CONTRACTUAL AGREEMENTS	35.00	
I-42297		PEST CONTROL - FD	45.00				
10/13/2015	AP	DUE: 11/12/2015 DISC: 11/12/2015		1099: N			
		PEST CONTROL - FD		010 5-041-424	CONTRACTUAL AGREEMENTS	45.00	
		=== VENDOR TOTALS ===	80.00				
=====							
01-57680	NATIONAL SIGN COMPANY, INC.						
I-IN-176682		NO TRUCK SIGNS	86.72				
10/08/2015	AP	DUE: 11/07/2015 DISC: 11/07/2015		1099: N			
		NO TRUCK SIGNS		010 5-163-585	TRAFFIC SIGN MATERIAL	86.72	
		=== VENDOR TOTALS ===	86.72				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-57783 NEWMAN SIGNS, INC.						
I-TI-0290779 SIGN POSTS, SIGNAGE 3,020.50						
10/07/2015	AP	DUE: 11/06/2015 DISC: 11/06/2015		1099: N		
		SIGN POSTS, SIGNAGE		010 5-163-585	TRAFFIC SIGN MATERIAL	3,020.50
		=== VENDOR TOTALS ===	3,020.50			
=====						
01-57825 NORTHERN SAFETY COMPANY, INC.						
I-901644631 HVY DUTY TAPE,TRASH LINERS 183.60						
10/08/2015	AP	DUE: 11/07/2015 DISC: 11/07/2015		1099: N		
		HVY DUTY TAPE,TRASH LINERS		800 5-020-520	DEPARTMENT SUPPLIES	183.60
I-901646535 SAFETY VESTS X 12 203.40						
10/09/2015	AP	DUE: 11/08/2015 DISC: 11/08/2015		1099: N		
		SAFETY VESTS X 12		890 5-030-570	SAFETY EQUIPMENT	203.40
		PROJ: GEN-MISC NEW GENERATION PROJECT			MISCELLANEOUS EXPENDITURES	
		=== VENDOR TOTALS ===	387.00			
=====						
01-57900 O'MALLEY EQUIPMENT COMPANY, IN						
I-214591 BLADE CLUTCH 108.16						
10/06/2015	AP	DUE: 11/05/2015 DISC: 11/05/2015		1099: N		
		BLADE CLUTCH		360 5-000-620	EQUIPMENT MAINTENANCE	108.16
		PROJ: E -1106 EQUIPMENT			AP - JD 10' BUSH HOG MX10	
		=== VENDOR TOTALS ===	108.16			
=====						
01-02720 O'REILLY AUTOMOTIVE, INC.						
C-0144-475332 RETURN BRAKE FLUID 6.69CR						
9/22/2015	AP	DUE: 9/22/2015 DISC: 9/22/2015		1099: N		
		RETURN BRAKE FLUID		010 5-163-545	MOTOR FUELS/LUBRICANTS	6.69CR
C-0144-479735 EXCHANGE BATTERY 48.14CR						
10/15/2015	AP	DUE: 10/15/2015 DISC: 10/15/2015		1099: N		
		EXCHANGE BATTERY		760 5-000-620	EQUIPMENT MAINTENANCE	48.14CR
I-0144-473331 WIRE LOOM, FABRIC 19.99						
9/11/2015	AP	DUE: 10/11/2015 DISC: 10/11/2015		1099: N		
		WIRE LOOM, FABRIC		010 5-023-680	VEHICLE-PARTS	19.99
		PROJ: V -1402 VEHICLE			PD - MRAP MILITARY VEHICLE	
I-0144-473838 FUNNEL 2.59						
9/14/2015	AP	DUE: 10/14/2015 DISC: 10/14/2015		1099: N		
		FUNNEL		900 5-027-520	DEPARTMENT SUPPLIES	2.59

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=====						
01-02720	O'REILLY AUTOMOTIVE, INC.	(** CONTINUED **)				
I-0144-475330		BRAKE FLUID	6.69			
9/22/2015	AP	DUE: 10/22/2015 DISC: 10/22/2015		1099: N		
		BRAKE FLUID		010 5-163-545	MOTOR FUELS/LUBRICANTS	6.69
I-0144-477263		BULBS, OIL, GREASE	18.16			
10/02/2015	AP	DUE: 11/01/2015 DISC: 11/01/2015		1099: N		
		BULBS		900 5-037-680	VEHICLE-PARTS	10.78
		PROJ: V -929 VEHICLE			W-2002 GMC TRUCK	
		OIL, GREASE		900 5-037-545	MOTOR FUELS/LUBRICANTS	7.38
		PROJ: V -929 VEHICLE			W-2002 GMC TRUCK	
I-0144-478026		FUEL FILTERS X 2	118.24			
10/06/2015	AP	DUE: 11/05/2015 DISC: 11/05/2015		1099: N		
		FUEL FILTERS X 2		800 5-020-680	VEHICLE-PARTS	118.24
		PROJ: V -1308 VEHICLE			2009 ALTEC INT'L TROUBLE TRUCK	
I-0144-478191		HYDRAULIC FILTER	15.46			
10/07/2015	AP	DUE: 11/06/2015 DISC: 11/06/2015		1099: N		
		HYDRAULIC FILTER		800 5-020-680	VEHICLE-PARTS	15.46
		PROJ: V -1408 VEHICLE			ED - 2013 FORD BUCKET TRUCK	
I-0144-478284		SPARK PLUGS	12.18			
10/07/2015	AP	DUE: 11/06/2015 DISC: 11/06/2015		1099: N		
		SPARK PLUGS		010 5-163-620	EQUIPMENT MAINTENANCE	12.18
		PROJ: E -1316 EQUIPMENT			GC - G-PLEX III GREENS MOWER	
I-0144-478447		BULBS	2.25			
10/08/2015	AP	DUE: 11/07/2015 DISC: 11/07/2015		1099: N		
		BULBS		010 5-163-520	DEPARTMENT SUPPLIES	2.25
I-0144-478623		ANTI-FREEZE	12.99			
10/09/2015	AP	DUE: 11/08/2015 DISC: 11/08/2015		1099: N		
		ANTI-FREEZE		900 5-037-590	VEHICLE-EQUIP SUPPLIES	12.99
I-0144-479320		FUEL FILTER	12.22			
10/13/2015	AP	DUE: 11/12/2015 DISC: 11/12/2015		1099: N		
		FUEL FILTER		800 5-020-680	VEHICLE-PARTS	12.22
		PROJ: V -889 VEHICLE			ED-1999 CHEV7 CC7HO42 BUCKET	
I-0144-479679		OIL, AIR, FUEL FILTERS	127.89			
10/15/2015	AP	DUE: 11/14/2015 DISC: 11/14/2015		1099: N		
		OIL, AIR, FUEL FILTERS		800 5-020-680	VEHICLE-PARTS	127.89
		PROJ: V -1408 VEHICLE			ED - 2013 FORD BUCKET TRUCK	
I-0144-479681		TRANSMISSION TREATMENT	7.99			
10/15/2015	AP	DUE: 11/14/2015 DISC: 11/14/2015		1099: N		
		TRANSMISSION TREATMENT		900 5-026-545	MOTOR FUELS/LUBRICANTS	7.99
		PROJ: V -915 VEHICLE			WD-2001 CHEVROLET TRUCK	

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=====							
01-02720	O'REILLY AUTOMOTIVE, INC. (** CONTINUED **)						
I-0144-479813		TOOL BOX CYLINDERS	34.36				
10/15/2015	AP	DUE: 11/14/2015 DISC: 11/14/2015		1099: N			
		TOOL BOX CYLINDERS		010 5-163-680	VEHICLE-PARTS	34.36	
		PROJ: V -1247 VEHICLE			PS - 2008 CHEVY 4WD 1/2 TON		
I-0144-479972		CHARGING PORT	3.69				
10/16/2015	AP	DUE: 11/15/2015 DISC: 11/15/2015		1099: N			
		CHARGING PORT		010 5-023-680	VEHICLE-PARTS	3.69	
		PROJ: V -1312 VEHICLE			PD-2010 DODGE CHARGER (8685)		
I-144-478181		SWITCH, TURN SIGNAL	152.79				
10/07/2015	AP	DUE: 11/06/2015 DISC: 11/06/2015		1099: N			
		SWITCH, TURN SIGNAL		010 5-163-680	VEHICLE-PARTS	152.79	
		PROJ: V -805 VEHICLE			ED-1997 CHEVROLET 1 TON TRUCK		
		=== VENDOR TOTALS ===	492.66				
=====							
01-02700	O.K. ELECTRIC WORKS, INC.						
I-09176		REPAIR SHOP FAN	65.90				
10/05/2015	AP	DUE: 11/04/2015 DISC: 11/04/2015		1099: N			
		REPAIR SHOP FAN		370 5-000-620	EQUIPMENT MAINTENANCE	65.90	
		=== VENDOR TOTALS ===	65.90				
=====							
01-57905	OLSSON ASSOCIATES						
I-239086		9/15 REDEVELOPMENT PLAN SVCS	1,563.60				
10/08/2015	AP	DUE: 10/08/2015 DISC: 10/08/2015		1099: N			
		9/15 REDEVELOPMENT PLAN SVCS		010 5-132-478	PROFESSIONAL SERVICES	1,563.60	
		=== VENDOR TOTALS ===	1,563.60				
=====							
01-02727	ORSCHLON COFFEYVILLE 36						
I-0417		BOOTS, RAIN GEAR-T. BATES	51.98				
9/21/2015	AP	DUE: 9/21/2015 DISC: 9/21/2015		1099: N			
		BOOTS, RAIN GEAR-T. BATES		010 5-163-515	CLOTHING	51.98	
I-0627		BAR OIL	23.96				
9/21/2015	AP	DUE: 9/21/2015 DISC: 9/21/2015		1099: N			
		BAR OIL		010 5-163-545	MOTOR FUELS/LUBRICANTS	23.96	
I-0672		PLASTIC TWINE	31.99				
9/22/2015	AP	DUE: 9/22/2015 DISC: 9/22/2015		1099: N			
		PLASTIC TWINE		010 5-163-520	DEPARTMENT SUPPLIES	31.99	

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VENDOR SET: 01 CITY OF COFFEYVILLE

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-02727	ORSCHLH	COFFEYVILLE 36	(** CONTINUED **)			
I-1023		VALVE, ELBOW, TEFLON TAPE	30.64			
9/24/2015	AP	DUE: 9/24/2015 DISC: 9/24/2015		1099: N		
		VALVE, ELBOW, TEFLON TAPE		010 5-163-555	PLUMBING SUPPLIES	30.64
I-1039		CABLE, CLIPS	33.36			
9/24/2015	AP	DUE: 9/24/2015 DISC: 9/24/2015		1099: N		
		CABLE, CLIPS		370 5-000-520.02	DEPARTMENT SUPPLIES-MAIN	33.36
I-1234		CLEANING CLOTH	6.99			
10/01/2015	AP	DUE: 10/01/2015 DISC: 10/01/2015		1099: N		
		CLEANING CLOTH		010 5-163-520	DEPARTMENT SUPPLIES	6.99
I-1778		WIRE ROPE	19.75			
9/28/2015	AP	DUE: 9/28/2015 DISC: 9/28/2015		1099: N		
		WIRE ROPE		010 5-163-620	EQUIPMENT MAINTENANCE	19.75
		PROJ: E -1332 EQUIPMENT			PS - PAINT STRIPER - 50 GALLON	
I-2084		NUTS, BOLTS, WASHERS	6.89			
9/29/2015	AP	DUE: 9/29/2015 DISC: 9/29/2015		1099: N		
		NUTS, BOLTS, WASHERS		010 5-163-585	TRAFFIC SIGN MATERIAL	6.89
I-2149		PIN FOR TRAILER	7.38			
9/30/2015	AP	DUE: 9/30/2015 DISC: 9/30/2015		1099: N		
		PIN FOR TRAILER		010 5-163-620	EQUIPMENT MAINTENANCE	7.38
I-2417		PAINT, BRUSHES, COUPLING	17.84			
10/01/2015	AP	DUE: 10/01/2015 DISC: 10/01/2015		1099: N		
		PAINT, BRUSHES, COUPLING		010 5-163-520	DEPARTMENT SUPPLIES	17.84
I-3073		ASPHALT COATING, ROLLER	19.48			
10/08/2015	AP	DUE: 10/08/2015 DISC: 10/08/2015		1099: N		
		ASPHALT COATING, ROLLER		010 5-163-520	DEPARTMENT SUPPLIES	19.48
I-3273		HOSE, NOZZLE	109.97			
10/05/2015	AP	DUE: 10/05/2015 DISC: 10/05/2015		1099: N		
		HOSE, NOZZLE		900 5-026-520	DEPARTMENT SUPPLIES	109.97
I-3319		PLUGS, CAPS	12.93			
10/05/2015	AP	DUE: 10/05/2015 DISC: 10/05/2015		1099: N		
		PLUGS, CAPS		010 5-163-520	DEPARTMENT SUPPLIES	12.93
I-3690		RAIN GEAR, BOOTS-D. WALKER	51.98			
10/13/2015	AP	DUE: 10/13/2015 DISC: 10/13/2015		1099: N		
		RAIN GEAR, BOOTS-D. WALKER		010 5-163-515	CLOTHING	51.98
I-4596		ANTIFREEZE-WINTERIZE POOL	71.82			
10/12/2015	AP	DUE: 10/12/2015 DISC: 10/12/2015		1099: N		
		ANTIFREEZE-WINTERIZE POOL		900 5-026-572	SUPPLIES-OTHER	71.82

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-02727	ORSCHLH COFFEYVILLE 36	(** CONTINUED **)				
=====						
I-4671		K9 FOOD	46.99			
10/12/2015	AP	DUE: 10/12/2015 DISC: 10/12/2015		1099: N		
		K9 FOOD		010 5-023-520	DEPARTMENT SUPPLIES	46.99
=====						
I-9953		TIES, CLOTH, BITS, NUTS	19.61			
9/18/2015	AP	DUE: 9/18/2015 DISC: 9/18/2015		1099: N		
		TIES, CLOTH, BITS, NUTS		760 5-000-520	DEPARTMENT SUPPLIES	19.61
=====						
		=== VENDOR TOTALS ===	563.56			
=====						
01-57980	ORTHOPAEDIC SURGICAL CENTER, I					
=====						
I-201510192756		11/15 LEASE - 1501 W 4TH	650.00			
10/16/2015	AP	DUE: 10/16/2015 DISC: 10/16/2015		1099: N		
		11/15 LEASE - 1501 W 4TH		520 5-350-424	CONTRACTUAL AGREEMENTS	650.00
		PROJ: STI-CITYHALL SALES TAX-CAPITAL IMPROV			CITY HALL IMPROVEMENTS	
=====						
		=== VENDOR TOTALS ===	650.00			
=====						
01-57998	OZONIA NORTH AMERICA LLC					
=====						
I--408380		POWER SUPPLY	484.23			
9/30/2015	AP	DUE: 9/30/2015 DISC: 9/30/2015		1099: N		
		POWER SUPPLY		900 5-037-610	BUILDING MAINTENANCE	484.23
=====						
		=== VENDOR TOTALS ===	484.23			
=====						
01-58037	PACE ANALYTICAL SERVICES, INC.					
=====						
I-156189864		LAB TEST FOR WWTP	145.00			
9/29/2015	AP	DUE: 10/29/2015 DISC: 10/29/2015		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	145.00
=====						
I-156190175		LAB TEST FOR WWTP	128.00			
10/01/2015	AP	DUE: 10/31/2015 DISC: 10/31/2015		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	128.00
=====						
I-156190394		LAB TEST FOR WWTP	145.00			
10/05/2015	AP	DUE: 11/04/2015 DISC: 11/04/2015		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	145.00
=====						
I-156190837		LAB TEST FOR WWTP	145.00			
10/13/2015	AP	DUE: 11/12/2015 DISC: 11/12/2015		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	145.00
=====						
I-156190953		LAB TEST FOR WWTP	239.00			
10/14/2015	AP	DUE: 11/13/2015 DISC: 11/13/2015		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	239.00
=====						
		=== VENDOR TOTALS ===	802.00			

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-----ID-----		GROSS		P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-58136	PAYPAL					
I-201510222795		SPARE CISCO CORE SWITCH	1,977.61			
5/30/2015	AP	DRAFT CK# 000001 5/30/2015		1099: N		
		SPARE CISCO CORE SWITCH		500 5-310-845	OFFICE FURNITURE & EQUIP	1,977.61
I-201510222796		HARD DRIVE FOR HP SERVER	1,115.73			
7/01/2015	AP	DRAFT CK# 000002 7/01/2015		1099: N		
		HARD DRIVE FOR HP SERVER 1/2		720 5-000-850	OTHER EQUIPMENT	557.87
		HARD DRIVE FOR HP SERVER 1/2		500 5-310-845	OFFICE FURNITURE & EQUIP	557.86
=== VENDOR TOTALS ===			3,093.34			
=====						
01-58154	PEGGY L. BLAIR					
I-201510202768		1401 W 7TH LOT CLEAN UP	400.00			
10/16/2015	AP	DUE: 10/16/2015 DISC: 10/16/2015		1099: N		
		1401 W 7TH LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	400.00
I-201510202769		1413 W 6TH LOT CLEAN UP	50.00			
10/16/2015	AP	DUE: 10/16/2015 DISC: 10/16/2015		1099: N		
		1413 W 6TH LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	50.00
I-201510202770		1605 W 6TH LOT CLEAN UP	125.00			
10/16/2015	AP	DUE: 10/16/2015 DISC: 10/16/2015		1099: N		
		1605 W 6TH LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	125.00
I-201510202771		1608 W 7TH LOT CLEAN UP	200.00			
10/13/2015	AP	DUE: 10/13/2015 DISC: 10/13/2015		1099: N		
		1608 W 7TH LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	200.00
I-201510202772		1508 W 2ND LOT CLEAN UP	250.00			
10/13/2015	AP	DUE: 10/13/2015 DISC: 10/13/2015		1099: N		
		1508 W 2ND LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	250.00
I-201510202773		4104 W 6TH LOT CLEAN UP	250.00			
10/13/2015	AP	DUE: 10/13/2015 DISC: 10/13/2015		1099: N		
		4104 W 6TH LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	250.00
=== VENDOR TOTALS ===			1,275.00			
=====						
01-02810	PEPSI-COLA					
I-27109410		20 OZ, GATORADE	368.91			
10/15/2015	AP	DUE: 11/14/2015 DISC: 11/14/2015		1099: N		
		20 OZ, GATORADE		370 5-000-507	CONCESSIONS	368.91
=== VENDOR TOTALS ===			368.91			

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-----ID-----			GROSS	P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-58180	PEREGRINE CORPORATION						
I-988170		10/2/15 UTILITY BILL PRINTING	1,294.05				
10/07/2015	AP	DUE: 10/07/2015 DISC: 10/07/2015		1099: N			
		10/2/15 UTILITY BILL PRINTING		010 5-017-478	PROFESSIONAL SERVICES	1,294.05	
I-989053		10/7/15 LATE NOTICES	297.64				
10/13/2015	AP	DUE: 10/13/2015 DISC: 10/13/2015		1099: N			
		10/7/15 LATE NOTICES		010 5-017-478	PROFESSIONAL SERVICES	297.64	
		=== VENDOR TOTALS ===	1,591.69				
=====							
01-58213	PETROLINK USA, LLC						
I-12297		LUBE OIL ANALYSIS UNITS 6&7	53.53				
10/01/2015	AP	DUE: 10/01/2015 DISC: 10/01/2015		1099: N			
		LUBE OIL ANALYSIS UNITS 6&7		800 5-030-478	PROFESSIONAL SERVICES	53.53	
		=== VENDOR TOTALS ===	53.53				
=====							
01-02950	POLICE DEPARTMENT PETTY CASH F						
I-201510212786		PRIORITY MAIL-VEHICLE TITLE	16.95				
10/19/2015	AP	DUE: 11/18/2015 DISC: 11/18/2015		1099: N			
		PRIORITY MAIL-VEHICLE TITLE		010 5-023-550	OFFICE SUPPLIES	16.95	
I-201510212787		POSTAGE DUE	1.60				
8/19/2015	AP	DUE: 9/18/2015 DISC: 9/18/2015		1099: N			
		POSTAGE DUE		010 5-023-550	OFFICE SUPPLIES	1.60	
		=== VENDOR TOTALS ===	18.55				
=====							
01-58393	POOR BOY TREE SERVICE, INC.						
I-201510202780		TREE TRIMMING THRU 10/09/15	4,023.57				
10/09/2015	AP	DUE: 10/09/2015 DISC: 10/09/2015		1099: N			
		TREE TRIMMING THRU 10/09/15		800 5-020-424	CONTRACTUAL AGREEMENTS	4,023.57	
I-201510202781		TREE TRIMMING THRU 10/16/15	4,305.31				
10/16/2015	AP	DUE: 10/16/2015 DISC: 10/16/2015		1099: N			
		TREE TRIMMING THRU 10/16/15		800 5-020-424	CONTRACTUAL AGREEMENTS	4,305.31	
		=== VENDOR TOTALS ===	8,328.88				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-58219	PROFESSIONAL TURF PRODUCTS, LP					
I-1314755-00		REPLACEMENT VALVES	303.48			
9/23/2015	AP	DUE: 9/23/2015 DISC: 9/23/2015		1099: N		
		REPLACEMENT VALVES		370 5-000-555	PLUMBING SUPPLIES	303.48
=====						
I-5006244-00		HOSE CARTS, FILTER KITS	13,527.94			
9/30/2015	AP	DUE: 9/30/2015 DISC: 9/30/2015		1099: N		
		TORO MD WORKMAN HOSE CART		380 5-000-850	OTHER EQUIPMENT	6,749.51
		PROJ: E -1444 EQUIPMENT			GC TORO WORKMAN CART (1033)	
		TORO MD WORKMAN HOSE CART		380 5-000-850	OTHER EQUIPMENT	6,749.51
		PROJ: E -1445 EQUIPMENT			GC TORO WORKMAN CART (1034)	
		HOSE KIT		370 5-000-620	EQUIPMENT MAINTENANCE	28.92
		=== VENDOR TOTALS ===	13,831.42			
=====						
01-58516	PROPET DISTRIBUTORS, INC.					
I-109604		DOG LITTER PICK UP BAGS	172.90			
10/05/2015	AP	DUE: 10/05/2015 DISC: 10/05/2015		1099: N		
		DOG LITTER PICK UP BAGS		760 5-000-520	DEPARTMENT SUPPLIES	172.90
		=== VENDOR TOTALS ===	172.90			
=====						
01-58517	PROVIBTECH, INC.					
I-85635		SHIPPING CHARGES FOR RETURN	24.00			
8/12/2015	AP	DUE: 8/12/2015 DISC: 8/12/2015		1099: N		
		SHIPPING CHARGES FOR RETURN		800 5-030-550	OFFICE SUPPLIES	24.00
		=== VENDOR TOTALS ===	24.00			
=====						
01-58700	R & R PRODUCTS, INC.					
I-CD1952833		WETTING AGENT	313.88			
9/23/2015	AP	DUE: 10/23/2015 DISC: 10/23/2015		1099: N		
		WETTING AGENT		370 5-000-525	CHEMICALS/FERTILIZERS/SE	313.88
=====						
I-CD1953350		BEDKNIFE	87.75			
9/24/2015	AP	DUE: 10/24/2015 DISC: 10/24/2015		1099: N		
		BEDKNIFE		370 5-000-620	EQUIPMENT MAINTENANCE	87.75
		PROJ: E -1371 EQUIPMENT			GC-2012 JACOBSEN FAIRWAY MOWER	
		=== VENDOR TOTALS ===	401.63			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME----- DISTRIBUTION
=====					
01-02113		RADIO RESULTS GROUP			
I-285-00022-0000		9/15 KUSN ADVERTISING	239.00		
9/30/2015	AP	DUE: 9/30/2015 DISC: 9/30/2015		1099: N	
		9/15 KUSN ADVERTISING		370 5-000-482	PUBLIC NOTICES 239.00
=== VENDOR TOTALS ===			239.00		

01-58850 REPUBLIC SERVICES #376

I-0376-000369941		10/15 CITY CONTRACT	1,684.02		
9/30/2015	AP	DUE: 9/30/2015 DISC: 9/30/2015		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 180.50
		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
		ELECTRIC GEN TEMPORARY 6 YD		800 5-030-478	PROFESSIONAL SERVICES 86.62
=== VENDOR TOTALS ===			1,684.02		

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-03217 ROGER L. GOSSARD							
I-201510192757		10/15 INDIGENT DEFENDER	800.00				
10/16/2015	AP	DUE: 10/16/2015 DISC: 10/16/2015		1099: N			
		10/15 INDIGENT DEFENDER		010 5-013-478	PROFESSIONAL SERVICES		800.00
		=== VENDOR TOTALS ===	800.00				
=====							
01-03247 ROUGH COUNTRY TOWING & RECOVER							
I-7191		TOW UNIT 1426	70.00				
9/28/2015	AP	DUE: 9/28/2015 DISC: 9/28/2015		1099: N			
		TOW UNIT 1426		010 5-023-478	PROFESSIONAL SERVICES		70.00
		PROJ: V -1426 VEHICLE			PD - 2014 DODGE CHARGER		
		=== VENDOR TOTALS ===	70.00				
=====							
01-59125 SANDBAGGER GOLF & TURF							
I-11624		COIL FOR VALVES	93.30				
10/05/2015	AP	DUE: 11/04/2015 DISC: 11/04/2015		1099: N			
		COIL FOR VALVES		370 5-000-620	EQUIPMENT MAINTENANCE		93.30
		PROJ: E -1232 EQUIPMENT			PS - HUSTLER RANGE WING MOWER		
I-11634		CONTROL SWITCHES	362.00				
10/09/2015	AP	DUE: 11/08/2015 DISC: 11/08/2015		1099: N			
		CONTROL SWITCHES		370 5-000-620	EQUIPMENT MAINTENANCE		362.00
I-11645		CART RENTAL-CVR TOURNAMENT	1,000.00				
10/16/2015	AP	DUE: 11/15/2015 DISC: 11/15/2015		1099: N			
		CART RENTAL-CVR TOURNAMENT		370 5-000-448	EQUIPMENT-RENTAL/SERVICE		1,000.00
I-17774		COIL	89.70				
6/26/2015	AP	DUE: 7/26/2015 DISC: 7/26/2015		1099: N			
		COIL		010 5-163-620	EQUIPMENT MAINTENANCE		89.70
I-18204		RESTRAINT, BACK SUPPORT-CART	105.75				
10/05/2015	AP	DUE: 11/04/2015 DISC: 11/04/2015		1099: N			
		RESTRAINT, BACK SUPPORT-CART		370 5-000-620	EQUIPMENT MAINTENANCE		105.75
		=== VENDOR TOTALS ===	1,650.75				
=====							
01-59188 SCHULTE SUPPLY, INC.							
I-S1108242.001		2" WATER METER	595.00				
9/24/2015	AP	DUE: 9/24/2015 DISC: 9/24/2015		1099: N			
		2" WATER METER		900 5-026-840	METERS/INSTR/TRANFRMRS		595.00
		=== VENDOR TOTALS ===	595.00				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03385	SEK	READY MIX, INC.				
I-277		FLOWABLE FILL, CONCRETE	1,540.00			
9/15/2015	AP	DUE: 9/15/2015 DISC: 9/15/2015		1099: N		
		FLOWABLE FILL, CONCRETE		760 5-000-510	CEMENT & ASPHALT	1,540.00
		=== VENDOR TOTALS ===	1,540.00			
=====						
01-59310	SEKRPC					
I-118-NSP-09-014		NSP ADMINISTRATION FEES	117.12			
10/06/2015	AP	DUE: 11/05/2015 DISC: 11/05/2015		1099: N		
		NSP ADMINISTRATION FEES		420 5-924-478	PROFESSIONAL SERVICES	117.12
		PROJ: NSP-ADMIN NSP GRANT			ADMINISTRATION	
		=== VENDOR TOTALS ===	117.12			
=====						
01-03453	SEW	N SO				
I-307511		PATCH SEWING-DAVIS	16.00			
9/17/2015	AP	DUE: 9/17/2015 DISC: 9/17/2015		1099: N		
		PATCH SEWING-DAVIS		010 5-023-515	CLOTHING	16.00
I-607111		PATCH SEWING-R. YELL	3.00			
9/10/2015	AP	DUE: 9/10/2015 DISC: 9/10/2015		1099: N		
		PATCH SEWING-R. YELL		010 5-023-515	CLOTHING	3.00
		=== VENDOR TOTALS ===	19.00			
=====						
01-03452	SHELBY	SEWELL				
I-201510192758		REIMBURSE GLO STICKS-HALLOWEE	49.99			
10/09/2015	AP	DUE: 10/09/2015 DISC: 10/09/2015		1099: N		
		REIMBURSE GLO STICKS-HALLOWEEN		010 5-023-521	SPECIAL EVENTS	49.99
		=== VENDOR TOTALS ===	49.99			
=====						
01-03460	SHERWIN WILLIAMS	COMPANY				
I-2301-8		STREET PAINT	81.00			
10/08/2015	AP	DUE: 11/07/2015 DISC: 11/07/2015		1099: N		
		STREET PAINT		010 5-163-520	DEPARTMENT SUPPLIES	81.00
I-2334-9		STREET PAINT, GLASS BEADS	3,437.66			
10/09/2015	AP	DUE: 11/08/2015 DISC: 11/08/2015		1099: N		
		STREET PAINT, GLASS BEADS		010 5-163-520	DEPARTMENT SUPPLIES	3,437.66
I-2393-5		LUBE FOR SPRAY GUNS	8.99			
10/12/2015	AP	DUE: 11/11/2015 DISC: 11/11/2015		1099: N		
		LUBE FOR SPRAY GUNS		010 5-163-620	EQUIPMENT MAINTENANCE	8.99

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03460	SHERWIN WILLIAMS COMPANY	(** CONTINUED **)				
I-2413-01		TRAY, BRUSHES-CHAMBER CEILING	23.13			
10/12/2015	AP	DUE: 11/11/2015 DISC: 11/11/2015		1099: N		
		TRAY, BRUSHES-CHAMBER CEILING		800 5-030-572	SUPPLIES-OTHER	23.13
I-2440-4		POLE SANDER	29.69			
10/13/2015	AP	DUE: 11/12/2015 DISC: 11/12/2015		1099: N		
		POLE SANDER		800 5-030-580	TOOLS	29.69
I-2458-6		WHITE STREET PAINT	81.00			
10/14/2015	AP	DUE: 11/13/2015 DISC: 11/13/2015		1099: N		
		WHITE STREET PAINT		010 5-163-520	DEPARTMENT SUPPLIES	81.00
I-2544-3		SPONGE	5.30			
10/16/2015	AP	DUE: 11/15/2015 DISC: 11/15/2015		1099: N		
		SPONGE		800 5-030-520	DEPARTMENT SUPPLIES	5.30
I-2549-2		WHITE STREET PAINT	81.00			
10/16/2015	AP	DUE: 11/15/2015 DISC: 11/15/2015		1099: N		
		WHITE STREET PAINT		010 5-163-520	DEPARTMENT SUPPLIES	81.00
		=== VENDOR TOTALS ===	3,747.77			
=====						
01-59035	SMC ELECTRIC SUPPLY					
I-51055629-00		3 REELS WIRE RPLCD ON TURBINE	18,649.92			
10/14/2015	AP	DUE: 11/13/2015 DISC: 11/13/2015		1099: N		
		3 REELS WIRE RPLCD ON TURBINE		800 5-030-815	CONDUCTORS	18,649.92
I-51056256-00		PARTS DEGREASER, GLASS CLEANER	271.21			
10/08/2015	AP	DUE: 11/07/2015 DISC: 11/07/2015		1099: N		
		PARTS DEGREASER, GLASS CLEANER		800 5-020-520	DEPARTMENT SUPPLIES	271.21
I-51056256-01		GLASS CLEANER X 24	88.57			
10/14/2015	AP	DUE: 11/13/2015 DISC: 11/13/2015		1099: N		
		GLASS CLEANER X 24		800 5-020-520	DEPARTMENT SUPPLIES	88.57
I-51056266-00		VINYL TAPE X 10 ROLLS	46.43			
10/09/2015	AP	DUE: 11/08/2015 DISC: 11/08/2015		1099: N		
		VINYL TAPE X 10 ROLLS		800 5-020-520	DEPARTMENT SUPPLIES	46.43
		=== VENDOR TOTALS ===	19,056.13			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-59722	SOUTHWEST POWER POOL, INC.					
=====						
I-TRN0915CMLP		9/15 TRANSMISSION SERVICE	364,284.70			
9/30/2015	AP	DRAFT CK# 000000 10/16/2015		1099: N		
		9/15 TRANSMISSION SVC-LINDE		800 5-070-426	NETWORK TRANSMISSION SER	249,091.78
		9/15 TRANSMISSION SVC-CITY		800 5-022-426	NETWORK TRANSMISSION SER	115,177.92
		WIRE FEE		800 5-030-478	PROFESSIONAL SERVICES	15.00
		=== VENDOR TOTALS ===	364,284.70			
=====						
01-03137	STEPHANIE RICHARDSON					
=====						
I-201510222794		MEALS, MILEAGE-PARSON-TRNG	54.85			
10/22/2015	AP	DUE: 11/21/2015 DISC: 11/21/2015		1099: N		
		MEAL-PARSONS-USDA FUNDING		010 5-014-490	TRAVEL EXPENSE REIMBURSE	10.00
		MILEAGE-PARSONS-USDA FUNDING		010 5-014-490	TRAVEL EXPENSE REIMBURSE	44.85
		=== VENDOR TOTALS ===	54.85			
=====						
01-60006	STREAKWAVE WIRELESS, INC.					
=====						
I-529634		10GB SFP X 2	232.45			
10/08/2015	AP	DUE: 10/08/2015 DISC: 10/08/2015		1099: N		
		10GB SFP X 2		500 5-310-845	OFFICE FURNITURE & EQUIP	232.45
		=== VENDOR TOTALS ===	232.45			
=====						
01-03645	STRIMPLE SIGN & OUTDOOR POWER,					
=====						
I-25648		GRASSHOPPER MOWER REPAIR	77.10			
7/01/2015	AP	DUE: 7/31/2015 DISC: 7/31/2015		1099: N		
		GRASSHOPPER MOWER REPAIR		010 5-163-620	EQUIPMENT MAINTENANCE	77.10
=====						
I-25664		CLUTCH SWITCH	42.74			
7/06/2015	AP	DUE: 8/05/2015 DISC: 8/05/2015		1099: N		
		CLUTCH SWITCH		010 5-163-620	EQUIPMENT MAINTENANCE	42.74
=====						
I-26027		BELL, CAP RODS, PINS	73.47			
9/29/2015	AP	DUE: 10/29/2015 DISC: 10/29/2015		1099: N		
		BELL		900 5-037-620	EQUIPMENT MAINTENANCE	36.24
		PROJ: E -994 EQUIPMENT			PS - DIXON MOWER	
		CAP RODS, PINS		900 5-037-620	EQUIPMENT MAINTENANCE	37.23
		PROJ: E -1001 EQUIPMENT			W/WW- '05 DIXON GRIZZLY MOWER	
=====						
I-26060		DECK SPACERS	30.14			
10/09/2015	AP	DUE: 11/08/2015 DISC: 11/08/2015		1099: N		
		DECK SPACERS		010 5-163-620	EQUIPMENT MAINTENANCE	30.14
		=== VENDOR TOTALS ===	223.45			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-60168		SYSO OF KANSAS CITY, INC.				
I-510011032		BURGERS, CUPS, GATORADE	506.61			
10/01/2015	AP	DUE: 10/31/2015 DISC: 10/31/2015		1099: N		
		BURGERS, CUPS, GATORADE		370 5-000-507	CONCESSIONS	506.61
		=== VENDOR TOTALS ===	506.61			
=====						
01-60183		T.C. UNDERGROUND, INC.				
I-3277		BORE, INSTALL CONDUIT	2,271.10			
10/07/2015	AP	DUE: 10/07/2015 DISC: 10/07/2015		1099: N		
		BORE, INSTALL CONDUIT		800 5-020-478	PROFESSIONAL SERVICES	2,271.10
		=== VENDOR TOTALS ===	2,271.10			
=====						
01-60176		TG TECHNICAL SERVICES				
I-10671		CALIBRATION GAS-MONITORS/SENS	765.74			
10/15/2015	AP	DUE: 10/15/2015 DISC: 10/15/2015		1099: N		
		CALIBRATION GAS FOR MONITORS		010 5-041-525	CHEMICALS/FERTILIZERS/SE	200.00
		CALIBRATION GAS SENSOR		500 5-041-850	OTHER EQUIPMENT	565.74
		PROJ: HAZ-EQUIP HAZMAT RESPONSES			EQUIPMENT PURCHASES	
		=== VENDOR TOTALS ===	765.74			
=====						
01-03770		THOMPSON BROTHERS SUPPLIES, IN				
I-656031		NOZZLES, TIPS	30.76			
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N		
		NOZZLES, TIPS		010 5-163-520	DEPARTMENT SUPPLIES	30.76
I-656666		COMPRESSED HYDROGEN X 10	260.50			
10/08/2015	AP	DUE: 11/07/2015 DISC: 11/07/2015		1099: N		
		COMPRESSED HYDROGEN X 10		800 5-030-525	CHEMICALS/FERTILIZERS/SE	260.50
I-656772		COMPRESSED GAS	35.00			
10/08/2015	AP	DUE: 11/07/2015 DISC: 11/07/2015		1099: N		
		COMPRESSED GAS		010 5-163-525	CHEMICALS/FERTILIZERS/SE	35.00
I-656872		COMPRESSED HYDROGEN X 8	208.90			
10/09/2015	AP	DUE: 11/08/2015 DISC: 11/08/2015		1099: N		
		COMPRESSED HYDROGEN X 8		800 5-030-525	CHEMICALS/FERTILIZERS/SE	208.90
I-656980		EARPLUGS X 6	11.43			
10/12/2015	AP	DUE: 11/11/2015 DISC: 11/11/2015		1099: N		
		EARPLUGS X 6		800 5-030-570	SAFETY EQUIPMENT	11.43

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03770		THOMPSON BROTHERS SUPPLIES, IN(** CONTINUED **)				
I-657017		CABLE WELDING	31.82			
10/12/2015	AP	DUE: 11/11/2015 DISC: 11/11/2015		1099: N		
		CABLE WELDING		370 5-000-620	EQUIPMENT MAINTENANCE	31.82
I-657019		HARD HAT X 2	58.26			
10/12/2015	AP	DUE: 11/11/2015 DISC: 11/11/2015		1099: N		
		HARD HAT X 2		900 5-026-570	SAFETY EQUIPMENT	58.26
I-657321		COMPRESSED HYDROGEN X 10	260.50			
10/15/2015	AP	DUE: 11/14/2015 DISC: 11/14/2015		1099: N		
		COMPRESSED HYDROGEN X 10		800 5-030-525	CHEMICALS/FERTILIZERS/SE	260.50
I-657452		CALIBRATION GAS-AIR MONITORS	427.36			
10/15/2015	AP	DUE: 11/14/2015 DISC: 11/14/2015		1099: N		
		CALIBRATION GAS-AIR MONITORS		800 5-030-525	CHEMICALS/FERTILIZERS/SE	427.36
I-RN05190060		CYLINDER RENTAL	32.50			
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N		
		CYLINDER RENTAL		010 5-163-448	EQUIPMENT-RENTAL/SERVICE	32.50
		=== VENDOR TOTALS ===	1,357.03			
=====						
01-50100		TITLEIST				
I-901352354		GOLF SHOES FOR RESALE	109.00			
10/30/2015	AP	DUE: 11/29/2015 DISC: 11/29/2015		1099: N		
		GOLF SHOES FOR RESALE		370 5-000-508	PRO SHOP SUPPLIES	109.00
		=== VENDOR TOTALS ===	109.00			
=====						
01-03810		TOOL SUPPLY, INC.				
I-0084496-00		HEX SCREWS	5.00			
10/30/2015	AP	DUE: 11/29/2015 DISC: 11/29/2015		1099: N		
		HEX SCREWS		900 5-037-520	DEPARTMENT SUPPLIES	5.00
I-0084535-00		PUNCH	32.73			
10/05/2015	AP	DUE: 11/04/2015 DISC: 11/04/2015		1099: N		
		PUNCH		010 5-163-580	TOOLS	32.73
I-0084573-00		GATORADE MIX	16.35			
10/07/2015	AP	DUE: 11/06/2015 DISC: 11/06/2015		1099: N		
		GATORADE MIX		900 5-026-520	DEPARTMENT SUPPLIES	16.35
I-0084618-00		GATORADE MIX	16.15			
10/12/2015	AP	DUE: 11/11/2015 DISC: 11/11/2015		1099: N		
		GATORADE MIX		900 5-026-520	DEPARTMENT SUPPLIES	16.15

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03810	TOOL SUPPLY, INC.		(** CONTINUED **)			
=====						
I-0084625-00		BOTTOM TAP	9.58			
10/12/2015	AP	DUE: 11/11/2015 DISC: 11/11/2015		1099: N		
		BOTTOM TAP		800 5-020-580	TOOLS	9.58
=====						
I-0084646-00		STEEL TOOL CHEST	640.58			
10/14/2015	AP	DUE: 11/13/2015 DISC: 11/13/2015		1099: N		
		STEEL TOOL CHEST		800 5-020-850	OTHER EQUIPMENT	640.58
=====						
		=== VENDOR TOTALS ===	720.39			
=====						
01-03840	TRI-STATE ELECTRIC SUPPLY COMP					
=====						
I-108375-00		FLUORESCENT LIGHTS, BALLASTS	456.79			
10/06/2015	AP	DUE: 11/05/2015 DISC: 11/05/2015		1099: N		
		FLUORESCENT LIGHTS, BALLASTS		800 5-030-530	ELECTRICAL	456.79
=====						
I-108409-00		SWITCH, COVER, OUTLET BOX	8.06			
10/06/2015	AP	DUE: 11/05/2015 DISC: 11/05/2015		1099: N		
		SWITCH, COVER, OUTLET BOX		800 5-030-520	DEPARTMENT SUPPLIES	8.06
=====						
I-108412-00		REPLACEMENT BULBS	95.34			
10/06/2015	AP	DUE: 11/05/2015 DISC: 11/05/2015		1099: N		
		REPLACEMENT BULBS		900 5-036-610	BUILDING MAINTENANCE	95.34
=====						
I-108421-00		BLANK PLATE	8.76			
10/08/2015	AP	DUE: 11/07/2015 DISC: 11/07/2015		1099: N		
		BLANK PLATE		010 5-163-520	DEPARTMENT SUPPLIES	8.76
=====						
		STUB COMMENTS: SALES TAX HAS BEEN DEDUCTED				
=====						
I-108422-00		CONDUIT HOLE SEALS	32.18			
10/08/2015	AP	DUE: 11/07/2015 DISC: 11/07/2015		1099: N		
		CONDUIT HOLE SEALS		800 5-020-520	DEPARTMENT SUPPLIES	32.18
=====						
I-108440-00		TERMINAL BLOCK, CLAMP-BLR #4	23.90			
10/08/2015	AP	DUE: 11/07/2015 DISC: 11/07/2015		1099: N		
		TERMINAL BLOCK, CLAMP-BLR #4		800 5-030-620	EQUIPMENT MAINTENANCE	23.90
=====						
I-108495-00		SIDE CUTTING PLIERS	52.17			
10/14/2015	AP	DUE: 11/13/2015 DISC: 11/13/2015		1099: N		
		SIDE CUTTING PLIERS		800 5-020-580	TOOLS	52.17
=====						
		=== VENDOR TOTALS ===	677.20			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-54772	TYLER TECHNOLOGIES, INC.					
=====						
I-025-136492		3RD QTR ONLINE BILL PAY FEES	2,637.50			
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N		
		3RD QTR ONLINE BILL PAY FEES		800 5-040-478	PROFESSIONAL SERVICES	1,714.38
		3RD QTR ONLINE BILL PAY FEES		900 5-046-478	PROFESSIONAL SERVICES	527.50
		3RD QTR ONLINE BILL PAY FEES		900 5-047-478	PROFESSIONAL SERVICES	395.62
		=== VENDOR TOTALS ===	2,637.50			
=====						
01-60622	UMB BANK					
=====						
I-201510212791		9/15 CREDIT CARD CHARGES	5,849.71			
9/30/2015	AP	DUE: 9/30/2015 DISC: 9/30/2015		1099: N		
		NFPA MEMBERSHIP RENEWAL		010 5-041-444	DUES/SUBSCRIPTION/PUBLIC	165.00
		HOTEL-WICHITA-MIDGETT-TRNG		010 5-041-490	TRAVEL EXPENSE REIMBURSE	289.64
		REGISTRATION-CHIEF CNFRNC		010 5-041-428	CONFERENCES-SCHOOLS	340.00
		HOTEL-CHICAGO-SHIVELY-EPA 1/3		420 5-010-490	TRAVEL EXPENSE REIMBURSE	225.82
		PROJ: EPA-AH EPA BROWNFIELDS GRANTS			ASSESSMENT HAZARD GRANT #401	
		HOTEL-CHICAGO-SHIVELY-EPA 1/3		420 5-010-490	TRAVEL EXPENSE REIMBURSE	225.82
		PROJ: EPA-AP EPA BROWNFIELDS GRANTS			ASSESSMENT PETRO GRANT #401	
		HOTEL-CHICAGO-SHIVELY-EPA 1/3		420 5-010-490	TRAVEL EXPENSE REIMBURSE	225.82
		PROJ: EPA-CU EPA BROWNFIELDS GRANTS			CLEAN UP GRANT #501-CCEF	
		HOTEL-CHICAGO-OSBORN-EPA 1/3		420 5-010-490	TRAVEL EXPENSE REIMBURSE	225.82
		PROJ: EPA-AH EPA BROWNFIELDS GRANTS			ASSESSMENT HAZARD GRANT #401	
		HOTEL-CHICAGO-OSBORN-EPA 1/3		420 5-010-490	TRAVEL EXPENSE REIMBURSE	225.82
		PROJ: EPA-AP EPA BROWNFIELDS GRANTS			ASSESSMENT PETRO GRANT #401	
		HOTEL-CHICAGO-OSBORN-EPA 1/3		420 5-010-490	TRAVEL EXPENSE REIMBURSE	225.82
		PROJ: EPA-CU EPA BROWNFIELDS GRANTS			CLEAN UP GRANT #501-CCEF	
		ELECTRIC SPLICE KIT-FOUNTAIN		760 5-000-520	DEPARTMENT SUPPLIES	76.62
		FIBEROPTIC SPLICE TRAYS X 20		810 5-020-850	OTHER EQUIPMENT	421.40
		PROJ: ELE-SANTA FE ELECTRIC PROJECTS			SANTA FE DISTRIBUTION LINE	
		FIBER CABLE FOR STADIUM		720 5-000-850	OTHER EQUIPMENT	181.74
		CELL PHONE ADDL MINUTES-BROWN		900 5-026-416	COMMUNICATIONS	27.65
		AIRFARE-VEGAS-FELIX-WISPA		720 5-000-490	TRAVEL EXPENSE REIMBURSE	503.62
		CELL PHONE ADDL MINUTES-HUNT		800 5-020-416	COMMUNICATIONS	27.65
		HOTEL DEPOSIT-VEGAS-WISPA		720 5-000-490	TRAVEL EXPENSE REIMBURSE	234.08
		FIBER DROP CABLE FOR LIBRARY		720 5-000-850	OTHER EQUIPMENT	125.80
		CELL PHONE ADDL MINUTES-BROWN		900 5-026-416	COMMUNICATIONS	27.65
		PORTABLE 4-WAY STOP SIGN		800 5-020-850	OTHER EQUIPMENT	283.43
		LOGO SHIRTS X 6		720 5-000-515	CLOTHING	139.88
		CELL PHONE ADDL MINUTES-HUNT		800 5-020-416	COMMUNICATIONS	27.65
		INCIDENTAL CHARGE-SPICEWORLD		010 5-018-490	TRAVEL EXPENSE REIMBURSE	13.83
		HOTEL-AUSTIN-HEINZ-SPICEWORLD		010 5-018-490	TRAVEL EXPENSE REIMBURSE	593.40
		SAFETY RETENTION LANYARDS		010 5-023-570	SAFETY EQUIPMENT	207.40
		SECURITY MONITORING-EVIDENCE		520 5-350-478	PROFESSIONAL SERVICES	14.99
		PROJ: STI-CITYHALL SALES TAX-CAPITAL IMPROV			CITY HALL IMPROVEMENTS	
		SECURITY MONITORING-ARMORY		520 5-350-478	PROFESSIONAL SERVICES	14.99
		PROJ: STI-CITYHALL SALES TAX-CAPITAL IMPROV			CITY HALL IMPROVEMENTS	
		SAFETY RETENTION LANYARDS		010 5-023-570	SAFETY EQUIPMENT	454.00
		HOTEL-SALINA-FRANCIS-LKM CNFRN		010 5-012-490	TRAVEL EXPENSE REIMBURSE	116.69
		LUGGAGE FEE-SEATTLE-ICMA		010 5-012-490	TRAVEL EXPENSE REIMBURSE	25.00

PACKET: 02692 AO-15-19 10.27.15 PAYABL

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
=====						
01-60622	UMB BANK	(** CONTINUED **)				
		TAXI/SHUTTLE-SEATTLE-ICMA		010 5-012-490	TRAVEL EXPENSE REIMBURSE	45.00
		KUCIMAT BANQUET-PURDON		010 5-012-490	TRAVEL EXPENSE REIMBURSE	55.00
		TAXI/SHUTTLE-SEATTLE-ICMA		010 5-012-490	TRAVEL EXPENSE REIMBURSE	58.68
		AIRPORT PARKING-ICMA CNFRNC		010 5-012-490	TRAVEL EXPENSE REIMBURSE	24.00
		=== VENDOR TOTALS ===	5,849.71			
=====						
01-60850	USA BLUEBOOK					
I-765037		LAB TEST SUPPLIES	147.30			
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N		
		LAB TEST SUPPLIES		900 5-036-525	CHEMICALS/FERTILIZERS/SE	147.30
		=== VENDOR TOTALS ===	147.30			
=====						
01-61472	VERIZON BUSINESS					
I-74999295		10/15 B-SUB DEDICATED LINE	2,300.59			
10/10/2015	AP	DUE: 11/09/2015 DISC: 11/09/2015		1099: N		
		10/15 B-SUB DEDICATED LINE		800 5-070-416	COMMUNICATIONS	2,300.59
		=== VENDOR TOTALS ===	2,300.59			
=====						
01-61477	VERIZON WIRELESS					
I-9753188429		10/15 CELL PHONE, HOT SPOTS	1,045.38			
10/01/2015	AP	DUE: 10/01/2015 DISC: 10/01/2015		1099: N		
		10/15 CELL PHONE CHARGE X 3		010 5-023-416	COMMUNICATIONS	104.94
		10/15 CELL PHONE CHARGE		800 5-020-416	COMMUNICATIONS	34.98
		10/15 CELL PHONE CHARGE X 2		800 5-030-416	COMMUNICATIONS	105.65
		10/15 CELL PHONE CHARGE		800 5-040-416	COMMUNICATIONS	55.95
		10/15 CELL PHONE CHARGE X 2		900 5-036-416	COMMUNICATIONS	90.93
		10/15 CELL PHONE CHARGE X 3		900 5-026-416	COMMUNICATIONS	125.91
		10/15 CELL PHONE CHARGE		010 5-071-416	COMMUNICATIONS	34.98
		10/15 CELL PHONE, HOT SPOT X 2		010 5-045-416	COMMUNICATIONS	147.13
		10/15 CELL PHONE CHARGE		900 5-027-416	COMMUNICATIONS	34.98
		10/15 CELL PHONE CHARGE		900 5-037-416	COMMUNICATIONS	34.98
		10/15 HOT SPOT		010 5-163-416	COMMUNICATIONS	40.01
		10/15 CELL PHONE CHARGE		760 5-000-416	COMMUNICATIONS	34.98
		SAMSUNG S5 PHONE-SHOOK		800 5-030-810	COMMUNICATION EQUIPMENT	49.99
		SAMSUNG S5 PHONE-RATZLAFF		800 5-040-810	COMMUNICATION EQUIPMENT	49.99
		SAMSUNG S5 PHONE-SHIVELY		900 5-036-810	COMMUNICATION EQUIPMENT	49.99
		SAMSUNG S5 PHONE-BRADSHAW		900 5-026-810	COMMUNICATION EQUIPMENT	49.99
		=== VENDOR TOTALS ===	1,045.38			

PACKET: 02692 AO-15-19 10.27.15 PAYABL

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	
=====							
01-58220	VICTOR L. PHILLIPS COMPANY						
I-IJ67893		TEETH, FLEX PINS	89.07				
10/12/2015	AP	DUE: 11/11/2015 DISC: 11/11/2015		1099: N			
		TEETH, FLEX PINS		900 5-026-620	EQUIPMENT MAINTENANCE	89.07	
		PROJ: E -1067 EQUIPMENT			W - 580SM CASE LOADER BACKHOE		
		=== VENDOR TOTALS ===	89.07				
=====							
01-03925	VWP LAWN CARE						
I-201510202767		WEED LOT MOWING THRU 10/19	3,290.00				
10/20/2015	AP	DUE: 11/19/2015 DISC: 11/19/2015		1099: N			
		WEED LOT MOWING THRU 10/19		700 5-000-424	CONTRACTUAL AGREEMENTS	3,290.00	
		=== VENDOR TOTALS ===	3,290.00				
=====							
01-04010	WALMART COMMUNITY BRC						
I-00190		BUNS, BISCUITS	27.58				
9/19/2015	AP	DUE: 10/19/2015 DISC: 10/19/2015		1099: N			
		BUNS, BISCUITS		370 5-000-507	CONCESSIONS	27.58	
I-00303		TABLES, NAPKINS-GRNDBRKNG	119.89				
10/06/2015	AP	DUE: 11/05/2015 DISC: 11/05/2015		1099: N			
		TABLES, NAPKINS-GRNDBRKNG		890 5-030-521	GROUNDBREAKING CEREMONY	119.89	
		PROJ: GEN-MISC NEW GENERATION PROJECT			MISCELLANEOUS EXPENDITURES		
I-00718-1		CRACKERS, BISCUITS, BUNS	28.32				
10/03/2015	AP	DUE: 11/02/2015 DISC: 11/02/2015		1099: N			
		CRACKERS, BISCUITS, BUNS		370 5-000-507	CONCESSIONS	28.32	
I-01375-1		BANDAGES-SAFETY KIT	26.94				
9/15/2015	AP	DUE: 10/15/2015 DISC: 10/15/2015		1099: N			
		BANDAGES-SAFETY KIT		010 5-163-570	SAFETY EQUIPMENT	26.94	
I-01485		WATER, TAPE, BULBS, TIES	36.70				
9/21/2015	AP	DUE: 10/21/2015 DISC: 10/21/2015		1099: N			
		DISTILLED WATER FOR LAB		900 5-037-525	CHEMICALS/FERTILIZERS/SE	5.28	
		TAPE, BULBS, CABLE TIES		900 5-037-520	DEPARTMENT SUPPLIES	31.42	
I-02116-1		ACID, ACETONE, DRANO-HAZMAT	20.20				
9/22/2015	AP	DUE: 10/22/2015 DISC: 10/22/2015		1099: N			
		ACID, ACETONE, DRANO-HAZMAT		500 5-041-850	OTHER EQUIPMENT	20.20	
		PROJ: HAZ-EQUIP HAZMAT RESPONSES			EQUIPMENT PURCHASES		
I-02117-1		ACETONE-HAZMAT TRAINING	6.88				
9/22/2015	AP	DUE: 10/22/2015 DISC: 10/22/2015		1099: N			
		ACETONE-HAZMAT TRAINING		500 5-041-850	OTHER EQUIPMENT	6.88	
		PROJ: HAZ-EQUIP HAZMAT RESPONSES			EQUIPMENT PURCHASES		

PACKET: 02692 AO-15-19 10.27.15 PAYABL

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
=====						
01-04010	WALMART COMMUNITY BRC	(** CONTINUED **)				
I-02655		CALCULATOR, CASE, BATTERIES	55.29			
10/08/2015	AP	DUE: 11/07/2015 DISC: 11/07/2015		1099: N		
		DESK CALCULATOR		010 5-163-550	OFFICE SUPPLIES	19.44
		PHONE CASE		010 5-163-520	DEPARTMENT SUPPLIES	24.88
		AA BATTERIES		010 5-163-505	BATTERIES-NON VEHICLES	10.97
I-03066		CUPS, BATTERIES	36.28			
9/24/2015	AP	DUE: 10/24/2015 DISC: 10/24/2015		1099: N		
		CUPS		010 5-131-520	DEPARTMENT SUPPLIES	6.34
		BATTERIES		010 5-131-505	BATTERIES-NON VEHICLES	29.94
I-04453-1		EXTENSION CORD, PLATES, TUB	94.51			
9/14/2015	AP	DUE: 10/14/2015 DISC: 10/14/2015		1099: N		
		EXTENSION CORD, PLATES, TUB		800 5-030-520	DEPARTMENT SUPPLIES	94.51
I-04596-1		TOTES, COOLER, ROLLER	49.76			
9/23/2015	AP	DUE: 10/23/2015 DISC: 10/23/2015		1099: N		
		TOTES, COOLER, ROLLER		500 5-041-850	OTHER EQUIPMENT	49.76
		PROJ: HAZ-EQUIP HAZMAT RESPONSES			EQUIPMENT PURCHASES	
I-04988-1		LYSOL, ROPE, BLEACH, BATTERIE	34.66			
10/13/2015	AP	DUE: 11/12/2015 DISC: 11/12/2015		1099: N		
		LYSOL, ROPE, BLEACH		900 5-036-520	DEPARTMENT SUPPLIES	22.69
		D BATTERIES		900 5-036-505	BATTERIES-NON VEHICLES	11.97
I-05012-1		EXTENSION CORD, TABLE-GRNDBRK	116.84			
9/28/2015	AP	DUE: 10/28/2015 DISC: 10/28/2015		1099: N		
		EXTENSION CORD, TABLE-GRNDBRK		890 5-030-521	GROUNDBREAKING CEREMONY	116.84
		PROJ: GEN-MISC NEW GENERATION PROJECT			MISCELLANEOUS EXPENDITURES	
I-05167		EXTENSION CORD, PAINT	69.86			
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N		
		EXTENSION CORD, PAINT		800 5-030-520	DEPARTMENT SUPPLIES	69.86
I-05256		BUNS, ROLLS, ONION, SCRUBBERS	42.48			
9/25/2015	AP	DUE: 10/25/2015 DISC: 10/25/2015		1099: N		
		BUNS, ROLLS, ONION		370 5-000-507	CONCESSIONS	30.60
		SCRUBBERS, WIPES		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	11.88
I-05619-2		WIPES, BUG SPRAY, INK, PADS	113.28			
9/25/2015	AP	DUE: 10/25/2015 DISC: 10/25/2015		1099: N		
		WIPES, BUG SPRAY, VINEGAR		800 5-030-520	DEPARTMENT SUPPLIES	54.48
		AA, AAA, D BATTERIES		800 5-030-505	BATTERIES-NON VEHICLES	31.65
		INK CARTRIDGES		800 5-030-518	COMPUTER SUPPLIES	21.96
		MARKERS, PADS		800 5-030-550	OFFICE SUPPLIES	5.19

PACKET: 02692 AO-15-19 10.27.15 PAYABL

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

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-----ID-----		GROSS		P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-04010	WALMART COMMUNITY BRC	(** CONTINUED **)					
=====							
I-05841-1		SAFETY VEST X 6	77.07				
10/09/2015	AP	DUE: 11/08/2015 DISC: 11/08/2015		1099: N			
		SAFETY VEST X 6		800 5-030-570	SAFETY EQUIPMENT	77.07	
=====							
I-06091		BUNS, ROLLS, WATER	58.37				
10/09/2015	AP	DUE: 11/08/2015 DISC: 11/08/2015		1099: N			
		BUNS, ROLLS, WATER		370 5-000-507	CONCESSIONS	58.37	
=====							
I-06554		INK, CLIPBOARDS, BLEACH	75.38				
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N			
		CLIPBOARDS, PADS		900 5-037-550	OFFICE SUPPLIES	10.20	
		INK CARTRIDGES		900 5-037-518	COMPUTER SUPPLIES	40.94	
		BLEACH, TAPE, ALCOHOL		900 5-037-520	DEPARTMENT SUPPLIES	24.24	
=====							
I-08483		SHARPIES, LEGAL PADS	17.79				
10/08/2015	AP	DUE: 11/07/2015 DISC: 11/07/2015		1099: N			
		SHARPIES, LEGAL PADS		010 5-023-550	OFFICE SUPPLIES	17.79	
		=== VENDOR TOTALS ===	1,108.08				
=====							
01-61047	WASHER SPECIALTIES COMPANY						
=====							
I-7407268		WINDOW UNIT-MECHANIC OFFICE	533.00				
8/04/2015	AP	DUE: 9/03/2015 DISC: 9/03/2015		1099: N			
		WINDOW UNIT-MECHANIC OFFICE		010 5-163-610	BUILDING MAINTENANCE	533.00	
=====							
I-7425634		AIR CONDITIONER-CAPTAIN OFFIC	313.00				
9/25/2015	AP	DUE: 10/25/2015 DISC: 10/25/2015		1099: N			
		AIR CONDITIONER-CAPTAIN OFFICE		010 5-041-610	BUILDING MAINTENANCE	313.00	
=====							
I-7426811		LATE FEE-WINDOW UNIT-PUB SVC	8.00				
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N			
		LATE FEE-WINDOW UNIT-PUB SVC		010 5-163-610	BUILDING MAINTENANCE	8.00	
=====							
I-7427108		AIR CONDITIONER-CHIEF'S OFFIC	253.00				
9/30/2015	AP	DUE: 10/30/2015 DISC: 10/30/2015		1099: N			
		AIR CONDITIONER-CHIEF'S OFFICE		010 5-041-610	BUILDING MAINTENANCE	253.00	
		=== VENDOR TOTALS ===	1,107.00				
=====							
01-53057	WASTE CONNECTIONS OF OKLAHOMA,						
=====							
I-201510192763		DESTROYED CART-308 W 5TH	60.00				
10/12/2015	AP	DUE: 10/12/2015 DISC: 10/12/2015		1099: N			
		DESTROYED CART-308 W 5TH		700 5-000-484	REIMBURSEMENTS	60.00	

PACKET: 02692 AO-15-19 10.27.15 PAYABL

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
=====						
01-53057		WASTE CONNECTIONS OF OKLAHOMA, (** CONTINUED **)				
I-497611		9/15 RESIDENTIAL SERVICE	36,548.22			
9/30/2015	AP	DUE: 9/30/2015 DISC: 9/30/2015		1099: N		
		9/15 RESIDENTIAL SERVICE		700 5-000-478	PROFESSIONAL SERVICES	36,548.22
=== VENDOR TOTALS ===			36,608.22			
=== PACKET TOTALS ===			5,197,262.40			

ORDINANCE NO. S-15-06

AN ORDINANCE EXCLUDING CERTAIN PROPERTY FROM THE CITY LIMITS OF THE CITY OF COFFEYVILLE, KANSAS.

WHEREAS, a Petition praying for the exclusion of certain real property from the city limits of the City of Coffeyville was filed with the City Clerk on or about September 8, 2015;

WHEREAS, notice of a public hearing regarding the Petition was published in the Coffeyville Journal on September 12, 2015;

WHEREAS, no private rights will be injured or endangered by such exclusion and the public will suffer no loss or inconvenience thereby;

WHEREAS, following the public hearing, the Board of Commissioners determined it would be in the public's interest to exclude the property from the corporate limits of the City of Coffeyville.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF COFFEYVILLE, KANSAS, that the following property be and is hereby excluded from the corporate limits of the City of Coffeyville, Kansas:

Beginning at a point 353.5' North and 144.4' East of the Southwest Corner of the Southeast Quarter of the Southeast Quarter of Section 30, Township 34, Range 17, thence North 600' to a point 132.6' East of the West line of said Southeast Quarter of Southeast Quarter; thence East 400.0', thence South 600.0', thence West 400.0' to point of beginning, Montgomery County, Kansas.

Passed this 27th day of October, 2015.

Christopher V. Williams, Mayor

Attest:

Cindy Price, City Clerk

Approved as to Form and Legality:

Paul M. Kritz, City Attorney

ORDINANCE NO. S-15-07

AN ORDINANCE PURSUANT TO K.S.A. 12-504 ET SEQ. ORDERING THE VACATION OF CERTAIN RIGHT-OF-WAY AND/OR PUBLIC UTILITY EASEMENTS FORMERLY RESERVED BY THE CITY PURSUANT TO ORDINANCE NO. S-95-05.

WHEREAS, a petition has been filed in the Office of the City Clerk of the City of Coffeyville praying for the vacation of certain right-of-way and/or public utility easements reserved by the City pursuant to Ordinance No. S-95-05, as more fully described herein; and

WHEREAS, the Governing Body of the City of Coffeyville has determined that due and legal notice has been given by publication as required by K.S.A. 12-504, et seq., as amended; and

WHEREAS, the Governing Body of the City of Coffeyville has determined from the information presented at the public hearing on October 13, 2015, that no private rights will be injured or endangered by such vacation and that the public will suffer no loss or inconvenience by the requested vacation; and

WHEREAS, the Governing Body of the City of Coffeyville has determined that in justice to the petitioners, the prayer of the petitioners ought to be granted.

NOW, THEREFORE, BE IT ORDAINED, by the Governing Body of the City of Coffeyville, Kansas, as follows:

SECTION 1. That the following be and are hereby vacated, to-wit:

Public Utility Easement Vacation

The eastern ten feet (10') of the platted alley in Block 2 between Lot 1 and Lot 15, Zeller's Addition, City of Coffeyville, Kansas

Right-of-Way and/or Public Utility Easement Vacation

Wells Street from the northern R/W of Sterling Street north to the southern R/W of Lowell Street; the platted alley in Block 7, Riverview Place Addition, City of Coffeyville; the platted alley in Block 2 between Lot 7 and Lot 10, Zeller's Addition, City of Coffeyville, Kansas

SECTION 2. That upon publication of this ordinance, the City Clerk shall file certified copies thereof in the office of the County Clerk and in the office of the Register of Deeds to be entered and recorded as provided by law.

SECTION 3. That this Ordinance shall be in full force and effect when the same is passed, signed and published as by law required.

PASSED AND APPROVED THIS 27 DAY OF OCTOBER 2015.

Christopher V. Williams, Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

PACKET: 02694 AO-15-19A TAYLOR CRANE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03720		TAYLOR CRANE & RIGGING, INC.				
I-0045712-IN		BEARINGS, VALVE, SEAL, OIL	2,818.94			
9/23/2015	AP	DUE: 10/23/2015 DISC: 10/23/2015		1099: N		
		BEARINGS, VALVE, SEAL		010 5-041-680	VEHICLE-PARTS	801.30
		16 GALLONS GEAR OIL		010 5-041-545	MOTOR FUELS/LUBRICANTS	62.64
		R/R BEARINGS, SEALS, VALVE		010 5-041-690	VEHICLE-LABOR	1,955.00
=== VENDOR TOTALS ===			2,818.94			
=== PACKET TOTALS ===			2,818.94			

Proclamation

WHEREAS, The annual sale of Buddy Poppies by the Veterans of Foreign Wars of the United States has been officially recognized and endorsed by governmental leaders since 1922, and

WHEREAS, VFW Buddy Poppies are assembled by disabled veterans, and the proceeds of this worthy fund-raising campaign are used exclusively for the benefit of disabled and needy veterans, and the widows and orphans of deceased veterans, and

WHEREAS, The basic purpose of the annual sale of Buddy Poppies by the Veterans of Foreign Wars is eloquently reflected in the desire to "Honor the Dead by healing the Living."

NOW, THEREFORE, I, Chris Williams, Mayor of the City of Coffeyville, Kansas, declare Saturday, November 7, 2015, as

"BUDDY POPPY DAY"

in Coffeyville and do hereby urge the citizens of this community to recognize the merits of this cause by contributing generously to its support through the purchase of Buddy Poppies on the day set aside for the distribution of these symbols of appreciation for the sacrifices of our honored dead.

I urge all patriotic citizens to wear a Buddy Poppy as mute evidence of our gratitude to the men and women of this country who have risked their lives in defense of the freedoms, which we continue to enjoy as American citizens.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Coffeyville, Kansas, to be affixed this 27th day of October, 2015.

Christopher V. Williams, Mayor

ATTEST:

Cindy Price
Cindy Price, City Clerk

ORDINANCE NO. S-15-08

**OF THE
CITY OF COFFEYVILLE, KANSAS**

**AUTHORIZING THE ISSUANCE OF
\$6,200,000 TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2015-A AND SERIES 2015-B
(NIEL HOTEL, LLC)**

(Summary Published in *The Coffeyville Journal*, October 31, 2015)

ORDINANCE NO. S-15-08

AN ORDINANCE AUTHORIZING THE CITY OF COFFEYVILLE, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2015-A AND SERIES 2015-B (NIEL HOTEL, LLC) IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,200,000 FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION, FURNISHING AND EQUIPPING OF A COMMERCIAL HOTEL FACILITY; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

THE GOVERNING BODY OF THE CITY OF COFFEYVILLE, KANSAS HAS FOUND AND DETERMINED:

A. The City of Coffeyville, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities; and

B. The Issuer's governing body has determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2015-A and Series 2015-B (Niel Hotel, LLC) dated as of their Issue Date in the aggregate principal amount of not to exceed \$6,200,000 (jointly, the "Bonds"), for the purpose of paying the costs of the acquisition, construction, furnishing and equipping of a commercial hotel facility (the "Project") as more fully described in the Bond Agreement and in the Lease authorized in this Ordinance, for lease to Niel Hotel, LLC, a Kansas limited liability company (the "Tenant"); and

C. The Issuer's governing body finds that it is necessary and desirable in connection with the issuance of the Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

(i) a Bond Agreement dated as of the Issue Date of the Bonds (the "Bond Agreement"), among the Issuer, the Tenant and Community National Bank & Trust, Coffeyville, Kansas (the "Bank") prescribing the terms and conditions of issuing and securing the Bonds; and

(ii) a Lease dated as of the Issue Date of the Bonds (the "Lease"), with the Tenant, under which the Issuer will acquire, construct, furnish and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments; and

D. The Issuer's governing body has found that under the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project purchased or constructed with the proceeds of the Bonds is eligible for exemption from ad valorem property taxes for up to 7 years, commencing in the calendar year following the calendar year in which the Bonds are issued, if proper application is made. The Issuer's governing body has further found that the Project should be exempt from ad valorem property taxes for a period of 7 years. Prior to making this determination, the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d.

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

Section 1. **Definition of Terms.** All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Bond Agreement and the Lease.

Section 2. **Authority to Cause the Project to Be Purchased and Constructed.** The Issuer is authorized to cause the Project to be acquired, constructed, furnished and equipped in the manner described in the Bond Agreement and the Lease.

Section 3. **Authorization of and Security for the Bonds.** The Issuer is authorized and directed to issue the Bonds, to be designated "City of Coffeyville Kansas Taxable Industrial Revenue Bonds, Series 2015-A and Series 2015-B (Niel Hotel, LLC)" in the aggregate principal amount of not to exceed \$6,200,000, for the purpose of providing funds to pay the costs of the acquisition, construction, furnishing and equipping of the Project. The Bonds will be dated and bear interest, will mature and be payable at such times, will be in such forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Bond Agreement. The Bonds will be special limited obligations of the Issuer payable solely from the revenues derived from the Lease of the Project. The Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer, and will not be payable in any manner by taxation.

Section 4. **Authorization of Bond Agreement.** The Issuer is authorized to enter into the Bond Agreement with the Bank and the Tenant in the form approved in this Ordinance. The Issuer will issue and sell the Bonds and provide for payment of the Bonds and interest thereon from the revenues derived by the Issuer under the Lease and other moneys as described in the Bond Agreement, all on the terms and conditions in the Bond Agreement.

Section 5. **Lease of the Project.** The Issuer will acquire, construct and equip the Project and lease it to the Tenant according to the provisions of the Lease in the form approved in this Ordinance.

Section 6. **Approval of the Guaranty Agreement.** The form of the Guaranty Agreement dated as of the Issue Date of the Bonds among the Tenant and the other guarantor(s) named, and the Bank, for the benefit of the owners of the Bonds is approved.

Section 7. **Execution of Bonds and Bond Documents.** The Mayor of the Issuer is authorized and directed to execute the Bonds and deliver them to the Bank for authentication on behalf of the Issuer in the manner provided by the Act and in the Bond Agreement. The Mayor or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to passage of this Ordinance, with such corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 8. **Property Tax Exemption.** The Project will be exempt from ad valorem property taxes for 7 years, commencing in the calendar year after the calendar year in which the Bonds are issued. The

Tenant will prepare the application for exemption and submit it to the Issuer for its review. After its review, the Issuer will submit the application for exemption to the State Board of Tax Appeals.

Section 9. **Pledge of the Project and Net Lease Rentals.** The Issuer hereby pledges the Project and the net rentals generated under the Lease to the payment of the Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Bonds are paid or deemed to have been paid in accordance with the terms of the Bond Agreement.

Section 10. **Further Authority.** The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Bonds and the Bond Documents.

Section 11. **Effective Date.** This Ordinance shall take effect after its passage by the governing body of the Issuer, signature by the Mayor and publication once in the Issuer's official newspaper.

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PASSED by the governing body of the Issuer on October 27, 2015 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Christopher V. Williams, Mayor

ATTEST:

Cindy Price, City Clerk

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CERTIFICATE

I hereby certify that the attached copy is a true and correct copy of Ordinance No. S-15-08 of the City of Coffeyville, Kansas duly passed by the governing body, signed by the Mayor and published in the official City newspaper on the respective dates stated in this ordinance, and that the signed original of such Ordinance is on file in my office.

[SEAL]

Cindy Price, City Clerk

BOND AGREEMENT

between

CITY OF COFFEYVILLE, KANSAS

and

**COMMUNITY NATIONAL BANK & TRUST
COFFEYVILLE, KANSAS**

and

NIEL HOTEL, LLC

Dated as of the Issue Date of the Bonds

**City of Coffeyville, Kansas
Not Exceeding \$4,200,000
Taxable Industrial Revenue Bonds
Series 2015-A
and
Not Exceeding \$2,000,000
Taxable Industrial Revenue Bonds
Series 2015-B
(Niel Hotel, LLC)**

BOND AGREEMENT

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BOND AGREEMENT

THIS BOND AGREEMENT, dated as of the Issue Date of the Bonds, between the City of Coffeyville, Kansas an incorporated city of the first class duly organized under the laws of the State of Kansas (the "Issuer"), Community National Bank & Trust, Coffeyville, Kansas, a banking corporation or association organized under the laws of the United States of America or one of the states thereof (the "Bank"), having a commercial banking office in Coffeyville, Kansas, as depository, fiscal and paying agent, and Niel Hotel, LLC, a Kansas limited liability company (the "Tenant").

The Issuer, the Bank and the Tenant hereby agree as follows:

Section 1. Definitions. As used in this Bond Agreement and the Lease, the following terms have the following meanings:

"Act" means K.S.A. 12-1740 *et seq.*, as amended.

"Assignment" means the Assignment of Lease and Security Agreement, dated as of the date hereof, from the Issuer to the Bank.

"Authorized Tenant Representative" means the person designated to act on behalf of the Tenant as provided in *Section 11* of this Bond Agreement.

"Bank" means Community National Bank & Trust, Coffeyville, Kansas, as fiscal and paying agent for the Bonds, and as initial purchaser and Owner of the Series 2015-A Bonds.

"Bond Agreement" means this Bond Agreement as from time to time amended and supplemented.

"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 Issuer and Tenant.

"Bond Fund" means the Bond Fund created by *Section 5* hereof.

"Bonds" means the Issuer's Taxable Industrial Revenue Bonds, Series 2015-A and Series 2015-B (Niel Hotel, LLC), in an aggregate original principal amount not exceeding \$6,200,000 issued pursuant to this Bond Agreement.

"Change of Circumstances" means the occurrence of any of the following events:

(a) title to, or the temporary use of, all or any substantial part of the Project shall be condemned by any authority exercising the power of eminent domain;

(b) title to such portion of the Land is found to be deficient or nonexistent to the extent that the Project is untenable or the efficient utilization of the Project by the Tenant is substantially impaired;

(c) substantially all of the Improvements are damaged or destroyed by fire or other casualty; or

(d) as a result of: (i) changes in the constitution of the State; or (ii) any legislative or administrative action by the State or any political subdivision thereof, or by the United States; or (iii) any action instituted in any court, the Lease shall become void or unenforceable, or impossible of performance without

unreasonable delay, or in any other way by reason of such changes of circumstances, unreasonable burdens or excessive liabilities are imposed upon Issuer or Tenant.

"Completion Date" means the date the Project is completed as certified in accordance with *Section 5.5* of the Lease.

"Costs of Issuance" means any and all expenses of whatever nature incurred in connection with the issuance and sale of Bonds, including, but not limited to, underwriting fees and expenses, underwriting discount, initial fees of the Bank, appraisal fees, administrative fees or expenses of the Issuer, bond and other printing expenses and legal fees and expenses of Bond Counsel, Issuer's counsel, Bank counsel and counsel for the Tenant.

"Event of Default" means, with respect to this Bond Agreement, an "Event of Default" as defined in *Section 7* hereof and, with respect to the Lease, an "Event of Default" as defined in *Section 1.1* thereto.

"Government Securities" means direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Guarantor" means any signatory to the Guaranty Agreement.

"Guaranty Agreement" means the Guaranty Agreement, dated as of Issue Date of the Bonds, from the Guarantors to the Bank as fiscal and paying agent for the benefit of all Owners of the Bonds, as from time to time amended and supplemented.

"Improvements" means all real property improvements and personal property purchased in whole or in part with the proceeds of the Bonds and any additional Improvements as contemplated by *Article XII* of the Lease.

"Interest Payment Date" means any date on which any interest is payable on any Bonds.

"Issue Date" means the date on which the initial Bond certificates representing the Bonds are authenticated by the Bank and delivered in exchange for payment of all or part of their purchase price.

"Issuer" means the City of Coffeyville, Kansas an incorporated city of the first class duly organized under the laws of the State of Kansas, and its successors and assigns.

"Lease" means the Lease, dated as of Issue Date of the Bonds, between the Issuer and the Tenant, as from time to time amended or supplemented.

"Net Proceeds" means the gross proceeds from the insurance (including without limitation title insurance) or condemnation award with respect to which that term is used remaining after the payment of all expenses (including without limitation attorneys' fees and any expenses of the Issuer, the Tenant, the Bank or any other Owner of the Bonds) incurred in the collection of such gross proceeds.

"Outstanding" means, as of a particular date, all Bonds issued, authenticated and delivered under this Bond Agreement, except:

(a) Bonds canceled by the Bank or delivered to the Bank as fiscal and paying agent for cancellation pursuant to this Bond Agreement;

(b) Bonds for the payment or redemption of which moneys or investments have been deposited in trust and irrevocably pledged to such payment or redemption; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Bond Agreement.

"Owner" means the Owner of any Bond as shown on the registration books of the Bank maintained as provided in this Bond Agreement.

"Permitted Encumbrances" means Permitted Encumbrances as defined in the Lease.

"Permitted Investments" means any of the following securities, which are permitted for investment of funds held by the depository pursuant to this Bond Agreement:

(a) Government Securities;

(b) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, National Bank for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Association;

(c) savings or other depository accounts or certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Bank and its affiliates), provided that such deposits shall be either of a bank, trust company or national banking association continuously and fully insured by the Federal Deposit Insurance Corporation, or continuously and fully insured by a guarantee deposit bond issued by an acceptable insurance carrier which carrier would include Kansas Bankers Surety of Topeka, Kansas which shall have an insured amount (exclusive of accrued interest) at all times at least equal to the principal amount of such deposits and shall be lodged with the Bank, as custodian, by the bank, trust company or national banking association accepting such deposit or issuing such certificate of deposit, and the bank, trust company or national banking association issuing each such certificate of deposit required to be so secured shall furnish the Bank an undertaking satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit and the Bank shall be entitled to rely on each such undertaking;

(d) any repurchase agreement with any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Bank) or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities described in clauses (a) or (b) above, and

(e) investments in shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in clauses (a), (b) or (c) above or repurchase agreement related thereto.

"Project" means the Project described in *Schedule I* hereto and any additions, modifications, improvements, replacements, repairs, renewals, reconstruction or restoration thereof, therefor or thereto made pursuant to *Section 11.1 or 12.1* of the Lease.

"Project Costs" means (a) all costs and expenses incurred in or necessary or incident to the purchase, construction and installation of the Improvements; (b) interest accruing on the Bonds prior to the Completion Date; (c) expenses incurred by the Tenant for preliminary plans, surveys, soil borings and other items necessary to the commencement of construction; (d) the cost of any insurance or construction bonds related to the Project prior to the Completion Date; (e) the cost of the title evidence required by *Section 6.4* of the Lease; and (f) Costs of Issuance.

"Project Fund" means the Project Fund created by *Section 5* hereof.

"Series 2015-A Bonds" means the Issuer's Taxable Industrial Revenue Bonds, Series 2015-A (Niel Hotel, LLC), in the aggregate principal amount of not to exceed \$4,200,000.

"Series 2015-B Bonds" means the Issuer's Taxable Industrial Revenue Bonds, Series 2015-B (Niel Hotel, LLC), in the aggregate principal amount of not to exceed \$2,000,000.

"Tenant" means Niel Hotel, LLC, a Kansas limited liability company, and its successors or assigns and any surviving, resulting or succeeding business entity, as provided in *Sections 9.2 and 9.4* of the Lease.

Section 2. Bank's Representations.

(a) *Bonds Purchased by Sophisticated Investor.* The Bank is purchasing the Series 2015-A Bonds in the ordinary course of the commercial banking business of the Bank (and other commercial banks) for the account of the Bank and such other banks with the intent that the Series 2015-A Bonds will be held as investments by the Bank and such other banks; and such purchase is not made with a view by it or any of such other banks toward their public distribution or for the purpose of offering, selling or otherwise participating in a public distribution of the Series 2015-A Bonds.

(b) *Adequacy of Investment Information.* To the best of the Bank's knowledge, the Tenant and the Issuer have furnished to the Bank, for itself and any such other banks, (1) such financial and other information as they deem necessary in order for them to make an informed decision with respect to the purchase of the Series 2015-A Bonds, (2) ample opportunity to ask questions of, and to receive answers from, appropriate officers of the Tenant and the Issuer concerning the Tenant and the Issuer and the terms and conditions of the Series 2015-A Bonds, and (3) all additional information that the Bank has requested.

(c) *Qualification as Private Placement.* It is the Bank's understanding and intention that its purchase of the Series 2015-A Bonds will qualify as an exempt transaction as described in Section 4(2) of the Securities Act of 1933, as amended, and that the Bank's ability to sell or transfer the Series 2015-A Bonds, or some of them, will be subject to the limitations set forth in the Series 2015-A Bond form attached as *Exhibit A-1*.

Section 3. Owner's Representations. The Owner of the Series 2015-B Bonds represents that: (a) it is purchasing the Series 2015-B Bonds solely for its own account for investment purposes only, and not with a view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof (subject to the understanding that disposition of its property will remain at all times within its control); (b) it has had access to, and has examined to the extent it deems necessary (1) information concerning the Project and the Series 2015-B Bonds, (2) copies of the Ordinance, this Bond Agreement, the Lease and the Guaranty Agreement relating to the authorization of and security for payment of the Series 2015-B Bonds, and (3) financial statements and other data of the Tenant which it considers sufficient to enable it to form a decision concerning such purchase; (c) it has had all questions answered by appropriate officers and employees of the Tenant, and it has received all information necessary for it to evaluate the merits and risks of purchasing the Series 2015-B Bonds; (d) it has sufficient knowledge

and experience in business and financial matters in general, and investments such as the Series 2015-B Bonds in particular, to enable it to evaluate the risks involved in an investment in the Series 2015-B Bonds, and it confirms that its investment in the Series 2015-B Bonds constitutes an investment that is suitable for and consistent with its investment program and that it is able to bear the economic risk of an investment in the Series 2015-B Bonds, including a complete loss of such investment; (e) it understands that the Series 2015-B Bonds have not been registered under the Securities Act of 1933, as amended (the "1933 Act") or the securities laws of any state and will be sold to it in reliance upon certain exemptions from registration and in reliance upon its representations and warranties set forth herein; (f) it will only offer, sell, pledge, transfer or exchange any of the Series 2015-B Bonds it purchases (1) in accordance with an available exemption from the registration requirements of Section 4 of the 1933 Act, (2) in accordance with any applicable state securities law and (3) in accordance with the provisions of the Series 2015-B Bonds and this Bond Agreement; and (g) it acknowledges and understands that the Issuer, Bond Counsel, Tenant's Counsel, and the Tenant are each relying and will continue to rely on the representations made herein.

Section 4. The Bonds. The Bonds are described as follows:

(a) *Principal Amount; Purchase Price; Form of Bonds; Source of Repayments.* The Series 2015-A Bonds shall be issued by the Issuer in an aggregate principal amount not exceeding \$4,200,000, and Series 2015-B Bonds shall be issued by the Issuer in an aggregate principal amount not exceeding \$2,000,000, and shall be purchased by the Tenant at their par principal amount for the purpose of providing funds to pay, or reimburse the Tenant for payment of, Project Costs. They shall be in substantially the forms attached hereto as *Exhibits A-1 and A-2*. The Bonds shall be in the aggregate original principal amount of the amount advanced to the Project Fund by the Owner of the Bonds on the Issue Date, and each amount subsequently advanced to the Project Fund at the request of the Tenant made by presenting to the Bank a completed requisition for payment of Project Costs in the form attached as *Appendix A* to the Lease, but not exceeding an aggregate principal amount of \$6,200,000. Pending advancement by the Owner of the Bonds of the entire authorized principal amount of Bonds, or receipt from the Tenant of a Certificate of Completion, whichever comes first, the Bank shall retain custody of all Bond certificates. The Bank, acting as fiscal and paying agent for the Issuer, shall endorse the Schedule of Principal Amount Advanced attached to the Bond certificate to reflect an increase in principal amount Outstanding each time the Owner of the Bonds advances money to the Project Fund to pay Project Costs as requested by the Tenant. Each such endorsement reflecting an increase in Outstanding principal amount shall constitute the Bank's authentication of the issuance of Bonds reflected by such endorsement. The Issuer hereby irrevocably authorizes the Bank to so endorse each Bond certificate; however, failure by the Bank to effect any such endorsement or any error in such endorsement shall not limit the Issuer's obligations under the Bond certificate with respect to principal amounts which are in fact Outstanding. The Bank shall, upon request, send written confirmation to the Tenant of the amount of Bonds Outstanding on any date. The Bank agrees that immediately upon the making of any endorsement on the Schedule of Principal Amounts Advanced attached to the Bond certificate, the Bank will immediately certify such endorsement by execution of a Certificate of Issuance in substantially the form set forth as *Exhibit B* hereto, and forward the Certificate of Issuance to Gilmore & Bell, P.C., 100 North Main, Suite 800, Wichita, Kansas 67202. All Bonds must be issued, if at all, by the Completion Date.

The Bonds shall be payable as set forth in *Exhibits A-1 and A-2* and shall be dated, bear interest, and be subject to redemption and transfer as set forth in such forms. All of the terms and provisions of the Bonds as set forth in *Exhibits A-1 and A-2* are incorporated into this Bond Agreement by reference. The Bonds and the interest and redemption premium, if any, thereon will not be a general obligation of the Issuer, but shall be payable solely out of the revenues derived by the Issuer pursuant to the Lease (except to the extent payable from proceeds of sale or re-letting of the Project or from moneys paid pursuant to the Guaranty Agreement). Payment of principal, redemption premium, if any, and interest on the Bonds is secured by a pledge of the Project and the net rentals therefrom pursuant to the Ordinance. The Series 2015-

B Bonds shall be junior and subordinate with respect to the payment of principal and interest and in all other respects to the Series 2015-A Bonds and, in the event of any default in the payment of either principal of, premium, if any, or interest on any of the Bonds, the revenues derived by the Issuer pursuant to the Lease will be applied solely to the payment of the principal of and interest on the Series 2015-A Bonds until all Outstanding principal, premium if any, and accrued interest on the Series 2015-A Bonds have been paid in full, or provision has been made for such payment.

(b) *Execution and Authentication of Bonds.* The Bonds shall be executed as specified in *Exhibits A-1 and A-2*. If any officer of the Issuer whose signature appears on the Bonds shall cease to be such officer before delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until delivery. The Bonds may be executed by such persons as shall be the proper officers to sign the Bonds at the actual time of execution of the Bonds although at the date of such Bonds such person may not have been such officer. The Bonds shall have endorsed thereon a Certificate of Authentication which shall be manually executed by the Bank as fiscal and paying agent for the Issuer upon the initial delivery of the certificate. No Bonds shall be entitled to any security or benefit under this Bond Agreement or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed. The Certificate of Authentication on any Bond certificate shall be deemed to have been duly executed when signed by any authorized officer or employee of the Bank.

(c) *Appointment of Fiscal and Paying Agent; Transfer of Bonds; Annual Report to Issuer.* The Bank is the initial Bond Owner of the Series 2015-A Bonds and is hereby appointed by the Issuer as the Issuer's fiscal and paying agent. Ownership of the Bonds may be transferred as set forth in the form of the Bonds attached hereto as *Exhibits A-1 and A-2*. If ownership of any Bonds is transferred, the assigned Bond certificates shall be reissued to the transferee by the Bank as fiscal and paying agent for the Issuer, and shall be authenticated as of the payment date immediately preceding the effective date of the transfer. The Bank shall annually within 90 days after the end of each calendar year report to the Issuer the principal balance outstanding on the Bonds as of the preceding December 31, and the amount of principal and interest paid on the Bonds during that year, in order to enable the Issuer to timely report such information to the State of Kansas as required by law.

(d) *Negative Covenant Regarding Issuance of Additional Bonds.* The Issuer will not issue any other obligations payable out of the revenues derived by the Issuer pursuant to the Lease or secured by an assignment, security interest in or other lien upon any of the rights of the Issuer in the Project and under the Lease without the written consent of all Owners of the Bonds.

(e) *Guaranty Agreement.* Concurrently with the initial issuance of the Bonds, the Tenant will execute and deliver to the Bank the Guaranty Agreement, pursuant to which the Tenant and others will unconditionally guarantee to the Bank, acting on behalf of all Owners of the Bonds from time to time, payment of all principal, redemption premium, if any, and interest on the Bonds. Performance of the obligations of the Tenant under the Guaranty Agreement will be secured by a collateral assignment to the Bank of the Tenant's leasehold interest in the Lease.

(f) *Security for Bonds.* The Issuer has by Ordinance pledged the Project and the net revenues generated by the Issuer under the Lease as security for payment of the principal of, redemption premium, if any, and interest on the Bonds.

(g) *Provision for Payment of Bonds.* The Series 2015-A Bonds shall be deemed to be paid when payment of the principal, redemption premium, if any, and interest to the due date thereof (whether by reason of maturity or earlier redemption, or otherwise), either (i) has actually been made in accordance with the terms thereof, or (ii) has been provided for by depositing with a bank or trust company, including the

Bank, if eligible, in trust and irrevocably set aside exclusively for such payment (1) cash sufficient to make such payment or (2) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payments when due. The Series 2015-B Bonds shall also be deemed paid if the Bond certificate(s) are surrendered to the Bank as paying agent, accompanied by a written communication from the registered Owner waiving payment and directing that they be cancelled without actual payment. At such time as a Bond shall be deemed to be paid as provided in this paragraph, it shall no longer be secured by the pledge of the Project or the revenues generated under the Lease or entitled to benefit from this Bond Agreement or the Guaranty Agreement, except for the purpose of receiving payment from such moneys or Government Securities.

Section 5. Project Fund, Bond Fund and Other Funds. The following funds and accounts shall be established:

(a) *Project Fund.* There is hereby established with the Bank, as depositary, a separate special fund designated "City of Coffeyville, Kansas Project Fund (Niel Hotel, LLC)" which shall be held, invested and disbursed by the Bank, as depositary, as hereinafter provided in this Section and *Article V* of the Lease. All moneys that will remain on deposit in the Project Fund for over 10 days shall be invested in Permitted Investments as directed in writing by the Tenant (or in the absence of Tenant's written direction, in Permitted Investments described in paragraph (c) of the definition). The proceeds of the Bonds as advanced and any investment earnings accruing thereof shall be deposited in the Project Fund. The Bank shall disburse moneys in the Project Fund to pay Project Costs in accordance with the provisions of *Article V* of the Lease. If any moneys remain in the Project Fund on the Completion Date, they shall be deposited in the Bond Fund and used as provided in *Exhibits A-1 and A-2*.

(b) *Bond Fund.* There is also hereby established with the Bank, as paying agent, a separate special fund designated "City of Coffeyville, Kansas Bond Fund (Niel Hotel, LLC)", which shall be held, invested in Permitted Investments and disbursed by the Bank, as paying agent, as hereinafter provided in this Section and in *Section 3.1* of the Lease. All payments of Basic Rent received by the Bank, as paying agent and assignee of the Issuer's interest in the Lease, shall be deposited in the Bond Fund. On each date on which interest or principal is payable on the Bonds as provided therein, the Bank shall withdraw moneys from the Bond Fund sufficient to make such payments on the Bonds, and shall transmit such moneys by check or draft mailed to each Owner of the Bonds at the address as shown on the Bank's records. All moneys on deposit or to be deposited in the Bond Fund from time to time shall be deemed pledged exclusively to payment of principal and interest on the Bonds, and the Issuer hereby grants to all Owners of the Bonds a security interest in the Bond Fund and the moneys on deposit or to be deposited therein from time to time to secure payment of the Bonds. If after the Bonds have been fully paid and discharged moneys remain on deposit in the Bond Fund, such moneys shall be returned to the Tenant.

(c) *Additional Special Funds.* Any Net Proceeds of insurance, condemnation awards or other moneys paid to the Bank, as depositary or as paying agent, under this Agreement or the Lease shall be deposited in one or more special funds held by the Bank, as depositary or as paying agent, and applied, with accrued interest, to the purposes specified in the Lease for which such moneys were deposited. The Bank agrees to pay to the Issuer, upon receipt, any Additional Rent due to the Issuer under the Lease and paid to the Bank under this Section.

(d) *Investment Fees and Expenses.* The Bank may charge the Tenant, the Bond Fund, the Project Fund, or any other special fund from which an investment is made, for any fees and expenses incurred in making such investment and the Bank, as depositary or as fiscal and paying agent, may make any investment pursuant to this Section through its money management or short-term investment department.

(e) *Bank as Sole Owner of the Series 2015-A Bonds.* If the Bank is the sole Owner of the Series 2015-A Bonds, payments of Basic Rent made by the Tenant under the Lease which coincide with payments of principal and interest on the Series 2015-A Bonds may be received directly by the Bank as Owner of the Series 2015-A Bonds without being deposited in the Bond Fund. Such payments shall be credited against the Tenant's obligation to make payments of Basic Rent under the Lease, against the Guarantor's obligations to make payments of principal and interest on the Series 2015-A Bonds under the Guaranty Agreement, and against the Issuer's obligation to make payments of principal and interest on the Series 2015-A Bonds. If the Series 2015-A Bonds are at any time held by more than one Owner, then payments of Basic Rent shall be received and disbursed in accordance with the provisions of *subsection (b)* of this Section.

(f) *Tenant as Sole Owner of the Series 2015-B Bonds.* If the Tenant is the sole Owner of the Series 2015-B Bonds, payments of Basic Rent made by the Tenant under the Lease which coincide with payments of principal and interest on the Series 2015-B Bonds may be received directly by the Bank as Owner of the Series 2015-B Bonds without being deposited in the Bond Fund. Such payments shall be credited against the Tenant's obligation to make payments of Basic Rent under the Lease, against the Guarantor's obligations to make payments of principal and interest on the Series 2015-B Bonds under the Guaranty Agreement, and against the Issuer's obligation to make payments of principal and interest on the Series 2015-B Bonds. If the Series 2015-B Bonds are at any time held by more than one Owner, then payments of Basic Rent shall be received and disbursed in accordance with the provisions of *subsection (b)* of this Section.

Section 6. The Bank. The Bank's duties as a depository and as fiscal and paying agent shall be subject to the following provisions:

(a) *Limitations on Duty of Care.* The Bank is not under any duty to give the property held in the Bond Fund, the Project Fund or any special fund any greater degree of care than it gives its own similar property and is not liable or responsible for any action or omission to act by it under this Section except for its own gross negligence or willful misconduct.

(b) *Reliance.* The Bank may act in reliance upon any instrument or signature reasonably believed by it to be genuine and authorized.

(c) *No Representation.* The Bank makes no representation as to the validity, genuineness or collectibility of any security held in the Bond Fund, the Project Fund or any other special fund.

(d) *Liability Limitation.* The Bank is not bound by any agreement or contract not signed by it, other than as assignee of the Issuer under the Lease. Its only duties or responsibilities as depository are to deal with the Bond Fund, the Project Fund and any other special fund in accordance with this Bond Agreement.

(e) *Agents; Attorneys-Reliance.* The Bank may execute or perform any of its powers or duties either directly or through agents, attorneys or receivers and is not responsible for any misconduct or gross negligence on the part of any agent, attorney or receiver chosen by it with due care, and the Bank is entitled to act upon and may conclusively rely upon the opinion or advice of counsel, who may be counsel to the Issuer, the Tenant or the Bank, concerning all matters and duties related hereto, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as are employed in connection herewith. The Bank is not responsible for any loss or damage resulting from any action or nonaction taken or omitted to be taken in good faith reliance upon such opinion or advice of counsel.

(f) *Recitals, Filings, Investment Losses.* The Bank shall not be responsible for any recital herein or in the Bonds (except with respect to the certificate of authentication of the Bank as fiscal and paying agent endorsed on the Bonds), or for the recording, rerecording, filing or refiling of any security

agreement or instrument in connection herewith, or for insuring the Project or collecting any insurance moneys, or for the validity of execution by any party of this Bond Agreement, any supplement or amendment hereto, any other instrument related hereto, or for the sufficiency of security for the Bonds. The Bank shall not be responsible for any loss suffered in connection with any investment of funds made in accordance with *Section 5* hereof.

(g) *Bond Ownership; Use.* The Bank, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights which it would have if it were not serving as depositary, fiscal and paying agent hereunder.

(h) *Consents or Requests Binding on Future Owners.* Any action taken by the Bank upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(i) *Proof of Certain Facts.* As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper, or proceeding, or whenever in the administration of its functions hereunder or related hereto the Bank shall deem it advisable that a matter be proved or established prior to taking, suffering or omitting any action, the Bank shall be entitled to rely upon a certificate signed by the Authorized Tenant Representative or a representative of the Issuer as sufficient evidence of the facts therein contained, and prior to the occurrence of an Event of Default of which the Bank has been notified as provided in *subsection (k)* of this *Section 6* or of which by said subsection it is deemed to have notice, the Bank shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(j) *Further Liability Limitation.* The permissive right of the Bank to do things enumerated shall not be construed as a duty, and the Bank shall not be answerable for other than its gross negligence or willful misconduct.

(k) *Notice.* The Bank shall not be required to take notice or be deemed to have notice of any default or Event of Default except failure by the Tenant to timely deliver Basic Rent for deposit to the Bond Fund, unless the Bank shall be specifically notified in writing of such default or Event of Default by the Issuer or by the Owners of at least 25% of the aggregate principal amount of all Bonds Outstanding.

(l) *No Bond or Surety.* The Bank shall not be required to give any bond or surety with respect to the execution of its duties and powers or otherwise in respect to the Bonds or the Project.

(m) *Required Proof of Entitlement.* The Bank shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Bond Agreement or related instruments, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof deemed desirable by the Bank to establish the right to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Bank.

(n) *Indemnity Prior to Action.* Notwithstanding anything otherwise provided in this Bond Agreement or other instrument related hereto, before taking any action (other than the application of available moneys in the Bond Fund to payments on the Bonds) the Bank may require that satisfactory indemnity be provided to it for the reimbursement of all fees, costs and expenses (including, without limitation attorney's fees and expenses) to which it may be put and to protect it against all liability which it may incur in or by reason of such action, including, without limitation, liability in connection with

environmental contamination and the cleanup thereof, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct by reason of any action so taken.

(o) *Bank Action Authorized.* Notwithstanding any other provision in this Bond Agreement or other instrument related hereto, the rights, privileges and immunities provided to the Bank by this Section 6 and any other provision of this Bond Agreement or any related instrument intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification of the Bank shall be interpreted to include any action of the Bank whether it is deemed to be in its capacity as depository, fiscal and paying agent, assignee of Issuer pursuant to the Assignment, beneficiary of the Guaranty Agreement or other related capacity. The provisions of this Section 6 shall be applicable to the Bank with respect to any function which it performs with respect to the Bonds.

(p) *Limitation on Directed Action.* The Bank may elect not to proceed in accordance with the directions of the Owners of the Bonds without incurring any liability to them if, in the opinion of the Bank, such direction would result in environmental or other liability to the Bank, in its individual capacity, for which the Bank has not received indemnity pursuant to this Section, and the Bank may rely conclusively upon an opinion of counsel in determining whether any action directed may result in such liability.

(q) *Environmental Hazards.* The Bank may inform the Owners of the Bonds of environmental hazards that the Bank has reason to believe exist, and the Bank has the right to take no further action with respect to the Project if the Bank, in its individual capacity, determines that any such action could materially and adversely subject the Bank to environmental or other liability for which the Bank has not received indemnity satisfactory to it.

(r) *Reasonable Fees and Expenses.* The Bank shall be entitled to payment of and/or reimbursement for reasonable fees and expenses for its ordinary services and all advances, agent and counsel fees, costs of collection and other ordinary expenses reasonably and necessary made or incurred by the Bank in connection with such ordinary services and, in the event that it should become necessary that the Bank perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith. Pursuant to Section 3.2 of the Lease, the Tenant has agreed to pay the reasonable fees, charges and expenses of the Bank. Upon the occurrence of an Event of Default and during its continuance, the Bank shall have a first lien, with right of payment prior to payment of principal or interest on the Bonds, upon all moneys in its possession under any of the provisions hereof for the foregoing reasonable fees, costs of collection, advances, costs and expenses incurred.

(s) *Resignation; Successor.* The Bank may resign from its duties as depository, fiscal and paying agent hereunder, or under any other related instrument, upon giving 60 days' advance written notice to Issuer and Tenant. Such resignation shall become effective at the end of such 60 days or upon the earlier appointment of a successor by the Owners of a majority in principal amount of the Bonds outstanding, provided, however, that, in the case of a vacancy, the Issuer may appoint a temporary successor to serve until a permanent successor shall be appointed by the Owners of the Bonds as above provided. If no successor shall have been appointed and have accepted such appointment within said 60-day period, the Bank or any Owner of the Bonds may petition any court of competent jurisdiction for the appointment of a successor. The Bank shall deliver assets held hereunder to the successor appointed and accepting such appointment pursuant to this subsection, and thereupon the obligations and duties of the Bank hereunder shall cease and terminate.

(t) *Bank's Enforcement Obligation.* Notwithstanding anything in this Bond Agreement to the contrary, the Bank, as assignee of the Issuer's interest under the Lease, in its name or in the name of the

Issuer, shall enforce all rights of the Issuer and all obligations of the Tenant under and pursuant to the Lease, whether or not the Issuer is in default under this Bond Agreement.

Section 7. Events of Default and Remedies.

(a) *Definition of Events of Default.* An "Event of Default" under this Bond Agreement shall mean any one or more of the following events:

(1) *Payment Default.* Default in the payment when due of any installment of principal of or any interest or premium on any Bond (which constitutes a default under the Guaranty Agreement) or default in any payment of any amount payable to the Bank, as depositary or as paying agent under this Bond Agreement and expiration of any applicable right to cure;

(2) *Non-Payment Default.* A breach or failure of performance by the Tenant of any of its covenants under the Guaranty Agreement, or by the Tenant or the Issuer of any provision of this Bond Agreement (other than as referred to in (1) above) that is not remedied within 30 days after the Tenant or the Issuer, as the case may be, has received written notice thereof from the Bank or any Owner of the Bonds;

(3) *Breach of Material Representation or Warranty.* Any material representation or warranty of the Issuer or the Tenant contained herein, in the Lease, the Guaranty Agreement or in any certificate or other instrument or document delivered hereunder or thereunder or in connection with the financing of the Project shall prove to have been false or incorrect or breached in any material respect on the date on which it is made;

(4) *Lease Default.* The occurrence of an "Event of Default" under the Lease.

(5) *Guaranty Default.* The occurrence of an event of default under the Guaranty Agreement.

(b) *Default Remedies.* Upon the occurrence of an Event of Default under this Bond Agreement and upon written notice to the Issuer and the Tenant, the Bank may:

(1) *Acceleration of Maturity.* Declare the unpaid principal of any Bonds to be, and the same, together with the accrued interest thereon, shall forthwith become due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived; provided that upon the occurrence of any Event of Default as mentioned in (c) or (d) of the definition of "Event of Default" in the Lease, the unpaid principal of the Bonds, together with the accrued interest thereon, shall forthwith become due and payable without any further act or action on the part of any Owner of the Bonds.

(2) *Legal Action to Enforce Bonds and Lease.* As assignee of the Issuer's interests under the Lease, commence legal action against the Tenant to obtain (A) a judgment against the Tenant for all sums owing under the Lease or the Guaranty Agreement; and/or (B) judgment against the Tenant for possession and sale of the Project, with the proceeds of any sale applied to pay the Bonds and interest and any other sums owing by the Tenant under the Lease or the Guaranty Agreement, as provided in the Lease and this Bond Agreement. The Bank may require the Tenant assign its rights, to the extent permitted by applicable law, to any property tax exemption on the Project.

(3) *Recovery of Attorney Fees.* Recover attorney fees and related costs incurred in pursuing any remedies under the Bonds, this Bond Agreement, the Lease, the Guaranty Agreement,

any document creating a pledge or security agreement securing the Tenant's obligations, or available at law, in equity or by statute.

(4) *Exercise of Remedies Under the Lease.* As assignee of the Issuer's interests under the Lease, undertake any of the remedies on default specified in *Article XX* of the Lease. Any net proceeds of any action under this Section shall be applied as provided in the Lease and this Bond Agreement.

(c) *Action by Owner(s) of the Bonds.* Any Owner(s) of the Bonds may also pursue any other remedy available to it at law or in equity or by statute or contemplated by the Bonds, this Bond Agreement, the Lease, the Guaranty Agreement or the Assignment.

(d) *Remedies Cumulative.* No such remedy is intended to be exclusive of any other remedy, but each remedy shall be cumulative and shall be in addition to any other remedy now or hereafter existing at law or in equity or by statute.

(e) *Waivers of Default.* No delay or omission to exercise any right or power accruing upon any Event of Default under this Bond Agreement shall impair any such right or power or be a waiver thereof or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient. The Owners of the Bonds may waive any Event of Default under this Bond Agreement and the breach of any requirement contained in this Bond Agreement or the Bonds, but such waiver must be in writing. Any such waiver shall be limited to such particular Event of Default or breach.

Section 8. Notices. Except as otherwise expressly provided, all notices, certificates or other communications hereunder or under the Assignment, the Guaranty or the Lease shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, addressed as follows:

- | | |
|--------------------------------------|--|
| (i) If to the Issuer: | City of Coffeyville
102 W. 7 th , P.O. Box 1629
Coffeyville, Kansas 67337
Attention: City Clerk |
| (ii) If to the Bank: | Community National Bank & Trust
901 W. 11 th
Coffeyville, Kansas 67337
Attention: Commercial Loan Department |
| with a copy to: | Minter & Pollak
8080 E. Central, Suite 300
Wichita, Kansas 67206 |
| (iii) If to the Tenant or Guarantor: | Niel Hotel, LLC
115 Blue Jay Dr., Suite 101
Liberty, Missouri 64068
Attention: Managing Member |

(iv) If to any Owner(s) of the Bonds other than the Bank, at its address as it appears on the records kept by the Bank as fiscal and paying agent for the Bonds.

The Bonds, this Bond Agreement, the Lease, the Guaranty Agreement (except to the extent otherwise provided in the Lease or Guaranty Agreement) and the Assignment may not be amended or terminated unless such amendment is executed or consented to in writing by the Issuer, the Bank and the Tenant. It shall not be necessary to note any such amendment on any Bond unless the amendment is to the Bond itself.

Neither this Bond Agreement, the Lease nor the Bond shall constitute, give rise to, nor impose a pecuniary liability upon, or a charge upon the general credit of, the Issuer. The Bonds shall not constitute an indebtedness of the Issuer for any constitutional or statutory purpose, and shall not be payable in any manner from taxation.

Section 9. Miscellaneous Provisions.

(a) *Severability.* The invalidity or unenforceability of any one or more of the provisions of this Bond Agreement shall not affect the validity or enforceability of the remaining provisions hereof.

(b) *Authorized Tenant Representative.* Except as otherwise specified, any action to be taken by the Tenant under this Bond Agreement or the Lease may be taken by any person designated to act on behalf of the Tenant as Authorized Tenant Representative by a written certificate furnished to the Issuer and the Bank and signed by the President or any Vice President of the Tenant.

(c) *Execution and Counterparts.* This Bond Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

(d) *Offset by Bank.* Nothing in this Bond Agreement shall be deemed a waiver of or a prohibition of the exercise by the Bank any rights it may have with respect to offset of liabilities owed to the Tenant.

(e) *Section Headings.* The table of contents and section headings in this Bond Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions hereof.

(f) *Governing Law.* This Bond Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

(g) *Binding Effect.* This Bond Agreement shall inure to the benefit of and shall be binding upon the parties hereto and any subsequent Owners of the Bonds and their respective successors and assigns.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have caused this Bond Agreement to be duly executed by their duly authorized officials or officers.

CITY OF COFFEYVILLE, KANSAS

[SEAL]

By: _____
Christopher V. Williams, Mayor

ATTEST:

By: _____
Cindy Price, City Clerk

NIEL HOTEL, LLC

By: _____

Name: Larry-Bharat Patel

Title: Managing Member

**COMMUNITY NATIONAL BANK
& TRUST,
Coffeyville, Kansas**

By: _____

Name: Jeffrey A. Stewart

Title: President

SCHEDULE I

DESCRIPTION OF PROPERTY

The following property acquired by the City of Coffeyville, Kansas (the "Issuer") in connection with the issuance by the City of its Taxable Industrial Revenue Bonds, Series 2015-A and Series 2015-B (Niel Hotel, LLC) (jointly, the "Bonds"):

(a) The following described real estate in Montgomery County, Kansas:

A tract of land located in a portion of Government Lot 10, of Fractional Section 31, Township 34 South, Range 17 East of the 6th Principal Meridian, Montgomery County, Kansas, said tract of land being more particularly described as follows:

Commencing at the Southwest corner of said Lot 10; thence South 88 degrees 32 minutes 02 seconds East, along the South line of said Lot 10, a distance of 632.72 feet to the East Right of Way line of Highway 166-169; thence North 28 degrees 16 minutes 47 seconds East along said East Right of Way line a distance of 44.82 feet to the POINT OF BEGINNING, said point being located on the North Right of Way line of East Eighth Street; thence continuing North 28 degrees 16 minutes 47 seconds East along said East Right of Way line a distance of 393.51 feet to the Southwest corner of a tract of land conveyed by General Warranty Deed to the City of Coffeyville as recorded in Book 541, Page 566 in the Montgomery County Register of Deeds Office; thence South 61 degrees 47 Minutes 34 seconds East along the South lien of said City of Coffeyville tract extended a distance of 387.05 feet; thence South 01 degrees 27 minutes 58 seconds West a distance of 177.04 feet to the North Right of Way line of East Eighth Street; thence North 88 degrees 32 minutes 02 seconds West along said North Right of Way line a distance of 523.16 feet to the POINT OF BEGINNING, said tract of land to convey a 20-foot wide utility easement along the North and East lines of the above description. Subject to any part thereof that may be located in highway or street Right of Way.

said real property constituting the "Land" as referred to in the Lease entered into by the Issuer concurrently with the issuance of the Bonds (the "Lease"), subject to Permitted Encumbrances:

(b) All buildings, building additions, improvements, machinery and equipment constructed, located or installed on the Land, all or any portion of the costs of which were paid from the proceeds of the Bonds, and which constitute "Improvements" referred to in the Lease, together with any substitutions or replacements therefor, the property described in paragraphs (a) and (b) of this *Schedule I* together constituting the "Project" as referred to in the Lease.

EXHIBIT A-1

No. R-__

\$_____

UNITED STATES OF AMERICA
STATE OF KANSAS

CITY OF COFFEYVILLE, KANSAS

TAXABLE INDUSTRIAL REVENUE BOND
SERIES 2015-A
(NIEL HOTEL, LLC)

The City of Coffeyville, Kansas (the "Issuer"), hereby promises to pay, solely out of the sources hereinafter specified, _____, the registered Owner hereof, or registered assigns (an "Owner"), the principal sum of

_____ DOLLARS

or such lesser principal sum as is actually advanced hereunder pursuant to the Lease to pay Project Costs (both hereinafter defined), plus interest on the unpaid balance hereof accruing from the date of advance until paid, in lawful money of the United States of America, at the rates and payable as follows:

- a. From the Issue Date of this Bond to the Amortization Commencement Date (herein defined), interest shall accrue and be paid in arrears on the principal amount of this Bond as advanced from time to time at the Initial Rate (herein defined) commencing on the First Payment Date (herein defined) and continuing on each Payment Date (herein defined) thereafter until the Amortization Commencement Date.
- b. On and after the Amortization Commencement Date, the then unpaid principal amount of this Bond, together with interest accruing thereon at the Fixed Rate, shall be paid in monthly installments equal to the Amortization Amount (herein defined), commencing on the first Payment Date after the Amortization Commencement Date and continuing on each Payment Date thereafter until the first Adjustment Date.
- c. On and after the first Adjustment Date, monthly installments of the Amortization Amount, including interest accrued thereon at the Adjustable Rate, being the rate of interest determined on the first Adjustment Date as adjusted from the Initial Rate on that date, and as subsequently adjusted on each succeeding Adjustment Date for the period of time between Adjustment Dates, commencing on the first Payment Date after the first Adjustment Date and continuing on each Payment Date thereafter until the Final Maturity Date.
- d. One final payment in the amount of the entire unpaid balance hereunder (including all accrued and unpaid interest) on the Final Maturity Date.

The "Adjustable Rate" shall mean a rate of interest per annum equal to the New York prime commercial rate as published in the *Wall Street Journal*, plus seventy-five (75) basis points; provided, however, the rate of interest per annum shall not be less than 4.20%.

The "Adjustment Date" shall mean November 1, 2020.

The "Amortization Amount" shall mean the monthly amount sufficient to fully amortize and pay, in substantially equal monthly installments of principal and interest over a period of 240 months commencing on the Amortization Commencement Date and ending on the Final Maturity Date, the entire unpaid balance of this Bond as of the Amortization Commencement Date. At least 15 days before the first Payment Date following the Amortization Commencement Date, a schedule of anticipated payments calculated at the Fixed Rate in effect on the Amortization Commencement Date, with interest will be prepared by the Bank and attached to this Bond as *Schedule A*. A schedule of the required payments of principal and interest on this Bond is attached to this Bond as *Schedule A*. Copies of the schedule of payments shall be sent by the Bank to the Issuer, the Tenant and all Owners of this Bond. The Bank, as custodian of this Bond pursuant to *Section 4* of the Bond Agreement, shall attach such schedule hereto as *Schedule A*.

The "Amortization Commencement Date" shall mean November 1, 2016.

A "Business Day" shall mean a day on which the Bank is open for business at its commercial bank office in Coffeyville, Kansas.

The "Final Maturity Date" shall be November 1, 2023.

The "First Payment Date" shall mean December 1, 2015.

The "Fixed Rate" shall mean 4.20% per annum, computed on the basis of 30 days per month for 360 days per year.

The "Initial Rate" shall mean 4.00% per annum, computed on the basis of 30 days per month for 360 days per year.

The "Issue Date" shall mean the date endorsed by the fiscal and paying agent on the Certificate of Authentication on this Bond.

The "Payment Date" shall be the first day of each calendar month following the First Payment Date.

Payments of principal of and redemption premium, if any, and interest on this Bond shall be made in immediately available funds no later than 11:00 A.M., Central time, on the Payment Date, at Community National Bank & Trust (the "Bank") at its commercial banking office in Coffeyville, Kansas or such other place as the Bank may from time to time designate in writing, in lawful money of the United States of America. If the principal of or interest on this Bond falls due on a day other than a Business Day, then such due date shall be extended to the next succeeding full Business Day. If payment is made by check, the check must be delivered to the Bank at least 3 Business Days prior to the Payment Date.

If there is a default in the payment of any item or installment when due, the item or installment so in default shall continue as an obligation hereunder until the same shall be fully paid, and such item or installment shall be payable upon demand with interest thereon.

This Bond is issued pursuant to an Ordinance of the governing body of the Issuer and a Bond Agreement dated as of the Issue Date of this Bond (the "Bond Agreement"), between the Issuer, the Bank, and Niel Hotel, LLC (the "Tenant"), for the purpose of providing funds for the acquisition, construction, furnishing and equipping of a commercial hotel facility located in the City of Coffeyville, Kansas (the "Project"), to be leased to the Tenant pursuant to a Lease, dated as of the Issue Date of this Bond (the

"Lease"), between the Issuer and the Tenant by the authority of and in conformity with the constitution and statutes of the state of Kansas, including particularly K.S.A. 12-1740 *et seq.*, as amended, and all other laws of said state applicable thereto.

This Bond and the interest and redemption premium, if any, hereon are payable solely out of the revenues derived by the Issuer from the Project and pursuant to the Lease. This Bond is payable on a priority of lien basis with the Issuer's Taxable Industrial Revenue Bonds, Series 2015-B (Niel Hotel, LLC) issued concurrently with this Bond, and the lien of this Bond on the Project and the revenues derived by the Issuer from the Project and pursuant to the Lease is on a priority of lien basis with the Series 2015-B Bonds. This Bond and the interest and redemption premium, if any, hereon do not constitute a debt of the Issuer, or of the State of Kansas, and neither the Issuer nor said state shall be liable thereon, and this Bond shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. The Tenant's obligations under the Lease are secured by a Collateral Assignment of Lease (the "Collateral Assignment") dated as of the Issue Date of this Bond, from the Tenant to the Bank. To secure the payment of the principal of and redemption premium, if any, and interest on this Bond, the Issuer has assigned to the Bank substantially all its rights under the Lease pursuant to an Assignment of Lease and Security Agreement, dated as of the Issue Date of this Bond (the "Assignment"). In addition, the payment of the principal of and redemption premium, if any, and interest on this Bond has been unconditionally guaranteed by the Tenant and by the other guarantors named therein, jointly and severally, pursuant to a Guaranty Agreement, dated as of the Issue Date of this Bond (the "Guaranty Agreement"). Performance of the obligations of the Tenant as a guarantor under the Guaranty Agreement is secured by the Collateral Assignment. Reference is hereby made to the Bond Agreement, the Lease, the Assignment, the Collateral Assignment and the Guaranty Agreement for a further description of the Project, the rights, duties and obligations of the Issuer, the Tenant, the Bank and any other Owners of the Bonds, the security for this Bond and such obligations hereunder.

In the event of a Change of Circumstances (as defined in the Bond Agreement), this Bond shall be subject to redemption and payment prior to the stated maturity thereof at the option of the Issuer, upon instructions from the Tenant, on any date, at the par value of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium.

This Bond is also subject to redemption in whole or in part, in even multiples of \$100 by the Issuer, at the option of and upon instructions from the Tenant to the Issuer, on any date, at the par value of the principal amount thereof, without premium, plus interest accrued to the date of redemption.

This Bond shall be redeemed in part, in order to exhaust any Net Proceeds (as defined in the Lease) of insurance or condemnation awards paid into the Bond Fund as soon as practicable after receipt at a price equal to the principal amount of this Bond to be redeemed, plus accrued interest thereon to the redemption date, without premium.

Unless waived by the applicable Owner of the Bonds, notice of any call for redemption at the option of the Tenant shall be given by the Issuer or the Tenant on behalf of the Issuer to each Owner of the Bonds at its address as it appears on the records maintained by the Bank as fiscal and paying agent by first class mail, postage prepaid, mailed not less than ten (10) days prior to the redemption date.

All portions of this Bond so called for redemption will cease to bear interest on the specified redemption date, provided funds or securities in which such funds are invested for their redemption are on deposit with the paying agent on or prior to the redemption date, and shall no longer be entitled to the benefits and protection of the Bond Agreement and shall not be deemed to be outstanding.

If this Bond is redeemed in part, notice need not be delivered to the Bank or the Issuer to note such partial redemption, but the Owner of the Bonds shall note such partial redemption by endorsing the acknowledgment provided on this Bond. Any redemption in part of this Bond shall be applied to reduce the installments of principal hereof in inverse order of their maturity.

This Bond is issuable in the form of a fully registered Bond without coupons. This Bond shall be transferable by the Owner of this Bond upon the surrender of the certificate or certificates representing this Bond for transfer or exchange at the offices of the Bank as fiscal and paying agent, accompanied, in the case of a transfer, by a written instrument of transfer executed by the Owner of this Bond or its attorney in fact duly authorized in writing. Upon such surrender, the Bank shall cause the Issuer to execute and deliver in the name of the transferee a new registered Bond certificate or certificates in an aggregate principal amount equal to the unpaid principal amount hereof. The Issuer, the Bank, the Tenant and the Guarantor may deem and treat the person in whose name this Bond certificate is registered as the absolute Owner of the principal amount of the Bonds represented by this certificate for the purpose of receiving payment of, or on account of, the principal or interest due hereon and for all other purposes. Transfer of this Bond certificate is subject to certain further conditions and restrictions as further endorsed hereon.

In certain events, on the conditions, in the manner and with the effect set forth in the Bond Agreement, the principal of this Bond may be declared due and payable before the stated maturity hereof, together with interest accrued hereon. Modifications or alterations of this Bond may be made only to the extent and in the circumstances permitted by the Bond Agreement.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual signature of the Mayor and attested by the manual signature of the City Clerk and its official seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated as of the Issue Date of this Bond.

CITY OF COFFEYVILLE, KANSAS

By: _____
Christopher V. Williams, Mayor

[SEAL]

ATTEST:

By: _____
Cindy Price, City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond certificate evidences ownership of the City of Coffeyville, Kansas Taxable Industrial Revenue Bonds, Series 2015-A (Niel Hotel, LLC), as described herein and in the Bond Agreement described herein. The Issue Date of this Bond is November _____, 2015.

**COMMUNITY NATIONAL BANK
& TRUST
Coffeyville, Kansas,
as fiscal and paying agent**

By: _____
Authorized Officer

SCHEDULE OF PRINCIPAL AMOUNTS ADVANCED

DATE OF ADVANCE

AMOUNT OF ADVANCE

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Print or Type Name and Address of Transferee

the Bonds represented by this certificate and all rights thereunder, and hereby authorizes the transfer of the within Bond on the books kept by the Bank for the registration and transfer of Bonds.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

[Seal of Owner of the Bonds]

(Name of Eligible Guarantor Institution)

By: _____

Title: _____

Signature must be guaranteed by an eligible guarantor institution as defined by S.E.C. Rule 17 Ad-15 (17 C.F.R. 240. 17-Ad-15).

THIS BOND MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, OR IN A TRANSACTION EXEMPT FROM THE APPLICATION OF FEDERAL AND STATE SECURITIES LAWS.

**ACKNOWLEDGMENT OF PARTIAL REDEMPTION
RECORD OF PAYMENTS**

Partial prepayments of the principal of this Bond may be made directly to the registered Owner hereof without surrender hereof to the Bank, and each registered Owner hereof may record such prepayment on the table set forth below. Accordingly, any purchaser or other transferee of this Bond should verify with the Bank the principal hereof outstanding prior to such purchase or transfer, and the records of the Bank shall be conclusive for such purposes.

Payment <u>Date</u>	Amount <u>Paid</u>	<u>Signature</u>	Payment <u>Date</u>	Amount <u>Paid</u>	<u>Signature</u>
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EXHIBIT A-2

No. R-__

\$_____

UNITED STATES OF AMERICA
STATE OF KANSAS

CITY OF COFFEYVILLE, KANSAS

TAXABLE INDUSTRIAL REVENUE BOND
SERIES 2015-B
(NIEL HOTEL, LLC)

The City of Coffeyville, Kansas (the "Issuer"), hereby promises to pay, solely out of the sources hereinafter specified, _____, the registered Owner hereof, or registered assigns (an "Owner"), the principal sum of

_____ DOLLARS

or such lesser principal sum as is actually advanced hereunder pursuant to the Lease to pay Project Costs (both hereinafter defined), plus interest on the unpaid balance hereof accruing from the date of advance until paid, in lawful money of the United States of America, at the rates and payable as follows:

- a. From the Issue Date of this Bond to the Final Maturity Date (herein defined), interest shall be paid in arrears at the Fixed Rate (herein defined) annually, commencing on the First Payment Date and continuing on each Payment Date thereafter until the Final Maturity Date.
- b. One final payment in the amount of the entire unpaid principal balance hereunder (including all accrued and unpaid interest) shall be paid on the Final Maturity Date.

A "Business Day" shall mean a day on which the Bank is open for business at its commercial bank office in Coffeyville, Kansas.

The "Final Maturity Date" shall be December 31, 2023.

The "First Payment Date" shall mean December 31, 2015.

The "Fixed Rate" shall mean 4.20% per annum, computed on the basis of 30 days per month for 360 days per year.

The "Issue Date" shall mean the date endorsed by the fiscal and paying agent on the Certificate of Authentication on this Bond.

The "Payment Date" shall be December 31 of each calendar month following the First Payment Date.

Payments of principal of and redemption premium, if any, and interest on this Bond shall be made in immediately available funds no later than 11:00 A.M., Central time, on the Payment Date, at Community

SOS\600145.030\BONDAGREE

National Bank & Trust (the "Bank") at its commercial banking office in Coffeyville, Kansas or such other place as the Bank may from time to time designate in writing, in lawful money of the United States of America. If the principal of or interest on this Bond falls due on a day other than a Business Day, then such due date shall be extended to the next succeeding full Business Day. If payment is made by check, the check must be delivered to the Bank at least 3 Business Days prior to the Payment Date.

If there is a default in the payment of any item or installment when due, the item or installment so in default shall continue as an obligation hereunder until the same shall be fully paid, and such item or installment shall be payable upon demand with interest thereon.

This Bond is issued pursuant to an Ordinance of the governing body of the Issuer and a Bond Agreement dated as of the Issue Date of this Bond (the "Bond Agreement"), between the Issuer, the Bank, and Niel Hotel, LLC (the "Tenant"), for the purpose of providing funds for the acquisition, construction, furnishing and equipping of a commercial hotel facility located in the City of Coffeyville, Kansas (the "Project"), to be leased to the Tenant pursuant to a Lease, dated as of the Issue Date of this Bond (the "Lease"), between the Issuer and the Tenant by the authority of and in conformity with the constitution and statutes of the state of Kansas, including particularly K.S.A. 12-1740 *et seq.*, as amended, and all other laws of said state applicable thereto.

This Bond and the interest and redemption premium, if any, hereon are payable solely out of the revenues derived by the Issuer from the Project and pursuant to the Lease. This Bond is payable on a subordinate lien basis with the Issuer's Taxable Industrial Revenue Bonds, Series 2015-A (Niel Hotel, LLC) issued concurrently with this Bond, and the lien of this Bond on the Project and the revenues derived by the Issuer from the Project and pursuant to the Lease is on a subordinate lien basis with the Series 2015-A Bonds. This Bond and the interest and redemption premium, if any, hereon do not constitute a debt of the Issuer, or of the State of Kansas, and neither the Issuer nor said state shall be liable thereon, and this Bond shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. The Tenant's obligations under the Lease are secured by a Collateral Assignment of Lease (the "Collateral Assignment") dated as of the Issue Date of this Bond, from the Tenant to the Bank. To secure the payment of the principal of and redemption premium, if any, and interest on this Bond, the Issuer has assigned to the Bank substantially all its rights under the Lease pursuant to an Assignment of Lease and Security Agreement, dated as of the Issue Date of this Bond (the "Assignment"). Reference is hereby made to the Bond Agreement, the Lease, the Assignment and the Collateral Assignment for a further description of the Project, the rights, duties and obligations of the Issuer, the Tenant, the Bank and any other Owners of the Bonds, the security for this Bond and such obligations hereunder.

In the event of a Change of Circumstances (as defined in the Bond Agreement), this Bond shall be subject to redemption and payment prior to the stated maturity thereof at the option of the Issuer, upon instructions from the Tenant, on any date, at the par value of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium.

This Bond is also subject to redemption in whole or in part, in even multiples of \$100 by the Issuer, at the option of and upon instructions from the Tenant to the Issuer, on any date, at the par value of the principal amount thereof, without premium, plus interest accrued to the date of redemption.

This Bond shall be redeemed in part, in order to exhaust any Net Proceeds (as defined in the Lease) of insurance or condemnation awards paid into the Bond Fund as soon as practicable after receipt at a price equal to the principal amount of this Bond to be redeemed, plus accrued interest thereon to the redemption date, without premium.

Unless waived by the applicable Owner of the Bonds, notice of any call for redemption at the option of the Tenant shall be given by the Issuer or the Tenant on behalf of the Issuer to each Owner of the Bonds at its address as it appears on the records maintained by the Bank as fiscal and paying agent by first class mail, postage prepaid, mailed not less than ten (10) days prior to the redemption date.

All portions of this Bond so called for redemption will cease to bear interest on the specified redemption date, provided funds or securities in which such funds are invested for their redemption are on deposit with the paying agent on or prior to the redemption date, and shall no longer be entitled to the benefits and protection of the Bond Agreement and shall not be deemed to be outstanding.

If this Bond is redeemed in part, notice need not be delivered to the Bank or the Issuer to note such partial redemption, but the Owner of the Bonds shall note such partial redemption by endorsing the acknowledgment provided on this Bond. Any redemption in part of this Bond shall be applied to reduce the installments of principal hereof in inverse order of their maturity.

This Bond is issuable in the form of a fully registered Bond without coupons. This Bond shall be transferable by the Owner of this Bond upon the surrender of the certificate or certificates representing this Bond for transfer or exchange at the offices of the Bank as fiscal and paying agent, accompanied, in the case of a transfer, by a written instrument of transfer executed by the Owner of this Bond or its attorney in fact duly authorized in writing. Upon such surrender, the Bank shall cause the Issuer to execute and deliver in the name of the transferee a new registered Bond certificate or certificates in an aggregate principal amount equal to the unpaid principal amount hereof. The Issuer, the Bank, the Tenant and the Guarantor may deem and treat the person in whose name this Bond certificate is registered as the absolute Owner of the principal amount of the Bonds represented by this certificate for the purpose of receiving payment of, or on account of, the principal or interest due hereon and for all other purposes. Transfer of this Bond certificate is subject to certain further conditions and restrictions as further endorsed hereon.

In certain events, on the conditions, in the manner and with the effect set forth in the Bond Agreement, the principal of this Bond may be declared due and payable before the stated maturity hereof, together with interest accrued hereon. Modifications or alterations of this Bond may be made only to the extent and in the circumstances permitted by the Bond Agreement.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual signature of the Mayor and attested by the manual signature of the City Clerk and its official seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated as of the Issue Date of this Bond.

CITY OF COFFEYVILLE, KANSAS

By: _____
Christopher V. Williams, Mayor

[SEAL]

ATTEST:

By: _____
Cindy Price, City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond certificate evidences ownership of the City of Coffeyville, Kansas Taxable Industrial Revenue Bonds, Series 2015-B (Niel Hotel, LLC), as described herein and in the Bond Agreement described herein. The Issue Date of this Bond is November _____, 2015.

**COMMUNITY NATIONAL BANK
& TRUST
Coffeyville, Kansas,
as fiscal and paying agent**

By: _____
Authorized Officer

SCHEDULE OF PRINCIPAL AMOUNTS ADVANCED

DATE OF ADVANCE

AMOUNT OF ADVANCE

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Print or Type Name and Address of Transferee

the Bonds represented by this certificate and all rights thereunder, and hereby authorizes the transfer of the within Bond on the books kept by the Bank for the registration and transfer of Bonds.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

[Seal of Owner of the Bonds]

(Name of Eligible Guarantor Institution)

By: _____

Title: _____

Signature must be guaranteed by an eligible guarantor institution as defined by S.E.C. Rule 17 Ad-15 (17 C.F.R. 240. 17-Ad-15).

THIS BOND MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, OR IN A TRANSACTION EXEMPT FROM THE APPLICATION OF FEDERAL AND STATE SECURITIES LAWS.

**ACKNOWLEDGMENT OF PARTIAL REDEMPTION
RECORD OF PAYMENTS**

Partial prepayments of the principal of this Bond may be made directly to the registered Owner hereof without surrender hereof to the Bank, and each registered Owner hereof may record such prepayment on the table set forth below. Accordingly, any purchaser or other transferee of this Bond should verify with the Bank the principal hereof outstanding prior to such purchase or transfer, and the records of the Bank shall be conclusive for such purposes.

Payment	Amount	<u> Date </u>	Payment	Amount
			<u> Paid </u>	<u> Signature </u>

EXHIBIT B-1

**BEFORE THE COURT OF TAX APPEALS
OF THE STATE OF KANSAS**

CERTIFICATE OF ISSUANCE OF INDUSTRIAL REVENUE BONDS

Pursuant to the provisions of K.S.A. 12-1744c, as amended, this is to certify that:

The City of Coffeyville, Kansas issued its Taxable Industrial Revenue Bonds, Series 2015-A (Niel Hotel, LLC) dated as of their Issue Date, in the principal amount of \$_____, on the _____ day of _____, 20__.

**COMMUNITY NATIONAL BANK
& TRUST,**

as fiscal and paying agent for the
City of Coffeyville, Kansas

By: _____
Authorized Officer

BOTA Filing No.: _____

VERIFICATION

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

Sarah O. Steele, of Gilmore & Bell, P.C., Wichita, Kansas, of lawful age, being first duly sworn upon oath, deposes and states:

That the law firm of Gilmore & Bell, P.C., served as Bond Counsel for the above mentioned issue of Industrial Revenue Bonds; that the affiant has read the foregoing Certificate of Issuance and knows of affiant's own personal knowledge that the statements set forth therein are true and correct.

By: _____
Sarah O. Steele

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__.

[SEAL]

Notary Public

My Appointment Expires: _____

EXHIBIT B-2

**BEFORE THE COURT OF TAX APPEALS
OF THE STATE OF KANSAS**

CERTIFICATE OF ISSUANCE OF INDUSTRIAL REVENUE BONDS

Pursuant to the provisions of K.S.A. 12-1744c, as amended, this is to certify that:

The City of Coffeyville, Kansas issued its Taxable Industrial Revenue Bonds, Series 2015-B (Niel Hotel, LLC) dated as of their Issue Date, in the principal amount of \$_____, on the _____ day of _____, 20__.

**COMMUNITY NATIONAL BANK
& TRUST,**
as fiscal and paying agent for the
City of Coffeyville, Kansas

By: _____
Authorized Officer

BOTA Filing No.: _____

VERIFICATION

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

Sarah O. Steele, of Gilmore & Bell, P.C., Wichita, Kansas, of lawful age, being first duly sworn upon oath, deposes and states:

That the law firm of Gilmore & Bell, P.C., served as Bond Counsel for the above mentioned issue of Industrial Revenue Bonds; that the affiant has read the foregoing Certificate of Issuance and knows of affiant's own personal knowledge that the statements set forth therein are true and correct.

By: _____
Sarah O. Steele

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__.

[SEAL]

Notary Public

My Appointment Expires: _____

CITY OF COFFEYVILLE, KANSAS

AS ISSUER

AND

NIEL HOTEL, LLC

AS TENANT

LEASE

DATED AS OF THE ISSUE DATE OF THE BONDS

**NOT EXCEEDING \$4,200,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2015-A
and
NOT EXCEEDING \$2,000,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2015-B
(NIEL HOTEL, LLC)**

LEASE

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LEASE

THIS LEASE, made and entered into as of Issue Date of the Bonds between the City of Coffeyville, Kansas (the "Issuer"), and Niel Hotel, LLC, a Kansas limited liability company (the "Tenant").

WITNESSETH:

WHEREAS, the Issuer is a municipal corporation incorporated as a city of the first class, duly organized and existing under the laws of the State, with full lawful power and authority to enter into this Lease by and through its governing body; and

WHEREAS, the Issuer, in furtherance of the purposes and pursuant to the provisions of the laws of the State, particularly K.S.A. 12-1740 *et seq.* (the "Act"), and in order to provide for the economic development and welfare of the Issuer and its environs and to provide employment opportunities for its citizens and to promote the economic stability of the State, has proposed and does hereby propose that it shall:

- (a) Acquire the Project;
- (b) Lease the Project to the Tenant for the rentals and upon the terms and conditions hereinafter set forth; and
- (c) Issue, for the purpose of paying Project Costs, the Bonds under and pursuant to and subject to the provisions of the Act and the Bond Agreement, said Bond Agreement being incorporated herein by reference and authorized by an Ordinance of the governing body of the Issuer; and

WHEREAS, the Tenant, pursuant to the foregoing proposals of the Issuer, desires to lease the Project from the Issuer for the rentals and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Issuer and the Tenant do hereby covenant and agree as follows:

ARTICLE I

Section 1.1. Definitions. Capitalized terms not otherwise defined in this Lease shall have the meanings set forth in the Bond Agreement. In addition to the words, terms and phrases defined in the Bond Agreement and elsewhere in this Lease, the capitalized words, terms and phrases as used herein shall have the meanings set forth below, unless some other meaning is plainly intended:

"Additional Rent" means all fees, charges, costs and expenses of the Bank or the Issuer (including reasonable attorney's fees), all Impositions, all Default Administration Costs, all other payments of whatever nature payable or to become payable pursuant to the Bond Agreement or which the Tenant has agreed to pay or assume under the provisions of this Lease and any and all expenses (including reasonable attorney's fees) incurred by the Issuer or the Bank in connection with the issuance of the Bonds or the administration or enforcement of any rights under this Lease or the Bond Agreement. The fees, charges, costs and expenses of the Bank shall include all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds and the administration or enforcement of any rights or obligations under this Lease, the Bond Agreement or the Guaranty Agreement except (a) the reasonable fees and expenses in connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed or (b) any tax or other government charge imposed on the Bank in relation to the transfer, exchange, registration,

redemption or payment of the Bonds. The fees, charges, costs and expenses of the Issuer shall include, but not be limited to, any and all costs incurred by the Issuer in connection with the administration or enforcement of any rights, duties, or obligations under this Lease, the exercise or pursuit of any remedy upon an Event of Default, the amendment of this Lease, the granting of consents, easements or similar actions or any other action required of or available to the Issuer under the terms of this Lease.

"Additional Term" shall mean that term commencing on the last day of the Basic Term and terminating 5 years thereafter.

"Authorized Tenant Representative" means the Managing Member of the Tenant, Larry-Bharat Patel, or such other person as is designated to act on behalf of the Tenant as evidenced by written certificate furnished to the Bank, containing the specimen signature of such person and signed on behalf of the Tenant by its Managing Member or any Member of the Tenant. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Tenant Representative.

"Bankruptcy Code" means Title 11 of the United States Code, as amended.

"Basic Rent" means the monthly pro rata amount which, when added to Basic Rent Credits, will be sufficient to pay, on each Payment Date, all principal of, redemption premium, if any, and interest on all Outstanding Bonds which is due and payable on such Payment Date. If for any reason on any Payment Date the Bank does not have on deposit in the Bond Fund sufficient moneys to pay all principal and interest due on the Bonds on such Payment Date, then the Tenant shall pay, as Basic Rent, on such Payment Date, the amount of such deficiency.

"Basic Rent Credits" means all funds on deposit in the Bond Fund and available for the payment of principal of, redemption premium, if any, and interest on the Bonds on any Basic Rent Payment Date.

"Basic Rent Payment Date" means December 1, 2015 and the first day of each month thereafter until the principal of, redemption premium, if any, and interest on all Outstanding Bonds have been fully paid or provision made for their payment in accordance with the provisions of the Bond Agreement.

"Basic Term" means that term commencing as of the delivery of this Lease and ending, in any event, when all of the principal of, redemption premium, if any, and interest on all Outstanding Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Bond Agreement.

"Bond Agreement" means the Bond Agreement delivered concurrently with this Lease, as from time to time amended and supplemented by Supplemental Bond Agreements in accordance with the provisions of *Section 9* of the Bond Agreement.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq.

"Certificate of Completion" means a written certificate signed by the Authorized Tenant Representative stating that (1) the Improvements have been substantially completed in accordance with the plans and specifications prepared or approved by the Issuer or the Tenant, as the case may be; (2) the Improvements have been substantially completed in a good and workmanlike manner; (3) no mechanic's or materialmen's liens have been filed, nor is there any basis for the filing of such liens, with respect to the Project; (4) all Improvements constituting a part of the Project are located or installed upon the Land; and (5) if required by ordinances duly adopted by the Issuer or by applicable building codes, that an appropriate

certificate of occupancy has been issued with respect to the Improvements. A form of Certificate of Completion is attached as *Appendix B*.

"Completion Date" means the date on which the Improvements are certified as substantially completed in accordance with *Section 5.5* of this Lease.

"Default" means any event or condition the occurrence of which, with the lapse of time or the giving of notice or both, may constitute an Event of Default.

"Default Administration Costs" means the reasonable fees, charges, costs, advances and expenses of the Owner(s) of Bonds incurred in anticipation of an Event of Default, or after the occurrence of an Event of Default, including, but not limited to, counsel fees, litigation costs and expenses, the expenses of maintaining and preserving the Project and the expenses of re-letting or selling the Project.

"Environmental Assessment" means an environmental assessment with respect to the Project conducted by an independent consultant satisfactory to the Issuer and the Bank which reflects the results of such inspections, records reviews, soil tests, groundwater tests and other tests requested, which assessment and results shall be satisfactory in scope, form and substance to the Issuer and the Bank.

"Environmental Law" means CERCLA, SARA, and any other federal, state or local environmental statute, regulation or ordinance presently in effect or coming into effect during the Term of this Lease.

"Event of Bankruptcy" means an event whereby the Tenant shall: (i) admit in writing its inability to pay its debts as they become due; or (ii) file a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code as now or in the future amended, or file a pleading asking for such relief; or (iii) make an assignment for the benefit of creditors; or (iv) consent to the appointment of a trustee or receiver for all or a major portion of its property; or (v) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) suffer the entry of a final and nonappealable court order under any federal or state law appointing a receiver or trustee for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, which order, if the Tenant has not consented thereto, shall not be vacated, denied, set aside or stayed within 60 days after the day of entry; or (vii) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry or levy or after any contest is finally adjudicated or any stay is vacated or set aside.

"Event of Default" means any one of the following events:

(a) Failure of the Tenant to make any payment of Basic Rent within five business days of the time and in the amounts required hereunder; or

(b) Failure of the Tenant to make any payment of Additional Rent at the times and in the amounts required hereunder, or failure to observe or perform any other covenant, agreement, obligation or provision of this Lease on the Tenant's part to be observed or performed, and the same is not remedied within thirty (30) days after the Issuer or the Bank has given the Tenant written notice specifying such failure (or such longer period as shall be reasonably required to correct such default; provided that (i) the Tenant has commenced such correction within said 30-day period, and (ii) the Tenant diligently prosecutes such correction to completion); or

(c) An Event of Bankruptcy; or

(d) Abandonment of the Project by the Tenant.

"Full Insurable Value" means full actual replacement cost less physical depreciation.

"Hazardous Substances" shall mean "hazardous substances" as defined in CERCLA.

"Impositions" means all taxes and assessments, general and special, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or payable for or in respect of the Project or any part thereof, or any improvements at any time thereon or the Tenant's interest therein, including any new lawful taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen, which, if not paid when due, would encumber the Issuer's title to the Project.

"Land" means the real property (or interests therein) described in *Schedule I* hereto.

"Lease" means this Lease between the Issuer and the Tenant, as from time to time supplemented and amended in accordance with the provisions hereof.

"Net Proceeds" means the gross proceeds from the insurance (including without limitation title insurance) or condemnation award with respect to which that term is used remaining after the payment of all expenses (including without limitation attorneys' fees and any expenses of the Issuer, the Tenant, the Bank or any other owner of the Bonds) incurred in the collection of such gross proceeds.

The term **"Notice Address"** shall mean:

(1) With respect to the Tenant:

Niel Hotel, LLC
115 Blue Jay Dr., Suite 101
Liberty, Missouri 64068
Attn: Larry-Bharat Patel

(2) With respect to the Issuer:

City of Coffeyville, Kansas
102 W. 7th, P.O. Box 1629
Coffeyville, Kansas 67337
Attn: City Clerk

(3) With respect to the Bank:

Community National Bank & Trust
901 W. 11th
Coffeyville, Kansas 67337
Attn: Commercial Loan Department

with a copy to:

Minter & Pollak
8080 E. Central, Suite 300
Wichita, Kansas 67206

"Original Proceeds" means all sale proceeds, including accrued interest, from sale of the Bonds (jointly, the Bonds") to the Bank and any investment earnings credited to the Project Fund prior to the Completion Date.

"Owner's Title Policy" means that certain owner's policy of title insurance insuring the Issuer's fee simple title in the Project as required by *Section 6.4* of the Lease.

"Permitted Encumbrances" easements and rights-of-way of record at the time of conveyance of the Land to the Issuer, any mortgages, liens or other encumbrances or title exceptions referenced in the Owner's Title Policy, and any other mortgage or encumbrance in favor of the Owner.

"Project Contracts" means a contract or contracts with respect to the acquisition and/or construction of the Improvements entered into by the Tenant or the Issuer.

"SARA" means the Superfund Amendments and Reauthorization Act of 1986, as now in effect and as hereafter amended.

"State" means the State of Kansas.

"Term" means, collectively, the Basic Term and any Additional Term of the Lease.

Section 1.2. Representations and Covenants by the Tenant. The Tenant makes the following covenants and representations as the basis for the undertakings on its part herein contained:

(a) The Tenant is a Kansas limited liability company, duly organized and existing under the laws of said state, and is duly authorized and qualified to do business in the State, with lawful power and authority to enter into this Lease, acting by and through its duly authorized officers.

(b) Except as otherwise permitted herein, the Tenant shall (1) maintain and preserve its existence and organization as a limited liability company and its authority to do business in the State and to operate the Project; and (2) not initiate any proceedings of any kind whatsoever to dissolve or liquidate without (A) securing the prior written consent thereto of the Issuer and (B) making provision for the payment in full of the principal of and interest and redemption premium, if any, on the Bonds. If, at any time during the term of this Lease or the Bond Agreement, the Tenant changes its state of organization, changes its form of organization, changes its name, or takes any other action which could affect the proper location for filing Uniform Commercial Code financing statements or continuation statements or which could render existing filings seriously misleading or invalid, the Tenant shall immediately provide written notice of such change to the Bank, and thereafter promptly deliver to the Bank such amendments and/or replacement financing statements, together with an Opinion of Counsel to the effect that such amendments and/or replacement financing statements have been properly filed so as to create a perfected security interest in the collateral securing the Indenture, and such additional information or documentation regarding such change as the Bank may reasonably request.

(c) Neither the execution and/or delivery of this Lease, the consummation of the transactions contemplated hereby or by the Bond Agreement, nor the fulfillment of or compliance with the terms and

conditions of this Lease contravenes in any material respect any provisions of its articles of organization or operating agreement, or conflicts in any material respect with or results in a material breach of the terms, conditions or provisions of any mortgage, debt, agreement, indenture or instrument to which the Tenant is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a material default (without regard to any required notice or the passage of any period of time) under any of the foregoing, or would result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Tenant under the terms of any mortgage, debt, agreement, indenture or instrument, or violates in any material respect any existing law, administrative regulation or court order or consent decree to which the Tenant is subject.

(d) This Lease constitutes a legal, valid and binding obligation of the Tenant enforceable against the Tenant in accordance with its terms.

(e) The Tenant agrees to operate and will operate the Project, or cause the Project to be operated as a "facility," as that term is contemplated in the Act, from the date of the Issuer's acquisition of the Project to the end of the Term.

(f) The Tenant has obtained or will obtain any and all permits, authorizations, licenses and franchises necessary to enable it to operate and utilize the Project for the purposes for which it was leased by the Tenant under this Lease.

(g) The estimated total cost of the Improvements to be financed by the proceeds of the Bonds, plus interest on the Bonds during acquisition, construction and installation of the Improvements, and Costs of Issuance of the Bonds, will not be less than the original aggregate principal amount of the Bonds.

(g) After reasonable inquiry and investigation, the Tenant is not aware of (i) any Hazardous Substances generated from or located on the Project; (ii) any prior use of the Land which might reasonably involve Hazardous Substances; or (iii) any investigations, complaints or inquiries of any kind, from any source, concerning Hazardous Substances with respect to the Project or properties adjoining the Project.

(h) The Tenant will not use or permit the Project to be used by any other person or entity in any manner which would involve the generation, storage, disposal or transportation of Hazardous Substances, except in strict compliance with applicable Environmental Laws.

(i) The proceeds of the Bonds are to be used (i) to acquire, construct, install, equip and furnish the Project and (ii) to pay certain costs related to the issuance of the Bonds.

Section 1.3. Representations and Covenants by the Issuer. The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows:

(a) It is a municipal corporation duly incorporated and existing as a city of the first class under the constitution and laws of the State. Under the provisions of the Act and the Ordinance, the Issuer has the power to enter into and perform the transactions contemplated by this Lease and the Bond Agreement and to carry out its obligations hereunder and thereunder.

(b) It has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused or permitted any lien, claim or encumbrance to be placed against, the Project, except for this Lease, the assignment of this Lease to the Bank as the Issuer's fiscal and paying agent, any Permitted Encumbrances, any Impositions, and the pledge of the Project pursuant to the Ordinance and the Bond Agreement.

(c) Except as otherwise provided herein or in the Bond Agreement, it will not during the Term, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance to be placed against, the Project, except Permitted Encumbrances, this Lease, any Impositions and the pledge of the Project pursuant to the Ordinance and the Bond Agreement.

(d) It has pledged the Project and the net rentals therefrom generated under the Lease to payment of the Bonds in the manner prescribed by the Act, and has duly authorized the execution and delivery of this Lease and the Bond Agreement and the issuance, sale and delivery of the Bonds.

(e) It has notified or obtained the consent to and/or approval of the issuance of the Bonds by each municipal corporation and political subdivision the notification, consent or approval of which is required by the provisions of the Act.

ARTICLE II

Section 2.1. Granting of Leasehold. The Issuer by these presents hereby rents, leases and lets the Project unto the Tenant and the Tenant hereby rents, leases and hires the Project for the Basic Term from the Issuer, for the rentals and upon and subject to the terms and conditions hereinafter set forth.

ARTICLE III

Section 3.1. Basic Rent. The Issuer reserves and the Tenant covenants and agrees to pay Basic Rent to the Bank, as assignee of the Issuer, for the account of the Issuer, for deposit in the Bond Fund, on each Basic Rent Payment Date. Basic Rent shall be payable by check or draft of the Tenant due at the principal office of the Bank in immediately available funds on each Basic Rent Payment Date, and delinquent three business days thereafter.

Section 3.2. Additional Rent. Within 30 days after receipt of written notice thereof, the Tenant shall pay any Additional Rent required to be paid pursuant to this Lease not already paid.

Section 3.3. Rent Payable Without Abatement or Setoff. The Tenant covenants and agrees with and for the express benefit of the Issuer and the Owner(s) of Bonds that all payments of Basic Rent and Additional Rent shall be made by the Tenant as the same become due, and that the Tenant shall perform all of its obligations, covenants and agreements hereunder without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Improvements shall have been acquired, started or completed, or whether the Issuer's title to the Project or any part thereof is defective or non-existent, and notwithstanding any failure of consideration or commercial frustration of purpose, the eviction or constructive eviction of the Tenant or any subtenant, any Change of Circumstances, any change in the tax or other laws of the United States of America, the State, or any municipal corporation of either, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any action of the Issuer or any other event or condition whatsoever, and regardless of the invalidity of any portion of this Lease, and the Tenant hereby waives the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Lease or which releases or purports to release the Tenant therefrom. Nothing in this Lease shall be construed as a waiver by the Tenant of any rights or claims the Tenant may have against the Issuer under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this Lease that the Tenant shall be unconditionally and

absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owner(s) of Bonds.

Section 3.4. Prepayment of Basic Rent. The Tenant may at any time prepay all or any part of the Basic Rent. Prepayments of Basic Rent will be applied to redemption of Bonds (other than mandatory sinking fund redemption), including payment of redemption premium, as directed in writing by the Tenant, to the extent that Bonds are subject to optional redemption at the time of prepayment. Otherwise, prepayments of Basic Rent will be deposited in the Bond Fund to be applied to purchase of Bonds, or to optional redemption of Bonds (including redemption premium and interest) at the earliest date on which Bonds are subject to optional redemption. Prepayments of Basic Rent which are not sufficient to redeem all Bonds Outstanding at the time of the prepayment will be applied to redeem the principal amounts of Bonds Outstanding in inverse order of maturity, unless otherwise directed by the Tenant.

Section 3.5. Deposit of Rent by the Bank. As assignee of the Issuer's rights hereunder, the Bank shall deposit, use and apply all payments of Basic Rent and Additional Rent in accordance with the provisions of this Lease and the Bond Agreement.

Section 3.6. Acquisition of Bonds. If the Tenant acquires any Outstanding Bonds, it may present the certificate(s) representing such part of the Bonds to the Bank for cancellation, and upon such cancellation, the Tenant's obligation to pay Basic Rent shall be reduced in the same manner as provided for prepayments by the Tenant of Basic Rent. In no event, however, shall the Tenant's obligation to pay Basic Rent be reduced in such a manner that the Bank shall not have on deposit in the Bond Fund, on the next succeeding Payment Date, immediately available funds sufficient to pay the maturing principal of, redemption premium, if any, and interest on Outstanding Bonds as and when the same shall become due and according to the terms of the Bonds.

ARTICLE IV

Section 4.1. Disposition of Original Proceeds; Project Fund. The Original Proceeds shall be paid over to the Bank for the account of the Issuer as the Bonds are issued and applied as set forth in *Section 5* of the Bond Agreement.

ARTICLE V

Section 5.1. Acquisition of Land and Improvements. The Tenant shall prior to or concurrently with the issuance of the Bonds, assign or cause to be conveyed to the Issuer by warranty deed, subject to Permitted Encumbrances, the Land as described in *Schedule I*, and by bill of sale such of the Improvements as are then completed, installed or in progress. The Tenant shall also concurrently with such conveyance make provisions for the discharge or subordination to the interests acquired by the Issuer of any liens or encumbrances incurred by it in connection with the construction, installation or development of the Improvements, other than Permitted Encumbrances. Concurrently with or prior to the issuance of the Bonds, the Tenant will furnish the Bank with an appraisal performed by an appraiser acceptable to the Owner(s) of Bonds, which will establish the fair market value of the Project as if the Improvements were completed. The appraisal will be based on the plans and specifications approved by the Bank. A preliminary survey of the Land on which the Improvements will be located may be required by the Bank prior to commencement of construction of the Improvements.

Section 5.2. Project Contracts. Prior to the delivery of this Lease, the Tenant may have entered into a contract or contracts with respect to the acquisition and/or construction of the Improvements. Those

contracts, and any such contracts entered into by the Tenant or the Issuer after delivery of this Lease, are hereinafter referred to as the "Project Contracts." Prior to the delivery hereof, certain work has been or may have been performed on the Improvements pursuant to said Project Contracts or otherwise. The Tenant hereby covenants with the Issuer to perform the Project Contracts for the benefit of the Issuer as holder of title to the Project as well as its own benefit as tenant under this Lease, and the Issuer hereby designates the Tenant as the Issuer's agent for the purpose of executing and performing the Project Contracts. After the execution hereof, the Tenant shall cause the Project Contracts to be fully performed by the contractor(s), subcontractor(s) and supplier(s) thereunder in accordance with the terms thereof, and the Tenant covenants to cause the Improvements to be acquired, constructed, installed and/or completed in accordance with the Project Contracts. The Tenant warrants that the construction and/or acquisition of the Improvements in accordance with said Project Contracts will result in the Project being suitable for use by the Tenant as a Commercial Hotel facility. Any and all amounts received by the Issuer, the Bank or the Tenant from any of the contractors or other suppliers by way of breach of contract, refunds or adjustments shall become a part of and be deposited in the Project Fund. The Bank may, at its option, appoint an agent to review the Project Contracts, and make periodic inspections of the Improvements during construction to determine the satisfactory progress and completion of the work. The reasonable fees and expenses of such agent shall be paid by the Tenant as Additional Rent.

Section 5.3. Payment of Project Costs for Buildings and Improvements. The Issuer hereby agrees to pay for the acquisition or construction of the Improvements or any repairs or replacements to be made pursuant to *Article XVIII* of this Lease, but solely from Original Proceeds of the Bonds (or Net Proceeds, as applicable) as deposited in the Project Fund, and hereby authorizes and directs the Bank to pay for the same, but solely from the Project Fund, from time to time, after issuance of the Bonds while the Tenant is in compliance with the requirements of *Section 6.1* hereof, upon receipt by the Bank of a requisition certificate signed by the Authorized Tenant Representative in the form set forth as *Appendix A* hereto which is incorporated herein by reference. With regard to materials and/or labor furnished to the Project at the order of the Tenant without formal contract, or by subcontract with the Tenant acting as general contractor, which could form the basis of a statutory mechanic's or subcontractor's lien, the Bank may disburse payment therefor only upon receipt of releases or waivers of statutory mechanic's or subcontractor's liens by all vendors or subcontractors receiving payment or furnishing labor or materials as a subcontractor of the vendor or subcontractor receiving payment.

The sole obligation of the Issuer under this paragraph shall be to cause the Bank to make such disbursements upon receipt of such certificates and releases or waivers. The Bank may rely fully on any such certificates and shall not be required to make any investigation in connection therewith, except that the Bank shall investigate requests for reimbursements directly to the Tenant and shall require such supporting evidence as would be required by a reasonable and prudent fiduciary.

Section 5.4. Payment of Project Costs for Machinery and Equipment. The Issuer hereby agrees to pay for the purchase and acquisition of any machinery and equipment constituting a part of the Improvements, but solely from the Project Fund, from time to time, upon receipt by the Bank of a certificate signed by the Authorized Tenant Representative in the form provided by *Appendix A* hereto which is incorporated herein by reference and accompanied by the following specific information:

- (a) Name of seller;
- (b) Name of the manufacturer;
- (c) A copy of the seller's invoice, purchase order or other like document evidencing the purchase by the Tenant of such machinery and/or equipment;

- (d) Common descriptive name of machinery or equipment;
- (e) Manufacturer's or seller's technical description of machinery or equipment;
- (f) Capacity or similar designation;
- (g) Serial number, if any;
- (h) Model number, if any; and
- (i) A written statement by the Seller that the machinery or equipment purchased is not subject to any liens or security interest, or, in the alternative, a bill of sale warranting title to be free of all liens, encumbrances or security interests.

The sole obligation of the Issuer under this Section shall be to cause the Bank to make such disbursements upon receipt of said certificates and proof of mechanic's or subcontractor's lien waiver or release, if the item is to become a fixture on the Land. The Bank may rely fully on any such certificate and supporting documentation and shall not be required to make any independent investigation in connection therewith. All machinery, equipment and/or personal property acquired, in whole or in part, from funds deposited in the Project Fund pursuant to this Section will be considered a part of the Project. With respect to items of machinery and equipment constituting a part of the Improvements, the Tenant shall maintain a running master list of such machinery and equipment, and within 30 days after the Completion Date, the Tenant shall prepare an accurate detailed final list of machinery and equipment constituting a part of the Improvements (but not installed as fixtures therein or thereon), which list shall be filed with the Bank, and shall constitute a part of this Lease by reference. All machinery and equipment constituting a part of the Improvements shall be appropriately identified by separate schedule or other means acceptable to the Bank.

Section 5.5. Completion of Project. The Tenant warrants that the Project, when completed, will be occupied and used by the Tenant for its lawful business purposes. The Tenant covenants and agrees to proceed diligently to complete or acquire the Improvements. Upon completion of the Improvements, the Tenant shall cause the Authorized Tenant Representative to deliver a Certificate of Completion, in the form substantially as attached hereto as *Appendix B*, to the Bank. In the event funds remain on hand in the Project Fund on the date the Certificate of Completion is furnished to the Bank, such remaining funds shall be transferred by the Bank to the Bond Fund on the Completion Date and shall be applied in accordance with the provisions of the Bonds and the Bond Agreement.

Section 5.6. Deficiency of Project Fund. If Bond Proceeds in the Project Fund are insufficient to pay fully all Project Costs (including reimbursements to the Tenant for Project Costs advanced by the Tenant prior to issuance of the Bonds) and to fully complete the Improvements, lien free (except for Permitted Encumbrances), the Tenant covenants to pay the full amount of any such deficiency by making payments directly to the contractors and to the suppliers of materials, machinery, equipment, property and services as the same become due, and the Tenant shall save the Issuer and the Bank whole and harmless from any obligation to pay such deficiency.

Section 5.7. Right of Entry by the Issuer and the Bank. The duly authorized agents of the Issuer and/or the Bank shall have the right (but shall not be required) at any reasonable time and upon reasonable notice to the Tenant prior to the completion of the Improvements to have access to the Project or any part thereof for the purpose of inspecting the acquisition, installation or construction thereof.

Section 5.8. Machinery and Equipment Purchased by the Tenant. If no part of the purchase price of an item of machinery, equipment or personal property is paid from Original Proceeds deposited in

the Project Fund pursuant to the terms of this Lease, then such item of machinery, equipment or personal property will not be considered a part of the Project.

Section 5.9. Project Property of the Issuer. All Improvements, all work and materials on Improvements as such work progresses, any Project Additions, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as fully completed, repaired, rebuilt, rearranged, restored or replaced by the Tenant under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the Issuer. Any Improvements which become a part of the real estate as fixtures shall remain separate from the Tenant's property unless and until purchased by the Tenant from the Issuer as provided in this Lease.

Section 5.10. Kansas Retailers' Sales Tax. The parties have entered into this Lease in contemplation that, under the existing provisions of K.S.A. 79-3606, subsections (b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Improvements are entitled to exemption from the tax imposed by the Kansas Retailers' Sales Tax Act. The parties agree that the Issuer shall, upon the request of and with the Tenant's assistance, promptly obtain from the State and furnish to the contractors and suppliers a project exemption certificate for the construction of the Improvements. The Tenant covenants that said exemption certificate shall be used only in connection with the purchase of tangible personal property or services becoming a part of the Project. The Issuer shall not be responsible for any failure on the part of the State to issue such project exemption certificate.

ARTICLE VI

Section 6.1. Insurance as a Condition to Disbursement. As a condition precedent to payment of Costs of Issuance or disbursement of Project Costs (other than Costs of Issuance) from the Project Fund pursuant to *Article V* hereunder, the following policies of insurance shall be in full force and effect:

(a) General accident and public liability insurance covering the Tenant's operations in or upon the Project (including coverage for losses arising from the ownership, maintenance, use or operation of any automobile, truck or other vehicle in or upon the Project) under which the Tenant shall be insured and the Issuer and the Bank shall be additional insureds or mortgagees, as their interests in the Project appear, in an amount not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas tort claims act or other similar future law (currently \$500,000 per occurrence); which policy shall provide that such insurance may not be canceled by the issuer thereof without at least 30 days' advance written notice to the Issuer, the Tenant and the Bank, such insurance to be maintained throughout the Term of this Lease;

(b) Statutory workers' compensation insurance;

(c) With regard to new buildings and improvements constituting a part of the Improvements, insurance insuring the Improvements while under construction against fire, lightning and all other risks covered by the broadest form extended coverage endorsement then and from time to time thereafter in use in the State to the Full Insurable Value of such Improvements. Such insurance coverage shall name the Tenant as insured and the Issuer and the Bank as additional insureds or mortgagees and loss payees, as their respective interests appear, and all Net Proceeds received under such policy or policies by the Issuer or the Tenant shall be paid over to the Bank and be applied as set forth in *Article XVIII* hereof; and

(d) With regard to new buildings and improvements constituting a part of the Improvements and constructed by contractors other than the Tenant, performance and labor and material payment bonds

and statutory bonds (with sureties authorized to do business in Kansas and approved by the Issuer) with respect to applicable Project Contracts and in the full amount of the Project Contracts. The performance, payment and statutory bonds must be furnished to the Bank and the statutory bond filed with the clerk of the district court in the county in which the Project is located before any disbursements are made from the Project Fund for Project Costs incurred pursuant to the bonded contract. Said bonds shall name the Issuer, the Tenant and the Bank as obligees. All payments received by the Issuer, the Tenant and/or the Bank under said bonds shall become a part of and be deposited in the Project Fund. In lieu of furnishing the payment and statutory bonds required by this paragraph, with the consent of the Issuer and the Bank which will not be unreasonably withheld, Original Proceeds may be disbursed to pay Project Costs upon receipt by the Bank of waivers of statutory mechanic's and materialmen's liens signed by the contractor and all vendors and subcontractors being paid from such disbursement, in the manner and to the extent required by *Section 5.4* of this Lease for disbursements made for materials or labor furnished to the Project site by direct contract with the Tenant.

Section 6.2. Insurance After Completion. The Tenant shall and covenants and agrees that it will, prior to or simultaneously with the expiration of the insurance provided for in the preceding section and throughout the Term at its sole cost and expense, keep the Improvements continuously insured against loss or damage by fire, lightning and all other risks covered by the broadest form extended coverage insurance endorsement then in use in the State in an amount equal to the Full Insurable Value thereof in such insurance company or companies as it may select and shall at all times maintain general accident and public liability insurance required pursuant to *Section 6.1(a)*, all of which policies shall name the Tenant, the Issuer, and the Bank as insureds or mortgagees, as their interests appear.

Section 6.3. General Insurance Provisions.

(a) Within 30 days of renewal dates of expiring policies, certificates of the insurance provided for in this Article shall be delivered by the Tenant to the Bank. All policies of such insurance and all renewals thereof shall name the Tenant as insured and the Issuer and the Bank as additional insureds or mortgagees and loss payees as their respective interests may appear, shall contain a provision that such insurance may not be canceled or amended by the issuer thereof without at least 30 days' written notice to the Issuer, the Tenant and the Bank and shall be payable to the Issuer, the Tenant and the Bank as their respective interests appear. The Issuer and the Tenant each hereby agree to do anything necessary, be it the endorsement of checks or otherwise, to cause any payment of insurance proceeds to be made to the Bank, as long as such payment is required by this Lease to be made to the Bank. Any charges made by the Bank for its services in connection with insurance payments shall be paid by the Tenant.

(b) Each policy of insurance hereinabove referred to shall be issued by a nationally recognized responsible insurance company authorized under the laws of the State to assume the risks covered therein, except that the Tenant may be self-insured as to any required insurance coverages under a program of self-insurance approved by the State Commissioner of Insurance or other applicable State regulatory authority.

(c) Certificates of insurance evidencing the insurance coverages herein required shall be filed with the Bank continuously during the term of this Lease.

(d) Each policy of insurance hereinabove referred to may be subject to a reasonable deductible or self-insured retention.

(e) Each policy of insurance required herein may be provided through blanket policies maintained by the Tenant.

(f) Anything in this Lease to the contrary notwithstanding, the Tenant shall be liable to the Issuer and the Bank pursuant to the provisions of this Lease or otherwise, as to any loss or damage which may have been occasioned by the negligence of the Tenant, its agents, licensees, contractors, invitees or employees.

Section 6.4. Evidence of Title. The Tenant shall furnish evidence of title in the form of a policy of owner's title insurance, insuring the Issuer's fee simple title to the Land, as of the date and time immediately prior to conveyance to the Issuer, subject to Permitted Encumbrances, in an amount equal to \$4,200,000. Such title insurance policy shall contain no exceptions, other than the title insurance company's standard printed exceptions, Permitted Encumbrances, and the encumbrance created by this Lease. The Issuer and the Tenant agree that any and all proceeds therefrom during the Basic Term (a) if received before the completion of the building Improvements shall be paid into and become a part of the Project Fund, (b) if received thereafter but before the Bonds and interest thereon have been paid in full, shall be paid into and become a part of the Bond Fund, and (c) if received after the Bonds, redemption premium, if any, and interest thereon have been paid in full, shall belong and be paid to the Tenant.

ARTICLE VII

Section 7.1. Impositions. The Tenant shall, during the Term of this Lease, bear, pay and discharge, before the delinquency thereof, any and all Impositions. In the event any Impositions may be lawfully paid in installments, the Tenant shall be required to pay only such installments thereof as become due and payable during the term of this Lease as and when the same become due and payable.

Section 7.2. Receipted Statements. Unless the Tenant exercises its right to contest any Impositions in accordance with *Section 7.3* hereof, the Tenant shall, within 30 days after the last day for payment without penalty or interest of an Imposition which the Tenant is required to bear, pay and discharge pursuant to the terms hereof, deliver to the Bank a copy of the statement issued therefor duly receipted to show the payment thereof.

Section 7.3. Contest of Impositions. The Tenant shall have the right, in its own or the Issuer's name or both, to contest the validity or amount of any Imposition by appropriate legal proceedings instituted before the Imposition complained of becomes delinquent if, and provided, the Tenant (i) before instituting any such contest, shall give the Issuer and the Bank written notice of its intention to do so and, if requested in writing by the Issuer or the Bank, shall deposit with the Bank a surety bond of a surety company acceptable to the Issuer as surety, in favor of the Issuer and the Bank, as their interests may appear, or cash, in a sum of at least the amount of the Imposition so contested, assuring the payment of such contested Impositions together with all interest and penalties to accrue thereon and court costs, (ii) diligently prosecutes any such contest and at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (iii) promptly pays any final judgment enforcing the Imposition so contested and thereafter promptly procures record release or satisfaction thereof. The Tenant shall indemnify and hold the Issuer whole and harmless from any costs and expenses the Issuer may incur related to any such contest.

Section 7.4. Ad Valorem Taxes. The parties acknowledge that under the existing provisions of K.S.A. 79-201a, as amended, the property acquired, constructed or purchased with the proceeds of the Bonds (except such property used for certain retail uses) is eligible to receive exemption from *ad valorem* taxation for a period up to 7 calendar years after the calendar year in which the Bonds are issued, provided the Issuer has complied with certain notice, hearing and procedural requirements established by law, and proper application has been made. The Issuer represents that such notice, hearing and procedural requirements will have been complied with at the Issue Date. The Issuer will, at the Tenant's request, with

information furnished by Tenant and the Bank, make all necessary filings regarding the application for 100% *ad valorem* tax exemption for the 7-year period in the calendar year following the calendar year in which the Bonds were issued, and will renew said application from time to time and take any other action as may be necessary to maintain such *ad valorem* tax exemption in full force and effect, in accordance with K.S.A. 79-201a, 79-210 *et seq.* and the requirements of the State Court of Tax Appeals. If it becomes necessary to litigate the issue of availability or applicability of the *ad valorem* tax exemption, the Issuer will cooperate fully with Tenant in pursuing such litigation, but all litigation costs and reasonable attorney fees must be paid by Tenant, either directly or as Additional Rent.

ARTICLE VIII

Section 8.1. Use of Project. Subject to the provisions of this Lease, the Tenant shall have the right to use the Project for any and all purposes allowed by law and contemplated by the constitution of the State and the Act. The Tenant shall comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease. The Tenant shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Tenant to comply with the provisions of this Article.

Section 8.2. Environmental Provisions.

(a) The Tenant hereby covenants that it will not cause or permit any Hazardous Substances (as defined herein) to be placed, held, located or disposed of, on, under or at the Land or the Project, other than in the ordinary course of business and in compliance with all applicable Environmental Laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided to the Issuer hereunder and in the Indenture, the Tenant hereby agrees to indemnify and hold harmless the Issuer, the Bank and the Owner(s) of Bond(s) from time to time from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment, costs of investigation, consultants, testing, sampling, cleanup, or defense, and claims of any and every kind paid, incurred or suffered, with respect to, or as a direct or indirect result of, the actual or alleged presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Land or the Project of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under any federal, state or local Environmental Law or so-called "Superfund" or "Super lien" law, or any other applicable Environmental Law, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standard of conduct concerning, any Hazardous Substance) regardless of whether or not caused by or within the control of the Tenant.

(c) If the Tenant receives any notice of (1) the happening of any event involving the use, other than in the ordinary course of business and in compliance with all applicable Environmental Laws, spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the Land or the Project or in connection with the Tenant's operations thereon or (2) any complaint, order, citation or notice with regard to air emissions, water discharges or any other environmental, health or safety matter affecting the Tenant (an "Environmental Complaint") from any person (including, without limitation, the United States Environmental Protection Agency (the "EPA"), and the Kansas Department of Health and Environment ("KDHE")) then the Tenant shall immediately notify the Issuer and the Bank in writing. With respect to any such notice that relates to a condition or conditions on the Project site, the Tenant shall promptly initiate action to remediate the conditions cited in the notice, and shall diligently pursue such remediation at its expense to the satisfaction of the city authority.

(d) If the Tenant fails to initiate action to remediate as required in subsection (c) of this section, or otherwise fails to discharge its obligations under this *Section 8.2*, the Issuer shall have the right, but not the obligation, and without limitation of the Issuer's other rights under this Lease, to enter the Project or to take such actions as it may deem necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Hazardous Substance or Environmental Complaint following receipt of any notice asserting the existence on the Project of any Hazardous Substance or an Environmental Complaint pertaining to the Project or any part thereof which, if true, could result in an order, suit or other action against the Tenant and/or which, in the reasonable judgment of the Issuer, could jeopardize its interests under this Lease. All reasonable costs and expenses incurred by the Issuer in the exercise of any such rights shall be payable by the Tenant as Additional Rent on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points.

(e) If an Event of Default shall have occurred and is continuing, at the request of the Issuer or the Bank, the Tenant shall periodically perform (at the Tenant's expense) an environmental audit and, if reasonably deemed necessary by the Issuer or the Bank, an Environmental Assessment, (each of which must be reasonably satisfactory to the Issuer and the Bank) of the Project, or the hazardous waste management practices and/or hazardous waste disposal sites used by the Tenant with respect to the Project. Said audit and/or Environmental Assessment shall be conducted by an environmental consultant satisfactory to the Issuer and the Bank. Should the Tenant fail to perform any environmental audit or risk assessment within 30 days of the written request of the Issuer or the Bank, either shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and expenses incurred by the Issuer or the Bank in the exercise of such rights shall be payable by the Tenant as Additional Rent on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points.

(f) The Tenant shall not install nor permit to be installed in the Project friable asbestos or any substance containing asbestos and deemed hazardous by Environmental Law applicable to the Project and respecting such material, and with respect to any such material currently present in the Project, shall promptly either (1) remove any material which such applicable regulations deem hazardous and require to be removed or (2) otherwise comply with such applicable Environmental Law, at the Tenant's expense. If the Tenant shall fail to so remove or otherwise comply, the Issuer may declare an Event of Default and/or do whatever is necessary to eliminate said substances from the Project or otherwise comply with the applicable Environmental Law or order, and the costs thereof shall be payable by the Tenant on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points. The Tenant shall defend, indemnify, and save the Issuer, the Bank and the Owner(s) of Bond(s) harmless from all costs and expenses (including consequential damages) asserted or proven against the Tenant, or incurred to comply with such regulations.

(g) The provisions of this *Section 8.2* shall survive the termination of this Lease or exercise of the Tenant's option to purchase the Project, except with respect to obligations which arise solely and exclusively as a result of the use, spill, release, leak, seepage or discharge of Hazardous Substances on the Land or the Project after the Project is no longer occupied by the Tenant.

Section 8.3. Environmental Matters.

(a) The Tenant covenants that it will not cause or permit any Hazardous Substances to be placed, held, located or disposed of on or under the Land, other than in the ordinary course of business and in compliance with all applicable Environmental Laws.

(b) In addition to any indemnity elsewhere provided under this Lease and in the Indenture, the Tenant hereby agrees to indemnify the Issuer, the Bank and the Owner(s) of Bonds from and against all loss,

liability (including strict liability), damage, injury, expense (including reasonable attorneys' fees), costs of settlement or judgment and claims of any kind paid or incurred by or asserted against the Issuer, the Bank or Owner(s) of Bonds resulting directly or indirectly from the presence on or under, or the escape, discharge or release on or from the Land of any hazardous substance. This indemnity extends without limitation to any loss or liability asserted or arising under any Environmental Law, regardless of whether the release complained of was caused by or was in the control of the Tenant.

(c) If the Tenant receives notice of (i) the improper use or handling of any Hazardous Substance on the Land, or in connection with the Tenant's operations thereon, or (ii) any complaint, order, citation or notice involving the improper handling, use or release of a Hazardous Substance on the Land (an "Environmental Complaint") from any person, governmental agency or entity responsible for enforcing Environmental Laws, then the Tenant shall immediately notify the Issuer and the Bank of such notice.

(d) If the Tenant does not respond to an Environmental Complaint, in a reasonable manner, the Issuer and the Bank shall have the right, but not the obligation, and without limitation to the other rights of the Issuer and the Bank under this Lease, to enter onto the Project, or take such other action as may be necessary or advisable, to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Hazardous Substance or Environmental Complaint pertaining to the Land or the Project which, if true, could result in an order or other action against the Tenant which in the reasonable judgment of the Issuer or the Bank could jeopardize the interests of the Issuer, the Bank or the Owner(s) of Bonds under this Lease. All reasonable costs and expenses incurred by the Issuer or the Bank in the exercise of any such rights shall be payable by the Tenant upon demand.

(e) If an Event of Default arising from a breach of the covenant set forth in this Section, or giving rise to the right on the part of the Issuer and the Bank to take possession of the Project shall have occurred and be continuing, the Tenant, at the request of the Issuer or the Bank, and upon reasonable notice, shall periodically perform an environmental audit and, if deemed reasonably necessary by the Issuer or the Bank, an Environmental Assessment of the Land or the Project, of the hazardous waste management practices and/or hazardous waste disposal sites used by the Tenant with respect to the Land or the Project. Any such audit or Environmental Assessment shall be performed at the Tenant's expense by an environmental consultant satisfactory to the Issuer and the Bank. Should the Tenant fail to perform such audit or assessment within 30 days after written request by the Issuer or the Bank acting on behalf of the Issuer, the Issuer shall have the right, but not the obligation, to retain an environmental consultant to perform any such audit or Environmental Assessment. All reasonable costs and expenses incurred by the Issuer or the Bank in the exercise of any such rights shall be payable by the Tenant on demand.

(f) The Tenant shall not install or permit to be installed on the Land or in the Project friable asbestos or any substance containing asbestos and deemed hazardous under any applicable Environmental Law, and with respect to any such material currently present on the Land or in the Project, shall promptly either (i) remove any such material required to be removed under any applicable Environmental Law or (ii) otherwise comply with such applicable Environmental Law, at the Tenant's expense.

(g) The covenants contained in this Section shall survive the termination of this Lease, except with respect to the use, release or discharge of Hazardous Substances on the Land or in the Project after they are no longer occupied by the Tenant. There shall be unlimited recourse to the Tenant to the extent of any liability incurred by the Issuer with respect to any breaches of the Tenant's covenants contained in this *Section 8.2*.

ARTICLE IX

Section 9.1. Sublease by the Tenant. The Tenant may sublease the Project to a single party or entity, only with the prior written consent of the Issuer. The Tenant may sublease portions of the Project for use by others in the normal course of its business without the Issuer's prior consent or approval. In the event of any such subleasing, the Tenant shall remain fully liable for the performance of its duties and obligations hereunder, and no such subleasing and no dealings or transactions between the Issuer or the Bank and any such subtenant shall relieve the Tenant of any of its duties and obligations hereunder. Any such sublease shall be subject and subordinate in all respects to the provisions of this Lease.

Section 9.2. Assignment by the Tenant. The Tenant may assign, mortgage, sell or otherwise transfer its interest in this Lease only with the prior written consent of the Bank as assignee of the Issuer. Collateral assignment by the Tenant of its leasehold interest in this Lease to the Owner(s) of Bonds is hereby acknowledged and approved by the Issuer. In the event of any such assignment, the Tenant shall remain fully liable for the performance of its duties and obligations hereunder, except to the extent hereinafter provided, and no such assignment and no dealings or transactions between the Issuer or the Bank and any such assignee shall relieve the Tenant of any of its duties and obligations hereunder, except as may be otherwise provided in the following Section.

Section 9.3. Release of the Tenant. If, in connection with an assignment by the Tenant of its interest in this Lease, (a) the Issuer and the Owners of at least seventy-five percent (75%) in aggregate principal amount of the Outstanding Bonds (including any Additional Bonds) shall file with the Bank their prior written consent to such assignment, and (b) the proposed assignee shall expressly assume and agree to perform all of the obligations of the Tenant under this Lease and the Guaranty Agreement with regard to the Bonds; then the Tenant shall be fully released from all obligations accruing hereunder after the date of such assignment.

Section 9.4. Mergers and Consolidations. Notwithstanding the provisions of Sections 9.2 and 9.3 above, if the Tenant shall assign or transfer, by operation of law or otherwise, its interests in this Lease in connection with a transaction involving the merger or consolidation of the Tenant with or into, or a sale, lease or other disposition of all or substantially all of the property of the Tenant as an entirety to another person, association, corporation or other entity, and (a) the Issuer shall file with the Bank its prior written consent to such assignment, transfer or merger, (b) the proposed assignee, transferee or surviving entity shall expressly assume and agree to perform all of the obligations of the Tenant under this Lease and the Guaranty Agreement with regard to the Bonds, and (c) the Tenant shall furnish the Bank and the Issuer with evidence in the form of financial statements accompanied by a proforma balance sheet prepared by an independent certified public accountant of recognized standing showing that the net worth of such proposed assignee, transferee or surviving entity immediately following such assignment, transfer or merger will be at least equal to the net worth of the Tenant as shown by the most recent financial statements of the Tenant furnished to the Bank pursuant to this Lease; then and in such event the Tenant shall be fully released from all obligations accruing hereunder after the date of such assignment, transfer or merger.

Section 9.5. Covenant Against Other Assignments. The Tenant will not assign or in any manner transfer its interests under this Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements set forth in this Article IX.

ARTICLE X

Section 10.1. Repairs and Maintenance. The Tenant covenants and agrees that it will, during the Term of this Lease, at its own expense, keep and maintain the Project and all parts thereof in good condition and repair (ordinary wear and tear excepted), including but not limited to the furnishing of all parts, mechanisms and devices required to keep the machinery, equipment and personal property constituting a part of the Project in good mechanical and working order (ordinary wear and tear excepted).

Section 10.2. Removal, Disposition and Substitution of Machinery or Equipment. The Tenant shall have the right, provided the Tenant is not in Default, to remove and sell or otherwise dispose of any machinery or equipment which constitutes a part of the Project and which is no longer used by the Tenant or, in the opinion of the Tenant, is no longer useful to the Tenant in its operations (whether by reason of changed processes, changed techniques, obsolescence, depreciation or otherwise), subject, however, to the following conditions:

(a) With respect only to such items of machinery or equipment that originally cost \$50,000 or more, to the following:

(1) Prior to any such removal, the Tenant shall deliver to the Bank a certificate signed by the Authorized Tenant Representative (A) containing a complete description, including the make, model and serial numbers, if any, of any machinery and equipment constituting a part of the Project which it proposes to remove, (B) stating the reason for such removal, (C) stating what disposition, if any, of the machinery or equipment is to be made by the Tenant after such removal and the names of the party or parties to whom such disposition is to be made and any consideration to be received by the Tenant therefor, if any, and (D) setting forth the original cost and the current fair market value of such machinery and equipment.

(2) Prior to any such removal, the Tenant shall pay the current fair market value of such machinery or equipment as set forth in said certificate to the Bank, provided, however, that in no event shall the amount paid be less than the consideration to be received by the Tenant upon the disposition thereof and the Bank shall deposit such amount in the Bond Fund. Any money deposited in the Bond Fund pursuant to this Section shall be used to redeem Outstanding Bonds at their earliest optional redemption date.

(3) The Tenant may remove any machinery or equipment constituting a part of the Project without first complying with the provisions of subparagraph (2) above if the Tenant promptly replaces any such machinery or equipment so removed with machinery or equipment of the same or a different kind but which is capable of performing the same function, efficiently, as the machinery or equipment so removed. The machinery or equipment so acquired by the Tenant to replace such machinery or equipment thereafter shall be deemed a part of the Project. Within 30 days after any such replacement by the Tenant, the Tenant shall deliver to the Bank a certificate of the Authorized Tenant Representative setting forth a complete description, including make, model and serial numbers, if any, of the machinery or equipment which the Tenant has acquired to replace the machinery or equipment so removed by the Tenant, the cost thereof and that said machinery and equipment have been installed.

(b) With respect to such items of machinery or equipment that originally cost less than \$500,000, the Tenant may obtain release of any such items without any payment to the Bank upon delivery of a certificate setting forth the facts provided for in subparagraph (a)(1) above. In no event shall the Tenant

pursuant to the preceding sentence remove an aggregate amount of machinery or equipment having an aggregate original cost of more than \$250,000, without making payment for it.

All machinery or equipment constituting a part of the Project and removed by the Tenant in compliance with this Section shall become the absolute property of the Tenant and may be sold or otherwise disposed of by the Tenant without otherwise accounting to the Issuer. In all cases, the Tenant shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage caused thereby. The Tenant's rights under this Section to remove machinery or equipment constituting a part of the Project is intended only to permit the Tenant to maintain an efficient operation by the removal of such machinery and equipment no longer suitable to the Tenant's use for any of the reasons set forth in this Section and such right is not to be construed to permit a removal under any other circumstances and shall not be construed to permit the wholesale removal of such machinery or equipment by the Tenant.

ARTICLE XI

Section 11.1. Alteration of Project. The Tenant shall have and is hereby given the right, at its sole cost and expense, to make such additions, changes and alterations in and to any part of the Project as the Tenant from time to time may deem necessary or advisable, provided however, the Tenant shall not make any major addition, change or alteration which will adversely affect the intended use or structural strength or value of any part of the Improvements. All additions, changes and alterations made by the Tenant pursuant to the authority of this Article shall (a) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, shall be deemed a part of the Project; provided, however, that additions of machinery, equipment and/or personal property of the Tenant, not purchased or acquired from proceeds of the Bonds and not constituting a part of the Project shall remain the separate property of the Tenant and may be removed by the Tenant prior to or as provided in *Section 22.1* hereof.

ARTICLE XII

Section 12.1. Additional Improvements. The Tenant shall have and is hereby given the right, at its sole cost and expense, to construct on the Land or within areas occupied by the Improvements, or in airspace above the Project, such additional buildings and improvements as the Tenant from time to time may deem necessary or advisable. All additional buildings and improvements constructed by the Tenant pursuant to the authority of this Article shall, during the Term, remain the property of the Tenant and may be added to, altered or razed and removed by the Tenant at any time during the Term hereof. The Tenant covenants and agrees (a) to make all repairs and restorations, if any, required to be made to the Project because of the construction of, addition to, alteration or removal of, said additional buildings or improvements, (b) to keep and maintain said additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, (c) to promptly and with due diligence either raze and remove from the Land, in a good, workmanlike manner, or repair, replace or restore such of said additional buildings or improvements as may from time to time be damaged by fire or other casualty, and (d) that all additional buildings and improvements constructed by the Tenant pursuant to this Article which remain in place after the termination of this Lease for any cause other than the purchase of the Project pursuant to *Article XVII* hereof shall, upon and in the event of such termination, become the separate and absolute property of the Issuer.

ARTICLE XIII

Section 13.1. Securing of Permits and Authorizations. The Tenant shall not do or permit others under its control to do any work in or in connection with the Project or related to any repair, rebuilding, restoration, replacement, alteration of or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have first been procured and paid for. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease.

Section 13.2. Mechanic's Liens. The Tenant shall not do or suffer anything to be done whereby the Project, or any part thereof, is encumbered by any mechanic's or other similar lien. Should any mechanic's or other similar lien ever be filed against the Project, or any part thereof, the Tenant shall discharge the same of record within 30 days after the date of filing. Notice is hereby given that the Issuer does not authorize or consent to and shall not be liable for any labor or materials furnished to the Tenant or anyone claiming by, through or under the Tenant upon credit, and that no mechanic's or similar liens for any such labor, services or materials shall attach to or affect the reversionary or other estate of the Issuer in and to the Project, or any part thereof.

Section 13.3. Contest of Liens. The Tenant, notwithstanding the above, shall have the right to contest any such mechanic's or other similar lien if within said 30-day period stated above it (a) notifies the Issuer and the Bank in writing of its intention so to do, and if requested by the Bank or the Issuer, deposits with the Bank a surety bond issued by a surety company acceptable to the Issuer as surety, in favor of the Issuer, or cash, in the amount of the lien claim so contested, indemnifying and protecting the Issuer from and against any liability, loss, damage, cost and expense of whatever kind or nature growing out of or in any way connected with said asserted lien and the contest thereof, (b) diligently prosecutes such contest, at all times effectively staying or preventing any official or judicial sale of the Project or any part thereof or interest therein, under execution or otherwise, and (c) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof.

Section 13.4. Utilities. All utilities and utility services used by the Tenant in, on or about the Project shall be contracted for by the Tenant in the Tenant's own name and the Tenant shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

ARTICLE XIV

Section 14.1. Indemnity. The Tenant agrees, whether or not the transactions contemplated by this Lease, the Bonds or the Indenture are consummated, to indemnify and hold harmless the Issuer and its officers, directors, officials, employees and agents, including the Bank as assignee of the Issuer's rights under this Lease, and the Original Purchaser and each of its officers, directors, employees and agents (any or all of the foregoing referred to hereafter as "Indemnified Persons"), from and against all claims, actions, suits, proceedings, expenses, judgments, damages, penalties, fines, assessments, liabilities, charges or other costs (including, without limitation, all attorneys' fees and expenses incurred in connection with enforcing this Lease or collecting any sums due hereunder and any claim or proceeding or any investigations undertaken hereunder) relating to, resulting from, or in connection with (a) any cause in connection with the Project, including, without limitation, the acquisition, design, construction, installation, equipping, operating, maintenance or use thereof; (b) any act or omission of the Tenant or any of its agents contractors, servants, employees or licenses in connection with the use or operation of the Project; (c) any cause in connection with the issuance and sale of the Bonds, (d) a misrepresentation or breach of warranty by the Tenant hereunder or under any of the documents executed by the Tenant in connection with this Lease, or (e) any violation by the Tenant of any of its covenants hereunder or under any of the other documents executed by the Tenant in connection with the Bonds or this Lease. This indemnity is effective only with respect to any loss incurred by any Indemnified Person not due to willful misconduct, gross negligence, or bad faith on part of such Indemnified Person. In case any action or proceeding shall be brought against one or more Indemnified Person and with respect to which such Indemnified Person may seek indemnity as provided herein, such Indemnified Person shall promptly notify the Tenant in writing and the Tenant shall promptly assume the defense thereof, including the employment of counsel reasonable satisfactory to such Indemnified Person or Indemnified Persons, the payment of all expenses and the right to negotiate and consent to settlement; but the failure to notify the Tenant as provided shall not relieve Tenant from any liability of duty under this Section, so long as Tenant is given reasonable opportunity to defend such claim.

ARTICLE XV

Section 15.1. Access to Project. The Issuer, for itself and its duly authorized representatives and agents, including the Bank, reserves the right to enter the Project at all reasonable times during usual business hours throughout the Term, upon reasonable notice, for the purpose of (a) examining and inspecting the same, (b) performing such work made necessary by reason of the Tenant's default under any of the provisions of this Lease, and (c) after an Event of Default, for the purpose of exhibiting the Project to prospective purchasers, lessees or mortgagees. The Issuer may, during the progress of said work mentioned in (b) above, keep and store on the Project all necessary materials, supplies and equipment and shall not be liable for inconvenience, annoyances, disturbances, loss of business or other damage suffered by reason of the performance of any such work or the storage of such materials, supplies and equipment.

ARTICLE XVI

Section 16.1. Option to Extend Basic Term. The Tenant shall have and is hereby given the right and option to extend the Basic Term of this Lease for the Additional Term provided that (a) the Tenant shall give the Issuer written notice of its intention to exercise the option at least 30 days prior to the expiration of the Basic Term and (b) the Tenant is not in Default hereunder at the time it gives the Issuer such notice or at the time the Additional Term commences. In the event the Tenant exercises such option, the terms, covenants, conditions and provisions set forth in this Lease shall be in full force and effect and binding upon the Issuer and the Tenant during the Additional Term except that the Basic Rent during any extended term

herein provided for shall be the sum of \$100.00 per year, payable in advance on the first Business Day of such Additional Term.

ARTICLE XVII

Section 17.1. Option to Purchase Project. Subject to the provisions of this Article, the Tenant shall have the right and option to purchase the Project at any time during the Term hereof and for 120 days thereafter. The Tenant shall exercise its option by giving the Issuer written notice of the Tenant's election to exercise its option and specifying the date, time and place of closing, which date (the "Purchase Date") shall neither be earlier than 30 days nor later than 180 days after the notice is given. The Tenant may not, however, exercise such option if the Tenant is in Default hereunder on the Purchase Date unless all Defaults are cured upon payment of the purchase price specified in *Section 17.2*.

Section 17.2. Quality of Title and Purchase Price. If said notice of election to purchase is given, the Issuer shall sell and convey all of its interests in the Project to the Tenant on the Purchase Date free and clear of all liens and encumbrances except (a) Permitted Encumbrances, (b) those to which title was subject on the date of conveyance to the Issuer of the Land, or to which title became subject with the Tenant's written consent, or which resulted from any failure of the Tenant to perform any of its covenants or obligations under this Lease, (c) taxes and assessments, general and special, if any, and (d) the rights of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the Project, for a price determined as follows (which the Tenant agrees to pay in cash at the time of delivery of the Issuer's deed or other instrument or instruments of transfer of the Project to the Tenant as hereinafter provided):

(1) The full amount which is required to provide the Issuer and the Bank with funds sufficient, in accordance with the provisions of the Indenture, to pay at maturity or to redeem and pay in full (A) the principal of all of the Outstanding Bonds, (B) all interest due thereon to date of maturity or redemption, whichever first occurs, and (C) all costs, expenses and premiums incident to the redemption and payment of said Bonds in full, plus

(2) \$100.00.

Nothing in this Article shall release or discharge the Tenant from its duty or obligation under this Lease to make any payment of Basic Rent or Additional Rent which, in accordance with the terms of this Lease, becomes due and payable prior to the Purchase Date, or its duty and obligation to fully perform and observe all covenants and conditions herein stated to be performed and observed by the Tenant prior to the Purchase Date.

Section 17.3. Closing of Purchase. On the Purchase Date the Issuer shall deliver to the Tenant its special warranty deed and/or other appropriate instrument or instruments of conveyance or assignment, properly executed and conveying the Project to the Tenant free and clear of all liens and encumbrances except as set forth in the preceding section above, or conveying such other title to the Project as may be acceptable to the Tenant, and the Tenant shall pay the full purchase price for the Project as follows: (a) the amount specified in clause (1) of *Section 17.2* shall be paid to the Bank for deposit in the Bond Fund to be used to pay or redeem Bonds and the interest thereon as provided in the Bond Agreement, and (b) the amount specified in clause (2) of said *Section 17.2* shall be paid to the Issuer; provided, however, nothing herein shall require the Issuer to deliver its appropriate instrument or instruments of assignment or conveyance to the Tenant until after all duties and obligations of the Tenant under this Lease to the date of such delivery have been fully performed and satisfied or adequate provision made for such performance and satisfaction. Upon the delivery to the Tenant of the Issuer's appropriate instrument or instruments of

assignment or conveyance, payment of the purchase price by the Tenant and legal defeasance of the Bonds, this Lease shall *ipso facto* terminate, subject to the provisions of *Section 20.2* hereof.

Section 17.4. Effect of Failure to Complete Purchase. If, for any reason, the purchase of the Project by the Tenant pursuant to valid notice of election to purchase is not effected on the Purchase Date, this Lease shall be and remain in full force and effect according to its terms the same as though no notice of election to purchase had been given, except that if such purchase is not effected on the Purchase Date because the Issuer does not have or is unable to convey to the Tenant such title to the Project as the Tenant is required to accept, the Issuer shall use its best efforts to cure any such defect in its title to the Project. In the event the Issuer is unable to cure such defect in its title to the Project, or if the Issuer's failure to close would be a breach of its obligations hereunder, the Tenant shall have the right to cancel this Lease forthwith if, but only if, the principal of and interest on the Bonds and all costs incident to the redemption and payment of the Bonds have been paid in full. The Tenant shall also have the right to exercise any legal or equitable remedies, in its own name or in the name of the Issuer, to obtain acceptable title to the Project.

Section 17.5. Application of Condemnation Awards if the Tenant Purchases Project. The right of the Tenant to exercise its option to purchase the Project under the provisions of this Article shall remain unimpaired notwithstanding any condemnation of title to, or the use for a limited period of, all or any part of the Project. If the Tenant shall exercise its option and pay the purchase price as provided in this Article, all of the condemnation awards received by the Issuer after the payment of said purchase price, less all attorneys' fees and other expenses and costs incurred by the Issuer as the owner of the Project in connection with such condemnation, shall belong and be paid to the Tenant.

Section 17.6. Option to Purchase Unimproved Portions of Land. The Tenant shall have the option to purchase at any time and from time to time during the Term any vacant part or vacant parts of the unimproved Land constituting a part of the Project; provided, however, the Tenant shall furnish the Issuer and the Bank with a certificate of an Authorized Tenant Representative, dated not more than thirty (30) days prior to the date of the purchase and stating that, in the opinion of the Authorized Tenant Representative, (a) the portion of said Land with respect to which the option is exercised is not needed for the operation of the Project for the purposes herein stated, (b) the purchase will not impair the usefulness or operating efficiency or materially impair the value of the Project and will not destroy or materially impair the means of ingress thereto and egress therefrom, and (c) the purchase will not materially adversely affect compliance of the remaining Land and any Improvements with applicable zoning laws or regulations. The Tenant shall exercise this option by giving the Issuer and the Bank written notice of the Tenant's election to exercise its option and specifying (i) the legal description, (ii) the date, time and place of closing, which date shall neither be earlier than 45 days nor later than 60 days after the notice is given, (iii) the appraised current fair market value of the portions of the Land with respect to which the Tenant's option is exercised as determined by an independent, qualified appraiser whose report shall be furnished to the Bank together with the Tenant's notice of election to purchase, and (iv) a certificate signed by the chief executive or chief financial officer of the Tenant stating that no event has occurred and is continuing which, with notice or lapse of time or both, would constitute an Event of Default; provided, however, that the Tenant may not exercise this option if there has occurred and is continuing any event which, with notice or lapse of time or both, would constitute an Event of Default at the time said notice is given and may not purchase said real property on the specified closing date if any such event has occurred and is continuing on said date unless all defaults are cured. The option hereby given shall include the right to purchase a perpetual easement for right-of-way to and from the public roadway and the right to purchase such land as is necessary to assure that there will always be access between the real property purchased pursuant to these *Sections 17.6* through *17.10* and the public roadway.

Section 17.7. Quality of Title - Purchase Price. If said notice of election to purchase is given as provided in *Section 17.6* the Issuer shall convey the real property described in the Tenant's notice to the

Tenant on the specified date free and clear of all liens and encumbrances except (a) Permitted Encumbrances, (b) those to which the title was subject on the date of conveyance to the Issuer of the Land, or to which title became subject with the Tenant's written consent, or which resulted from any failure of the Tenant to perform any of its covenants or obligations under this Lease, (c) taxes and assessments, general and special, if any, and (d) the interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the real property described in the Tenant's notice. The purchase price shall be an amount equal to the then current fair market value thereof, as determined with reference to the independent appraiser's report furnished to the Bank.

Section 17.8. Closing of Purchase. If the Issuer has title to such vacant real property free and clear of all liens and encumbrances except as stated above or has such other title to the such real property as may be acceptable to the Tenant, then on the specified date, the Issuer shall deliver to the Tenant its special warranty deed, properly executed and conveying such real property to the Tenant free and clear of all liens and encumbrances except as stated above, and the Tenant shall pay the purchase price for such real property, said purchase price to be paid to the Bank for the account of the Issuer and deposited by the Bank in the Bond Fund and shall be used to redeem Bonds on any date the Bonds are subject to optional redemption as provided in the Bond Agreement. Nothing herein shall require the Issuer to deliver its special warranty deed to the Tenant until after all duties and obligations of the Tenant under this Lease to the date of such delivery have been fully performed and satisfied.

Section 17.9. Effect of Purchase on Lease. The exercise by the Tenant of the option granted under these *Sections 17.6 to 17.10* and the purchase and sale and conveyance of a portion or portions of the Land constituting a part of the Project pursuant hereto shall in no way whatsoever affect this Lease, and all the terms and provisions hereof shall remain in full force and effect the same as though no notice of election to purchase had been given, and specifically, but not in limitation of the generality of the foregoing, exercise of such option shall not affect, alter, diminish, reduce or abate the Tenant's obligations to pay all Basic Rent and Additional Rent required hereunder.

Section 17.10. Effect of Failure to Complete Purchase. If, for any reason whatsoever, the purchase by the Tenant of the real property described in said notice is not effected on the specified date, this Lease shall be and remain in full force and effect according to its terms the same as though no notice of election to purchase had been given.

ARTICLE XVIII

Section 18.1. Damage and Destruction.

(a) If, during the Term, any Improvements are damaged or destroyed, in whole or in part, by fire or other casualty, the Tenant shall promptly notify the Issuer and the Bank in writing as to the nature and extent of such damage or loss and whether it is practicable and desirable to rebuild, repair, restore or replace such damage or loss.

(b) If the Tenant shall determine that such rebuilding, repairing, restoring or replacing is practicable and desirable, the Tenant shall forthwith proceed with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing. In such case, any Net Proceeds of property and/or casualty insurance required by this Lease and received with respect to any such damage or loss to the Improvements shall be paid to the Bank and shall be deposited in the Project Fund and shall be used and applied for the purpose of paying the cost of such rebuilding, repairing, restoring or replacing such damage or loss. Any amount remaining in the Project Fund after such rebuilding, repairing, restoring or replacing shall be paid to the Tenant.

(c) If the Tenant shall reasonably determine that rebuilding, repairing, restoring or replacing the Improvements is not practicable and desirable, any Net Proceeds of property and/or casualty insurance required by this Lease and received with respect to any such damage or loss to the Project shall be paid into the Bond Fund. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Tenant shall not, by reason of its inability to use all or any part of the Improvements during any period in which the Improvements are damaged or destroyed, or are being repaired, rebuilt, restored or replaced nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement or any abatement or diminution of the Basic Rent or Additional Rent payable by the Tenant under this Lease nor of any other obligations of the Tenant under this Lease except as expressly provided in this Section.

Section 18.2. Condemnation.

(a) If, during the Term title to, or the temporary use of, all or any part of the Project shall be condemned by any authority exercising the power of eminent domain (other than the Issuer), the Tenant shall, within 30 days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify the Issuer and the Bank in writing as to the nature and extent of such condemnation and whether it is practicable and desirable to acquire substitute land or construct substitute Improvements.

(b) If the Tenant shall determine that such substitution is practicable and desirable, the Tenant shall forthwith proceed with and complete with reasonable dispatch the acquisition or construction of such substitute Land or Improvements. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings shall be paid to the Bank for the account of the Tenant and shall be deposited in the Project Fund and shall be used and applied for the purpose of paying the cost of such substitution. Any amount remaining in the Project Fund after such acquisition or construction shall be paid to Tenant.

(c) If the Tenant shall reasonably determine that it is not practicable and desirable to acquire or construct substitute Improvements, any Net Proceeds of condemnation awards received by the Tenant shall be paid into the Bond Fund. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection.

(d) The Tenant shall not, by reason of its inability to use all or any part of the Improvements during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement or any abatement or diminution of the Basic Rent or Additional Rent nor of any other obligations hereunder payable by the Tenant under this Lease.

(e) The Issuer shall cooperate fully with the Tenant in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof so long as the Issuer is not the condemning authority. In no event will the Issuer voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the written consent of the Tenant and the Bank.

Section 18.3. Effect of Tenant's Defaults. Anything in this Article to the contrary notwithstanding, the Issuer and the Bank shall have the right at any time and from time to time to withhold payment of all or any part of the Net Proceeds from the Project Fund attributable to damage, destruction or

condemnation of the Project to the Tenant or any third party if an Event of Default has occurred and is continuing, or the Issuer or the Bank has given notice to the Tenant of any Default which, with the passage of time, will become an Event of Default. In the event the Tenant shall cure any Defaults specified herein, the Bank shall make payments from the Net Proceeds to the Tenant in accordance with the provisions of this Article. However, if this Lease is terminated or the Issuer or the Bank otherwise re-enters and takes possession of the Project without terminating this Lease, the Bank shall pay all the Net Proceeds held by it into the Bond Fund and all rights of the Tenant in and to such Net Proceeds shall cease.

ARTICLE XIX

Section 19.1. Change of Circumstances. If at any time during the Basic Term, a Change of Circumstances occurs, then the Tenant shall have the option to purchase the Project pursuant to *Article XVII* or the option to terminate this Lease by giving the Issuer notice of such termination within 90 days after the Tenant has actual knowledge of the event giving rise to such option. Such termination shall become effective when all of the Bonds Outstanding are paid or payment is provided for in the manner described in *Section 3(f)* of the Bond Agreement.

ARTICLE XX

Section 20.1. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Bank (acting on behalf of the Issuer, as assignee of the Issuer's rights hereunder) may take any legal action, including but not limited to, one or more of the following remedial actions:

(a) By written notice to the Tenant upon acceleration of maturity of the Bonds as provided in the Bond Agreement, the Bank acting on behalf of the Issuer may declare the aggregate amount of all unpaid Basic Rent or Additional Rent then or thereafter required to be paid under this Lease by the Tenant to be immediately due and payable as liquidated damages from the Tenant, whereupon the same shall become immediately due and payable by the Tenant.

(b) The Bank acting on behalf of the Issuer may give the Tenant written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 30 days after such notice is given and, if all Events of Default have not then been cured on the date so specified, the Tenant's rights to possession of the Project shall cease, and this Lease shall thereupon terminate. The Bank acting on behalf of the Issuer may thereafter re-enter and take possession of the Project and pursue all its available remedies, including sale of the Project and judgment against the Tenant for possession of the Project and/or all Basic Rent and Additional Rent then owing, including costs and attorney fees.

(c) Without terminating the Term hereof, or this Lease, the Bank acting on behalf of the Issuer may conduct inspections or an Environmental Assessment of the Project, and re-enter the Project or take possession thereof pursuant to legal proceedings or any notice provided for by law and this Lease. The Issuer or the Bank acting on behalf of the Issuer may refuse to re-enter or take possession of the Project if it has reasonable cause for such refusal. "Reasonable cause" shall include the presence on the Project of conditions which are in violation of any Environmental Law or the existence or threat of a remedial action against the Tenant under any Environmental Law resulting from conditions on the Project.

(d) Having elected to re-enter or take possession of the Project pursuant to subsection 20.1(c), the Bank acting on behalf of the Issuer may relet the Project, or parts thereof, for such term or terms and at such rental and upon such other terms and conditions as are deemed advisable, with the right to make alterations and repairs to the Project, and no such re-entry or taking of possession of the Project shall be

construed as an election to terminate this Lease, and no such re-entry or taking of possession shall relieve the Tenant of its obligation to pay Basic Rent or Additional Rent (at the time or times provided herein), or of any of its other obligations under this Lease, all of which shall survive such re-entry or taking of possession. The Tenant shall continue to pay the Basic Rent and Additional Rent provided for in this Lease until the end of the Term, whether or not the Project shall have been relet, less the net proceeds, if any, of reletting the Project.

(e) Having elected to reenter or take possession of the Project pursuant to subsection 20.1(c), the Bank acting on behalf of the Issuer may, by notice to the Tenant given at any time thereafter while the Tenant is in Default in the payment of Basic Rent or Additional Rent or in the performance of any other obligation under this Lease, elect to terminate this Lease in accordance with subsection 20.1(b) and thereafter proceed to exercise any remedies lawfully available.

(f) If, in accordance with any of the foregoing provisions of this Article, the Issuer shall have the right to elect to re-enter and take possession of the Project, the Issuer or the Bank acting on behalf of the Issuer, may enter and expel the Tenant and those claiming through or under the Tenant and remove the property and effects of both or either by all lawful means without being guilty of any manner of trespass and without prejudice to any remedies for arrears of Basic Rent or Additional Rent or preceding breach of contract by the Tenant.

(g) Net proceeds of any reletting or sale of the Project shall be deposited in the Bond Fund for application to pay the Bonds and interest thereon. "Net proceeds" shall mean the receipts obtained from reletting or sale after deducting all expenses incurred in connection with such reletting or sale, including without limitation, all repossession costs, brokerage commissions, legal fees and expenses, expenses of employees, alteration costs and expenses of preparation of the Project for reletting or sale.

(h) The Issuer or the Bank acting on behalf of the Issuer may recover from the Tenant any attorney fees or other expense incurred in exercising any of its remedies under this Lease.

(i) The Bank may require the Tenant assign its rights, to the extent permitted by applicable law, to any property tax exemption on the Project.

Section 20.2. Survival of Obligations. The Tenant covenants and agrees with the Issuer, the Bank and the Owner(s) of Bonds that until all Bonds and the interest thereon and redemption premium, if any, are paid in full or provision is made for the payment thereof, its obligations under this Lease shall survive the cancellation and termination of this Lease for any cause and/or sale of the Project, and that the Tenant shall be obligated to pay Basic Rent and Additional Rent (reduced by any net income the Issuer or the Bank may receive from the Project after such termination) and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease. Notwithstanding any provision of this Lease or the Bond Agreement, the Tenant's obligations under *Sections 8.2 and 14.1* hereof shall survive any termination, release or assignment of this Lease, the Bond Agreement or Guaranty Agreement and payment or provision for payment of the Bonds.

Section 20.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute, subject to the provisions of the Bond Agreement. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than notice required herein.

ARTICLE XXI

Section 21.1. Performance of the Tenant's Obligations by the Issuer. If the Tenant shall fail to keep or perform any of its obligations as provided in this Lease, then the Issuer may (but shall not be obligated to do so) upon the continuance of such failure on the Tenant's part for 90 days after notice of such failure is given the Tenant by the Issuer or the Bank and without waiving or releasing the Tenant from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and the Tenant shall reimburse the Issuer for all sums so paid by the Issuer and all necessary or incidental costs and expenses incurred by the Issuer in performing such obligations through payment of Additional Rent. If such Additional Rent is not so paid by the Tenant within 10 days of demand, the Issuer shall have the same rights and remedies provided for in *Article XX* in the case of Default by the Tenant in the payment of Basic Rent.

ARTICLE XXII

Section 22.1. Surrender of Possession. Upon accrual of the Issuer's right of reentry as the result of the Tenant's Default hereunder or upon the cancellation or termination of this Lease by lapse of time or otherwise (other than as a result of the Tenant's purchase of the Project), the Tenant shall peacefully surrender possession of the Project to the Bank, as assignee of the Issuer in good condition and repair, ordinary wear and tear excepted; provided, however, the Tenant shall have the right, prior to or within 30 business days after the termination of this Lease, to remove from on or about the Project the buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures which the Tenant owns under the provisions of this Lease and are not a part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Tenant. All buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures owned by the Tenant and which are not so removed from on or about the Project prior to or within 30 business days after such termination of this Lease shall become the separate and absolute property of the Issuer.

ARTICLE XXIII

Section 23.1. Notices. All notices required or desired to be given hereunder shall be in writing and shall be delivered in person to the Notice Representative or mailed by registered mail to the Notice Address. All notices given by registered mail as aforesaid shall be deemed duly given as of the date three days after they are so mailed. When mailed notices are given, the party giving notice will use reasonable diligence to contact the party being notified by telephone, electronic mail or facsimile on or before the date such notice is mailed.

ARTICLE XXIV

Section 24.1. Triple-Net Lease. The parties hereto agree (a) that this Lease is intended to be a triple-net lease, (b) that the payments of Basic Rent and Additional Rent are designed to provide the Issuer and the Bank with funds adequate in amount to pay all principal of and interest on all Bonds as the same become due and payable and to pay and discharge all of the other duties and requirements set forth herein, and (c) that to the extent that the payments of Basic Rent and Additional Rent are not adequate to provide

the Issuer and the Bank with funds sufficient for the purposes aforesaid, the Tenant shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money as may from time to time be required for such purposes.

Section 24.2. Funds Held by the Bank After Payment of Bonds. If, after the principal of and interest on all Bonds and all costs incident to the payment of Bonds have been paid in full, the Bank holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, except as otherwise provided in this Lease and the Bond Agreement and after payment therefrom to the Issuer of any sums of money then due and owing by the Tenant under the terms of this Lease, be the absolute property of and be paid over forthwith to the Tenant.

ARTICLE XXV

Section 25.1. Rights and Remedies. The rights and remedies reserved by the Issuer and the Tenant hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Issuer and the Tenant shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 25.2. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such Default or Defaults which were in existence at the time such payment or payments or performance were accepted by it.

Section 25.3. The Issuer Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the Issuer shall, may or must give its approval or consent, or execute supplemental agreements, exhibits or schedules, the Issuer shall not unreasonably or arbitrarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements, exhibits or schedules.

ARTICLE XXVI

Section 26.1. The Issuer May Not Sell. The Issuer covenants that unless an Event of Default under this Lease has occurred and is continuing, and the remaining Term of this Lease has been terminated, it will not, without the Tenant's written consent, unless required by law, sell or otherwise part with or encumber its fee title interest in the Project at any time during the Term of this Lease.

Section 26.2. Quiet Enjoyment and Possession. The Tenant shall enjoy peaceable and quiet possession of the Project as long as no Event of Default has occurred and is continuing.

Section 26.3. Financial Report; Furnishing of Financial Information. So long as any Bonds are Outstanding and unpaid and subject to the terms of the Bond Agreement, the Tenant shall furnish or cause to be furnished to the Bank the financial statements and other financial information required by *Article V* of the Guaranty Agreement.

Section 26.4. Issuer's Obligations Limited. Except as otherwise expressly provided in this Lease, no recourse upon any obligation or agreement contained in this Lease or in any Bond or under any judgment obtained against the Issuer, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise under any circumstances, under or independent of the Bond Agreement, shall be had against the Issuer and its officers, employees and agents.

Notwithstanding anything in this Lease to the contrary, it is expressly understood and agreed by the parties hereto that (a) the Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the Issuer by the Tenant, an Owner(s) of Bonds or the Bank as to the existence of any fact or state of affairs required to be noticed by the Issuer hereunder; (b) the Issuer shall not be under any obligation to perform any record-keeping or to provide any legal services, it being understood that such services shall be performed or provided either by the Tenant, the Bank or the Owner(s) of Bonds; and (c) that none of the provisions of this Lease shall require the Issuer to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless it shall have first been adequately indemnified to its satisfaction against the costs, expenses and liability which may be incurred by such action.

Notwithstanding anything in this Lease to the contrary, any obligation the Issuer may incur under this Lease or under any instrument or document executed by the Issuer in connection with this Lease that entails the expenditure of any money by the Issuer shall be only a limited obligation of the Issuer payable solely from the revenues derived by the Issuer under the Lease and shall not be, under any circumstances, a general obligation of the Issuer.

ARTICLE XXVII

Section 27.1. Investment Tax Credit; Depreciation. The Tenant shall be entitled to claim the full benefit of (1) any investment credit against federal or state income tax allowable with respect to expenditures of the character contemplated hereby under any federal or state income tax laws now or from time to time hereafter in effect, and (2) any deduction for depreciation with respect to the Project from federal or state income taxes. The Issuer agrees that it will upon the Tenant's request execute all such elections, returns or other documents which may be reasonably necessary or required to more fully assure the availability of such benefits to the Tenant.

ARTICLE XXVIII

Section 28.1. Amendments. This Lease may be amended, changed or modified in writing in the following manner:

(a) With respect to an amendment, change or modification which reduces the Basic Rent or Additional Rent, or any amendment which reduces the percentage of Owner(s) of Bonds whose consent is required for any such amendment, change or modification, by an agreement in writing executed by the Issuer and the Tenant and consented to in writing by the Bank and by Owner(s) of Bonds owning at least 90% of the aggregate principal amount of the Bonds then Outstanding;

(b) With respect to any other amendment, change or modification which will materially adversely affect the security or rights of the Owner(s) of Bonds, by an agreement in writing executed by the Issuer and the Tenant and consented to in writing by the Bank and by Owner(s) of Bonds owning at least 66-2/3% of the aggregate principal amount of the Bonds then Outstanding; and

(c) With respect to all other amendments, changes, or modifications, by an agreement in writing executed by the Issuer and the Tenant.

At least 30 days prior to the execution of any agreement pursuant to (c) above, the Issuer and the Tenant shall furnish the Bank and the Original Purchaser of the Bonds with a copy of the amendment, change or modification proposed to be made.

Section 28.2. Granting of Easements. If no Event of Default under this Lease shall have happened and be continuing, the Tenant may, at any time or times, (a) grant easements, licenses and other rights or privileges in the nature of easements with respect to any property included in the Project, free from any rights of the Issuer or the Owner(s) of Bonds, or (b) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Tenant shall determine, and the Issuer agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the Issuer of: (1) a copy of the instrument of grant or release or of the agreement or other arrangement, (2) a written application signed by the Authorized Tenant Representative requesting such instrument, and (3) a certificate executed by the Tenant stating (A) that such grant or release is not detrimental to the proper conduct of the business of the Tenant, and (B) that such grant or release will not impair the effective use or interfere with the efficient and economical operation of the Project and will not materially adversely affect the security of the Owner(s) of Bonds. Any consideration received by the Tenant for the grant or release must be paid to the Bank to be deposited in the Bond Fund and used to redeem Bonds at the earliest practicable date, at their principal amount, plus accrued interest, without premium. If the instrument of grant shall so provide, any such easement or right and the rights of such other parties thereunder shall be superior to the rights of the Issuer and the Owner(s) of Bonds and shall not be affected by any termination of this Lease or default on the part of the Tenant hereunder. If no Event of Default shall have happened and be continuing, any payments or other consideration received by the Tenant for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Tenant, but, in the event of the termination of this Lease because of an Event of Default, all rights then existing of the Tenant with respect to or under such grant shall inure to the benefit of and be exercisable by the Issuer.

Section 28.3. Security Interests. (a) The Issuer and the Tenant agree to execute and deliver all instruments (including financing statements and statements of continuation thereof) necessary for perfection of and continuance of the security interest of the Issuer in and to the Project. The Tenant hereby authorizes the Issuer to file or cause to be filed all such instruments required to be so filed and the Bank to continue or cause to be continued the filings or liens of such instruments for so long as the Bonds shall be Outstanding.

(b) Under the Collateral Assignment of Lease, the Issuer will, as additional security for the Bonds assign, transfer, pledge and grant a security interest in its rights under this Lease to the Bank. The Issuer hereby authorizes the Bank to file financing statements or any other instruments necessary to perfect its security interest. The Bank is hereby given the right to enforce, either jointly with the Issuer or separately, the performance of the obligations of the Tenant, and the Tenant hereby consents to the same and agrees that the Bank may enforce such rights as provided in the Collateral Assignment of Lease and the Tenant will make payments required hereunder directly to the Bank.

Section 28.4. Construction and Enforcement. This Lease shall be construed and enforced in accordance with the laws of the State. Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

Section 28.5. Invalidity of Provisions of Lease. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 28.6. Covenants Binding on Successors and Assigns. The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 28.7. Section Headings. The section headings hereof are for the convenience of reference only and shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof. The reference to section numbers herein or in the Bond Agreement shall be deemed to refer to the numbers preceding each section.

Section 28.8. Execution of Counterparts; Electronic Transactions. This Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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APPENDIX A

FORM OF REQUISITION FOR PAYMENT OF PROJECT COSTS

CITY OF COFFEYVILLE, KANSAS

Project Fund

(Niel Hotel, LLC)

Payment Order No. _____

Community National Bank & Trust
Coffeyville, Kansas
Attn: Commercial Loan Department

You are hereby authorized and directed by the undersigned, the Authorized Tenant Representative, acting on behalf of Niel Hotel, LLC (the "Tenant") to disburse funds held by you as fiscal and paying agent in the above mentioned Project Fund for the purposes and in the amounts set forth in the Payment Schedules attached hereto and incorporated herein by reference (the "Payment Schedules").

I hereby certify that the amounts requested in the attached Payment Schedules have either been advanced by the Tenant or are justly due to contractors, subcontractors, suppliers, vendors, materialmen, engineers, architects or other persons named in the Payment Schedules who have performed necessary and appropriate work in connection with any installation of machinery, equipment or personal property, or have furnished necessary and appropriate materials in the construction or acquisition of land, buildings and improvements constituting a part of the Project. I further certify that the fair value of such work or materials, machinery and equipment, is not exceeded by the amount requested, and such cost is one which may be capitalized for federal income tax purposes.

I further certify that, except for the amounts set forth in the Payment Schedules, there are no outstanding debts now due and payable for labor, wages, materials, supplies or services in connection with the construction of said buildings and improvements or the purchase and/or installation of machinery, equipment and personal property which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen's statutory or other similar lien upon the Land, the Project or any part thereof.

I further certify that no part of the amounts set forth in the Payment Schedules have been the basis for any previous withdrawal of any moneys from the said Project Fund.

I further certify that each of the representations and covenants on the part of the Tenant contained in the Lease dated as of Issue Date of the Bonds by and between the City of Coffeyville, Kansas, as the Issuer, and the Tenant are now true and correct in all material respects and are now being materially complied with.

I further certify that the amounts set forth in the Payment Schedules constitute Project Costs, as said term is defined in the Lease, and that all insurance policies which are required to be in force as a condition precedent to disbursement of funds from the Project Fund pursuant to the provisions of *Section 6.1* of the Lease are in full force and effect.

DATED _____, 20____.

Authorized Tenant Representative

EXHIBIT A - Payment Order No. _____

**PAYMENT SCHEDULE
FOR BUILDINGS, IMPROVEMENTS AND
MISCELLANEOUS PROJECT COSTS**

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below, and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete:

PAYMENT SCHEDULE

<u>Payee Name</u>	<u>Payee Address</u>	<u>Purpose or Nature of Payment</u>	<u>Amount</u>
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Initials

EXHIBIT B - Payment Order No. _____

**PAYMENT SCHEDULE
FOR MACHINERY AND EQUIPMENT**

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below. I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete. I further certify that the items described are free and clear of any liens or security interests. I have attached to this schedule a copy of the purchase order or seller's invoice for each item, and, to the extent any payment is a reimbursement to the Tenant, a copy of the check tendered in payment for such item.

PAYMENT SCHEDULE

<u>Payee Name</u>	<u>Description of Equipment</u>	<u>Amount</u>
	(include name and address of seller, manufacturer, descriptive name, technical description, capacity, serial number of model number as appropriate)	

Initials

APPENDIX C

FORM OF REQUISITION FOR PAYMENT OF COSTS OF ISSUANCE

Request No. _____

Date: _____

**WRITTEN REQUEST FOR DISBURSEMENT FROM
CITY OF COFFEYVILLE, KANSAS
(NIEL HOTEL, LLC)
COSTS OF ISSUANCE ACCOUNT**

To: Community National Bank & Trust
Coffeyville, Kansas
Attention: Commercial Loan Department

as fiscal and paying agent under the Bond Agreement, dated as of Issue Date of the Bonds. Capitalized terms not otherwise defined herein shall have the meanings set forth in such Bond Agreement.

The undersigned hereby requests payment to the following payees the following amounts for the following Cost of Issuance:

<u>Payee</u>	<u>Amount</u>	<u>Description of Cost of Issuance</u>
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The amount of this requisition is justly due and owing and has not been the subject of another requisition which was paid and is a proper Cost of Issuance incurred in connection with the issuance of the Bonds.

Invoices, statements, vouchers or bills for the amounts requested are attached hereto.

NIEL HOTEL, LLC

By: _____
Authorized Tenant Representative

SCHEDULE I

SCHEDULE I TO THE BOND AGREEMENT, DATED AS OF ISSUE DATE OF THE BONDS, BETWEEN THE CITY OF COFFEYVILLE, KANSAS, AND COMMUNITY NATIONAL BANK & TRUST, COFFEYVILLE, KANSAS, AS FISCAL AND PAYING AGENT, AND TO THE LEASE AGREEMENT, DATED AS OF ISSUE DATE OF THE BONDS, BY AND BETWEEN CITY OF COFFEYVILLE, KANSAS AND NIEL HOTEL, LLC

PROPERTY SUBJECT TO LEASE

(A) The following described real estate located in Montgomery County, Kansas, to wit:

A tract of land located in a portion of Government Lot 10, of Fractional Section 31, Township 34 South, Range 17 East of the 6th Principal Meridian, Montgomery County, Kansas, said tract of land being more particularly described as follows:

Commencing at the Southwest corner of said Lot 10; thence South 88 degrees 32 minutes 02 seconds East, along the South line of said Lot 10, a distance of 632.72 feet to the East Right of Way line of Highway 166-169; thence North 28 degrees 16 minutes 47 seconds East along said East Right of Way line a distance of 44.82 feet to the POINT OF BEGINNING, said point being located on the North Right of Way line of East Eighth Street; thence continuing North 28 degrees 16 minutes 47 seconds East along said East Right of Way line a distance of 393.51 feet to the Southwest corner of a tract of land conveyed by General Warranty Deed to the City of Coffeyville as recorded in Book 541, Page 566 in the Montgomery County Register of Deeds Office; thence South 61 degrees 47 Minutes 34 seconds East along the South lien of said City of Coffeyville tract extended a distance of 387.05 feet; thence South 01 degrees 27 minutes 58 seconds West a distance of 177.04 feet to the North Right of Way line of East Eighth Street; thence North 88 degrees 32 minutes 02 seconds West along said North Right of Way line a distance of 523.16 feet to the POINT OF BEGINNING, said tract of land to convey a 20-foot wide utility easement along the North and East lines of the above description. Subject to any part thereof that may be located in highway or street Right of Way.

said real property constituting the "Land" as referred to in the Lease, subject to Permitted Encumbrances.

(B) The buildings, improvements, equipment, fixtures and personal property now or hereafter acquired, constructed, or installed on the Land and financed or refinanced with proceeds of the Series 2015-A Bonds and Series 2015-B Bonds.

The property described in paragraphs (A) and (B) of this *Schedule I*, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of *Sections 10.3 and 10.4* of the Lease, constitute the "Project" as referred to in both the Lease and the Bond Agreement.

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	October 27, 2015	
RESOLUTION OR ORDINANCE NUMBER	R-15-129	
AGENDA TITLE	A Resolution authorizing execution of a Request to Exchange Federal Funds and a Fund Exchange Agreement between the Kansas Department of Transportation and the City of Coffeyville, Kansas.	
REQUESTING DEPARTMENT	Public Works/Engineering	
PRESENTER	Chuck Shively, Director of Public Works	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	520-4-220-168
	Balance Available	N/A
	New Appropriation:	☐ Yes ☒ No
PURPOSE	To authorize the Federal Fund Exchange Grant from the Kansas Department of Transportation (KDOT) and to exchange the "Federal Funds" for "State Funds" at the "Exchange Rate" as defined in the KDOT Federal Fund Exchange Program Guidelines.	
BACKGROUND	Beginning in 2011 KDOT implemented a new program called the Federal Fund Exchange program (FFE). The FFE replaced the Surface Transportation Program (STP) and Bridge grant programs. The STP and Bridge grants were funded by federal grants and were highly sought after. Typically a city could expect an STP or Bridge grant once every 10 years. The FFE program is designed to take those federal funds from the STP & Bridge programs, and divide them among the eligible entities <u>every</u> year based on population.	

BACKGROUND (CONTINUED)	So, a city now receives a smaller amount every year, rather than <u>compete</u> for a large project approximately once every 10 years. Since the program uses Federal Funds, all projects paid with the funds must meet all federal requirements, such as Davis-Bacon Wage rates, federal design standards, federal labor standards requirements, federal environmental review requirements, etc., all of which add significantly to the cost of the projects. But, through the FFE, KDOT will offer to exchange the Federal Funds, at 90 cents on the dollar, for State Funds, which do not have the federal strings attached. Then the City can spend the state funds on almost any transportation project we choose, and KDOT will use the federal funds on one of their large federal projects that already have the federal strings attached.
SPECIAL NOTES	Through a negotiated agreement with KDOT, the City of Coffeyville used our first three years of FFE money (2011, 2012, and 2013) to pay our share of the Cline Road STP Grant project, which was completed last year. We used our 2014 FFE grant to reimburse the City for a portion of our expenses for the 2014 KLINK project.
ANALYSIS	Attached to this staff report are the 2015 City of Coffeyville Request to Exchange Federal Funds form and the Federal Fund Exchange Program Guidelines from KDOT. The amount of federal funds allotted to Coffeyville this year is \$119,841.26. If we accept the exchange for state funds, our share would be \$107,857.13. The commonly accepted estimate is that federal requirements can easily add more than 20% to the cost of small projects, depending upon the size of the project. For a smaller project the percentage added by federal requirements is a higher percentage of the overall cost than for a larger project.

ANALYSIS (CONTINUED)	The commonly accepted rule of thumb is that it would take a project greater than \$1 million dollars to break even with the 10% FFE exchange rate. In addition, the use of federal funds is restricted to projects eligible as Federal-Aid Projects, so only specific approved projects would be eligible, and they would have to be tracked closely for compliance with all of the federal guidelines. But, if we exchange those funds for state funds, they can be used to reimburse the City for almost any street construction, repair, or maintenance project, as explained in the Federal Fund Exchange Program Guidelines. If this proposed Resolution is approved, staff will submit the executed Request to Exchange Federal Funds to KDOT, then KDOT will send the Fund Exchange Agreement for the Mayor's execution. This proposed Resolution authorizes execution of both documents.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Authorize the Mayor and the City Clerk to execute the Request to Exchange Federal Funds and the Fund Exchange Agreement with the Kansas Department of Transportation.
REFERENCE DOCUMENTS ATTACHED	• Resolution R-15-129 • Kansas Department of Transportation Bureau of Local Projects Request to Exchange Federal Funds. • Kansas Department of Transportation Federal Fund Exchange Program Guidelines

RESOLUTION NO. R-15-129

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A REQUEST TO EXCHANGE FEDERAL FUNDS AND A FUND EXCHANGE AGREEMENT BETWEEN THE KANSAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF COFFEYVILLE, KANSAS, TO AUTHORIZE EXCHANGE OF “FEDERAL FUNDS” FOR “STATE FUNDS” AT THE “EXCHANGE RATE” AS DEFINED IN THE DOCUMENTS AND THE KANSAS DEPARTMENT OF TRANSPORTATION FEDERAL FUND EXCHANGE PROGRAM GUIDELINES.

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 a Request to Exchange Federal Funds and a Fund Exchange Agreement between the Kansas Department of Transportation and the City of Coffeyville, Kansas, to authorize exchange of “Federal Funds” for “State Funds” at the “Exchange Rate” as defined in the documents and the Kansas Department of Transportation Federal Fund Exchange Program Guidelines.

ADOPTED THIS 27TH DAY OF OCTOBER 2015.

Christopher V. Williams, Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney



**KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF LOCAL PROJECTS
REQUEST TO EXCHANGE FEDERAL FUNDS**

County/City: Coffeyville

Federal Funds to Be Exchanged: \$119,841.26

The Secretary of Transportation is hereby requested to make available to the city/county state funds in exchange for the city's/county's allotment of federal funds in the amount stated above.

We understand that the amount of state funds provided by the Secretary will be calculated at an exchange rate of \$0.90 of state funds per dollar of federal funds. We further understand that the state funds must be used for transportation project(s) in accordance with the program guidelines and will be paid on a reimbursement basis as the city/county incurs costs on the project(s).

Contact Person: _____ Title: _____

Address: _____

Phone: _____ Email: _____

Signature*

Typed or Printed Name

Title

Date

****The representative signing this request must be authorized by law to bind the city/county to an agreement.***





FEDERAL FUND EXCHANGE PROGRAM GUIDELINES

Program Description

The federal fund exchange program is a voluntary program that allows a local public agency (LPA) to trade all or a portion of its federal fund allocations in a specific federal fiscal year with the Kansas Department of Transportation (KDOT) in exchange for state transportation dollars or with another LPA in exchange for their local funds.

Eligible Participants

Only LPAs that are eligible to receive a federal funding allocation may participate in the federal fund exchange program. Eligible LPAs include all counties in the state and cities with population greater than 5,000 that are not located in a Transportation Management Area (TMA). Currently the only TMAs in Kansas are the Mid America Regional Council (MARC – Kansas City Region) and the Wichita Area Metropolitan Planning Organization (WAMPO).

Participation in the program is optional. An eligible LPA may choose to exchange its federal funds or it may use the funds to develop a federal-aid project following the established procedures.

Federal Fund Distribution

A portion of the federal-aid transportation dollars that are made available to the State of Kansas are shared with LPAs. The majority of this “pass-through” of federal funds is comprised of two programs: the Surface Transportation Program (STP) and the Highway Bridge Program (BR). The funds under each of these categories are distributed to cities and counties based on federal law, state statute, or the policy of KDOT. Following is a brief summary of the methods of distribution of the federal funds.

Counties

STP funds are allocated to each of the counties in the state in accordance with KSA 68-402(b), which provides for the distribution to be in the same proportion as the Special City and County Highway Fund and the County Equalization and Adjustment Fund.



BR funds are allocated to the counties according to each county's proportional share of deficient bridges, based on square footage of bridge deck, relative to the total deficient bridges in all counties of the state.

Small Urban (Cities not in a TMA with population greater than 5,000)

Federal funds in both the STP and BR categories that are made available for the small urban cities are distributed to each city in proportion to its population relative to the total population of all eligible cities.

Local Bridge Program

Federal law and regulations that govern the Highway Bridge Program require that not less than 15 percent of a state's apportionment of BR funds be used for replacement or rehabilitation of eligible bridges located on roads that are not on the federal-aid system. To comply with this requirement, KDOT has established a Local Bridge Program. The federal funds for this program are set aside prior to distribution of the remainder to eligible LPAs.

Exchange Rate

The exchange rate for the program is \$0.90 of state funds for every \$1.00 of local federal obligation authority exchanged.

Available Funds

In general, KDOT will determine the amount of state funds available for exchange annually at the time the federal funding is confirmed for a federal fiscal year. KDOT may conduct more frequent reviews of available funding when necessary as a result of funding or budgetary considerations.

Allowable Uses of State Funds

The LPA is required to use the state funds for specific types of road or bridge improvement projects. This program allows a wider variety of projects and ranges of scope than the federal-aid program would permit. Acceptable project scopes include, but are not limited to the following:

- Roadway construction, reconstruction, or rehabilitation.
- Pavement preservation including overlay, mill/overlay, chip and seal, pavement patching, or crack sealing.
- Purchase of aggregate to be placed exclusively on a specific section(s) of public road by LPA forces.
- Safety improvements including signing, traffic signals, pavement marking, removal of roadside obstacles, installation or upgrade of guardrails, or installation of turn lanes.



- Installation of erosion protection measures in roadside ditches or around drainage structures.
- Construction or reconstruction of sidewalks, ADA ramps, or pedestrian signals.
- Replacement of deteriorated curb and gutter.
- Storm sewer repairs to restore or enhance positive drainage.
- Bridge construction or replacement.
- Bridge rehabilitation or repair.
- Bridge painting.
- Bridge removal.
- Construction of low-water crossings.

The state funds may be used for all phases of a project. These include, but are not limited to: 1) preliminary engineering; 2) right-of-way acquisition; 3) utility relocations; 4) construction; and 5) construction inspection.

When work is performed by the LPA's forces, the cost of labor, equipment, material and supplies are eligible for reimbursement. No reimbursement shall be made for costs of mobilization, depreciation, profit or overhead. The LPA will be required to provide detailed work records documenting the actual costs incurred for labor and equipment provided by the LPA. Reimbursable equipment rates used by the LPA shall not exceed the KDOT equipment rates compiled periodically by KDOT's Bureau of Construction and Maintenance unless approved prior to construction.

The LPA may develop the project following its own procedures, criteria, and standards. All work performed shall be consistent with the Kansas Statutes, applicable regulations, and normal engineering practices for the work being done. Any work performed on the state highway or city connecting link will require coordination with the local KDOT Area Office.

Funds may be "stockpiled" for up to 3 years in order to accumulate sufficient dollars for a project. An LPA stockpiling funds in this manner will be required to have project(s) to use the stockpiled funds underway in order to exchange a fourth year of funding unless approval is obtained from KDOT based on special considerations.

Application

An LPA that wishes to exchange its federal funds will submit to the KDOT Bureau of Local Projects a "Request to Exchange Federal Funds" outlining the amount of federal funds the LPA wants to exchange, and providing the contact information for the person designated to be the main contact for the LPA. The application should also include brief descriptions and estimated costs of projects the LPA proposes for using the state funds. Attachment #1 is a sample "Request to Exchange Federal Funds" and Project List form.



Fund Exchange Agreement

Upon approval, KDOT and the LPA will enter into an agreement for the exchange of funds. This agreement will outline the amount of federal obligation authority to be transferred to KDOT, the amount of state funds to be provided to the LPA, the method of payment of the state funds to the LPA, any limitations that may apply to the use of these funds, and the specific responsibilities of each party. Attachment #2 is a sample federal fund exchange agreement.

Payment of State Funds

State fund exchange dollars will be paid to the LPA on a reimbursement basis up to the maximum amount specified in the agreement. The LPA will need to submit to KDOT a request for reimbursement (see Attachment #3) that includes appropriate documentation for the expense. A request for reimbursement may be submitted at the completion of the project, or progress payments may be made during the development and construction of the project and as the LPA expends dollars. Expenses for any project that are incurred after the maximum dollar amount specified in the agreement is reached will be the responsibility of the LPA.

Final Review

Upon completion of the project, the LPA will notify KDOT Bureau of Local Projects. KDOT staff may perform a final review of the project to confirm compliance with the terms of the agreement.

Questions

Any questions regarding the Federal Fund Exchange Program should be directed to the KDOT Bureau of Local Projects at (785)296-3861 or at KDOT's toll-free number, 1-877-550-5368. As an alternative you may email us at lpeplans@ksdot.org.

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	10/27/2015	
RESOLUTION OR ORDINANCE NUMBER	R-15-130	
AGENDA TITLE	Approval to enter into contract with Montgomery County as a subcontractor for pictometry aerial imagery and GIS base layers.	
REQUESTING DEPARTMENT	Engineering	
PRESENTER	Thomas Osborn, Superintendent of Engineering	
FISCAL INFORMATION	COST AS RECOMMENDED:	\$9,218.00 Payable in 3 equal payments of \$3,072.67 yearly
	BUDGET LINE ITEM:	N/A
	BALANCE AVAILABLE:	N/A
	NEW APPROPRIATION REQUIRED:	☒ Yes ☐ No
PURPOSE	To discuss a proposed agreement between Montgomery County and the City of Coffeyville for aerial imaging and base layer data for GIS mapping.	

BACKGROUND

In 2011 the City of Coffeyville launched its Geographic Information Systems (GIS) mapping system. When creating the base map of the city, the 2010 pictometry orthogonal imagery from Montgomery County was used as a nearly current back drop for the system. We then paired the image data with centerline and parcel data, again provided by the county, to form the base mapping layers that all the GIS maps for utilities and public service are created on.

When utility layers are overlaid users can get a better sense for where utilities are located in comparison to the street, sidewalk, trees, fences, fire hydrants etc... public service can see where pavement is in disrepair or alleyways are overgrown at the time of the fly over. The use of aerial imagery in our maps was stated to be a great move back in 2011 when the commission first got to see maps on which the location was easily discernable. The planning and zoning commission is now able to not only see what the zoning of properties surrounding a case are but also what is located on the adjacent properties.

All of these advantages are dependent upon no change to objects on the maps. Any street realignments, structures removed, fire hydrants moved, structures added, fire hydrants added, new streets & alleys, etc. results in our imagery becoming dated and inaccurate, which in turn has an impact on the accuracy of the overall GIS system. For these same reasons Montgomery County is now looking to update their imagery and are requesting help with funding to not only re-fly the whole county but in cities like Independence, Caney, Cherryvale, and Coffeyville to have higher resolution image data that the City will be able to use in our system. This will improve the quality of the background imagery, thus increasing accuracy and usability of the City's existing GIS system.

With this agreement the city would have logins for web viewing the oblique imagery to view all sides of a building or measure heights of structures or utility poles.

This just scratches the surface of the benefits the City will receive.

The county is agreeing that they will provide quarterly updates to their base layers. That means:

- Updated parcel information
 - last time it was 18 months
- They will provide ownership data
 - Not previously provided
 - Have been requesting this for 4 years
- Center lines
 - Last update 4 years ago

BACKGROUND CONT.	A small sampling of the many possible uses of the imagery by department includes: Electric ❖ Line clearances ❖ Planning for tree trimming ❖ Look at structures ➤ Street lights ➤ Signals ➤ Sub stations ❖ Accurate latitude/longitude coordinates Economic Development ❖ Marketing for retail & new employers ➤ Vacant buildings ➤ Lots ready for construction ➤ Higher resolution, up to date maps, which means higher quality presentations, proposals, brochures, etc. ❖ Utility locations on site ❖ RFP images ➤ Higher quality and current/not outdated Stormwater ❖ Planning for clearing drainage ways ❖ Assess how drainage ways have wandered Coffeyville Connection ❖ Measure heights for antennas ❖ Visually see what is encompassed in an access point's range ❖ Visually see what businesses are along fiber routes for marketing ❖ Infrastructure expansion planning Water/Wastewater ❖ Quickly locate buried valves for repairs ❖ Find manholes under debris ❖ Visualize right of ways Code Enforcement ❖ Can visualize their location when in the field ❖ Utilize parcel information on a daily basis ➤ Ownership ➤ Property boundaries
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BACKGROUND CONT.	Engineering ❖ Presentation documents ➤ Grant applications ➤ Public information ❖ Map requests ➤ Confirm zoning ➤ Visualize flood zone locations ➤ Transportation planning ❖ Improved ability to identify objects on the map ➤ With straight down orthographic imagery it is not always easy to identify what an object on the map is. But with oblique imagery you can view the object from all four sides, quickly and accurately determining what the object is, avoiding wasted time identifying the object in the field. ➤ The higher resolution will also make identifying objects more quick and accurate. These are just a few of the direct uses for the pictometry and base layers that are involved with this agreement. When paired with the layers generated by the City of Coffeyville, the possible impact of accurate imagery is incalculable.
SPECIAL NOTES	We propose to evenly split the costs between 7 departments. \$438.95 per department per year from the following funds: ✓ Water Utility ✓ Wastewater Utility ✓ Stormwater Utility ✓ Electric Utility ✓ Coffeyville Connection ✓ General Fund ✓ Economic Development.
ANALYSIS	
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff overwhelmingly recommends entering into the agreement with Montgomery County for Pictometry.
REFERENCE DOCUMENTS ATTACHED	• Department support letters.pdf, • MG County Agreement.pdf

RESOLUTION NO. R-15-130

A RESOLUTION TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY AND THE CITY OF COFFEYVILLE TO SHARE IN THE COST OF UPDATING PICTOMETRY AERIAL IMAGERY.

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 an agreement with the Montgomery County Board of Commissioners to share in the cost of updating the Pictometry aerial imagery at a total cost of \$9,218. Three equal annual installments of \$3,072.67 will be paid on or before March 1, 2016, on or before March 1, 2017, and on or before March 1, 2018.

ADOPTED THIS 27th DAY OF OCTOBER 2015.

Christopher V. Williams, Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

AGREEMENT

THIS AGREEMENT is entered into by and between the Board of County Commissioners of Montgomery County, Kansas, hereafter County, and the City of Coffeyville, Kansas, hereafter City, effective 2015.

WHEREAS, County is in the process of updating aerial imagery at a significant cost to it.

AND WHEREAS, City is desirous of obtaining access to the aerial imagery as it pertains to the City and agrees to share in the cost of obtaining the same.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree to the following:

1. Services to be provided by County: County will provide City Pictometry imagery; parcel layers to include property lines, center lines, city limits, streets, property ownership information, property values and parcel dimensions; assistance with one layer annually (thereafter a small charge may apply); reasonable plotter usage consisting of up to four large aerial maps annually (thereafter a small map charge will apply); and data layer updates quarterly.
2. Compensation: The cost of the services is broken down into the following categories and amounts:

3-inch oblique & ortho imagery (includes tiles and mosaic) - 18 sectors (covers the City of Coffeyville)	\$7,479.00
9-inch tiles and area wide mosaic (includes tiles and mosaic) - 18 sectors (covers the City of Coffeyville)	\$1,314.00

Pictometry connect and media drive capacity	\$ 425.00
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TOTAL	\$9,218.00
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3. Installment Payments: For the above described services, City agrees to pay County the total sum of \$9,218.00 in three equal annual installments of \$3,072.67 on or before March 1, 2016, on or before March 1, 2017, and on or before March 1, 2018. Should City fail to make a timely payment, and after ten (10) days' written notice to City, the City's password will be disabled and all data requested by the City thereafter will be at cost, and the cost will vary depending on the complexity of the request.

BOARD OF COUNTY COMMISSIONERS,
MONTGOMERY COUNTY, KANSAS

By:

Fred Brown, Chairman

ATTEST:

Charlotte Scott Schmidt, County Clerk

CITY OF COFFEYVILLE, KANSAS

By:

Chris Williams, Mayor

ATTEST:

Cindy Price, City Clerk



616 Spring St. • P.O. Box 1629 • (620) 252-6180
Coffeyville, Kansas 67337-0949
www.coffeyville.com

October 22, 2015

Subject: Pictometry

The Electric Department uses our GIS system on a regular basis and would like the City to incorporate Pictometry into our system.

We would like to take advantage of the high resolution details and oblique angles to look at pole structures, street lights and substations and in addition to distances be able to look at heights, clearances, and accurate latitude/longitude coordinates.

We can also use the information to assist us in prioritizing our tree trimming program.

Gene Ratzlaff



102 W. 7th St. • P.O. Box 1629 • (620) 252-6135
Coffeyville, Kansas 67337-0949
www.coffeyville.com

October 22, 2015

Re: Pictometry

Both the Internet Utility and IT Department use the GIS system heavily. This is how we map out fiber routes and locations for access points.

It is very important for us that we continue to have the latest images available so that we have a real understanding of the terrain and layout of properties and such.

Chris Felix
IT Manager
City of Coffeyville



102 W. 7th St. • P.O. Box 1629 • (620) 252-6163
Coffeyville, Kansas 67337-0949
www.coffeyville.com

October 22, 2015

Mayor and Commissioners,

Updated aerial imagery and parcel data is a key component to the economic development process. From parcel data to utility locations and availability, we are constantly pulling GIS data for potential and current businesses in Coffeyville. The current system is not integrated, and frequently is unavailable altogether. Considering that most State proposals only allow us to respond in a 48 hour time window, delays due to technology could potentially cost us precious hours to successfully respond to a business's RFP.

I believe this new Pictometry system can help our economic development responses, both to existing and new businesses we are recruiting to our community. Please consider the investment into this system as one that will add to our economic development toolbox.

Sincerely,

A handwritten signature in black ink that reads "Trisha Purdon". The signature is fluid and cursive, with the first name being more prominent.

Trisha Purdon
Assistant to the City Manager



102 W. 7th St.

• P.O. Box 1629 • (620) 252-6100
Coffeyville, Kansas 67337-0949
www.coffeyville.com

October 22, 2015

Re: Pictometry

The Water Utility, Wastewater Utility, Stormwater Utility, and Public Service Department all support the proposal to update and improve the aerial photography imagery, which will be used as the background mapping for our GIS System.

As the foundation for the GIS mapping, accuracy of the imagery is very important. The higher resolution being offered will improve the usability and accuracy of the maps. It will also provide higher quality images when needed for presentations, grant applications, brochures, etc.

I believe that the oblique angle photography being offered will also provide many benefits not available from two-dimensional orthographic imagery. Examples include measuring heights, identifying whether an object is the roof of a structure or just a concrete slab, and many other benefits, including some we may not even realize yet.

Chuck Shively
Director of Public Works
City of Coffeyville

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	October 27, 2015	
RESOLUTION OR ORDINANCE NUMBER	R-15-131	
AGENDA TITLE	Metering and Relaying Panel – CMLP Generation Facility No.2	
REQUESTING DEPARTMENT	Electric	
PRESENTER	Michael Shook	
FISCAL INFORMATION	Cost as recommended:	\$37,048.17 (Tax Incl.)
	Budget Line Item:	890-5-030-862 PLANT IMPROVEMENTS
	Balance Available	
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	Execute an agreement to supply a metering and relaying panel for the new generation project.	
BACKGROUND	The Electric Utility used the competitive bid process to obtain price quotes to supply the metering and relaying panel for the Coffeyville Municipal Light & Power New Generation Project.	
SPECIAL NOTES		

ANALYSIS	Proposals were received from two (2) vendors to supply the metering and relaying panel as designed and specified by Burns & McDonnell Engineering. Keystone Electrical was the low bidder. Proposals were evaluated by Burns & McDonnell Engineers, and City of Coffeyville Electric Utility Staff. The bid summary/analysis is attached for your review.
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends that the Mayor be authorized to enter into an agreement with Keystone Electrical to supply the metering and relay panel for the new generation project, as designed and specified by Burns & McDonnell, in the amount of \$37,048.17.
REFERENCE DOCUMENTS ATTACHED	Bid Summary/Analysis

RESOLUTION NO. R-15-131

A RESOLUTION TO ENTER INTO AN AGREEMENT WITH KEYSTONE ELECTRICAL TO SUPPLY A METERING AND RELAYING PANEL AS DESIGNED AND SPECIFIED BY BURNS & MCDONNELL FOR THE CITY OF COFFEYVILLE ELECTRIC UTILITY.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor be and is hereby authorized to enter into an agreement with Keystone Electrical to supply a metering and relaying panel as designed and specified by Burns & McDonnell in the amount of \$37,048.17 for the City of Coffeyville Electric Utility.

ADOPTED THIS 27th DAY OF OCTOBER, 2015.

Christopher V. Williams, Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

Project No.:81799		
Coffeyville Generation Station #2		
C5230-Metering and Relaying Panels		
Budget:	\$75,785	
Bidder's Name (Contractor/ Supplier)-->	Electrical Power Products (EP2)	Keystone Electrical
Bidder's Contact Party-Name-->	Timothy O'Donnell	Long Ly
Bidder's Contact Party-Phone-->	505-262-8161	515-283-2567
Quote/Proposal No.-->	18689	17343
Base Requirements Specified		
One (1) relaying panel 00-EAP-AEE-901	\$ 36,895.00	\$ 29,564.32
One (1) relaying panel 00-EAP-AEE-902	\$ 6,597.00	\$ 4,652.19
Transportation (DDP jobsite)	\$ 495.00	\$ 350.00
Performance and Statutory Bonds	\$ 295.00	\$ 220.50
Total Base Amount	\$ 44,282.00	\$ 34,787.01
Options Specified		
N/A		
Total Option Amount	\$0	\$0
Commercial Comments		
	None	None
Sub-Total Evaluated Amount (w/o Options)	\$ 44,282.00	\$ 34,787.01
Sub-Total Evaluated Amount (w/ Options)	\$ 44,282.00	\$ 34,787.01
Ranking (w/o Options)	2	1
Recommendation of Award: Based on the evaluation criteria provided in the Bid documents, it appears that Keystone Electrical Manufacturing Co. is the lowest, responsive, and responsible bidder. It is recommended that Keystone Electrical Manufacturing Co. be awarded the contract for Metering and Relaying Panels.		

		CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	10/27/2015		
RESOLUTION OR ORDINANCE NUMBER	R-15-132		
AGENDA TITLE	DEARING WATER TOWER LEASE		
REQUESTING DEPARTMENT	Internet Utility		
PRESENTER	Chris Felix, IT Manager		
FISCAL INFORMATION	Cost as recommended:		
	Budget Line Item:		
	Balance Available		
	New Appropriation Required:	☐ Yes ☒ No	
PURPOSE	To establish a lease agreement with the City of Dearing for use of their water tower		
BACKGROUND	In July of 2015, Dearing approached the City of Coffeyville about the possibility of serving internet to their city hall and emergency services building. Coffeyville Connection has no direct line of sight to either of locations. It was then suggested that we could serve those locations if we had access to the water tower in Dearing. The City of Dearing will welcome our use of their tower to serve their locations and possibly more portions of the community.		

SPECIAL NOTES	The use of the water tower will cost the City no money. We are to provide internet to 2 locations as part of the agreement.
ANALYSIS	The costs we will incur will be for a tower climber and some cabling. We already have the necessary wireless equipment on hand.
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff is recommending that the City enter into a lease agreement with Dearing for use of their water tower for purpose of providing internet service.
REFERENCE DOCUMENTS ATTACHED	Dearing Water Tower Lease Agreement

RESOLUTION NO. R-15-132

**A RESOLUTION TO AUTHORIZE THE EXECUTION OF A
TOWER/LAND LEASE AGREEMENT WITH THE CITY OF DEARING FOR
SPACE ON THEIR WATER TOWER FOR INSTALLATION, OPERATION AND
MAINTENANCE OF WIRELESS EQUIPMENT.**

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and City Clerk be and hereby authorized and directed to execute a Tower/Land Lease Agreement with the City of Dearing for space on their water tower for installation, operation and maintenance of wireless equipment for the Coffeyville Internet Utility.

ADOPTED THIS 27th DAY OF OCTOBER 2015.

Christopher V. Williams, Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

WATER TOWER / LAND LEASE AGREEMENT

THIS TOWER/LAND LEASE AGREEMENT ("this Lease") is entered into this ____day of _____, 2012, between the City of Dearing ("DEARING"), and the City of Coffeyville, Kansas ("CITY").

In consideration of the terms and covenants of this Agreement, and for other good and valuable consideration, the parties agree as follows:

1. Leased Property. Subject to the terms and conditions of this Lease, DEARING leases to CITY and CITY leases from DEARING certain portions of real property owned by DEARING (the "Property"), which property is located in Montgomery County, Kansas, and legally described as follows:

Exhibit A: Attached GIS Map

DEARING also leases to CITY and CITY leases from DEARING sufficient space on DEARING's water tower (the "Tower") located on the Property for the installation, operation and maintenance of City's equipment, as provided herein.

2. Term. The initial term of this Lease shall be two (2) years, commencing upon the date this document is executed by DEARING and CITY. This Lease shall automatically be renewed for successive two (2) year terms unless either party shall notify the other of that party's intention not to renew the Lease at least ninety (90) days prior to the expiration of the any original or any renewal term.

3. Rent. In lieu of rent payment, CITY will provide 2 free internet accounts to DEARING. Internet speeds will be 10Mbps download, 1Mbps upload. Speeds may be changed at any time if DEARING and CITY agree on requested change.

4. Use. CITY may use the leased premises for the installation, operation, and maintenance of facilities for the transmission and reception of internet signals in such frequencies as the CITY may determine and for the operation of related equipment in accordance with the provisions of this Lease. CITY shall use the leased premises in compliance with all federal, state, local laws and regulations. If for any reason CITY's use of the leased premises fails to comply with any federal, state or local law and CITY fails to bring its use within compliance within thirty (30) days of written notice of such noncompliance, this Lease shall be terminated as provided herein, unless sooner authorized by such law. DEARING agrees to reasonably cooperate with CITY in obtaining, at CITY's expense, all licenses and permits required for CITY's use of the leased premises.

5. Installation of Improvements. Access. Utilities.

a. CITY shall have the right, at its sole cost and expense, to install, operate and maintain the facilities on the Tower, which facilities include antennas and cabling. (the "Internet Facilities"). CITY's installation of all such equipment, personal property, and facilities shall be done according to plans approved by DEARING, and no equipment or property shall be subsequently relocated without DEARING's approval which approvals shall not be unreasonably withheld or delayed. The Internet Facilities shall remain the exclusive property of CITY, subject to the provisions of Paragraph 6 of this Lease.

b. CITY may update or replace the Internet facilities from time to time with the prior written approval of DEARING, provided that the replacement facilities are not greater in number or size than the existing facilities and provided that their location on the leased portions of the tower is satisfactory to DEARING. CITY shall submit to DEARING a proposal for any such replacement facilities, and for any supplemental materials as may be reasonably requested for DEARING's evaluation and approval, which

approval shall not be unreasonably withheld or delayed. All costs for required structural studies will be paid by CITY within thirty (30) days of receipt of a detailed invoice.

c. CITY shall have the right to enter and store CITY'S equipment inside the storage shed/pump house located on the leased portions of the Property and to use electrical power for purposed of operating and maintaining the Internet Facilities. All equipment stored or operated therein, for the benefit of CITY, shall remain the exclusive property of CITY, subject to the provisions of Paragraph 6 of this Lease.

d. At all times during this Lease, DEARING hereby grants to CITY a nonexclusive easement for ingress, egress, and access over the Property which gives CITY access to the storage shed/pump house and to the base of the water tower at no additional charge to CITY.

e. CITY, at all times during this Lease, shall have access to the Property and the storage shed/pump house in order to install, operate and maintain its Internet Facilities. CITY shall have access to the Tower only with the approval of DEARING and in the presence of an employee of DEARING. CITY shall request access to the Tower twenty-four (24) hours in advance and DEARING's approval thereof shall not be unreasonably withheld or delayed.

f. CITY shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Internet Facilities, and any other leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

6. Interference. CITY's installation, operation, and use of its Internet Facilities under this Lease shall not damage or interfere in any way with DEARING's water tower operations or related repair and maintenance activities. DEARING, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the leased premises and to temporarily interfere with CITY's leasehold improvements as may be necessary in order to carry out any of such activities. DEARING agrees to give reasonable advance notice of such activities to CITY and to reasonably cooperate with CITY to carry out such activities with a minimum amount of interference with CITY's transmission operations.

7. Termination.

a. Except as otherwise provided herein, this Lease may be terminated by either party upon ninety (90) days written notice to the other party as follows:

1) By either party, upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default to the other party;

2) By CITY, if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Internet Facilities or CITY business;

3) By DEARING, if it determines that the tower is structurally unsound for use as a water tower, including but not limited to consideration of age of the structure, damage or destruction of all or part of the water tower or the Property from any source, or factors relating to condition of the Property; or

4) By DEARING, if CITY's use of the Property becomes illegal under any federal, state or local law, rule or regulation.

b. Upon termination of this Lease for any reason, CITY shall remove all of its equipment, personal property, Internet Facilities, structure and leasehold improvements from the water tower and the Property within sixty (60) days after the date of termination, and shall restore the water tower and the Property to the condition it was in on the commencement date of the term of this Lease, ordinary wear and tear excepted, all at CITY's sole cost and expense. Any such property which is not removed by end of said sixty (60) day period shall become the property of DEARING.

8. Insurance.

a. CITY shall provide Comprehensive General Liability Insurance coverage, including premises/operations coverage, in a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) aggregate, and name DEARING as an additional insured on such policy or policies. CITY may satisfy this requirement by an endorsement to its underlying Insurance or umbrella liability policy.

b. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and, in the event of such insured loss, neither party's insurance City shall have a subrogated claim against the other.

9. Damage or Destruction of Property. If the Property, water tower, or Internet Facilities are destroyed or damaged so as, in CITY's judgment to render the site unusable as an Internet Facility, CITY may elect to terminate this Lease upon thirty (30) days written notice to DEARING. In the event CITY elects to terminate the Lease, CITY shall be entitled to reimbursement of any prepaid rent prorated prior to the date of termination.

10. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested to the following addresses:

CITY:

DEARING:

11. Successors and Assigns. This Lease shall run with the Property. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

18. Miscellaneous.

a. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

b. This Lease shall be construed in accordance with the laws of the State of Kansas.

c. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

d. This Lease is subject to all zoning approvals and building permits.



Legend

Support Structure

●

 ATT

●

 City

●

 Cox

●

 SBC

●

 Unknown

●

 Westar

●

 ATT Points

Ground Feature

□

 Cabinet

□

 Fence

□

 Junction Box

□

 Pad Mount Transformer

□

 Switch Gear

⊙

 Unknown

⚡

 Capacitor Bank

Switch

⚡

 Overhead Disconnect

□

 Overhead Load Break

?

 Unknown

Transformer

□

 1 Phase

□

 2 Phase

□

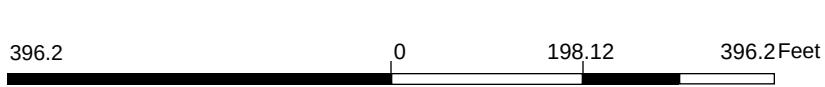
 3 Phase

Primary Line Overhead

—

 Unknown

Notes



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

RESOLUTION NO. R-15-133

A RESOLUTION TO ADOPT GUIDELINES FOR CITIZEN PARTICIPATION AT CITY COMMISSION MEETINGS.

WHEREAS, the Governing Body of the City of Coffeyville genuinely appreciates citizen participation at meetings of the City Commission; and

WHEREAS, the Governing Body has determined it would promote better decorum to adopt guidelines for such participation.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF COFFEYVILLE that the Guidelines for Citizen Participation at City Commission Meetings, a copy of which are attached hereto and incorporated herein by reference, be and are hereby adopted.

Adopted this 27th day of October, 2015.

Christopher V. Williams, Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM:

Paul Kritz, City Attorney

**CITY OF COFFEYVILLE, KANSAS
GUIDELINES FOR CITIZEN PARTICIPATION
AT CITY COMMISSION MEETINGS**

The City Commission welcomes citizen participation at its regular meetings, and provides opportunities for citizens to address the City Commission during a meeting. The City Commission's regularly scheduled meetings are on the second and fourth Tuesdays of every month beginning at 6:30 p.m.

Citizen Comments at Commission Meetings

- A. The first opportunity for citizen comment is listed on the agenda as "Public Comments". This time is set aside for citizens to address the City Commission on issues not scheduled on the agenda. It is not to be confused with a public hearing, which is a formal proceeding conducted for the purpose of discussing a specific topic, such as the city budget. Anyone wishing to address the City Commission must adhere to the following "Rules of Decorum":
1. Be recognized by the presiding officer.
 2. State their name and address.
 3. Speak from the podium in a civil, non-argumentative and respectful manner.
 4. Whenever a group wishes to address the City Commission on the same subject, the presiding officer may request that a spokesperson be chosen by the group.
 5. Comments are to be limited to 3 minutes in length. The presiding officer may allow more time for a speaker or make other judgments or limitations about this portion of the agenda, depending upon the circumstances.
 6. Speakers should speak into the microphone and speak clearly and succinctly.
 7. All remarks should be directed to the City Commission as a body rather than to any particular Commissioner or any member of the staff or audience and should refer to staff by title and/or department.
 8. If the speaker has documents or papers they wish to share with the City Commission that support their comments, they must provide a copy to the City Clerk.
 9. Speakers will refrain from using: profanity; language likely to incite violence or outbursts from the audience; language that is disruptive to the orderly process of the meeting; engaging in conversations with individual Commission members; making comments of a personal nature regarding others; shouting, yelling or screaming.
 10. In many cases, the speaker will be directed to meet with staff to resolve the issue or to get their questions answered.
 11. Other than asking a question to clarify a statement, Commission members should refrain from entering into a dialogue with the speaker. This time on the agenda is not intended for a discussion between the City Commission and the speaker and should not be used for that purpose.
 12. Speakers will not continue to address the City Commission once they have left the podium and will not engage in conversation with Commission members from their seat.

13. The presiding officer is responsible for maintaining order and decorum and will not allow the speaker to make personal attacks or inflammatory comments and can ask the speaker to be quiet and sit down. If the individual does not comply with the presiding officer's request, they may be asked to leave, or if necessary, be escorted from the meeting.

B. Citizen Comments on Agenda Items during the meeting. The City Commission meeting is designed for the City Commission to discuss and make decisions on the various issues on the agenda. The procedure for agenda items is as follows:

1. Each agenda item is introduced by the presiding officer.
2. The presiding officer asks for a staff presentation or clarification of the staff report.
3. If dealing with an issue with an applicant, the presiding officer may ask for comments from the applicant.
4. The presiding officer asks if there are any citizens wishing to comment on the item.
5. The presiding officer will call for a motion and second.
6. Once a motion has been made and seconded, no additional comments will be heard from a citizen and only the City Commission will discuss the issue from that point on.
7. The rules for addressing the City Commission at the designated time during this portion of the meeting are:
 - a. The speaker must be recognized by the presiding officer.
 - b. Other than asking for clarification by the Mayor or a Commissioner, discussion is limited to among the members of the City Commission after a motion has been made.
 - c. At no time will members of the audience be allowed to enter into the City Commission discussion from their seats in the audience.
 - d. If recognized by the Mayor, a citizen may only be allowed to speak at the podium during the City Commission discussion if the presiding officer believes the citizen's comments are germane and necessary or helpful for the City Commission to continue their discussion or make their decision.
 - e. Each speaker should only speak once unless clarification is requested by the City Commission.
 - f. The rules of decorum explained in "Public Comments" above also apply to comments for an agenda item.

C. Public Hearings. When an item requires a public hearing by law, the presiding officer will open and facilitate the public hearing. Public comments can be made in the same manner as the public comment agenda item. Reasonable limitations on the number of speakers and time allowed to speak may be imposed by the presiding officer in order to keep the meeting moving. Public hearings are held to gather data and opinions from the citizenry that facilitate the decision-making by the City Commission. The rules of decorum explained in "Public Comments" above also apply to comments for a public hearing.

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	October 26, 2015	
RESOLUTION OR ORDINANCE NUMBER	R-15-134 and R-15-135	
AGENDA TITLE	Resolution to authorize the execution of a Dedication for Public Street and temporary parking agreement with RSI Home Products Manufacturing, Inc.	
REQUESTING DEPARTMENT	Electric Generation / Legal	
PRESENTER	Paul Kritz and Mike Shook	
FISCAL INFORMATION	Cost as recommended:	\$1,500
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	Authorize execution of Dedication and Easement for parking	
BACKGROUND / ANALYSIS	The RSI property is adjacent to the new generation facility. Plans call for the construction of an access road, which will be open to the public; and connecting to an existing sewer line, which will require a utility easement through a portion of RSI's property. In addition, the RSI property is the most practical place for the City and its contractors to park their vehicles while construction of the facility is ongoing. RSI has agreed to dedicate property for the new access road and donate the sewer utility easement. The City offered RSI \$1,500 for the temporary parking easement and RSI accepted the offer.	
SPECIAL NOTES		

PUBLIC INFORMATION PROCESS	No special public information procedures are required for this item.
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Approve Resolutions No. R-15-134 and R-15-135
REFERENCE DOCUMENTS ATTACHED	Proposed Dedication and Temporary Easement Agreement

RESOLUTION NO. R-15-134

**A RESOLUTION TO AUTHORIZE THE EXECUTION OF A DEDICATION
FOR A PUBLIC STREET BY AND BETWEEN RSI HOME PRODUCTS
MANUFACTURING, INC., AND THE CITY OF COFFEYVILLE, KANSAS.**

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 Dedication for a Public Street by and between RSI Home Products Manufacturing, Inc., and the City of Coffeyville, Kansas, for the construction of an access road to the City's new electric generation facility.

ADOPTED THIS 27th DAY OF OCTOBER 2015.

Christopher V. Williams, Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney





Engineering Department
102 W 7th
COFFEYVILLE, KS 67337
VOICE: 620-252-6100
FAX: 620-252-6175
www.coffeyville.com

GIS System By: Midland GIS

1 in = 32 ft

New Generation Site

Legend

Ⓜ Manhole

Gravity Main

— <all other values>

MainDiameter

4"

6"

8"

10"

12"

15"

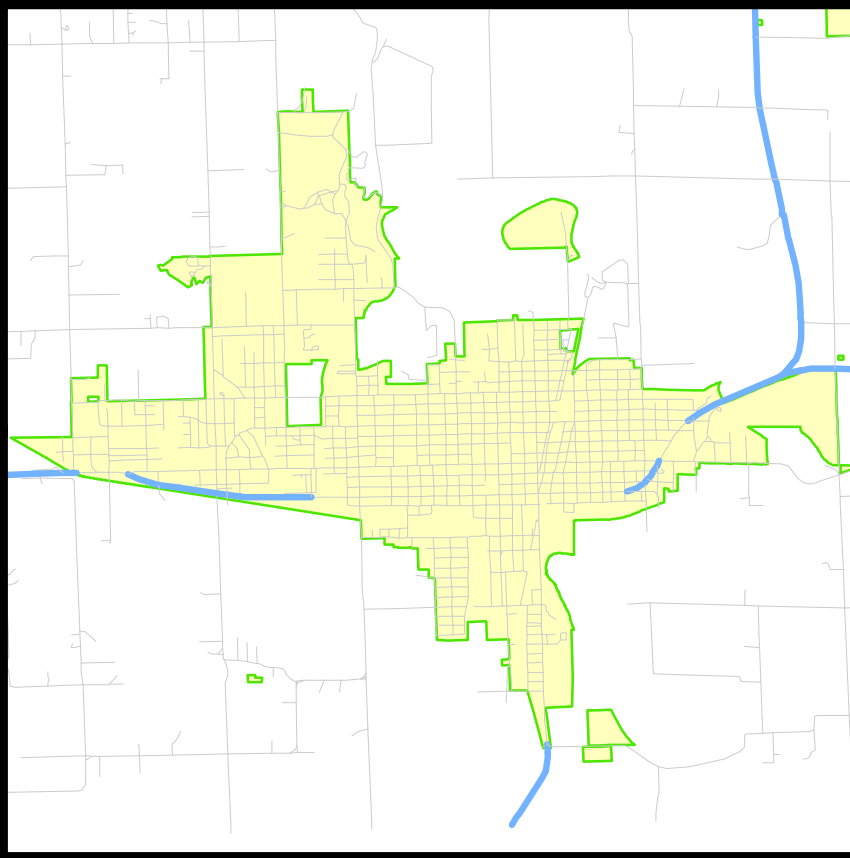
18"

20"

21"

24"

Force Main



RESOLUTION NO. R-15-135

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A TEMPORARY EASEMENT AGREEMENT BY AND BETWEEN RSI HOME PRODUCTS MANUFACTURING, INC., AND THE CITY OF COFFEYVILLE, KANSAS.

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 Temporary Easement Agreement by and between RSI Home Products Manufacturing, Inc., and the City of Coffeyville, Kansas, for the parking of vehicles during the construction of the City's new electric generation facility.

BE IT FURTHER RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Director of Finance be and is hereby authorized and directed to issue payment to RSI Home Products Manufacturing, Inc., in the amount of \$1,500.00, as compensation for the temporary easement.

ADOPTED THIS 27th DAY OF OCTOBER 2015.

Christopher V. Williams, Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney



City of Coffeyville's

Building Permit Report for County

Month of August, 2015

Project Number	Short ID	Project Description	Permit Issued Date	Address / Legal	Owner Name	Value
HADD-15-047	HADD	Construction of a wheelchair ramp in the rear yard of the existing residence.	08/17/2015	602 W 2nd St. Barrett Park Addition Block 3 Lot 16	Bierbrodt, Robert M. & Patricia Lee	\$500.00
HADD-15-048	HADD	Re-roofing with Deck Inspection and Underlayment Lap Verification.	08/19/2015	913 W 10th St. Commercial Club 1st Addition Block 10 Lot 7	O'Donnell, Billie R. & Wilson, Gary	\$6,500.00
HADD-15-049	HADD	Installation of a new pre-fabricated metal carport in the side yard.	08/27/2015	620 N Walnut St. Bessey's Addition Block 1 Lot 6 North 43 feet of the East 150 feet of Lot 6.	Smith, Josef Wayne	\$1,194.03
TOTALS:						
Square Footage:		1,976.00	(Avg.: 658.67)			
Value:		\$8,194.03	(Avg.: \$2,731.34)			
Total Projects:		3				
Permits Issued:		3				

MYGOV.US

Building Permit Report for
County

Printed 10/13/15 at 12:51 PM



City of Coffeyville's

Building Permit Report for County

Month of September, 2015

Project Number	Short ID	Project Description	Permit Issued Date	Address / Legal	Owner Name	Value
HOME-15-050	HOME	Installation of a new double wide manufactured home with masonry skirting on permanent foundation.	09/02/2015	501 N Edgewood Dr. Cline's Westwood Addition Block 3 Lot 1-5	Bolden, Curtis	\$113,903.04
SIGN-15-051	SIGN	Demolition of existing sign and installation of a new 5 foot x 8 foot LED electrical sign and foundation.	09/04/2015	1504 W 8th St. Solomomn & Water's Addition Block 11 Lot 19-32	First Assembly of God Church of Coffeyville, Inc.	
SIGN-15-052	SIGN	Replacement of an existing sign with new signage reflecting new ownership.	09/04/2015	2903 W 9th St. Tyler's West Side Addition Block 3 & 4 Lot 8, 1 & 2 Lot 8, except the East 6 feet, Block 3; plus Lots 1 & 2, Block 4; plus adjacent vacated Marshall Street.	First Federal Savings & Loan Association Equity Bank	
SIGN-15-053	SIGN	Add new 4' x 16' wall sign	09/15/2015	1505 W 11th St.	Boles Management,	

		to existing wall and new 3.5' x 10' double sided pylon sign to existing pylon structure.		West Hall 1st Addition Block 8 Lot 1-6 Lots 1-6, Block 8, except North 90 feet of Lots 1-2; except North 90 feet of the East 29,.5 feet of Lot 3; except North 10 feet for Highway 166; and the vacated alley; beginning 160 feet South of the Northeast corner of Block 8, thence South 140 feet.	Inc.	
HADD-15-054	HADD	Construction of a new concrete walk and concrete slab with construction of a new 7.5 foot x 14 foot storage building in the side yard.	09/16/2015	509 W 3rd St. Barrett Park Addition Block 8 Lot 5	Johnson, John R. & Jacquelin A.	\$700.00
HADD-15-055	HADD	Installation of a metal pre-manufactured carport in the rear yard.	09/17/2015	1114 W 9th St. Brown's Addition Block 1 Lot 10	Green, Winfred R. & Lorraine R.	\$795.00

COML-15-056	COML	Re-roofing with Deck Inspection and Underlayment Lap Verification.	09/28/2015	501 W 11th St. Original City Addition Block 88 Lot 1-4 Lots 1, 2, 3 and the East 12 feet of Lot 4.	United States Beef Corporation	\$29,542.00
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TOTALS:	Square Footage:	5,657.00	(Avg.: 1,414.25)
	Value:	\$144,940.04	(Avg.: \$36,235.01)
	Total Projects:	7	
	Permits Issued:	7	

COFFEYVILLE RECREATION COMMISSION STAFF REPORTS

OCTOBER 2015

Special Events/Aquatics Coordinator

Pool

- AM Lap Swim – 7 / PM Lap Swim – 9 / Water Aerobics – 11

Special Events

- Pumpkin painting
- Halloween Fun Night

Buddy Program

- Buddy Bowling (starts Sept. 29th)
- Fall Party

Upcoming Events

- Tumbling
- Mother/Son Ball
- Glitter & Glamour Party
- Thanksgiving Crafts

Sports

- Youth Volleyball (43 participants)
- Cheerleading (44 participants)

ASSISTANT DIRECTOR /PROGRAM SUPERVISOR

- We are currently accepting basketball registrations. The early deadline was October 2nd and the late deadline is October 9th.

- Youth soccer and football have been fairly uneventful this fall, but that's how we like it.
- We have 5 adult flag football teams signed up. Games start on October 8th. We will finish on November 12th. We employ 3 officials for adult flag football.
- I am looking at having basketball skills day on October 26th. Coaches meetings will be on October 28th. Practices will begin the following week and games will start on December 3rd.
- This is the first year we will have an all-star soccer team. We are selecting all-stars in the Bantam (6-8 grades and 4-5 grades) league. This team will play in a tournament against Independence, Labette County and possibly Columbus. The tournament will take place at Veterans Stadium on November 7th.
- We are currently using Olympic, Sycamore, and Sherwin Williams for youth soccer practices. Football teams are using Sherwin Williams and the field behind the food service center.
- We will have a women's volleyball league. We have 6 teams signed up as of October 12th. I am happy that we are able to have a league. Co-rec volleyball was offered years ago, but it died after the flood of 2007. Games will start on Sunday, October 25th.

DIRECTOR

- The CRC Board of Directors have changed our meeting time to 4:30 PM on the 2nd Wednesday of the Month.
- The CRC Board will review the FKHS CAB Indoor Pool agreement at their October 14 meeting.
- The CRC will provide lunch and be presenters at Leadership Coffeyville's Quality of Life Session on October 28th. It will be held at Veterans Stadium.
- TLC has applied all fall and winter fertilizers at Sherwin Williams and our ball fields at LeCLere Park. We decided not to overseed with Rye grass this fall in order to maximize our fertilization.
- Jared, Gilmore and Phillips will be auditing the CRC's 2014-2015 Fiscal year on Thursday October 15th.
- Weather Permitting, we will shut down our batting cages on December 1st. Any snow or ice prior to that will alter our date.