

**COMMISSION MEETING AGENDA
TUESDAY, APRIL 28th, 2020
6:30 P.M.**

A. CALL TO ORDER – Mayor Paul Bauer

B. ROLL CALL

C. INVOCATION

D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

E. REVIEW OF AGENDA

F. CONSENT AGENDA

1. City Commission Meeting Minutes – Tuesday, April 14, 2020
2. Resolution R-20-31 to Authorize the Water Purchase Contract between the City and Montgomery County Rural Water District 14.
3. 2020 Appropriation Ordinance No. AO-20-08 - \$3,309,990.50
4. 2020 Appropriation Ordinance No. AO-20-08A - \$193.72

G. COMMENTS

1. Comments from Public

The public is free to comment on items not listed on the agenda. Please address comments to the Commission as a body, and be mindful of others who may also wish to speak by limiting comments to 3 minutes.

REGULAR AGENDA ITEMS

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

1. A Public Hearing to close-out the 10th Street CDBG Grant No. 18-PF-019 street improvement project.

I. OLD BUSINESS

1. Resolution R-20-23 a Resolution to Approve the waiver of certain building permit and inspection fees.
2. Resolution R-20-24 a Resolution to Amend the City of Coffeyville fee schedule for 2020.

J. NEW BUSINESS

1. Ordinance S-20-02 an Ordinance to Authorize a loan agreement through KDHE for the purpose of obtaining a loan from the Kansas Public Water Supply Loan Fund for the purpose of financing a public water supply project.
2. Resolution R-20-25 a Resolution to Authorize the Mayor and City Clerk to execute an Inducement Agreement by and between the City of Coffeyville, Montgomery County, and Prosperiti Builders, L.L.C.
3. Resolution R-20-26 a Resolution to Approve adjustments to the unit prices paid to Republic Services of Cherryvale for Residential and City related service.
4. Resolution R-20-27 a Resolution to Establish solid waste collection and disposal rates for customers that are subject to the provisions of the City of Coffeyville Ordinance G-04-02.
5. Resolution R-20-28 a Resolution to Authorize the issuance of a purchase order to Arthur J. Gallagher for various types of insurance coverage for the City of Coffeyville to be effective May 1, 2020 through May 1, 2021.

**COMMISSION MEETING AGENDA
TUESDAY, MARCH 24TH, 2020**

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6. Resolution R-20-29 a Resolution to Authorize the extension of fiber optic Internet to Cedarbrook and Northbrook neighborhoods.
7. Resolution R-20-30 a Resolution to Accept a Firehouse Subs Grant and purchase a 2020 Dodge 3500 brush/grass truck with grant funds.
8. City Managers Report
9. Comments from Commissioners and Staff

K. EXECUTIVE SESSION(s)

L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. March 2020 Sales Tax Report

M. ADJOURN

COMMISSION MEETING MINUTES
TUESDAY, APRIL 14th, 2020
6:30 P.M.

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

Present:

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

City Staff in attendance:

CITY MANAGER MARK HALL
CITY CLERK MELISSA CARTER
IT DIRECTOR CHRIS FELIX

- A. CALL TO ORDER** – Mayor Paul Bauer
- B. ROLL CALL** – All Present
- C. INVOCATION** – Mark Hall
- D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**
- E. REVIEW OF AGENDA**
- F. CONSENT AGENDA**
 - 1. City Commission Meeting Minutes – Tuesday, March 24, 2020
 - 2. 2020 Appropriation Ordinance No. AO-20-07 - \$923,583.99

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

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

- G. COMMENTS**
 - 1. Comments from Public
The public is free to comment on items not listed on the agenda. Please address comments to the Commission as a body, and be mindful of others who may also wish to speak by limiting comments to 3 minutes.
No public attended. City Manager Mark Hall thanked the public for their understanding during this time.

REGULAR AGENDA ITEMS

- H. PUBLIC HEARING(s), SPECIAL PRESENTATION(s), & PROCLAMATION(s).**
- I. OLD BUSINESS**

**COMMISSION MEETING MINUTES
TUESDAY, APRIL 14TH, 2020**

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J. NEW BUSINESS

1. Coffeyville Recreation Commission Board Appointments. Applicants: Lisa Collins and Allen Gillis

MOTION: Move to Appoint Lisa Collins and Allen Gillis to the Coffeyville Recreation Commission Board

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

2. Public Library Board of Directors Appointment. Applicant: Sue Rudziensky

MOTION: Move to Appoint Sue Rudziensky to the Public Library Board of Directors.

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

3. Resolution R-20-21 a Resolution to Approve entry into a Mutual Aid Agreement with GRDA.

City Manager Mark Hall explained that this is a mutual aid agreement with GRDA that should a catastrophic event happen to the City they would assist us. He thinks this is good for the City as GRDA is local and would aide them as well. Commissioner Vannoster stated she thinks this is a proactive move. Commissioner York stated that our crews have helped others. Mayor Bauer stated he thinks this is a good mutual agreement because you never know when something could happen.

MOTION: Move to Approve Resolution R-20-21 as presented.

ACTION: MOTION: VANNOSTER SECOND: MAXSON
ROLL CALL: ALL AYE

4. Resolution R-20-22 a Resolution to Authorize the Mayor to execute an Amendment to the City's Section 125 Flexible Benefit Plan.

City Manager Mark Hall explained that the federal government enacted the CARES Act which increases the items that the Flexible Spending Account can be used on due to the current situation. Mayor Bauer stated that his understanding is that it will go back to the way it was previously when this situation ends. Mark Hall stated that it would probably be reviewed but yes this is related to COVID-19. Vice Mayor Doane asked if we had notified the staff of what it now covers. Mark Hall replied that we had.

MOTION: Move to Approve Resolution R-20-22 as presented.

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

**COMMISSION MEETING MINUTES
TUESDAY, APRIL 14TH, 2020**

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5. Resolution R-20-23 a Resolution to Approve the waiver of certain building permit and inspection fees.

City Manager Mark Hall stated that he had received an e-mail with very good questions from Commissioner York on the issue. He passed out information regarding the permitting process to help answer those questions. He stated that what this poses is that due to the amount we collected in 2019 permit fees our valuation continues to decline. He explained that the first piece information before the Commission is a revision of the building permit process in 2009 and basically it lists all the things that require permits. The idea of the permits is for safety so the work is inspected to know that is done correctly. The other benefit is for certain items is increasing the value of the property. The permit process is how to send the County that properties have made improvements. The second piece of information goes into more detail of other permits. He stated that what this is proposing is not to penalize but in the idea of economic growth to put in value as our valuation has gone down \$93,000. The City chose to not increase property taxes to cover that loss. This resolution is stating that if you get a permit and do the work the permit will be no cost. What is being worked on gradually is for new construction in further years is where you get a square footage permit fee which would be capped at \$10,000. Mr. Hall stated that the examining board went out last in 2007. What this permitting process is proposing is trying to ease the community in to where we need to go as a City in getting used to people pulling permits for the work since they would be free. Commissioner York stated that he is all for enforcing code but the issue he sees for the community is that according to the County Assessor we have 765 residential properties in our city limits that are in unsound condition. Some of the changes in the information presented is that it is requiring permits for some activities that have not been required before. This change was not communicated to any of the contractors which is catching them by surprise. Commissioner York would like to have a work session around this as his concern is that there a lot of properties that need to get cleaned up and fixed and that if that process is made more difficult nothing will get done. He asked that both items be tabled until there is a work session. He reached out to a former building inspector for Coffeyville who stated that the City did adopt the 2012 International Building Codes but not in whole. There were parts that were not adopted as they were not cost effective for our market. Mark Hall replied that the 2017 information has been in effect the only thing is that we haven't required is a permit. He stated that this is not about code issues it is about permits. Mayor Bauer inquired that we are not changing or implementing anything new just taking the cost away for the permits. Mark Hall said yes the permit fee and we do have people pulling permits now. He stated that codes and licensing discussions need to be gone over from changes from 2012 that did not get changed by ordinance. Mayor Bauer said that it sounded like two different subjects were being discussed. Commissioner York said to some extent but the other piece of it is how to determine the cost of the project and why could it not be a set cost no matter what size of the project. He feels there is more discussion that needs to occur. Vice Mayor Doane said that he was guessing the \$6,000 in permit fees is not close to what work is actually being done that is unpermitted. Commissioner York said that in his research of this it is up to each jurisdiction to decide what they want for codes and needs to be addressed by this Board for what they want for this community. Mayor Bauer asked if there was advice on these codes. Mark Hall stated that as far as Municipal Code that is the International Code Council which is construction standards throughout the United States and is the most widely adopted. Those give the minimum standards and products approved. Mark Hall stated that what the State does is says by law who can do that work. Commissioner York replied that even those are still subject to local jurisdiction and do not have to be instituted if not chosen to do so. He looked up on Kansas State Law for

**COMMISSION MEETING MINUTES
TUESDAY, APRIL 14TH, 2020**

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Contractor's licensing and that is up to each jurisdiction what that entails. There is a State Law on what it takes for that license but it is up to each jurisdiction how it is acted on. Mark Hall said that there is no problem in tabling this. He clarified that code and licensing is on one side and permitting is on another. He stated that the goal of most building departments is self-sufficiency that way it doesn't cost. The reason for the waiver of this permit fee is to ease people to come in and get permits and they won't cost. Commissioner York stated he didn't have an issue with that it is that some things that are asking to be permitted have not been required in the past and would like to have discussions about that before changes are made. Mark Hall stated that both pieces of information are the same in that anything construction related requires a permit. Commissioner York insisted that more discussion around this is needed for clarification as he has real concerns that it will make it more difficult to make the improvements that are needed in the community. Commissioner Maxson requested setting a time frame on it instead of it being cancelled without notice. Vice Mayor Doane stated that he doesn't mind having a work session on it he just doesn't want to put something new out there that will not be enforced. Commissioner York would like some of the trades people to be included on the discussion. Mayor Baer stated that he was on board with a work session and this probably deserves one as it is more in-depth than he initially thought. He suggests when this rolled out it is zero cost so contractors know that they need to get a permit and that parameters need to be set and needs more discussion. Commissioner York stated that the public discussion needs to be had but may be difficult with the COVID-19 situation going on. Mark Hall and the Commissioners then discussed permits and code inspection procedures as they are being done now.

MOTION: Move to Table Resolutions R-20-23 and R-20-24.

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

6. Resolution R-20-24 a Resolution to amend the City of Coffeyville fee schedule for 2020.
Tabled under item # J-5
7. Future Commission Meeting Discussion in response to the COVID-19 Pandemic.
IT Director Chris Felix spoke about options for future meeting due to the current situation of the pandemic. The first option is to continue in person meetings with social distancing and having chairs set outside the Commission room and calling people in as they wish to speak. Another option is a teleconference which the city has their own phone system to use although limited on the amount of calls that come in. There is free teleconference service that can be utilized. Zoom is also an option that is very popular right now. With that there is an option of a "waiting room" that would be available for the public to comment. Zoom could also be tied in to our YouTube Channel. Chris's recommendation would be Zoom Meeting Mark and the Commissioners discussed the options decided to test and try the Zoom option for the next meeting,
8. City Managers Report
Mark Hall updated the Commission that he had been in contact with the hospital and they are doing well. City staff is still doing what they need to do including seasonal starting to mow. We are waiting to see what happens before a decision is made on the Aquatic Center. The City is in the pursuit of masks for essential workers. He appreciates all that Staff is doing and

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staying safe. He appreciates the Commission for bearing with us through everything.

9. Comments from Commissioners and Staff

Commissioner York thanked the City staff for doing everything they can to maintain safety and look after themselves. He mentioned the outstanding job that Montgomery County Emergency Manager Rick Whitson has done in keeping everyone informed on the COVID-19 situation. They thanked Josh and Code Enforcement for taking care of the complaint of the gloves and wipes from the shopping center being blown around and it looks much better. Mayor Bauer thanked Chris Felix for the daily updates.

K. EXECUTIVE SESSION(s)

L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Coffeyville Police Department March Crime Statistics
2. Public Library Board February Meeting Minutes
3. Montgomery County Action Council First Quarter Update

M. ADJOURN

MOTION: Move to Adjourn

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

Time the meeting was adjourned: 7:31 pm

Date the minutes were approved:

Melissa Carter, City Clerk

FIRST ADDENDUM TO WATER PURCHASE CONTRACT

THIS FIRST ADDENDUM to Water Purchase Contract by and between the City of Coffeyville, Kansas, a municipal corporation ("City"), and Montgomery County Rural Water District #14 ("Water District").

WHEREAS, City and Water District are parties to a Water Purchase Contract (the "Contract") dated as of February 24, 1998; and

WHEREAS, the parties have agreed to amend the Contract, as provided herein.

NOW, THEREFORE, Section A.2. of the Contract is hereby modified, as follows (new verbiage is underlined):

2. Permission to Connect. The City hereby grants permission to the Water District to connect a looped six inch (6") main to the City water system and the right to receive water therefrom; said main connections shall be located at City approved locations along Woodland Avenue. In addition, the Water District shall be permitted to connect to the City's 10" main along Woodland Avenue, at a mutually agreed-upon location, for the purpose of installing, at the Water District's expense, a single two inch (2") water tap and two inch (2") water line road crossing to serve a platted 18-acre (more or less) tract of land commonly known as 4343 County Road 2000. The water line shall be used solely to provide residential water service to six (6) future home sites within the platted area. The City main and meters shall be protected by City-approved back-flow preventers installed by the Water District on the District's side of the water meters. The back-flow preventers shall be tested annually by a state certified testing facility at the expense of the Water District.

Except as otherwise amended, the parties affirm the provisions of the Contract remain in force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum on the dates written below.

CITY OF COFFEYVILLE

Date: _____

Paul Bauer, Mayor

Attest:

Melissa Carter, City Clerk

MONTGOMERY COUNTY
RURAL WATER DISTRICT #14

Date: _____

Patrick N. O'Connell, Chairman

Attest:

Secretary

APPROVAL OF RURAL DEVELOPMENT

This First Addendum to Water Purchase Contract is approved by Rural Development on this ____ day of _____, 2020.

By: _____

Title: _____

RESOLUTION NO. R-20-31

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A FIRST ADDENDUM TO THE WATER PURCHASE CONTRACT BY AND BETWEEN THE CITY OF COFFEYVILLE AND MONTGOMERY COUNTY RURAL WATER DISTRICT #14.

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 First Addendum to the Water Purchase Contract by and between the City of Coffeyville and Montgomery County Rural Water District #14.

Adopted this 28th day of April 2020.

Paul Bauer, Mayor

ATTEST:

Melissa Carter, City Clerk

Approved by:

Paul Kritz, City Attorney

PACKET: 03848 AO 20-08A ISHAM HARDWARE

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	
=====							
01-01930		ISHAM TRUE VALUE HARDWARE					
I-19989		FITTINGS, COUPLINGS, ELLS-GEN	108.82				
3/16/2020	AP	DUE: 4/15/2020 DISC: 4/15/2020		1099: N			
		FITTINGS, COUPLINGS, ELLS-GEN2		800 5-030-620	EQUIPMENT MAINTENANCE	108.82	
I-20000		LOCK	17.99				
4/14/2020	AP	DUE: 5/14/2020 DISC: 5/14/2020		1099: N			
		LOCK		010 5-163-520	DEPARTMENT SUPPLIES	17.99	
I-20049		TOGGLE BOLT X 50	27.38				
3/18/2020	AP	DUE: 4/17/2020 DISC: 4/17/2020		1099: N			
		TOGGLE BOLT X 50		800 5-020-520	DEPARTMENT SUPPLIES	27.38	
I-20095		COFFEE POT, KEY RING X 9	23.54				
3/27/2020	AP	DUE: 4/26/2020 DISC: 4/26/2020		1099: N			
		COFFEE POT, KEY RING X 9		800 5-030-520	DEPARTMENT SUPPLIES	23.54	
I-20139		PRESSURE DRAIN PLUG	15.99				
4/21/2020	AP	DUE: 5/21/2020 DISC: 5/21/2020		1099: N			
		PRESSURE DRAIN PLUG		900 5-027-555	PLUMBING SUPPLIES	15.99	
=== VENDOR TOTALS ===			193.72				
=== PACKET TOTALS ===			193.72				

PACKET: 03847 AO 20-08 4.28.20 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-50300		ALLGEIER, MARTIN & ASSOCIATES,					
I-702001M-02		ENGINEER SVC-REFINERY EXPANSN	1,232.50				
4/13/2020	AP	DUE: 5/13/2020 DISC: 5/13/2020		1099: N			
		ENGINEER SVC-REFINERY EXPANSN		800 5-040-478	PROFESSIONAL SERVICES	1,232.50	
I-COFF7018001B-09		PAY #9-WTP #2 REHAB INSPECTIO	290.00				
4/13/2020	AP	DUE: 5/13/2020 DISC: 5/13/2020		1099: N			
		PAY #9-WTP #2 REHAB INSPECTION		910 5-652-478	PROFESSIONAL SERVICES	290.00	
I-COFF7019001-06		SCADA W/WW DESIGN, BID	14,642.00				
4/13/2020	AP	DUE: 5/13/2020 DISC: 5/13/2020		1099: N			
		PAY #4-SCADA WATER DESIGN, BID		910 5-652-850	OTHER EQUIPMENT	9,942.00	
		PAY #4-SCADA WW DESIGN, BID		910 5-651-850	OTHER EQUIPMENT	4,700.00	
I-COFF7019002-05		PAY #3-AMI DESIGN, CNSTRCTN	3,984.00				
4/13/2020	AP	DUE: 5/13/2020 DISC: 5/13/2020		1099: N			
		PAY #3-AMI DESIGN, CNSTRCTN		910 5-652-478	PROFESSIONAL SERVICES	1,992.00	
		PAY #3-AMI DESIGN, CNSTRCTN		810 5-040-478	PROFESSIONAL SERVICES	1,992.00	
		=== VENDOR TOTALS ===	20,148.50				
=====							
01-50315		ALLIED ELECTRONICS, INC.					
I-9012589098		AC-DC POWER RELAY	55.14				
4/15/2020	AP	DUE: 5/15/2020 DISC: 5/15/2020		1099: N			
		AC-DC POWER RELAY		800 5-030-520	DEPARTMENT SUPPLIES	55.14	
		=== VENDOR TOTALS ===	55.14				
=====							
01-00116		AMANDA GEORGE					
I-202004218274		RESTITUTION CASE NO 19-8301	150.00				
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N			
		RESTITUTION CASE NO 19-8301		010 5-013-432	DEPT REIMBURSEMENT	150.00	
		=== VENDOR TOTALS ===	150.00				
=====							
01-50244		AMERICAN LAW ENFORCEMENT RADAR					
I-15670		RADAR RECERTIFICATION X 8	320.00				
4/15/2020	AP	DUE: 5/15/2020 DISC: 5/15/2020		1099: N			
		RADAR RECERTIFICATION X 8		010 5-023-478	PROFESSIONAL SERVICES	320.00	
I-15671		RADAR RECERTIFICATION X 2	300.00				
4/15/2020	AP	DUE: 5/15/2020 DISC: 5/15/2020		1099: N			
		RADAR RECERTIFICATION X 2		010 5-023-478	PROFESSIONAL SERVICES	300.00	
		=== VENDOR TOTALS ===	620.00				

PACKET: 03847 AO 20-08 4.28.20 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-50670	ASPLUNDH TREE EXPERT COMPANY					
I-60Q73020		TREE TRIMMING THRU 4/4/20	4,752.20			
4/10/2020	AP	DUE: 4/10/2020 DISC: 4/10/2020		1099: N		
		TREE TRIMMING THRU 4/4/20		800 5-020-424	CONTRACTUAL AGREEMENTS	4,752.20
I-61F66620		TREE TRIMMING THRU 4/11/20	5,121.00			
4/17/2020	AP	DUE: 4/17/2020 DISC: 4/17/2020		1099: N		
		TREE TRIMMING THRU 4/11/20		800 5-020-424	CONTRACTUAL AGREEMENTS	5,121.00
		=== VENDOR TOTALS ===	9,873.20			
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01-59760	AT&T					
I-04203161404106		4/20 E911	273.50			
4/01/2020	AP	DUE: 5/01/2020 DISC: 5/01/2020		1099: N		
		4/20 E911		510 5-000-416	COMMUNICATIONS	273.50
I-04206202511611		4/20 E911	278.44			
4/09/2020	AP	DUE: 5/09/2020 DISC: 5/09/2020		1099: N		
		4/20 E911		510 5-000-416	COMMUNICATIONS	278.44
I-04206202511733		4/20 E911	283.91			
4/09/2020	AP	DUE: 5/09/2020 DISC: 5/09/2020		1099: N		
		4/20 E911		510 5-000-416	COMMUNICATIONS	283.91
I-04206202511826		4/20 E911	274.57			
4/09/2020	AP	DUE: 5/09/2020 DISC: 5/09/2020		1099: N		
		4/20 E911		510 5-000-416	COMMUNICATIONS	274.57
		=== VENDOR TOTALS ===	1,110.42			
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01-59780	AT&T					
I-04206202512322		ATMOS METER STATION MODEM LIN	182.42			
4/09/2020	AP	DUE: 5/09/2020 DISC: 5/09/2020		1099: N		
		ATMOS METER STATION MODEM LINE		800 5-030-416	COMMUNICATIONS	182.42
		=== VENDOR TOTALS ===	182.42			
=====						
01-00197	B.G. & SONS					
I-202004228318		CITY LOT MOWING THRU 4/16	1,210.00			
4/21/2020	AP	DUE: 4/21/2020 DISC: 4/21/2020		1099: Y		
		CITY LOT MOWING THRU 4/16		010 5-163-424	CONTRACTUAL AGREEMENTS	1,210.00
		=== VENDOR TOTALS ===	1,210.00			

PACKET: 03847 AO 20-08 4.28.20 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-02050	BARTLETT COOP ASSOCIATION					
I-91612		PROPANE FOR FORKLIFT	22.01			
4/14/2020	AP	DUE: 5/14/2020 DISC: 5/14/2020		1099: N		
		PROPANE FOR FORKLIFT		800 5-020-525	CHEMICALS/FERTILIZERS/SE	22.01
		=== VENDOR TOTALS ===	22.01			
=====						
01-00336	BLAKE'S LUBE CENTER					
I-19220LF		LATE FEE ON WINDOW KIT	13.05			
1/01/2020	AP	DUE: 1/31/2020 DISC: 1/31/2020		1099: N		
		LATE FEE ON WINDOW KIT		010 5-163-520	DEPARTMENT SUPPLIES	13.05
		=== VENDOR TOTALS ===	13.05			
=====						
01-00337	BLUBOOTHS OF KANSAS, LLC					
I-CR15250		WORK BOOTS-D. WALKER	186.10			
3/13/2020	AP	DUE: 3/13/2020 DISC: 3/13/2020		1099: Y		
		WORK BOOTS-D. WALKER		010 0-320	PAYROLL DEDUCTION RECEIV	186.10
		=== VENDOR TOTALS ===	186.10			
=====						
01-50865	BRB CONTRACTORS, INC.					
I-5		PAY #5-FILTER 2 REHAB CNSTRCT	36,167.28			
4/09/2020	AP	DUE: 5/09/2020 DISC: 5/09/2020		1099: N		
		PAY #5-FILTER 2 REHAB CNSTRCTN		910 5-652-850	OTHER EQUIPMENT	36,167.28
		=== VENDOR TOTALS ===	36,167.28			
=====						
01-51307	BRENNTAG SOUTHWEST, INC.					
I-BSW196042		POLYMER, AMMONIUM SULFATE	3,620.25			
4/02/2020	AP	DUE: 5/02/2020 DISC: 5/02/2020		1099: N		
		POLYMER, AMMONIUM SULFATE		900 5-036-525	CHEMICALS/FERTILIZERS/SE	3,620.25
I-BSW197835		POLYMER	1,159.95			
4/09/2020	AP	DUE: 5/09/2020 DISC: 5/09/2020		1099: N		
		POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,159.95
I-BSW197836		POLYMER, AMMONIUM SULFATE	2,816.90			
4/09/2020	AP	DUE: 5/09/2020 DISC: 5/09/2020		1099: N		
		POLYMER, AMMONIUM SULFATE		900 5-036-525	CHEMICALS/FERTILIZERS/SE	2,816.90
I-BSW199581		POLYMER, AMMONIUM SULFATE	4,628.60			
4/16/2020	AP	DUE: 5/16/2020 DISC: 5/16/2020		1099: N		
		POLYMER, AMMONIUM SULFATE		900 5-036-525	CHEMICALS/FERTILIZERS/SE	4,628.60

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-----ID-----		GROSS		P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-51307	BRENNTAG SOUTHWEST, INC. (** CONTINUED **)					
=====						
I-BSW200577		CHLORINE	1,257.00			
4/21/2020	AP	DUE: 5/21/2020 DISC: 5/21/2020		1099: N		
		CHLORINE		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,257.00
=== VENDOR TOTALS ===			13,482.70			
=====						
01-00295	BRUCE DODSON					
=====						
I-RCPT #21922		REIMBURSE WORK BOOTS	200.00			
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		REIMBURSE WORK BOOTS		800 5-020-515	CLOTHING	200.00
=== VENDOR TOTALS ===			200.00			
=====						
01-51592	CALIFORNIA ANALYTICAL INSTRUME					
=====						
I-0036497-IN		FILTER, CONVERTER, LAMP-ANALYZR	1,369.00			
4/06/2020	AP	DUE: 5/06/2020 DISC: 5/06/2020		1099: N		
		FILTER, CONVERTER, LAMP-ANALYZR		800 5-030-620	EQUIPMENT MAINTENANCE	1,369.00
=== VENDOR TOTALS ===			1,369.00			
=====						
01-00590	CARTER AUTOMOTIVE WAREHOUSE					
=====						
C-528948/1		BATTERY CORE CREDIT	101.25CR			
4/20/2020	AP	DUE: 4/20/2020 DISC: 4/20/2020		1099: N		
		BATTERY CORE CREDIT		900 5-027-590	VEHICLE-EQUIP SUPPLIES	101.25CR
=====						
I-525860/1		OIL, POWER STEERING FLUID	10.70			
4/06/2020	AP	DUE: 5/06/2020 DISC: 5/06/2020		1099: N		
		OIL, POWER STEERING FLUID		010 5-041-545	MOTOR FUELS/LUBRICANTS	10.70
=====						
I-526118/1		FUEL FILTER X 3, OIL FILTERS	215.55			
4/08/2020	AP	DUE: 5/08/2020 DISC: 5/08/2020		1099: N		
		FUEL FILTER X 3, OIL FILTERS		760 5-000-680	VEHICLE-PARTS	215.55
=====						
I-526120/1		OIL FILTER X 3	56.01			
4/08/2020	AP	DUE: 5/08/2020 DISC: 5/08/2020		1099: N		
		OIL FILTER X 3		900 5-026-680	VEHICLE-PARTS	56.01
=====						
I-526200/1		FUEL PUMP	142.77			
4/08/2020	AP	DUE: 5/08/2020 DISC: 5/08/2020		1099: N		
		FUEL PUMP		900 5-026-680	VEHICLE-PARTS	142.77
=====						
I-526460/1		HOSE, CLAMPS, FILTER	31.62			
4/09/2020	AP	DUE: 5/09/2020 DISC: 5/09/2020		1099: N		
		HOSE, CLAMPS, FILTER		900 5-026-680	VEHICLE-PARTS	31.62

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00590	CARTER AUTOMOTIVE WAREHOUSE	(** CONTINUED **)				
I-526462/1		GREASE GUN COUPLER TIPS X 2	3.94			
4/09/2020	AP	DUE: 5/09/2020 DISC: 5/09/2020		1099: N		
		GREASE GUN COUPLER TIPS X 2		800 5-030-620	EQUIPMENT MAINTENANCE	3.94
I-526550/1		HOSE FITTINGS	12.16			
4/09/2020	AP	DUE: 5/09/2020 DISC: 5/09/2020		1099: N		
		HOSE FITTINGS		010 5-163-620	EQUIPMENT MAINTENANCE	12.16
I-527271/1		CARBURETOR CLEANER X 2	6.30			
4/14/2020	AP	DUE: 5/14/2020 DISC: 5/14/2020		1099: N		
		CARBURETOR CLEANER X 2		800 5-020-545	MOTOR FUELS/LUBRICANTS	6.30
I-527310/1		WELDER CAP	1.87			
4/14/2020	AP	DUE: 5/14/2020 DISC: 5/14/2020		1099: N		
		WELDER CAP		010 5-163-620	EQUIPMENT MAINTENANCE	1.87
I-527748/1		AIR BRAKE VALVE	43.70			
4/16/2020	AP	DUE: 5/16/2020 DISC: 5/16/2020		1099: N		
		AIR BRAKE VALVE		010 5-041-680	VEHICLE-PARTS	43.70
I-528201/1		DIESEL FUEL ADDITIVE	66.06			
4/16/2020	AP	DUE: 5/16/2020 DISC: 5/16/2020		1099: N		
		DIESEL FUEL ADDITIVE		900 5-037-545	MOTOR FUELS/LUBRICANTS	66.06
I-528417/1		FUEL SHUT OFF BUSHING	6.43			
4/17/2020	AP	DUE: 5/17/2020 DISC: 5/17/2020		1099: N		
		FUEL SHUT OFF BUSHING		370 5-000-620	EQUIPMENT MAINTENANCE	6.43
I-528531/1		CLEANER-RAW #3	15.75			
4/17/2020	AP	DUE: 5/17/2020 DISC: 5/17/2020		1099: N		
		CLEANER-RAW #3		900 5-036-620	EQUIPMENT MAINTENANCE	15.75
I-528759/1		DIESEL EXHAUST FLUID X 2	32.23			
4/20/2020	AP	DUE: 5/20/2020 DISC: 5/20/2020		1099: N		
		DIESEL EXHAUST FLUID X 2		800 5-020-545	MOTOR FUELS/LUBRICANTS	32.23
I-528824/1		BATTERY X 3	452.43			
4/20/2020	AP	DUE: 5/20/2020 DISC: 5/20/2020		1099: N		
		BATTERY X 3		900 5-027-590	VEHICLE-EQUIP SUPPLIES	452.43
I-528853/1		TURN SIGNAL LIGHT ASSEMBLY	7.14			
4/20/2020	AP	DUE: 5/20/2020 DISC: 5/20/2020		1099: N		
		TURN SIGNAL LIGHT ASSEMBLY		800 5-020-620	EQUIPMENT MAINTENANCE	7.14
I-529139/1		STARTER RECOIL X 2 FOR PUMPS	88.36			
4/21/2020	AP	DUE: 5/21/2020 DISC: 5/21/2020		1099: N		
		STARTER RECOIL X 2 FOR PUMPS		900 5-026-620	EQUIPMENT MAINTENANCE	88.36
=== VENDOR TOTALS ===			1,091.77			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03117	CITY OF COFFEYVILLE					
I-202004218275		RESTITUTION CASE NO 17-179	87.50			
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		RESTITUTION CASE NO 17-179		010 5-013-432	DEPT REIMBURSEMENT	87.50
I-202004218276		RESTITUTION CASE NO 19-11207	100.00			
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		RESTITUTION CASE NO 19-11207		010 5-013-432	DEPT REIMBURSEMENT	100.00
I-202004218277		RESTITUTION CASE NO 13-11488	50.00			
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		RESTITUTION CASE NO 13-11488		010 5-013-432	DEPT REIMBURSEMENT	50.00
I-202004218278		RESTITUTION CASE NO 19-5833	220.00			
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		RESTITUTION CASE NO 19-5833		010 5-013-432	DEPT REIMBURSEMENT	220.00
		=== VENDOR TOTALS ===	457.50			
=====						
01-01146	CITY OF DEARING					
I-202004148264		3/20 FRANCHISE FEE	121.73			
3/31/2020	AP	DUE: 4/30/2020 DISC: 4/30/2020		1099: N		
		3/20 FRANCHISE FEE		800 5-020-430	DEARING FRANCHISE PAYMEN	121.73
		=== VENDOR TOTALS ===	121.73			
=====						
01-00680	CITY TREASURER					
I-202004218293		DENTAL CLAIMS PAID-DELTA	372.00			
3/12/2020	AP	DRAFT 3/13/2020		1099: N		
		DENTAL CLAIMS PAID-DELTA		350 5-716-310	HEALTH INSURANCE	372.00
I-202004218294		DENTAL CLAIMS PAID-DELTA	3,824.60			
3/19/2020	AP	DRAFT 3/20/2020		1099: N		
		DENTAL CLAIMS PAID-DELTA		350 5-716-310	HEALTH INSURANCE	3,824.60
I-202004218295		DENTAL CLAIMS PAID-DELTA	378.20			
3/26/2020	AP	DRAFT 3/27/2020		1099: N		
		DENTAL CLAIMS PAID-DELTA		350 5-716-310	HEALTH INSURANCE	378.20
I-202004218296		DENTAL CLAIMS PAID-DELTA	1,249.50			
4/02/2020	AP	DRAFT 4/03/2020		1099: N		
		DENTAL CLAIMS PAID-DELTA		350 5-716-310	HEALTH INSURANCE	1,249.50
I-202004218297		DENTAL CLAIMS PAID-DELTA	70.80			
4/09/2020	AP	DRAFT 4/10/2020		1099: N		
		DENTAL CLAIMS PAID-DELTA		350 5-716-310	HEALTH INSURANCE	70.80

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00680	CITY TREASURER	(** CONTINUED **)				
I-202004218298		DENTAL CLAIMS PAID-DELTA	198.20			
4/16/2020	AP	DRAFT 4/17/2020		1099: N		
		DENTAL CLAIMS PAID-DELTA		350 5-716-310	HEALTH INSURANCE	198.20
I-202004218299		HEALTH CLAIMS PAID-MERITAIN	3,682.51			
3/03/2020	AP	DRAFT 3/10/2020		1099: N		
		HEALTH CLAIMS PAID-MERITAIN		350 5-716-310	HEALTH INSURANCE	3,682.51
I-202004218300		HEALTH CLAIMS PAID-MERITAIN	38,449.70			
3/10/2020	AP	DRAFT 3/17/2020		1099: N		
		HEALTH CLAIMS PAID-MERITAIN		350 5-716-310	HEALTH INSURANCE	38,449.70
I-202004218301		HEALTH CLAIMS PAID-MERITAIN	11,982.81			
3/17/2020	AP	DRAFT 3/24/2020		1099: N		
		HEALTH CLAIMS PAID-MERITAIN		350 5-716-310	HEALTH INSURANCE	11,982.81
I-202004218302		HEALTH CLAIMS PAID-MERITAIN	26,849.12			
3/24/2020	AP	DRAFT 3/31/2020		1099: N		
		HEALTH CLAIMS PAID-MERITAIN		350 5-716-310	HEALTH INSURANCE	26,849.12
I-202004218303		HEALTH CLAIMS PAID-MERITAIN	32,749.23			
3/31/2020	AP	DRAFT 4/07/2020		1099: N		
		HEALTH CLAIMS PAID-MERITAIN		350 5-716-310	HEALTH INSURANCE	32,749.23
I-202004218304		HEALTH CLAIMS PAID-MERITAIN	20,018.21			
4/07/2020	AP	DRAFT 4/14/2020		1099: N		
		HEALTH CLAIMS PAID-MERITAIN		350 5-716-310	HEALTH INSURANCE	20,018.21
I-202004218305		HEALTH CLAIMS PAID-MERITAIN	17,586.05			
4/14/2020	AP	DRAFT 4/21/2020		1099: N		
		HEALTH CLAIMS PAID-MERITAIN		350 5-716-310	HEALTH INSURANCE	17,586.05
I-202004218306		HEALTH CLAIMS PAID-MERITAIN	12,571.70			
4/21/2020	AP	DRAFT 4/28/2020		1099: N		
		HEALTH CLAIMS PAID-MERITAIN		350 5-716-310	HEALTH INSURANCE	12,571.70
I-202004248321		DENTAL CLAIMS PAID-DELTA	202.60			
4/23/2020	AP	DRAFT 4/24/2020		1099: N		
		DENTAL CLAIMS PAID-DELTA		350 5-716-310	HEALTH INSURANCE	202.60
=== VENDOR TOTALS ===			170,185.23			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-52081	CLEVELAND APARTMENTS					
I-202004228307		RESTITUTION CASE NO 18-9910	100.00			
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		RESTITUTION CASE NO 18-9910		010 5-013-432	DEPT REIMBURSEMENT	100.00
I-202004228308		RESTITUTION CASE NO 19-8360	50.00			
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		RESTITUTION CASE NO 19-8360		010 5-013-432	DEPT REIMBURSEMENT	50.00
I-202004228309		RESTITUTION CASE NO 15-2238	250.00			
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		RESTITUTION CASE NO 15-2238		010 5-013-432	DEPT REIMBURSEMENT	250.00
		=== VENDOR TOTALS ===	400.00			
=====						
01-00720	CLOUGH OIL COMPANY, INC.					
I-54581		510 GALLONS OF DIESEL/GAS	789.85			
4/14/2020	AP	DUE: 5/14/2020 DISC: 5/14/2020		1099: N		
		510 GALLONS OF DIESEL/GAS		370 5-000-545	MOTOR FUELS/LUBRICANTS	789.85
		=== VENDOR TOTALS ===	789.85			
=====						
01-00721	CLOUGH SERVICE					
I-4065352		FUEL THRU 4/9	1,177.55			
4/10/2020	AP	DUE: 4/10/2020 DISC: 4/10/2020		1099: N		
		FUEL THRU 4/9		010 5-163-545	MOTOR FUELS/LUBRICANTS	1,177.55
I-4065354		FUEL THRU 4/9	98.45			
4/10/2020	AP	DUE: 4/10/2020 DISC: 4/10/2020		1099: N		
		FUEL THRU 4/9		010 5-071-545	MOTOR FUELS/LUBRICANTS	98.45
I-4065355		FUEL THRU 4/9	896.18			
4/10/2020	AP	DUE: 4/10/2020 DISC: 4/10/2020		1099: N		
		FUEL THRU 4/9		010 5-023-545	MOTOR FUELS/LUBRICANTS	896.18
I-4065356		FUEL THRU 4/9	72.46			
4/10/2020	AP	DUE: 4/10/2020 DISC: 4/10/2020		1099: N		
		FUEL THRU 4/9		010 5-025-545	MOTOR FUELS/LUBRICANTS	72.46
I-4065357		FUEL THRU 4/9	195.71			
4/10/2020	AP	DUE: 4/10/2020 DISC: 4/10/2020		1099: N		
		FUEL THRU 4/9		010 5-041-545	MOTOR FUELS/LUBRICANTS	195.71
I-4065358		FUEL THRU 4/9	57.43			
4/10/2020	AP	DUE: 4/10/2020 DISC: 4/10/2020		1099: N		
		FUEL THRU 4/9		010 5-045-545	MOTOR FUELS/LUBRICANTS	57.43

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION		
=====								
01-00721	CLOUGH SERVICE	(** CONTINUED **)						
I-4065359		FUEL THRU 4/9	635.00					
4/10/2020	AP	DUE: 4/10/2020 DISC: 4/10/2020		1099: N				
		FUEL THRU 4/9		900 5-026-545	MOTOR FUELS/LUBRICANTS		635.00	
I-4065360		FUEL THRU 4/9	81.61					
4/10/2020	AP	DUE: 4/10/2020 DISC: 4/10/2020		1099: N				
		FUEL THRU 4/9		900 5-027-545	MOTOR FUELS/LUBRICANTS		81.61	
I-4065361		FUEL THRU 4/9	28.18					
4/10/2020	AP	DUE: 4/10/2020 DISC: 4/10/2020		1099: N				
		FUEL THRU 4/9		900 5-036-545	MOTOR FUELS/LUBRICANTS		28.18	
I-4065362		FUEL THRU 4/9	53.69					
4/10/2020	AP	DUE: 4/10/2020 DISC: 4/10/2020		1099: N				
		FUEL THRU 4/9		900 5-037-545	MOTOR FUELS/LUBRICANTS		53.69	
I-4065363		FUEL THRU 4/9	75.88					
4/10/2020	AP	DUE: 4/10/2020 DISC: 4/10/2020		1099: N				
		FUEL THRU 4/9		010 5-017-545	MOTOR FUELS/LUBRICANTS		75.88	
I-4065364		FUEL THRU 4/9	901.80					
4/10/2020	AP	DUE: 4/10/2020 DISC: 4/10/2020		1099: N				
		FUEL THRU 4/9		800 5-020-545	MOTOR FUELS/LUBRICANTS		901.80	
I-4065365		FUEL THRU 4/9	138.62					
4/10/2020	AP	DUE: 4/10/2020 DISC: 4/10/2020		1099: N				
		FUEL THRU 4/9		800 5-030-545	MOTOR FUELS/LUBRICANTS		138.62	
I-4065366		FUEL THRU 4/9	34.13					
4/10/2020	AP	DUE: 4/10/2020 DISC: 4/10/2020		1099: N				
		FUEL THRU 4/9		800 5-040-545	MOTOR FUELS/LUBRICANTS		34.13	
I-4065367		FUEL THRU 4/9	392.28					
4/10/2020	AP	DUE: 4/10/2020 DISC: 4/10/2020		1099: N				
		FUEL THRU 4/9		760 5-000-545	MOTOR FUELS/LUBRICANTS		392.28	
I-4065368		FUEL THRU 4/9	64.60					
4/10/2020	AP	DUE: 4/10/2020 DISC: 4/10/2020		1099: N				
		FUEL THRU 4/9		720 5-000-545	MOTOR FUELS/LUBRICANTS		64.60	
I-4065369		FUEL THRU 4/9	29.56					
4/10/2020	AP	DUE: 4/10/2020 DISC: 4/10/2020		1099: N				
		FUEL THRU 4/9		010 5-018-545	MOTOR FUELS/LUBRICANTS		29.56	
		=== VENDOR TOTALS ===	4,933.13					

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00870	COFFEYVILLE FEED AND FARM SUPP					
I-765232		THRUST WASHER X 4	114.00			
4/20/2020	AP	DUE: 5/20/2020 DISC: 5/20/2020		1099: N		
		THRUST WASHER X 4		010 5-163-620	EQUIPMENT MAINTENANCE	114.00
		=== VENDOR TOTALS ===	114.00			
=====						
01-00871	COFFEYVILLE FEED AND FARM SUPP					
I-764889		WEED, INSECT SPRAY FOR SUBS	583.43			
4/16/2020	AP	DUE: 4/16/2020 DISC: 4/16/2020		1099: N		
		WEED, INSECT SPRAY FOR SUBS		800 5-020-525	CHEMICALS/FERTILIZERS/SE	583.43
		=== VENDOR TOTALS ===	583.43			
=====						
01-00877	COFFEYVILLE FRIENDS OF ANIMALS					
I-202004148265		5/20 SHELTER OPERATION	1,500.00			
4/13/2020	AP	DUE: 4/13/2020 DISC: 4/13/2020		1099: N		
		5/20 SHELTER OPERATION		010 5-025-424	CONTRACTUAL AGREEMENTS	1,500.00
		=== VENDOR TOTALS ===	1,500.00			
=====						
01-03000	COFFEYVILLE PRINTING CENTER, I					
I-11637		T-SHIRT X 125 FOR EMPLOYEES	1,150.25			
4/09/2020	AP	DUE: 5/09/2020 DISC: 5/09/2020		1099: N		
		T-SHIRTS FOR EMPLOYEES		010 5-163-515	CLOTHING	351.00
		T-SHIRTS FOR EMPLOYEES		900 5-026-515	CLOTHING	351.00
		T-SHIRTS FOR EMPLOYEES		900 5-027-515	CLOTHING	351.00
		T-SHIRTS FOR EMPLOYEES		760 5-000-515	CLOTHING	97.25
		=== VENDOR TOTALS ===	1,150.25			
=====						
01-01000	COFFEYVILLE REGIONAL MEDICAL C					
I-4		WELLNESS SCREENING X 18	2,290.00			
1/01/2020	AP	DUE: 1/31/2020 DISC: 1/31/2020		1099: N		
		WELLNESS SCREENING X 18		010 5-041-478	PROFESSIONAL SERVICES	2,290.00
I-4-PD		WELLNESS EXAM X 4	588.00			
1/01/2020	AP	DUE: 1/31/2020 DISC: 1/31/2020		1099: N		
		WELLNESS EXAM X 4		010 5-023-478	PROFESSIONAL SERVICES	588.00
I-BAA00004454878		INMATE ER SERVICES 20-3050	82.17			
4/03/2020	AP	DUE: 5/03/2020 DISC: 5/03/2020		1099: N		
		INMATE ER SERVICES 20-3050		010 5-023-478	PROFESSIONAL SERVICES	82.17
		=== VENDOR TOTALS ===	2,960.17			

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=====						
01-01003		COFFEYVILLE RESOURCES NITROGEN				
I-309891		UREA SOLUTION-GEN #2	3,412.21			
4/14/2020	AP	DUE: 4/14/2020 DISC: 4/14/2020		1099: N		
		UREA SOLUTION-GEN #2		800 5-030-525	CHEMICALS/FERTILIZERS/SE	3,412.21
I-309924		UREA SOLUTION-GEN #2	3,412.21			
4/14/2020	AP	DUE: 4/14/2020 DISC: 4/14/2020		1099: N		
		UREA SOLUTION-GEN #2		800 5-030-525	CHEMICALS/FERTILIZERS/SE	3,412.21
		=== VENDOR TOTALS ===	6,824.42			
=====						
01-01069		COMMUNITY HEALTH CENTER OF SEK				
I-202004218279		SEASONAL EE DRUG TESTING X 8	324.00			
4/10/2020	AP	DUE: 4/10/2020 DISC: 4/10/2020		1099: Y		
		SEASONAL EE DRUG TESTING X 8		010 5-163-478	PROFESSIONAL SERVICES	288.00
		POST ACCIDENT DRUG SCREEN		010 5-163-478	PROFESSIONAL SERVICES	36.00
		=== VENDOR TOTALS ===	324.00			
=====						
01-52345		COPRO EFP				
I-5674		HELMET SHIELD X 18	659.00			
4/03/2020	AP	DUE: 4/03/2020 DISC: 4/03/2020		1099: N		
		HELMET SHIELD X 18		010 5-041-570	SAFETY EQUIPMENT	659.00
		=== VENDOR TOTALS ===	659.00			
=====						
01-52347		CORE & MAIN LP				
I-M154745		2" PIPE X 20'	465.00			
4/08/2020	AP	DUE: 4/08/2020 DISC: 4/08/2020		1099: N		
		2" PIPE X 20'		900 5-026-555	PLUMBING SUPPLIES	465.00
		=== VENDOR TOTALS ===	465.00			
=====						
01-57405		COX BUSINESS SERVICES				
I-202004148266		CEMETERY TELEPHONE SERVICE	37.66			
4/12/2020	AP	DUE: 5/12/2020 DISC: 5/12/2020		1099: N		
		CEMETERY TELEPHONE SERVICE		010 5-163-416	COMMUNICATIONS	37.66
I-202004148267		HGC TELEPHONE SERVICE	37.53			
4/12/2020	AP	DUE: 5/12/2020 DISC: 5/12/2020		1099: N		
		HGC TELEPHONE SERVICE		370 5-000-416	COMMUNICATIONS	37.53
I-202004218280		4/20 OPTICAL INTERNET, PRI	4,307.36			
4/19/2020	AP	DUE: 5/19/2020 DISC: 5/19/2020		1099: N		
		4/20 OPTICAL INTERNET		720 5-000-448	EQUIPMENT-RENTAL/SERVICE	3,500.00
		PRIMARY RATE INTERFACE LINES		010 5-131-416	COMMUNICATIONS	435.97
		PRIMARY RATE INTERFACE LINES		900 5-046-416	COMMUNICATIONS	16.15

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=====						
01-57405	COX BUSINESS SERVICES	(** CONTINUED **)				
		PRIMARY RATE INTERFACE LINES		800 5-040-416	COMMUNICATIONS	234.13
		PRIMARY RATE INTERFACE LINES		760 5-000-416	COMMUNICATIONS	8.07
		PRIMARY RATE INTERFACE LINES		370 5-000-416	COMMUNICATIONS	24.22
		PRIMARY RATE INTERFACE LINES		900 5-037-416	COMMUNICATIONS	32.29
		PRIMARY RATE INTERFACE LINES		720 5-000-416	COMMUNICATIONS	16.15
		PRIMARY RATE INTERFACE LINES		900 5-036-416	COMMUNICATIONS	24.22
		PRIMARY RATE INTERFACE LINES		900 5-026-416	COMMUNICATIONS	16.16
		=== VENDOR TOTALS ===	4,382.55			
=====						
01-01212	CUT IT OUT TREE TRIMMING & LAW					
I-680315		LOT CLEAN UP X 2	90.00			
4/01/2020	AP	DUE: 4/01/2020 DISC: 4/01/2020		1099: Y		
		LOT CLEAN UP-1910 W 6TH		700 5-000-424	CONTRACTUAL AGREEMENTS	40.00
		LOT CLEAN UP-1319 W 7TH		700 5-000-424	CONTRACTUAL AGREEMENTS	50.00
I-680316		4/11/20 WEED LOT MOWING	252.00			
4/11/2020	AP	DUE: 4/11/2020 DISC: 4/11/2020		1099: Y		
		4/11/20 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	252.00
I-680317		4/11/20 WEED LOT MOWING	406.00			
4/11/2020	AP	DUE: 4/11/2020 DISC: 4/11/2020		1099: Y		
		4/11/20 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	406.00
I-680318		4/11/20 WEED LOT MOWING	56.00			
4/11/2020	AP	DUE: 4/11/2020 DISC: 4/11/2020		1099: Y		
		4/11/20 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	56.00
		=== VENDOR TOTALS ===	804.00			
=====						
01-02449	DEFENDERS INN					
I-202004218281		RESTITUTION CASE NO 15-3124	690.00			
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		RESTITUTION CASE NO 15-3124		010 5-013-432	DEPT REIMBURSEMENT	690.00
		=== VENDOR TOTALS ===	690.00			
=====						
01-52923	DESIGN TECHNOLOGIES LLC					
I-2106		REPLACE/CALIBRATE GAS SENSORS	4,655.00			
3/23/2020	AP	DUE: 3/23/2020 DISC: 3/23/2020		1099: N		
		REPLACE/CALIBRATE GAS SENSORS		800 5-030-620	EQUIPMENT MAINTENANCE	4,655.00
		=== VENDOR TOTALS ===	4,655.00			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-01175 DIGITAL CONNECTIONS, INC.							
I-50684		ED,PP MAINT AGREEMNT,COPIES	88.57				
4/07/2020	AP	DUE: 5/07/2020 DISC: 5/07/2020		1099: N			
		ED MAINT AGREEMNT,COPIES		800 5-020-448	EQUIPMENT-RENTAL/SERVICE		39.50
		PP MAINT AGREEMNT,COPIES		800 5-030-448	EQUIPMENT-RENTAL/SERVICE		49.07
I-50724		PD MAINT AGREEMENT, COPIES	32.93				
4/13/2020	AP	DUE: 5/13/2020 DISC: 5/13/2020		1099: N			
		PD MAINT AGREEMENT, COPIES		010 5-023-448	EQUIPMENT-RENTAL/SERVICE		32.93
		=== VENDOR TOTALS ===	121.50				
=====							
01-52980 DIVERSIFIED ELECTRICAL SUPPLY							
I-594121		SQUEEZONS,BOLTS,LINE CLAMPS	1,754.22				
4/07/2020	AP	DUE: 5/07/2020 DISC: 5/07/2020		1099: N			
		SQUEEZONS,BOLTS,LINE CLAMPS		800 5-020-520	DEPARTMENT SUPPLIES		1,754.22
		=== VENDOR TOTALS ===	1,754.22				
=====							
01-52993 DOCUMENT DESTRUCTION, INC.							
I-12725		4/14/20 SHREDDING SERVICE	60.00				
4/14/2020	AP	DUE: 5/14/2020 DISC: 5/14/2020		1099: N			
		4/14/20 SHREDDING SERVICE		010 5-017-424	CONTRACTUAL AGREEMENTS		20.00
		4/14/20 SHREDDING SERVICE		010 5-131-424	CONTRACTUAL AGREEMENTS		20.00
		4/14/20 SHREDDING SERVICE		010 5-023-424	CONTRACTUAL AGREEMENTS		20.00
		=== VENDOR TOTALS ===	60.00				
=====							
01-03136 DOLLAR GENERAL							
I-202004218282		RESTITUTION CASE NO 18-10502	6.02				
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N			
		RESTITUTION CASE NO 18-10502		010 5-013-432	DEPT REIMBURSEMENT		6.02
		=== VENDOR TOTALS ===	6.02				
=====							
01-53081 DUNCAN & ALLEN							
I-41118		3/20-LEGAL SVC-SPP Z2 CHARGES	191.25				
4/20/2020	AP	DUE: 4/20/2020 DISC: 4/20/2020		1099: Y			
		3/20-LEGAL SVC-SPP Z2 CHARGES		800 5-040-478	PROFESSIONAL SERVICES		191.25
		=== VENDOR TOTALS ===	191.25				

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=====						
01-01338	ED WOLF					
I-202004218283		RESTITUTION CASE NO 12-10581	60.00			
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		RESTITUTION CASE NO 12-10581		010 5-013-432	DEPT REIMBURSEMENT	60.00
=== VENDOR TOTALS ===			60.00			
=====						
01-01343	FAMILY DOLLAR					
I-202004218284		RESTITUTION CASE NO 19-5837	5.48			
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		RESTITUTION CASE NO 19-5837		010 5-013-432	DEPT REIMBURSEMENT	5.48
=== VENDOR TOTALS ===			5.48			
=====						
01-53435	FASTENAL COMPANY					
I-KSCOF101407		AA, AAA, C-BATTERIES	21.87			
4/06/2020	AP	DUE: 5/06/2020 DISC: 5/06/2020		1099: N		
		AA, AAA, C-BATTERIES		800 5-030-505	BATTERIES-NON VEHICLES	21.87
I-KSCOF101459		SCREWS, WASHER FOR DUST COVER	7.67			
4/08/2020	AP	DUE: 5/08/2020 DISC: 5/08/2020		1099: N		
		SCREWS, WASHER FOR DUST COVER		800 5-030-520	DEPARTMENT SUPPLIES	7.67
I-KSCOF101511		CHAIN FOR SWINGS	13.72			
4/14/2020	AP	DUE: 5/14/2020 DISC: 5/14/2020		1099: N		
		CHAIN FOR SWINGS		010 5-163-520	DEPARTMENT SUPPLIES	13.72
I-KSCOF101518		DRILL BIT	6.47			
4/14/2020	AP	DUE: 5/14/2020 DISC: 5/14/2020		1099: N		
		DRILL BIT		800 5-020-520	DEPARTMENT SUPPLIES	6.47
I-KSCOF101540		PACKING MATERIAL	43.18			
4/16/2020	AP	DUE: 5/16/2020 DISC: 5/16/2020		1099: N		
		PACKING MATERIAL		900 5-037-520	DEPARTMENT SUPPLIES	43.18
I-KSCOF101572		CAUTION TAPE	21.98			
4/20/2020	AP	DUE: 5/20/2020 DISC: 5/20/2020		1099: N		
		CAUTION TAPE		010 5-163-570	SAFETY EQUIPMENT	21.98
=== VENDOR TOTALS ===			114.89			

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=====							
01-53582	FLUID FLOW PRODUCTS, INC.						
I-3225983		PRESSURE SWITCH-AIR DRYER RPR	221.82				
4/09/2020	AP	DUE: 4/09/2020 DISC: 4/09/2020		1099: N			
		PRESSURE SWITCH-AIR DRYER RPR		800 5-030-620	EQUIPMENT MAINTENANCE	221.82	
		=== VENDOR TOTALS ===	221.82				
=====							
01-53587	FOLEY EQUIPMENT COMPANY						
I-PS210069068		ELBOW	46.28				
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N			
		ELBOW		010 5-163-620	EQUIPMENT MAINTENANCE	46.28	
		=== VENDOR TOTALS ===	46.28				
=====							
01-01410	FOUR STATE MAINTENANCE SUPPLY,						
I-602644		NITRILE GLOVES, TISSUE	110.98				
3/26/2020	AP	DUE: 4/25/2020 DISC: 4/25/2020		1099: N			
		NITRILE GLOVES, TISSUE		900 5-037-520	DEPARTMENT SUPPLIES	110.98	
I-602813		TOWELS	82.84				
3/31/2020	AP	DUE: 4/30/2020 DISC: 4/30/2020		1099: N			
		TOWELS		900 5-037-520	DEPARTMENT SUPPLIES	82.84	
I-602813-1		DISINFECTANT	42.84				
4/02/2020	AP	DUE: 5/02/2020 DISC: 5/02/2020		1099: N			
		DISINFECTANT		900 5-037-520	DEPARTMENT SUPPLIES	42.84	
I-602914		TISSUE	55.83				
4/02/2020	AP	DUE: 5/02/2020 DISC: 5/02/2020		1099: N			
		TISSUE		760 5-000-520	DEPARTMENT SUPPLIES	55.83	
I-602987		HAND CLEANER	26.10				
4/01/2020	AP	DUE: 5/01/2020 DISC: 5/01/2020		1099: N			
		HAND CLEANER		900 5-037-520	DEPARTMENT SUPPLIES	26.10	
I-603207		DISINFECTANT	39.51				
4/03/2020	AP	DUE: 5/03/2020 DISC: 5/03/2020		1099: N			
		DISINFECTANT		900 5-036-520	DEPARTMENT SUPPLIES	39.51	
I-603249		CLEANERS, LINERS, FOGGER	400.60				
4/10/2020	AP	DUE: 5/10/2020 DISC: 5/10/2020		1099: N			
		CLEANERS, LINERS, FOGGER		010 5-023-562	JAIL EXPENSE	400.60	
I-603249-1		NITRILE GLOVES	318.80				
4/15/2020	AP	DUE: 5/15/2020 DISC: 5/15/2020		1099: N			
		NITRILE GLOVES		010 5-023-562	JAIL EXPENSE	318.80	

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=====						
01-01410		FOUR STATE MAINTENANCE SUPPLY, (** CONTINUED **)				
I-603393		BLEACH X 6	14.10			
4/07/2020	AP	DUE: 5/07/2020 DISC: 5/07/2020		1099: N		
		BLEACH X 6		800 5-030-520	DEPARTMENT SUPPLIES	14.10
I-603424		POP-UP WIPES, BLEACH X 12	223.17			
4/07/2020	AP	DUE: 5/07/2020 DISC: 5/07/2020		1099: N		
		POP-UP WIPES, BLEACH X 12		800 5-030-520	DEPARTMENT SUPPLIES	223.17
I-603576		CLEANERS, LINERS, TOWELS	121.86			
4/09/2020	AP	DUE: 5/09/2020 DISC: 5/09/2020		1099: N		
		CLEANERS, LINERS, TOWELS		010 5-163-520	DEPARTMENT SUPPLIES	121.86
I-603600		NITRILE GLOVES	18.60			
4/09/2020	AP	DUE: 5/09/2020 DISC: 5/09/2020		1099: N		
		NITRILE GLOVES		760 5-000-520	DEPARTMENT SUPPLIES	18.60
I-603879		MOP BUCKET, HANDLE	76.47			
4/16/2020	AP	DUE: 5/16/2020 DISC: 5/16/2020		1099: N		
		MOP BUCKET, HANDLE		010 5-091-520	DEPARTMENT SUPPLIES	76.47
I-603992		AIR FRESH, SCREENS, GLOVES	90.38			
4/20/2020	AP	DUE: 5/20/2020 DISC: 5/20/2020		1099: N		
		AIR FRESH, SCREENS, GLOVES 1/3		900 5-026-520	DEPARTMENT SUPPLIES	30.13
		AIR FRESH, SCREENS, GLOVES 1/3		900 5-027-520	DEPARTMENT SUPPLIES	30.13
		AIR FRESH, SCREENS, GLOVES 1/3		010 5-163-520	DEPARTMENT SUPPLIES	30.12
		=== VENDOR TOTALS ===	1,622.08			
=====						
01-53743		G & G DOZER LLC				
I-03102020		DEMOLITION OF 3 PROPERTIES	25,450.00			
3/10/2020	AP	DUE: 4/09/2020 DISC: 4/09/2020		1099: Y		
		DEMOLITION OF 3 PROPERTIES		700 5-000-424	CONTRACTUAL AGREEMENTS	25,450.00
		=== VENDOR TOTALS ===	25,450.00			
=====						
01-01499		GARY'S AUTOMOTIVE				
I-202004148268		VALVE COVER SET, LABOR	400.00			
4/07/2020	AP	DUE: 5/07/2020 DISC: 5/07/2020		1099: Y		
		VALVE COVER SET, LABOR		010 5-023-680	VEHICLE-PARTS	107.15
		R/R VALVE COVERS, GASKETS		010 5-023-690	VEHICLE-LABOR	292.85
I-202004148272		BRAKE ROTOR X 2, PADS, LABOR	263.94			
4/09/2020	AP	DUE: 5/09/2020 DISC: 5/09/2020		1099: Y		
		BRAKE ROTOR X 2, PADS		010 5-023-680	VEHICLE-PARTS	178.94
		R/R ROTORS, PADS		010 5-023-690	VEHICLE-LABOR	85.00
		=== VENDOR TOTALS ===	663.94			

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=====						
01-54017 GRAND RIVER DAM AUTHORITY						
=====						
I-53,910		3/20 POWER PURCHASE	2,049,864.19			
4/03/2020	AP	DRAFT				

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=====							
01-01750	HEYMANN IRON & METAL						
I-0016520		ANGLE IRON X 20 FT.	48.18				
4/08/2020	AP	DUE: 5/08/2020 DISC: 5/08/2020		1099: Y			
		ANGLE IRON X 20 FT.		800 5-020-520	DEPARTMENT SUPPLIES	48.18	
		=== VENDOR TOTALS ===	48.18				
=====							
01-54630	HUGO'S INDUSTRIAL SUPPLY, INC.						
I-236790		BUSINESS CARD HOLDER	3.26				
4/07/2020	AP	DUE: 5/07/2020 DISC: 5/07/2020		1099: N			
		BUSINESS CARD HOLDER		010 5-019-550	OFFICE SUPPLIES	3.26	
I-237142		NITRILE GLOVES	720.00				
4/10/2020	AP	DUE: 5/10/2020 DISC: 5/10/2020		1099: N			
		NITRILE GLOVES		010 5-023-562	JAIL EXPENSE	720.00	
I-237349		LABEL TAPE CASSETTE	7.99				
4/15/2020	AP	DUE: 5/15/2020 DISC: 5/15/2020		1099: N			
		LABEL TAPE CASSETTE		010 5-023-550	OFFICE SUPPLIES	7.99	
		=== VENDOR TOTALS ===	731.25				
=====							
01-54685	IBT, INC.						
I-7635699		OMEGA COUPLING-UPFLOW DRIVE	296.10				
4/10/2020	AP	DUE: 5/10/2020 DISC: 5/10/2020		1099: N			
		OMEGA COUPLING-UPFLOW DRIVE		900 5-036-620	EQUIPMENT MAINTENANCE	296.10	
I-7638264		BEARING	99.02				
4/16/2020	AP	DUE: 5/16/2020 DISC: 5/16/2020		1099: N			
		BEARING		760 5-000-620	EQUIPMENT MAINTENANCE	99.02	
		=== VENDOR TOTALS ===	395.12				
=====							
01-01910	IRONTIME SALES, INC.						
I-2813		CONCRETE BUCKET RENTAL	26.00				
4/08/2020	AP	DUE: 5/08/2020 DISC: 5/08/2020		1099: N			
		CONCRETE BUCKET RENTAL		450 5-000-448	EQUIPMENT-RENTAL/SERVICE	26.00	
		=== VENDOR TOTALS ===	26.00				

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=====						
01-55157	J HARLEN COMPANY, INC.					
=====						
I-1328430		GROUND CLAMPS X 6	107.71			
4/09/2020	AP	DUE: 4/09/2020 DISC: 4/09/2020		1099: N		
		GROUND CLAMPS X 6		800 5-020-520	DEPARTMENT SUPPLIES	107.71
		=== VENDOR TOTALS ===	107.71			
=====						
01-01530	JAMES E. BARNARD					
=====						
I-825135		CLEAN, REPAIR RADIATOR	165.00			
4/09/2020	AP	DUE: 5/09/2020 DISC: 5/09/2020		1099: Y		
		CLEAN, REPAIR RADIATOR		800 5-020-690	VEHICLE-LABOR	165.00
		=== VENDOR TOTALS ===	165.00			
=====						
01-01864	JOHN AMEIGH/COFFEYVILLE MUNICI					
=====						
I-202004228310		RESTITUTION CASE NO 18-8807	22.00			
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		RESTITUTION CASE NO 18-8807		010 5-013-432	DEPT REIMBURSEMENT	22.00
		=== VENDOR TOTALS ===	22.00			
=====						
01-01575	JULIANNA LOVELESS					
=====						
I-202004228311		RESTITUTION CASE NO 18-10645	100.00			
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		RESTITUTION CASE NO 18-10645		010 5-013-432	DEPT REIMBURSEMENT	100.00
		=== VENDOR TOTALS ===	100.00			
=====						
01-55305	KAESER COMPRESSORS, INC.					
=====						
I-913762328		PARTS, LABOR-REPLC VENT VALVE	1,199.22			
4/09/2020	AP	DUE: 4/09/2020 DISC: 4/09/2020		1099: N		
		PARTS, LABOR-REPLC VENT VALVE		800 5-030-620	EQUIPMENT MAINTENANCE	1,199.22
		=== VENDOR TOTALS ===	1,199.22			
=====						
01-55600	KANSAS DEPARTMENT OF HEALTH &					
=====						
I-202004218285		ANNUAL WASTEWATER PERMIT	740.00			
4/03/2020	AP	DUE: 5/03/2020 DISC: 5/03/2020		1099: N		
		ANNUAL WASTEWATER PERMIT		900 5-037-486	TAXES, LICENSES, PERMITS	740.00
		=== VENDOR TOTALS ===	740.00			

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SEQUENCE : ALPHABETIC

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-----ID-----		GROSS		P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-55610	KANSAS DEPARTMENT OF REVENUE					
I-202004248322		3/20 HGC SALES TAX	342.76			
3/31/2020	AP	DRAFT 4/24/2020		1099: N		
		3/20 HGC SALES TAX		370 5-000-486	TAXES, LICENSES, PERMITS	342.76
		=== VENDOR TOTALS ===	342.76			
=====						
01-55620	KANSAS DEPARTMENT OF REVENUE					
I-2020-1		1ST QTR 2020 WATER FEES	10,375.02			
3/31/2020	AP	DUE: 4/30/2020 DISC: 4/30/2020		1099: N		
		1ST QTR 2020 WATER PROTECTION		900 5-046-495	WATER PROTECTION FEE	5,354.85
		1ST QTR 2020 CLEAN DRINKING		900 5-046-497	CLEAN DRINKING WATER FEE	5,020.17
I-202004248323		3/20 STATE, CITY SALES TAX	42,917.18			
3/31/2020	AP	DRAFT 4/24/2020		1099: N		
		3/20 STATE SALES TAX		210 5-000-486	TAXES, LICENSES, PERMITS	25,640.85
		3/20 CITY SALES TAX		210 5-000-486	TAXES, LICENSES, PERMITS	17,276.33
I-202004248324		4/20 ESTIMATED SALES TAX	1,000.00			
3/31/2020	AP	DRAFT 4/24/2020		1099: N		
		4/20 ESTIMATED STATE TAX		210 5-000-486	TAXES, LICENSES, PERMITS	500.00
		4/20 ESTIMATED CITY TAX		210 5-000-486	TAXES, LICENSES, PERMITS	500.00
		=== VENDOR TOTALS ===	54,292.20			
=====						
01-55790	KANSAS MUNICIPAL UTILITIES, IN					
I-15268		2ND QTR 2020 TRAINING DUES	3,875.00			
4/02/2020	AP	DUE: 5/02/2020 DISC: 5/02/2020		1099: N		
		2ND QTR 2020 TRAINING DUES		800 5-040-478	PROFESSIONAL SERVICES	1,550.00
		2ND QTR 2020 TRAINING DUES		010 5-131-478	PROFESSIONAL SERVICES	697.50
		2ND QTR 2020 TRAINING DUES		370 5-000-478	PROFESSIONAL SERVICES	38.75
		2ND QTR 2020 TRAINING DUES		760 5-000-478	PROFESSIONAL SERVICES	38.75
		2ND QTR 2020 TRAINING DUES		900 5-046-478	PROFESSIONAL SERVICES	775.00
		2ND QTR 2020 TRAINING DUES		900 5-047-478	PROFESSIONAL SERVICES	775.00
		=== VENDOR TOTALS ===	3,875.00			
=====						
01-56153	LACAL EQUIPMENT, INC.					
I-0319839-IN		BEARING WITH CAP X 2	347.56			
4/13/2020	AP	DUE: 5/13/2020 DISC: 5/13/2020		1099: N		
		BEARING WITH CAP X 2		760 5-000-620	EQUIPMENT MAINTENANCE	347.56
		=== VENDOR TOTALS ===	347.56			

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=====						
01-56500 LOCKE SUPPLY COMPANY						
I-39823398-00		DIAPHRAGM X 20-FLUSHOMETER-VM	95.38			
4/13/2020	AP	DUE: 5/13/2020 DISC: 5/13/2020		1099: N		
		DIAPHRAGM X 20-FLUSHOMETER-VMS		900 5-026-572	SUPPLIES-OTHER	95.38
=== VENDOR TOTALS ===			95.38			
=====						
01-01391 MANUEL O'NEAL IV						
I-202004228312		RESTITUTION CASE NO 16-11001	150.00			
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		RESTITUTION CASE NO 16-11001		010 5-013-432	DEPT REIMBURSEMENT	150.00
=== VENDOR TOTALS ===			150.00			
=====						
01-56558 MCCARTY'S OFFICE MACHINES, INC						
I-V77396-00		NOTE PADS X 2	11.78			
4/13/2020	AP	DUE: 5/13/2020 DISC: 5/13/2020		1099: N		
		NOTE PADS X 2		800 5-030-550	OFFICE SUPPLIES	11.78
=== VENDOR TOTALS ===			11.78			
=====						
01-56640 MCMASTER-CARR SUPPLY COMPANY						
I-37976884		COUPLER FOR MIXER	24.33			
4/09/2020	AP	DUE: 5/09/2020 DISC: 5/09/2020		1099: N		
		COUPLER FOR MIXER		900 5-036-620	EQUIPMENT MAINTENANCE	24.33
=== VENDOR TOTALS ===			24.33			
=====						
01-56965 MID-AMERICA PUMP LLC						
I-41854		SHAFT SLEEVE, NUT, THREADS	438.00			
4/09/2020	AP	DUE: 4/09/2020 DISC: 4/09/2020		1099: N		
		SHAFT SLEEVE, NUT, THREADS		900 5-026-620	EQUIPMENT MAINTENANCE	438.00
=== VENDOR TOTALS ===			438.00			
=====						
01-57100 MIDWEST MINERALS, LLC						
I-420166		1.9 TON AB-3 ROCK-HOLE FILL	17.77			
4/07/2020	AP	DUE: 5/07/2020 DISC: 5/07/2020		1099: N		
		1.9 TON AB-3 ROCK-HOLE FILL		800 5-020-565	ROCK-SAND-DIRT	17.77
I-421567		22.45 TON OF AB-3	209.91			
4/13/2020	AP	DUE: 5/13/2020 DISC: 5/13/2020		1099: N		
		22.45 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	209.91

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=====							
01-57100	MIDWEST MINERALS, LLC		(** CONTINUED **)				
=====							
I-422294		10.42 TON OF AB-3	97.43				
4/15/2020	AP	DUE: 5/15/2020 DISC: 5/15/2020		1099: N			
		10.42 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	97.43	
=====							
I-423105		10 TON OF AB-3	93.50				
4/17/2020	AP	DUE: 5/17/2020 DISC: 5/17/2020		1099: N			
		10 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	93.50	
=====							
I-423505		19.26 TON OF AB-3	180.08				
4/20/2020	AP	DUE: 5/20/2020 DISC: 5/20/2020		1099: N			
		19.26 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	180.08	
		=== VENDOR TOTALS ===	598.69				
=====							
01-57280	MONTGOMERY COUNTY DEPARTMENT O						
=====							
I-202004148269		3/20 PRISONER BOARDING	455.00				
4/01/2020	AP	DUE: 5/01/2020 DISC: 5/01/2020		1099: N			
		3/20 PRISONER BOARDING		010 5-023-478	PROFESSIONAL SERVICES	455.00	
		=== VENDOR TOTALS ===	455.00				
=====							
01-02689	NO LIMIT POWERSPORTS - JON'S						
=====							
I-2514		LATCH ASSEMBLY X 7	56.70				
4/14/2020	AP	DUE: 4/14/2020 DISC: 4/14/2020		1099: N			
		LATCH ASSEMBLY X 7		010 5-163-620	EQUIPMENT MAINTENANCE	56.70	
		=== VENDOR TOTALS ===	56.70				
=====							
01-57837	NUESYNERGY, INC.						
=====							
I-N31125		3/20 ADMINISTRATIVE FEES	87.50				
4/08/2020	AP	DUE: 4/08/2020 DISC: 4/08/2020		1099: N			
		3/20 ADMINISTRATIVE FEES		010 5-014-424	CONTRACTUAL AGREEMENTS	2.50	
		3/20 ADMINISTRATIVE FEES		010 5-018-424	CONTRACTUAL AGREEMENTS	5.00	
		3/20 ADMINISTRATIVE FEES		010 5-019-424	CONTRACTUAL AGREEMENTS	2.50	
		3/20 ADMINISTRATIVE FEES		010 5-023-424	CONTRACTUAL AGREEMENTS	15.00	
		3/20 ADMINISTRATIVE FEES		010 5-041-424	CONTRACTUAL AGREEMENTS	7.50	
		3/20 ADMINISTRATIVE FEES		010 5-071-424	CONTRACTUAL AGREEMENTS	5.00	
		3/20 ADMINISTRATIVE FEES		010 5-163-424	CONTRACTUAL AGREEMENTS	2.50	
		3/20 ADMINISTRATIVE FEES		800 5-020-424	CONTRACTUAL AGREEMENTS	12.50	
		3/20 ADMINISTRATIVE FEES		800 5-022-424	CONTRACTUAL AGREEMENTS	2.50	
		3/20 ADMINISTRATIVE FEES		800 5-030-424	CONTRACTUAL AGREEMENTS	12.50	
		3/20 ADMINISTRATIVE FEES		800 5-040-424	CONTRACTUAL AGREEMENTS	2.50	
		3/20 ADMINISTRATIVE FEES		900 5-026-424	CONTRACTUAL AGREEMENTS	2.50	
		3/20 ADMINISTRATIVE FEES		900 5-027-424	CONTRACTUAL AGREEMENTS	2.50	
		3/20 ADMINISTRATIVE FEES		900 5-037-424	CONTRACTUAL AGREEMENTS	10.00	
		3/20 ADMINISTRATIVE FEES		900 5-046-424	CONTRACTUAL AGREEMENTS	2.50	
		=== VENDOR TOTALS ===	87.50				

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=====							
01-02720		O'REILLY AUTOMOTIVE, INC.					
C-0144-345317		RETURN COOLANT HOSE	47.41CR				
4/08/2020	AP	DUE: 4/08/2020 DISC: 4/08/2020		1099: N			
		RETURN COOLANT HOSE		760 5-000-680	VEHICLE-PARTS	47.41CR	
C-0144-346125		RETURN BRAKE PAD	29.99CR				
4/13/2020	AP	DUE: 4/13/2020 DISC: 4/13/2020		1099: N			
		RETURN BRAKE PAD		010 5-163-680	VEHICLE-PARTS	29.99CR	
C-0144-346255		EXCHANGE IGNITION SWITCH	1.14CR				
4/14/2020	AP	DUE: 4/14/2020 DISC: 4/14/2020		1099: N			
		EXCHANGE IGNITION SWITCH		010 5-041-620	EQUIPMENT MAINTENANCE	1.14CR	
I-0144-344052		IGNITION SWITCH	34.69				
3/30/2020	AP	DUE: 4/29/2020 DISC: 4/29/2020		1099: N			
		IGNITION SWITCH		010 5-041-620	EQUIPMENT MAINTENANCE	34.69	
I-0144-345047		STEERING WHEEL COVER, ADAPTER	37.98				
4/07/2020	AP	DUE: 5/07/2020 DISC: 5/07/2020		1099: N			
		STEERING WHEEL COVER		010 5-163-590	VEHICLE-EQUIP SUPPLIES	22.99	
		ADAPTER		010 5-163-680	VEHICLE-PARTS	14.99	
I-0144-345237		PRESSURE TESTER	52.99				
4/08/2020	AP	DUE: 5/08/2020 DISC: 5/08/2020		1099: N			
		PRESSURE TESTER		010 5-163-580	TOOLS	52.99	
I-0144-345295		HUB ASSEMBLY X 2	324.68				
4/08/2020	AP	DUE: 5/08/2020 DISC: 5/08/2020		1099: N			
		HUB ASSEMBLY X 2		010 5-045-680	VEHICLE-PARTS	324.68	
I-0144-345299		BRAKE ROTOR X 2, PAD	99.99				
4/08/2020	AP	DUE: 5/08/2020 DISC: 5/08/2020		1099: N			
		BRAKE ROTOR X 2, PAD		010 5-045-680	VEHICLE-PARTS	99.99	
I-0144-346012		OIL FILTER, FUEL FILTER	25.86				
4/13/2020	AP	DUE: 5/13/2020 DISC: 5/13/2020		1099: N			
		OIL FILTER, FUEL FILTER		010 5-163-680	VEHICLE-PARTS	25.86	
I-0144-346042		BRAKE PAD X 2, ROTOR X 4	219.98				
4/13/2020	AP	DUE: 5/13/2020 DISC: 5/13/2020		1099: N			
		BRAKE PAD X 2, ROTOR X 4		010 5-163-680	VEHICLE-PARTS	219.98	
I-0144-346043		BRAKE PAD SPREADER	41.99				
4/13/2020	AP	DUE: 5/13/2020 DISC: 5/13/2020		1099: N			
		BRAKE PAD SPREADER		010 5-163-580	TOOLS	41.99	
I-0144-346055		BRAKE PAD	38.19				
4/13/2020	AP	DUE: 5/13/2020 DISC: 5/13/2020		1099: N			
		BRAKE PAD		010 5-163-680	VEHICLE-PARTS	38.19	
=== VENDOR TOTALS ===			797.81				

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=====						
01-02700	O.K. ELECTRIC WORKS, INC.					
I-16639		N PENN LIFT STATION FLOAT X 4	521.68			
4/17/2020	AP	DUE: 5/17/2020 DISC: 5/17/2020		1099: N		
		N PENN LIFT STATION FLOAT X 4		900 5-027-620	EQUIPMENT MAINTENANCE	521.68
=== VENDOR TOTALS ===			521.68			
=====						
01-02727	ORSCHLH COFFEYVILLE 36					
C-013025		RETURN COUPLER X 4	27.96CR			
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		RETURN COUPLER X 4		760 5-000-855	PIPE	27.96CR
I-010131		1 GALLON SPRAYER	9.99			
3/23/2020	AP	DUE: 3/23/2020 DISC: 3/23/2020		1099: N		
		1 GALLON SPRAYER		010 5-163-520	DEPARTMENT SUPPLIES	9.99
I-010633		SPRAY DYE	17.99			
3/26/2020	AP	DUE: 3/26/2020 DISC: 3/26/2020		1099: N		
		SPRAY DYE		010 5-163-525	CHEMICALS/FERTILIZERS/SE	17.99
I-010737		K9 FOOD	52.99			
3/26/2020	AP	DUE: 3/26/2020 DISC: 3/26/2020		1099: N		
		K9 FOOD		010 5-023-520	DEPARTMENT SUPPLIES	52.99
I-010749		PUMP FITTINGS	6.99			
3/26/2020	AP	DUE: 3/26/2020 DISC: 3/26/2020		1099: N		
		PUMP FITTINGS		010 5-163-620	EQUIPMENT MAINTENANCE	6.99
I-011279		K9 FOOD X 2	105.98			
3/28/2020	AP	DUE: 3/28/2020 DISC: 3/28/2020		1099: N		
		K9 FOOD X 2		010 5-023-520	DEPARTMENT SUPPLIES	105.98
I-011774		40 GALLON SPOT SPRAYER	199.99			
3/30/2020	AP	DUE: 3/30/2020 DISC: 3/30/2020		1099: N		
		40 GALLON SPOT SPRAYER		010 5-163-850	OTHER EQUIPMENT	199.99
I-011979		HYDRAULIC/TRANSMISSION FLUID	98.97			
4/01/2020	AP	DUE: 4/01/2020 DISC: 4/01/2020		1099: N		
		HYDRAULIC/TRANSMISSION FLUID		360 5-000-545	MOTOR FUELS/LUBRICANTS	98.97
I-011980		SPRAY DYE	34.99			
4/01/2020	AP	DUE: 4/01/2020 DISC: 4/01/2020		1099: N		
		SPRAY DYE		010 5-163-525	CHEMICALS/FERTILIZERS/SE	34.99
I-011985		SPRAY TIP X 2	53.98			
4/01/2020	AP	DUE: 4/01/2020 DISC: 4/01/2020		1099: N		
		SPRAY TIP X 2		760 5-000-620	EQUIPMENT MAINTENANCE	53.98

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=====						
01-02727	ORSCHLH	COFFEYVILLE 36	(** CONTINUED **)			
I-012143		PADLOCK, NUTS, BOLTS, WASHERS	19.28			
4/02/2020	AP	DUE: 4/02/2020 DISC: 4/02/2020		1099: N		
		PADLOCK, NUTS, BOLTS, WASHERS		010 5-163-520	DEPARTMENT SUPPLIES	19.28
I-012157		VALVE	99.99			
4/02/2020	AP	DUE: 4/02/2020 DISC: 4/02/2020		1099: N		
		VALVE		360 5-000-620	EQUIPMENT MAINTENANCE	99.99
I-012860		8" CULVERT, COUPLER, FITTING	152.94			
4/06/2020	AP	DUE: 4/06/2020 DISC: 4/06/2020		1099: N		
		8" CULVERT, COUPLER, FITTING		760 5-000-855	PIPE	152.94
I-012861		8" CULVERT PIPE X 4	399.96			
4/06/2020	AP	DUE: 4/06/2020 DISC: 4/06/2020		1099: N		
		8" CULVERT PIPE X 4		760 5-000-855	PIPE	399.96
I-012955		80# CONCRETE MIX X 2, SEALANT	18.96			
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		80# CONCRETE MIX X 2		760 5-000-510	CEMENT & ASPHALT	9.98
		SEALANT X 2		760 5-000-520	DEPARTMENT SUPPLIES	8.98
I-013173		OIL X 2, O-RINGS, FUNNEL	73.24			
4/08/2020	AP	DUE: 4/08/2020 DISC: 4/08/2020		1099: N		
		OIL X 2		900 5-037-545	MOTOR FUELS/LUBRICANTS	59.98
		O-RINGS, FUNNEL		900 5-037-520	DEPARTMENT SUPPLIES	13.26
I-013303		WIRE LEAD, ADAPTER	14.18			
4/09/2020	AP	DUE: 4/09/2020 DISC: 4/09/2020		1099: N		
		WIRE LEAD, ADAPTER		010 5-163-620	EQUIPMENT MAINTENANCE	14.18
I-019855		PADLOCK, HASP X 2	66.97			
3/22/2020	AP	DUE: 3/22/2020 DISC: 3/22/2020		1099: N		
		PADLOCK, HASP X 2		010 5-163-520	DEPARTMENT SUPPLIES	66.97
I-021583		K9 FOOD	52.99			
3/17/2020	AP	DUE: 3/17/2020 DISC: 3/17/2020		1099: N		
		K9 FOOD		010 5-023-520	DEPARTMENT SUPPLIES	52.99
I-024285		GARDEN HOSE	29.99			
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		GARDEN HOSE		010 5-163-520	DEPARTMENT SUPPLIES	29.99
=== VENDOR TOTALS ===			1,482.41			

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=====						
01-58037 PACE ANALYTICAL SERVICES, INC.						
I-2060102272		LAB TEST FOR STORMWATER	440.00			
4/01/2020	AP	DUE: 5/01/2020 DISC: 5/01/2020		1099: N		
		LAB TEST FOR STORMWATER		760 5-000-478	PROFESSIONAL SERVICES	440.00
=====						
I-2060103034		LAB TEST FOR WWTP	185.00			
4/13/2020	AP	DUE: 5/13/2020 DISC: 5/13/2020		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	185.00
=====						
I-2060103265		LAB TEST FOR WWTP	155.00			
4/16/2020	AP	DUE: 5/16/2020 DISC: 5/16/2020		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	155.00
=====						
I-2060103283		LAB TEST FOR WWTP	243.00			
4/16/2020	AP	DUE: 5/16/2020 DISC: 5/16/2020		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	243.00
		=== VENDOR TOTALS ===	1,023.00			
=====						
01-58091 PATRICIA ROSZEL						
I-202004218286		REPURCHASE CEMETERY PLOT	100.00			
4/16/2020	AP	DUE: 4/16/2020 DISC: 4/16/2020		1099: N		
		REPURCHASE CEMETERY PLOT		010 5-131-835	LAND	100.00
		=== VENDOR TOTALS ===	100.00			
=====						
01-58002 PCS TECHNOLOGIES, INC.						
I-37404		TELRAD GPS UNIT X 3	627.14			
4/13/2020	AP	DUE: 4/13/2020 DISC: 4/13/2020		1099: N		
		TELRAD GPS UNIT X 3		720 5-000-850	OTHER EQUIPMENT	627.14
		=== VENDOR TOTALS ===	627.14			
=====						
01-58180 PEREGRINE CORPORATION						
I-392923		3/26/20 UTILITY BILL PRINTING	673.03			
3/31/2020	AP	DUE: 3/31/2020 DISC: 3/31/2020		1099: N		
		3/26/20 UTILITY BILL PRINTING		010 5-017-478	PROFESSIONAL SERVICES	673.03
=====						
I-393764		4/7/20 UTILITY BILL PRINTING	1,270.54			
4/13/2020	AP	DUE: 4/13/2020 DISC: 4/13/2020		1099: N		
		4/7/20 UTILITY BILL PRINTING		010 5-017-478	PROFESSIONAL SERVICES	1,270.54
=====						
I-394181		4/14/20 LATE NOTICES	62.52			
4/16/2020	AP	DUE: 4/16/2020 DISC: 4/16/2020		1099: N		
		4/14/20 LATE NOTICES		010 5-017-478	PROFESSIONAL SERVICES	62.52

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=====						
01-58180	PEREGRINE CORPORATION	(** CONTINUED **)				
=====						
I-394182		4/14/20 LATE NOTICES	154.75			
4/16/2020	AP	DUE: 4/16/2020 DISC: 4/16/2020		1099: N		
		4/14/20 LATE NOTICES		010 5-017-478	PROFESSIONAL SERVICES	154.75
=== VENDOR TOTALS ===			2,160.84			
=====						
01-58610	QUALITY MOTORS OF INDEPENDENCE					
=====						
I-160015		TRANSMISSION DIAGNOSTICS	99.95			
2/21/2020	AP	DUE: 3/23/2020 DISC: 3/23/2020		1099: N		
		TRANSMISSION DIAGNOSTICS		010 5-023-690	VEHICLE-LABOR	99.95
=== VENDOR TOTALS ===			99.95			
=====						
01-03218	RACHEL ANDRUS					
=====						
I-202004228313		RESTITUTION CASE NO 18-6262	30.00			
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		RESTITUTION CASE NO 18-6262		010 5-013-432	DEPT REIMBURSEMENT	30.00
=== VENDOR TOTALS ===			30.00			
=====						
01-58811	REBECCA BROWN					
=====						
I-202004148270		REFUND SETOFF 15-1330-17	124.76			
3/13/2020	AP	DUE: 3/13/2020 DISC: 3/13/2020		1099: N		
		REFUND SETOFF 15-1330-17		800 5-020-484	REIMBURSEMENTS	124.76
=== VENDOR TOTALS ===			124.76			
=====						
01-58850	REPUBLIC SERVICES #376					
=====						
I-0376-000410238		3/20 RESIDENTIAL SERVICE	33,161.80			
3/25/2020	AP	DUE: 3/25/2020 DISC: 3/25/2020		1099: N		
		3/20 RESIDENTIAL SERVICE		700 5-000-478	PROFESSIONAL SERVICES	33,161.80
=====						
I-0376-000410426		4/20 CITY CONTRACT	2,974.81			
3/31/2020	AP	DUE: 3/31/2020 DISC: 3/31/2020		1099: N		
		ELECTRIC GENERATION		800 5-030-424	CONTRACTUAL AGREEMENTS	58.75
		ELECTRIC DISTRIBUTION		800 5-020-424	CONTRACTUAL AGREEMENTS	58.75
		WATER TREATMENT PLANT		900 5-036-424	CONTRACTUAL AGREEMENTS	58.75
		PUBLIC SERVICE BARN-40 YD		010 5-163-478	PROFESSIONAL SERVICES	620.27
		PUBLIC SERVICE BARN		010 5-163-424	CONTRACTUAL AGREEMENTS	58.75
		LIBRARY		020 5-140-424	CONTRACTUAL AGREEMENTS	75.30
		WASTEWATER TREATMENT PLANT		900 5-047-424	CONTRACTUAL AGREEMENTS	58.75
		HILLCREST GOLF COURSE		370 5-000-424	CONTRACTUAL AGREEMENTS	103.87
		FAIRVIEW CEMETERY		010 5-163-424	CONTRACTUAL AGREEMENTS	15.04
		CITY HALL		010 5-091-424	CONTRACTUAL AGREEMENTS	37.65
		FIRE DEPARTMENT		010 5-041-424	CONTRACTUAL AGREEMENTS	15.04
		FIRE DEPARTMENT 6-YD		010 5-041-478	PROFESSIONAL SERVICES	145.00

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-58850	REPUBLIC SERVICES #376	(** CONTINUED **)				
		WOODS RV PARK		010 5-163-424	CONTRACTUAL AGREEMENTS	180.48
		RIVERCREST RV PARK		010 5-163-424	CONTRACTUAL AGREEMENTS	182.81
		WALTER JOHNSON PARK PLAYGROUND		010 5-163-424	CONTRACTUAL AGREEMENTS	75.20
		RON STEVENSON BUILDING		010 5-163-424	CONTRACTUAL AGREEMENTS	15.04
		LECLERE PARK		010 5-163-424	CONTRACTUAL AGREEMENTS	75.20
		PFISTER PARK		010 5-163-424	CONTRACTUAL AGREEMENTS	112.50
		HARMON PARK		010 5-163-424	CONTRACTUAL AGREEMENTS	45.12
		AIRPORT		360 5-000-424	CONTRACTUAL AGREEMENTS	37.65
		BROWN MANSION		010 5-163-424	CONTRACTUAL AGREEMENTS	37.65
		ANIMAL SHELTER		010 5-025-424	CONTRACTUAL AGREEMENTS	58.75
		SHOOTING RANGE		010 5-023-424	CONTRACTUAL AGREEMENTS	15.04
		SYCAMORE PARK		010 5-163-424	CONTRACTUAL AGREEMENTS	15.04
		ROOSEVELT DRIVE		010 5-163-424	CONTRACTUAL AGREEMENTS	15.04
		NEW GENERATION		800 5-030-424	CONTRACTUAL AGREEMENTS	37.65
		EMERGENCY SERVICES 1/2		010 5-023-424	CONTRACTUAL AGREEMENTS	29.38
		EMERGENCY SERVICES 1/2		010 5-041-424	CONTRACTUAL AGREEMENTS	29.37
		OAKCREST LODGE		010 5-163-424	CONTRACTUAL AGREEMENTS	15.04
		WASTEWATER TREATMENT 20-YD		900 5-047-478	PROFESSIONAL SERVICES	691.93
		=== VENDOR TOTALS ===	36,136.61			
=====						
01-58869	RESCUE SOURCE					
I-22275		HOSE INFLATION SYSTEM	414.95			
4/15/2020	AP	DUE: 4/15/2020 DISC: 4/15/2020		1099: N		
		HOSE INFLATION SYSTEM		010 5-041-850	OTHER EQUIPMENT	414.95
		=== VENDOR TOTALS ===	414.95			
=====						
01-03217	ROGER L. GOSSARD					
I-202004148271		4/20 INDIGENT DEFENDER	800.00			
4/13/2020	AP	DUE: 4/13/2020 DISC: 4/13/2020		1099: Y		
		4/20 INDIGENT DEFENDER		010 5-013-478	PROFESSIONAL SERVICES	800.00
		=== VENDOR TOTALS ===	800.00			
=====						
01-03213	SAVE-A-LOT/CITY OF COFFEYVILLE					
I-202004228314		RESTITUTION CASE NO 18-1433(1)	19.00			
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		RESTITUTION CASE NO 18-1433(1)		010 5-013-432	DEPT REIMBURSEMENT	19.00
I-202004228315		RESTITUTION CASE NO 14-8173	30.00			
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		RESTITUTION CASE NO 14-8173		010 5-013-432	DEPT REIMBURSEMENT	30.00
		=== VENDOR TOTALS ===	49.00			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03385	SEK	READY MIX, INC.				
I-3601		8.5 CY-S WALNUT JOINT REPAIR	884.00			
3/23/2020	AP	DUE: 3/23/2020 DISC: 3/23/2020		1099: N		
		8.5 CY-S WALNUT JOINT REPAIR		010 5-163-510	CEMENT & ASPHALT	884.00
I-3604		8 CY-S WALNUT JOINT REPAIR	832.00			
3/25/2020	AP	DUE: 3/25/2020 DISC: 3/25/2020		1099: N		
		8 CY-S WALNUT JOINT REPAIR		010 5-163-510	CEMENT & ASPHALT	832.00
I-3614		5 CY-5TH/WALNUT UTILITY CUTS	520.00			
3/27/2020	AP	DUE: 3/27/2020 DISC: 3/27/2020		1099: N		
		5 CY-5TH/WALNUT UTILITY CUTS		900 5-026-510	CEMENT & ASPHALT	520.00
I-3618		7.25 CY-1200 BLK WILLOW	754.00			
3/31/2020	AP	DUE: 3/31/2020 DISC: 3/31/2020		1099: N		
		7.25 CY-1200 BLK WILLOW		900 5-026-510	CEMENT & ASPHALT	754.00
I-3624		1 CY-1200 BLK WILLOW	154.00			
4/02/2020	AP	DUE: 4/02/2020 DISC: 4/02/2020		1099: N		
		1 CY-1200 BLK WILLOW		900 5-026-510	CEMENT & ASPHALT	154.00
I-3632		6.5 CY-E 4TH UTILITY CUTS	676.00			
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		6.5 CY-E 4TH UTILITY CUTS		900 5-026-510	CEMENT & ASPHALT	676.00
I-3636		3.5 CY-DECK REPLACEMENT	364.00			
4/08/2020	AP	DUE: 4/08/2020 DISC: 4/08/2020		1099: N		
		3.5 CY-DECK REPLACEMENT		450 5-000-510	CEMENT & ASPHALT	364.00
I-3664		8.25 CY-700 BLK E 4TH CUTS	858.00			
4/16/2020	AP	DUE: 4/16/2020 DISC: 4/16/2020		1099: N		
		8.25 CY-700 BLK E 4TH CUTS		900 5-026-510	CEMENT & ASPHALT	858.00
=== VENDOR TOTALS ===			5,042.00			

01-59310 SEKRPC

I-18-PF-019 5-FINAL	PAY #5-GRANT ADMIN FEES	3,000.00				
4/20/2020	AP	DUE: 5/20/2020 DISC: 5/20/2020		1099: N		
	PAY #5-GRANT ADMIN FEES			520 5-220-478	PROFESSIONAL SERVICES	3,000.00
=== VENDOR TOTALS ===			3,000.00			

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=====							
01-59351 SHAWNEE MISSION FORD, INC.							
I-23804		2020 FORD EXPLORER INTERCEPTO	32,187.00				
4/01/2020	AP	DUE: 4/01/2020 DISC: 4/01/2020		1099: N			
		2020 FORD EXPLORER INTERCEPTOR		500 5-023-875	VEHICLES	32,187.00	
I-23805		2020 FORD EXPLORER INTERCEPTO	32,187.00				
4/01/2020	AP	DUE: 4/01/2020 DISC: 4/01/2020		1099: N			
		2020 FORD EXPLORER INTERCEPTOR		500 5-023-875	VEHICLES	32,187.00	
		=== VENDOR TOTALS ===	64,374.00				
=====							
01-03460 SHERWIN WILLIAMS COMPANY							
I-3454-4		PAINT ROLLERS, FOAM BRUSHES	18.14				
4/07/2020	AP	DUE: 5/07/2020 DISC: 5/07/2020		1099: N			
		PAINT ROLLERS, FOAM BRUSHES		800 5-030-520	DEPARTMENT SUPPLIES	18.14	
I-3610-1		PAINT ROLLER COVERS X 2	12.64				
4/14/2020	AP	DUE: 5/14/2020 DISC: 5/14/2020		1099: N			
		PAINT ROLLER COVERS X 2		800 5-030-520	DEPARTMENT SUPPLIES	12.64	
I-3693-7		PAINT BRUSHES,LINERS,THINNER	300.68				
4/17/2020	AP	DUE: 5/17/2020 DISC: 5/17/2020		1099: N			
		PAINT BRUSHES,LINERS,THINNER		800 5-030-520	DEPARTMENT SUPPLIES	300.68	
I-3694-5		PAINT ROLLER COVERS X 6	18.37				
4/17/2020	AP	DUE: 5/17/2020 DISC: 5/17/2020		1099: N			
		PAINT ROLLER COVERS X 6		800 5-030-520	DEPARTMENT SUPPLIES	18.37	
		=== VENDOR TOTALS ===	349.83				
=====							
01-59722 SOUTHWEST POWER POOL, INC.							
I-TRN-20200331-CMLP		3/20 TRANSMISSION SERVICE	320,459.41				
3/31/2020	AP	DRAFT 4/16/2020		1099: N			
		3/20 TRANSMISSION SVC-LINDE		800 5-070-426	NETWORK TRANSMISSION SER	56,940.51	
		3/20 TRANSMISSION SVC-CITY		800 5-022-426	NETWORK TRANSMISSION SER	263,503.90	
		WIRE FEE		800 5-030-478	PROFESSIONAL SERVICES	15.00	
		=== VENDOR TOTALS ===	320,459.41				
=====							
01-59800 SOUTHWESTERN POWER ADMINISTRAT							
I-20-447		3/20 ENERGY PURCHASE	16,298.28				
4/08/2020	AP	DUE: 5/08/2020 DISC: 5/08/2020		1099: N			
		3/20 ENERGY PURCHASE		800 5-030-538	ENERGY-PURCHASE FIRM	16,298.28	
		=== VENDOR TOTALS ===	16,298.28				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-03645	STRIMPLE SIGN & OUTDOOR POWER,						
I-31482		BELT	59.95				
4/14/2020	AP	DUE: 5/14/2020 DISC: 5/14/2020		1099: N			
		BELT		900 5-037-620	EQUIPMENT MAINTENANCE	59.95	
=== VENDOR TOTALS ===			59.95				
=====							
01-60173	TACO BELL						
I-202004228316		RESTITUTION CASE NO 19-7878	40.00				
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N			
		RESTITUTION CASE NO 19-7878		010 5-013-432	DEPT REIMBURSEMENT	40.00	
=== VENDOR TOTALS ===			40.00				
=====							
01-03770	THOMPSON BROTHERS SUPPLIES, IN						
I-773192		SAFETY GLASSES X 12 PAIR	30.96				
3/26/2020	AP	DUE: 4/25/2020 DISC: 4/25/2020		1099: N			
		SAFETY GLASSES X 12 PAIR		010 5-163-570	SAFETY EQUIPMENT	30.96	
I-774075		COMPRESSED HYDROGEN X 4	116.50				
4/08/2020	AP	DUE: 5/08/2020 DISC: 5/08/2020		1099: N			
		COMPRESSED HYDROGEN X 4		800 5-030-525	CHEMICALS/FERTILIZERS/SE	116.50	
I-774231		ELECTRODE HOLDER	42.00				
4/09/2020	AP	DUE: 5/09/2020 DISC: 5/09/2020		1099: N			
		ELECTRODE HOLDER		010 5-163-620	EQUIPMENT MAINTENANCE	42.00	
I-774263		CUTTING TORCH REPAIR	77.50				
4/09/2020	AP	DUE: 5/09/2020 DISC: 5/09/2020		1099: N			
		CUTTING TORCH REPAIR		370 5-000-620	EQUIPMENT MAINTENANCE	77.50	
I-774672		COMPRESSED HYDROGEN X 4	116.50				
4/16/2020	AP	DUE: 5/16/2020 DISC: 5/16/2020		1099: N			
		COMPRESSED HYDROGEN X 4		800 5-030-525	CHEMICALS/FERTILIZERS/SE	116.50	
I-774929		SAFETY GLASSES X 2	16.28				
4/20/2020	AP	DUE: 5/20/2020 DISC: 5/20/2020		1099: N			
		SAFETY GLASSES X 2		800 5-020-570	SAFETY EQUIPMENT	16.28	
=== VENDOR TOTALS ===			399.74				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03774	TIA HART/COFFEYVILLE MUNICIPAL					
I-202004228317		RESTITUTION CASE NO 14-8300	130.00			
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		RESTITUTION CASE NO 14-8300		010 5-013-432	DEPT REIMBURSEMENT	130.00
		=== VENDOR TOTALS ===	130.00			
=====						
01-03810	TOOL SUPPLY, INC.					
I-0097609-00		HEADGEAR X 3, FACE SHIELD X 3	39.15			
4/08/2020	AP	DUE: 5/08/2020 DISC: 5/08/2020		1099: N		
		HEADGEAR X 3, FACE SHIELD X 3		900 5-027-570	SAFETY EQUIPMENT	39.15
I-0097640-00		GRINDING DISCS,CUTOFF WHEEL	90.75			
4/14/2020	AP	DUE: 5/14/2020 DISC: 5/14/2020		1099: N		
		GRINDING DISCS,CUTOFF WHEEL		800 5-030-520	DEPARTMENT SUPPLIES	90.75
		=== VENDOR TOTALS ===	129.90			
=====						
01-60412	TOTAL FILTRATION SERVICES, INC					
I-PSV2027344		AIR FILTERS X 132-GEN #2	515.63			
4/02/2020	AP	DUE: 4/02/2020 DISC: 4/02/2020		1099: N		
		AIR FILTERS X 132-GEN #2		800 5-030-520	DEPARTMENT SUPPLIES	515.63
I-PSV2028318		AIR PANEL FILTER X 20-GEN #2	521.42			
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		AIR PANEL FILTER X 20-GEN #2		800 5-030-520	DEPARTMENT SUPPLIES	521.42
		=== VENDOR TOTALS ===	1,037.05			
=====						
01-03840	TRI-STATE ELECTRIC SUPPLY COMP					
I-1018142-00		BUSS FUSE X 2-AIRPORT REPAIRS	14.50			
3/30/2020	AP	DUE: 4/29/2020 DISC: 4/29/2020		1099: N		
		BUSS FUSE X 2-AIRPORT REPAIRS		800 5-020-572	SUPPLIES-OTHER	14.50
I-1018143-00		WIRING FOR LIFT STATION REPAI	324.59			
3/30/2020	AP	DUE: 4/29/2020 DISC: 4/29/2020		1099: N		
		WIRING FOR LIFT STATION REPAIR		800 5-020-572	SUPPLIES-OTHER	324.59
I-1018144-00		BOX,RECEPTACLE-CITY HALL RPR	17.66			
3/30/2020	AP	DUE: 4/29/2020 DISC: 4/29/2020		1099: N		
		BOX,RECEPTACLE-CITY HALL RPR		800 5-020-572	SUPPLIES-OTHER	17.66
I-1018145-00		FLEX CONDUIT,FITTINGS,SWITCH	199.82			
3/30/2020	AP	DUE: 4/29/2020 DISC: 4/29/2020		1099: N		
		FLEX CONDUIT,FITTINGS,SWITCH		800 5-020-520	DEPARTMENT SUPPLIES	199.82

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=====						
01-03840 TRI-STATE ELECTRIC SUPPLY COMP(** CONTINUED **)						
=====						
I-1018355-00		LED BULB X 25	265.00			
4/13/2020	AP	DUE: 5/13/2020 DISC: 5/13/2020		1099: N		
		LED BULB X 25		900 5-037-610	BUILDING MAINTENANCE	265.00
=====						
I-1018416-00		WASHERS, FITTINGS, LED LIGHTS	75.60			
3/30/2020	AP	DUE: 4/29/2020 DISC: 4/29/2020		1099: N		
		WASHERS, FITTINGS,CONNECTORS		800 5-020-520	DEPARTMENT SUPPLIES	15.47
		LED LIGHTS-STOCK		800 5-020-530	ELECTRICAL	60.13
=== VENDOR TOTALS ===			897.17			
=====						
01-60622 UMB BANK						
=====						
I-202004228320		3/20 CREDIT CARD CHARGES	2,966.87			
4/01/2020	AP	DUE: 4/01/2020 DISC: 4/01/2020		1099: N		
		CHANNEL 13 SOFTWARE		010 5-015-813	COMPUTER SOFTWARE	25.00
		OATI DIGITAL CERTIFICATE		800 5-022-424	CONTRACTUAL AGREEMENTS	200.00
		BUILDING INSPECTOR EXAM COURSE		010 5-071-428	CONFERENCES-SCHOOLS	217.00
		BUILDING INSPECTOR EXAM COURSE		010 5-071-428	CONFERENCES-SCHOOLS	217.00
		SPAM FILTER RNWL TAX REFUND		010 5-018-424	CONTRACTUAL AGREEMENTS	86.46CR
		REMOTE SUPPORT SOFTWARE		500 5-310-845	OFFICE FURNITURE & EQUIP	542.66
		SLING TV FOR PRO SHOP		370 5-000-424	CONTRACTUAL AGREEMENTS	43.80
		ADOBE ILLUSTRATOR PRO RATE FEE		010 5-018-424	CONTRACTUAL AGREEMENTS	21.97
		ONENOTE TRAINING WEBINAR		010 5-014-428	CONFERENCES-SCHOOLS	79.00
		HOTEL-MCPHERSON-KMU MTG		800 5-040-490	TRAVEL EXPENSE REIMBURSE	148.76
		ICC MEMBERSHIP RENEWAL		010 5-071-444	DUES/SUBSCRIPTION/PUBLIC	391.00
		MINI-FRIDGE FOR TRAINING ROOM		010 5-041-845	OFFICE FURNITURE & EQUIP	141.26
		STATION PANT X 2-COCKMAN		010 5-041-515	CLOTHING	37.93
		HOTEL X 2-NORMAN-WX SCHOOL		010 5-041-490	TRAVEL EXPENSE REIMBURSE	191.10
		NITRILE GLOVES X 4 CASES		010 5-041-520	DEPARTMENT SUPPLIES	239.60
		EGR VALVE PULLER SET		900 5-027-580	TOOLS	304.98
		8" ROUND DRAIN GRATE		760 5-000-555	PLUMBING SUPPLIES	22.94
		SECURITY MONITORING-EVIDENCE		010 5-023-478	PROFESSIONAL SERVICES	14.99
		SECURITY MONITORING-ARMORY		010 5-023-478	PROFESSIONAL SERVICES	14.99
		HOTEL-EL DORADO-EMD/EPD TRNG		010 5-023-490	TRAVEL EXPENSE REIMBURSE	199.35
=== VENDOR TOTALS ===			2,966.87			
=====						
01-60896 UTILITY FINANCIAL SOLUTIONS, L						
=====						
I-12238UFS		2020 FITCH RATING CALCULATION	6,210.00			
4/01/2020	AP	DUE: 4/01/2020 DISC: 4/01/2020		1099: N		
		2020 FITCH RATING CALCULATIONS		800 5-040-478	PROFESSIONAL SERVICES	6,210.00
=====						
I-9498UFS		COST OF SERVICE, RATE DESIGN	12,990.00			
4/01/2020	AP	DUE: 4/01/2020 DISC: 4/01/2020		1099: N		
		COST OF SERVICE, RATE DESIGN		800 5-040-478	PROFESSIONAL SERVICES	12,990.00
=== VENDOR TOTALS ===			19,200.00			

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=====							
01-61472		VERIZON BUSINESS					
I-64369938		4/20 B-SUB DEDICATED LINE	2,648.53				
4/10/2020	AP	DUE: 5/10/2020 DISC: 5/10/2020		1099: N			
		4/20 B-SUB DEDICATED LINE		800 5-070-416	COMMUNICATIONS	2,648.53	
		=== VENDOR TOTALS ===	2,648.53				
=====							
01-61477		VERIZON WIRELESS					
I-9851621801		4/20 CELL PHONES, HOT SPOTS	1,126.94				
4/01/2020	AP	DUE: 4/01/2020 DISC: 4/01/2020		1099: N			
		4/20 CELL PHONE		010 5-014-416	COMMUNICATIONS	54.81	
		4/20 CELL PHONE		010 5-015-416	COMMUNICATIONS	5.96CR	
		4/20 CELL PHONE		010 5-019-416	COMMUNICATIONS	44.04	
		4/20 CELL PHONE X 3, HOT SPOT		010 5-023-416	COMMUNICATIONS	239.41	
		4/20 CELL PHONE, HOT SPOT X 2		010 5-041-416	COMMUNICATIONS	124.06	
		4/20 CELL PHONE X 2		010 5-045-416	COMMUNICATIONS	38.08	
		4/20 CELL PHONE		760 5-000-416	COMMUNICATIONS	33.31	
		4/20 CELL PHONE X 2, HOT SPOTS		800 5-020-416	COMMUNICATIONS	146.80	
		4/20 CELL PHONE		800 5-030-416	COMMUNICATIONS	53.13	
		4/20 CELL PHONE		800 5-040-416	COMMUNICATIONS	53.13	
		4/20 CELL PHONE X 3, HOT SPOT		900 5-026-416	COMMUNICATIONS	159.76	
		4/20 CELL PHONE X 2		900 5-027-416	COMMUNICATIONS	66.62	
		4/20 CELL PHONE X 2		900 5-036-416	COMMUNICATIONS	86.44	
		4/20 CELL PHONE		900 5-037-416	COMMUNICATIONS	33.31	
		=== VENDOR TOTALS ===	1,126.94				
=====							
01-03222		WALMART #42					
I-202004218287		RESTITUTION CASE NO 15-10127	48.55				
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N			
		RESTITUTION CASE NO 15-10127		010 5-013-432	DEPT REIMBURSEMENT	48.55	
I-202004218288		RESTITUTION CASE NO 19-1787	250.00				
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N			
		RESTITUTION CASE NO 19-1787		010 5-013-432	DEPT REIMBURSEMENT	250.00	
I-202004218289		RESTITUTION CASE NO 18-9729	12.15				
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N			
		RESTITUTION CASE NO 18-9729		010 5-013-432	DEPT REIMBURSEMENT	12.15	
I-202004218290		RESTITUTION CASE NO 18-9729	12.15				
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N			
		RESTITUTION CASE NO 18-9729		010 5-013-432	DEPT REIMBURSEMENT	12.15	
I-202004218291		RESTITUTION CASE NO 18-9729	12.15				
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N			
		RESTITUTION CASE NO 18-9729		010 5-013-432	DEPT REIMBURSEMENT	12.15	

PACKET: 03847 AO 20-08 4.28.20 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-03222	WALMART #42	(** CONTINUED **)					
=====							
I-202004218292		RESTITUTION CASE NO 18-3537	28.95				
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N			
		RESTITUTION CASE NO 18-3537		010 5-013-432	DEPT REIMBURSEMENT	28.95	
=== VENDOR TOTALS ===			363.95				
=====							
01-04010	WALMART COMMUNITY BRC						
=====							
I-00070		VINEGAR, CLEANSER, SOAP, CLIP	45.28				
4/02/2020	AP	DUE: 5/02/2020 DISC: 5/02/2020		1099: N			
		VINEGAR, CLEANSER, SOAP		800 5-030-520	DEPARTMENT SUPPLIES	42.28	
		PAPER CLIPS		800 5-030-550	OFFICE SUPPLIES	3.00	
=====							
I-00413		MOP, VINEGAR, BLEACH, SOAP	25.36				
3/16/2020	AP	DUE: 4/15/2020 DISC: 4/15/2020		1099: N			
		MOP, VINEGAR, BLEACH, SOAP		800 5-020-520	DEPARTMENT SUPPLIES	25.36	
=====							
I-00917		FOOD, RAZORS, BATTERIES	151.27				
3/28/2020	AP	DUE: 4/27/2020 DISC: 4/27/2020		1099: N			
		FOOD FOR POTENTIAL QUARANTINE		010 5-041-521	SPECIAL EVENTS	103.25	
		RAZORS, BOTTLED WATER		010 5-041-520	DEPARTMENT SUPPLIES	15.54	
		AA BATTERIES		010 5-041-505	BATTERIES-NON VEHICLES	32.48	
=====							
I-02975		WIPES, LYSOL, BLEACH	22.49				
3/16/2020	AP	DUE: 4/15/2020 DISC: 4/15/2020		1099: N			
		WIPES, LYSOL, BLEACH		010 5-023-520	DEPARTMENT SUPPLIES	22.49	
=====							
I-03029		INK, MARKERS, SOAP	121.30				
3/25/2020	AP	DUE: 4/24/2020 DISC: 4/24/2020		1099: N			
		INK CARTRIDGE X 2		800 5-030-518	COMPUTER SUPPLIES	93.38	
		MARKERS, PENS		800 5-030-550	OFFICE SUPPLIES	21.55	
		SOAP REFILL X 2		800 5-030-520	DEPARTMENT SUPPLIES	6.37	
=====							
I-03970-1		DISINFECTING SPRAY	3.26				
3/26/2020	AP	DUE: 4/25/2020 DISC: 4/25/2020		1099: N			
		DISINFECTING SPRAY		800 5-020-520	DEPARTMENT SUPPLIES	3.26	
=====							
I-04941		DISPLAY TV X 2, MOUNTS FOR EE	215.92				
3/12/2020	AP	DUE: 4/11/2020 DISC: 4/11/2020		1099: N			
		DISPLAY TV X 2, MOUNTS FOR EE		500 5-310-845	OFFICE FURNITURE & EQUIP	215.92	
=====							
I-05817		BLEACH, 409, BUCKETS	65.21				
3/18/2020	AP	DUE: 4/17/2020 DISC: 4/17/2020		1099: N			
		BLEACH, 409, BUCKETS		010 5-041-520	DEPARTMENT SUPPLIES	65.21	
=====							
I-06201		BUCKETS, LIDS, SPRAY BOTTLES	29.46				
4/07/2020	AP	DUE: 5/07/2020 DISC: 5/07/2020		1099: N			
		BUCKETS, LIDS, SPRAY BOTTLES		800 5-030-520	DEPARTMENT SUPPLIES	29.46	

PACKET: 03847 AO 20-08 4.28.20 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-04010	WALMART COMMUNITY BRC	(** CONTINUED **)					
I-06246		SHOWER CURTAIN LINER-S RSTRM	29.76				
4/07/2020	AP	DUE: 5/07/2020 DISC: 5/07/2020		1099: N			
		SHOWER CURTAIN LINER-S RSTRM		010 5-163-520	DEPARTMENT SUPPLIES	29.76	
I-06354		DISINFECTING WIPES, SPRAY	28.86				
3/26/2020	AP	DUE: 4/25/2020 DISC: 4/25/2020		1099: N			
		DISINFECTING WIPES, SPRAY		010 5-023-520	DEPARTMENT SUPPLIES	28.86	
I-06755		DIGITAL RECORDER X 3	119.52				
3/27/2020	AP	DUE: 4/26/2020 DISC: 4/26/2020		1099: N			
		DIGITAL RECORDER X 3		010 5-023-520	DEPARTMENT SUPPLIES	119.52	
I-07130-1		TOWELS, REPELLENT	13.79				
4/13/2020	AP	DUE: 5/13/2020 DISC: 5/13/2020		1099: N			
		TOWELS, REPELLENT		010 5-041-520	DEPARTMENT SUPPLIES	13.79	
I-07154		WIPES, SPRAY, PENS, POST-ITS	140.30				
3/12/2020	AP	DUE: 4/11/2020 DISC: 4/11/2020		1099: N			
		DISINFECTING WIPES, SPRAY 1/2		800 5-020-520	DEPARTMENT SUPPLIES	66.76	
		DISINFECTING WIPES, SPRAY 1/2		800 5-030-520	DEPARTMENT SUPPLIES	66.75	
		PENS, POST-ITS		800 5-020-550	OFFICE SUPPLIES	6.79	
I-07177		D. GRIGG RETIREMENT, MEALS	107.03				
3/12/2020	AP	DUE: 4/11/2020 DISC: 4/11/2020		1099: N			
		D. GRIGG RTRMNT RECEPTION		010 5-023-521	SPECIAL EVENTS	55.22	
		PRISONER MEAL X 30		010 5-023-562	JAIL EXPENSE	37.20	
		ENVELOPES, LEGAL PADS, PENS		010 5-023-550	OFFICE SUPPLIES	14.61	
I-07974		TOWELS, BOTTLED WATER	53.38				
3/17/2020	AP	DUE: 4/16/2020 DISC: 4/16/2020		1099: N			
		TOWELS, BOTTLED WATER		010 5-041-520	DEPARTMENT SUPPLIES	53.38	
I-08029-1		AIR FRESH, BLEACH	18.42				
3/18/2020	AP	DUE: 4/17/2020 DISC: 4/17/2020		1099: N			
		AIR FRESH, BLEACH		010 5-091-520	DEPARTMENT SUPPLIES	18.42	
I-08537-1		DISPLAY MONITOR X 3, MOUNTS	427.88				
3/23/2020	AP	DUE: 4/22/2020 DISC: 4/22/2020		1099: N			
		DISPLAY MONITOR X 3, MOUNTS		800 5-030-845	OFFICE FURNITURE & EQUIP	427.88	
I-08606-1		COPY PAPER, CLIPS, MARKERS	37.76				
3/24/2020	AP	DUE: 4/23/2020 DISC: 4/23/2020		1099: N			
		COPY PAPER, CLIPS, MARKERS		900 5-026-550	OFFICE SUPPLIES	37.76	
I-09017		TRASH CAN, DETERGENT	24.59				
3/25/2020	AP	DUE: 4/24/2020 DISC: 4/24/2020		1099: N			
		TRASH CAN, DETERGENT		010 5-041-520	DEPARTMENT SUPPLIES	24.59	

PACKET: 03847 AO 20-08 4.28.20 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-04010	WALMART COMMUNITY BRC	(** CONTINUED **)					
I-09018		DETERGENT	19.83				
3/30/2020	AP	DUE: 4/29/2020 DISC: 4/29/2020		1099: N			
		DETERGENT		010 5-041-520	DEPARTMENT SUPPLIES	19.83	
I-09019		FOOD FOR POTENTIAL QUARANTINE	110.32				
3/30/2020	AP	DUE: 4/29/2020 DISC: 4/29/2020		1099: N			
		FOOD FOR POTENTIAL QUARANTINE		010 5-041-521	SPECIAL EVENTS	110.32	
I-09614-1		SCOURING PADS, SOAP	12.63				
3/24/2020	AP	DUE: 4/23/2020 DISC: 4/23/2020		1099: N			
		SCOURING PADS, SOAP		800 5-020-520	DEPARTMENT SUPPLIES	12.63	
I-09617-1		STORAGE BOXES, DOOR STOP	69.22				
4/13/2020	AP	DUE: 5/13/2020 DISC: 5/13/2020		1099: N			
		STORAGE BOXES, DOOR STOP		010 5-023-520	DEPARTMENT SUPPLIES	69.22	
I-09618		SHIPPING LABELS	8.88				
4/13/2020	AP	DUE: 5/13/2020 DISC: 5/13/2020		1099: N			
		SHIPPING LABELS		010 5-023-550	OFFICE SUPPLIES	8.88	
I-202004228319		3/20 LATE CHARGE	7.67				
4/16/2020	AP	DUE: 5/16/2020 DISC: 5/16/2020		1099: N			
		3/20 LATE CHARGE		010 5-131-520	DEPARTMENT SUPPLIES	7.67	
I-2648-1		LAMINATING POUCHES, TAPE	26.72				
3/23/2020	AP	DUE: 4/22/2020 DISC: 4/22/2020		1099: N			
		LAMINATING POUCHES-SIGNAGE		010 5-163-550	OFFICE SUPPLIES	22.84	
		DUCK TAPE		010 5-018-520	DEPARTMENT SUPPLIES	3.88	
I-6230		BUCKETS, LIDS, CUP, PAIL	44.29				
4/07/2020	AP	DUE: 5/07/2020 DISC: 5/07/2020		1099: N			
		BUCKETS, LIDS, CUP, PAIL		800 5-030-520	DEPARTMENT SUPPLIES	44.29	
		=== VENDOR TOTALS ===	1,980.40				
=====							
01-61042	WARTSILA NORTH AMERICA, INC.						
I-102203084		8K HOUR MAINTENANCE INTERVAL	13,053.63				
4/07/2020	AP	DUE: 4/07/2020 DISC: 4/07/2020		1099: N			
		8K HOUR MAINTENANCE INTERVAL		800 5-030-620	EQUIPMENT MAINTENANCE	13,053.63	
		=== VENDOR TOTALS ===	13,053.63				
		=== PACKET TOTALS ===	2,931,867.89				

**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
20-08

<u>Date</u>	<u>Amount</u>
April 19, 2020	\$ 378,122.61
Total Payroll	\$ 378,122.61

		CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	04/28/2020		
RESOLUTION OR ORDINANCE NUMBER			
AGENDA TITLE	A Public Hearing to close-out the 10 th Street CDBG Grant No. 18-PF-019 street improvement project.		
REQUESTING DEPARTMENT	Public Works, Engineering		
PRESENTER	Chuck Shively, Director of Public Works		
FISCAL INFORMATION	Cost as recommended:	N/A	
	Budget Line Item:	N/A	
	Balance Available	N/A	
	New Appropriation Required:	[] Yes [X] No	
PURPOSE	To hold a Public Hearing, as required to close-out the 10 th Street CDBG Grant No. 18-PF-019 street improvement project.		
BACKGROUND	One of the requirements for close-out of the Community Development Block Grant (CDBG) that we received from the Kansas Department of Commerce, is to hold a Public Hearing to evaluate the performance of the grant, and to allow for public comments.		
SPECIAL NOTES	Due to the COVID-19 social distancing recommendations, the City requested that the public view the Public Hearing on line or on television, in lieu of attending the Public Hearing in person. Comments may be submitted by email and will become a part of the City's CDBG Citizen Participation Plan..		

ANALYSIS	During construction we discovered that the stormwater inlets and pipe at the intersection of 10th & Harding was in bad condition and that it would be prudent to replace them while the intersection was under construction. The Stormwater Utility contracted with Jeff Graham to complete the work for \$21,400.00. That additional expense was included in the grant project. <table><tr><td></td><td><u>GRANT BUDGET</u></td><td><u>FINAL ACTUAL PROJECT EXPENSES</u></td></tr><tr><td>CDBG</td><td>\$330,000.00</td><td>\$320,500.00</td></tr><tr><td>CITY</td><td><u>\$400,000.00</u></td><td><u>\$383,866.09</u></td></tr><tr><td>TOTAL</td><td>\$730,000.00</td><td>\$704,366.09</td></tr></table> Even with the additional stormwater expense, the project was completed \$25,633.91 under budget.		<u>GRANT BUDGET</u>	<u>FINAL ACTUAL PROJECT EXPENSES</u>	CDBG	\$330,000.00	\$320,500.00	CITY	<u>\$400,000.00</u>	<u>\$383,866.09</u>	TOTAL	\$730,000.00	\$704,366.09
	<u>GRANT BUDGET</u>	<u>FINAL ACTUAL PROJECT EXPENSES</u>											
CDBG	\$330,000.00	\$320,500.00											
CITY	<u>\$400,000.00</u>	<u>\$383,866.09</u>											
TOTAL	\$730,000.00	\$704,366.09											
PUBLIC INFORMATION PROCESS	A Public Hearing Notice was published in the Coffeyville Journal on April 18, 2020.												
BOARD OR COMMISSION RECOMMENDATION	N/A												
STAFF RECOMMENDATION	Hold the required Public hearing to close-out the grant.												
REFERENCE DOCUMENTS ATTACHED	N/A												

(Please publish in the Coffeyville Journal on April 18, 2020 for the City of Coffeyville, KS)

PUBLIC HEARING NOTICE
10th Street Road Improvement Project
City of Coffeyville

The City of Coffeyville will hold a public hearing on Tuesday, April 28, 2020, at 6:30 p.m. located in the City Commission Room, 102 W. 7th, Coffeyville, KS, for the purpose of evaluating the performance of Grant No. 18-PF-019 which consisted of a street improvement project. Specifically, the project proposed street improvements on 10th Street which included Priority 1 and Priority 2 improvements. Priority 1 consisted of milling and overlaying of 10th Street, from the east side of Gillam Street to Camden Street, and partial concrete replacement at the intersections of 10th & Washita, 10th & Hickman, and 10th & Harding, with curb and gutter replacement, including handicap access ramps and driveway entrances. Priority 2 (alternatives if funding allows) included: alternative 1 consisting of full depth replacement of the intersection of 10th and Harding with concrete, and alternative 2 consisting of full depth replacement of the intersection of 10th and Hickman with concrete.

At the conclusion of the project, all activities listed in Priority 1 were completed. This grant was funded from the Kansas Department of Commerce, Small Cities Community Development Block Grant (CDBG) funds and City of Coffeyville funds.

Due to the COVID-19 pandemic, the public is requested to view the Public Hearing on Cox Cable channel 13 or on the internet at “www.coffeyville.com”, in lieu of attending the Public Hearing in person. All aspects of the grant will be discussed and written comments will be recorded and become a part of the City’s CDBG Citizen Participation Plan. Comments may be submitted by email to “information@coffeyville.com”.

Reasonable accommodations will be made available to persons with disabilities. Requests should be submitted to the City Clerk, at 620-252-6100 before 12:00 noon on Monday, April 13, 2020.

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	4-28-2020	
RESOLUTION OR ORDINANCE NUMBER	Resolution R-20-23	
AGENDA TITLE	Building Permit Fee Waiver Policy	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Mark Hall	
FISCAL INFORMATION	Cost as recommended:	\$0.00
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	To encourage responsible development in the City. The City of Coffeyville Building Permit Fee Waiver Program specifically addresses these goals by encouraging commercial and residential growth, development, construction and rehabilitation.	
BACKGROUND	In 2019, the Building Inspection Department only received a total of \$6,767.50 in various permit fees. Currently, a large amount of work being done within the City limits is not permitted. The lack of permitting creates a public safety issue regarding official inspection of the work being performed. The lack of permitting also effects valuation, which translates into increased property taxes for the services required by the public. The City of Coffeyville wishes to encourage growth and development; the waiver of building inspection permit fees would be less expense than new construction owners would bear.	

SPECIAL NOTES	Department Heads and Union personnel
ANALYSIS	Building Inspection Department permit fee analysis
PUBLIC INFORMATION PROCESS	Announcement of the Building Permit Fee Waiver Policy. All licensed trades will be notified.
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	For City Commission consideration the approval of the City of Coffeyville Building Permit Fee Waiver Policy Resolution R-20-23.
REFERENCE DOCUMENTS ATTACHED	Resolution and City of Coffeyville Building Permit Fee Waiver Policy.

RESOLUTION NO. R-20-23

A RESOLUTION AUTHORIZING THE WAIVER OF CERTAIN BUILDING PERMIT AND INSPECTION FEES IN ORDER TO ENCOURAGE HOUSING CONSTRUCTION AND REHABILITATION AND BUSINESS GROWTH AND DEVELOPMENT.

WHEREAS, the City of Coffeyville has adopted certain building permit and inspection fees relating to the construction of and repairs to properties within the city, pursuant to an approved Fee Schedule; and

WHEREAS, the City Commission has the discretion and desire to waive such fees in order to encourage housing construction and rehabilitation and business growth and development within the city, subject to the conditions set forth in this Resolution.

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

1. That the City of Coffeyville Building Permit Fee Waiver Policy, a copy of which is attached hereto as "Attachment A" be and is hereby approved.

2. That the City Manager be and is hereby authorized to implement the said Policy, effective as of April 29, 2020, until continuing thereafter until further action by the City Commission.

ADOPTED THIS 28th DAY OF APRIL 2020.

Paul Bauer, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

Attachment A
City of Coffeyville Building Permit Fee Waiver Policy
Effective April 29, 2020

Policy Statement

It is the policy of the City of Coffeyville to encourage responsible development in the City. The City of Coffeyville Building Permit Fee Waiver Program specifically addresses these goals by encouraging commercial and residential growth, development, construction, and rehabilitation.

Program Description

Eligible projects under this program will receive a waiver of City of Coffeyville Building Permit fees, which may include permit and inspection fees associated with planning, building, plumbing, mechanical, electrical, construction, and related administrative fees. The City reserves the right to terminate the Permit Fee Waiver Program at any time, for any reason, without notice, or for the convenience of the City of Coffeyville.

Program Goals

Fee waivers will support the overall policy goals of the City for the following reasons:

1. Supporting the creation, restoration, development and preservation of residential housing, citywide.
2. Increasing and stimulating the redevelopment of underutilized buildings through the rehabilitation, restoration, upgrade, and adaptive re-use of existing structures.
3. Encouraging the development and expansion of small businesses and targeted industry development projects.

Eligibility

Fee waivers will support eligible projects through one of six (6) categories: Residential Housing; Residential Housing Rehabilitation; Historic Rehabilitation and Restoration; Commercial Development; Commercial Expansion; and Commercial Rehabilitation. The waiver of fees shall be capped at \$10,000 per project, per annum, unless otherwise expanded by the City Commission. Unless otherwise noted, criteria and waiver amounts for one category of the Building Permit Fee Waiver Program will not apply to another category.

For the purposes of this program, a project is defined as a development on a property consisting of new construction, restoration, rehabilitation, repair or maintenance of an existing structure, or a combination thereof.

The following projects are eligible for permit fee waivers:

1. Projects located within the city limits of Coffeyville.
2. Projects appropriately zoned for the intended use.
3. Projects current on all property taxes.
4. Projects current on all City utilities.

The following projects are NOT eligible for permit fee waivers.

1. Projects within a FEMA-designated floodplain.
2. Projects located outside the city limits of Coffeyville.
3. Projects not appropriately zoned for the intended use.
4. Projects that are not current on all property taxes.
5. Projects that are not current on all City utilities.
6. Projects commenced without obtaining required building permits or undergoing required inspections.

Procedures

A fully completed and timely application for a building permit must be submitted to the City of Coffeyville before work begins. Upon approval of the application, a building permit will be issued.

Approval

The City Manager or the City Manager's designee shall approve building permit fee waivers that satisfy the conditions of this Policy. There is no guarantee that a permit fee waiver will be granted to any entity, even if the entity meets all of the requirements of this Policy. The decision of the City Manager or the City Manager's designee on a permit fee waiver under this Policy is final.



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

MEETING DATE	April 28 th 2020	
RESOLUTION OR ORDINANCE NUMBER	Resolution No. R-20-24	
AGENDA TITLE	A Resolution to amend the City of Coffeyville fee schedule for 2020.	
REQUESTING DEPARTMENT	Engineering	
PRESENTER	Mark Hall, City manager Presenting	
FISCAL INFORMATION	Cost as recommended:	n/a
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE		
BACKGROUND	The City of Coffeyville fee schedule includes fees for licenses and permits, cemetery services, utility fees, admissions, golf course, t-hangars, building permits and miscellaneous other services in the city. When our ordinances were codified, fees were removed from the ordinances and wording included to state fees would be adopted by a fee schedule. The following recommended changes are to add consequences to violating the permitting process: • Work Starting without a permit • Failure to request required inspections Currently the consequence is to come get your permit thus incentivizing the attempt to get away without it. With these added Fees the building inspection department will have the tools it needs to ensure permits are being pulled.	

	This resolution only sets the fee. Provisions for applying the fee are part of the ICC codes adopted by the city.
SPECIAL NOTES	• A copy of the suggested permit violation fees is include in the attached documents as well as a complete fee schedule (changes highlighted in Gray). • The Engineering Staff is working to re-evaluate the building permit costs and add several additional categories to make permit fees fall more in line with other Class 1 cities throughout Kansas and making the permitting valuation process easier to understand.
ANALYSIS	
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Adopt the 2020 City of Coffeyville fee schedule as presented.
REFERENCE DOCUMENTS ATTACHED	Amended fee schedule; Building permit violation fees chart; Res-R-20-24 permit violation- Fee Schedule

RESOLUTION NO. R-20-24

A RESOLUTION TO APPROVE THE 2020 FEE SCHEDULE FOR THE CITY OF COFFEYVILLE.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the amended fee schedule for the City of Coffeyville be approved.

ADOPTED THIS 28th DAY OF APRIL, 2020.

Paul Bauer, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

Work started without a permit		
Home owner		
1st offence	double permit fee	
2nd offence	double permit fee +	\$50.00
3rd offence	double permit fee +	\$100.00 & ineligible for additional homeowner permit for 1 year
4th offence	refer to court	
Contractor		
1st offence	double permit fee +	\$100.00
2nd offence	double permit fee +	\$300.00
3rd offence	double permit fee +	\$500.00 & ineligible for additional permits for 1 year
4th offence	refer to court	
Failure to request required inspections		
1st offence		\$50.00
2nd offence		\$100.00
3rd offence		\$200.00 ineligible for additional permit for 1 year and/or loss of license

CITY OF COFFEYVILLE
FEE SCHEDULE - EFFECTIVE 1/1/2020

TYPE	FEE
AQUATIC CENTER	
Ages 3 & up	\$3
Ages 0-2	Free
Group rate - 20 or more ages 3 & up	\$2.50 per person
Punch cards - 10 swims	\$25
ALCOHOL	
Alcoholic Liquor	
Consumption on premises	\$250 + state license
Packaged liquor	\$300 + state license
Cereal Malt Beverage	
Consumption off premises	\$50 + \$25 state stamp
Consumption on premises	\$150 + \$25 state stamp
CEMETERY	
Plots	
Cremation Plot (Restlawn only)	\$200
Columbarium (cremation)	\$750 2 spaces
Per plot	\$300
Babyland	no charge
Burials	
Burial Monday-Friday, 9-5	\$425
Burial Saturday or holiday 9-1	\$550
Overtime: Each hour over	\$125
Cremation Monday-Friday 9-5	\$150
Cremation Saturday or holiday 9-1	\$250
Overtime: Each hour over	\$75
Services	
Patio (no charge for veterans)	\$100
Assist in tent set up	\$100
Stone setting approval/staking	\$35
Disinter	2X burial fee
Pet Garden	
Pet garden plot	\$75 cremation only, maximum 2 pets per plot
Pet burial Monday-Friday, 9-5 only	\$150
COFFEYVILLE WIRELESS INTERNET FEES	
Coffeyville Connection - In Town (where available)	
Basic - download speed up to 1 Mbps/upload to 512	\$2.50/day; \$5/week; \$10/month
Standard - download up to 3 Mbps/upload to 1 Mbps	\$25/month
Premium - download up to 5 Mbps/upload to 2 Mbps	\$40/month
Coffeyville Wireless Internet - Rural (where available)	
Installation - includes 1 static IP address	\$125
Packages	
Download up to 1.5 Mbps/upload to 512 Kbps	\$39.95
Download up to 2 Mbps/upload to 768 Kbps	\$49.95
Download up to 6 Mbps/upload to 1 Mbps	\$59.95
Download up to 8 Mbps/upload to 3 Mbps	\$79.95
Download up to 10 Mbps/upload to 5 Mbps	\$99.95
Service call	\$35 per hour
Turn off/turn on fee	\$25.00
Late payment	5% of bill

CITY OF COFFEYVILLE
FEE SCHEDULE - EFFECTIVE 1/1/2020

TYPE	FEE
HILLCREST GOLF COURSE	
Green Fees	
Monday - Thursday, 9 holes	\$12
Monday-Thursday, 18 holes	\$17
Friday, Saturday, Sunday, Holidays, 9 holes	\$14
Friday, Saturday, Sunday, Holidays, 18 holes	\$19
Jr. Rate (17 & under) 9 & 18-holes	\$7
10 Play Pass Cards	
9-holes	\$100
18-holes	\$150
Range Ball Pass Cards	
10 large buckets	\$40
Golf Cart Rental - motorized cart	
9-holes	\$8 per person
18-holes	\$12 per person
Pull Cart	\$2 per day
Trail Fees for Personal Carts* - motorized cart	
9-holes	\$4
18-holes	\$8
Yearly fee option for pass holders only	\$100
*included in cart shed rental for pass holders only	
Cart Shed Rental	\$250 per year
Annual Green Fees	
Family/Couple - children 18 & under live in same house	\$900
Senior Couple (both husband and wife must be 65 or over)	\$700
Single	\$700
Senior Single (Age 62 and over)	\$600
Student (ages 18-22)	\$240
Junior (ages 17 & under)	\$120
LICENSE - NON-REFUNDABLE FEES	
Contractor	\$50 + certificate of insurance
Electric	
Apprentice Electrician	\$35
Electric Contractor	\$50 + certificate of insurance
Journeyman Electrician	\$35
Master/Contractor Electrician (one man operation)	\$50 + certificate of insurance
Master Electrician	\$35
Residential Wireman	\$35
Gasfitter	
Gasfitter Contractor	\$50 + certificate of insurance
Journeyman Gasfitter	\$35
Master/Contractor Gasfitter (one man operation)	\$50 + certificate of insurance
Master Gasfitter	\$35
Plumbing	
Journeyman Plumber	\$35
Master Plumber	\$35
Master/Contractor Plumber (one man operation)	\$50 + certificate of insurance
Plumbing Contractor	\$50 + certificate of insurance

CITY OF COFFEYVILLE
FEE SCHEDULE - EFFECTIVE 1/1/2020

TYPE	FEE
Kennel	\$35 + proper zoning & inspection
Livestock in City Limits	\$35 + inspection
Micro Utility Vehicle	\$25 + proof of insurance
Mobile Home Park	\$50 + \$2/site
Pawnbroker	\$25
Residential Landlord Occupation License	\$50 + \$2/each property or unit (\$50 re-inspection fee)
Sidewalk Dining	\$100 + insurance, tax sales report, site plan
Sign Business	\$50 + certificate of insurance
Taxi Cab	\$50 + proof of insurance & vehicle inspection
Trash truck	\$500 + proof of insurance & vehicle inspection
PERMITTING	
BUILDING PERMITS	Total Valuation
	\$1 - \$500
	\$15
	\$501 - \$2,000
	\$15 for the first \$500 plus \$2 for each additional \$100, or fraction thereof, to and including \$2,000
	\$2,001 - \$25,000
	\$45 for the first \$2,000 plus \$9 for each additional \$1,000 or fraction thereof, to and including \$25,000
	\$25,001 - \$50,000
	\$252 for first \$25,000 plus \$6.50 for each additional \$1,000 or fraction thereof, to and including \$50,000
	\$50,001 - \$100,000
	\$414.50 for first \$50,000 plus \$4.50 for each additional \$1,000 or fraction thereof, to and including \$100,000
	\$100,001 - \$500,000
	\$639.50 for first \$100,000 plus \$3.50 for each additional \$1,000 or fraction thereof, to and including \$500,000
	\$500,001 - \$1,000,000
	\$2,039.50 for first \$500,000 plus \$3 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
	\$1,000,001 and up
	\$3,539.50 for the first \$1,000,000 plus \$2 for each additional \$1,000 or fraction thereof
	Curb Cut
	\$25 residential/\$150 commercial
	Demolition
	\$25
	Electric and Plumbing Permits
	\$10
	Excavation Permit
	\$25
	FAILURE TO REQUEST REQUIRED INSPECTIONS
	1st offense
	\$50
	2nd offense
	\$100
	3rd offense
	\$200 & ineligible for additional permits for 1 year and/or loss of license
	Occupancy Certificate
	\$5
	Sign
	\$10
	WORK STARTED WITHOUT A PERMIT
	Home owner
	1st offense
	double permit fee
	2nd offense
	double permit fee + \$50
	3rd offense
	double permit fee + \$100 & ineligible for additional permits for 1 year
	4th offense
	refer to court
	Contractor
	1st offense
	double permit fee + \$100
	2nd offense
	double permit fee + \$300
	3rd offense
	double permit fee + \$500 & unable to pull additional permits for 1 year
	4th offense
	refer to court

CITY OF COFFEYVILLE
FEE SCHEDULE - EFFECTIVE 1/1/2020

TYPE	FEE	
MISCELLANEOUS		
	Animal impound	\$5/day collected by Shelter; nc if picked up within 24 hrs
	Building Rental	
	Oakcrest	\$25/day plus \$35 deposit
	Ron Stevenson Building	\$75/day plus \$75 deposit
	Walter Johnson Park Stadium	\$250/day plus \$50 utilities plus \$200 cleaning deposit
	Walter Johnson Park barns/arena	\$50/day plus \$200 deposit
	Youth Activities Center	\$100/day individual; \$200/day commercial; \$100 deposit
	Campground Fees	\$8/day water & electric \$15/day water, electric & sewer
	Credit Card Surcharge Fee	1.75% of total transaction
	Dog tag	\$4/year (collected by shelter)
	Electric Dept escort fee for oversize load	After hours - actual cost
	Fire contracts	\$200 residential/\$350 commercial
	Fireworks stand	\$150 + daily inspection by FD
	Garage sale	\$3/three days
	Insufficient Fund Fee	\$30
	Open records request	\$0.25 pg + staff time if necessary, not to exceed actual cost
	Transient Vendor	\$50/three days
	T-Hangar rentals	\$95 & \$100
	Vehicle storage	\$25/day storage
NUISANCE ABATEMENT		
	Code Enforcement nuisance abatement	actual cost
	24-Hour Curbside Abatement	actual cost of cleanup + 51% + \$100
UTILITY DEPOSITS		
Electric	Residential - all electric	\$100
	Residential - non all electric	\$60
	Residential 3-phase	\$300 minimum
	Residential - bad payment history	2 times required deposit
	Commercial	1/6 est. annual billing (\$100 min)
Water/Sewer	Residential	\$60
	Residential - bad payment history	2 times required deposit
	Commercial	1/6 est. annual billing (\$100 min)
UTILITY FEES		
Electric	Construction Service	
	Cost of installation and removal	\$100 minimum
	Oilfield - inc. 1 span and transformer	\$1,000
	Additional spans	actual cost
	Temporary service	
	Cost of installation and removal	\$100 minimum
	Service Connection	
	Service re-connect - 8 a.m. - 4 p.m.	\$25
	Service re-connect - after hours	\$100
	Disconnect overhead - 8 a.m. - 4 p.m.	no charge
	Disconnect overhead - after hours	\$100
	Residential Service Overhead	
	Single phase - up to 250'	no charge
	Single phase - over 250'	See Line Extension Policy
	Services requiring primary extension	See Line Extension Policy
	Residential Service Underground	
	Single phase - up to 70' incl conduit & wire	no charge
	customer responsible for excess of 70'	
	Service requiring primary extension	See Line Extension Policy
	Commercial	
	Underground cable installed in conduit	no charge
	customer provides trench & wire/conduit	
	Electric meter testing - customer request	actual cost; minimum \$75 (no charge if meter tests bad)
	Pole attachment fee	\$5 per pole per year
	Transfer Fee	
	Transfer of service to another location	\$15 per meter
	Tampering with meter	\$100

CITY OF COFFEYVILLE
FEE SCHEDULE - EFFECTIVE 1/1/2020

TYPE		FEE
Water/Sewer	Private fire protection	actual cost
	Water tap fee - 3/4 in	\$500
	1 inch	actual cost
	2 inch	actual cost
	4 inch & larger	actual cost
	Service Connection	
	Service re-connect - 8 a.m. - 4 p.m.	\$25
	Service re-connect - after hours	\$100
	Sewer tap fee - up to 4 inch	\$450
	6 inch	actual cost
	Sewer cap and plug - 4 inch	\$450
	6 inch & larger	actual cost
	Moving or reducing water service line from 1" to 5/8"	\$150
UTILITY FEES		
Water/Sewer	Transfer Fee	
	Transfer of service to another location	\$15 per meter
	Alley rock repair for water/sewer work	\$150
	Asphalt repair for water/sewer work	\$275
	Temporary water service from fire hydrant	
	Security deposit	\$250
	Connection	\$25
	Change in location	\$25
	Disconnect	\$25
	Tampering with meter	\$100
	Water meter testing - customer request	
	5/8 inch meter	\$25 (no charge if meter tests bad)
	1 inch and larger	actual cost; minimum \$75 (no charge if meter tests bad)
	Sewer surcharge	
	Suspended solids in excess of 240 mg/L	\$0.0004961 per 1,000 gallons per mg/L
	BOD in excess of 250 mg/L	\$0.0004762 per 1,000 gallons per mg/L
	Out of district sewer connection charge	\$100
	Stormwater Residential	\$7
	Stormwater Commercial	\$15
WEED LOTS		
	Mowing cost	Cost of mowing + 51% + \$100
ZONING		
	Conditional Use	\$125 + cost to obtain property ownership list
	Home Occupation	\$125 + cost to obtain property ownership list
	Mobile Home Court	\$125 + cost to obtain property ownership list
	PUD	\$175 + cost to obtain property ownership list
	Rezoning	\$175 + cost to obtain property ownership list
	Special Exception	\$125 + cost to obtain property ownership list
	Vacation	\$125 + cost to obtain property ownership list
	Variance	\$125 + cost to obtain property ownership list

		CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	April 28, 2020		
RESOLUTION OR ORDINANCE NUMBER	S-20-02		
AGENDA TITLE	First Reading of an Ordinance authorizing the execution of a loan agreement between the City of Coffeyville, Kansas and the state of Kansas, acting by and through the Kansas Department of Health and Environment for the purpose of obtaining a loan from the Kansas Public Water Supply Loan Fund for the purpose of financing a public water supply project; establishing a dedicated source of revenue for repayment of such loan; authorizing and approving certain documents in connection therewith; and authorizing certain other actions in connection with the loan agreement.		
REQUESTING DEPARTMENT	Public Works/Water Utility		
PRESENTER	Chuck Shively, Director of Public Works		
FISCAL INFORMATION	Cost as recommended:	Not to exceed \$2,700,000.00	
	Budget Line Item:	N/A	
	Balance Available	N/A	
	New Appropriation Required:	☐ Yes ☒ No	
PURPOSE			
BACKGROUND	As we have discussed previously, City Electric Utility and Water Utility staff have been working on a project for installation of an Electric Utility and Water Utility Advanced Metering Infrastructure (AMI) System. Water Utility and Wastewater Utility staff have also been working on a project for installation of a Supervisory Control and Data Acquisition (SCADA) System for the Water and Wastewater Utilities.		

SPECIAL NOTES	
ANALYSIS	Staff has proposed funding the water portion of the two projects with a loan from the Kansas Public Water Supply Loan Fund (KPWSFL), which is administered by the Kansas Department of Health & Environment (KDHE). Last December the City Commission authorized staff to submit an application for the loan from the KPWSLF, for the water utility portion of the two projects. Last week staff received the proposed loan agreement from KDHE. The loan is for an amount not to exceed \$2,700,000.00. The proposed loan interest rate is 1.50% per annum. The term of the proposed loan is 20 years.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	The Ordinance requires approval on two readings then publication in the newspaper. Staff recommends that the City Commission approve the First Reading of the Ordinance authorizing execution of the loan agreement.
REFERENCE DOCUMENTS ATTACHED	Ordinance authorizing the loan agreement. Loan Agreement.

(Published in the Coffeyville Journal on _____)

ORDINANCE NO. S-20-02

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF COFFEYVILLE, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

WHEREAS, the Safe Drinking Water Act Amendments of 1996 [PL 104-182] to the Safe Drinking Water Act (the “Federal Act”) established the Drinking Water Loan Fund to assist public water supply systems in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the “EPA”) to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state’s revolving fund; and

WHEREAS, by passage of the Kansas Public Water Supply Loan Act, K.S.A. 65-163d *et seq.*, as amended (the “Loan Act”), the State of Kansas (the “State”) has established the Kansas Public Water Supply Loan Fund (the “Revolving Fund”) for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment (“KDHE”) is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the “Authority”) and KDHE have entered into a Master Indenture (the “Master Indenture”) pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public water supply projects (the “Projects”) and to pledge the Loan Repayments (as defined in the Master Indenture) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the “Bonds”) for the purpose of providing funds to implement the State’s requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, City of Coffeyville, Kansas (the “Municipality”) is a municipality as said term is defined in the Loan Act which operates a water system (the “System”); and

WHEREAS, the System is a Public Water Supply System, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvement to its System consisting of the following:

Replace approximately 4,000 water meters, install an advanced meter reading system, and upgrade the Supervisory Control and Data Acquisition (SCADA) system at the water treatment plant.
(the “Project”); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-15-50 through 28-15-65 (the “Regulations”) applicable thereto necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount not to exceed \$2,700,000.00 (the “Loan”) in order to finance the Project; and

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement.

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

Section 1. Authorization of Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of April 1, 2020, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the “Loan Agreement”) to finance the Project Costs (as defined in the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the Municipality’s legal counsel, the Mayor’s execution of the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues (as defined in the Loan Agreement) sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, (c) pay all other amounts due at any time under the Loan Agreement, and (d) pay the principal of and interest on Additional Revenue Obligations (as defined in the Loan Agreement) as and when the same become due; provided, however, the pledge of the System Revenues contained herein and in the Loan Agreement (i) shall be subject to reasonable expenses of operation and maintenance of the System, and (ii) shall be junior and subordinate in all respects to the pledge of System Revenues to any Additional Revenue Obligations. In the event that the System Revenues are insufficient to meet the obligations under the Loan and Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement. In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk and other City officials and legal counsel are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Governing Law. The Ordinance and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

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PASSED by the governing body of the City on April 28, 2020 and signed by the Mayor.

(SEAL)

Pail Bauer, Mayor

ATTEST:

Melissa Carter, City Clerk

[APPROVED AS TO FORM ONLY.]

Paul Kritz, City Attorney

LOAN AGREEMENT

Between

**THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
ACTING ON BEHALF OF
THE STATE OF KANSAS**

and

CITY OF COFFEYVILLE, KANSAS

KPWSLF PROJECT NO. 2943

EFFECTIVE AS OF APRIL 1, 2020

The interest of the Kansas Department of Health and Environment ("KDHE") in the Loan Repayments to be made by the Municipality and certain other revenues (the "Revenues") under this Loan Agreement have been pledged and assigned to the Kansas Development Finance Authority (the "Authority") pursuant to a Master Indenture. The interest of the Authority in the Revenues has been pledged as security for the payment of the principal of, redemption premium, if any, and interest on the Authority's State Revolving Fund Revenue Bonds, pursuant to the Master Indenture.

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RECITALS

KANSAS PUBLIC WATER SUPPLY LOAN FUND LOAN AGREEMENT

THIS LOAN AGREEMENT, effective as of April 1, 2020, by and between the KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT ("KDHE"), acting on behalf of THE STATE OF KANSAS (the "State"), and CITY OF COFFEYVILLE, KANSAS, a "Municipality" according to K.S.A. 65-163d, hereinafter referenced as the "Municipality";

WITNESSETH:

WHEREAS, the Safe Drinking Water Act Amendments of 1996 [PL 104-182] to the Safe Drinking Water Act (jointly, the "Federal Act") established the Drinking Water Loan Fund to assist public water supply systems in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Public Water Supply Loan Act, K.S.A. 65-163d *et seq.*, as amended (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Public Water Supply Loan Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary (the "Secretary") of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Secretary, Kansas Development Finance Authority (the "Authority"), and the Kansas Department of Administration (the "DOA") have entered into an Inter-Agency Agreement dated as of September 28, 2009, (jointly, the "Inter-Agency Agreement"), to define the cooperative relationship between KDHE, the DOA and the Authority to jointly administer certain provisions of the Loan Act; and

WHEREAS, the Authority and KDHE have supplemented the Inter-Agency Agreement by entering into a Master Indenture, dated as of November 1, 1997, as the same may be amended and supplemented from time to time (the "Master Indenture") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities (as defined in the Loan Act) for Public Water Supply Projects (the "Projects") and to pledge the Loan Repayments received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, the Municipality has made timely application to KDHE for a Loan to finance all or a portion of the Project Costs; and

WHEREAS, the State has approved the Municipality's application for a Loan, subject to the receipt of capitalization grants from the EPA pursuant to the Federal Act and proceeds of the Bonds when issued by the Authority.

NOW, THEREFORE, for and in consideration of the award of the Loan by KDHE, the Municipality agrees to complete its Project and to perform under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as a part hereof, as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

"Additional Payments" means the payments described in *Section 2.06* hereof.

"Additional Revenue Obligations" means any obligation for the payment of money undertaken by the Municipality which is payable from or secured by a pledge of, or lien upon, the System Revenues incurred after the date of execution and delivery of this Loan Agreement, and all Existing Revenue Obligations.

"Authority" means the Kansas Development Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns.

"Authorized Municipality Representative" means any person authorized pursuant to a resolution of the governing body of the Municipality to perform any act or execute any document relating to the Loan, or this Loan Agreement.

"Bonds" means the Kansas Development Finance Authority, Kansas Public Water Supply Revolving Loan Fund Revenue Bonds, issued in one or more series, pursuant to Master Bond Resolution No. 106, and supplements thereto.

"Code" means the Internal Revenue Code of 1986, and amendments thereto, and any applicable regulations thereunder promulgated by the Department of the Treasury.

"Continuing Disclosure Undertaking" means, with respect to any series of Bonds, the undertaking or agreement by KDHE and any other parties thereto with respect to continuing disclosure matters within the scope of the SEC Rule.

"Dedicated Source of Revenue" shall have the meaning ascribed thereto in *Exhibit B* attached hereto.

"EPA" means the Environmental Protection Agency of the United States, its successors and assigns.

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

- (a) failure by the Municipality to pay, or cause to be paid, any Loan Repayment required to be paid hereunder when due;
- (b) failure by the Municipality to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by KDHE, unless KDHE shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period KDHE may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the Event of Default is corrected;
- (c) failure by the KDHE to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Agreement which shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to KDHE by the Municipality, unless the Municipality shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Municipality may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by KDHE within the applicable period and diligently pursued until the Event of Default is corrected;
- (d) any representation made by or on behalf of the Municipality contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is intentionally false or misleading in any material respect;
- (e) any representation made by or on behalf of KDHE contained in this Agreement, or in any instrument furnished in compliance with or with reference to this Agreement, is intentionally false or misleading in any material respect;
- (f) a petition is filed by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality, such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal;
- (g) the Municipality shall generally fail to pay its debts as such debts become due;
- (h) failure of KDHE to promptly pay any Project Costs when reasonably requested to do so by the Municipality pursuant to *Section 2.03* hereof.

"Existing Revenue Obligation" means any obligation for the payment of money undertaken by the Municipality which is payable from or secured by a pledge of, or lien upon, the System Revenues existing or outstanding at the time of execution and delivery of this Loan Agreement by the Municipality.

"Federal Act" means the Safe Drinking Water Act, including the Safe Drinking Water Act Amendments of 1996 [PL 104-182] thereto.

"FIAC" means the Financial Integrity Assurance Conditions, attached hereto as *Exhibit I*.

"GAAP" means generally accepted accounting principles as applicable to municipal utility systems.

"Indebtedness" means any financial obligation of the Municipality evidenced by an instrument executed by the Municipality, including this Loan, Existing Revenue Obligations Additional Revenue Obligations, general obligation bonds or notes, lease or lease-purchase agreement or similar financial transactions.

"KDHE" means the Kansas Department of Health and Environment or its successors in interest.

"Loan" means the loan made by KDHE to the Municipality to finance or refinance a portion of the Project Costs pursuant to this Loan Agreement.

"Loan Act" means the Constitution and laws of the State of Kansas, including particularly K.S.A. 65-163d through 65-163u inclusive, as amended and supplemented.

"Loan Agreement" means this Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"Loan Repayments" means the payments payable by the Municipality pursuant to *Section 2.05* of this Loan Agreement.

"Loan Terms" means the terms of this Loan Agreement provided in *Article II* hereof.

"Municipal Fiscal Year" means the twelve-month period ending on December 31 of each year.

"Municipality" means City of Coffeyville, Kansas, its successors and assigns.

"Master Indenture" means the Master Indenture between the Authority and KDHE, dated as of November 1, 2010, and any agreement or agreements amendatory or supplemental thereto.

"Project" means the acquisition, design, construction, improvement, repair, rehabilitation or extension of the System described in *Exhibit A* hereto, which constitutes a project pursuant to the Loan Act for which KDHE is making a Loan to the Municipality pursuant to this Loan Agreement.

"Project Costs" means all costs or expenses which are necessary or incident to the Project and which are directly attributable thereto, including, but not limited to: (a) costs of any Loan reserves; (b) interest on the Loan during the construction of the Project; (c) principal of and interest on any temporary financing obligations issued by the Municipality to pay Project Costs incurred for contracts entered into on or after August 6, 1996; and (d) financing and administrative costs associated with the Loan Agreement.

"Public Water Supply System" means a system for the provision to the public of piped water for human consumption, if such system has at least ten (10) service connections or regularly serves an average of at least twenty-five (25) individuals daily at least sixty (60) days out of the year, and as further defined in K.S.A. 65-162a, and amendments thereto.

"Rating Agency" means Moody's Investors Service, Standard & Poor's Ratings Services, a

division of The McGraw-Hill Companies, Fitch Investors Service, Inc., and any other nationally recognized securities rating agency designated by the Authority.

"Regulations" means Kansas Administrative Regulations (K.A.R.) 28-15-50 to 28-15-65, and any amendments thereto promulgated by KDHE pursuant to the Loan Act.

"Revolving Fund" means the Kansas Public Water Supply Loan Fund established by the Loan Act.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time or such other similar rule regarding disclosure of information in securities transactions.

"Secretary" means the Secretary of KDHE

"State" means the State of Kansas, acting, unless otherwise specifically indicated, by and through KDHE, and its successors and assigns.

"System" means the water system of the Municipality, as the same may be modified or enlarged from time to time, including the Project described in *Exhibit A*, for which the Municipality is making the borrowing under this Loan Agreement, which constitutes or includes a Public Water Supply System.

"System Revenues" means all revenues derived by the Municipality from the ownership and operation of the System.

Section 1.02. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) All references in this Loan Agreement to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this Loan Agreement as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

(d) The Table of Contents and the Article and Section headings of this Loan Agreement shall not be treated as a part of this Loan Agreement or as affecting the true meaning of the provisions hereof.

ARTICLE II

LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds and proceeds of Bonds, KDHE will loan an amount not to exceed \$2,700,000.00 to the Municipality to pay all or a portion of the Project Costs for the Project described in *Exhibit A* hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (*Exhibit B* hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in excess of the amount of the Loan. Any amendment to *Exhibit B* shall be effected by written amendment to the Loan Agreement executed by all parties.

Section 2.02. Interest Rate. The interest rate on the loan shall be 1.50% per annum, which shall be assessed on the unpaid principal balance to be paid as set out in the Loan Repayment Schedule, *Exhibit B* hereto. This interest rate consists of a net loan interest rate, and a service fee, as described in *Exhibit B*. Any subsequent revision to the amount of the Loan or *Exhibit B* hereto shall not change the gross interest rate on the Loan.

Section 2.03. Disbursement of Loan Proceeds.

(a) Subject to the conditions described in this Section, KDHE agrees to disburse the proceeds of the Loan during the progress of the Project for Project Costs. Requests for disbursement may be submitted by the Municipality (in substantially the form attached hereto as *Exhibit E*), not more than once per month, in accordance with the procedures set forth by KDHE. Any request for disbursement must be supported by proper invoices and a certificate of the Authorized Municipality Representative to the effect that all representations made in this Loan Agreement remain true as of the date of the request and, based upon that information then available to such person, no adverse developments affecting the financial condition of the Municipality or its ability to complete the Project or to repay the Loan have occurred.

The Municipality may request disbursement for the following Project Costs:

- (1) any eligible planning/design costs incurred prior to execution of this Loan Agreement (initial disbursement request only);
- (2) disbursement for eligible Project Costs if such Project Costs have been incurred and are due and payable to Project contractors (actual payment of such Project Costs by the Municipality is not required as a condition of the payment request); or
- (3) interest becoming due on the Loan prior to the initial scheduled payment of principal;
- (4) the principal of and interest on any temporary financing obligations issued by the Municipality to pay Project Costs incurred for contracts entered into on or after August 6, 1996; and

(b) KDHE shall not be under any obligation to disburse any Loan proceeds to the Municipality under this Loan Agreement unless:

- (1) there are moneys available in the Revolving Fund to fund the Loan, as determined solely by KDHE;
 - (2) the Municipality shall certify to KDHE that it has funds available to pay for that portion of the Project Costs not eligible (pursuant to the Loan Act or the Federal Act) to be funded under this Loan Agreement;
 - (3) no Event of Default by the Municipality shall have occurred and be continuing;
- and
- (4) the Municipality continues to maintain reasonable progress towards completion of the Project.

Section 2.04. Schedule of Compliance; Completion of Project.

(a) The Municipality agrees to complete the Project in accordance with the Conditions Applicable to Construction of the Project set forth in *Exhibit C* attached hereto.

(b) The completion of the construction of the Project shall be evidenced to KDHE by a certificate signed by the Authorized Municipality Representative stating: (1) that the construction of the Project has been completed in accordance with the plans and specifications therefore; and (2) that all Project Costs have been paid, except Project Costs the payment of which is not yet due or is being retained or contested in good faith by the Municipality. Such certificate shall be given not later than the date established by KDHE, which shall be approximately the date that the Project is capable of being placed into operation by the Municipality. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 2.05. Repayment of the Loan.

(a) **Loan Repayments.** The Municipality shall pay to KDHE, on or before the due dates, installments of principal and interest on the Loan in accordance with *Exhibit B* attached hereto, until the Loan has been paid in full. Installments of principal and interest on the Loan shall be computed and paid in accordance with the Loan Repayment Schedule on *Exhibit B* as in effect at any time under this Loan Agreement. Notwithstanding any other provision of this Loan Agreement, the first payment of principal and interest due on the Loan shall be made the earlier of two years after receipt by the Municipality of the first disbursement under the Loan or one year after Project completion. The final installment of principal under the Loan shall be fully repaid not later than 20 years after Project completion.

(b) **Prepayment of the Loan.** The Municipality may prepay the outstanding principal of the Loan, in whole, or in part, without penalty, if consent from KDHE is obtained. The municipality must provide a written request to KDHE of its desire to prepay, such request shall indicate the actual source of funds that will be used to make the prepayment (specifically proceeds from a tax-exempt bond issue, proceeds from a taxable bond issue, cash on hand, or some other instrument) and the desired date of prepayment. KDHE may require the prepayment date coincide with a scheduled repayment date. A partial prepayment may be made only if the prepayment amount is the greater of 10% of the original principal amount of the Loan or \$50,000. A new *Exhibit B* will be prepared by KDHE following receipt of any

acceptable partial prepayment, reamortizing the remaining principal amount over the remaining term of the Loan.

Section 2.06. Additional Payments. The Municipality shall pay as Additional Payments the following amounts:

(a) Any amounts required to be paid by the Authority to the United States of America as arbitrage rebate, arising due to the Municipality's failure to expend proceeds of the Loan at the times certified to KDHE by the Municipality, that result in arbitrage rebate liability for the Authority, but only to the extent that the funds in the Rebate Fund established by the Master Indenture are insufficient to make such payments; and.

(b) All other payments of whatever nature which the Municipality has agreed to pay or assume hereunder.

Section 2.07. Financial Integrity Assurance Conditions. In accordance with the powers granted to the Secretary in the Loan Act, the Secretary may require at any time during the term of this Loan Agreement the requirement of FIAC for the Municipality; provided the Secretary shall not make such requirement so long as the Municipality maintains a financial rating on its general obligation bonds or Additional Revenue Obligations of not less than the lowest category of "A" from any Rating Agency. In addition, the Municipality may elect to comply with FIAC prior to the funding of the Loan or at any time during the term of this Loan Agreement. In either instance, the Municipality and the Secretary hereby agree the conditions are attached hereto as *Exhibit I*. The Municipality will cooperate fully with any recommendations and requirements imposed by the FIAC.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF MUNICIPALITY

Section 3.01. Representations of the Municipality. The Municipality makes the following representations:

(a) *Organization and Authority.*

(1) The Municipality is a municipal corporation duly created and validly existing under and pursuant to the constitution and statutes of the State.

(2) The Municipality has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain its System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement.

(3) The Ordinance (adopted substantially in the form attached hereto as *Exhibit F*) and other proceedings of the Municipality's governing body approving this Loan Agreement and authorizing its execution, issuance and delivery on behalf of the Municipality, and authorizing the Municipality to undertake and complete the Project have been duly and lawfully adopted.

(4) This Loan Agreement has been duly authorized, executed and delivered on behalf

of the Municipality, and, constitutes the legal, valid and binding obligation of the Municipality enforceable in accordance with its terms.

(b) **Full Disclosure.** To the best knowledge of the Municipality, there is no fact that the Municipality has not disclosed to KDHE in writing on the Municipality's application for the Loan or otherwise that materially adversely affects or that will materially adversely affect the properties, activities, or its System, or the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Agreement.

(c) **Non-Litigation.** There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (1) the legal organization of the Municipality; (2) its boundaries; (3) the right or title of any of its officers to their respective offices; (4) the legality of any official act taken in connection with obtaining the Loan; (5) the constitutionality or validity of the indebtedness represented by the Loan Agreement; (6) any of the proceedings had in relation to the authorization or execution of this Loan Agreement; (7) the collection of revenues of the System; (8) the levy and collection of unlimited *ad valorem* taxes to pay the principal of and interest on the Loan; or (9) the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(d) **Compliance with Existing Laws and Agreements.** To the best knowledge of the Municipality, the authorization, execution and delivery of this Loan Agreement by the Municipality, and the performance by the Municipality of its duties, covenants, obligations and agreements thereunder will not result in any breach of any existing law or agreement to which the Municipality is a party.

(e) **No Defaults.** No event has occurred and no condition exists that would constitute an Event of Default. The Municipality is not presently aware of any violation of any agreement which would materially adversely affect the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(f) **Compliance with Law.** The Municipality has, to the best of the Authorized Municipality's Representative's knowledge:

(1) complied with all laws, ordinances, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Loan Act, the Regulations and the Federal Act, the failure to comply with which would materially adversely affect the ability of the Municipality to conduct its activities, enter into this Loan Agreement or undertake or complete the Project; and

(2) obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Municipality to complete the Project or operate the Project.

(g) **Use of Loan Proceeds.** The Municipality will apply the proceeds of the Loan as described in *Exhibit D*:

(1) to finance or refinance a portion of the Project Cost; and

(2) where applicable, to reimburse the Municipality for a portion of the Project Costs,

which portion was paid or incurred in anticipation of reimbursement by KDHE as a result of contracts entered into on or after to August 6, 1996 and is eligible for such reimbursement pursuant to the Regulations and the Code.

(h) **Project Costs.** The Municipality certifies that the Project Costs, as listed in *Exhibit D*, is a reasonable and accurate estimation and, upon direction of KDHE, will supply the same with a certificate from its consulting engineer stating that such Costs are reasonable and accurate estimations, taking into account investment income to be realized during the course of construction of the Project, if any, and other lawfully available money that would, absent the Loan, have been used to pay the Project Costs.

Section 3.02. Particular Covenants of the Municipality.

(a) **Dedicated Source of Revenue for Repayment of the Loan.** The Municipality hereby establishes the Dedicated Source of Revenue described on *Exhibit B* attached hereto, which Dedicated Source of Revenue is hereby pledged to the Loan Repayments, Additional Payments and all other obligations of the Municipality under this Loan Agreement.

(b) **Performance Under Loan Agreement.** The Municipality covenants and agrees in the performance of its obligations under this Loan Agreement:

(1) to comply with all applicable State and federal laws, rules and regulations (including, but not limited to the conditions set forth in *Exhibit C* hereto) as are applicable to this Loan Agreement; and

(2) to cooperate with KDHE in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and KDHE under this Loan Agreement (including, without limitation the requirements contained in *Exhibit C* hereto).

(c) **Completion of Project and Provision of Moneys Therefore.** The Municipality covenants and agrees:

(1) to exercise its best efforts in accordance with prudent utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in *Exhibit C* hereto; and

(2) to provide, from its own financial resources, all moneys, in excess of the total amount of proceeds it receives under the Loan, required to complete the Project.

(d) **Delivery of Documents and Payment of Fees.** Concurrently with the delivery of this Loan Agreement and the closing of the Loan, the Municipality will cause to be delivered to KDHE:

(1) fully executed counterparts of this Loan Agreement;

(2) copies of the ordinance of the governing body of the Municipality authorizing the execution and delivery of this Loan Agreement, certified by an Authorized Municipality Representative, which shall be in substantially the form attached hereto as *Exhibit F* together with an affidavit of publication thereof in the official newspaper of the Municipality;

(3) an opinion of the Municipality's counsel substantially in the form set forth in *Exhibit G* attached hereto;

(4) FIAC, if required by the Secretary, or desired by the Municipality;

(5) such other certificates, documents, opinions and information as KDHE may reasonably require.

(e) ***Operation and Maintenance of System.*** The Municipality covenants and agrees that it shall, in accordance with prudent public water supply utility practice:

(1) at all times operate System in an efficient manner in accordance with applicable laws and regulations;

(2) maintain its System, making all necessary and proper repairs, renewals, replacements, additions, betterments and improvements necessary to maintain its System in good repair, working order and operating condition;

(3) implement any modification of the rates fees and charges for use of the System that comprise the Dedicated Source of Revenues as the Secretary may require to ensure repayment of the Loan in accordance with the provisions of the Loan Act; and

(4) take such other action as the Secretary may require in accordance with powers granted to the Secretary under the Loan Act and the Regulations.

(f) ***Disposition of System.*** The Municipality shall not sell, lease or otherwise transfer ownership of all or substantially all of its System without the consent of the Secretary. The Municipality shall provide the Secretary with ninety (90) days' prior written notice to KDHE of such sale, lease or transfer. No such sale, lease or transfer shall be effective unless compliance is with the provisions of *Section 4.02* hereof, assuming such sale, lease or transfer is deemed to be an assignment for the purposes of such Section. The provisions of this paragraph shall not be construed to prohibit the lease of portions of the System by the Municipality in connection with a lease-purchase transaction to finance improvements to the System; provided that a termination or an event of default by the Municipality under such arrangement shall not have a material adverse effect on the Municipality's Dedicated Source of Revenues.

(g) ***Records and Accounts.***

(1) The Municipality shall keep accurate records and accounts for its System (the "System Records"), separate and distinct from its other records and accounts (the "General Accounts"). Such System Records shall be audited annually by an independent certified public accountant or firm of independent certified public accountants, in accordance with generally accepted auditing standards, if municipal aggregate annual gross receipts are in excess of \$275,000 or if the municipality has outstanding debt in excess of \$275,000. Such audit may be a part of the single agency audit made in accordance with the Federal Single Audit Act of 1984, OMB Circular No. A-133, *Audits of States, Local Governments, and Non-profit Organizations* as amended in 1996 and 2003 and as may be further amended and revised. Such System Records and General Accounts shall be made available for inspection by KDHE at any reasonable time, and a copy of the Municipality's annual audit, including all written comments and recommendations of such accountant, shall be furnished to KDHE within 210 days of the close of the Municipal Fiscal Year being so audited. Such audit report shall be prepared in accordance with subsection (g)(2) hereof.

(2) The Municipality shall maintain financial statements in accordance with generally

accepted government accounting standards defined in the Government Accounting, Auditing, and Financial Reporting Manual (1994 Ed.), or any revised edition, issued by the Government Finance Officers Association. The financial information shall be prepared in accordance with generally accepted accounting principles (GAAP) for state and local governments.

(h) **Inspections.** The Municipality shall permit the EPA, KDHE and any party designated by KDHE to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, including the System Records and General Accounts, and shall supply such reports and information as the EPA and KDHE may reasonably require in connection therewith.

(i) **Obligation to Provide Information if Notified by KDHE.** The Municipality agrees to provide to KDHE such annual financial information and operating data, together with ongoing notice of the occurrence of any "material event" (defined below), each with respect to the Municipality, as is necessary for KDHE to comply with each Continuing Disclosure Undertaking from time to time in effect. Such information, data and notices pursuant to this section will be required to be provided by the Municipality upon notice from KDHE that the Municipality is a Principal Participating Municipality (which is a borrower for which information and notices are required to be filed pursuant to a Continuing Disclosure Undertaking), as defined in a Continuing Disclosure Undertaking.

Timing. Any such financial information and operating data shall be provided by the Municipality to KDHE as soon as practicable after it is available, and any such notice of a material event shall be provided by the Municipality to KDHE promptly following the occurrence of the event. Existing Continuing Disclosure Undertakings require that any such financial information and operating data shall be filed by KDHE within 270 days after the end of the Municipal Fiscal Year, as defined in a Continuing Disclosure Undertaking, and that any such notice of a material event be filed by KDHE within 10 business days of the occurrence of the material event. The timing of such requirements may be different in a future Continuing Disclosure Undertaking, and a request by KDHE to the Municipality pursuant to this section may require that such information be provided to KDHE a reasonable period in advance of the filing dates required by a Continuing Disclosure Undertaking.

Annual Information. Any such financial information shall be accompanied by an audit report prepared in accordance with the provisions of subsection (g)(2) hereof, unless such subsection exempts the Municipality from such audit report requirement. The financial information shall be prepared in accordance with GAAP, unless the Municipality has received a waiver from such requirement as permitted by State Law, in which case it shall be prepared on such other basis of accounting that demonstrates compliance with State law. Such requirement for financial information and operating data may be satisfied by submitting the Municipality's comprehensive annual financial report (CAFR) and/or annual report of its System (if System revenues are included in the dedicated source of repayment), unless KDHE notifies the Municipality of the need for additional information. If an audit report is required to be prepared, but is not available within 270 days of the end of the Municipal Fiscal Year, un-audited financial information shall be provided to KDHE pending receipt of the audit report. If the method of preparation and the basis of accounting is changed to a basis less comprehensive than previously described, the Municipality shall provide a specific notice of such change to KDHE when the financial information is provided.

Event Notices. For purposes of this section, "material event" shall mean any event with respect to the Municipality (if it is a Principal Participating Municipality) required to be reported by KDHE pursuant to a Continuing Disclosure Undertaking. Upon a determination by KDHE that the Municipality is a

Principal Participating Municipality, KDHE will provide instructions to the Municipality identifying such events then required to be reported, and the Municipality agrees to report such events to the extent required by a Continuing Disclosure Undertaking. The existing Continuing Disclosure Undertakings require reporting by a Principal Participating Municipality of four events, relating generally to (i) bankruptcy or insolvency, (ii) merger, consolidation or acquisition, (iii) incurrence of a financial obligation or debt and (iv) default, acceleration, termination or modification of a financial obligation or debt.

(j) **Insurance.** The Municipality will carry and maintain such reasonable amount of all-risk insurance on all properties and all operations of its System as would be carried by similar municipal operators of Systems, insofar as the properties are of an insurable nature. The Municipality also will carry general liability insurance in amounts not less than the maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, or other similar future law (currently \$500,000 per occurrence).

(k) **Notice of Material Adverse Change.** The Municipality shall promptly notify KDHE of any material adverse change in the activities, prospects or condition (financial or otherwise) of the System, or in the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(l) **Additional Covenants and Requirements.** The parties hereto acknowledge that this Loan Agreement may be assigned or pledged to secure Bonds or other financings of the Authority. Should it be necessary to modify any covenants or obtain or enhance the security of the Bonds or other financings, the parties agree to take all reasonable actions and make reasonable covenants and agreements necessary to accomplish such purpose to the extent permitted by applicable laws. The parties hereto acknowledge that in conjunction with the issuance of or providing security for any Bonds or other financings, KDHE reserves the right to obtain municipal bond insurance or any other form of credit enhancement with respect to this Loan Agreement. The Municipality acknowledges that the decision to obtain any such municipal bond insurance or other credit enhancement shall be at the sole discretion of KDHE and the Authority. The costs of obtaining such credit enhancement and related costs shall be borne by Revolving Fund. The municipality shall cooperate with KDHE, the Authority and any provider of such credit enhancement with respect to furnishing financial information required by *subsections (g) and (i)* of this section, or any other relevant information or operating data of the System reasonably necessary to obtain such credit enhancement or comply with the provisions thereof on an ongoing basis so long as this Loan Agreement is in effect.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by KDHE. The Municipality hereby approves and consents to any assignment or transfer of this Loan Agreement that KDHE deems necessary in connection with the operation and administration of the Revolving Fund. The Municipality hereby specifically approves the assignment and pledging of the Loan Repayments and Additional Payments to the Authority, and the Authority's pledging of all or a portion of the same to the Bonds.

Section 4.02. Assignment by the Municipality. This Loan Agreement may not be assigned by the Municipality for any reason, unless the following conditions shall be satisfied:

- (a) KDHE and the Authority shall have approved said assignment in writing;

(b) the assignee is a city, county, township, water district, improvement district or other political subdivision of the State or any combination thereof;

(c) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, and obligations under this Loan Agreement; provided, however, such assignment shall not relieve the Municipality of its duties, covenants, and obligations under this Loan Agreement;

(d) the assignment will not adversely impact KDHE's ability to meet its duties, covenants and obligations under the Authority under the Master Indenture, nor may the sale endanger the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and

(e) the Municipality shall, at its expense, provide KDHE and the Authority with an opinion of a qualified attorney that each of the conditions set forth in *subparagraphs (b), (c), and (d)* hereof have been met.

ARTICLE V

DEFAULT AND REMEDIES

Section 5.01. Notice of Default. If an Event of Default shall occur, the non-defaulting party shall give the party in default and the Authority prompt telephonic notice of the occurrence of such Event of Default, provided the non-defaulting party has knowledge of such Event of Default. Such telephonic notice shall be immediately followed by written notice of such Event of Default given in the manner set forth in *Section 6.01* hereof.

Section 5.02. Remedies on Default.

Whenever an Event of Default shall have occurred and be continuing, KDHE or the Municipality shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any obligation or agreement of KDHE or the Municipality (including, without limitation, withholding remaining Loan disbursements, cancellation of the Loan Agreement and acceleration of the remaining scheduled principal payments set forth on *Exhibit B*, or such other remedies provided to the Secretary in the Loan Act and the Regulations.

Section 5.03. Expenses.

(a) Upon the occurrence of an Event of Default on the part of the Municipality, and to the extent permitted by law, the Municipality shall, on demand, pay to KDHE the reasonable fees and expenses incurred by KDHE in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of the Municipality contained herein. Prior to incurring any such expenses, KDHE shall provide written notice to the Municipality that it intends to incur such expenses; provided, however, a failure by KDHE to give such notice shall not affect KDHE's right to receive payment for such expenses. Upon request by the Municipality, KDHE shall provide copies of statements evidencing the fees and expenses for which KDHE

is requesting payment.

(b) Upon the occurrence of an Event of Default on the part of KDHE, and to the extent permitted by law and availability of appropriated funds by the Kansas Legislature, KDHE shall, on demand, pay to the Municipality the reasonable fees and expenses incurred by the in Municipality in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of KDHE contained herein. Prior to incurring any such expenses, the Municipality shall provide written notice to KDHE that it intends to incur such expenses; provided, however, a failure by the Municipality to give such notice shall not affect the Municipality's right to receive payment for such expenses. Upon request by KDHE, the Municipality shall provide copies of statements evidencing the fees and expenses for which the Municipality is requesting payment.

Section 5.04. Application of Moneys. Any moneys collected by KDHE pursuant to *Section 5.02* hereof shall be applied: (a) first, to pay interest on the Loan as the same becomes due and payable; (b) second, to pay principal due and payable on the Loan; (c) third, to pay expenses owed by the Municipality pursuant to *Section 5.03* hereof; and (d) fourth, to pay any other amounts due and payable hereunder as such amounts become due and payable.

Section 5.05. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Parties hereto is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. The parties hereto, in good faith, shall exercise such remedies with due diligence in a timely manner, however, no delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the parties hereto to exercise any remedy reserved to them in this *Article*, it shall not be necessary to give any notice, other than such notice as may be required in this *Article V*.

Section 5.06. Retention of Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the parties hereto shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the defaulting party at law or in equity, as such party may, in its discretion, deem necessary to enforce the obligations of the defaulting party pursuant to this Loan Agreement.

Section 5.07. Financial and Management Review. Upon failure of the Municipality to pay one or more installments of the Loan Repayments in a timely manner, or in the event that the Secretary deems it advisable or necessary, the Secretary, after consultation with the governing body of the Municipality, can require the Municipality to undergo a financial and management operations review or to comply with FIAC if permitted in accordance with *Section 2.07* hereof. The governing body shall correct any deficiencies noted during such review and adopt charges or surcharges as may be required by the Secretary during the term of this Loan Agreement.

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when: (a) hand delivered; (b) mailed by registered or certified United States mail, postage prepaid; or (c) via telefax, with confirmation in the manner set forth in *subsection (b)*, to the parties hereinafter set forth at the following addresses:

- (1) to KDHE:

Department of Health and Environment
1000 SW Jackson - Suite 420
Topeka, Kansas 66612
Attention: Bureau of Water

- (2) with a copy to its General Counsel
to the Authority:

Kansas Development Finance Authority
534 S. Kansas Avenue, Suite 800
700 S.W. Jackson
Topeka, Kansas 66603
Attention: President,

with a copy to its General Counsel

- (3) to the Municipality:

at the address set forth on *Exhibit H*.

All notices given by telefax as aforesaid shall be deemed given as of the date of evidence of receipt thereof by the recipient. All notices given by registered or certified mail as aforesaid shall be deemed duly given as of the date they are so deposited in the United States Postal Service, if postage is prepaid. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon KDHE and the Municipality and their respective successors and assigns.

Section 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority.

Section 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.06. Governing Law and Regulations. This Loan Agreement shall be governed by and construed in accordance with the laws of the State, including the Loan Act and the Regulations which Regulations are, by this reference thereto, incorporated herein as a part of this Loan Agreement.

Section 6.07. Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Secretary.

Section 6.08. Further Assurances. The Municipality shall, at the request of KDHE, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be reasonably necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

SIGNATURE AND SEAL

IN WITNESS WHEREOF, KDHE and the Municipality have caused this Loan Agreement to be executed, sealed and delivered, effective as of the date above first written.



THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT,
acting on behalf of THE STATE OF KANSAS

By: Leo G. Henning

Leo G. Henning
Deputy Secretary and Director
Division of Environment
Kansas Department of Health and Environment

Date: 4-7-2020

CITY OF COFFEYVILLE, KANSAS

(Seal)

By: _____

(Printed Name)

Title: _____

Date: _____

ATTEST:

By: _____

(Printed Name)

Title: Clerk

EXHIBIT A

DESCRIPTION OF THE PROJECT

Replace approximately 4,000 water meters, install an advanced meter reading system, and upgrade the Supervisory Control and Data Acquisition (SCADA) system at the water treatment plant.

EXHIBIT B

DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE

Dedicated Source of Revenue.

The Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, (c) pay all other amounts due at any time under the Loan Agreement, and (d) pay the principal of and interest on Additional Revenue Obligations as and when the same become due; provided, however, the pledge of the System Revenues contained herein (i) shall be subject to reasonable expenses of operation and maintenance of the System, and (ii) shall be junior and subordinate in all respects to the pledge of System Revenues to any Additional Revenue Obligations. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

Loan Repayment Schedule.

The Municipality and KDHE have agreed that interest becoming due semiannually on the Loan during the construction period for the Project may be capitalized and repaid as a part of the Loan. In this regard, KDHE shall give the Municipality written notice of each semiannual installment of interest becoming due during the construction period. At its option, the Municipality may elect to pay such amounts, and if so elected, must pay such amounts within 30 days of receipt of the notice of their becoming due. If the Municipality does not elect to pay such amounts within 30 days of receipt of such notice, the amount then due and owing as semiannual interest on the Loan shall be capitalized and added to the principal amount of the Loan and shall bear interest at the rate of interest set forth in *Section 2.02* hereof.

KANSAS PUBLIC WATER SUPPLY LOAN FUND

Actual Draws - Actual Interest Rate
Amortization of Loan Costs as of 4/6/2020

Prepared for:
City of Coffeyville, Project No. 2943

Project Principal: 2,700,000.00
Interest During Const.: 0.00
Service Fee During Const.: 0.00
Loan Reserve Account: 0.00
Gross Loan Costs: 2,700,000.00

Gross Interest Rate Allocation	thru 8/1/2025	after 8/1/2025	Gross Rate:	1.50%
Service Fee Rate:	1.15%	0.35%	1st Payment Date:	2/1/2022
Net Loan Interest Rate:	0.35%	1.15%	Number of Payments:	40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	2/1/2022	2,700,000.00	4,725.00	58,131.42	15,525.00	78,381.42	2,641,868.58
2	8/1/2022	2,641,868.58	4,623.27	58,567.41	15,190.74	78,381.42	2,583,301.17
3	2/1/2023	2,583,301.17	4,520.78	59,006.66	14,853.98	78,381.42	2,524,294.51
4	8/1/2023	2,524,294.51	4,417.52	59,449.21	14,514.69	78,381.42	2,464,845.30
5	2/1/2024	2,464,845.30	4,313.48	59,895.08	14,172.86	78,381.42	2,404,950.22
6	8/1/2024	2,404,950.22	4,208.66	60,344.30	13,828.46	78,381.42	2,344,605.92
7	2/1/2025	2,344,605.92	4,103.06	60,796.88	13,481.48	78,381.42	2,283,809.04
8	8/1/2025	2,283,809.04	3,996.67	61,252.85	13,131.90	78,381.42	2,222,556.19
9	2/1/2026	2,222,556.19	12,779.70	61,712.25	3,889.47	78,381.42	2,160,843.94
10	8/1/2026	2,160,843.94	12,424.85	62,175.09	3,781.48	78,381.42	2,098,668.85
11	2/1/2027	2,098,668.85	12,067.35	62,641.40	3,672.67	78,381.42	2,036,027.45
12	8/1/2027	2,036,027.45	11,707.16	63,111.21	3,563.05	78,381.42	1,972,916.24
13	2/1/2028	1,972,916.24	11,344.27	63,584.55	3,452.60	78,381.42	1,909,331.69
14	8/1/2028	1,909,331.69	10,978.66	64,061.43	3,341.33	78,381.42	1,845,270.26
15	2/1/2029	1,845,270.26	10,610.30	64,541.90	3,229.22	78,381.42	1,780,728.36
16	8/1/2029	1,780,728.36	10,239.19	65,025.96	3,116.27	78,381.42	1,715,702.40
17	2/1/2030	1,715,702.40	9,865.29	65,513.65	3,002.48	78,381.42	1,650,188.75
18	8/1/2030	1,650,188.75	9,488.59	66,005.00	2,887.83	78,381.42	1,584,183.75
19	2/1/2031	1,584,183.75	9,109.06	66,500.04	2,772.32	78,381.42	1,517,683.71
20	8/1/2031	1,517,683.71	8,726.68	66,998.79	2,655.95	78,381.42	1,450,684.92
21	2/1/2032	1,450,684.92	8,341.44	67,501.28	2,538.70	78,381.42	1,383,183.64
22	8/1/2032	1,383,183.64	7,953.31	68,007.54	2,420.57	78,381.42	1,315,176.10
23	2/1/2033	1,315,176.10	7,562.26	68,517.60	2,301.56	78,381.42	1,246,658.50
24	8/1/2033	1,246,658.50	7,168.29	69,031.48	2,181.65	78,381.42	1,177,627.02
25	2/1/2034	1,177,627.02	6,771.36	69,549.21	2,060.85	78,381.42	1,108,077.81
26	8/1/2034	1,108,077.81	6,371.45	70,070.83	1,939.14	78,381.42	1,038,006.98
27	2/1/2035	1,038,006.98	5,968.54	70,596.37	1,816.51	78,381.42	967,410.61
28	8/1/2035	967,410.61	5,562.61	71,125.84	1,692.97	78,381.42	896,284.77
29	2/1/2036	896,284.77	5,153.64	71,659.28	1,568.50	78,381.42	824,625.49
30	8/1/2036	824,625.49	4,741.60	72,196.73	1,443.09	78,381.42	752,428.76
31	2/1/2037	752,428.76	4,326.47	72,738.20	1,316.75	78,381.42	679,690.56
32	8/1/2037	679,690.56	3,908.22	73,283.74	1,189.46	78,381.42	606,406.82
33	2/1/2038	606,406.82	3,486.84	73,833.37	1,061.21	78,381.42	532,573.45
34	8/1/2038	532,573.45	3,062.30	74,387.12	932.00	78,381.42	458,186.33
35	2/1/2039	458,186.33	2,634.57	74,945.02	801.83	78,381.42	383,241.31
36	8/1/2039	383,241.31	2,203.64	75,507.11	670.67	78,381.42	307,734.20
37	2/1/2040	307,734.20	1,769.47	76,073.42	538.53	78,381.42	231,660.78
38	8/1/2040	231,660.78	1,332.05	76,643.96	405.41	78,381.42	155,016.82
39	2/1/2041	155,016.82	891.35	77,218.79	271.28	78,381.42	77,798.03
40	8/1/2041	77,798.03	447.34	77,798.03	136.05	78,381.42	0.00
Totals			253,906.29	2,700,000.00	181,350.51	3,135,256.80	

EXHIBIT C

CONDITIONS APPLICABLE TO CONSTRUCTION OF THE PROJECT

The standard conditions applicable to the Loan are:

- 1) Municipality agrees to expeditiously initiate and complete the Project in accordance with the following schedule:
 - a) Advertisement for bids will not be initiated without written authorization by KDHE.
 - b) Advertising for bids within 30 days of authorization to advertise.
 - c) Bid opening at least 30 days from advertisement for bids.
 - d) Notice of Award will not be issued without written authorization by KDHE.
 - e) Contract award within 60 days of bid opening.
 - f) Issuance of notice to proceed within 30 days of contract award.
 - g) Initiation of operation within 330 days of notice to proceed or no later than June 30, 2021
 - h) Finalization of construction within 360 days of notice to proceed.
 - i) Project Performance Certification 365 days following Initiation of Operation.

KDHE must be promptly notified of any proposed changes to this schedule.

- 2) Prior to giving a notice to proceed, the Municipality must certify that all easements and rights-of-way necessary to allow construction of the Project have been obtained (i.e., all real property has been acquired, bonafide options have been taken or formal condemnation proceedings have been initiated for necessary real property).
- 3) A final plan of operations shall be submitted by the Municipality for approval by KDHE at or prior to 50 percent construction completion. The plan of operation must include, but is not limited to, an overall Project completion schedule, annual operating cost projections for a minimum of five years, a description of the financial management system, and the projected revenues to operate and maintain the public water supply system. Revenue projections shall also include the Loan Repayments.
- 4) The final operations and maintenance manual must be submitted to KDHE at or prior to 90 percent construction completion. The operations and maintenance manual must include, but is not limited to, a description of the operation and managerial responsibility, detailed operation and controls, operators and personnel classification and requirements, operational testing, equipment maintenance schedule, operational records, and emergency operating and shut-down procedures.
- 5) The rates and ordinances enacting the System user charges and System use requirements shall be enacted prior to initiation of operation.
- 6) The Municipality agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of this Loan Agreement or the construction contract.

- 7) The Municipality hereby assures that the engineering firm principally responsible for supervising construction and for providing engineering services during construction will continue its relationship with the Municipality for a period of up to one year after initiation of operation of the Project. During this period, the engineering firm shall direct the operation of the Project, train operating personnel and prepare curricula and training material for operating personnel. The following specific requirements apply:
 - a) The Municipality agrees the performance standards applicable to the Project are:
 - i) all construction deficiencies have been resolved.
 - ii) all testing requirements of the specifications have been performed and met.
 - b) The final plan of operation and operation and maintenance manual submitted in accordance with *Exhibit C*, Condition No. 3 and 4.
 - c) One year after completion of construction and initial operation of the Project, the Municipality shall certify to KDHE whether or not such Project meets the design specifications and requirements contained in subparagraph a. of this condition. Any statement of non-compliance must be accompanied by a corrective action report containing: an analysis of the cause of the Project's inability to meet performance standards; actions necessary to bring it into compliance, and a reasonably scheduled date for positive certification of the Project. Timely corrective action will be executed by the Municipality.
 - d) Municipality agrees to furnish KDHE with an annual report describing actions taken to date to achieve positive certification, planned future activities, the Project's status and potential for positive certifications.
- 8) If this Project is for a segment of a total project for the System, KDHE does not assume any obligation, commitment, or responsibility for funding any other anticipated steps, phases, segments or stages or any other improvements to the System not constituting the Project. The Municipality agrees to complete the total System improvements of which this Project is a part in accordance with the schedule presented in *Exhibit C(1)*, regardless of whether KDHE funding is available for the remaining System improvements.
- 9) The Municipality shall obtain any required Corps of Engineers Section 404 and/or Section 10 permit prior to awarding the construction contract.
- 10) The Municipality shall follow applicable state procurement laws and regulations.
- 11) The Municipality hereby agrees to implement measures to mitigate all known adverse environmental effects of this project. The following mitigative actions are required:
 - a) proper grading, drainage and slope protection to eliminate erosion;
 - b) riparian habitat will be avoided, and disturbed areas will be reseeded with native plant species;
 - c) if any riparian trees are removed they will be replaced by pole plantings or saplings;
 - d) directional boring at all stream crossings, where practical, to minimize aquatic habitat impacts;
 - e) in the event that construction work uncovers buried archeological artifacts, the Kansas Historical Society should be contacted immediately; and
 - f) contacting KCC in the event of unexpected circumstances are encountered during construction such as the discovery of abandoned oil, gas, or exploratory holes.

- 12) The Municipality agrees and consents to KDHE's authority to monitor and enforce compliance with the mitigative measures identified in paragraph 11 above and the Loan Agreement conditions.
- 13) The Municipality further agrees that those members of the public who participate in the environmental review process shall have the right to appeal the decisions made within that process. Further, that all such appeals shall be conducted pursuant to the Kansas Administrative Procedures Act (K.S.A. 77-5501, *et seq.*) and the Act for Judicial Review (77-601, *et seq.*).
- 14) The Municipality agrees to comply with the Kansas Act Against Discrimination, K.S.A. 44-1001, *et seq.* and the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111, *et seq.* as provided by law and to include those provisions in every contract or purchase order relating to the Project so that they are binding upon such subcontractors or vendors.
- 15) In order to comply with KPWSLF wage rate requirements the Municipality shall,
 - a) insert in full in any contract funded by this loan agreement in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, wage rate contract provisions, found in 29 CFR 5.5, as indicated by EPA and US Department of Labor, generally known as Davis Bacon requirements;
 - b) while the solicitation remains open, shall monitor <https://beta.sam.gov/> on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The municipality shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Municipality may request a finding from KDHE that there is not reasonable time to notify interested contractors of the modification of the wage determination. KDHE will provide a report of its findings to the Municipality.
 - c) incorporate any modifications or supersedes DOL makes to the wage determination contained in the solicitation if the contract is not awarded within 90 days of bid opening. Unless KDHE, at the request of the Municipality, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Municipality shall monitor <https://beta.sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
 - d) review all subcontracts subject to Davis-Bacon entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
 - e) either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order, if the Department of Labor (DOL) issues a revised wage determination applicable to the contract after the award of a contract or the issuance of an ordering instrument due to a DOL determination that the municipality has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. The Municipality's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

- f) provide written confirmation in a form satisfactory to KDHE indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls;
 - g) interview a sufficient number of employees entitled to Davis Bacon Act prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 20 CFR 5.6 (a)(6), all interviews must be conducted in confidence. The Municipality must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of SF 1445 are available from EPA on request;
 - h) establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. The municipality shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
 - i) periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The municipality shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis -Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the municipality must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The municipality must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the municipality shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
 - j) periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item (h) and (i) above.
 - k) must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact Julie Milazzo at Milazzo.Julie@epa.gov or 206-553-2429 ; and to the appropriate DOL Wage and Hour District Office listed at www.dol.gov/whd/america2.htm.
- 16) Prior to 90% of project completion the municipality agrees to execute a water conservation plan using the most recent municipal water conservation plan guidelines provided by the Kansas Water Office.
- 17) The Municipality must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements. Other civil rights laws may impose additional requirements on the Municipality. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability

discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

- 18) Municipalities that receive over \$100,000 in KPWSLF funds shall comply with the Anti-Lobbying Act, Title 40 CFR Part 34, and file an Anti-Lobbying Certification form and the Disclosure of Lobbying Activities form to KDHE when required. Furthermore, the Municipality shall require that the language of this certification be included in the award of any contracts funded by this loan.
- 19) The Municipality certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and Subpart C of 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." The Municipality must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and Subpart B of 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient may search for exclusion records at www.sam.gov.
- 20) The Municipality agrees to comply with Executive Order No. 11246 by including Section 202 of E.O. 11246 in all contracts funded in part with proceeds of this loan.
- 21) The Municipality is prohibited from procuring goods or services from persons who have been convicted of violations of the Clean Air Act or the Clean Water act.
- 22) None of the funds made available by this loan agreement shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- 23) If project construction activities reveal the presence of lead pipes or lead appurtenances that are being used in the distribution system or used in service line assemblies up to the premise plumbing of the customer, the municipality will either replace the lead infrastructure or document the location of the lead infrastructure component and maintain such documentation for use in planning for a future removal project.

EXHIBIT D

USE OF LOAN PROCEEDS

The loan proceeds will be utilized to pay the costs of:

<u>Project Description</u>	<u>Approximate Cost</u>
1. Construction: Replace approximately 4,000 water meters, install an advanced meter reading system, and upgrade the Supervisory Control and Data Acquisition (SCADA) system at the water treatment plant.	\$2,550,000.00
2. Engineering: All actual costs of planning, design and construction engineering, construction inspection, final plan of operation, operation and maintenance manual, user charge and ordinance development, and project performance services.	\$100,000.00
3. Administration: All reasonable costs of legal and financial administrative support directly provided by the project, costs of interest during construction, emergency costs associated with the project activities during construction, and the costs associated with obtaining the necessary easements for the project.	\$50,000.00
<i>Total</i>	\$ \$2,700,000.00

EXHIBIT E

INSTRUCTIONS FOR REQUESTING DISBURSEMENTS

1. All payment requests must be filed on the Outlay Report and Request for Disbursement Form and represent the actual completion level of the project at the date the request is prepared.
2. All cost entries must be based upon allowable work in place which is due and payable. This means that you may **not** request payment for:
 - a. Any work or services which have not been explicitly approved by the KDHE in the Loan Agreement or subsequent amendments.
 - b. Any work performed under a change order unless written approval of the change order has been given by the State.
 - c. Any ineligible project costs.
 - d. Any retainage which you are withholding from the construction contractor, engineer, etc.
 - e. Easements acquired through eminent domain are not eligible for funding.
 - f. Costs associated with the approval, preparation, issuance and sale of Bonds, and other costs incidental to normal operating overhead of a Municipality, whether performed by Municipal employees, the engineer, or the attorney.

It is essential that you understand the cost basis of the approved Loan amount. It is, therefore, necessary that you read the Loan Agreement (including all conditions) and its transmittal letter, any Loan amendments and Project correspondence, and that you maintain current and accurate files on all approved change orders. Failure to follow these procedures may result in your requesting and subsequently receiving overpayment of loan funds which later may, in turn, result in substantial inconvenience to you and the Municipality. This could include repayment or crediting to KDHE the interest earned on overpaid funds, and any penalties that can result from this action.

3. Submit an original signature of the form and one set of supporting documentation directly to:

Kansas Department of Health & Environment
Bureau of Water
Public Water Supply Section
1000 SW Jackson Street - Suite 420
Topeka, Kansas 66612

You should retain one copy for your records.

EXHIBIT E - REQUEST FOR DISBURSEMENT FROM KDHE REVOLVING LOAN PROGRAMS

INDICATE WHICH LOAN PROGRAM THIS REQUEST IS FOR: KANSAS WATER POLLUTION CONTROL REVOLVING FUND _____ KANSAS PUBLIC WATER SUPPLY LOAN FUND _____		KDHE PROJECT NUMBER (REFER TO LOAN AGREEMENT) KWPCRF PROJECT # C20 KPWSLF PROJECT # _____	
DISBURSEMENT REQUEST FOR THIS LOAN? YES _____ NO _____	RECIPIENT INFORMATION NAME : _____ ADDRESS or PO box (include City, State, Zip) : _____		
PAYMENT REQUEST NUMBER : _____			
The undersigned hereby requests that the following amounts be disbursed for the following Project Costs as defined in the loan agreement:			
Classification	Invoice amounts (invoices must be attached)	Invoiced from (list payee(s))	Description
a. Administrative expense (loan admin services, publication fees, attorney fees, etc.)			
b. Engineering services expense			
c. Land, easements (Not allowable under KWPCRF)			
d. Construction Contract Expense			
e. Equipment (by separate KDHE approved contract or procedure)			
f. Miscellaneous cost (not categorized above)			
g. Total Invoices Submitted (sum of lines a thru f)			
h. Deductions for other sources of funding used (from grants or cash on hand)			
i. Total Disbursement Requested from KDHE * (Line g minus line h)			
CERTIFICATION: I hereby state and certify that: (i) the amounts requested, are or were necessary and appropriate in connection with the purchase, construction and installation of the Project, have been properly incurred and are a proper disbursement of the proceeds of the Loan and that an inspection has been performed and all work is in accordance with the terms of the Loan; have been paid or are justly due as stated above; and have not been the basis of any previous requisition from the proceeds of the Loan; (ii) all representations made in the Agreement remain true as of the date of this request; and (iii) no adverse developments affecting the financial condition of the Recipient or its ability to complete the Project or to repay the Loan have occurred.			
RECIPIENT NAME: _____			
Signature of Authorized Certifying Official _____			
Typed or Printed Name and Title _____			
Date Signed	Telephone (Area Code, number & ext.)	Email	

EXHIBIT F

FORM OF MUNICIPALITY ORDINANCE

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF COFFEYVILLE, KANSAS
HELD ON _____ [ORDINANCE DATE]**

The Governing Body of the City met in _____ [regular/special] session at the usual meeting place in the City, at _____ [meeting time], the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF COFFEYVILLE, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

Thereupon, [Council member/Commissioner] _____ moved that said Ordinance be passed. The motion was seconded by [Council member/Commissioner] _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the Governing Body, the vote being as follows:

Yes: _____.

No: _____.

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. _____ and was signed and approved by the Mayor and attested by the Clerk. The Clerk was directed to publish the Ordinance one time in the official newspaper of the City.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

(SEAL)

_____ Clerk

(Published in [Official City Newspaper] on [publication date])

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF COFFEYVILLE, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

WHEREAS, the Safe Drinking Water Act Amendments of 1996 [PL 104-182] to the Safe Drinking Water Act (the "Federal Act") established the Drinking Water Loan Fund to assist public water supply systems in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Public Water Supply Loan Act, K.S.A. 65-163d *et seq.*, as amended (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Public Water Supply Loan Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Master Indenture (the "Master Indenture") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public water supply projects (the "Projects") and to pledge the Loan Repayments (as defined in the Master Indenture) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, City of Coffeyville, Kansas (the "Municipality") is a municipality as said term is

defined in the Loan Act which operates a water system (the "System"); and

WHEREAS, the System is a Public Water Supply System, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

Replace approximately 4,000 water meters, install an advanced meter reading system, and upgrade the Supervisory Control and Data Acquisition (SCADA) system at the water treatment plant.
(the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-15-50 through 28-15-65 (the "Regulations") applicable thereto necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount not to exceed \$2,700,000.00 (the "Loan") in order to finance the Project; and

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement.

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

Section 1. Authorization of Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of April 1, 2020, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Loan Agreement") to finance the Project Costs (as defined in the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the Municipality's legal counsel, the Mayor's execution of the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues (as defined in the Loan Agreement) sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, (c) pay all other amounts due at any time under the Loan Agreement, and (d) pay the principal of and interest on Additional Revenue Obligations (as defined in the Loan Agreement) as and when the same become due; provided, however, the pledge of the System Revenues contained herein and in the Loan Agreement (i) shall be subject to reasonable expenses of operation and maintenance of the System, and (ii) shall be junior and subordinate in all respects to the pledge of System Revenues to any Additional Revenue Obligations. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement. In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk and other City officials and legal counsel are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Governing Law. The Ordinance and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the City on [Ordinance Date] and [signed][and **APPROVED**]
by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

[APPROVED AS TO FORM ONLY.

City Attorney

EXHIBIT G

FORM OF OPINION OF MUNICIPALITY'S COUNSEL

[Date]

Kansas Development Finance Authority
Topeka, Kansas

The Kansas Department of Health and
Environment, acting on behalf of
The State of Kansas
Topeka, Kansas

Re: Loan Agreement effective as of April 1, 2020, between the Kansas Department of Health and Environment ("KDHE"), acting on behalf of the State of Kansas (the "State"), and the City of Coffeyville, Kansas (the "Municipality")

I have acted as counsel to the Municipality in connection with the authorization, execution and delivery of the above referenced Loan Agreement (the "Loan Agreement"). In my capacity as counsel to the Municipality, I have examined original or certified copies of minutes, ordinances of the Municipality and other documents relating to the authorization of the Project, the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue (as defined in the Loan Agreement) for repayment of the Loan evidenced by the Loan Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement.

In this connection, I have examined the following:

- (a) an executed or certified copy of the Loan Agreement;
- (b) proceedings adopted or taken by the Municipality to authorize and approve the Project to be constructed with the proceeds of the Loan evidenced by the Loan Agreement;
- (c) Ordinance No. ____ of the Municipality (the "Ordinance") adopted on _____ [Ordinance Date], and other proceedings of the Municipality taken and adopted in connection with the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue for repayment of the Loan evidenced by the Loan Agreement; and

- (d) such other proceedings, documents and instruments as I have deemed necessary or appropriate to the rendering of the opinions expressed herein.

In this connection, I have reviewed such documents, and have made such investigations of law, as deemed relevant and necessary as the basis for the opinions hereinafter expressed.

Based upon the foregoing, it is my opinion, as of the date hereof, that:

1. The Municipality is a municipal corporation duly created, organized and existing under the laws of the State.
2. The Municipality operates a Public Water Supply System, as said term is defined in the Loan Act.
3. The Project has been duly authorized by the Municipality.
4. The Municipality has all requisite legal power and authority to, and has been duly authorized under the terms and provisions of the Ordinance to, execute and deliver, and perform its obligations under, the Loan Agreement.
5. The Loan Agreement has been duly authorized, executed and delivered by the Municipality and constitutes a valid and binding agreement of the Municipality enforceable in accordance with its terms, subject as to enforcement of remedies to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted, and subject further to the exercise of judicial discretion in accordance with general principles of equity. In rendering this opinion I have assumed due authorization, execution and delivery of the Loan Agreement by the State, acting by and through KDHE.
6. By adopting the Ordinance, the Municipality has duly authorized the Dedicated Source of Revenue for repayment of the Loan to be made pursuant to the Loan Agreement.
7. To the best of my knowledge, the execution and delivery of the Loan Agreement by the Municipality will not conflict with or result in a breach of any of the terms of, or constitute a default under, any ordinance, indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Municipality is a party or by which it or any of its property is bound or any of the rules or regulations applicable to the Municipality or its property or of any court or other governmental body.

Very truly yours,

EXHIBIT H

MUNICIPALITY'S NOTICE ADDRESS

City of Coffeyville
Attn: City Clerk
PO Box 1629
Coffeyville, Kansas 67337

EXHIBIT I

FORM OF FINANCIAL INTEGRITY ASSURANCE CONDITIONS

Recitals

A. The Municipality has entered into a certain Loan Agreement (the "Loan Agreement") with KDHE, pursuant to the provisions of K.S.A. 65-165d *et seq.* (the "Loan Act") to finance improvements to the Municipality's public water supply system (the "System"), pursuant to the Program.

B. The Loan Act specifically grants to the Secretary of KDHE (the "Secretary") certain powers and remedies to enforce the Loan Agreement. The Loan Agreement permits the Secretary to require the Municipality to comply with conditions as a means of assisting the Municipality to maintain financial integrity of the System over the term of the Loan Agreement.

C. This conditions set forth KDHE's undertakings with respect to the Municipality, the Municipality's obligations to KDHE to assist in the performance of the Municipality's covenants pursuant to the Loan Agreement.

D. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

Agreements

IN ADDITION TO THE SPECIFIC COVENANTS OF THE MUNICIPALITY CONTAINED IN THE LOAN AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. ***Quarterly Management Report.*** The Municipality will complete a quarterly management report of financial information in the form prescribed by KDHE and review the same at the next meeting of the Municipality's governing body after completion of the report. A copy of the report as reviewed and approved by the Municipality's governing body will be retained in the official records of the Municipality and shall also be furnished to KDHE. The initial Quarterly Management Report shall be submitted to KDHE for the first full calendar quarter following execution of the loan agreement.

2. ***Inspection of Books and Records.*** The Municipality will make available its financial books and records for inspection by a duly authorized representative of KDHE upon reasonable written request of KDHE.

3. **Annual Budget.** Not later than the date required by statute, other legal document requirement or 120 days prior to the beginning of the Municipality's fiscal year, whichever is earlier, the Municipality's governing body will adopt a budget of anticipated receipts and expenditures of the System for the ensuing fiscal year. A copy of such adopted System budget will be retained in the official records of the Municipality and a copy shall be furnished to KDHE. The initial budget of the Municipality shall be submitted to KDHE for the fiscal year after the loan agreement is executed.

4. **Annual Audit.** If an annual financial audit is required by Section 2-22(k)(1) of the Loan Agreement, no less than 90 days prior to the end of the Municipality's fiscal year, the Municipality shall submit to KDHE a written report stating the identity of the certified public accountant that has been engaged to conduct the audit of the Municipality's financial records for the preceding fiscal year required by the Loan Agreement, and the anticipated date of receipt of the report of such audit. The Municipality shall cause an audit of its financial records, in a form required by the Loan Agreement, to be completed not less than 210 days after the end of each fiscal year or such earlier date as may be required by statute or other legal document requirement, whichever is earlier. The audit must include a calculation of the Debt Service Coverage Ratio in its notes. Copies of such audit report shall be: (a) submitted to the Municipality's governing body for review; (b) retained in the Municipality's official records; and (c) furnished to KDHE. The initial audit of the Municipality shall be submitted for the fiscal year in which the loan agreement was executed.

5. **Proposed Remediation Plan.** Within 60 days of receipt of the Municipality's audit report, KDHE shall review the same to determine compliance with the financial covenants contained in the Loan Agreement. If the Municipality is not in compliance with the financial covenants set forth in the Loan Agreement, KDHE will offer rate review services to the municipality. KDHE shall also review the audit and the quarterly management reports required by Section 1 hereof, for developing trends, which, if continued, will result in noncompliance in future years. Within 30 days after receipt of the rate review offered by KDHE, the Municipality's governing body will meet to review such recommendations and will submit to KDHE its written plan for curing the deficiencies and/or implementing the rate review recommendations.

9. **Term.** These conditions shall take effect upon signature of the loan agreement or amendment and delivery by the parties hereto, and will remain in effect until all payments to be made by the Municipality under the Loan Agreement have been paid in full.

10. **Binding Effect; Beneficiaries.** These conditions shall bind the parties hereto, their respective successors and assigns, and is made for the benefit of KDFA and KDHE, and the parties.

EXHIBIT J

FORM OF QUALIFIED USER CERTIFICATE

The undersigned is making the following representations and covenants on behalf of the City of Coffeyville (the "Municipality") in connection with the loan of funds to it (the "Loan") by the Kansas Department of Health and Environment ("KDHE"). The loan between KDHE and the Municipality (the "Loan Agreement") is dated April 1, 2020. The Municipality understands that all or a portion of the proceeds of its Loan may be funded with proceeds of bonds issued by Kansas Development Finance Authority ("KDFA") the interest on which is intended to be exempt from Federal income tax ("Tax-Exempt Bonds"). In the Loan Agreement the Borrower agreed that it would not use any portion of the proceeds of the Loan or the facilities financed with the proceeds of the Loan (the "Financed Facility") in a manner that could cause interest on any of the Tax-Exempt Bonds to become subject to income tax. Each of the following representations and covenants is made for the purpose of satisfying this covenant contained in the Loan Agreement.

1. In addition to the terms defined above, the following capitalized terms have the meaning set out below:

"Management or Operating Agreement" means a legal agreement with a Non-Qualified User where the Non-Qualified User provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. However, a contract for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing or similar services) is not a Management or Operating Agreement.

"Non-Qualified Use" generally means any use of the Financed Facility in a trade or business carried on by any Non-Qualified User that is different in form or substance to the use made of the Financed Facility by any other member of the general public. The rules set out in United States § 1.141-3 determine whether Bond Proceeds or the Financed Facility are "used" in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

"Non-Qualified User" means any person or entity other than a Qualified User.

"Opinion of Bond Counsel" means the written opinion of a firm of nationally recognized Bond Counsel acceptable to KDFA to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

"Qualified User" means the City, a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

2. The Municipality is the owner of the Financed Facility. As long as any portion of the Loan is unpaid the Municipality will never permit any of the Financed Facility to be used in any Non-Qualified Use without first notifying KDFA and KDHE in writing and obtaining an Opinion of Bond Counsel.

3. None of the proceeds of the Loan will be loaned directly or indirectly to any Non-Qualified User.

4. All costs previously paid by the Borrower that are to be reimbursed from the proceeds of the Loan either (1) were paid by the Borrower not more than 3 years prior to the date reimbursement is requested or (2) were for costs incurred in connection with the planning or design of the project paid prior to the date construction commenced. Loan proceeds will not be available to reimburse outstanding tax-exempt obligations of a political subdivision, except in certain limited circumstances. Should you wish to discuss applicable restrictions, please contact the KDHE Program Administrator.

5. No operating costs or expenses of the Municipality are being paid from the proceeds of the Loan.

6. The Municipality will not enter into any Management or Operating Agreement of the Financed Facility or lease any portion of the Financed Facility to any Non-Qualified User without first (1) notifying KDFA and KDHE in writing and (2) obtaining an Opinion of Bond Counsel.

7. Upon the written request of KDHE or KDFA the Municipality will provide written confirmation of compliance with each of the forgoing certifications and covenants in a form acceptable to KDHE and KDFA.

CITY OF COFFEYVILLE

By: _____

Printed Name

Title

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	April 28, 2020
RESOLUTION NUMBER	R-20-25
AGENDA TITLE	A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN INDUCEMENT AGREEMENT BY AND BETWEEN THE CITY OF COFFEYVILLE, MONTGOMERY COUNTY, AND PROSPERITI BUILDERS, L.L.C.
REQUESTING DEPARTMENT	City Administration
PRESENTER	City Manager

DISCUSSION	Per previous announcements and presentations to the City Commission, Prosperiti Builders, L.L.C., is in the process of purchasing the former Southwire building in the Industrial Park in order to operate a modular housing unit manufacturing facility. Assuming the acquisition goes through, the company intends to hire 62 employees by January 1, 2021 and reach full employment of 119 employees by January 1, 2024, which will provide an economic benefit to the citizens of the County and City. Under the proposed inducement agreement, the City would pay Prosperiti an inducement payment of \$46,500, which amounts to \$750 per employee x 62 employees. If the company's employment level falls below 62 employees during a given year of the agreement, the company would be required to reimburse the City at the rate of \$150 per employee, per year, of the deficiency. In addition to the initial inducement payment, the agreement calls for the City to provide the company with an additional \$100 per full-time employee who resides within the city limits of Coffeyville, up to a maximum of 119 employees (up to \$11,900 per year if the company employs 119 employees and all employees reside within the city limits), and a payment of \$150 per full-time position above the threshold level of 62 employees, per year, created in the first 5 years of the Company's operation, up to a maximum of 57 new full-time position (up to \$8,550 per year if the company employs 119 employees every year). The City's maximum inducement payments are summarized as follows: Initial payment - \$46,500 Residency incentive payment – up to \$11,900 per year x 5 years - \$59,500 Additional FTE employees exceeding 62 – up to \$8,550 per year x 5 years - \$42,750 Total - \$148,750 Note: Montgomery County is providing the same incentive payments to the company.
RECOMMENDATION	Approve Resolution R-20-25

RESOLUTION NO. R-20-25

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN INDUCEMENT AGREEMENT BY AND BETWEEN THE CITY OF COFFEYVILLE, MONTGOMERY COUNTY, AND PROSPERITI BUILDERS, L.L.C.

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 that certain Inducement Agreement by and between the City of Coffeyville, Montgomery County, and Prosperiti Builders, L.L.C.

BE IT FURTHER RESOLVED that City staff be and are hereby authorized and directed to take all other actions necessary or expedient to the fulfillment of the Inducement Agreement, subject to the terms and conditions thereof.

Adopted this 28th day of April 2020.

Paul Bauer, Mayor

ATTEST:

Melissa Carter, City Clerk

Approved as to Form and Legality:

Paul Kritz, City Attorney

INDUCEMENT AGREEMENT

This Inducement Agreement (“the Agreement”) is entered into between Montgomery County, Kansas, a duly organized political subdivision of the State of Kansas (the “County”), the City of Coffeyville, Kansas, a municipal corporation (the “City”), and Prosperiti Builders, L.L.C., a Missouri limited liability company authorized to do business in Kansas (the “Company”).

Recitals:

WHEREAS, the Company plans to operate a modular housing unit manufacturing facility in Coffeyville, Kansas; and

WHEREAS, the Company has several options for the location of its existing and future manufacturing lines; and

WHEREAS, establishing a new manufacturing operation in Coffeyville is an economic benefit to the citizens of the County and City; and

WHEREAS, the County and City wish to provide incentives to the Company in order to create new jobs in Coffeyville; and

WHEREAS, the County and City wish to assist the Company in financing the purchase of additional machinery and equipment, building and land acquisition, building renovations, and workforce recruitment and training costs associated with opening the Coffeyville facility, subject to the terms and conditions of this Agreement; and

WHEREAS, the Montgomery County Action Council (“MCAC”) wishes to support the County and City in these efforts and is willing to facilitate discussions between the parties to this Agreement, as the project progresses.

NOW, THEREFORE, in consideration of the benefits to be derived by each of the parties to this Agreement, the parties have agreed, as follows:

1. Definitions. For purposes of this Agreement:

Employee shall mean an individual who is employed at the Facility a minimum of 32 hours per week, inclusive of holidays, vacations and sick leave, and who receives fringe benefits routinely furnished to other Company workers at the Facility.

FTE position shall mean a position requiring a minimum of 32 hours per week at the facility.

Facility shall mean the ~406,027 square foot manufacturing facility located at 2412 N. US Highway 169, in Coffeyville, Kansas.

2. The Company agrees to acquire the Facility and commence converting the Facility for use as a modular housing unit manufacturing facility by June 1, 2020.

3. The Company agrees to employ a minimum of 62 FTE positions at the Facility commencing as of January, 2021 (depending on construction timeline), and continuing through

December, 2025. The Company shall provide documentation to County and City by no later than March 1, of each year, during the term of this Agreement, in order to substantiate its employment numbers for the preceding 12-month period, on an annual basis; provided, the initial report, which is due as of March 1, 2021, shall substantiate the Company's employment level as of January 1, 2021. In addition to the initial 62 FTE positions, the Company will create 51 new FTE positions by December 31, 2022; and 6 new FTE positions by December 31, 2023, for a total employment goal of 119 FTE positions.

4. The Company agrees to pay its Employees a median hourly wage of not less than \$14.13 per hour, plus benefits, throughout the term of this Agreement.

5. The County agrees to provide Company with a job creation forgivable loan in the amount of \$46,500, based on the Company's projection of 62 new FTE positions at a rate of \$750 per FTE position at the Facility. The City agrees to provide Company with a job creation forgivable loan in the amount of \$46,500, based on the Company's projection of 62 new FTE positions at a rate of \$750 per FTE position at the Facility. These forgivable loans are payable upon completion of the Company's purchase of the Facility and provide a total of \$93,000 for the anticipated creation of 62 FTE positions to be hired in the first year of operations of the Facility.

6. In addition, the County and the City agree to provide Company with a job creation forgivable loan of \$750 per FTE position created in the first five (5) years of the Company's operation of the Facility, up to a maximum of 57 new FTE positions, to be paid out in five (5) annual installments. Should Company's employment level exceed 62 FTE Positions during a given year of this Agreement, County and City each agree to remit an additional \$150.00 to the Company, per such Employee above the minimum requirement, up to a maximum of \$8,550.00 per year (57 jobs x \$150.00). For example, if the employment level as of December 31, 2021, is 113, the County and the City shall each remit an additional payment in the amount of \$7,650.00 (\$150.00 per Employee x 51 Employees). Payment shall be remitted to the Company within sixty (60) days after verification of the employment numbers.

7. If the Company's employment level falls below 62 FTE Positions during a given year of this Agreement, the Company agrees to reimburse County and City at the rate of \$150.00 per FTE position below the minimum requirement. For example, if the employment level as of December 31, 2021, is 60, the Company shall reimburse the County and the City in the amount of \$300.00 each (\$150.00 per Employee x 2 Employees).

8. In addition, for every Employee that is proven to reside within Montgomery County, the County agrees to remit an additional \$100.00 to Company, per Employee, up to a maximum of \$11,900.00 per year, during a given year of this Agreement. In addition, for every Employee that is proven to reside within the City limits of Coffeyville, the City agrees to remit an additional \$100.00 to Company, per Employee, up to a maximum of \$11,900.00 per year, during a given year of this Agreement. For example, if the employment level as of December 31, 2020, is 62, and 50 of those Employees are residents of Montgomery County, the County shall remit an additional payment in the amount of \$5,000.00 (\$100.00 per employee x 50 employees) to Company, for such year. If 40 of those Employees reside within the City limits of Coffeyville, the City shall remit an additional payment in the amount of \$4,000.00 (\$100.00 per Employees x 40

Employees) to Company, for such year. This will be in effect for the five-year term of this agreement for a total potential residency bonus incentive of up to \$119,000.

9. For purposes of determining Company's eligibility for residency-related incentive payments under this Agreement, an Employee must be a full-time resident of Montgomery County and/or City of Coffeyville, as applicable. The Employee's residency shall be established to the satisfaction of the County and City. Criteria for determining the Employee's residency may include but is not necessarily limited to the address listed on the Employee's federal and state income tax returns, driver's license, automobile registration, utility bill receipts, etc. The Company shall remit documentation to County and City to support the residency payments, if applicable.

10. The Company agrees to promote Coffeyville and Montgomery County for Employee residency within internal human resources and hiring initiatives.

11. (a) Subject to receipt of a proper application and compliance with all applicable laws, the County intends to issue, pursuant to the K.S.A. 12-1740 *et seq.* (the "IRB Act"), industrial revenue bonds, in one or more series, in an aggregate principal amount not to exceed \$20,000,000 to finance the facility, land, equipment, renovation, and other project costs, subject to satisfaction of the conditions set forth in this **Section 11**. Pursuant to the IRB Act, the County intends to grant the Company a 10 year – 100% property tax abatement on the Facility and land funded through the industrial revenue bond, except as otherwise provided by law or the IRB Act.

(b) The issuance of the IRBs and the ensuing tax abatement are subject to the satisfaction of the following:

- (i) the Company's substantial compliance with the terms of this Agreement;
- (ii) the successful negotiation and sale of the IRBs to a purchaser, which shall be either Company or a financial institution determined by the Company and acceptable to the County (the "Purchaser"), which sale shall be the responsibility of the Company and not the County;
- (iii) the receipt of the approving legal opinion of Gilmore & Bell, P.C., as Bond Counsel, in form acceptable to the County, the Company and the Purchaser;
- (iv) The execution of a PILOT agreement;
- (v) the obtaining of all necessary Governmental Approvals to the issuance of the IRBs; and
- (vi) the commitment to and payment by the Company or Purchaser of all expenses relating to the issuance of the IRBs, including, but not limited to: (1) expenses of the County and the County Counselor; (2) any placement fees and expenses; (3) all legal fees and expenses

of Bond Counsel; and (4) all recording, filing fees and other expenses required by the IRB Act.

12. MCAC agrees to assist the Company throughout the Rural Energy for America (REAP) evaluation and grant application process. This program encourages small companies to become more energy efficient by updating older, inefficient facilities and equipment. The REAP program provides both competitive grants and loan guarantees. The grants could pay for 25% of the eligible project costs. The loans can be used to fund up to 75% of the eligible project costs. MCAC will assist in setting up the required energy audit with the Kansas State University Engineering Department, and provide assistance during the application process. This grant is competitive, and is not guaranteed.

13. MCAC agrees to assist the Company throughout the IRB process as needed to ensure that the process is completed in a timely manner, including the initiation of the cost benefit analysis, and facilitating communication between the company and the taxing entities during the process.

14. MCAC agrees to assist the Company as they apply for funding through programs such as USDA Rural Development Loans or Grants, Community Development Block Grant programs, and any other funding sources that they might need to apply for during the initial development process.

15. MCAC and the County agree to assist the company and facilitate conversations with state and local regulatory agencies during the permitting process to assist in the timely completion of the permitting process. In addition, MCAC and the County will assist the company and facilitate conversations with the Kansas Department of Health and Environment regarding the groundwater being pumped out of the facility from the sump-pump system to determine an environmentally friendly and sustainable way to utilize or remove this spring water from below the building.

16. MCAC agrees to assist the Company and facilitate the purchase of the 45 acres owned by Leviton, Inc., with the intent that Leviton, Inc. would ideally do so at \$45 for the entire 45 acre parcel.

17. MCAC agrees to assist the Company in negotiating and facilitating the purchase of the 8.6-acre parcel owned by Helen Adams of Covered Wagon, LP (the "Adams Property"), which is adjacent to the primary property located at 2413 N. Old US 169. The terms and conditions of the acquisition shall be subject to Company's approval. Upon closing of all transactions contemplated by this Agreement, County agrees to reimburse the Company for the purchase price of the Adams Property in an amount not-to-exceed \$27,300.

18. MCAC agrees to facilitate the workforce development process in conjunction with Coffeyville Community College and any other higher education training program and KANSASWORKS job fairs or hiring events to assure that the Company has adequate opportunity to hire the required number of employees for their operations.

19. The City, as the electric utility provider for the Facility, agrees to offer an economic development incentivized rate for electric energy consumption and demand use based on the determined appropriate and applicable level of electric energy consumption and electrical demand, as stated in the approved Rate Schedule ED-18 Economic Development Rate, which can provide for a declining discounted rate for a period up to five (5) years. (ED-18 Rate Schedule attached).

20. The City, as the water and waste water utility provider for the Facility, agrees to offer water and wastewater services at rates in accordance with the rate schedules approved by Ordinance G-12-02 and G-09-03, providing for a declining tier rate structure for each utility (Water and/or Waste Water) based upon metered usage.

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives on the dates written below.

Montgomery County, Kansas

Date: _____

by _____
Larry McManus, Chairman

Attest:

Charlotte Scott-Schmidt, County Clerk

City of Coffeyville, Kansas

Date: _____

by _____
Paul Bauer, Mayor

Attest:

Melissa Carter, City Clerk

Prosperiti Builders, L.L.C.

Date: _____

by _____
Title: _____

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	April 28, 2020
RESOLUTION NUMBER	R-20-26
AGENDA TITLE	A RESOLUTION TO APPROVE ADJUSTMENTS TO THE UNIT PRICES PAID TO REPUBLIC SERVICES OF CHERRYVALE FOR RESIDENTIAL AND CITY-RELATED TRASH SERVICES.
REQUESTING DEPARTMENT	City Administration
PRESENTER	Paul Kritz, City Attorney
PURPOSE	To approve a 3% increase to the unit prices paid to Republic Services for residential and city-related trash services.
DISCUSSION	The City has two 3-year contracts with Republic Services of Cherryvale to provide residential trash pickup services within the City and trash services to City facilities. Both contracts have terms beginning April 1, 2019 and ending March 31, 2022. The contracts allow Republic Services to request a price increase of up to 3% per contract year. The increase is based upon any increase in the United States Department of Labor, Bureau of Statistics, Washington D.C. Consumer Price Index (CPI) for water, sewer and trash for Urban consumers for the previous year. The current CPI is 3.2%. Republic Services is requesting an increase of 3% on all residential trash service as well as a 3% increase on the city's trash service. The following information has been provided by Republic as justification for the requested increase: maintenance costs increased by 5% over last year; wages and insurance increased by a combined 10%; disposal has increased by 3%; equipment (carts) have increased by 4%; and taxes and overall operating costs have increased. More recently, Republic has informed staff that disposal at the curb

	has increased by approximately 30% since the COVID-19 outbreak, thereby necessitating more trips to the landfill. The contracts provide any price increase must be justified to the City Manager. In this case, while price increases are never popular, staff believes the adjustment is reasonable. If approved, staff recommends adjusting the monthly trash rates charged to customers in order to cover the increase, which will be covered as a separate agenda item. It should be noted that when the City went out for bids for trash services in 2019, there were two bidders, and the bid submitted by Republic Services was substantially less than the other. City staff has a good working relationship with Republic Services.
REFERENCE DOCUMENTS ATTACHED	Contracts with Republic Services

RESOLUTION NO. R-20-26

A RESOLUTION TO APPROVE ADJUSTMENTS TO THE UNIT PRICES PAID TO REPUBLIC SERVICES OF CHERRYVALE FOR RESIDENTIAL AND CITY-RELATED TRASH SERVICES.

WHEREAS, the City of Coffeyville and Sunset Disposal, Inc., d/b/a Republic Services of Cherryvale, are parties to a Residential Solid Waste Agreement and a Solid Waste Collection Agreement with terms beginning April 1, 2019 and ending March 31, 2022; and

WHEREAS, the Agreements allows Republic Services to request that the unit prices for services be increased up to a maximum of 3% per contract year, which increase shall be based upon any increase in the United States Department of Labor, Bureau of Statistics, Washington, D.C. Consumer Price Index (CPI) for water, sewer, and trash for Urban consumers for the previous year; and

WHEREAS, the actual increase in the CPI for the applicable period was 3.2%; and

WHEREAS, Republic Services of Cherryvale has justified an increase of the unit prices to the satisfaction of the City Manager, as required pursuant to Section 5.2 of each of the Agreements.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas, that the rates payable to Republic Services of Cherryvale pursuant to the Agreements should be and are hereby adjusted, as follows:

1. The Residential Solid Waste Agreement rates shall be:

	<u>Through 4/30/20</u>	<u>5/1/20 and after</u>
Monthly price for each residential unit	\$9.25	\$9.53
Monthly price for each senior unit	\$9.00	\$9.27
Monthly price for each additional poly-cart	\$6.10	\$6.28

2. The Solid Waste Collection Agreement rates, as set forth in Exhibit A to said Agreement, shall be increased by 3% per unit price from and after May 1, 2020.

Adopted this 28th day of April 2020.

Paul Bauer, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

**SOLID WASTE COLLECTION AGREEMENT
BETWEEN THE CITY OF COFFEYVILLE, KANSAS
AND SUNSET DISPOSAL, INC., D/B/A REPUBLIC SERVICES OF CHERRYVALE**

This agreement made and entered into as of this 12th day of February 2019, by and between the City of Coffeyville, Montgomery County, Kansas (hereinafter referred to as City), and Sunset Disposal d/b/a Republic Services of Cherryvale (hereinafter referred to as Contractor).

WHEREAS, Contractor is engaged in business of collecting solid waste, and

WHEREAS, the parties wish to provide for the collection, removal and disposal of all collectible solid waste at City owned facilities as outlined in attached Exhibit A and to perform such other work as may be incidental thereto and the parties wish to reduce their agreement to writing,

NOW THEREFORE, in consideration of the conditions, mutual agreements and covenants herein contained, it is understood and agreed by the parties hereto as follows:

ARTICLE I. TERM OF CONTRACT

- 1.1 The term of this agreement shall be for a three (3) year period, commencing April 1, 2019, and ending March 31, 2022, unless either party gives written notice to the other party for failure to perform under this contract Section 6.1. The contract may extend for additional terms if both parties agree prior to expiration of original terms.
- 1.2 The City's financial obligations contained in this agreement are subject to annual appropriations of funding in the municipal budget during each calendar year the agreement remains in effect. The City shall make a good faith effort to fund said financial obligations on an annual basis. If the City fails to do so, the agreement shall be cancelled as of the date of non-appropriation, without penalty or additional liability to either party.

ARTICLE II. OBLIGATION OF CONTRACTOR

- 2.1 Contractor shall collect, remove, and dispose of solid waste, trash, garbage, refuse, and similar material set for collection (excluding hazardous waste or special waste), at the agreed upon City owned facility locations. Contractor shall at all times be cognizant of wind conditions and be responsible for collecting any waste that blows out of containers or collection vehicles during the collection process. Contractor shall at all times observe and comply with applicable local, state and federal regulations in relation to Solid Waste removal and disposal.
- 2.2 Carts/Dumpsters - Contractor shall provide the agreed upon size of dumpster and/or polycart at City owned facilities as indicated in the attached Exhibit A. All equipment costs shall be included in the unit price for service. Contractor shall provide carts and/or dumpsters that are in good condition and repair and shall provide replacement carts as deemed necessary by the City. The carts/dumpsters shall be removed by the Contractor within thirty (30) days following the termination of this Agreement unless the Agreement is renewed or the parties otherwise agree.

- 2.3 Disposal - All Solid Waste collected by the Contractor shall be disposed of at a processing facility or disposal area approved by the City and complying fully with all requirements of the state in which the landfill is located.
- 2.4 Holidays - Contractor shall not be required to pick up Solid Waste on the following holidays: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day. The collection ordinarily made on such day shall be made by the Contractor on the next day and using Saturday to get back on schedule.
- 2.5 Inclement Weather - In the event that inclement weather prevents a scheduled collection, then the collection ordinarily made on such day shall be made by the Contractor on the next day and using Saturday to get back on schedule. Inclement weather is considered snowfall and or ice that prevent the trucks from running in safe and reasonable manner.
- 2.6 Missed pick up - All reported missed trash pickups shall be picked up within 24 hours of the missed collection date.
- 2.7 Insurance - Contractor shall purchase and maintain during the life of this contract the following insurance:
- 2.7.1 Liability insurance showing the City as an additional insured with policy limits reasonably acceptable to the City, which shall be a minimum of \$1,000,000.00.
 - 2.7.2 Worker's Compensation meeting the statutory requirements of the State of Kansas.
- 2.8 Landfill Services - All costs, fees and expenses of landfill services, if any, shall be paid by the Contractor.
- 2.9 Maintenance of Equipment - Contractor agrees to keep its vehicles, tools and equipment in good condition, repair and working order; Contractor agrees to pay, as the same respectively come due, all taxes, assessments and other governmental charges at any time lawfully levied or assessed upon or against all vehicles, tools and equipment, and other necessary facilities thereof or any part thereof; and Contractor agrees to provide annually written documentation to the City that it has obtained and is maintaining all-risk casualty insurance on its vehicles, tools and equipment.
- 2.10 Storage of Equipment - Throughout the term of this agreement, Contractor shall not leave unattended any vehicles, tools or equipment in residential areas of the City. No vehicles shall remain parked or stored inside the City limits for extended periods (over two hours) or overnight.

ARTICLE III. OBLIGATION OF CITY

- 3.1 City Obligation - City shall be responsible for allowing access to the polycuts and/or dumpsters at the agreed upon City owned facilities.
- 3.2 City will pay monthly for trash collection services provided by the Contractor at the agreed upon City owned facilities.

ARTICLE IV. RATE SCHEDULE

- 5.1 As full consideration for performing all work and services set out in this Agreement, the City agrees to pay the Contractor within thirty (30) days of receipt of invoices in accordance with the unit prices set out in the Schedule/Rate Table Exhibit A attached hereto and made part of hereof. All invoices not paid by the due date shall carry interest at a rate of 1.5% per month or, if lower, the maximum rate permitted by applicable state law, until the balance is paid in full.
- 5.2 Cost Increases – Each year, not less than 30 days prior to the Agreement anniversary date, the Contractor may request that the unit price be increased up to a maximum 3% per contract year, which increase shall be based upon any increase in the United States Department of Labor, Bureau of Statistics, Washington, D.C. Consumer Price Index (CPI) for water, sewer, and trash for Urban consumers for the previous year. For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding. In addition, Contractor may increase the rates for Services as a result of increases in costs incurred by Company due to changes in local, state, or federal statutes, rules, ordinances regulations, or other laws. No payment increase will be automatic; the Contractor shall justify any increase to the City Manager who will make a recommendation to the City Commission for consideration. The Contractor shall present documentation of actual cost increase to the City to justify the payment increase request. Any of the foregoing cost adjustments may be retroactive to the effective date of such increase or change in cost if approved by the City Commission.

ARTICLE V. INDEMNIFICATION

- 5.1 Contractor shall indemnify and save harmless the City, its officers, employees, agents and assigns from any liability, claim, damage, or cause of action which may be sustained or asserted against said City, including reasonable attorney fees, to the extent caused by Contractor's negligent performance of services under this Agreement.

ARTICLE VI. FAILURE TO PERFORM

- 6.1 In the event the Contractor shall fail or refuse to perform said duties and obligations hereunder, or shall become insolvent, or shall become the subject of a proceeding in bankruptcy, or shall become the subject of any proceeding for the appointment of receivership, or in the event of assignment for the benefit of Contractor's creditors, or taking of its trucks, equipment, vehicles and other facilities used in connection with the performance of the work under any execution against Contractor, then the City may declare Contractor to be in breach of this agreement and, upon five (5) days written notice to the Contractor by regular mail, facsimile or served personally upon the Contractor, may terminate the agreement. Upon such termination, the City shall be entitled to recover damages and take such other actions and seek other remedies as may be permitted by law.

ARTICLE VII. MISCELLANEOUS

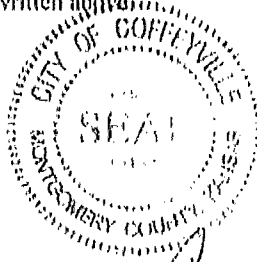
- 7.1 This agreement shall be construed and interpreted in accordance with the laws of the State of Kansas, in Kansas Courts.
- 7.2 In the performance of its duties hereunder, Contractor agrees to comply with all laws of the United States, State of Kansas and City Ordinances.
- 7.3 This Agreement is the entire and final expression of the Agreement and it may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or negotiations of the parties.
- 7.4 The covenants terms and conditions of this Agreement shall extend to and be binding upon the successors, assigns, trustees, and/or receivers of the respective parties thereto.
- 7.5 The section headings hereof are for the convenience of referenced only and shall not be treated as a part of this Agreement or as affecting the true meaning of the provisions herein.
- 7.6 This Agreement 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 and the same instrument.
- 7.7 This Agreement has been prepared from negotiations from all parties and no party shall be charged with having prepared this document in the event an ambiguity exists.
- 7.8 Should any paragraph be declared unconstitutional or unenforceable, the validity of the remaining provisions shall be given full force and effect.
- 7.9 Any waiver by the parties hereto of any breach of any parties' obligations under this Agreement shall not be deemed a continuing waiver and shall not prevent the parties hereto from exercising any remedy they may have for any succeeding breach of the same or other obligation.
- 7.10 The contract is non-assignable and non-transferable by Contractor without prior written consent of the City; provided, however, that Contractor may assign this Agreement without the consent of the City to an affiliate of Contractor, to any person or entity that purchases any operations from Contractor, or as a collateral assignment to any lender to Contractor or any of its affiliates. A subcontractor of the Contractor cannot be used without the prior written consent of the City.
- 7.11 All notices and communications required to be in writing pursuant to this Agreement shall be effective only if delivered personally, or sent by facsimile or certified mail, or by overnight delivery service to the following:

Sunset Disposal, Inc., d/b/a Republic Services of Cherryvale
Attention: General Manager
4237 CR 5300
Cherryvale, KS 67335

City of Coffeyville, Kansas
Attn: City Manager
P.O. Box 1629/ 102 W. Seventh
Coffeyville, KS 67337
(620) 252-6175 (fax)

7.12 Notwithstanding any other provision of this Agreement, except for the City's obligation to pay amounts due to Contractor, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

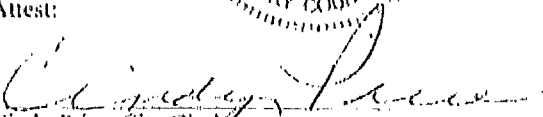
IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the day and year first written above.



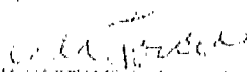
CITY OF COFFEYVILLE, KANSAS


Paul Bauer, Mayor

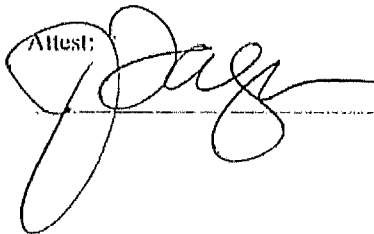
Attest:


Cindy Price, City Clerk

REPUBLIC SERVICES OF CHERRYVALE


Peter Forst, Municipal Manager

Attest:



City of Coffeyville - City-Owned Facility Trash Pick-up Exhibit A - April 1, 2019 - March 31, 2022				
Location	Address	Number/Size of Dump(s)	# Pick-up Times/Week	Reputable Services**
Electric Plant	605 S. Santa Fe	1- 4 Yd	1	\$ 58.75
Electric Distribution Building	616 S. Spring	1- 4 Yd	1	\$ 58.75
Electric New Generation	2601 N. 5th (Ind. Park)	1-2 Yd	1	\$ 37.65
Water Treatment Plant	1702 River Road	1- 4 Yd	1	\$ 58.75
Public Service Barn	1106 River Road	1 40-Yd roll off	As Needed	\$ 272.83
Public Service Barn	1106 River Road	1- 3 Yd	1	\$ 58.75
Library	311 W. 10th	1- 2 Yd	1	\$ 75.30
Wastewater Treatment Plant	503 E. CR 1400	1 20-Yd	As Needed	\$ 272.83
Wastewater Treatment Plant	503 E. CR 1400	1 - 4 Yd	1	\$ 58.75
Aquatic Center	1906 N. Buckeye	1- 3 Yd	1 [†]	\$ 58.75
Hillcrest Golf Course	1509 N. Cline	1- 3 Yd	1	\$ 58.75
Hillcrest Golf Course	1509 N. Cline	3 Polycarts	1	\$ 45.12
Fairview Cemetery	2602 Woodland	1 Polycart	1	\$ 15.04
City Hall	102 W. 7th	1- 2 Yd	2	\$ 37.65
Police/Fire Department	1206 W. 11th	1- 4 Yd	1	\$ 58.75
Airport	N Hwy 169	1- 2 Yd	1	\$ 37.65
Animal Shelter	502 E. CR 1400	1 3-Yd	1	\$ 58.75
Brown Mansion	Eldridge & Walnut	1- 2 Yd	1	\$ 37.65
Shooting Range	1300 S. Walnut	1 Polycart	1	\$ 15.04
Sycamore Park	W. 1st Street	1 Polycart	1	\$ 15.04
Oakerest Lodge	2006 Oakerest	1 Polycart	1	\$ 15.04
Roosevelt Drive	At top of trail - N. Bucke	1 Polycart	1	\$ 15.04
Harmon Park	804 E. 3rd	2 Polycarts	1	\$ 45.12
Ron Stevenson Building	601 Park Avenue	2 Polycarts	1	\$ 15.04
Downtown Business District		14 Trash Cans	1	no charge
The number of polycarts are seasonal.				
Woods RV Park	701 Hargis	6 Polys Oct-Feb	1	\$ 90.24
		12 Polys Mar-Sept	1	\$ 180.48
Rivercrest RV Park	600 Wood	6 Polys Oct-Feb	1	\$ 90.24
		13 Polys Mar-Sept	1	\$ 182.81
Walter Johnson Playground	401 Hargis	3 Polys Oct-Feb	1	\$ 45.12
		5 Polys Mar-Sept	1	\$ 75.20
LeClere Park	1600 Woodland	3 Polys Oct-Feb	1	\$ 45.12
		5 Polys Mar-Sept	1	\$ 70.31
Plister Park	1901 N. Buckeye	3 Polys Oct-Feb	1	\$ 45.12
		8 Polys Mar-Sept	1	\$ 112.50

[†] May 15 - August 31

** prices are monthly except the as needed roll offs which are per time dumped

RESIDENTIAL SOLID WASTE AGREEMENT

This Residential Solid Waste Agreement ("Agreement") made and entered into as of this 12th day of February, 2019, by and between the City of Coffeyville, Montgomery County, Kansas ("City") and Sunset Disposal, Inc., d/b/a Republic Services of Cherryvale ("Contractor").

WHEREAS, City wishes arrange for the collection, removal and disposal of collectible residential solid waste within the City, and related work; and

WHEREAS, Contractor is engaged in the business of collecting solid waste and submitted a bid to City for providing such services.

NOW THEREFORE, in consideration of the conditions, mutual agreements and covenants herein contained, it is understood and agreed by the parties hereto as follows:

ARTICLE I. DEFINITIONS

- 1.1 Applicable Law means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction.
- 1.2 City shall mean the City of Coffeyville, Kansas.
- 1.3 Commercial Waste shall mean all Solid Waste emanating from (a) establishments engaged in business including, without limitation, stores, markets, office buildings and restaurants, and (b) multiple (larger than double) family Residential dwellings.
- 1.4 Dwelling Unit shall mean single and double family Residential dwellings.
- 1.5 Garbage shall include all kitchen and table refuse and every accumulation of animal, vegetable and other material that attends the preparation, consumption, decay or dealing in or storage of meat, fish, fowl, birds, grain, fruits, vegetables or other types of foods of whatever character and shall include all animal and vegetable refuse from kitchens and all household wastes that shall have resulted from the preparation of food including tin cans and bottles. Dead animals, dishwater and wastewater are excluded from the definition of garbage.
- 1.6 Rubbish, trash or refuse shall include any and all accumulations of waste materials such as paper, tin cans, bottles, glass containers, paper sacks, boxes, packing material, pasteboard, trimmings from lawn and flower gardens, small tree limbs under 4" in diameter when cut to a length of not to exceed 4' and tied in bundles not to exceed 18" in diameter. The term refuse shall include waste products from the construction, remodeling, demolition or repair of any building,

or resulting from any construction or building operation. The term refuse shall not include:

- (1) Sod, dirt, sand, rocks, bricks, or other masonry unless packaged in accordance with Sections 34-64 of City of Coffeyville Code of Ordinances or placed in roll-off containers designated for such purpose;
- (2) Any item posing unusual risk of injury to personnel or damage to the collection vehicle;
- (3) Tires;
- (4) Commercial Waste; or
- (5) Any yard waste, which is or becomes prohibited from disposal in subtitle D landfills.

- 1.7 Residential shall mean any enclosure, building, structure or portion thereof occupied by one or more persons for and as living quarters and containing (a) one or two individual dwelling units, and (b) rooming houses having no more than four persons in addition to the family of the owner or operator. Residential shall also mean mobile homes, manufactured homes and residential-designed manufactured homes.
- 1.8 Bulky Waste shall include but is not limited to furniture, carpeting, appliances (including hot water tanks), televisions, mattresses and containerized building materials from small "do it yourself" construction projects. The residential customer is responsible for the removal of any Freon from appliances prior to pick-up.
- 1.9 Solid Waste shall mean any nonhazardous solid waste including garbage, rubbish, trash and refuse generated at City location that is not excluded by the provision of this Agreement.

ARTICLE II. TERM OF AGREEMENT

- 2.1 The term of this Agreement shall be for a three (3) year period, commencing April 1, 2019, and ending March 31, 2022, unless City gives written notice to Contractor of City's failure to appropriate under Section 2.2, or either party gives written notice to the other party for failure to perform as described in Section 7.1; provided, the Agreement shall thereafter continue on a year-to-year basis unless either party gives written notice of non-renewal at least 90 days prior to the expiration of the original or renewal term; and provided, further, that either party may terminate the Agreement during a renewal period by giving at least 180-days' written notice of termination to the other party.

- 2.2 Contractor shall be compensated for services actually provided in accordance with the pricing provision, as adjusted from time to time. Contractor shall be compensated for its services based on the City's collections, (which are in arrears on a monthly cycle at the end of each month). City shall pay Contractor as set forth in Section 5.1 of this Agreement. The City shall ensure that at all times during the term of this Agreement that the City will charge, pursuant to an ordinance duly passed by the City's governing body, a sufficient rate from the City's solid waste customers to pay the amounts due under this Agreement and to otherwise operate the City's solid waste collection system, including all applicable sales taxes and billing and collection costs and procedures for customers services hereunder. The City shall provide to Contractor a copy of all ordinances referenced by this paragraph within thirty (30) days of passing each such ordinance. It is expressly understood by the parties that all payments due by the City hereunder are to be made from revenues received by the City from the operation of its solid waste collection system and that all payments to be made hereunder shall constitute operating expenses of such waste collection system. Contractor shall not have any right to demand payment of any obligation of the City under this Agreement from funds raised or to be raised by taxation. No obligations of the City under this Agreement shall be construed to be a debt of the City of such kind as to require under the laws of this State the levy and collection of a tax to discharge such obligation.

ARTICLE III. OBLIGATION OF CONTRACTOR

- 3.1 Contractor shall have the exclusive right to collect, remove, and dispose of all Residential Solid Waste set for collection, including the occasional bags located outside the poly-cart, within the city limits of Coffeyville, as they now exist or may hereafter be revised according to and as required by City, and shall furnish all labor, vehicles, tools, equipment, and other necessary facilities therefor. Contractor shall at all times be cognizant of wind conditions and be responsible for collecting any Solid Waste that blows out of containers or collection vehicles during the collection process. Contractor shall at all times observe and comply with applicable local, state and federal regulations in relation to Solid Waste removal and disposal.
- 3.2 Contractor shall provide for a curbside monthly collection for residents of all approved bulky items up to three cubic yards each month. Residents may request collection of Bulky Waste prior to their scheduled Bulky Waste pick up day at a reasonable time agreed to by the Contractor and residential customer. Items accepted shall include, but are not limited to furniture, carpeting, appliances (subject to applicable rules or regulations), televisions, and mattresses. Items that will not be accepted are tires, liquid paint, automotive batteries, motor oil, railroad ties, chemicals and hazardous materials.

- 3.3 If unauthorized or excluded waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire container of waste. In such situations, Contractor shall contact the City and the City shall undertake appropriate action to ensure that such waste is removed and properly disposed of by the depositor or generator of the waste. In the event any unauthorized or excluded waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such waste to a location authorized to accept such waste in accordance with applicable laws, and charge the depositor or generator of such waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the waste and to collect the costs incurred by Contractor in connection with such waste. Subject to the City providing all such reasonable assistance to Contractor, Contractor shall release the City from any liability for any such costs incurred by Contractor in connection with such waste, except to the extent it is determined to be attributed to the City. As used herein, the term "unauthorized or excluded waste" shall mean and include any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes as defined by Applicable Law or any other regulated waste. Hazardous waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to RCRA, and including future amendments thereto, and any other Applicable Law.
- 3.4 Performance Bond – Prior to the effective date of this Agreement, the Contractor shall furnish to the City a performance bond with a corporate surety issued by a company acceptable to City in the amount of \$210,000.00. The Contractor shall pay all premiums chargeable for the bond. The bond shall specify that (a) it is non-cancelable for one year; and (b) it will automatically renew for subsequent one-year periods unless notice of cancellation is provided to the City by the surety at least 120 days prior to the effective date of the cancellation. In the event of cancellation, the Contractor shall furnish a replacement bond at least 90 days prior to the effective date of the cancellation, so that no lapse in coverage will occur. In the event Contractor does not so furnish a replacement bond, the City may declare the Contractor in default as of the effective date of cancellation of the bond and shall be relieved of all further obligations to Contractor as of the effective date of the cancellation of the bond.
- 3.5 Carts/Dumpsters – Contractor shall provide a 96-gallon cart/dumpster to all Dwelling Units receiving services under the Contract. All costs shall be included in the unit price for service. Contractor shall provide carts that are in good condition and repair and shall provide replacement carts as deemed necessary by the City. The carts/dumpsters shall be removed by the Contractor within thirty (30) days following the termination of this Agreement unless the parties

otherwise agree. Carts shall be uniform in size, shape and color for the duration of the agreement.

- 3.6 Curb/Alley – All Residential Solid Waste collections made by the Contractor shall be made at a curbside location adjacent to the Dwelling Unit from which collection is made, with the exception of those residences facing a State/Federal highway. Solid Waste collection for residences facing a State/Federal highway shall be made at the alley. Any changes in alley versus curbside pick must be approved by the City.
- 3.7 Disposal – All Solid Waste collected by the Contractor shall be disposed of at a processing facility or disposal area approved by the City and complying fully with all requirements of the state in which the landfill is located.
- 3.8 Holidays – Contractor shall not be required to pick up Solid Waste on the following holidays: New Year's Day, Thanksgiving Day, Christmas, Memorial Day, Labor Day and 4th of July. The collection ordinarily made on such day shall be made by the Contractor on the next day and using Saturday to get back on schedule. It is the intent of this provision that the occurrence of said holiday shall not prevent the Contractor from making one (1) collection per week per customer served.
- 3.9 Inclement Weather – In the event inclement weather prevents a scheduled collection, the collection ordinarily made on such day shall be made by the Contractor on the next day and using Saturday to get back on schedule. It is the intent of this provision that the occurrence of said weather event shall not prevent the Contractor from making one (1) collection per week per customer served. Inclement weather is considered snowfall and/or ice that prevents the collection truck from running in safe and reasonable manner.
- 3.10 Missed pick up – All reported missed trash pickups shall be picked up within 24 hours of the missed collection date. If the Contractor fails to meet the cure requirement, the City may, at its option, perform the collection and charge the Contractor \$200 for each and every missed trash pickup. Contractor shall not be required to pay any such sums if such failure or refusal shall be caused by fire, riots, civil disturbances or acts of nature.
- 3.11 Performance Standards – The Contractor shall be subject to the following customer service standards:
 - 3.11.1 Solid Waste shall be collected according to a schedule approved by the City.

3.11.2 The Contractor shall make efforts to minimize complaints per refuse crew. If more 10 complaints are received in a calendar month about a given crew, the Contractor shall take corrective action.

- 3.12 Collection Times – All Residential Solid Waste shall be picked up between 5:00 a.m. and 7:00 p.m., Monday through Friday, subject to the provisions of Section 3.8 and 3.9 hereof.
- 3.13 Toll-Free Telephone – Contractor shall maintain a toll-free telephone line staffed no less than 8:00 a.m. to 5:00 p.m. Monday through Friday by a supervisor with authority to handle problems or complaints as they may arise, brought to their attention by the City or by Residential customers. During non-business hours, the telephone shall be maintained by an answering machine or answering service.
- 3.14 Insurance - Contractor shall purchase and maintain during the life of this Agreement the following insurance:
- 3.14.1 Commercial General Liability insurance showing the City as an additional insured with policy limits reasonably acceptable to the City, which shall be a minimum of \$1,000,000.00.
- 3.14.2 Worker's Compensation meeting the statutory requirements of the State of Kansas.
- 3.14.3 All-risk casualty insurance on its vehicles, tools and equipment.
- 3.15 Liquidated Damages – In addition to the collection fees allowed in Section 3.10, Contractor shall pay the sum of \$2,000 as liquidated damages to the City for each and every day that the Contractor shall fail or refuse to perform the contracted duties and obligations of the provisions hereof; the parties agreeing that actual damages are difficult if not impossible to ascertain. The damages shall in no manner be construed as a penalty.
- 3.16 Landfill Services – All costs, fees and expenses of landfill services shall be paid by the Contractor.
- 3.17 Maintenance of Equipment - Contractor agrees to keep its vehicles, tools and equipment in good condition, repair and working order. Contractor agrees to pay, as the same respectively come due, all taxes, assessments and other governmental charges at any time lawfully levied or assessed upon or against all vehicles, tools and equipment.
- 3.18 Storage of Equipment – Contractor shall not leave unattended any vehicles, tools or equipment in residential areas of the City. No vehicles shall remain parked or stored inside the City limits for extended periods (over two hours) or overnight.

ARTICLE IV. OBLIGATIONS OF CITY

- 4.1 City shall be responsible for Residential billing and collection for Solid Waste collection services that are subject to this Agreement.
- 4.2 City will assist Contractor in asking residents who consistently have extra bags outside their poly-cart, to obtain service for an additional cart.

ARTICLE V. RATE SCHEDULE

- 5.1 As full consideration for performing all work and services set out in this Agreement, the City agrees to pay the Contractor within thirty (30) days of receipt of invoices in accordance with the unit prices set out in the Schedule/Rate Table Exhibit A attached hereto and made part of hereof. All invoices not paid by the due date shall carry interest at a rate of 1.5% per month or, if lower, the maximum rate permitted by applicable state law, until the balance is paid in full.
- 5.2 Cost Increases – Each year, not less than 30 days prior to the Agreement anniversary date, the Contractor may request that the unit price be increased up to a maximum 3% per contract year, which increase shall be based upon any increase in the United States Department of Labor, Bureau of Statistics, Washington, D.C. Consumer Price Index (CPI) for water, sewer, and trash for Urban consumers for the previous year. For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding. In addition, Contractor may increase the rates for Services as a result of increases in costs incurred by Company due to changes in local, state, or federal statutes, rules, ordinances regulations, or other laws. No payment increase will be automatic; the Contractor shall justify any increase to the City Manager who will make a recommendation to the City Commission for consideration. The Contractor shall present documentation of actual cost increase to the City to justify the payment increase request. Any of the foregoing cost adjustments may be retroactive to the effective date of such increase or change in cost if approved by the City Commission.

ARTICLE VI. INDEMNIFICATION

- 6.1 Contractor shall indemnify and save harmless the City, its officers, employees, agents and assigns, from any liability, claim, damage, or cause of action which may be sustained or asserted against said City, including reasonable attorney fees, to the extent caused by Contractor's negligence or willful misconduct in the performance of its duties or services under this Agreement.
- 6.2 City shall indemnify and save harmless the Contractor, its officers, employees, agents and assigns, from any liability, claim, damage, or cause of action which may be sustained or asserted against Contractor, including reasonable attorney

fees, to the extent caused by City's negligence or willful misconduct in the performance of its duties under this Agreement.

ARTICLE VII. FAILURE TO PERFORM

- 7.1 In the event the Contractor shall fail or refuse to perform its duties and obligations hereunder; or shall become insolvent, the subject of a proceeding in bankruptcy or appointment of receivership; or in the event of assignment of this Agreement for the benefit of Contractor's creditors; or upon the taking of Contractor's trucks, equipment, vehicles and other facilities used in connection with the performance of the work hereunder, then the City may declare Contractor to be in breach of this Agreement and Contractor, upon receipt of written notice of such, shall cure the breach within thirty (30) days. In the event of Contractor's failure to cure the breach within the said thirty (30) days period, City may terminate the Agreement upon thirty (30) days' notice to the Contractor. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within cure period and for as long thereafter as a cure is diligently pursued. Upon such termination, the City shall pay Contractor only such charges and fees for the Services performed on or before the termination effective date and Contractor shall collect its equipment, and Contractor shall have no further obligation to perform any Services under this Agreement.
- 7.2 In the event City breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the Contractor, the Contractor may terminate this Agreement by giving thirty (30) days' written notice of termination to the City.

ARTICLE VIII. MISCELLANEOUS

- 8.1 This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas. The District Court of Montgomery County, Kansas, shall have exclusive jurisdiction regarding any litigation that may arise between the parties in connection with this Agreement.
- 8.2 In the performance of its duties hereunder, Contractor agrees to comply with all laws of the United States, State of Kansas and City Ordinances.
- 8.3 This Agreement is the entire and final expression of the Agreement and it may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or negotiations of the parties.

- 8.4 The covenants terms and conditions of this Agreement shall extend to and be binding upon the successors, assigns, trustees, and/or receivers of the respective parties thereto.
- 8.5 The section headings hereof are for the convenience of referenced only and shall not be treated as a part of this Agreement or as affecting the true meaning of the provisions herein.
- 8.6 This Agreement 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 and the same instrument.
- 8.7 This Agreement has been prepared from negotiations from all parties and no party shall be charged with having prepared this document in the event an ambiguity exists.
- 8.8 Should any paragraph be declared unconstitutional or unenforceable, the validity of the remaining provisions shall be given full force and effect.
- 8.9 Any waiver by the parties hereto of any breach of any parties' obligations under this Agreement shall not be deemed a continuing waiver and shall not prevent the parties hereto from exercising any remedy they may have for any succeeding breach of the same or other obligation.
- 8.10 The contract is non-assignable and non-transferable by Contractor without prior written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, that Contractor may assign this Agreement without the consent of the City to an affiliate of Contractor, to any person or entity that purchases any operations from Contractor, or as a collateral assignment to any lender to Contractor or any of its affiliates. A subcontractor of the Contractor cannot be used without the prior written consent of the City.
- 8.11 All notices and communications required to be in writing pursuant to this Agreement shall be effective only if delivered personally, or sent by facsimile or certified mail, or by overnight delivery service to the following:

Republic Services of Cherryvale
Attention: Municipal Manager
4237 CR 5300
Cherryvale, KS 67335
620-336-3678

City of Coffeyville, Kansas
Attn: City Manager
P.O. Box 1629/ 102 W. Seventh
Coffeyville, KS 67337

(620) 252-6175 (fax)

- 8.12 Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance of this Agreement, by either party, due to contingencies beyond a party's reasonable control, shall excuse the performance of that party until the contingency no longer exists and shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. For purposes of this Agreement, contingencies that may excuse performance by a party include severe weather conditions, strikes, labor disputes, changes in law that prevent a party from performing their obligations hereunder, excess debris resulting from storm or other acts of God, and similar events. In the event of increased volume due to a Force Majeure event, Contractor and the City shall negotiate the additional payment to be made to Contractor. Further, the City shall grant Contractor variances in routes and schedules as deemed necessary by Contractor to accommodate collection of the increased volume of Waste Materials.

ARTICLE IX. TITLE; INDEMNITY

Title to Waste Material shall pass to Contractor when loaded into Contractor's collection vehicle or otherwise received by Contractor. Title to and liability for any excluded waste shall at no time pass to Contractor.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the day and year first written above.



CITY OF COFFEYVILLE, KANSAS

Paul Bauer, Mayor

Attest:

Cindy Price, City Clerk

SUNSET DISPOSAL, INC. DBA REPUBLIC
SERVICES OF CHERRYVALE

Pete Forst, General Manager

Attest:

Residential Solid Waste Agreement
City of Coffeyville and Republic Services of Cherryvale
April 1, 2019 – March 31, 2022

Exhibit A

Monthly price for each residential unit	\$9.25
Monthly price for each senior unit	\$9.00
Monthly price for each additional polycart	\$6.10



March 1st, 2020

City of Coffeyville
102 W. 7th
Coffeyville, Ks 67337

Dear Coffeyville,

This letter is a request per the contract for a modification of the current rate on the anniversary date of the agreement, April 1, 2020.. According to the agreement the increase slated is maximum 3.0% based on the consumer price index for water, sewer and trash. The current cpi is 3.2%. This would bring the residential rate paid to RS to **\$9.53**, the senior rate to **\$9.27** and the extra cart rate to **\$6.28** plus any additional city fees. City facilities will also increase 3.0%.

Republic appreciates the partnership we have formed with Coffeyville and look forward to another successful year. We value our relationship and pride ourselves in providing excellent service to the citizens of Coffeyville. If you have any questions, please do not hesitate to contact me.

Sincerely,

Jennifer Fagan
Republic Services of Galena
Municipal Manager
417-499-3739 cell



Dear Cities,

We continue to monitor the COVID-19 situation to make sure we're doing the right thing for the communities we serve. This includes working closely with public health experts and other advisors as well as adhering to CDC and OSHA guidance and following state governmental declarations of emergency and stay-at-home orders.

We are working hard to make sure our customers receive the highest quality customer service and that there are minimal service disruptions during this time, however the surge in residential curbside recycling and waste collections has presented unique challenges and caused us to temporarily modify our curbside collection services.

Over the last 30 days, we realigned and reprioritized our collection routes. This reprioritization resulted in the temporary suspension of bulk waste to ensure that our teams could effectively handle that additional volume in waste.

We have been able to handle the significant volume increase, and today we announce that effective Monday April 27th, we are reinstating bulk waste collection services in your community.

Navigating the uncertainty of the past month required flexibility of our partners, as well as courage of our frontline workers to continue to run your essential services without impact from the pandemic. We are very proud to live and work in the municipalities we serve and feel a commitment to do our part to help where possible. For this reason, I am pleased to inform you that last week, Republic Services launched our "**committed to serve**" initiative to honor our frontline employees while also supporting our local small business customers to help keep our communities thriving.

The initiative includes weekly meals for our employees and their families, and bi-weekly gift cards to frontline employees for the next six to eight weeks. In the four-state area, we are encouraging our employees to use these gift cards, which are intended to take care of essential needs, at local, small businesses such as restaurants, pharmacies, grocery stores and retail outlets – keeping dollars in our communities.

We are proud to serve this community and hope this initiative helps provide support for local businesses. We are all in this together, especially during these unprecedented times.

You may read more about this initiative by visiting: <https://www.republicservices.com/community-news>

Sincerely,

Jennifer Fagan
Municipal Manager



 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	April 28, 2020
RESOLUTION OR ORDINANCE NUMBER	R-20-27
AGENDA TITLE	A RESOLUTION TO ESTABLISH SOLID WASTE COLLECTION AND DISPOSAL RATES FOR CUSTOMERS THAT ARE SUBJECT TO THE PROVISIONS OF CITY OF COFFEYVILLE ORDINANCE G-04-02.
REQUESTING DEPARTMENT	Finance Department
PRESENTER	Stephanie A. Richardson, Finance Director
FISCAL INFORMATION	Cost as recommended: N/A
	Budget Line Item: 700-4-000-214
	Balance Available N/A
	New Appropriation Required: ☐ Yes ☒ No
PURPOSE	To maintain the mark-up on residential trash service to fund code enforcement and annual city-wide cleanup program.
BACKGROUND	We currently have a 3-year contract with Republic Services which expires March 31, 2022. Our current contract with Republic Services allows for annual cost increases up to a maximum of 3% each contract year. The increase is based upon any increase in the United States Department of Labor, Bureau of Statistics, Washington D.C. Consumer Price Index (CPI) for water, sewer and trash for Urban consumers for the previous year. The current CPI is 3.2%.

	Republic Services is requesting an increase of 3% on all residential trash service as well as a 3% increase on the city's trash service. City staff is recommending a resolution for a monthly trash rate increase of \$.28 per residential trash unit and \$.18 per additional poly cart.
SPECIAL NOTES	
ANALYSIS	In order to maintain the mark-up we currently have on our trash service, staff is bringing for your consideration a proposal to increase monthly trash utility rates by \$.28 per dwelling unit and \$.18 per additional poly cart. New Rates would be: <u>Regular Rate</u> – \$13.53 per Dwelling Unit, plus \$7.32 for each additional poly cart. <u>Senior Rate</u> - \$12.53 per Dwelling Unit, no additional poly cart allowed. This increase directly passes along the additional monthly charges from the contractor to the customer and allows the city to continue funding code enforcement activities at our current level. This rate would be effective for utility bills as of May 2020.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends adoption of the resolution R-20-27
REFERENCE DOCUMENTS ATTACHED	None

RESOLUTION NO. R-20-27

A RESOLUTION TO ESTABLISH SOLID WASTE COLLECTION AND DISPOSAL PURSUANT TO SECTION 34-71 OF THE CODE OF ORDINANCES OF THE CITY OF COFFEYVILLE.

WHEREAS, Section 34-71 of the Code of Ordinances provides that the Board of Commissioners shall, by Resolution, prescribe charges for the service of collection and disposal of Solid Waste; and

WHEREAS, the City is in under contract with a solid waste collection company and the costs for those services has increased.

WHEREAS, the new rate would be effective for utility bills as of May 1, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas, that the following Solid Waste Collection and Disposal Rates are established for customers that are subject to the provisions of Section 34-63 *et seq.* of the Code of Ordinances:

1. Regular rate - \$13.53 per Dwelling Unit, plus \$7.32 for each additional poly-cart
2. Senior rate - \$12.53 per Dwelling Unit, no additional poly-carts allowed

BE IT FURTHER RESOLVED that, in order to qualify for the Senior rate, the following conditions shall apply:

1. The Dwelling Unit must be occupied and the head of household must be at least sixty-two (62) years of age;
2. The Dwelling Unit shall not be occupied by any person under the age of sixty-two (62) years of age, with the exception of (a) temporary guests and (b) the spouse of the head of household;
3. The Senior rate shall apply only upon written application to the Utility Office and shall commence on the first billing cycle for the Dwelling Unit following receipt of the application and determination that the applicant is eligible for the Senior rate.
4. It shall be the duty of any person qualifying for the Senior rate to promptly notify the City when such person no longer qualifies for the rate due to a change of circumstances.

This Resolution shall be effective upon adoption this 28th day of April, 2020.

Paul Bauer, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney



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

MEETING DATE	04/28/2020	
RESOLUTION OR ORDINANCE NUMBER	R-20-28	
AGENDA TITLE	A resolution to authorize the issuance of a purchase order to Arthur J. Gallagher for various types of insurance coverage for the City of Coffeyville to be effective May 1, 2020 through May 1, 2021.	
REQUESTING DEPARTMENT	Finance Department	
PRESENTER	Stephanie A. Richardson, Finance Director	
FISCAL INFORMATION	Cost as recommended:	\$261,125
	Budget Line Item:	Various Funds/Departments – Line Item 452
	Balance Available	
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	Renew policies for property and liability insurance coverage for the upcoming policy year.	
BACKGROUND	Charlesworth Consulting was retained to market the city's insurance program last year. In the past the city has taken our insurance coverage to market every three years. This would be the second year of this three year term.	
SPECIAL NOTES	These policies do not cover: • Electric Department facilities - they are covered in a separate policy which renews September 1 • Airport Liability – this is a separate policy which renews January 8 • Workers Compensation – separate policy which renews January 1 • Flood Zone A Coverage – we have specific buildings in Flood Zone A which require separate	

	flood coverage by the National Flood Insurance Program and renew September 26 • Cyber Liability – this policy can be quoted separately and staff is recommending we bring a quote back to the commission later for consideration.
ANALYSIS	We received our renewal from One Beacon, our incumbent carrier in the amount of \$261,125, which is an 8.4% increase over our prior year. Our insurance consultants are seeing anywhere from 10-15% increases in the market this year. The quote is within the city's budget as we budgeted a 10% increase in premium over last year. Based on staff's review of the renewal, we are bringing a resolution to continue coverage with AJG and OneBeacon for the 2020-2021 year for the commission's consideration. Approving this resolution will bind coverage with AJG as our agent for the sixteenth consecutive year.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends adoption of Resolution R-20-28.
REFERENCE DOCUMENTS ATTACHED	Arthur J Gallagher Premium Summary

RESOLUTION NO. R-20-28

A RESOLUTION TO AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER FOR VARIOUS TYPES OF INSURANCE COVERAGE FOR THE CITY OF COFFEYVILLE TO BE EFFECTIVE MAY 1, 2020 THROUGH MAY 1, 2021.

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the Finance Director be and is hereby authorized and directed to issue a purchase order to Arthur J. Gallagher & Co. in the sum of \$261,125 for various types of insurance coverage as identified below for the City of Coffeyville to be effective May 1, 2020 through May 1, 2021.

Purchase Order to - Arthur J. Gallagher & Co.
(OneBeacon America)

Policy Coverage Period - 12 Months 5/1/2020 to 5/1/2021

\$261,125 Property (Except Power Plant), Commercial General Liability & Law Enforcement/Professional Liability, Comprehensive Automobile Liability, Inland Marine (Mobile Equipment Floater & Electronic Data Processing), Public Officials Liability (Linebacker), Employee Benefit Liability & Public Employee Dishonesty, Crime, Liquor Liability, Business Income/Extra Expense

ADOPTED THIS 28TH DAY OF APRIL 2020.

Paul Bauer, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

Premium Summary

The estimated program cost for the options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM		PROPOSED PROGRAM	
		CARRIER	EXPIRING COST	CARRIER	ESTIMATED COST
Package	Premium	Atlantic Specialty Insurance Company (White Mountains Insurance Group)	\$212,869.00	Atlantic Specialty Insurance Company (White Mountains Insurance Group)	\$232,289.00
	TRIA Premium		\$4,380.00		\$4,328.00
Service Fee			\$28,000.00		\$28,840.00
Total Estimated Program Cost			\$240,869.00		\$261,129.00

Quote from **Atlantic Specialty Insurance Company (White Mountains Insurance Group)** is valid until 5/1/2020

Gallagher is responsible for the placement of the following lines of coverage:

Package (Property, General Liability, Auto, Professional Liability)

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Bindable Quotations & Compensation Disclosure Schedule

Client Name: City of Coffeyville:

COVERAGE(S)	CARRIER NAME(S)	WHOLESALE, MGA, OR INTERMEDIARY NAME ¹	EST. ANNUAL PREMIUM ²	COMM.% OR FEE ³	GALLAGHER U.S. OWNED WHOLESALE, MGA, OR INTERMEDIARY %
Package	Atlantic Specialty Insurance Company (White Mountains Insurance Group)	One Beacon Services LLC		\$0.00	*
Property including Crime			\$113,885.00	0 %	
Inland Marine			\$7,543.00	0 %	
General Liability			\$30,534.00	0 %	
Automobile Including Garage & Garage Keepers			\$47,464.00	0 %	
E&O - Professional Liability			\$32,863.00	0 %	
Service Fee				\$28,840.00	

1 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

3 The commission rate is a percentage of annual premium excluding taxes & fees.

* Gallagher is receiving ___% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	04/28/20	
RESOLUTION OR ORDINANCE NUMBER	R-20-29	
AGENDA TITLE	Fiber extension for Cedarbrook and Northbrook	
REQUESTING DEPARTMENT	Internet Utility	
PRESENTER	Chris Felix, IS Director	
FISCAL INFORMATION	Cost as recommended:	Not to Exceed \$10,000
	Budget Line Item:	720-5-000-850
	Balance Available	
	New Appropriation Required:	☒ Yes ☐ No
PURPOSE	To extend the Coffeyville Connection's fiber optic network to the Cedarbrook housing development and to Northbrook	
BACKGROUND	Coffeyville Connection's wireless system is unable to currently serve the new housing development due to trees. I reached out to Mike Ewy to see if they had any interest in fiber for that development. After explaining how we couldn't serve that area with wireless and how much better fiber optics would be, it was decided that to move forward with fiber. In addition to Cedarbrook, we would also extend fiber up to Northbrook to eliminate a wireless backhaul we have there. With the upgrade we had already planned there, adding fiber will allow us to offer better service with less interference.	
SPECIAL NOTES		

ANALYSIS	The estimated cost to extend fiber to both developments are below: Cedarbrook: \$6500 Northbrook: \$2000 Coffeyville Connection would purchase all the necessary fiber cable, hardware and would install the fiber for the locations. Cedarbrook and Northbrook would then reimburse Coffeyville Connection prior to the work starting.
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends purchasing fiber optic cable and hardware to extend fiber to Cedarbrook and Northbrook
REFERENCE DOCUMENTS ATTACHED	

RESOLUTION NO. R-20-29

**A RESOLUTION TO AUTHORTIZE THE EXTENSION OF FIBER OPTIC
INTERNET SERVICE TO THE CEDARBROOK AND NORTHBROOK
NEIGHBORHOODS.**

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas, that the City's internet utility, Coffeyville Connection, be and is hereby authorized and directed to extend fiber optic internet service to the Cedarbrook and Northbrook neighborhoods in the City of Coffeyville, and to purchase fiber optic cable and other necessary hardware to extend such service, subject to the following conditions: (a) the cost of the cable and other necessary hardware shall not exceed \$10,000; and (b) the City shall be reimbursed for the actual cost of the cable and other necessary hardware by those customers requesting the extension, prior commencement of the project.

This Resolution shall be effective upon adoption this 28th day of April, 2020.

Paul Bauer, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED BY:

Paul Kritz, City Attorney

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	28 April 2020	
RESOLUTION OR ORDINANCE NUMBER	R-20-30	
AGENDA TITLE	A RESOLUTION TO ACCEPT THE FIRESHOUSE SUBS GRANT AND APPROVE PURCHASE OF A 2020 DODGE 3500 BRUSH/GRASS TRUCK WITH GRANT FUNDS.	
REQUESTING DEPARTMENT	Fire Department	
PRESENTER	Billy Cockman, Fire Chief	
FISCAL INFORMATION	Cost as recommended:	\$36,200
	Budget Line Item:	010-5-041-875
	Balance Available	\$36,200
	New Appropriation Required:	☒ Yes ☐ No
PURPOSE	Purchase of Brush/Grass Truck	
BACKGROUND	Replacing the 1980 GMC Grass Truck with 2020 Dodge 3500.	
SPECIAL NOTES	Firehouse Subs has awarded the Fire department \$36,200 to replace the 1980 truck with a 2020, 3500 4x4 Dodge. The 1980 GMC is unreliable for the amount of calls we do. We will need to buy lights and sirens.	
ANALYSIS	This will be a safety issue resolved at little cost to the City.	
PUBLIC INFORMATION PROCESS	We plan on doing a News Day after the truck in in-service and invite the Firehouse Subs personnel to take pictures for a Media Day.	
BOARD OR COMMISSION RECOMMENDATION		

STAFF RECOMMENDATION	Approve Resolution R-20-30 to accept the Firehouse Subs Grant in the amount of \$36,200 and approve the purchase of a 2020 Dodge 3500 brush/grass truck with grant funds.
REFERENCE DOCUMENTS ATTACHED	Firehouse Subs Award Quality Motors Vehicle Quote

RESOLUTION NO. R-20-30

**A RESOLUTION TO ACCEPT THE FIRESHOUSE SUBS GRANT AND APPROVE
PURCHASE OF A 2020 DODGE 3500 BRUSH/GRASS TRUCK WITH GRANT FUNDS.**

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 to accept the Firehouse Subs Grant awarded to the Coffeyville Fire Department in the amount of \$36,200.

BE IT FURTHER RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and City Clerk be and are hereby authorized to purchase a 2020 3500 4x4 Dodge brush/grass truck in the amount of \$36,200 with the Firehouse Subs grant funds.

Adopted this 28th day of April 2020.

Paul Bauer, Mayor

ATTEST:

Melissa Carter, City Clerk

Approved as to Form and Legality:

Paul Kritz, City Attorney



Firehouse Subs Public Safety Foundation, Inc.

12735 Gran Bay Pkwy., Suite 150, Jacksonville, Florida 32258

MEMO OF UNDERSTANDING- FUNDING AGREEMENT

April 17, 2020

Failure to adhere to the requirements of this Funding Agreement will jeopardize your grant award.

All purchases must match the quantities and equipment approved in the original grant request and approved quote.

Firehouse Subs Public Safety Foundation Responsibilities

- Firehouse Subs Public Safety Foundation will award funding to **Coffeyville Fire Department, Coffeyville, KS** for **\$ 36,200.00** to be used toward the direct purchase of **2020 Ram 3500 Single Cab Pickup Truck with Flatbed.**

Coffeyville Fire Department Responsibilities

1. An ACH transfer will be remitted to the organization name as stated in this memo of understanding and **must** match the EIN number submitted on the grant request and bank account information listed on the ACH Authorization. If there is a change in either information, you must submit a W-9.
2. **Confirm Receipt of ACH Transfer** by emailing procurementfoundation@firehousesubs.com
3. **Purchase** the equipment on Approved Quote from Quality Motors, Inc. dated 4.16.20
4. **Verify Purchase** by providing Firehouse Subs Public Safety Foundation with one of the following:
 - Copies of paid invoices, verifying your organization's name as the customer and matching the vendor quote(s)
 - OR**
 - A copy of the cleared check(s), verifying the payee and payment amount matches the vendor quote(s)
5. **Confirm Receipt of Equipment** by providing Firehouse Subs Public Safety Foundation with ALL SIGNED and DATED packing slips
6. In the event that the purchased equipment costs less than the dollar amount awarded, all excess funds must be returned to Firehouse Subs Public Safety Foundation
 - Email procurementfoundation@firehousesubs.com with notification of excess funds within 30 days of purchase
 - Return Excess Funds to Firehouse Subs Public Safety Foundation within 90 days of purchase to Attention: Gina Brown, 12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258
7. If purchases exceed funding, **Coffeyville Fire Department** is responsible for the additional amount

VERY IMPORTANT: Deadline for submitted documentation is October 31, 2020.

Firehouse Subs Public Safety Foundation

Date

Coffeyville Fire Department Representative

Date

Coffeyville Fire Department Representative Name (Print)

Date

Quality Motors Inc.

2022 W. Main Street
Independence, KS 67301
(620) 331-6090

Quote

INVOICE

Customer

Name Coffeyville Fire Department, Mike Oconnor
Address 1206 W 11th ST
City Coffeyville State KS ZIP 67337
Phone 620-870-0655

Date 4/16/2020
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
1	2020 Ram 3500 4x4 143.5 in WB	\$31,400.00	\$31,400.00
1	Truck bed with Man Well	\$4,800.00	\$4,800.00

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

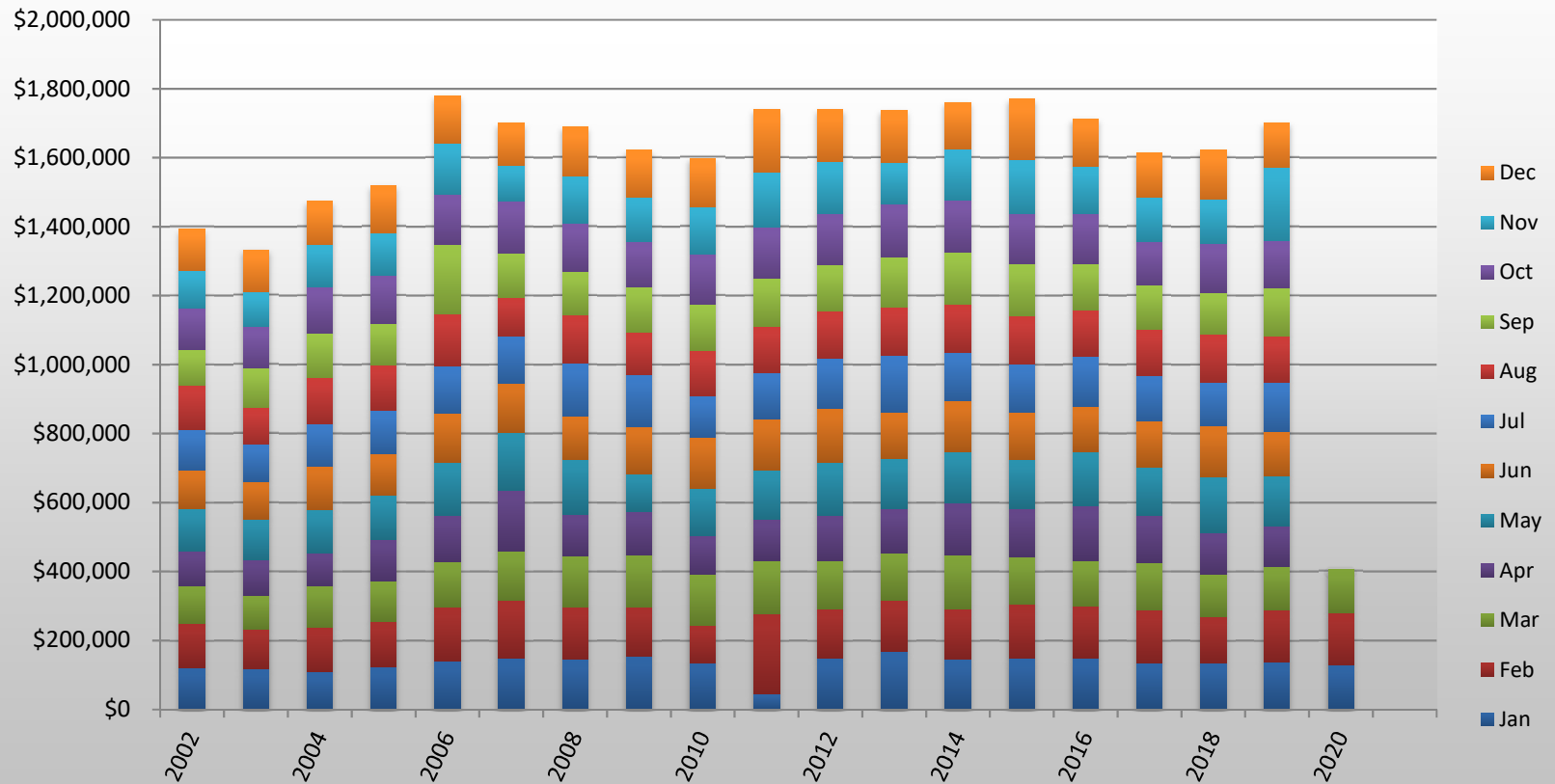
SubTotal	\$36,200.00
Shipping & Handling	\$0.00
Taxes	State
TOTAL	\$36,200.00

For more information, contact Jon
Cook at 620-331-6090

joncook@qualitymotors.com

Thank You!

City 1 Cent Sales Tax Revenue



2020 LOCAL RETAIL SALES TAX COLLECTION
1 CENT SALES/COMP USE TAX REVENUE COMBINED

<u>TAXING MONTH</u>	<u>COLLECTION MONTH</u>	<u>MONTH RECEIVED</u>	<u>2017 ACTUAL .01 TAX</u>	<u>2018 ACTUAL .01 TAX</u>	<u>2018/2017 PERCENTAGE INC OR DEC .01 TAX</u>	<u>2019 ACTUAL .01 TAX</u>	<u>2019/2018 PERCENTAGE INC OR DEC .01 TAX</u>	<u>2020 ACTUAL .01 TAX</u>	<u>2020/2019 PERCENTAGE INC OR DEC .01 TAX</u>
NOVEMBER	DECEMBER	JANUARY	\$135,077.91	\$135,732.43	0.48%	\$137,388.81	1.22%	\$129,478.86	-5.76%
			\$135,077.91	\$135,732.43	0.48%	\$137,388.81	1.22%	\$129,478.86	-5.76%
DECEMBER	JANUARY	FEBRUARY	153,122.83	133,056.72	-13.10%	150,751.49	13.30%	149,748.48	-0.67%
			\$288,200.75	\$268,789.15	-6.74%	\$288,140.30	7.20%	\$279,227.34	-3.09%
JANUARY	FEBRUARY	MARCH	137,335.81	122,796.68	-10.59%	124,753.28	1.59%	126,811.64	1.65%
			\$425,536.56	\$391,585.83	-7.98%	\$412,893.58	5.44%	\$406,038.98	-1.66%
FEBRUARY	MARCH	APRIL	\$137,588.58	\$122,000.10	-11.33%	\$120,438.51	-1.28%		
			\$563,125.14	\$513,585.93	-8.80%	\$533,332.09	3.84%		
MARCH	APRIL	MAY	\$140,389.54	\$160,103.96	14.04%	\$143,873.59	-10.14%		
			\$703,514.68	\$673,689.89	-4.24%	\$677,205.69	0.52%		
APRIL	MAY	JUNE	\$131,871.22	\$148,355.95	12.50%	\$128,643.23	-13.29%		
			\$835,385.90	\$822,045.85	-1.60%	\$805,848.92	-1.97%		
MAY	JUNE	JULY	\$133,912.27	\$127,531.92	-4.76%	\$143,723.04	12.70%		
			\$969,298.17	\$949,577.77	-2.03%	\$949,571.96	0.00%		
JUNE	JULY	AUGUST	\$134,279.83	\$137,501.50	2.40%	\$131,789.43	-4.15%		
			\$1,103,578.01	\$1,087,079.27	-1.50%	\$1,081,361.39	-0.53%		
JULY	AUGUST	SEPTEMBER	\$127,051.05	\$122,448.11	-3.62%	\$141,248.72	15.35%		
			\$1,230,629.05	\$1,209,527.38	-1.71%	\$1,222,610.11	1.08%		
AUGUST	SEPTEMBER	OCTOBER	\$126,059.24	\$140,303.65	11.30%	\$136,194.91	-2.93%		
			\$1,356,688.29	\$1,349,831.03	-0.51%	\$1,358,805.01	0.66%		
SEPTEMBER	OCTOBER	NOVEMBER	\$128,943.20	\$131,423.84	1.92%	\$213,011.03	62.08%		
			\$1,485,631.49	\$1,481,254.87	-0.29%	\$1,571,816.04	6.11%		
OCTOBER	NOVEMBER	DECEMBER	\$127,397.75	\$141,370.39	10.97%	\$130,497.89	-7.69%		
			\$1,613,029.24	\$1,622,625.26	0.59%	\$1,702,313.94	4.91%		

**2020 LOCAL RETAIL SALES TAX COLLECTION
1 CENT SALES TAX REVENUE**

<u>TAXING MONTH</u>	<u>COLLECTION MONTH</u>	<u>MONTH RECEIVED</u>	<u>2017 ACTUAL .01 TAX</u>	<u>2018 ACTUAL .01 TAX</u>	<u>2018/2017 PERCENTAGE INC OR DEC .01 TAX</u>	<u>2019 ACTUAL .01 TAX</u>	<u>2019/2018 PERCENTAGE INC OR DEC .01 TAX</u>	<u>2020 ACTUAL .01 TAX</u>	<u>2020/2019 PERCENTAGE INC OR DEC .01 TAX</u>
NOVEMBER	DECEMBER	JANUARY	\$109,405.01	\$111,514.32	1.93%	\$116,614.29	4.57%	\$108,954.04	-6.57%
			\$109,405.01	\$111,514.32	1.93%	\$116,614.29	4.57%	\$108,954.04	-6.57%
DECEMBER	JANUARY	FEBRUARY	\$126,306.06	\$114,122.71	-9.65%	\$127,889.27	12.06%	\$123,592.36	-3.36%
			\$235,711.07	\$225,637.03	-4.27%	\$244,503.56	8.36%	\$232,546.40	-4.89%
JANUARY	FEBRUARY	MARCH	\$114,594.42	\$106,378.13	-7.17%	\$105,770.65	-0.57%	\$107,636.90	1.76%
			\$350,305.50	\$332,015.16	-5.22%	\$350,274.21	5.50%	\$340,183.30	-2.88%
FEBRUARY	MARCH	APRIL	\$113,809.56	\$104,580.74	-8.11%	\$98,662.00	-5.66%		
			\$464,115.06	\$436,595.90	-5.93%	\$448,936.21	2.83%		
MARCH	APRIL	MAY	\$118,038.48	\$134,641.13	14.07%	\$119,815.07	-11.01%		
			\$582,153.54	\$571,237.03	-1.88%	\$568,751.28	-0.44%		
APRIL	MAY	JUNE	\$111,593.15	\$123,864.76	11.00%	\$110,919.05	-10.45%		
			\$693,746.68	\$695,101.79	0.20%	\$679,670.33	-2.22%		
MAY	JUNE	JULY	\$108,293.44	\$107,632.09	-0.61%	\$122,278.39	13.61%		
			\$802,040.13	\$802,733.88	0.09%	\$801,948.72	-0.10%		
JUNE	JULY	AUGUST	\$114,225.43	\$118,079.30	3.37%	\$112,603.59	-4.64%		
			\$916,265.55	\$920,813.18	0.50%	\$914,552.31	-0.68%		
JULY	AUGUST	SEPTEMBER	\$107,424.90	\$105,816.60	-1.50%	\$121,007.46	14.36%		
			\$1,023,690.46	\$1,026,629.77	0.29%	\$1,035,559.77	0.87%		
AUGUST	SEPTEMBER	OCTOBER	\$105,214.44	\$119,226.97	13.32%	\$115,088.32	-3.47%		
			\$1,128,904.90	\$1,145,856.75	1.50%	\$1,150,648.09	0.42%		
SEPTEMBER	OCTOBER	NOVEMBER	\$110,237.69	\$113,557.57	3.01%	\$113,865.96	0.27%		
			\$1,239,142.59	\$1,259,414.32	1.64%	\$1,264,514.05	0.40%		
OCTOBER	NOVEMBER	DECEMBER	\$112,026.95	\$115,292.84	2.92%	\$110,029.64	-4.57%		
			\$1,351,169.53	\$1,374,707.16	1.74%	\$1,374,543.69	-0.01%		

**2020 LOCAL RETAIL SALES TAX COLLECTION
1 CENT COMPENSATING USE TAX REVENUE**

<u>TAXING MONTH</u>	<u>COLLECTION MONTH</u>	<u>MONTH RECEIVED</u>	<u>2017 ACTUAL .01 TAX</u>	<u>2018 ACTUAL .01 TAX</u>	<u>2018/2017 PERCENTAGE INC OR DEC .01 TAX</u>	<u>2019 ACTUAL .01 TAX</u>	<u>2019/2018 PERCENTAGE INC OR DEC .01 TAX</u>	<u>2020 ACTUAL .01 TAX</u>	<u>2020/2019 PERCENTAGE INC OR DEC .01 TAX</u>
NOVEMBER	DECEMBER	JANUARY	\$25,672.90	\$24,218.11	-5.67%	\$20,774.52	-14.22%	\$20,524.82	-1.20%
			\$25,672.90	\$24,218.11	-5.67%	\$20,774.52	-14.22%	\$20,524.82	-1.20%
DECEMBER	JANUARY	FEBRUARY	\$26,816.77	\$18,934.01	-29.39%	\$22,862.22	20.75%	\$26,156.12	14.41%
			\$52,489.67	\$43,152.12	-17.79%	\$43,636.74	1.12%	\$46,680.94	6.98%
JANUARY	FEBRUARY	MARCH	\$22,741.39	\$16,418.55	-27.80%	\$18,982.63	15.62%	\$19,174.74	1.01%
			\$75,231.06	\$59,570.67	-20.82%	\$62,619.37	5.12%	\$65,855.67	5.17%
FEBRUARY	MARCH	APRIL	\$23,779.02	\$17,419.35	-26.74%	\$21,776.51	25.01%		
			\$99,010.08	\$76,990.03	-22.24%	\$84,395.88	9.62%		
MARCH	APRIL	MAY	\$22,351.06	\$25,462.84	13.92%	\$24,058.52	-5.52%		
			\$121,361.14	\$102,452.86	-15.58%	\$108,454.40	5.86%		
APRIL	MAY	JUNE	\$20,278.08	\$24,491.19	20.78%	\$17,724.18	-27.63%		
			\$141,639.22	\$126,944.05	-10.38%	\$126,178.59	-0.60%		
MAY	JUNE	JULY	\$25,618.83	\$19,899.84	-22.32%	\$21,444.66	7.76%		
			\$167,258.05	\$146,843.89	-12.21%	\$147,623.24	0.53%		
JUNE	JULY	AUGUST	\$20,054.41	\$19,422.20	-3.15%	\$19,185.83	-1.22%		
			\$187,312.45	\$166,266.09	-11.24%	\$166,809.08	0.33%		
JULY	AUGUST	SEPTEMBER	\$19,626.14	\$16,631.51	-15.26%	\$20,241.26	21.70%		
			\$206,938.60	\$182,897.60	-11.62%	\$187,050.34	2.27%		
AUGUST	SEPTEMBER	OCTOBER	\$20,844.80	\$21,076.68	1.11%	\$21,106.59	0.14%		
			\$227,783.40	\$203,974.28	-10.45%	\$208,156.92	2.05%		
SEPTEMBER	OCTOBER	NOVEMBER	\$18,705.51	\$17,866.27	-4.49%	\$99,145.07	454.93%		
			\$246,488.91	\$221,840.55	-10.00%	\$307,301.99	38.52%		
OCTOBER	NOVEMBER	DECEMBER	\$15,370.80	\$26,077.55	69.66%	\$20,468.25	-21.51%		
			\$261,859.71	\$247,918.10	-5.32%	\$327,770.25	32.21%		

2020 SALES TAX ALLOCATION

Month	Sales & Use Tax Collected	General Fund (1/2 Cent) 010-4-000-029	Street (Hwy) Improvement (1/2 Cent) 520-4-220-195	Street (Non-Hwy) Improvements (1/2 Cent Eff 4/1/10) 520-4-220-195	Capital Improvements (1/2 Cent) (See Below)	USD #445 Sales Tax Fund (1/2 Cent) 550-4-000-195	CRMC Sales Tax Fund (1/2 Cent) 560-4-000-195	TOTAL COLLECTIONS
January	\$ 388,436.57	\$ 64,739.43	\$ 64,739.43	\$ 64,739.43	\$ 64,739.43	\$ 64,739.43	\$ 64,739.43	\$ 388,436.57
February	449,245.44	74,874.24	74,874.24	74,874.24	74,874.24	74,874.24	74,874.24	449,245.44
March	380,434.92	63,405.82	63,405.82	63,405.82	63,405.82	63,405.82	63,405.82	380,434.92
April	-	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-	-
June	-	-	-	-	-	-	-	-
July	-	-	-	-	-	-	-	-
August	-	-	-	-	-	-	-	-
September	-	-	-	-	-	-	-	-
October	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-
	<u>\$ 1,218,116.93</u>	<u>\$ 203,019.49</u>	<u>\$ 203,019.49</u>	<u>\$ 203,019.49</u>	<u>\$ 203,019.49</u>	<u>\$ 203,019.49</u>	<u>\$ 203,019.49</u>	<u>\$ 1,218,116.93</u>

Allocation of Capital Improvements Sales Tax Portion



Month	Capital Equipment (20%) 500-4-000-199	Economic Development (10%) 180-4-000-195	Capital Improv. - Municipal Building Renovation Project 520-4-350-195	Sales Tax Bond Reserve Fund 540-4-000-195	Sales Tax Bond Debt Service 530-4-000-195	Total Capital Improvements (1/2 Cent) (See Above)
January	\$ 12,947.89	\$ 6,473.94	-	\$ -	45,317.60	\$ 64,739.43
February	14,974.85	7,487.42	-	-	52,411.97	74,874.24
March	12,681.16	6,340.58	-	-	44,384.07	63,405.82
April	-	-	-	-	-	-
May	-	-	-	-	-	-
June	-	-	-	-	-	-
July	-	-	-	-	-	-
August	-	-	-	-	-	-
September	-	-	-	-	-	-
October	-	-	-	-	-	-
November	-	-	-	-	-	-
December	-	-	-	-	-	-
	<u>\$ 40,603.90</u>	<u>\$ 20,301.95</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 142,113.64</u>	<u>\$ 203,019.49</u>