

**COMMISSION MEETING AGENDA**  
**TUESDAY, JUNE 23<sup>rd</sup>, 2020**  
**6:30 P.M.**

**A. CALL TO ORDER – Mayor Paul Bauer**

**B. ROLL CALL**

**C. INVOCATION – Kevin O'Connor, Pastor Agape Fellowship Church**

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

**E. REVIEW OF AGENDA**

**F. CONSENT AGENDA**

1. City Commission Meeting Minutes – Tuesday, June 9<sup>th</sup>, 2020
2. 2020 Appropriation Ordinance No. AO-20-12 - \$ 3,345,517.72
3. 2020 Appropriation Ordinance No. AO-20-12A - \$125.59

**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).**

**I. OLD BUSINESS**

**J. NEW BUSINESS**

1. Ordinance S-20-03 an Ordinance to allow alcohol to be served on 9<sup>th</sup> Street during the Coffeyville Chamber of Commerce 'Hops Around Town – Beer Festival' event on October 10, 2020.
2. Resolution R-20-38 a Resolution to Approve an agreement with the FAA for the CARES Act Grant.
3. Resolution R-20-39 a Resolution to Award a construction contract for the 2020 Intersection & Drainage Improvements Project.
4. Resolution R-20-40 a Resolution to Award construction engineering work authorization for the 2020 Intersection & Drainage Improvements Project
5. Resolution R-20-41 a Resolution to Approve the Cooperation agreement for rehabilitation of a non-federal flood control work.
6. Resolution R-20-42 a Resolution authorizing execution of the annual Request to Exchange Federal Funds under the Federal-Aid Fund Exchange Master Agreement.
7. Resolution R-20-43 a Resolution to authorize execution of Grant Agreement No. 20-CV-013 with the State of Kansas, Department of Commerce.
8. Resolution R-20-44 a Resolution Authorizing the Mayor to execute an amendment to the City's 2019-2020 Section 125 Flexible Benefit Plan to allow balances to be expended through September 30<sup>th</sup>, 2020.  
Resolution R-20-45 a Resolution Authorizing the Mayor to execute an amendment to the City's Section 125 Flexible Benefit Plan increasing annual carryover from \$500 to \$550.

**COMMISSION MEETING AGENDA**  
**TUESDAY, JUNE 23<sup>rd</sup>, 2020**

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Resolution R-20-46 a Resolution Authorizing the Mayor to execute an amendment to the City's Meritain Health Insurance document to allow coverage to Telehealth visits.

9. City Manager's Report

10. Comments from Commissioners and Staff

**K. EXECUTIVE SESSION(s)**

1. Executive Session pursuant to KSA 75-4319 (b) (2) consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship.

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

1. Public Library Board Meeting Minutes May 2020
2. Coffeyville Recreation Commission Update June 2020
3. Water Capacity Survey 2020
4. County Tax Distribution Comparisons 2020

**M. ADJOURN**

## **COMMISSION MEETING MINUTES**

**TUESDAY, JUNE 9<sup>th</sup>, 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  
CITY ATTORNEY PAUL KRITZ  
IT DIRECTOR CHRIS FELIX  
DIRECTOR OF FINANCE STEPHANIE RICHARDSON  
SUPERINTENDANT OF ENGINEERING THOMAS OSBORN  
ELECTRIC UTILITY DIRECTOR MIKE SHOOK

- A. CALL TO ORDER** – Mayor Paul Bauer
- B. ROLL CALL** - All Present
- C. INVOCATION** – Pastor Melvin Simpson
- D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**
- E. REVIEW OF AGENDA**
- F. CONSENT AGENDA**
  - 1. City Commission Meeting Minutes – Tuesday, May 26<sup>th</sup>, 2020
  - 2. City Funding Request Policy
  - 3. 2020 Appropriation Ordinance No. AO-20-11 – \$5,168,153.74

MOTION: Move to approve item 1-3 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.

Pastor Melvin Simpson spoke about the students that did the march last week, his granddaughter was one of them. They had come to him and he told them to go speak to Chief Kwin Bromley. He advised them on what to do and told them they would not interfere with them. Pastor Simpson said he is so thankful for the Chief of Police in Coffeyville for advising them on what to do. He thanked the Fire Department for giving them water. Pastor

**COMMISSION MEETING MINUTES  
TUESDAY, JUNE 9<sup>TH</sup>, 2020**

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Simpson is on the Concerned Citizen Advisory Board and he salutes Chief Bromley for stepping up and doing a fine job. Pastor Simpson then thanked everyone for the prayers for him and his wife when they had the Coronavirus. He thanked the citizens of Coffeyville for bringing them food and giving them 2 parades by their house. He thanked God for our beautiful community and how they can pull together.

**REGULAR AGENDA ITEMS**

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

**I. OLD BUSINESS**

**J. NEW BUSINESS**

1. Resolution R-20-37 a Resolution to Authorize the Mayor and City Clerk be to execute an Addendum to Inducement Agreement by and between the City of Coffeyville, Montgomery County, and Prosperiti Builders, L.L.C

City Manager Mark Hall stated that this was an extension of the agreement already passed. The extension to August 1<sup>st</sup> is requested because of the delays and issues presented due to the COVID-19 Pandemic.

MOTION: Move to approve Resolution R-20-37 as presented.

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

**2. City Managers Report**

City Manager Mark Hall announced that we had some guests here to address the 11<sup>th</sup> Street project. Superintendent of Engineering Thomas Osborne introduced Darrin Petrowsky who is a KDOT Area Engineer and Jason Hoskinson who is a consultant with B & G Consultants. Mr. Hoskinson stated that four years ago they were hired by the City to design the project and retained to do the construction inspection. He stated that it is getting there, there has been a lot of weather but it is starting to look closer to a finished product. Mayor Bauer asked if they had 5 days of construction left after today. Mr. Hoskinson stated that was correct and that if it was not open to traffic after that the contractor would be penalized \$1200 a day. Darrin Petrowsky stated that there are 148 days charged out and it is 151 day project. 2 days are states delay leaving 5 days remaining. He has received e-mails from the contractor requesting 4 more working days - he has not started his review on those requests. Once he has reviewed, it will go to the district construction engineer to review and approve. Mr. Petrowsky stated that there are also clean-up days that are part of the contract. The contractor can work on any of the bid items remaining on clean-up days as long as traffic is unrestricted. If the project is not opened up to unrestricted traffic that is when KDOT will start charging liquidated damages. Commissioner York asked how those funds were distributed since this was a 90/10 project. Mr. Petrowsky answered that the liquidated damages are prorated for the extra inspection required and done on the same 90/10 percentages per the contract. The construction company has contested some of the working days charged. KDOT has its appeals process and they have been denied at the Area Level, then it goes to the District Level, and if not agreed upon it goes to Topeka Level for appeal. Mayor Bauer asked that when this was bid wasn't it originally 121 days and then extended



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by 30 days. Mr. Petrowsky stated that it was originally 105 days but then working days were added based off various changes. Mayor Bauer said it has been 376 days since that road has been roped off. Mr. Petrowsky replied that it is a working day job – KDOT's specifications lay out what constitutes a working day. He did a thorough review a couple months ago on working days charged and he only found about a half dozen that he disagreed on and necessary changes were made on those. Commissioner York asked how many labor hours constitute a working day. Mr. Petrowsky replied that if they can't work half of their normal day, a working day is not charged and it based on if they can work on the controlling item at that time. There is a work schedule that dictates what the controlling item is. Mayor Bauer asked what the likelihood of this project being completed in the remaining days is. Mr. Petrowsky stated that depends on what forces the contractor puts into it. He did speak with the contractor this evening and his goal is to have it open to unrestricted traffic by 4<sup>th</sup> of July week-end. Commissioner York asked how many of the jobs that Mr. Petrowsky is overseeing have been affected by the weather like this one has. He stated pretty much all of them have been affected somewhat by the weather. Mayor Bauer asked about the 160/169 junction stating that it started about the same time as ours did and it looks like they are close to wrapping that up. Mr. Petrowsky said that there was at least 2 more months left on that. Mayor Bauer purveyed his disappointment for the citizens and Commission on how long this project is taking and the businesses that have been affected. Vice Mayor Doane expressed his appreciation for Mr. Petrowsky and KDOT. Commissioner York asked when the project would be completed. Mr. Petrowsky stated that he would not answer for the contractor. Commissioner York then asked at what point we bid this out for someone else to complete. Mr. Petrowsky stated that is not allowed. If it would go into default then it would go against their binding company and it would be up to them to finish the project.

Mark Hall asked Stephanie Richardson to come speak about the CDBG-CV Grant in which she and Chuck Shively spent a great deal of time on. Director of Finance Stephanie Richardson officially announced that the City of Coffeyville was awarded total \$167,000 in grant funds. \$117,000 for economic development projects, \$35,000 for the meal program, and the remaining \$15,000 for the administrative contract to the Regional Planning Commission. There is a question and answer session on Thursday morning to go through the ins and outs of the program and its rules. They will be putting out press releases. Once they know the ins and outs of the program the City will be able to put their application process together and is working with MAC in getting all the paperwork put together. For those interested in the funds keep an eye on our Website, Channel 13, and Social Media. Mayor Bauer thanked Stephanie, Chuck, and the team for putting this all together. It was noted that Montgomery County got \$132,000 in these grant funds as well.

City Manager Mark Hall then gave an update on the paving of Lee Street. In trying to figure out why it was not originally paved as usually streets are developed and then houses they found that Lee Street was platted in 1923 and the first home was built in 1948. The City has an obligation to have the street. It would need to be a cul-de-sac and the estimation for paving would be \$250,000 to \$300,000. That is not currently in the budget but they are looking at alternatives. If a Special Assessment is done there would be a monthly bill for 15 years of \$160.80 a month per each lot. Mr. Hall does not think that is feasible. The other alternative is to try to do a milling street – it will be compacted. There would be a quantity needed and in the future when there is a milling overlay project, the millings would be retained. They are also looking at projects in other cities where milling can be purchased.

**COMMISSION MEETING MINUTES  
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Mr. Hall then thanked Staff for all that they are doing and City Hall is open. He stated that things like Summer Celebration are coming back.

3. Comments from Commissioners and Staff

Commissioner York commented on the different initiatives that have come out of Coffeyville due to the COVID-19 situation. CACF started Coffeyville Together which is a way for people to purchase gift cards from local businesses with CACF matching those funds to go back into the community. About \$36,000 has been raised through that. The Chamber started the Bounce Back Program in which every \$50 you spend locally you get a \$10 gift certificate. Visit Coffeyville has started a cash mob in which a business or restaurant is picked and shoppers are asked to go cash mob them. The community has been great in supporting these programs.

Vice Mayor Doane asked Thomas Osborne to check out 301 South Overlook as 302 South Overlook and the house to the North and South does not have a ditch on the West side of the street so when it rains water goes back up driveways of the area houses. Vice Mayor Doane then mentioned the young ladies that organized the peaceful protest and that he had invited them to come to the meeting tonight as it took a lot of courage and leadership in the way that they managed it. He is proud of what they did. They could not be at the meeting but read their names: Alairia Blue, Trinity Morris, Triana Morris, Jakiia Logan, Jalisea Seanior, Nene Colbert, Jurnee Johnson and Shonase Collins.

**K. EXECUTIVE SESSION(s)**

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

1. May 2020 Sales Tax Report

**M. ADJOURN**

MOTION: Move to Adjourn

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

Time the meeting was adjourned: 7:20 pm

Date the minutes were approved:

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Melissa Carter, City Clerk

PACKET: 03877 AO 20-12A 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-18877               |           | DRAIN, WASHER-DISTRIBUTION     | 13.49    |               |                        |              |
| 5/13/2020             | AP        | DUE: 6/12/2020 DISC: 6/12/2020 |          | 1099: N       |                        |              |
|                       |           | DRAIN, WASHER-DISTRIBUTION     |          | 900 5-027-572 | SUPPLIES-OTHER         | 13.49        |
| I-18879               |           | SEWER FITTINGS-DISTRIBUTION    | 11.09    |               |                        |              |
| 5/13/2020             | AP        | DUE: 6/12/2020 DISC: 6/12/2020 |          | 1099: N       |                        |              |
|                       |           | SEWER FITTINGS-DISTRIBUTION    |          | 900 5-027-572 | SUPPLIES-OTHER         | 11.09        |
| I-18916               |           | ADAPTER FITTING, COPPER TUBIN  | 24.21    |               |                        |              |
| 6/02/2020             | AP        | DUE: 7/02/2020 DISC: 7/02/2020 |          | 1099: N       |                        |              |
|                       |           | ADAPTER FITTING, COPPER TUBING |          | 800 5-030-620 | EQUIPMENT MAINTENANCE  | 24.21        |
| I-20283               |           | SPRAY LUBRICANT X 4            | 76.80    |               |                        |              |
| 5/21/2020             | AP        | DUE: 6/20/2020 DISC: 6/20/2020 |          | 1099: N       |                        |              |
|                       |           | SPRAY LUBRICANT X 4            |          | 010 5-163-520 | DEPARTMENT SUPPLIES    | 76.80        |
| === VENDOR TOTALS === |           |                                | 125.59   |               |                        |              |
| === PACKET TOTALS === |           |                                | 125.59   |               |                        |              |

PACKET: 03876 AO 20-12 6.23.20 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 |
| =====          |           |                                |          |               |                          |              |
| 01-50003       | 1913      | CAPITAL LLC                    |          |               |                          |              |
| =====          |           |                                |          |               |                          |              |
| I-202006178414 |           | R-O-W AGRMNT, CNSTRCTN EASEMN  | 1,655.20 |               |                          |              |
| 6/17/2020      | AP        | DUE: 6/17/2020 DISC: 6/17/2020 |          | 1099: Y       |                          |              |
|                |           | R-O-W AGRMNT, CNSTRCTN EASEMNT |          | 520 5-000-478 | PROFESSIONAL SERVICES    | 1,655.20     |
|                |           | === VENDOR TOTALS ===          | 1,655.20 |               |                          |              |
| =====          |           |                                |          |               |                          |              |
| 01-50045       | AAXCEL    | OVERHEAD DOORS, INC.           |          |               |                          |              |
| =====          |           |                                |          |               |                          |              |
| I-105114       |           | OVERHEAD DOOR, TROLLEY OPENER  | 3,127.00 |               |                          |              |
| 6/03/2020      | AP        | DUE: 7/03/2020 DISC: 7/03/2020 |          | 1099: N       |                          |              |
|                |           | OVERHEAD DOOR, TROLLEY OPENER  |          | 800 5-030-610 | BUILDING MAINTENANCE     | 3,127.00     |
|                |           | === VENDOR TOTALS ===          | 3,127.00 |               |                          |              |
| =====          |           |                                |          |               |                          |              |
| 01-50187       | AIR       | HYGIENE INTERNATIONAL, INC     |          |               |                          |              |
| =====          |           |                                |          |               |                          |              |
| I-12614        |           | ANNUAL RATA TEST-BOILER #4     | 5,297.00 |               |                          |              |
| 5/28/2020      | AP        | DUE: 5/28/2020 DISC: 5/28/2020 |          | 1099: N       |                          |              |
|                |           | ANNUAL RATA TEST-BOILER #4     |          | 800 5-030-655 | INSTRUMENTS              | 5,297.00     |
|                |           | === VENDOR TOTALS ===          | 5,297.00 |               |                          |              |
| =====          |           |                                |          |               |                          |              |
| 01-50202       | AIR       | SYSTEMS PUMP SOLUTIONS, LL     |          |               |                          |              |
| =====          |           |                                |          |               |                          |              |
| I-99778-1      |           | DIAGNOSE, RPLCD VALVES-GEN #2  | 5,402.96 |               |                          |              |
| 6/12/2020      | AP        | DUE: 6/12/2020 DISC: 6/12/2020 |          | 1099: N       |                          |              |
|                |           | DIAGNOSE, RPLCD VALVES-GEN #2  |          | 800 5-030-620 | EQUIPMENT MAINTENANCE    | 5,402.96     |
|                |           | === VENDOR TOTALS ===          | 5,402.96 |               |                          |              |
| =====          |           |                                |          |               |                          |              |
| 01-02910       | AIRGAS    | USA, LLC                       |          |               |                          |              |
| =====          |           |                                |          |               |                          |              |
| I-9101967180   |           | WELDING TIPS, FLINTS           | 52.42    |               |                          |              |
| 6/09/2020      | AP        | DUE: 7/09/2020 DISC: 7/09/2020 |          | 1099: N       |                          |              |
|                |           | WELDING TIPS, FLINTS           |          | 010 5-163-520 | DEPARTMENT SUPPLIES      | 52.42        |
| =====          |           |                                |          |               |                          |              |
| I-9971392824   |           | CYLINDER RENTAL                | 92.83    |               |                          |              |
| 5/31/2020      | AP        | DUE: 6/30/2020 DISC: 6/30/2020 |          | 1099: N       |                          |              |
|                |           | CYLINDER RENTAL                |          | 800 5-030-448 | EQUIPMENT-RENTAL/SERVICE | 92.83        |
|                |           | === VENDOR TOTALS ===          | 145.25   |               |                          |              |

PACKET: 03876 AO 20-12 6.23.20 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 |
| =====                 |                                |                                |           |               |                        |              |
| 01-50591              | ANDERSON INDUSTRIAL ENGINES, I |                                |           |               |                        |              |
|                       |                                |                                |           |               |                        |              |
| I-443284              |                                | THERMOSTAT ASSEMBLY X 4        | 105.13    |               |                        |              |
| 6/08/2020             | AP                             | DUE: 6/08/2020 DISC: 6/08/2020 |           | 1099: N       |                        |              |
|                       |                                | THERMOSTAT ASSEMBLY X 4        |           | 900 5-036-610 | BUILDING MAINTENANCE   | 105.13       |
| === VENDOR TOTALS === |                                |                                | 105.13    |               |                        |              |
| =====                 |                                |                                |           |               |                        |              |
| 01-00167              | ANIMAL CLINIC OF SE KANSAS     |                                |           |               |                        |              |
|                       |                                |                                |           |               |                        |              |
| I-45941               |                                | OFFICE VISIT, INJECTION        | 68.00     |               |                        |              |
| 5/30/2020             | AP                             | DUE: 5/30/2020 DISC: 5/30/2020 |           | 1099: Y       |                        |              |
|                       |                                | OFFICE VISIT, INJECTION        |           | 010 5-025-478 | PROFESSIONAL SERVICES  | 68.00        |
| === VENDOR TOTALS === |                                |                                | 68.00     |               |                        |              |
| =====                 |                                |                                |           |               |                        |              |
| 01-50553              | AQUA-AEROBIC SYSTEMS, INC.     |                                |           |               |                        |              |
|                       |                                |                                |           |               |                        |              |
| I-1024498             |                                | TRANSDUCER X 2, RELAY X 6      | 1,453.20  |               |                        |              |
| 5/29/2020             | AP                             | DUE: 6/28/2020 DISC: 6/28/2020 |           | 1099: N       |                        |              |
|                       |                                | TRANSDUCER X 2, RELAY X 6      |           | 900 5-037-620 | EQUIPMENT MAINTENANCE  | 1,453.20     |
|                       |                                |                                |           |               |                        |              |
| I-1024544             |                                | MEMBRANE KIT, O-RINGS          | 9,601.11  |               |                        |              |
| 6/01/2020             | AP                             | DUE: 7/01/2020 DISC: 7/01/2020 |           | 1099: N       |                        |              |
|                       |                                | MEMBRANE KIT, O-RINGS          |           | 910 5-611-850 | OTHER EQUIPMENT        | 9,601.11     |
| === VENDOR TOTALS === |                                |                                | 11,054.31 |               |                        |              |
| =====                 |                                |                                |           |               |                        |              |
| 01-50636              | ASCENSION VIA CHRISTI HOSPITAL |                                |           |               |                        |              |
|                       |                                |                                |           |               |                        |              |
| I-0001601-IN          |                                | SANE/SART EXAM 20-3434         | 350.00    |               |                        |              |
| 5/29/2020             | AP                             | DUE: 5/29/2020 DISC: 5/29/2020 |           | 1099: N       |                        |              |
|                       |                                | SANE/SART EXAM 20-3434         |           | 010 5-023-478 | PROFESSIONAL SERVICES  | 350.00       |
| === VENDOR TOTALS === |                                |                                | 350.00    |               |                        |              |
| =====                 |                                |                                |           |               |                        |              |
| 01-50670              | ASPLUNDH TREE EXPERT COMPANY   |                                |           |               |                        |              |
|                       |                                |                                |           |               |                        |              |
| I-64Y21720            |                                | TREE TRIMMING THRU 5/30/20     | 3,783.60  |               |                        |              |
| 6/05/2020             | AP                             | DUE: 6/05/2020 DISC: 6/05/2020 |           | 1099: N       |                        |              |
|                       |                                | TREE TRIMMING THRU 5/30/20     |           | 800 5-020-424 | CONTRACTUAL AGREEMENTS | 3,783.60     |
|                       |                                |                                |           |               |                        |              |
| I-65N80520            |                                | TREE TRIMMING THRU 6/6/20      | 5,235.30  |               |                        |              |
| 6/12/2020             | AP                             | DUE: 6/12/2020 DISC: 6/12/2020 |           | 1099: N       |                        |              |
|                       |                                | TREE TRIMMING THRU 6/6/20      |           | 800 5-020-424 | CONTRACTUAL AGREEMENTS | 5,235.30     |
| === VENDOR TOTALS === |                                |                                | 9,018.90  |               |                        |              |

PACKET: 03876 AO 20-12 6.23.20 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 |
| =====                 |                                |                                |          |               |                        |              |
| 01-58570              | ASSESSMENT STRATEGIES, LLC     |                                |          |               |                        |              |
|                       |                                |                                |          |               |                        |              |
| I-202006118396        |                                | PERSONNEL TESTING              | 175.00   |               |                        |              |
| 6/01/2020             | AP                             | DUE: 7/01/2020 DISC: 7/01/2020 |          | 1099: Y       |                        |              |
|                       |                                | PERSONNEL TESTING              |          | 010 5-023-478 | PROFESSIONAL SERVICES  | 175.00       |
| === VENDOR TOTALS === |                                |                                | 175.00   |               |                        |              |
| =====                 |                                |                                |          |               |                        |              |
| 01-59760              | AT&T                           |                                |          |               |                        |              |
|                       |                                |                                |          |               |                        |              |
| I-06203161404106      |                                | 6/20 E911                      | 273.50   |               |                        |              |
| 6/01/2020             | AP                             | DUE: 7/01/2020 DISC: 7/01/2020 |          | 1099: N       |                        |              |
|                       |                                | 6/20 E911                      |          | 510 5-000-416 | COMMUNICATIONS         | 273.50       |
| === VENDOR TOTALS === |                                |                                | 273.50   |               |                        |              |
| =====                 |                                |                                |          |               |                        |              |
| 01-03870              | ATMOS ENERGY                   |                                |          |               |                        |              |
|                       |                                |                                |          |               |                        |              |
| I-KS-0002014          |                                | 4/20-NEW GEN METERS A&B        | 9,100.82 |               |                        |              |
| 5/19/2020             | AP                             | DUE: 6/18/2020 DISC: 6/18/2020 |          | 1099: N       |                        |              |
|                       |                                | 4/20-NEW GEN METERS A&B        |          | 800 5-030-535 | FUEL-GAS PURCHASE      | 9,100.82     |
|                       |                                |                                |          |               |                        |              |
| I-KS-0002015          |                                | 4/20-EAST, WEST METERS         | 630.00   |               |                        |              |
| 5/19/2020             | AP                             | DUE: 6/18/2020 DISC: 6/18/2020 |          | 1099: N       |                        |              |
|                       |                                | 4/20-EAST, WEST METERS         |          | 800 5-030-535 | FUEL-GAS PURCHASE      | 630.00       |
| === VENDOR TOTALS === |                                |                                | 9,730.82 |               |                        |              |
| =====                 |                                |                                |          |               |                        |              |
| 01-00197              | B.G. & SONS                    |                                |          |               |                        |              |
|                       |                                |                                |          |               |                        |              |
| I-202006118397        |                                | CITY LOT MOWING THRU 6/5       | 1,210.00 |               |                        |              |
| 6/05/2020             | AP                             | DUE: 6/05/2020 DISC: 6/05/2020 |          | 1099: Y       |                        |              |
|                       |                                | CITY LOT MOWING THRU 6/5       |          | 010 5-163-424 | CONTRACTUAL AGREEMENTS | 1,210.00     |
| === VENDOR TOTALS === |                                |                                | 1,210.00 |               |                        |              |
| =====                 |                                |                                |          |               |                        |              |
| 01-50895              | BAKER TILLY MUNICIPAL ADVISORS |                                |          |               |                        |              |
|                       |                                |                                |          |               |                        |              |
| I-01                  |                                | ARBITRAGE CLCLTN-SERIES 2012   | 3,100.00 |               |                        |              |
| 1/01/2020             | AP                             | DUE: 1/01/2020 DISC: 1/01/2020 |          | 1099: N       |                        |              |
|                       |                                | ARBITRAGE CLCLTN-SERIES 2012   |          | 520 5-000-478 | PROFESSIONAL SERVICES  | 3,100.00     |
| === VENDOR TOTALS === |                                |                                | 3,100.00 |               |                        |              |

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|---------------------------------------------|-----------|--------------------------------|-----------|---------------|------------------------|--------------|--|
| ITEM DATE                                   | BANK CODE | -----DESCRIPTION-----          | DISCOUNT  | G/L ACCOUNT   | -----ACCOUNT NAME----- | DISTRIBUTION |  |
| =====                                       |           |                                |           |               |                        |              |  |
| 01-50966     BARTA ANIMAL HOSPITAL          |           |                                |           |               |                        |              |  |
|                                             |           |                                |           |               |                        |              |  |
| I-335722                                    |           | FLEA/TICK, HRTWRM MEDS-ROMMEL  | 139.92    |               |                        |              |  |
| 6/01/2020                                   | AP        | DUE: 7/01/2020 DISC: 7/01/2020 |           | 1099: Y       |                        |              |  |
|                                             |           | FLEA/TICK, HRTWRM MEDS-ROMMEL  |           | 010 5-023-520 | DEPARTMENT SUPPLIES    | 139.92       |  |
|                                             |           |                                |           |               |                        |              |  |
| I-335724                                    |           | VACCINATIONS-ROMMEL            | 65.75     |               |                        |              |  |
| 6/01/2020                                   | AP        | DUE: 7/01/2020 DISC: 7/01/2020 |           | 1099: Y       |                        |              |  |
|                                             |           | VACCINATIONS-ROMMEL            |           | 010 5-023-478 | PROFESSIONAL SERVICES  | 65.75        |  |
|                                             |           |                                |           |               |                        |              |  |
|                                             |           | === VENDOR TOTALS ===          | 205.67    |               |                        |              |  |
| =====                                       |           |                                |           |               |                        |              |  |
| 01-02050     BARTLETT COOP ASSOCIATION      |           |                                |           |               |                        |              |  |
|                                             |           |                                |           |               |                        |              |  |
| I-92686                                     |           | RUBBER BOOTS-J. PAYDEN         | 116.00    |               |                        |              |  |
| 5/29/2020                                   | AP        | DUE: 6/28/2020 DISC: 6/28/2020 |           | 1099: N       |                        |              |  |
|                                             |           | RUBBER BOOTS-J. PAYDEN         |           | 900 5-026-515 | CLOTHING               | 116.00       |  |
|                                             |           |                                |           |               |                        |              |  |
|                                             |           | === VENDOR TOTALS ===          | 116.00    |               |                        |              |  |
| =====                                       |           |                                |           |               |                        |              |  |
| 01-51117     BEST REFRIGERATION COMPANY, IN |           |                                |           |               |                        |              |  |
|                                             |           |                                |           |               |                        |              |  |
| I-192219                                    |           | FLOAT SWITCH, VALVE            | 152.46    |               |                        |              |  |
| 5/26/2020                                   | AP        | DUE: 6/25/2020 DISC: 6/25/2020 |           | 1099: N       |                        |              |  |
|                                             |           | FLOAT SWITCH, VALVE            |           | 900 5-026-620 | EQUIPMENT MAINTENANCE  | 152.46       |  |
|                                             |           |                                |           |               |                        |              |  |
|                                             |           | === VENDOR TOTALS ===          | 152.46    |               |                        |              |  |
| =====                                       |           |                                |           |               |                        |              |  |
| 01-50858     BG CONSULTANTS, INC.           |           |                                |           |               |                        |              |  |
|                                             |           |                                |           |               |                        |              |  |
| I-202006118398                              |           | PAY #1-TRANS ALT GRANT DESIGN  | 21,267.04 |               |                        |              |  |
| 6/05/2020                                   | AP        | DUE: 6/05/2020 DISC: 6/05/2020 |           | 1099: N       |                        |              |  |
|                                             |           | PAY #1-TRANS ALT GRANT DESIGN  |           | 520 5-220-478 | PROFESSIONAL SERVICES  | 21,267.04    |  |
|                                             |           |                                |           |               |                        |              |  |
|                                             |           | === VENDOR TOTALS ===          | 21,267.04 |               |                        |              |  |
| =====                                       |           |                                |           |               |                        |              |  |
| 01-00336     BLAKE'S LUBE CENTER            |           |                                |           |               |                        |              |  |
|                                             |           |                                |           |               |                        |              |  |
| I-200593                                    |           | EXHAUST PIECE                  | 45.00     |               |                        |              |  |
| 6/01/2020                                   | AP        | DUE: 7/01/2020 DISC: 7/01/2020 |           | 1099: N       |                        |              |  |
|                                             |           | EXHAUST PIECE                  |           | 010 5-163-680 | VEHICLE-PARTS          | 45.00        |  |
|                                             |           |                                |           |               |                        |              |  |
| I-200609                                    |           | INSTALL SIDE GLASS             | 125.00    |               |                        |              |  |
| 6/04/2020                                   | AP        | DUE: 7/04/2020 DISC: 7/04/2020 |           | 1099: N       |                        |              |  |
|                                             |           | INSTALL SIDE GLASS             |           | 760 5-000-620 | EQUIPMENT MAINTENANCE  | 125.00       |  |
|                                             |           |                                |           |               |                        |              |  |
| I-200624                                    |           | WINDSHIELD REPLACED            | 235.43    |               |                        |              |  |
| 6/08/2020                                   | AP        | DUE: 7/08/2020 DISC: 7/08/2020 |           | 1099: N       |                        |              |  |
|                                             |           | WINDSHIELD REPLACED            |           | 800 5-040-680 | VEHICLE-PARTS          | 235.43       |  |

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| =====        |                                |                                |          |               |                          |              |
| 01-00336     | BLAKE'S LUBE CENTER            | ( ** CONTINUED ** )            |          |               |                          |              |
| =====        |                                |                                |          |               |                          |              |
| I-200633     |                                | ALIGNMENT                      | 65.00    |               |                          |              |
| 6/10/2020    | AP                             | DUE: 7/10/2020 DISC: 7/10/2020 |          | 1099: N       |                          |              |
|              |                                | ALIGNMENT                      |          | 010 5-071-690 | VEHICLE-LABOR            | 65.00        |
| =====        |                                |                                |          |               |                          |              |
| I-20202394   |                                | OIL CHANGE                     | 58.20    |               |                          |              |
| 6/08/2020    | AP                             | DUE: 7/08/2020 DISC: 7/08/2020 |          | 1099: N       |                          |              |
|              |                                | OIL CHANGE                     |          | 800 5-040-545 | MOTOR FUELS/LUBRICANTS   | 58.20        |
| =====        |                                |                                |          |               |                          |              |
|              |                                | === VENDOR TOTALS ===          | 528.63   |               |                          |              |
| =====        |                                |                                |          |               |                          |              |
| 01-51303     | BRAINERD CHEMICAL COMPANY, INC |                                |          |               |                          |              |
| =====        |                                |                                |          |               |                          |              |
| I-121666     |                                | MURIATIC ACID,SODIUM HYDROX    | 4,192.98 |               |                          |              |
| 6/10/2020    | AP                             | DUE: 7/10/2020 DISC: 7/10/2020 |          | 1099: N       |                          |              |
|              |                                | MURIATIC ACID,SODIUM HYDROX    |          | 800 5-030-525 | CHEMICALS/FERTILIZERS/SE | 4,192.98     |
| =====        |                                |                                |          |               |                          |              |
|              |                                | === VENDOR TOTALS ===          | 4,192.98 |               |                          |              |
| =====        |                                |                                |          |               |                          |              |
| 01-51307     | BRENNTAG SOUTHWEST, INC.       |                                |          |               |                          |              |
| =====        |                                |                                |          |               |                          |              |
| I-BSW211623  |                                | POLYMER, PHOSPHATE, AMMONIUM   | 2,176.89 |               |                          |              |
| 6/04/2020    | AP                             | DUE: 7/04/2020 DISC: 7/04/2020 |          | 1099: N       |                          |              |
|              |                                | POLYMER, PHOSPHATE, AMMONIUM   |          | 900 5-036-525 | CHEMICALS/FERTILIZERS/SE | 2,176.89     |
| =====        |                                |                                |          |               |                          |              |
| I-BSW211624  |                                | POLYMER                        | 1,159.95 |               |                          |              |
| 6/04/2020    | AP                             | DUE: 7/04/2020 DISC: 7/04/2020 |          | 1099: N       |                          |              |
|              |                                | POLYMER                        |          | 900 5-036-525 | CHEMICALS/FERTILIZERS/SE | 1,159.95     |
| =====        |                                |                                |          |               |                          |              |
| I-BSW213006  |                                | CHLORINE                       | 262.80   |               |                          |              |
| 6/11/2020    | AP                             | DUE: 7/11/2020 DISC: 7/11/2020 |          | 1099: N       |                          |              |
|              |                                | CHLORINE                       |          | 900 5-036-525 | CHEMICALS/FERTILIZERS/SE | 262.80       |
| =====        |                                |                                |          |               |                          |              |
| I-BSW213283  |                                | POLYMER                        | 1,159.95 |               |                          |              |
| 6/11/2020    | AP                             | DUE: 7/11/2020 DISC: 7/11/2020 |          | 1099: N       |                          |              |
|              |                                | POLYMER                        |          | 900 5-036-525 | CHEMICALS/FERTILIZERS/SE | 1,159.95     |
| =====        |                                |                                |          |               |                          |              |
| I-BSW213284  |                                | POLYMER                        | 2,319.90 |               |                          |              |
| 6/11/2020    | AP                             | DUE: 7/11/2020 DISC: 7/11/2020 |          | 1099: N       |                          |              |
|              |                                | POLYMER                        |          | 900 5-036-525 | CHEMICALS/FERTILIZERS/SE | 2,319.90     |
| =====        |                                |                                |          |               |                          |              |
| I-BSW213285  |                                | AMMONIUM SULFATE               | 497.00   |               |                          |              |
| 6/11/2020    | AP                             | DUE: 7/11/2020 DISC: 7/11/2020 |          | 1099: N       |                          |              |
|              |                                | AMMONIUM SULFATE               |          | 900 5-036-525 | CHEMICALS/FERTILIZERS/SE | 497.00       |
| =====        |                                |                                |          |               |                          |              |
|              |                                | === VENDOR TOTALS ===          | 7,576.49 |               |                          |              |



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| =====        |                                |                                |          |               |                          |              |  |
| 01-01250     | BROWN SHOE FIT COMPANY OF COFF |                                |          |               |                          |              |  |
| I-707080     |                                |                                |          |               |                          |              |  |
| 6/11/2020    | AP                             | WORK BOOTS-T STEVENS           | 200.00   |               |                          |              |  |
|              |                                | DUE: 7/11/2020 DISC: 7/11/2020 |          | 1099: Y       |                          |              |  |
|              |                                | WORK BOOTS-T STEVENS           |          | 010 0-320     | PAYROLL DEDUCTION RECEIV | 200.00       |  |
|              |                                | === VENDOR TOTALS ===          | 200.00   |               |                          |              |  |
| =====        |                                |                                |          |               |                          |              |  |
| 01-00590     | CARTER AUTOMOTIVE WAREHOUSE    |                                |          |               |                          |              |  |
| C-540343/1   |                                |                                |          |               |                          |              |  |
| 6/12/2020    | AP                             | RETURN AIR FILTER              | 71.94CR  |               |                          |              |  |
|              |                                | DUE: 6/12/2020 DISC: 6/12/2020 |          | 1099: N       |                          |              |  |
|              |                                | RETURN AIR FILTER              |          | 010 5-041-680 | VEHICLE-PARTS            | 71.94CR      |  |
| I-537192/1   |                                |                                |          |               |                          |              |  |
| 6/01/2020    | AP                             | BLADE X 3                      | 43.83    |               |                          |              |  |
|              |                                | DUE: 7/01/2020 DISC: 7/01/2020 |          | 1099: N       |                          |              |  |
|              |                                | BLADE X 3                      |          | 010 5-163-620 | EQUIPMENT MAINTENANCE    | 43.83        |  |
| I-537410/1   |                                |                                |          |               |                          |              |  |
| 6/01/2020    | AP                             | COOLANT                        | 34.44    |               |                          |              |  |
|              |                                | DUE: 7/01/2020 DISC: 7/01/2020 |          | 1099: N       |                          |              |  |
|              |                                | COOLANT                        |          | 010 5-041-590 | VEHICLE-EQUIP SUPPLIES   | 34.44        |  |
| I-537713/1   |                                |                                |          |               |                          |              |  |
| 6/03/2020    | AP                             | OIL, FUEL FILTERS              | 110.53   |               |                          |              |  |
|              |                                | DUE: 7/03/2020 DISC: 7/03/2020 |          | 1099: N       |                          |              |  |
|              |                                | OIL, FUEL FILTERS              |          | 010 5-041-680 | VEHICLE-PARTS            | 110.53       |  |
| I-537718/1   |                                |                                |          |               |                          |              |  |
| 6/03/2020    | AP                             | AIR, COOLANT FILTERS           | 82.72    |               |                          |              |  |
|              |                                | DUE: 7/03/2020 DISC: 7/03/2020 |          | 1099: N       |                          |              |  |
|              |                                | AIR, COOLANT FILTERS           |          | 010 5-041-680 | VEHICLE-PARTS            | 82.72        |  |
| I-537964/1   |                                |                                |          |               |                          |              |  |
| 6/04/2020    | AP                             | OIL, FUEL, AIR FILTERS         | 75.10    |               |                          |              |  |
|              |                                | DUE: 7/04/2020 DISC: 7/04/2020 |          | 1099: N       |                          |              |  |
|              |                                | OIL, FUEL, AIR FILTERS         |          | 010 5-041-680 | VEHICLE-PARTS            | 75.10        |  |
| I-538050/1   |                                |                                |          |               |                          |              |  |
| 6/04/2020    | AP                             | BATTERY                        | 113.08   |               |                          |              |  |
|              |                                | DUE: 7/04/2020 DISC: 7/04/2020 |          | 1099: N       |                          |              |  |
|              |                                | BATTERY                        |          | 010 5-071-590 | VEHICLE-EQUIP SUPPLIES   | 113.08       |  |
| I-538086/1   |                                |                                |          |               |                          |              |  |
| 6/09/2020    | AP                             | AIR FILTER                     | 150.14   |               |                          |              |  |
|              |                                | DUE: 7/09/2020 DISC: 7/09/2020 |          | 1099: N       |                          |              |  |
|              |                                | AIR FILTER                     |          | 010 5-041-680 | VEHICLE-PARTS            | 150.14       |  |
| I-538088/1   |                                |                                |          |               |                          |              |  |
| 6/08/2020    | AP                             | COOLANT FILTER                 | 23.95    |               |                          |              |  |
|              |                                | DUE: 7/08/2020 DISC: 7/08/2020 |          | 1099: N       |                          |              |  |
|              |                                | COOLANT FILTER                 |          | 010 5-041-680 | VEHICLE-PARTS            | 23.95        |  |
| I-539083/1   |                                |                                |          |               |                          |              |  |
| 6/08/2020    | AP                             | FILTER FOR GENERATOR           | 9.81     |               |                          |              |  |
|              |                                | DUE: 7/08/2020 DISC: 7/08/2020 |          | 1099: N       |                          |              |  |
|              |                                | FILTER FOR GENERATOR           |          | 010 5-041-620 | EQUIPMENT MAINTENANCE    | 9.81         |  |

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| =====                 |                             |                                |          |               |                        |              |
| 01-00590              | CARTER AUTOMOTIVE WAREHOUSE | ( ** CONTINUED ** )            |          |               |                        |              |
| I-539131/1            |                             | AIR CLEANER BASE               | 50.03    |               |                        |              |
| 6/11/2020             | AP                          | DUE: 7/11/2020 DISC: 7/11/2020 |          | 1099: N       |                        |              |
|                       |                             | AIR CLEANER BASE               |          | 370 5-000-620 | EQUIPMENT MAINTENANCE  | 50.03        |
| I-539152/1            |                             | WASHER FLUID                   | 7.38     |               |                        |              |
| 6/08/2020             | AP                          | DUE: 7/08/2020 DISC: 7/08/2020 |          | 1099: N       |                        |              |
|                       |                             | WASHER FLUID                   |          | 010 5-041-590 | VEHICLE-EQUIP SUPPLIES | 7.38         |
| I-539180/1            |                             | AIR FILTER                     | 202.38   |               |                        |              |
| 6/08/2020             | AP                          | DUE: 7/08/2020 DISC: 7/08/2020 |          | 1099: N       |                        |              |
|                       |                             | AIR FILTER                     |          | 010 5-041-680 | VEHICLE-PARTS          | 202.38       |
| I-539261/1            |                             | FILTERS, HOSE, CLAMPS, OIL     | 41.12    |               |                        |              |
| 6/09/2020             | AP                          | DUE: 7/09/2020 DISC: 7/09/2020 |          | 1099: N       |                        |              |
|                       |                             | OIL FILTERS, HOSE, CLAMPS      |          | 900 5-036-620 | EQUIPMENT MAINTENANCE  | 25.22        |
|                       |                             | 10W30 OIL X 6                  |          | 900 5-036-545 | MOTOR FUELS/LUBRICANTS | 15.90        |
| I-539355/1            |                             | BELT                           | 20.33    |               |                        |              |
| 6/09/2020             | AP                          | DUE: 7/09/2020 DISC: 7/09/2020 |          | 1099: N       |                        |              |
|                       |                             | BELT                           |          | 900 5-036-620 | EQUIPMENT MAINTENANCE  | 20.33        |
| I-539412/1            |                             | SOCKET, ADAPTER                | 15.57    |               |                        |              |
| 6/09/2020             | AP                          | DUE: 7/09/2020 DISC: 7/09/2020 |          | 1099: N       |                        |              |
|                       |                             | SOCKET, ADAPTER                |          | 370 5-000-580 | TOOLS                  | 15.57        |
| I-539416/1            |                             | RELAY                          | 12.81    |               |                        |              |
| 6/09/2020             | AP                          | DUE: 7/09/2020 DISC: 7/09/2020 |          | 1099: N       |                        |              |
|                       |                             | RELAY                          |          | 900 5-036-620 | EQUIPMENT MAINTENANCE  | 12.81        |
| I-539678/1            |                             | OIL, AIR, FUEL FILTERS         | 46.88    |               |                        |              |
| 6/10/2020             | AP                          | DUE: 7/10/2020 DISC: 7/10/2020 |          | 1099: N       |                        |              |
|                       |                             | OIL, AIR, FUEL FILTERS         |          | 010 5-041-680 | VEHICLE-PARTS          | 46.88        |
| I-539750/1            |                             | OIL FILTER, HOSE CONNECTION    | 7.54     |               |                        |              |
| 6/10/2020             | AP                          | DUE: 7/10/2020 DISC: 7/10/2020 |          | 1099: N       |                        |              |
|                       |                             | OIL FILTER, HOSE CONNECTION    |          | 010 5-041-680 | VEHICLE-PARTS          | 7.54         |
| I-539830/1            |                             | BATTERY                        | 72.83    |               |                        |              |
| 6/11/2020             | AP                          | DUE: 7/11/2020 DISC: 7/11/2020 |          | 1099: N       |                        |              |
|                       |                             | BATTERY                        |          | 370 5-000-590 | VEHICLE-EQUIP SUPPLIES | 72.83        |
| I-539870/1            |                             | 10W30 OIL X 2                  | 7.84     |               |                        |              |
| 6/11/2020             | AP                          | DUE: 7/11/2020 DISC: 7/11/2020 |          | 1099: N       |                        |              |
|                       |                             | 10W30 OIL X 2                  |          | 010 5-041-545 | MOTOR FUELS/LUBRICANTS | 7.84         |
| I-540092/1            |                             | FLASHLIGHT                     | 71.48    |               |                        |              |
| 6/12/2020             | AP                          | DUE: 7/12/2020 DISC: 7/12/2020 |          | 1099: N       |                        |              |
|                       |                             | FLASHLIGHT                     |          | 760 5-000-520 | DEPARTMENT SUPPLIES    | 71.48        |
| === VENDOR TOTALS === |                             |                                | 1,127.85 |               |                        |              |

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| =====                             |           |                                |           |               |                          |              |  |
| 01-01040 CITY OF COFFEYVILLE      |           |                                |           |               |                          |              |  |
|                                   |           |                                |           |               |                          |              |  |
| I-202006118399                    |           | PUMP HOUSES                    | 15,838.69 |               |                          |              |  |
| 5/29/2020                         | AP        | DUE: 6/28/2020 DISC: 6/28/2020 |           | 1099: N       |                          |              |  |
|                                   |           | RIVER ROAD PUMP HOUSE          |           | 900 5-036-494 | UTILITIES                | 15,472.40    |  |
|                                   |           | PFISTER PARK PUMP HOUSE        |           | 900 5-036-494 | UTILITIES                | 366.29       |  |
|                                   |           |                                |           |               |                          |              |  |
| I-202006118400                    |           | NEW GENERATION, SO HILLS TOWE  | 324.73    |               |                          |              |  |
| 5/29/2020                         | AP        | DUE: 6/28/2020 DISC: 6/28/2020 |           | 1099: N       |                          |              |  |
|                                   |           | NEW GENERATION                 |           | 800 5-030-494 | UTILITIES                | 209.90       |  |
|                                   |           | SOUTHERN HILLS TOWER           |           | 720 5-000-494 | UTILITIES                | 114.83       |  |
|                                   |           |                                |           |               |                          |              |  |
| I-202006168410                    |           | MACHINE SHOP                   | 755.27    |               |                          |              |  |
| 6/15/2020                         | AP        | DUE: 7/15/2020 DISC: 7/15/2020 |           | 1099: N       |                          |              |  |
|                                   |           | MACHINE SHOP                   |           | 800 5-030-494 | UTILITIES                | 755.27       |  |
|                                   |           | === VENDOR TOTALS ===          | 16,918.69 |               |                          |              |  |
| =====                             |           |                                |           |               |                          |              |  |
| 01-01043 CITY OF COFFEYVILLE      |           |                                |           |               |                          |              |  |
|                                   |           |                                |           |               |                          |              |  |
| I-2020-2                          |           | 2Q20 LIQUOR TAX DISTRIBUTION   | 2,736.88  |               |                          |              |  |
| 6/15/2020                         | AP        | DUE: 6/15/2020 DISC: 6/15/2020 |           | 1099: N       |                          |              |  |
|                                   |           | 2Q20 LIQUOR TAX DISTRIBUTION   |           | 110 5-760-432 | REIMBURSED EXPENSE       | 2,736.88     |  |
|                                   |           | === VENDOR TOTALS ===          | 2,736.88  |               |                          |              |  |
| =====                             |           |                                |           |               |                          |              |  |
| 01-01146 CITY OF DEARING          |           |                                |           |               |                          |              |  |
|                                   |           |                                |           |               |                          |              |  |
| I-202006118401                    |           | 5/20 FRANCHISE FEE             | 118.64    |               |                          |              |  |
| 6/11/2020                         | AP        | DUE: 7/11/2020 DISC: 7/11/2020 |           | 1099: N       |                          |              |  |
|                                   |           | 5/20 FRANCHISE FEE             |           | 800 5-020-430 | DEARING FRANCHISE PAYMEN | 118.64       |  |
|                                   |           | === VENDOR TOTALS ===          | 118.64    |               |                          |              |  |
| =====                             |           |                                |           |               |                          |              |  |
| 01-00720 CLOUGH OIL COMPANY, INC. |           |                                |           |               |                          |              |  |
|                                   |           |                                |           |               |                          |              |  |
| I-111622                          |           | TOWELS                         | 27.74     |               |                          |              |  |
| 6/08/2020                         | AP        | DUE: 7/08/2020 DISC: 7/08/2020 |           | 1099: N       |                          |              |  |
|                                   |           | TOWELS                         |           | 010 5-041-520 | DEPARTMENT SUPPLIES      | 27.74        |  |
|                                   |           |                                |           |               |                          |              |  |
| I-111625                          |           | TOWELS                         | 24.33     |               |                          |              |  |
| 6/09/2020                         | AP        | DUE: 7/09/2020 DISC: 7/09/2020 |           | 1099: N       |                          |              |  |
|                                   |           | TOWELS                         |           | 010 5-041-520 | DEPARTMENT SUPPLIES      | 24.33        |  |
|                                   |           |                                |           |               |                          |              |  |
| I-165959                          |           | FLOOR CLEANER                  | 31.36     |               |                          |              |  |
| 6/01/2020                         | AP        | DUE: 7/01/2020 DISC: 7/01/2020 |           | 1099: N       |                          |              |  |
|                                   |           | FLOOR CLEANER                  |           | 010 5-041-520 | DEPARTMENT SUPPLIES      | 31.36        |  |

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| -----ID-----          |                          |                                | GROSS    | P.O. #        |                        |              |
|-----------------------|--------------------------|--------------------------------|----------|---------------|------------------------|--------------|
| ITEM DATE             | BANK CODE                | -----DESCRIPTION-----          | DISCOUNT | G/L ACCOUNT   | -----ACCOUNT NAME----- | DISTRIBUTION |
| =====                 |                          |                                |          |               |                        |              |
| 01-00720              | CLOUGH OIL COMPANY, INC. | ( ** CONTINUED ** )            |          |               |                        |              |
| =====                 |                          |                                |          |               |                        |              |
| I-54733               |                          | 497 GALLONS OF DIESEL/GAS      | 818.97   |               |                        |              |
| 6/11/2020             | AP                       | DUE: 7/11/2020 DISC: 7/11/2020 |          | 1099: N       |                        |              |
|                       |                          | 497 GALLONS OF DIESEL/GAS      |          | 370 5-000-545 | MOTOR FUELS/LUBRICANTS | 818.97       |
| === VENDOR TOTALS === |                          |                                | 902.40   |               |                        |              |
| =====                 |                          |                                |          |               |                        |              |
| 01-00721              | CLOUGH SERVICE           |                                |          |               |                        |              |
| =====                 |                          |                                |          |               |                        |              |
| I-4214896             |                          | FUEL THRU 6/9                  | 1,266.82 |               |                        |              |
| 6/10/2020             | AP                       | DUE: 6/10/2020 DISC: 6/10/2020 |          | 1099: N       |                        |              |
|                       |                          | FUEL THRU 6/9                  |          | 010 5-163-545 | MOTOR FUELS/LUBRICANTS | 1,266.82     |
| =====                 |                          |                                |          |               |                        |              |
| I-4214898             |                          | FUEL THRU 6/9                  | 125.72   |               |                        |              |
| 6/10/2020             | AP                       | DUE: 6/10/2020 DISC: 6/10/2020 |          | 1099: N       |                        |              |
|                       |                          | FUEL THRU 6/9                  |          | 010 5-071-545 | MOTOR FUELS/LUBRICANTS | 125.72       |
| =====                 |                          |                                |          |               |                        |              |
| I-4214899             |                          | FUEL THRU 6/9                  | 1,181.04 |               |                        |              |
| 6/10/2020             | AP                       | DUE: 6/10/2020 DISC: 6/10/2020 |          | 1099: N       |                        |              |
|                       |                          | FUEL THRU 6/9                  |          | 010 5-023-545 | MOTOR FUELS/LUBRICANTS | 1,181.04     |
| =====                 |                          |                                |          |               |                        |              |
| I-4214900             |                          | FUEL THRU 6/9                  | 82.90    |               |                        |              |
| 6/10/2020             | AP                       | DUE: 6/10/2020 DISC: 6/10/2020 |          | 1099: N       |                        |              |
|                       |                          | FUEL THRU 6/9                  |          | 010 5-025-545 | MOTOR FUELS/LUBRICANTS | 82.90        |
| =====                 |                          |                                |          |               |                        |              |
| I-4214901             |                          | FUEL THRU 6/9                  | 236.34   |               |                        |              |
| 6/10/2020             | AP                       | DUE: 6/10/2020 DISC: 6/10/2020 |          | 1099: N       |                        |              |
|                       |                          | FUEL THRU 6/9                  |          | 010 5-041-545 | MOTOR FUELS/LUBRICANTS | 236.34       |
| =====                 |                          |                                |          |               |                        |              |
| I-4214902             |                          | FUEL THRU 6/9                  | 58.83    |               |                        |              |
| 6/10/2020             | AP                       | DUE: 6/10/2020 DISC: 6/10/2020 |          | 1099: N       |                        |              |
|                       |                          | FUEL THRU 6/9                  |          | 010 5-045-545 | MOTOR FUELS/LUBRICANTS | 58.83        |
| =====                 |                          |                                |          |               |                        |              |
| I-4214903             |                          | FUEL THRU 6/9                  | 531.18   |               |                        |              |
| 6/10/2020             | AP                       | DUE: 6/10/2020 DISC: 6/10/2020 |          | 1099: N       |                        |              |
|                       |                          | FUEL THRU 6/9                  |          | 900 5-026-545 | MOTOR FUELS/LUBRICANTS | 531.18       |
| =====                 |                          |                                |          |               |                        |              |
| I-4214904             |                          | FUEL THRU 6/9                  | 91.81    |               |                        |              |
| 6/10/2020             | AP                       | DUE: 6/10/2020 DISC: 6/10/2020 |          | 1099: N       |                        |              |
|                       |                          | FUEL THRU 6/9                  |          | 900 5-027-545 | MOTOR FUELS/LUBRICANTS | 91.81        |
| =====                 |                          |                                |          |               |                        |              |
| I-4214905             |                          | FUEL THRU 6/9                  | 63.07    |               |                        |              |
| 6/10/2020             | AP                       | DUE: 6/10/2020 DISC: 6/10/2020 |          | 1099: N       |                        |              |
|                       |                          | FUEL THRU 6/9                  |          | 900 5-036-545 | MOTOR FUELS/LUBRICANTS | 63.07        |
| =====                 |                          |                                |          |               |                        |              |
| I-4214906             |                          | FUEL THRU 6/9                  | 121.48   |               |                        |              |
| 6/10/2020             | AP                       | DUE: 6/10/2020 DISC: 6/10/2020 |          | 1099: N       |                        |              |
|                       |                          | FUEL THRU 6/9                  |          | 900 5-037-545 | MOTOR FUELS/LUBRICANTS | 121.48       |

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|----------------|--------------------------------|--------------------------------|----------|---------------|------------------------|--------------|--|
| ITEM DATE      | BANK CODE                      | -----DESCRIPTION-----          | DISCOUNT | G/L ACCOUNT   | -----ACCOUNT NAME----- | DISTRIBUTION |  |
| =====          |                                |                                |          |               |                        |              |  |
| 01-00721       | CLOUGH SERVICE                 | ( ** CONTINUED ** )            |          |               |                        |              |  |
| =====          |                                |                                |          |               |                        |              |  |
| I-4214907      |                                | FUEL THRU 6/9                  | 61.56    |               |                        |              |  |
| 6/10/2020      | AP                             | DUE: 6/10/2020 DISC: 6/10/2020 |          | 1099: N       |                        |              |  |
|                |                                | FUEL THRU 6/9                  |          | 010 5-017-545 | MOTOR FUELS/LUBRICANTS | 61.56        |  |
| =====          |                                |                                |          |               |                        |              |  |
| I-4214908      |                                | FUEL THRU 6/9                  | 524.86   |               |                        |              |  |
| 6/10/2020      | AP                             | DUE: 6/10/2020 DISC: 6/10/2020 |          | 1099: N       |                        |              |  |
|                |                                | FUEL THRU 6/9                  |          | 800 5-020-545 | MOTOR FUELS/LUBRICANTS | 524.86       |  |
| =====          |                                |                                |          |               |                        |              |  |
| I-4214909      |                                | FUEL THRU 6/9                  | 112.70   |               |                        |              |  |
| 6/10/2020      | AP                             | DUE: 6/10/2020 DISC: 6/10/2020 |          | 1099: N       |                        |              |  |
|                |                                | FUEL THRU 6/9                  |          | 800 5-030-545 | MOTOR FUELS/LUBRICANTS | 112.70       |  |
| =====          |                                |                                |          |               |                        |              |  |
| I-4214910      |                                | FUEL THRU 6/9                  | 46.69    |               |                        |              |  |
| 6/10/2020      | AP                             | DUE: 6/10/2020 DISC: 6/10/2020 |          | 1099: N       |                        |              |  |
|                |                                | FUEL THRU 6/9                  |          | 800 5-040-545 | MOTOR FUELS/LUBRICANTS | 46.69        |  |
| =====          |                                |                                |          |               |                        |              |  |
| I-4214911      |                                | FUEL THRU 6/9                  | 485.28   |               |                        |              |  |
| 6/10/2020      | AP                             | DUE: 6/10/2020 DISC: 6/10/2020 |          | 1099: N       |                        |              |  |
|                |                                | FUEL THRU 6/9                  |          | 760 5-000-545 | MOTOR FUELS/LUBRICANTS | 485.28       |  |
| =====          |                                |                                |          |               |                        |              |  |
| I-4214912      |                                | FUEL THRU 6/9                  | 35.24    |               |                        |              |  |
| 6/10/2020      | AP                             | DUE: 6/10/2020 DISC: 6/10/2020 |          | 1099: N       |                        |              |  |
|                |                                | FUEL THRU 6/9                  |          | 010 5-018-545 | MOTOR FUELS/LUBRICANTS | 35.24        |  |
|                |                                | === VENDOR TOTALS ===          | 5,025.52 |               |                        |              |  |
| =====          |                                |                                |          |               |                        |              |  |
| 01-00870       | COFFEYVILLE FEED AND FARM SUPP |                                |          |               |                        |              |  |
| =====          |                                |                                |          |               |                        |              |  |
| I-769080       |                                | BAR/CHAIN OIL                  | 13.00    |               |                        |              |  |
| 6/01/2020      | AP                             | DUE: 7/01/2020 DISC: 7/01/2020 |          | 1099: N       |                        |              |  |
|                |                                | BAR/CHAIN OIL                  |          | 010 5-041-545 | MOTOR FUELS/LUBRICANTS | 13.00        |  |
|                |                                | === VENDOR TOTALS ===          | 13.00    |               |                        |              |  |
| =====          |                                |                                |          |               |                        |              |  |
| 01-00877       | COFFEYVILLE FRIENDS OF ANIMALS |                                |          |               |                        |              |  |
| =====          |                                |                                |          |               |                        |              |  |
| I-202006118402 |                                | 7/20 SHELTER OPERATION         | 1,500.00 |               |                        |              |  |
| 6/11/2020      | AP                             | DUE: 6/11/2020 DISC: 6/11/2020 |          | 1099: N       |                        |              |  |
|                |                                | 7/20 SHELTER OPERATION         |          | 010 5-025-424 | CONTRACTUAL AGREEMENTS | 1,500.00     |  |
|                |                                | === VENDOR TOTALS ===          | 1,500.00 |               |                        |              |  |

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|--------------|---------------------|--------------------------------|----------|---------------|------------------------|--------------|--|
| ITEM DATE    | BANK CODE           | -----DESCRIPTION-----          | DISCOUNT | G/L ACCOUNT   | -----ACCOUNT NAME----- | DISTRIBUTION |  |
| =====        |                     |                                |          |               |                        |              |  |
| 01-00930     | COFFEYVILLE JOURNAL |                                |          |               |                        |              |  |
|              |                     |                                |          |               |                        |              |  |
| I-1024573    |                     | BZA 2020-01 U.S. CELLULAR      | 29.32    |               |                        |              |  |
| 3/18/2020    | AP                  | DUE: 4/17/2020 DISC: 4/17/2020 |          | 1099: N       |                        |              |  |
|              |                     | BZA 2020-01 U.S. CELLULAR      |          | 010 5-132-482 | PUBLIC NOTICES         | 29.32        |  |
|              |                     |                                |          |               |                        |              |  |
| I-1024574    |                     | CU 2020-01 U.S. CELLULAR       | 29.32    |               |                        |              |  |
| 3/18/2020    | AP                  | DUE: 4/17/2020 DISC: 4/17/2020 |          | 1099: N       |                        |              |  |
|              |                     | CU 2020-01 U.S. CELLULAR       |          | 010 5-132-482 | PUBLIC NOTICES         | 29.32        |  |
|              |                     |                                |          |               |                        |              |  |
| I-1024575    |                     | ZC 2020-01 RURAL REDEVELOPMEN  | 31.98    |               |                        |              |  |
| 3/18/2020    | AP                  | DUE: 4/17/2020 DISC: 4/17/2020 |          | 1099: N       |                        |              |  |
|              |                     | ZC 2020-01 RURAL REDEVELOPMENT |          | 010 5-132-482 | PUBLIC NOTICES         | 31.98        |  |
|              |                     |                                |          |               |                        |              |  |
| I-1024576    |                     | BZA 2020-02 RURAL REDEVELOPMN  | 31.98    |               |                        |              |  |
| 3/18/2020    | AP                  | DUE: 4/17/2020 DISC: 4/17/2020 |          | 1099: N       |                        |              |  |
|              |                     | BZA 2020-02 RURAL REDEVELOPMNT |          | 010 5-132-482 | PUBLIC NOTICES         | 31.98        |  |
|              |                     |                                |          |               |                        |              |  |
| I-1024725    |                     | ABANDONED RAILBED ACQUISITION  | 69.29    |               |                        |              |  |
| 4/01/2020    | AP                  | DUE: 5/01/2020 DISC: 5/01/2020 |          | 1099: N       |                        |              |  |
|              |                     | ABANDONED RAILBED ACQUISITION  |          | 520 5-220-482 | PUBLIC NOTICES         | 69.29        |  |
|              |                     |                                |          |               |                        |              |  |
| I-1024726    |                     | BZA HEARING POSTPONEMENT       | 10.66    |               |                        |              |  |
| 4/01/2020    | AP                  | DUE: 5/01/2020 DISC: 5/01/2020 |          | 1099: N       |                        |              |  |
|              |                     | BZA HEARING POSTPONEMENT       |          | 010 5-132-482 | PUBLIC NOTICES         | 10.66        |  |
|              |                     |                                |          |               |                        |              |  |
| I-1024838    |                     | PUBLIC HEARING-10TH ST IMPRVM  | 45.31    |               |                        |              |  |
| 4/18/2020    | AP                  | DUE: 5/18/2020 DISC: 5/18/2020 |          | 1099: N       |                        |              |  |
|              |                     | PUBLIC HEARING-10TH ST IMPRVMN |          | 520 5-220-482 | PUBLIC NOTICES         | 45.31        |  |
|              |                     |                                |          |               |                        |              |  |
| I-1024873    |                     | 1Q20 TREASURER REPORT          | 135.91   |               |                        |              |  |
| 4/29/2020    | AP                  | DUE: 5/29/2020 DISC: 5/29/2020 |          | 1099: N       |                        |              |  |
|              |                     | 1Q20 TREASURER REPORT          |          | 010 5-016-482 | PUBLIC NOTICES         | 135.91       |  |
|              |                     |                                |          |               |                        |              |  |
| I-1024975    |                     | HO 20-02 REXWINKLE             | 29.32    |               |                        |              |  |
| 5/13/2020    | AP                  | DUE: 6/12/2020 DISC: 6/12/2020 |          | 1099: N       |                        |              |  |
|              |                     | HO 20-02 REXWINKLE             |          | 010 5-132-482 | PUBLIC NOTICES         | 29.32        |  |
|              |                     |                                |          |               |                        |              |  |
| I-1025001    |                     | CDBG-CV HEARING NOTICE         | 29.32    |               |                        |              |  |
| 5/16/2020    | AP                  | DUE: 6/15/2020 DISC: 6/15/2020 |          | 1099: N       |                        |              |  |
|              |                     | CDBG-CV HEARING NOTICE         |          | 010 5-131-482 | PUBLIC NOTICES         | 29.32        |  |
|              |                     |                                |          |               |                        |              |  |
| I-1025066    |                     | S-20-02 KPWSLF LOAN            | 173.23   |               |                        |              |  |
| 5/23/2020    | AP                  | DUE: 6/22/2020 DISC: 6/22/2020 |          | 1099: N       |                        |              |  |
|              |                     | S-20-02 KPWSLF LOAN            |          | 900 5-046-482 | PUBLIC NOTICES         | 173.23       |  |
|              |                     |                                |          |               |                        |              |  |
|              |                     | === VENDOR TOTALS ===          | 615.64   |               |                        |              |  |

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| ITEM DATE                               | BANK CODE | -----DESCRIPTION-----          | DISCOUNT | G/L ACCOUNT   | -----ACCOUNT NAME----- | DISTRIBUTION |
| =====                                   |           |                                |          |               |                        |              |
| 01-52347 CORE & MAIN LP                 |           |                                |          |               |                        |              |
| I-M267192                               |           | BIT FOR TAPPING MACHINE        | 477.35   |               |                        |              |
| 6/10/2020                               | AP        | DUE: 6/10/2020 DISC: 6/10/2020 |          | 1099: N       |                        |              |
|                                         |           | BIT FOR TAPPING MACHINE        |          | 900 5-026-620 | EQUIPMENT MAINTENANCE  | 477.35       |
| =====                                   |           |                                |          |               |                        |              |
| I-M355443                               |           | DEWATERING PUMP, COUPLING      | 1,581.46 |               |                        |              |
| 6/09/2020                               | AP        | DUE: 6/09/2020 DISC: 6/09/2020 |          | 1099: N       |                        |              |
|                                         |           | 1" DEWATERING PUMP             |          | 900 5-026-850 | OTHER EQUIPMENT        | 1,563.84     |
|                                         |           | COUPLING                       |          | 900 5-026-555 | PLUMBING SUPPLIES      | 17.62        |
| =====                                   |           |                                |          |               |                        |              |
| I-M400720                               |           | BRASS PLUG X 50                | 379.00   |               |                        |              |
| 6/09/2020                               | AP        | DUE: 6/09/2020 DISC: 6/09/2020 |          | 1099: N       |                        |              |
|                                         |           | BRASS PLUG X 50                |          | 900 5-027-555 | PLUMBING SUPPLIES      | 379.00       |
| =====                                   |           |                                |          |               |                        |              |
| I-M424403                               |           | MJ TEE                         | 241.40   |               |                        |              |
| 6/09/2020                               | AP        | DUE: 6/09/2020 DISC: 6/09/2020 |          | 1099: N       |                        |              |
|                                         |           | MJ TEE                         |          | 900 5-026-555 | PLUMBING SUPPLIES      | 241.40       |
|                                         |           | === VENDOR TOTALS ===          | 2,679.21 |               |                        |              |
| =====                                   |           |                                |          |               |                        |              |
| 01-57405 COX BUSINESS SERVICES          |           |                                |          |               |                        |              |
| I-202006158408                          |           | CEMETERY TELEPHONE SERVICE     | 41.91    |               |                        |              |
| 6/14/2020                               | AP        | DUE: 7/14/2020 DISC: 7/14/2020 |          | 1099: N       |                        |              |
|                                         |           | CEMETERY TELEPHONE SERVICE     |          | 010 5-163-416 | COMMUNICATIONS         | 41.91        |
| =====                                   |           |                                |          |               |                        |              |
| I-202006158409                          |           | HGC TELEPHONE SERVICE          | 37.53    |               |                        |              |
| 6/14/2020                               | AP        | DUE: 7/14/2020 DISC: 7/14/2020 |          | 1099: N       |                        |              |
|                                         |           | HGC TELEPHONE SERVICE          |          | 370 5-000-416 | COMMUNICATIONS         | 37.53        |
|                                         |           | === VENDOR TOTALS ===          | 79.44    |               |                        |              |
| =====                                   |           |                                |          |               |                        |              |
| 01-01212 CUT IT OUT TREE TRIMMING & LAW |           |                                |          |               |                        |              |
| I-536910                                |           | 6/11/20 WEED LOT MOWING        | 224.00   |               |                        |              |
| 6/16/2020                               | AP        | DUE: 6/16/2020 DISC: 6/16/2020 |          | 1099: Y       |                        |              |
|                                         |           | 6/11/20 WEED LOT MOWING        |          | 700 5-000-424 | CONTRACTUAL AGREEMENTS | 224.00       |
| =====                                   |           |                                |          |               |                        |              |
| I-680341                                |           | 6/6/20 WEED LOT MOWING         | 252.00   |               |                        |              |
| 6/09/2020                               | AP        | DUE: 6/09/2020 DISC: 6/09/2020 |          | 1099: Y       |                        |              |
|                                         |           | 6/6/20 WEED LOT MOWING         |          | 700 5-000-424 | CONTRACTUAL AGREEMENTS | 252.00       |
| =====                                   |           |                                |          |               |                        |              |
| I-680342                                |           | 6/5/20 WEED LOT MOWING         | 238.00   |               |                        |              |
| 6/09/2020                               | AP        | DUE: 6/09/2020 DISC: 6/09/2020 |          | 1099: Y       |                        |              |
|                                         |           | 6/5/20 WEED LOT MOWING         |          | 700 5-000-424 | CONTRACTUAL AGREEMENTS | 238.00       |
| =====                                   |           |                                |          |               |                        |              |
| I-680343                                |           | 6/5/20 WEED LOT MOWING         | 224.00   |               |                        |              |
| 6/10/2020                               | AP        | DUE: 6/10/2020 DISC: 6/10/2020 |          | 1099: Y       |                        |              |
|                                         |           | 6/5/20 WEED LOT MOWING         |          | 700 5-000-424 | CONTRACTUAL AGREEMENTS | 224.00       |

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|-----------------|---------------------------------------------------|--------------------------------|----------|---------------|--------------------------|--------------|--|
| ITEM DATE       | BANK CODE                                         | -----DESCRIPTION-----          | DISCOUNT | G/L ACCOUNT   | -----ACCOUNT NAME-----   | DISTRIBUTION |  |
| =====           |                                                   |                                |          |               |                          |              |  |
| 01-01212        | CUT IT OUT TREE TRIMMING & LAW( ** CONTINUED ** ) |                                |          |               |                          |              |  |
|                 |                                                   |                                |          |               |                          |              |  |
| I-680344        |                                                   | 6/5/20 WEED LOT MOWING         | 238.00   |               |                          |              |  |
| 6/10/2020       | AP                                                | DUE: 6/10/2020 DISC: 6/10/2020 |          | 1099: Y       |                          |              |  |
|                 |                                                   | 6/5/20 WEED LOT MOWING         |          | 700 5-000-424 | CONTRACTUAL AGREEMENTS   | 238.00       |  |
|                 |                                                   |                                |          |               |                          |              |  |
| I-680345        |                                                   | 6/5/20 WEED LOT MOWING         | 126.00   |               |                          |              |  |
| 6/10/2020       | AP                                                | DUE: 6/10/2020 DISC: 6/10/2020 |          | 1099: Y       |                          |              |  |
|                 |                                                   | 6/5/20 WEED LOT MOWING         |          | 700 5-000-424 | CONTRACTUAL AGREEMENTS   | 126.00       |  |
|                 |                                                   |                                |          |               |                          |              |  |
| I-680346        |                                                   | 6/14/20 WEED LOT MOWING        | 420.00   |               |                          |              |  |
| 6/16/2020       | AP                                                | DUE: 6/16/2020 DISC: 6/16/2020 |          | 1099: Y       |                          |              |  |
|                 |                                                   | 6/14/20 WEED LOT MOWING        |          | 700 5-000-424 | CONTRACTUAL AGREEMENTS   | 420.00       |  |
|                 |                                                   |                                |          |               |                          |              |  |
| I-680347        |                                                   | 6/13/20 WEED LOT MOWING        | 182.00   |               |                          |              |  |
| 6/16/2020       | AP                                                | DUE: 6/16/2020 DISC: 6/16/2020 |          | 1099: Y       |                          |              |  |
|                 |                                                   | 6/13/20 WEED LOT MOWING        |          | 700 5-000-424 | CONTRACTUAL AGREEMENTS   | 182.00       |  |
|                 |                                                   |                                |          |               |                          |              |  |
| I-680348        |                                                   | 6/12-6/13/20 WEED LOT MOWING   | 224.00   |               |                          |              |  |
| 6/16/2020       | AP                                                | DUE: 6/16/2020 DISC: 6/16/2020 |          | 1099: Y       |                          |              |  |
|                 |                                                   | 6/12-6/13/20 WEED LOT MOWING   |          | 700 5-000-424 | CONTRACTUAL AGREEMENTS   | 224.00       |  |
|                 |                                                   |                                |          |               |                          |              |  |
| I-680349        |                                                   | 6/12/20 WEED LOT MOWING        | 448.00   |               |                          |              |  |
| 6/16/2020       | AP                                                | DUE: 6/16/2020 DISC: 6/16/2020 |          | 1099: Y       |                          |              |  |
|                 |                                                   | 6/12/20 WEED LOT MOWING        |          | 700 5-000-424 | CONTRACTUAL AGREEMENTS   | 448.00       |  |
|                 |                                                   |                                |          |               |                          |              |  |
| I-680350        |                                                   | 6/11/20 WEED LOT MOWING        | 168.00   |               |                          |              |  |
| 6/16/2020       | AP                                                | DUE: 6/16/2020 DISC: 6/16/2020 |          | 1099: Y       |                          |              |  |
|                 |                                                   | 6/11/20 WEED LOT MOWING        |          | 700 5-000-424 | CONTRACTUAL AGREEMENTS   | 168.00       |  |
|                 |                                                   | === VENDOR TOTALS ===          | 2,744.00 |               |                          |              |  |
| =====           |                                                   |                                |          |               |                          |              |  |
| 01-52884        | DELTA DENTAL OF KANSAS, INC.                      |                                |          |               |                          |              |  |
|                 |                                                   |                                |          |               |                          |              |  |
| I-1003729202005 |                                                   | 5/20 DENTAL PREMIUMS           | 688.05   |               |                          |              |  |
| 6/12/2020       | AP                                                | DUE: 6/12/2020 DISC: 6/12/2020 |          | 1099: N       |                          |              |  |
|                 |                                                   | 5/20 DENTAL PREMIUMS           |          | 350 5-716-310 | HEALTH INSURANCE         | 688.05       |  |
|                 |                                                   | === VENDOR TOTALS ===          | 688.05   |               |                          |              |  |
| =====           |                                                   |                                |          |               |                          |              |  |
| 01-01175        | DIGITAL CONNECTIONS, INC.                         |                                |          |               |                          |              |  |
|                 |                                                   |                                |          |               |                          |              |  |
| I-51120         |                                                   | ED,PP MAINT AGREEMENT,COPIES   | 90.75    |               |                          |              |  |
| 6/08/2020       | AP                                                | DUE: 7/08/2020 DISC: 7/08/2020 |          | 1099: N       |                          |              |  |
|                 |                                                   | ED MAINT AGREEMENT,COPIES      |          | 800 5-020-448 | EQUIPMENT-RENTAL/SERVICE | 40.02        |  |
|                 |                                                   | PP MAINT AGREEMENT,COPIES      |          | 800 5-030-448 | EQUIPMENT-RENTAL/SERVICE | 50.73        |  |
|                 |                                                   | === VENDOR TOTALS ===          | 90.75    |               |                          |              |  |



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| =====          |           |                                |          |               |                        |              |
| 01-52993       |           | DOCUMENT DESTRUCTION, INC.     |          |               |                        |              |
| =====          |           |                                |          |               |                        |              |
| I-12807        |           | 6/4/20 SHREDDING SERVICE       | 60.00    |               |                        |              |
| 6/04/2020      | AP        | DUE: 7/04/2020 DISC: 7/04/2020 |          | 1099: N       |                        |              |
|                |           | 6/4/20 SHREDDING SERVICE       |          | 010 5-017-424 | CONTRACTUAL AGREEMENTS | 20.00        |
|                |           | 6/4/20 SHREDDING SERVICE       |          | 010 5-131-424 | CONTRACTUAL AGREEMENTS | 20.00        |
|                |           | 6/4/20 SHREDDING SERVICE       |          | 010 5-023-424 | CONTRACTUAL AGREEMENTS | 20.00        |
|                |           | === VENDOR TOTALS ===          | 60.00    |               |                        |              |
| =====          |           |                                |          |               |                        |              |
| 01-01325       |           | EISELE'S                       |          |               |                        |              |
| =====          |           |                                |          |               |                        |              |
| I-202006128403 |           | UPS-KASCO-FOUNTAIN PUMP        | 82.75    |               |                        |              |
| 6/08/2020      | AP        | DUE: 7/08/2020 DISC: 7/08/2020 |          | 1099: N       |                        |              |
|                |           | UPS-KASCO-FOUNTAIN PUMP        |          | 760 5-000-550 | OFFICE SUPPLIES        | 82.75        |
|                |           | === VENDOR TOTALS ===          | 82.75    |               |                        |              |
| =====          |           |                                |          |               |                        |              |
| 01-53435       |           | FASTENAL COMPANY               |          |               |                        |              |
| =====          |           |                                |          |               |                        |              |
| I-KSCOF102024  |           | CAP SCREW X 5, BATTERIES       | 24.22    |               |                        |              |
| 6/02/2020      | AP        | DUE: 7/02/2020 DISC: 7/02/2020 |          | 1099: N       |                        |              |
|                |           | CAP SCREW X 5                  |          | 010 5-163-620 | EQUIPMENT MAINTENANCE  | 14.38        |
|                |           | AA, AAA BATTERIES              |          | 010 5-163-505 | BATTERIES-NON VEHICLES | 9.84         |
| =====          |           |                                |          |               |                        |              |
| I-KSCOF102034  |           | 3" ADAPTER X 6                 | 78.71    |               |                        |              |
| 6/02/2020      | AP        | DUE: 7/02/2020 DISC: 7/02/2020 |          | 1099: N       |                        |              |
|                |           | 3" ADAPTER X 6                 |          | 900 5-037-620 | EQUIPMENT MAINTENANCE  | 78.71        |
| =====          |           |                                |          |               |                        |              |
| I-KSCOF102042  |           | SCREW ANCHOR X 10              | 10.90    |               |                        |              |
| 6/03/2020      | AP        | DUE: 7/03/2020 DISC: 7/03/2020 |          | 1099: N       |                        |              |
|                |           | SCREW ANCHOR X 10              |          | 010 5-163-520 | DEPARTMENT SUPPLIES    | 10.90        |
| =====          |           |                                |          |               |                        |              |
| I-KSCOF102051  |           | HEX NUTS, FLAT/LOCK WASHERS    | 45.96    |               |                        |              |
| 6/03/2020      | AP        | DUE: 7/03/2020 DISC: 7/03/2020 |          | 1099: N       |                        |              |
|                |           | HEX NUTS, FLAT/LOCK WASHERS    |          | 800 5-020-520 | DEPARTMENT SUPPLIES    | 45.96        |
| =====          |           |                                |          |               |                        |              |
| I-KSCOF102069  |           | BOLTS, NUTS, WASHERS           | 28.02    |               |                        |              |
| 6/04/2020      | AP        | DUE: 7/04/2020 DISC: 7/04/2020 |          | 1099: N       |                        |              |
|                |           | BOLTS, NUTS, WASHERS           |          | 900 5-036-620 | EQUIPMENT MAINTENANCE  | 28.02        |
| =====          |           |                                |          |               |                        |              |
| I-KSCOF102095  |           | SCREWS, NUTS, WASHERS          | 21.82    |               |                        |              |
| 6/08/2020      | AP        | DUE: 7/08/2020 DISC: 7/08/2020 |          | 1099: N       |                        |              |
|                |           | SCREWS, NUTS, WASHERS          |          | 800 5-030-520 | DEPARTMENT SUPPLIES    | 21.82        |
| =====          |           |                                |          |               |                        |              |
| I-KSCOF102097  |           | SAFETY CHAINS, RINGS           | 547.77   |               |                        |              |
| 6/08/2020      | AP        | DUE: 7/08/2020 DISC: 7/08/2020 |          | 1099: N       |                        |              |
|                |           | SAFETY CHAINS, RINGS           |          | 450 5-000-570 | SAFETY EQUIPMENT       | 547.77       |

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| =====         |                  |                                |          |               |                        |              |
| 01-53435      | FASTENAL COMPANY | ( ** CONTINUED ** )            |          |               |                        |              |
|               |                  |                                |          |               |                        |              |
| I-KSCOF102123 |                  | HEX CAP SCREWS X 25            | 39.55    |               |                        |              |
| 6/09/2020     | AP               | DUE: 7/09/2020 DISC: 7/09/2020 |          | 1099: N       |                        |              |
|               |                  | HEX CAP SCREWS X 25            |          | 800 5-020-520 | DEPARTMENT SUPPLIES    | 39.55        |
|               |                  |                                |          |               |                        |              |
| I-KSCOF102141 |                  | WEDGE ANCHORS, NUTS, BIT       | 108.41   |               |                        |              |
| 6/11/2020     | AP               | DUE: 7/11/2020 DISC: 7/11/2020 |          | 1099: N       |                        |              |
|               |                  | WEDGE ANCHORS, NUTS, BIT       |          | 010 5-163-520 | DEPARTMENT SUPPLIES    | 108.41       |
|               |                  |                                |          |               |                        |              |
| I-KSCOF102153 |                  | CUTTING WHEEL, NUTS, BIT       | 65.66    |               |                        |              |
| 6/11/2020     | AP               | DUE: 7/11/2020 DISC: 7/11/2020 |          | 1099: N       |                        |              |
|               |                  | CUTTING WHEEL, NUTS, BIT       |          | 010 5-163-520 | DEPARTMENT SUPPLIES    | 65.66        |
|               |                  |                                |          |               |                        |              |
| I-KSCOF102158 |                  | C BATTERY X 24                 | 12.49    |               |                        |              |
| 6/12/2020     | AP               | DUE: 7/12/2020 DISC: 7/12/2020 |          | 1099: N       |                        |              |
|               |                  | C BATTERY X 24                 |          | 760 5-000-505 | BATTERIES-NON VEHICLES | 12.49        |
|               |                  |                                |          |               |                        |              |
| I-KSCOF102186 |                  | SNAP HOOKS, RINGS FOR RAILING  | 112.13   |               |                        |              |
| 6/16/2020     | AP               | DUE: 7/16/2020 DISC: 7/16/2020 |          | 1099: N       |                        |              |
|               |                  | SNAP HOOKS, RINGS FOR RAILING  |          | 450 5-000-610 | BUILDING MAINTENANCE   | 112.13       |
|               |                  |                                |          |               |                        |              |
| I-KSCOF102188 |                  | SNAP HOOK X 20 FOR RAILING     | 114.94   |               |                        |              |
| 6/16/2020     | AP               | DUE: 7/16/2020 DISC: 7/16/2020 |          | 1099: N       |                        |              |
|               |                  | SNAP HOOK X 20 FOR RAILING     |          | 450 5-000-610 | BUILDING MAINTENANCE   | 114.94       |
|               |                  | === VENDOR TOTALS ===          | 1,210.58 |               |                        |              |
| =====         |                  |                                |          |               |                        |              |
| 01-01329      | FIREX, INC       |                                |          |               |                        |              |
|               |                  |                                |          |               |                        |              |
| I-1118050320  |                  | WWTP INSPECTION, RECHARGE      | 288.00   |               |                        |              |
| 5/22/2020     | AP               | DUE: 6/21/2020 DISC: 6/21/2020 |          | 1099: N       |                        |              |
|               |                  | WWTP INSPECTION, RECHARGE      |          | 900 5-037-570 | SAFETY EQUIPMENT       | 288.00       |
|               |                  |                                |          |               |                        |              |
| I-1125060220  |                  | FD INSPECTION, RECHARGE        | 81.50    |               |                        |              |
| 6/03/2020     | AP               | DUE: 7/03/2020 DISC: 7/03/2020 |          | 1099: N       |                        |              |
|               |                  | FD INSPECTION, RECHARGE        |          | 010 5-041-570 | SAFETY EQUIPMENT       | 81.50        |
|               |                  |                                |          |               |                        |              |
| I-1126050320  |                  | PP INSPECTION, RECHARGE        | 601.00   |               |                        |              |
| 5/22/2020     | AP               | DUE: 6/21/2020 DISC: 6/21/2020 |          | 1099: N       |                        |              |
|               |                  | PP INSPECTION, RECHARGE        |          | 800 5-030-570 | SAFETY EQUIPMENT       | 601.00       |
|               |                  | === VENDOR TOTALS ===          | 970.50   |               |                        |              |

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| ITEM DATE             | BANK CODE | -----DESCRIPTION-----          | DISCOUNT | G/L ACCOUNT   | -----ACCOUNT NAME----- | DISTRIBUTION |
| =====                 |           |                                |          |               |                        |              |
| 01-53587              |           | FOLEY EQUIPMENT COMPANY        |          |               |                        |              |
| =====                 |           |                                |          |               |                        |              |
| I-SS340014024         |           | TRBLSHT GENERATOR-SHALE LIFT   | 1,457.00 |               |                        |              |
| 6/04/2020             | AP        | DUE: 6/04/2020 DISC: 6/04/2020 |          | 1099: N       |                        |              |
|                       |           | TRBLSHT GENERATOR-SHALE LIFT   |          | 900 5-027-620 | EQUIPMENT MAINTENANCE  | 1,457.00     |
| === VENDOR TOTALS === |           |                                | 1,457.00 |               |                        |              |
| =====                 |           |                                |          |               |                        |              |
| 01-01410              |           | FOUR STATE MAINTENANCE SUPPLY, |          |               |                        |              |
| =====                 |           |                                |          |               |                        |              |
| I-603602-2            |           | DISINFECTANT WIPES X 1 CASE    | 67.29    |               |                        |              |
| 6/12/2020             | AP        | DUE: 7/12/2020 DISC: 7/12/2020 |          | 1099: N       |                        |              |
|                       |           | DISINFECTANT WIPES X 1 CASE    |          | 010 5-091-520 | DEPARTMENT SUPPLIES    | 67.29        |
| =====                 |           |                                |          |               |                        |              |
| I-606058              |           | LEATHER GLOVES, NITRILE GLOVE  | 85.96    |               |                        |              |
| 6/02/2020             | AP        | DUE: 7/02/2020 DISC: 7/02/2020 |          | 1099: N       |                        |              |
|                       |           | LEATHER GLOVES X 12            |          | 900 5-027-515 | CLOTHING               | 64.32        |
|                       |           | NITRILE GLOVES X 3 BOXES       |          | 900 5-027-520 | DEPARTMENT SUPPLIES    | 21.64        |
| =====                 |           |                                |          |               |                        |              |
| I-606377              |           | TOWELS                         | 62.80    |               |                        |              |
| 6/09/2020             | AP        | DUE: 7/09/2020 DISC: 7/09/2020 |          | 1099: N       |                        |              |
|                       |           | TOWELS                         |          | 900 5-036-520 | DEPARTMENT SUPPLIES    | 62.80        |
| =====                 |           |                                |          |               |                        |              |
| I-606595              |           | SANITIZER X 2 CASES            | 220.00   |               |                        |              |
| 6/15/2020             | AP        | DUE: 7/15/2020 DISC: 7/15/2020 |          | 1099: N       |                        |              |
|                       |           | SANITIZER X 2 CASES            |          | 450 5-000-520 | DEPARTMENT SUPPLIES    | 220.00       |
| =====                 |           |                                |          |               |                        |              |
| I-606615              |           | TISSUE, TOWELS, URINAL SCREEN  | 72.93    |               |                        |              |
| 6/15/2020             | AP        | DUE: 7/15/2020 DISC: 7/15/2020 |          | 1099: N       |                        |              |
|                       |           | TISSUE, TOWELS, URINAL SCREENS |          | 010 5-163-520 | DEPARTMENT SUPPLIES    | 72.93        |
| === VENDOR TOTALS === |           |                                | 508.98   |               |                        |              |
| =====                 |           |                                |          |               |                        |              |
| 01-53743              |           | G & G DOZER LLC                |          |               |                        |              |
| =====                 |           |                                |          |               |                        |              |
| I-12318               |           | 40 YD ROLL OFF X 6 ADDRESSES   | 400.00   |               |                        |              |
| 3/20/2020             | AP        | DUE: 4/19/2020 DISC: 4/19/2020 |          | 1099: Y       |                        |              |
|                       |           | 40 YD ROLL OFF-515 W 1ST       |          | 700 5-000-424 | CONTRACTUAL AGREEMENTS | 60.00        |
|                       |           | 40 YD ROLL OFF-110 W POLK      |          | 700 5-000-424 | CONTRACTUAL AGREEMENTS | 60.00        |
|                       |           | 40 YD ROLL OFF-308 E 9TH       |          | 700 5-000-424 | CONTRACTUAL AGREEMENTS | 60.00        |
|                       |           | 40 YD ROLL OFF-206 S MAPLE     |          | 700 5-000-424 | CONTRACTUAL AGREEMENTS | 60.00        |
|                       |           | 40 YD ROLL OFF-1008 W 10TH     |          | 700 5-000-424 | CONTRACTUAL AGREEMENTS | 60.00        |
|                       |           | 40 YD ROLL OFF-201 E JEFFERSON |          | 700 5-000-424 | CONTRACTUAL AGREEMENTS | 100.00       |
| === VENDOR TOTALS === |           |                                | 400.00   |               |                        |              |

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| =====          |                                |                                |              |               |                          |              |  |
| 01-53800       | GALLS, LLC                     |                                |              |               |                          |              |  |
|                |                                |                                |              |               |                          |              |  |
| I-015790165    |                                | CHAIN FOR WHISTLE-DAILY        | 7.49         |               |                          |              |  |
| 6/04/2020      | AP                             | DUE: 7/04/2020 DISC: 7/04/2020 |              | 1099: Y       |                          |              |  |
|                |                                | CHAIN FOR WHISTLE-DAILY        |              | 010 5-023-515 | CLOTHING                 | 7.49         |  |
|                |                                | === VENDOR TOTALS ===          | 7.49         |               |                          |              |  |
| =====          |                                |                                |              |               |                          |              |  |
| 01-54017       | GRAND RIVER DAM AUTHORITY      |                                |              |               |                          |              |  |
|                |                                |                                |              |               |                          |              |  |
| I-54,542       |                                | 5/20 POWER PURCHASE            | 2,101,621.69 |               |                          |              |  |
| 6/03/2020      | AP                             | DRAFT 6/23/2020                |              | 1099: N       |                          |              |  |
|                |                                | 5/20 POWER PURCHASE-LINDE      |              | 800 5-070-538 | ENERGY-PURCHASE FIRM     | 1,676,370.69 |  |
|                |                                | 5/20 POWER PURCHASE-CITY       |              | 800 5-030-538 | ENERGY-PURCHASE FIRM     | 425,236.00   |  |
|                |                                | WIRE FEE                       |              | 800 5-030-478 | PROFESSIONAL SERVICES    | 15.00        |  |
|                |                                | === VENDOR TOTALS ===          | 2,101,621.69 |               |                          |              |  |
| =====          |                                |                                |              |               |                          |              |  |
| 01-54032       | GRAYBAR ELECTRIC COMPANY, INC. |                                |              |               |                          |              |  |
|                |                                |                                |              |               |                          |              |  |
| I-9316120562   |                                | FIBER FOR CEDARBROOK           | 4,171.02     |               |                          |              |  |
| 5/29/2020      | AP                             | DUE: 5/29/2020 DISC: 5/29/2020 |              | 1099: N       |                          |              |  |
|                |                                | FIBER FOR CEDARBROOK           |              | 720 5-000-850 | OTHER EQUIPMENT          | 4,171.02     |  |
|                |                                | === VENDOR TOTALS ===          | 4,171.02     |               |                          |              |  |
| =====          |                                |                                |              |               |                          |              |  |
| 01-54160       | HACH COMPANY                   |                                |              |               |                          |              |  |
|                |                                |                                |              |               |                          |              |  |
| I-11980815     |                                | REFILL VIALS, REAGENT, PAPER   | 367.92       |               |                          |              |  |
| 6/03/2020      | AP                             | DUE: 7/03/2020 DISC: 7/03/2020 |              | 1099: N       |                          |              |  |
|                |                                | REFILL VIALS, REAGENT, PAPER   |              | 900 5-036-525 | CHEMICALS/FERTILIZERS/SE | 367.92       |  |
|                |                                | === VENDOR TOTALS ===          | 367.92       |               |                          |              |  |
| =====          |                                |                                |              |               |                          |              |  |
| 01-01680       | HALL, LEVY, DEVORE, BELL,      |                                |              |               |                          |              |  |
|                |                                |                                |              |               |                          |              |  |
| I-202006128404 |                                | 5/20 CITY PROSECUTOR           | 1,162.50     |               |                          |              |  |
| 6/03/2020      | AP                             | DUE: 7/03/2020 DISC: 7/03/2020 |              | 1099: Y       |                          |              |  |
|                |                                | 5/20 CITY PROSECUTOR           |              | 010 5-013-478 | PROFESSIONAL SERVICES    | 1,162.50     |  |
| I-202006128405 |                                | 5/20 LEGAL SERVICES            | 3,397.00     |               |                          |              |  |
| 6/03/2020      | AP                             | DUE: 7/03/2020 DISC: 7/03/2020 |              | 1099: Y       |                          |              |  |
|                |                                | 5/20 LEGAL SERVICES            |              | 010 5-013-478 | PROFESSIONAL SERVICES    | 3,397.00     |  |
|                |                                | === VENDOR TOTALS ===          | 4,559.50     |               |                          |              |  |

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| ITEM DATE    | BANK CODE                      | -----DESCRIPTION-----          | DISCOUNT  | G/L ACCOUNT   | -----ACCOUNT NAME-----   | DISTRIBUTION |
| =====        |                                |                                |           |               |                          |              |
| 01-54323     | HAWKINS, INC.                  |                                |           |               |                          |              |
| I-4708559    |                                | POTASSIUM PERMANGANATE         | 4,432.05  |               |                          |              |
| 4/29/2020    | AP                             | DUE: 4/29/2020 DISC: 4/29/2020 |           | 1099: N       |                          |              |
|              |                                | POTASSIUM PERMANGANATE         |           | 900 5-036-525 | CHEMICALS/FERTILIZERS/SE | 4,432.05     |
| I-4716122    |                                | LOAD CELL X 2                  | 1,368.14  |               |                          |              |
| 5/14/2020    | AP                             | DUE: 5/14/2020 DISC: 5/14/2020 |           | 1099: N       |                          |              |
|              |                                | LOAD CELL X 2                  |           | 900 5-036-620 | EQUIPMENT MAINTENANCE    | 1,368.14     |
| I-4732261    |                                | POTASSIUM PERMANGANATE, ACID   | 4,767.00  |               |                          |              |
| 6/11/2020    | AP                             | DUE: 6/11/2020 DISC: 6/11/2020 |           | 1099: N       |                          |              |
|              |                                | POTASSIUM PERMANGANATE, ACID   |           | 900 5-036-525 | CHEMICALS/FERTILIZERS/SE | 4,767.00     |
|              |                                | === VENDOR TOTALS ===          | 10,567.19 |               |                          |              |
| =====        |                                |                                |           |               |                          |              |
| 01-01750     | HEYMANN IRON & METAL           |                                |           |               |                          |              |
| I-1660       |                                | PIPE FOR PUSH PLATE            | 14.40     |               |                          |              |
| 6/06/2020    | AP                             | DUE: 7/06/2020 DISC: 7/06/2020 |           | 1099: Y       |                          |              |
|              |                                | PIPE FOR PUSH PLATE            |           | 760 5-000-620 | EQUIPMENT MAINTENANCE    | 14.40        |
|              |                                | === VENDOR TOTALS ===          | 14.40     |               |                          |              |
| =====        |                                |                                |           |               |                          |              |
| 01-52015     | HI-POTENTIAL POWER SERVICES LL |                                |           |               |                          |              |
| I-240        |                                | PREVENTIVE MAINT-GEN #2        | 1,545.54  |               |                          |              |
| 6/15/2020    | AP                             | DUE: 6/15/2020 DISC: 6/15/2020 |           | 1099: Y       |                          |              |
|              |                                | PREVENTIVE MAINT-GEN #2        |           | 800 5-030-424 | CONTRACTUAL AGREEMENTS   | 1,545.54     |
| I-241        |                                | PREVENTIVE MAINT THRU 6/4/20   | 3,807.81  |               |                          |              |
| 6/15/2020    | AP                             | DUE: 6/15/2020 DISC: 6/15/2020 |           | 1099: Y       |                          |              |
|              |                                | PREVENTIVE MAINT THRU 6/4/20   |           | 800 5-020-424 | CONTRACTUAL AGREEMENTS   | 3,807.81     |
| I-242        |                                | PREVENTIVE MAINT THRU 6/10/20  | 4,386.57  |               |                          |              |
| 6/15/2020    | AP                             | DUE: 6/15/2020 DISC: 6/15/2020 |           | 1099: Y       |                          |              |
|              |                                | PREVENTIVE MAINT THRU 6/10/20  |           | 800 5-020-424 | CONTRACTUAL AGREEMENTS   | 4,386.57     |
| I-243        |                                | TROUBLESHOOT FAULT-PP SUB      | 314.81    |               |                          |              |
| 6/15/2020    | AP                             | DUE: 6/15/2020 DISC: 6/15/2020 |           | 1099: Y       |                          |              |
|              |                                | TROUBLESHOOT FAULT-PP SUB      |           | 800 5-020-424 | CONTRACTUAL AGREEMENTS   | 314.81       |
|              |                                | === VENDOR TOTALS ===          | 10,054.73 |               |                          |              |

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| =====        |                                |                                |          |               |                        |              |
| 01-01770     | HILLCREST GOLF COURSE          | PETTY CA                       |          |               |                        |              |
| I-1474       |                                | 8 CASES OF BEER FROM BEST BVG  | 186.80   |               |                        |              |
| 6/08/2020    | AP                             | DUE: 7/08/2020 DISC: 7/08/2020 |          | 1099: N       |                        |              |
|              |                                | 8 CASES OF BEER FROM BEST BVG  |          | 370 5-000-506 | BEER-GOLF COURSE       | 186.80       |
| I-1475       |                                | 6 CASES OF BEER FROM LDF SALE  | 151.05   |               |                        |              |
| 6/08/2020    | AP                             | DUE: 7/08/2020 DISC: 7/08/2020 |          | 1099: N       |                        |              |
|              |                                | 6 CASES OF BEER FROM LDF SALES |          | 370 5-000-506 | BEER-GOLF COURSE       | 151.05       |
| I-1476       |                                | 7 CASES OF BEER FROM LDF SALE  | 178.25   |               |                        |              |
| 6/16/2020    | AP                             | DUE: 7/16/2020 DISC: 7/16/2020 |          | 1099: N       |                        |              |
|              |                                | 7 CASES OF BEER FROM LDF SALES |          | 370 5-000-506 | BEER-GOLF COURSE       | 178.25       |
| I-1477       |                                | 8 CASES OF BEER FROM BEST BVG  | 188.35   |               |                        |              |
| 6/16/2020    | AP                             | DUE: 7/16/2020 DISC: 7/16/2020 |          | 1099: N       |                        |              |
|              |                                | 8 CASES OF BEER FROM BEST BVG  |          | 370 5-000-506 | BEER-GOLF COURSE       | 188.35       |
|              |                                | === VENDOR TOTALS ===          | 704.45   |               |                        |              |
| =====        |                                |                                |          |               |                        |              |
| 01-54685     | IBT, INC.                      |                                |          |               |                        |              |
| I-7660893    |                                | O'RING X 6                     | 1.08     |               |                        |              |
| 6/03/2020    | AP                             | DUE: 7/03/2020 DISC: 7/03/2020 |          | 1099: N       |                        |              |
|              |                                | O'RING X 6                     |          | 900 5-037-620 | EQUIPMENT MAINTENANCE  | 1.08         |
| I-7665081    |                                | SEALS, BALL BEARING X 2        | 46.94    |               |                        |              |
| 6/11/2020    | AP                             | DUE: 7/11/2020 DISC: 7/11/2020 |          | 1099: N       |                        |              |
|              |                                | SEALS, BALL BEARING X 2        |          | 800 5-030-620 | EQUIPMENT MAINTENANCE  | 46.94        |
| I-7666459    |                                | BALL BEARING X 4               | 72.33    |               |                        |              |
| 6/15/2020    | AP                             | DUE: 7/15/2020 DISC: 7/15/2020 |          | 1099: N       |                        |              |
|              |                                | BALL BEARING X 4               |          | 800 5-030-620 | EQUIPMENT MAINTENANCE  | 72.33        |
|              |                                | === VENDOR TOTALS ===          | 120.35   |               |                        |              |
| =====        |                                |                                |          |               |                        |              |
| 01-52940     | JARRED, GILMORE & PHILLIPS, PA |                                |          |               |                        |              |
| I-41407      |                                | 2019 AUDIT-1ST INSTALLMENT     | 9,500.00 |               |                        |              |
| 5/29/2020    | AP                             | DUE: 6/28/2020 DISC: 6/28/2020 |          | 1099: N       |                        |              |
|              |                                | 2019 AUDIT-1ST INSTALLMENT     |          | 110 5-760-478 | PROFESSIONAL SERVICES  | 25.00        |
|              |                                | 2019 AUDIT-1ST INSTALLMENT     |          | 130 5-000-478 | PROFESSIONAL SERVICES  | 25.00        |
|              |                                | 2019 AUDIT-1ST INSTALLMENT     |          | 140 5-134-478 | PROFESSIONAL SERVICES  | 25.00        |
|              |                                | 2019 AUDIT-1ST INSTALLMENT     |          | 250 5-000-478 | PROFESSIONAL SERVICES  | 25.00        |
|              |                                | 2019 AUDIT-1ST INSTALLMENT     |          | 360 5-000-478 | PROFESSIONAL SERVICES  | 100.00       |
|              |                                | 2019 AUDIT-1ST INSTALLMENT     |          | 370 5-000-478 | PROFESSIONAL SERVICES  | 100.00       |
|              |                                | 2019 AUDIT-1ST INSTALLMENT     |          | 700 5-000-478 | PROFESSIONAL SERVICES  | 1,000.00     |
|              |                                | 2019 AUDIT-1ST INSTALLMENT     |          | 720 5-000-478 | PROFESSIONAL SERVICES  | 1,000.00     |
|              |                                | 2019 AUDIT-1ST INSTALLMENT     |          | 760 5-000-478 | PROFESSIONAL SERVICES  | 1,000.00     |
|              |                                | 2019 AUDIT-1ST INSTALLMENT     |          | 010 5-131-478 | PROFESSIONAL SERVICES  | 2,066.67     |
|              |                                | 2019 AUDIT-1ST INSTALLMENT     |          | 800 5-040-478 | PROFESSIONAL SERVICES  | 2,066.67     |
|              |                                | 2019 AUDIT-1ST INSTALLMENT     |          | 900 5-046-478 | PROFESSIONAL SERVICES  | 1,033.33     |

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| =====                 |                                                   |                                |          |               |                          |              |  |
| 01-52940              | JARRED, GILMORE & PHILLIPS, PA( ** CONTINUED ** ) |                                |          |               |                          |              |  |
|                       |                                                   | 2019 AUDIT-1ST INSTALLMENT     |          | 900 5-047-478 | PROFESSIONAL SERVICES    | 1,033.33     |  |
| === VENDOR TOTALS === |                                                   |                                | 9,500.00 |               |                          |              |  |
| =====                 |                                                   |                                |          |               |                          |              |  |
| 01-55695              | KANSAS GOLF AND TURF, INC.                        |                                |          |               |                          |              |  |
| =====                 |                                                   |                                |          |               |                          |              |  |
| I-01-224001           |                                                   | ROLLER BEARING X 6             | 179.51   |               |                          |              |  |
| 6/16/2020             | AP                                                | DUE: 7/16/2020 DISC: 7/16/2020 |          | 1099: N       |                          |              |  |
|                       |                                                   | ROLLER BEARING X 6             |          | 370 5-000-620 | EQUIPMENT MAINTENANCE    | 179.51       |  |
| === VENDOR TOTALS === |                                                   |                                | 179.51   |               |                          |              |  |
| =====                 |                                                   |                                |          |               |                          |              |  |
| 01-55702              | KANSAS HIGHWAY PATROL TROOP F                     |                                |          |               |                          |              |  |
| =====                 |                                                   |                                |          |               |                          |              |  |
| I-202006178415        |                                                   | MVE-1D FORM X 300              | 600.00   |               |                          |              |  |
| 6/17/2020             | AP                                                | DUE: 6/17/2020 DISC: 6/17/2020 |          | 1099: N       |                          |              |  |
|                       |                                                   | MVE-1D FORM X 300              |          | 250 5-000-424 | CONTRACTUAL AGREEMENTS   | 600.00       |  |
| === VENDOR TOTALS === |                                                   |                                | 600.00   |               |                          |              |  |
| =====                 |                                                   |                                |          |               |                          |              |  |
| 01-55720              | KANSAS JUDICIAL COUNCIL                           |                                |          |               |                          |              |  |
| =====                 |                                                   |                                |          |               |                          |              |  |
| I-40383               |                                                   | CRIMINAL 4TH 2019 SUPPLEMENT   | 95.00    |               |                          |              |  |
| 6/03/2020             | AP                                                | DUE: 7/03/2020 DISC: 7/03/2020 |          | 1099: N       |                          |              |  |
|                       |                                                   | CRIMINAL 4TH 2019 SUPPLEMENT   |          | 010 5-023-444 | DUES/SUBSCRIPTION/PUBLIC | 95.00        |  |
| === VENDOR TOTALS === |                                                   |                                | 95.00    |               |                          |              |  |
| =====                 |                                                   |                                |          |               |                          |              |  |
| 01-02469              | KEVIN MIDGETT                                     |                                |          |               |                          |              |  |
| =====                 |                                                   |                                |          |               |                          |              |  |
| I-202006168411        |                                                   | REIMBURSE POSTAGE TO KS CITY   | 9.74     |               |                          |              |  |
| 6/15/2020             | AP                                                | DUE: 6/15/2020 DISC: 6/15/2020 |          | 1099: N       |                          |              |  |
|                       |                                                   | REIMBURSE POSTAGE TO KS CITY   |          | 010 5-041-550 | OFFICE SUPPLIES          | 9.74         |  |
| === VENDOR TOTALS === |                                                   |                                | 9.74     |               |                          |              |  |
| =====                 |                                                   |                                |          |               |                          |              |  |
| 01-56100              | KRIZ-DAVIS COMPANY                                |                                |          |               |                          |              |  |
| =====                 |                                                   |                                |          |               |                          |              |  |
| I-920078186           |                                                   | QUAZITE ELECTRIC BOX, LID X 2  | 542.22   |               |                          |              |  |
| 6/03/2020             | AP                                                | DUE: 7/03/2020 DISC: 7/03/2020 |          | 1099: N       |                          |              |  |
|                       |                                                   | QUAZITE ELECTRIC BOX, LID X 2  |          | 800 5-020-520 | DEPARTMENT SUPPLIES      | 542.22       |  |
| === VENDOR TOTALS === |                                                   |                                | 542.22   |               |                          |              |  |

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| =====                                 |           |                                |            |               |                        |              |
| 01-02180 LIBRARY TREASURER            |           |                                |            |               |                        |              |
| I-2020-3                              |           | 3RD TAX DISTRIBUTION           | 130,435.81 |               |                        |              |
| 6/05/2020                             | AP        | DUE: 7/05/2020 DISC: 7/05/2020 |            | 1099: N       |                        |              |
|                                       |           | 3RD TAX DISTRIBUTION           |            | 020 5-000-412 | BUDGETED PAYMENTS      | 130,435.81   |
|                                       |           | === VENDOR TOTALS ===          | 130,435.81 |               |                        |              |
| =====                                 |           |                                |            |               |                        |              |
| 01-56500 LOCKE SUPPLY COMPANY         |           |                                |            |               |                        |              |
| I-40382307-00                         |           | A/C COIL CLEANER X 4           | 58.18      |               |                        |              |
| 6/11/2020                             | AP        | DUE: 7/11/2020 DISC: 7/11/2020 |            | 1099: N       |                        |              |
|                                       |           | A/C COIL CLEANER X 4           |            | 010 5-071-520 | DEPARTMENT SUPPLIES    | 58.18        |
|                                       |           | === VENDOR TOTALS ===          | 58.18      |               |                        |              |
| =====                                 |           |                                |            |               |                        |              |
| 01-56640 MCMASTER-CARR SUPPLY COMPANY |           |                                |            |               |                        |              |
| I-40462582                            |           | FLOW ADJUSTMENT VALVE          | 180.02     |               |                        |              |
| 6/03/2020                             | AP        | DUE: 7/03/2020 DISC: 7/03/2020 |            | 1099: N       |                        |              |
|                                       |           | FLOW ADJUSTMENT VALVE          |            | 900 5-036-620 | EQUIPMENT MAINTENANCE  | 180.02       |
|                                       |           | === VENDOR TOTALS ===          | 180.02     |               |                        |              |
| =====                                 |           |                                |            |               |                        |              |
| 01-56909 METRO COURIER, INC.          |           |                                |            |               |                        |              |
| I-0136598-IN                          |           | LAB TEST TO KDHE               | 15.07      |               |                        |              |
| 5/31/2020                             | AP        | DUE: 5/31/2020 DISC: 5/31/2020 |            | 1099: N       |                        |              |
|                                       |           | LAB TEST TO KDHE               |            | 900 5-036-550 | OFFICE SUPPLIES        | 15.07        |
|                                       |           | === VENDOR TOTALS ===          | 15.07      |               |                        |              |
| =====                                 |           |                                |            |               |                        |              |
| 01-57100 MIDWEST MINERALS, LLC        |           |                                |            |               |                        |              |
| I-434776                              |           | 1.11 TON AB3 ROCK-HOLE FILL    | 10.38      |               |                        |              |
| 6/05/2020                             | AP        | DUE: 7/05/2020 DISC: 7/05/2020 |            | 1099: N       |                        |              |
|                                       |           | 1.11 TON AB3 ROCK-HOLE FILL    |            | 800 5-020-565 | ROCK-SAND-DIRT         | 10.38        |
| I-435427                              |           | 16.63 TON OF AB-3              | 155.49     |               |                        |              |
| 6/09/2020                             | AP        | DUE: 7/09/2020 DISC: 7/09/2020 |            | 1099: N       |                        |              |
|                                       |           | 16.63 TON OF AB-3              |            | 010 5-163-565 | ROCK-SAND-DIRT         | 155.49       |
| I-435428                              |           | 32.32 TON OF AB-3              | 302.19     |               |                        |              |
| 6/09/2020                             | AP        | DUE: 7/09/2020 DISC: 7/09/2020 |            | 1099: N       |                        |              |
|                                       |           | 32.32 TON OF AB-3              |            | 900 5-026-565 | ROCK-SAND-DIRT         | 302.19       |
| I-435850                              |           | 4.3 TON AB3 ROCK-HOLE FILL     | 40.21      |               |                        |              |
| 6/10/2020                             | AP        | DUE: 7/10/2020 DISC: 7/10/2020 |            | 1099: N       |                        |              |
|                                       |           | 4.3 TON AB3 ROCK-HOLE FILL     |            | 800 5-020-565 | ROCK-SAND-DIRT         | 40.21        |



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| =====                 |                               |                                |          |               |                        |              |
| 01-57100              | MIDWEST MINERALS, LLC         | ( ** CONTINUED ** )            |          |               |                        |              |
| I-436599              |                               | 100.21 TON OF AB-3             | 936.95   |               |                        |              |
| 6/12/2020             | AP                            | DUE: 7/12/2020 DISC: 7/12/2020 |          | 1099: N       |                        |              |
|                       |                               | 100.21 TON OF AB-3             |          | 010 5-163-565 | ROCK-SAND-DIRT         | 936.95       |
| I-437112              |                               | 46.40 TON OF AB-3              | 433.84   |               |                        |              |
| 6/15/2020             | AP                            | DUE: 7/15/2020 DISC: 7/15/2020 |          | 1099: N       |                        |              |
|                       |                               | 46.40 TON OF AB-3              |          | 010 5-163-565 | ROCK-SAND-DIRT         | 433.84       |
| I-437113              |                               | 10.04 TON OF AB-3              | 93.87    |               |                        |              |
| 6/15/2020             | AP                            | DUE: 7/15/2020 DISC: 7/15/2020 |          | 1099: N       |                        |              |
|                       |                               | 10.04 TON OF AB-3              |          | 900 5-026-565 | ROCK-SAND-DIRT         | 93.87        |
| === VENDOR TOTALS === |                               |                                | 1,972.93 |               |                        |              |
| =====                 |                               |                                |          |               |                        |              |
| 01-57320              | MONTGOMERY COUNTY REGISTER OF |                                |          |               |                        |              |
| I-202006128406        |                               | DEED COPY                      | 3.00     |               |                        |              |
| 6/12/2020             | AP                            | DUE: 7/12/2020 DISC: 7/12/2020 |          | 1099: N       |                        |              |
|                       |                               | DEED COPY                      |          | 010 5-071-478 | PROFESSIONAL SERVICES  | 3.00         |
| === VENDOR TOTALS === |                               |                                | 3.00     |               |                        |              |
| =====                 |                               |                                |          |               |                        |              |
| 01-57770              | NEW PIG CORPORATION           |                                |          |               |                        |              |
| I-23017688-00         |                               | ABSORBENT OIL MATS X 4         | 413.00   |               |                        |              |
| 3/31/2020             | AP                            | DUE: 4/30/2020 DISC: 4/30/2020 |          | 1099: N       |                        |              |
|                       |                               | ABSORBENT OIL MATS X 4         |          | 800 5-030-570 | SAFETY EQUIPMENT       | 413.00       |
| === VENDOR TOTALS === |                               |                                | 413.00   |               |                        |              |
| =====                 |                               |                                |          |               |                        |              |
| 01-02689              | NO LIMIT POWERSPORTS - JON'S  |                                |          |               |                        |              |
| I-2724                |                               | WIRING ASSEMBLY                | 307.25   |               |                        |              |
| 6/05/2020             | AP                            | DUE: 6/05/2020 DISC: 6/05/2020 |          | 1099: N       |                        |              |
|                       |                               | WIRING ASSEMBLY                |          | 010 5-163-620 | EQUIPMENT MAINTENANCE  | 307.25       |
| I-2757                |                               | HYDRO PUMP                     | 608.90   |               |                        |              |
| 6/15/2020             | AP                            | DUE: 6/15/2020 DISC: 6/15/2020 |          | 1099: N       |                        |              |
|                       |                               | HYDRO PUMP                     |          | 010 5-163-620 | EQUIPMENT MAINTENANCE  | 608.90       |
| === VENDOR TOTALS === |                               |                                | 916.15   |               |                        |              |

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|-----------------------|-----------|--------------------------------|----------|---------------|------------------------|--------------|
| ITEM DATE             | BANK CODE | -----DESCRIPTION-----          | DISCOUNT | G/L ACCOUNT   | -----ACCOUNT NAME----- | DISTRIBUTION |
| =====                 |           |                                |          |               |                        |              |
| 01-02720              |           | O'REILLY AUTOMOTIVE, INC.      |          |               |                        |              |
| <hr/>                 |           |                                |          |               |                        |              |
| C-0144-355212         |           | RETURN CABLES, CORE CREDITS    | 244.75CR |               |                        |              |
| 6/05/2020             | AP        | DUE: 6/05/2020 DISC: 6/05/2020 |          | 1099: N       |                        |              |
|                       |           | RETURN TRANSMISSION CABLE X 2  |          | 010 5-163-680 | VEHICLE-PARTS          | 156.75CR     |
|                       |           | BATTERY CORE CREDIT X 4        |          | 010 5-023-680 | VEHICLE-PARTS          | 88.00CR      |
| <hr/>                 |           |                                |          |               |                        |              |
| I-0144-354570         |           | WIPER FLUID                    | 4.99     |               |                        |              |
| 6/02/2020             | AP        | DUE: 7/02/2020 DISC: 7/02/2020 |          | 1099: N       |                        |              |
|                       |           | WIPER FLUID                    |          | 900 5-026-590 | VEHICLE-EQUIP SUPPLIES | 4.99         |
| <hr/>                 |           |                                |          |               |                        |              |
| I-0144-354651         |           | BATTERY X 4                    | 863.44   |               |                        |              |
| 6/02/2020             | AP        | DUE: 7/02/2020 DISC: 7/02/2020 |          | 1099: N       |                        |              |
|                       |           | BATTERY X 4                    |          | 010 5-023-590 | VEHICLE-EQUIP SUPPLIES | 863.44       |
| <hr/>                 |           |                                |          |               |                        |              |
| I-0144-355024         |           | TRANSMISSION CABLE X 2         | 156.75   |               |                        |              |
| 6/04/2020             | AP        | DUE: 7/04/2020 DISC: 7/04/2020 |          | 1099: N       |                        |              |
|                       |           | TRANSMISSION CABLE X 2         |          | 010 5-163-680 | VEHICLE-PARTS          | 156.75       |
| <hr/>                 |           |                                |          |               |                        |              |
| I-0144-355152         |           | HEADLIGHT                      | 6.96     |               |                        |              |
| 6/05/2020             | AP        | DUE: 7/05/2020 DISC: 7/05/2020 |          | 1099: N       |                        |              |
|                       |           | HEADLIGHT                      |          | 010 5-023-680 | VEHICLE-PARTS          | 6.96         |
| <hr/>                 |           |                                |          |               |                        |              |
| I-0144-355161         |           | TRANSMISSION CABLE             | 78.29    |               |                        |              |
| 6/05/2020             | AP        | DUE: 7/05/2020 DISC: 7/05/2020 |          | 1099: N       |                        |              |
|                       |           | TRANSMISSION CABLE             |          | 010 5-163-680 | VEHICLE-PARTS          | 78.29        |
| <hr/>                 |           |                                |          |               |                        |              |
| I-0144-355205         |           | WIPER BLADES, HEADLIGHT        | 28.76    |               |                        |              |
| 6/05/2020             | AP        | DUE: 7/05/2020 DISC: 7/05/2020 |          | 1099: N       |                        |              |
|                       |           | WIPER BLADE X 2                |          | 010 5-045-590 | VEHICLE-EQUIP SUPPLIES | 17.98        |
|                       |           | HEADLIGHT X 2                  |          | 010 5-045-680 | VEHICLE-PARTS          | 10.78        |
| <hr/>                 |           |                                |          |               |                        |              |
| I-0144-357009         |           | BATTERY                        | 111.20   |               |                        |              |
| 6/15/2020             | AP        | DUE: 7/15/2020 DISC: 7/15/2020 |          | 1099: N       |                        |              |
|                       |           | BATTERY                        |          | 900 5-027-590 | VEHICLE-EQUIP SUPPLIES | 111.20       |
| <hr/>                 |           |                                |          |               |                        |              |
| I-0144-357068         |           | CARBURETOR CLEANER             | 23.88    |               |                        |              |
| 6/15/2020             | AP        | DUE: 7/15/2020 DISC: 7/15/2020 |          | 1099: N       |                        |              |
|                       |           | CARBURETOR CLEANER             |          | 010 5-163-520 | DEPARTMENT SUPPLIES    | 23.88        |
| <hr/>                 |           |                                |          |               |                        |              |
| I-0144-357070         |           | SPARK PLUG, LUBRICANT          | 9.98     |               |                        |              |
| 6/15/2020             | AP        | DUE: 7/15/2020 DISC: 7/15/2020 |          | 1099: N       |                        |              |
|                       |           | SPARK PLUG, LUBRICANT          |          | 010 5-163-620 | EQUIPMENT MAINTENANCE  | 9.98         |
| <hr/>                 |           |                                |          |               |                        |              |
| === VENDOR TOTALS === |           |                                | 1,039.50 |               |                        |              |

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| =====                 |                           |                                |          |                  |                          |              |
| 01-02700              | O.K. ELECTRIC WORKS, INC. |                                |          |                  |                          |              |
| I-16849               |                           | AIR UNIT MOTOR REPAIR          | 105.00   |                  |                          |              |
| 6/02/2020             | AP                        | DUE: 7/02/2020 DISC: 7/02/2020 |          | 1099: N          |                          |              |
|                       |                           | AIR UNIT MOTOR REPAIR          |          | 900 5-036-620    | EQUIPMENT MAINTENANCE    | 105.00       |
| I-16853               |                           | HVAC MOTOR REPAIR,CAPACITOR    | 296.85   |                  |                          |              |
| 6/05/2020             | AP                        | DUE: 7/05/2020 DISC: 7/05/2020 |          | 1099: N          |                          |              |
|                       |                           | HVAC MOTOR REPAIR,CAPACITOR    |          | 800 5-020-610    | BUILDING MAINTENANCE     | 296.85       |
| I-16869               |                           | BALDOR MOTOR FOR SLIDE PUMP    | 3,642.94 |                  |                          |              |
| 6/16/2020             | AP                        | DUE: 7/16/2020 DISC: 7/16/2020 |          | 1099: N          |                          |              |
|                       |                           | BALDOR MOTOR FOR SLIDE PUMP    |          | 450 5-000-850    | OTHER EQUIPMENT          | 3,642.94     |
| === VENDOR TOTALS === |                           |                                | 4,044.79 |                  |                          |              |
| =====                 |                           |                                |          |                  |                          |              |
| 01-02727              | ORSCHL COFFEYVILLE 36     |                                |          |                  |                          |              |
| I-012712              |                           | RUBBER BOOTS, LEATHER GLOVES   | 144.97   |                  |                          |              |
| 5/19/2020             | AP                        | DUE: 5/19/2020 DISC: 5/19/2020 |          | 1099: N          |                          |              |
|                       |                           | RUBBER BOOTS-J. YEUBANKS       |          | 760 5-000-515    | CLOTHING                 | 114.99       |
|                       |                           | LEATHER GLOVE X 2 PAIR         |          | 760 5-000-515    | CLOTHING                 | 29.98        |
| I-013227              |                           | RATCHET STRAP                  | 9.99     |                  |                          |              |
| 5/22/2020             | AP                        | DUE: 5/22/2020 DISC: 5/22/2020 |          | 1099: N          |                          |              |
|                       |                           | RATCHET STRAP                  |          | 900 5-037-520    | DEPARTMENT SUPPLIES      | 9.99         |
| I-014280              |                           | WEED SPRAY                     | 39.99    |                  |                          |              |
| 5/27/2020             | AP                        | DUE: 5/27/2020 DISC: 5/27/2020 |          | 1099: N          |                          |              |
|                       |                           | WEED SPRAY                     |          | 010 5-163-525    | CHEMICALS/FERTILIZERS/SE | 39.99        |
| I-016289              |                           | SPRAY TIP                      | 19.99    |                  |                          |              |
| 6/05/2020             | AP                        | DUE: 6/05/2020 DISC: 6/05/2020 |          | 1099: N          |                          |              |
|                       |                           | SPRAY TIP                      |          | 760 5-000-620    | EQUIPMENT MAINTENANCE    | 19.99        |
| I-017064              |                           | CABLE TIES, DRAIN PIPE         | 28.48    |                  |                          |              |
| 6/09/2020             | AP                        | DUE: 6/09/2020 DISC: 6/09/2020 |          | 1099: N          |                          |              |
|                       |                           | CABLE TIES                     |          | 900 5-027-520    | DEPARTMENT SUPPLIES      | 19.99        |
|                       |                           | DRAIN PIPE                     |          | 900 5-027-555    | PLUMBING SUPPLIES        | 8.49         |
| I-022075              |                           | BLOW GUN EXTENSION             | 14.69    |                  |                          |              |
| 5/26/2020             | AP                        | DUE: 5/26/2020 DISC: 5/26/2020 |          | 1099: N          |                          |              |
|                       |                           | BLOW GUN EXTENSION             |          | 010 5-163-580    | TOOLS                    | 14.69        |
| I-022483              |                           | WEED SPRAY, SPRAY GUN          | 174.97   |                  |                          |              |
| 5/29/2020             | AP                        | DUE: 5/29/2020 DISC: 5/29/2020 |          | 1099: N          |                          |              |
|                       |                           | WEED SPRAY                     |          | 370 5-000-525    | CHEMICALS/FERTILIZERS/SE | 139.98       |
|                       |                           | SPRAY GUN                      |          | 370 5-000-520.02 | DEPARTMENT SUPPLIES-MAIN | 34.99        |

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| =====                 |                                |                                |          |               |                        |              |
| 01-02727              | ORSCHLH COFFEYVILLE 36         | ( ** CONTINUED ** )            |          |               |                        |              |
| =====                 |                                |                                |          |               |                        |              |
| I-3044                |                                | BOLT-ON SWIVEL JACK            | 39.99    |               |                        |              |
| 6/02/2020             | AP                             | DUE: 6/02/2020 DISC: 6/02/2020 |          | 1099: N       |                        |              |
|                       |                                | BOLT-ON SWIVEL JACK            |          | 760 5-000-620 | EQUIPMENT MAINTENANCE  | 39.99        |
| === VENDOR TOTALS === |                                |                                | 473.07   |               |                        |              |
| =====                 |                                |                                |          |               |                        |              |
| 01-58000              | OZARKS COCA-COLA/DR. PEPPER BO |                                |          |               |                        |              |
| =====                 |                                |                                |          |               |                        |              |
| I-26602972            |                                | 20 OZ, TEA X 20 CASES          | 419.80   |               |                        |              |
| 6/04/2020             | AP                             | DUE: 6/04/2020 DISC: 6/04/2020 |          | 1099: N       |                        |              |
|                       |                                | 20 OZ, TEA X 20 CASES          |          | 370 5-000-507 | CONCESSIONS            | 419.80       |
| =====                 |                                |                                |          |               |                        |              |
| I-26605885            |                                | SYRUP X 11 CASES, CO2          | 893.10   |               |                        |              |
| 6/11/2020             | AP                             | DUE: 6/11/2020 DISC: 6/11/2020 |          | 1099: N       |                        |              |
|                       |                                | SYRUP X 11 CASES, CO2          |          | 450 5-000-507 | CONCESSIONS            | 893.10       |
| === VENDOR TOTALS === |                                |                                | 1,312.90 |               |                        |              |
| =====                 |                                |                                |          |               |                        |              |
| 01-58018              | P & K EQUIPMENT, INC.          |                                |          |               |                        |              |
| =====                 |                                |                                |          |               |                        |              |
| I-3669797             |                                | ACTUATOR FOR TRACTOR DECK      | 1,232.97 |               |                        |              |
| 5/08/2020             | AP                             | DUE: 5/08/2020 DISC: 5/08/2020 |          | 1099: N       |                        |              |
|                       |                                | ACTUATOR FOR TRACTOR DECK      |          | 800 5-030-620 | EQUIPMENT MAINTENANCE  | 1,232.97     |
| === VENDOR TOTALS === |                                |                                | 1,232.97 |               |                        |              |
| =====                 |                                |                                |          |               |                        |              |
| 01-58037              | PACE ANALYTICAL SERVICES, INC. |                                |          |               |                        |              |
| =====                 |                                |                                |          |               |                        |              |
| I-2060106189          |                                | LAB TEST FOR WWTP              | 155.00   |               |                        |              |
| 5/27/2020             | AP                             | DUE: 6/26/2020 DISC: 6/26/2020 |          | 1099: N       |                        |              |
|                       |                                | LAB TEST FOR WWTP              |          | 900 5-037-478 | PROFESSIONAL SERVICES  | 155.00       |
| =====                 |                                |                                |          |               |                        |              |
| I-2060106535          |                                | LAB TEST FOR STORMWATER        | 406.00   |               |                        |              |
| 5/29/2020             | AP                             | DUE: 6/28/2020 DISC: 6/28/2020 |          | 1099: N       |                        |              |
|                       |                                | LAB TEST FOR STORMWATER        |          | 760 5-000-478 | PROFESSIONAL SERVICES  | 406.00       |
| =====                 |                                |                                |          |               |                        |              |
| I-2060107150          |                                | LAB TEST FOR WWTP              | 128.00   |               |                        |              |
| 6/04/2020             | AP                             | DUE: 7/04/2020 DISC: 7/04/2020 |          | 1099: N       |                        |              |
|                       |                                | LAB TEST FOR WWTP              |          | 900 5-037-478 | PROFESSIONAL SERVICES  | 128.00       |
| =====                 |                                |                                |          |               |                        |              |
| I-2060107962          |                                | LAB TEST FOR WWTP              | 243.00   |               |                        |              |
| 6/16/2020             | AP                             | DUE: 7/16/2020 DISC: 7/16/2020 |          | 1099: N       |                        |              |
|                       |                                | LAB TEST FOR WWTP              |          | 900 5-037-478 | PROFESSIONAL SERVICES  | 243.00       |
| === VENDOR TOTALS === |                                |                                | 932.00   |               |                        |              |

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| =====                             |           |                                |          |               |                        |              |
| 01-01374 PAULA WHETSTINE          |           |                                |          |               |                        |              |
|                                   |           |                                |          |               |                        |              |
| I-202006168412                    |           | REPURCHASE CEMETERY PLOT X 4   | 400.00   |               |                        |              |
| 6/16/2020                         | AP        | DUE: 6/16/2020 DISC: 6/16/2020 |          | 1099: N       |                        |              |
|                                   |           | REPURCHASE CEMETERY PLOT X 4   |          | 010 5-131-835 | LAND                   | 400.00       |
|                                   |           | === VENDOR TOTALS ===          | 400.00   |               |                        |              |
| =====                             |           |                                |          |               |                        |              |
| 01-58153 PEAK UPTIME              |           |                                |          |               |                        |              |
|                                   |           |                                |          |               |                        |              |
| I-57237                           |           | 7/20 CLOUD BACKUP STORAGE      | 260.00   |               |                        |              |
| 6/17/2020                         | AP        | DUE: 6/17/2020 DISC: 6/17/2020 |          | 1099: N       |                        |              |
|                                   |           | 7/20 CLOUD BACKUP STORAGE      |          | 010 5-018-424 | CONTRACTUAL AGREEMENTS | 260.00       |
|                                   |           | === VENDOR TOTALS ===          | 260.00   |               |                        |              |
| =====                             |           |                                |          |               |                        |              |
| 01-58180 PEREGRINE CORPORATION    |           |                                |          |               |                        |              |
|                                   |           |                                |          |               |                        |              |
| I-397960                          |           | 5/28/20 LATE NOTICES           | 274.23   |               |                        |              |
| 5/29/2020                         | AP        | DUE: 5/29/2020 DISC: 5/29/2020 |          | 1099: N       |                        |              |
|                                   |           | 5/28/20 LATE NOTICES           |          | 010 5-017-478 | PROFESSIONAL SERVICES  | 274.23       |
| I-397965                          |           | 5/28/20 UTILITY BILL PRINTING  | 652.17   |               |                        |              |
| 5/29/2020                         | AP        | DUE: 5/29/2020 DISC: 5/29/2020 |          | 1099: N       |                        |              |
|                                   |           | 5/28/20 UTILITY BILL PRINTING  |          | 010 5-017-478 | PROFESSIONAL SERVICES  | 652.17       |
| I-398035                          |           | DISCONNECT MAILER X 4,878      | 2,797.49 |               |                        |              |
| 6/01/2020                         | AP        | DUE: 6/01/2020 DISC: 6/01/2020 |          | 1099: N       |                        |              |
|                                   |           | DISCONNECT MAILER X 4,878      |          | 010 5-017-482 | PUBLIC NOTICES         | 2,797.49     |
| I-399133                          |           | 6/9/20 LATE NOTICES            | 204.27   |               |                        |              |
| 6/11/2020                         | AP        | DUE: 6/11/2020 DISC: 6/11/2020 |          | 1099: N       |                        |              |
|                                   |           | 6/9/20 LATE NOTICES            |          | 010 5-017-478 | PROFESSIONAL SERVICES  | 204.27       |
| I-399136                          |           | 6/9/20 UTILITY BILL PRINTING   | 1,222.65 |               |                        |              |
| 6/11/2020                         | AP        | DUE: 6/11/2020 DISC: 6/11/2020 |          | 1099: N       |                        |              |
|                                   |           | 6/9/20 UTILITY BILL PRINTING   |          | 010 5-017-478 | PROFESSIONAL SERVICES  | 1,222.65     |
|                                   |           | === VENDOR TOTALS ===          | 5,150.81 |               |                        |              |
| =====                             |           |                                |          |               |                        |              |
| 01-58451 PRAIRIELAND PARTNERS LLC |           |                                |          |               |                        |              |
|                                   |           |                                |          |               |                        |              |
| I-10247468                        |           | FILLER CAP                     | 21.33    |               |                        |              |
| 6/03/2020                         | AP        | DUE: 6/03/2020 DISC: 6/03/2020 |          | 1099: N       |                        |              |
|                                   |           | FILLER CAP                     |          | 010 5-163-620 | EQUIPMENT MAINTENANCE  | 21.33        |
| I-10253302                        |           | LOCK NUT X 2, BOLT X 2         | 5.81     |               |                        |              |
| 6/08/2020                         | AP        | DUE: 6/08/2020 DISC: 6/08/2020 |          | 1099: N       |                        |              |
|                                   |           | LOCK NUT X 2, BOLT X 2         |          | 370 5-000-620 | EQUIPMENT MAINTENANCE  | 5.81         |
|                                   |           | === VENDOR TOTALS ===          | 27.14    |               |                        |              |

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| =====                                       |           |                                |          |               |                        |              |  |
| 01-58469     PRESTO-X                       |           |                                |          |               |                        |              |  |
| I-3921243                                   |           | PEST CONTROL - CITY HALL       | 79.00    |               |                        |              |  |
| 6/03/2020                                   | AP        | DUE: 6/03/2020 DISC: 6/03/2020 |          | 1099: N       |                        |              |  |
|                                             |           | PEST CONTROL - CITY HALL       |          | 010 5-091-424 | CONTRACTUAL AGREEMENTS | 79.00        |  |
| I-6921240                                   |           | PEST CONTROL - HGC             | 26.00    |               |                        |              |  |
| 6/03/2020                                   | AP        | DUE: 6/03/2020 DISC: 6/03/2020 |          | 1099: N       |                        |              |  |
|                                             |           | PEST CONTROL - HGC             |          | 370 5-000-424 | CONTRACTUAL AGREEMENTS | 26.00        |  |
| I-6921241                                   |           | PEST CONTROL - LIBRARY         | 31.00    |               |                        |              |  |
| 6/03/2020                                   | AP        | DUE: 6/03/2020 DISC: 6/03/2020 |          | 1099: N       |                        |              |  |
|                                             |           | PEST CONTROL - LIBRARY         |          | 020 5-140-424 | CONTRACTUAL AGREEMENTS | 31.00        |  |
| I-6921243                                   |           | PEST CONTROL - EMERGENCY SVCS  | 79.00    |               |                        |              |  |
| 6/03/2020                                   | AP        | DUE: 6/03/2020 DISC: 6/03/2020 |          | 1099: N       |                        |              |  |
|                                             |           | PEST CONTROL - EMERGENCY SVCS  |          | 010 5-023-424 | CONTRACTUAL AGREEMENTS | 39.50        |  |
|                                             |           | PEST CONTROL - EMERGENCY SVCS  |          | 010 5-041-424 | CONTRACTUAL AGREEMENTS | 39.50        |  |
|                                             |           | === VENDOR TOTALS ===          | 215.00   |               |                        |              |  |
| =====                                       |           |                                |          |               |                        |              |  |
| 01-58219     PROFESSIONAL TURF PRODUCTS, LP |           |                                |          |               |                        |              |  |
| I-1477916-00                                |           | BRAKE PAD KIT                  | 83.45    |               |                        |              |  |
| 1/01/2020                                   | AP        | DUE: 1/01/2020 DISC: 1/01/2020 |          | 1099: Y       |                        |              |  |
|                                             |           | BRAKE PAD KIT                  |          | 370 5-000-620 | EQUIPMENT MAINTENANCE  | 83.45        |  |
| I-1479540-00                                |           | GRINDING WHEEL                 | 56.89    |               |                        |              |  |
| 1/14/2020                                   | AP        | DUE: 1/14/2020 DISC: 1/14/2020 |          | 1099: Y       |                        |              |  |
|                                             |           | GRINDING WHEEL                 |          | 370 5-000-620 | EQUIPMENT MAINTENANCE  | 56.89        |  |
| I-1494959-00                                |           | WASHER X 2                     | 24.67    |               |                        |              |  |
| 6/11/2020                                   | AP        | DUE: 6/11/2020 DISC: 6/11/2020 |          | 1099: Y       |                        |              |  |
|                                             |           | WASHER X 2                     |          | 370 5-000-620 | EQUIPMENT MAINTENANCE  | 24.67        |  |
| I-1494959-01                                |           | ENGINE MOUNTING PAD X 2        | 107.98   |               |                        |              |  |
| 6/11/2020                                   | AP        | DUE: 6/11/2020 DISC: 6/11/2020 |          | 1099: Y       |                        |              |  |
|                                             |           | ENGINE MOUNTING PAD X 2        |          | 370 5-000-620 | EQUIPMENT MAINTENANCE  | 107.98       |  |
|                                             |           | === VENDOR TOTALS ===          | 272.99   |               |                        |              |  |
| =====                                       |           |                                |          |               |                        |              |  |
| 01-03227     R & R LAWN CARE LLC            |           |                                |          |               |                        |              |  |
| I-781228                                    |           | 6/12/20 WEED LOT MOWING        | 392.00   |               |                        |              |  |
| 6/12/2020                                   | AP        | DUE: 6/12/2020 DISC: 6/12/2020 |          | 1099: Y       |                        |              |  |
|                                             |           | 6/12/20 WEED LOT MOWING        |          | 700 5-000-424 | CONTRACTUAL AGREEMENTS | 392.00       |  |
| I-781229                                    |           | 6/12/20 WEED LOT MOWING        | 336.00   |               |                        |              |  |
| 6/15/2020                                   | AP        | DUE: 6/15/2020 DISC: 6/15/2020 |          | 1099: Y       |                        |              |  |
|                                             |           | 6/12/20 WEED LOT MOWING        |          | 700 5-000-424 | CONTRACTUAL AGREEMENTS | 336.00       |  |

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| ITEM DATE        | BANK CODE                      | -----DESCRIPTION-----          | DISCOUNT  | G/L ACCOUNT   | -----ACCOUNT NAME----- | DISTRIBUTION |
| =====            |                                |                                |           |               |                        |              |
| 01-03227         | R & R LAWN CARE LLC            | ( ** CONTINUED ** )            |           |               |                        |              |
| I-781230         |                                | 6/12/20 WEED LOT MOWING        | 490.00    |               |                        |              |
| 6/15/2020        | AP                             | DUE: 6/15/2020 DISC: 6/15/2020 |           | 1099: Y       |                        |              |
|                  |                                | 6/12/20 WEED LOT MOWING        |           | 700 5-000-424 | CONTRACTUAL AGREEMENTS | 490.00       |
| I-781231         |                                | 6/12/20 WEED LOT MOWING        | 322.00    |               |                        |              |
| 6/15/2020        | AP                             | DUE: 6/15/2020 DISC: 6/15/2020 |           | 1099: Y       |                        |              |
|                  |                                | 6/12/20 WEED LOT MOWING        |           | 700 5-000-424 | CONTRACTUAL AGREEMENTS | 322.00       |
| I-781232         |                                | 6/12/20 WEED LOT MOWING        | 560.00    |               |                        |              |
| 6/15/2020        | AP                             | DUE: 6/15/2020 DISC: 6/15/2020 |           | 1099: Y       |                        |              |
|                  |                                | 6/12/20 WEED LOT MOWING        |           | 700 5-000-424 | CONTRACTUAL AGREEMENTS | 560.00       |
| I-781233         |                                | 6/12/20 WEED LOT MOWING        | 476.00    |               |                        |              |
| 6/15/2020        | AP                             | DUE: 6/15/2020 DISC: 6/15/2020 |           | 1099: Y       |                        |              |
|                  |                                | 6/12/20 WEED LOT MOWING        |           | 700 5-000-424 | CONTRACTUAL AGREEMENTS | 476.00       |
| I-781234         |                                | 6/12/20 WEED LOT MOWING        | 252.00    |               |                        |              |
| 6/15/2020        | AP                             | DUE: 6/15/2020 DISC: 6/15/2020 |           | 1099: Y       |                        |              |
|                  |                                | 6/12/20 WEED LOT MOWING        |           | 700 5-000-424 | CONTRACTUAL AGREEMENTS | 252.00       |
| I-781235         |                                | 6/12/20 WEED LOT MOWING        | 42.00     |               |                        |              |
| 6/15/2020        | AP                             | DUE: 6/15/2020 DISC: 6/15/2020 |           | 1099: Y       |                        |              |
|                  |                                | 6/12/20 WEED LOT MOWING        |           | 700 5-000-424 | CONTRACTUAL AGREEMENTS | 42.00        |
|                  |                                | === VENDOR TOTALS ===          | 2,870.00  |               |                        |              |
| =====            |                                |                                |           |               |                        |              |
| 01-58803         | RECREATION SUPPLY COMPANY, INC |                                |           |               |                        |              |
| I-386952         |                                | 300' POOL ROPE                 | 157.84    |               |                        |              |
| 6/04/2020        | AP                             | DUE: 7/04/2020 DISC: 7/04/2020 |           | 1099: N       |                        |              |
|                  |                                | 300' POOL ROPE                 |           | 450 5-000-520 | DEPARTMENT SUPPLIES    | 157.84       |
|                  |                                | === VENDOR TOTALS ===          | 157.84    |               |                        |              |
| =====            |                                |                                |           |               |                        |              |
| 01-58850         | REPUBLIC SERVICES #376         |                                |           |               |                        |              |
| I-0376-000411386 |                                | MAY 2020 RESIDENTIAL SERVICE   | 34,090.63 |               |                        |              |
| 5/25/2020        | AP                             | DUE: 5/25/2020 DISC: 5/25/2020 |           | 1099: N       |                        |              |
|                  |                                | MAY 2020 RESIDENTIAL SERVICE   |           | 700 5-000-478 | PROFESSIONAL SERVICES  | 34,090.63    |
| I-0376-000411565 |                                | 6/20 CITY CONTRACT             | 2,149.61  |               |                        |              |
| 5/31/2020        | AP                             | DUE: 5/31/2020 DISC: 5/31/2020 |           | 1099: N       |                        |              |
|                  |                                | ELECTRIC GENERATION            |           | 800 5-030-424 | CONTRACTUAL AGREEMENTS | 60.51        |
|                  |                                | ELECTRIC DISTRIBUTION          |           | 800 5-020-424 | CONTRACTUAL AGREEMENTS | 60.51        |
|                  |                                | WATER TREATMENT PLANT          |           | 900 5-036-424 | CONTRACTUAL AGREEMENTS | 60.51        |
|                  |                                | PUBLIC SERVICE BARN-40 YD      |           | 010 5-163-478 | PROFESSIONAL SERVICES  | 441.50       |
|                  |                                | PUBLIC SERVICE BARN            |           | 010 5-163-424 | CONTRACTUAL AGREEMENTS | 60.51        |
|                  |                                | LIBRARY                        |           | 020 5-140-424 | CONTRACTUAL AGREEMENTS | 77.56        |
|                  |                                | WASTEWATER TREATMENT PLANT     |           | 900 5-047-424 | CONTRACTUAL AGREEMENTS | 60.51        |
|                  |                                | HILLCREST GOLF COURSE          |           | 370 5-000-424 | CONTRACTUAL AGREEMENTS | 106.98       |

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| =====          |                        |                                |           |               |                        |              |
| 01-58850       | REPUBLIC SERVICES #376 | ( ** CONTINUED ** )            |           |               |                        |              |
|                |                        | FAIRVIEW CEMETERY              |           | 010 5-163-424 | CONTRACTUAL AGREEMENTS | 15.49        |
|                |                        | CITY HALL                      |           | 010 5-091-424 | CONTRACTUAL AGREEMENTS | 38.78        |
|                |                        | FIRE DEPARTMENT                |           | 010 5-041-424 | CONTRACTUAL AGREEMENTS | 15.49        |
|                |                        | WOODS RV PARK                  |           | 010 5-163-424 | CONTRACTUAL AGREEMENTS | 185.89       |
|                |                        | RIVERCREST RV PARK             |           | 010 5-163-424 | CONTRACTUAL AGREEMENTS | 188.29       |
|                |                        | WALTER JOHNSON PARK PLAYGROUND |           | 010 5-163-424 | CONTRACTUAL AGREEMENTS | 77.46        |
|                |                        | RON STEVENSON BUILDING         |           | 010 5-163-424 | CONTRACTUAL AGREEMENTS | 15.49        |
|                |                        | LECLERE PARK                   |           | 010 5-163-424 | CONTRACTUAL AGREEMENTS | 77.46        |
|                |                        | PFISTER PARK                   |           | 010 5-163-424 | CONTRACTUAL AGREEMENTS | 115.88       |
|                |                        | HARMON PARK                    |           | 010 5-163-424 | CONTRACTUAL AGREEMENTS | 46.47        |
|                |                        | AIRPORT                        |           | 360 5-000-424 | CONTRACTUAL AGREEMENTS | 38.78        |
|                |                        | BROWN MANSION                  |           | 010 5-163-424 | CONTRACTUAL AGREEMENTS | 38.78        |
|                |                        | ANIMAL SHELTER                 |           | 010 5-025-424 | CONTRACTUAL AGREEMENTS | 60.51        |
|                |                        | SHOOTING RANGE                 |           | 010 5-023-424 | CONTRACTUAL AGREEMENTS | 15.49        |
|                |                        | SYCAMORE PARK                  |           | 010 5-163-424 | CONTRACTUAL AGREEMENTS | 15.49        |
|                |                        | ROOSEVELT DRIVE                |           | 010 5-163-424 | CONTRACTUAL AGREEMENTS | 15.49        |
|                |                        | NEW GENERATION                 |           | 800 5-030-424 | CONTRACTUAL AGREEMENTS | 38.78        |
|                |                        | EMERGENCY SERVICES 1/2         |           | 010 5-023-424 | CONTRACTUAL AGREEMENTS | 30.26        |
|                |                        | EMERGENCY SERVICES 1/2         |           | 010 5-041-424 | CONTRACTUAL AGREEMENTS | 30.25        |
|                |                        | 701 WALNUT 6-YD                |           | 010 5-041-424 | CONTRACTUAL AGREEMENTS | 145.00       |
|                |                        | OAKCREST LODGE                 |           | 010 5-163-424 | CONTRACTUAL AGREEMENTS | 15.49        |
|                |                        | === VENDOR TOTALS ===          | 36,240.24 |               |                        |              |
| =====          |                        |                                |           |               |                        |              |
| 01-03217       | ROGER L. GOSSARD       |                                |           |               |                        |              |
| I-202006158407 |                        | 6/20 INDIGENT DEFENDER         | 800.00    |               |                        |              |
| 6/15/2020      | AP                     | DUE: 6/15/2020 DISC: 6/15/2020 |           | 1099: Y       |                        |              |
|                |                        | 6/20 INDIGENT DEFENDER         |           | 010 5-013-478 | PROFESSIONAL SERVICES  | 800.00       |
|                |                        | === VENDOR TOTALS ===          | 800.00    |               |                        |              |
| =====          |                        |                                |           |               |                        |              |
| 01-03385       | SEK READY MIX, INC.    |                                |           |               |                        |              |
| I-3799         |                        | 8.5 CY-DECK REPAIR             | 884.00    |               |                        |              |
| 6/02/2020      | AP                     | DUE: 6/02/2020 DISC: 6/02/2020 |           | 1099: N       |                        |              |
|                |                        | 8.5 CY-DECK REPAIR             |           | 450 5-000-510 | CEMENT & ASPHALT       | 884.00       |
| I-3825         |                        | 4.25 CY-POLE REPLACEMENT       | 442.00    |               |                        |              |
| 6/10/2020      | AP                     | DUE: 6/10/2020 DISC: 6/10/2020 |           | 1099: N       |                        |              |
|                |                        | 4.25 CY-POLE REPLACEMENT       |           | 010 5-163-510 | CEMENT & ASPHALT       | 442.00       |
| I-3832         |                        | 3.75 CY-5TH/HOLLYWOOD CUTS     | 390.00    |               |                        |              |
| 6/11/2020      | AP                     | DUE: 6/11/2020 DISC: 6/11/2020 |           | 1099: N       |                        |              |
|                |                        | 3.75 CY-5TH/HOLLYWOOD CUTS     |           | 900 5-026-510 | CEMENT & ASPHALT       | 390.00       |
|                |                        | === VENDOR TOTALS ===          | 1,716.00  |               |                        |              |



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| =====         |                          |                                |          |               |                        |              |
| 01-03460      | SHERWIN WILLIAMS COMPANY |                                |          |               |                        |              |
| I-5231-4-2    |                          | PAINT                          | 44.56    |               |                        |              |
| 6/05/2020     | AP                       | DUE: 7/05/2020 DISC: 7/05/2020 |          | 1099: N       |                        |              |
|               |                          | PAINT                          |          | 800 5-030-520 | DEPARTMENT SUPPLIES    | 44.56        |
| I-5339-5      |                          | ROLLER COVER, PAINT BRUSH X 4  | 20.03    |               |                        |              |
| 6/08/2020     | AP                       | DUE: 7/08/2020 DISC: 7/08/2020 |          | 1099: N       |                        |              |
|               |                          | ROLLER COVER, PAINT BRUSH X 4  |          | 800 5-030-520 | DEPARTMENT SUPPLIES    | 20.03        |
| I-5410-4      |                          | PAINT, BRUSHES, ROLLER, LINER  | 92.91    |               |                        |              |
| 6/10/2020     | AP                       | DUE: 7/10/2020 DISC: 7/10/2020 |          | 1099: N       |                        |              |
|               |                          | PAINT, BRUSHES, ROLLER, LINERS |          | 800 5-030-520 | DEPARTMENT SUPPLIES    | 92.91        |
| I-5448-4      |                          | PAINT, PAISLS, ROLLER          | 207.13   |               |                        |              |
| 6/12/2020     | AP                       | DUE: 7/12/2020 DISC: 7/12/2020 |          | 1099: N       |                        |              |
|               |                          | PAINT, PAISLS, ROLLER          |          | 010 5-163-520 | DEPARTMENT SUPPLIES    | 207.13       |
| I-5541-6      |                          | PAINT, LINERS                  | 73.20    |               |                        |              |
| 6/15/2020     | AP                       | DUE: 7/15/2020 DISC: 7/15/2020 |          | 1099: N       |                        |              |
|               |                          | PAINT, LINERS                  |          | 800 5-030-520 | DEPARTMENT SUPPLIES    | 73.20        |
|               |                          | === VENDOR TOTALS ===          | 437.83   |               |                        |              |
| =====         |                          |                                |          |               |                        |              |
| 01-59407      | SHOOK'S CUSTOMS, LLC     |                                |          |               |                        |              |
| I-1680        |                          | TOURNIQUET CARRIER X 3         | 89.00    |               |                        |              |
| 6/09/2020     | AP                       | DUE: 6/09/2020 DISC: 6/09/2020 |          | 1099: Y       |                        |              |
|               |                          | TOURNIQUET CARRIER X 3         |          | 010 5-023-515 | CLOTHING               | 89.00        |
|               |                          | === VENDOR TOTALS ===          | 89.00    |               |                        |              |
| =====         |                          |                                |          |               |                        |              |
| 01-03501      | SIMPLY SOUTHERN BOUTIQUE |                                |          |               |                        |              |
| I-004225      |                          | T-SHIRT X 30                   | 300.00   |               |                        |              |
| 6/09/2020     | AP                       | DUE: 6/09/2020 DISC: 6/09/2020 |          | 1099: N       |                        |              |
|               |                          | T-SHIRT X 30                   |          | 450 5-000-515 | CLOTHING               | 300.00       |
|               |                          | === VENDOR TOTALS ===          | 300.00   |               |                        |              |
| =====         |                          |                                |          |               |                        |              |
| 01-59035      | SMC ELECTRIC SUPPLY      |                                |          |               |                        |              |
| I-51070373-00 |                          | BARREL LOCK METER KEY X 150    | 623.46   |               |                        |              |
| 6/10/2020     | AP                       | DUE: 7/10/2020 DISC: 7/10/2020 |          | 1099: N       |                        |              |
|               |                          | BARREL LOCK METER KEY X 150    |          | 800 5-020-520 | DEPARTMENT SUPPLIES    | 623.46       |
| I-51070538-00 |                          | GROUND SPLICE KIT X 10         | 279.30   |               |                        |              |
| 6/11/2020     | AP                       | DUE: 7/11/2020 DISC: 7/11/2020 |          | 1099: N       |                        |              |
|               |                          | GROUND SPLICE KIT X 10         |          | 720 5-000-850 | OTHER EQUIPMENT        | 279.30       |

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| =====                 |                                |                                |            |               |                          |              |
| 01-59035              | SMC ELECTRIC SUPPLY            | ( ** CONTINUED ** )            |            |               |                          |              |
| =====                 |                                |                                |            |               |                          |              |
| I-51070634-00         |                                | VINYL TAPE X 70 ROLLS          | 359.93     |               |                          |              |
| 5/29/2020             | AP                             | DUE: 6/28/2020 DISC: 6/28/2020 |            | 1099: N       |                          |              |
|                       |                                | VINYL TAPE X 70 ROLLS          |            | 800 5-020-520 | DEPARTMENT SUPPLIES      | 359.93       |
| === VENDOR TOTALS === |                                |                                | 1,262.69   |               |                          |              |
| =====                 |                                |                                |            |               |                          |              |
| 01-59669              | SOUTHERN UNIFORM & EQUIPMENT L |                                |            |               |                          |              |
| =====                 |                                |                                |            |               |                          |              |
| I-103085              |                                | UNIFORM SHIRTS, PANTS-HAGEBUS  | 244.95     |               |                          |              |
| 6/05/2020             | AP                             | DUE: 6/05/2020 DISC: 6/05/2020 |            | 1099: N       |                          |              |
|                       |                                | UNIFORM SHIRTS, PANTS-HAGEBUS  |            | 010 5-023-515 | CLOTHING                 | 244.95       |
| =====                 |                                |                                |            |               |                          |              |
| I-103086              |                                | UNIFORM PANT, HOLSTER-P. YELL  | 184.98     |               |                          |              |
| 6/05/2020             | AP                             | DUE: 6/05/2020 DISC: 6/05/2020 |            | 1099: N       |                          |              |
|                       |                                | UNIFORM PANT, HOLSTER-P. YELL  |            | 010 5-023-515 | CLOTHING                 | 184.98       |
| === VENDOR TOTALS === |                                |                                | 429.93     |               |                          |              |
| =====                 |                                |                                |            |               |                          |              |
| 01-59722              | SOUTHWEST POWER POOL, INC.     |                                |            |               |                          |              |
| =====                 |                                |                                |            |               |                          |              |
| I-TRN-20200531-CMLP   |                                | 5/20 TRANSMISSION SERVICE      | 460,554.03 |               |                          |              |
| 5/31/2020             | AP                             | DRAFT 6/17/2020                |            | 1099: N       |                          |              |
|                       |                                | 5/20 TRANSMISSION SVC-LINDE    |            | 800 5-070-426 | NETWORK TRANSMISSION SER | 329,170.27   |
|                       |                                | 5/20 TRANSMISSION SVC-CITY     |            | 800 5-022-426 | NETWORK TRANSMISSION SER | 131,368.76   |
|                       |                                | WIRE FEE                       |            | 800 5-030-478 | PROFESSIONAL SERVICES    | 15.00        |
| === VENDOR TOTALS === |                                |                                | 460,554.03 |               |                          |              |
| =====                 |                                |                                |            |               |                          |              |
| 01-59800              | SOUTHWESTERN POWER ADMINISTRAT |                                |            |               |                          |              |
| =====                 |                                |                                |            |               |                          |              |
| I-20-623              |                                | 5/20 ENERGY PURCHASE           | 14,178.08  |               |                          |              |
| 6/11/2020             | AP                             | DUE: 7/11/2020 DISC: 7/11/2020 |            | 1099: N       |                          |              |
|                       |                                | 5/20 ENERGY PURCHASE           |            | 800 5-030-538 | ENERGY-PURCHASE FIRM     | 14,178.08    |
| === VENDOR TOTALS === |                                |                                | 14,178.08  |               |                          |              |
| =====                 |                                |                                |            |               |                          |              |
| 01-03717              | STEPHENS VENDING CORPORATION   |                                |            |               |                          |              |
| =====                 |                                |                                |            |               |                          |              |
| I-INV65207            |                                | CANDY, CHIPS, NUTS             | 90.00      |               |                          |              |
| 6/04/2020             | AP                             | DUE: 6/04/2020 DISC: 6/04/2020 |            | 1099: N       |                          |              |
|                       |                                | CANDY, CHIPS, NUTS             |            | 370 5-000-507 | CONCESSIONS              | 90.00        |
| === VENDOR TOTALS === |                                |                                | 90.00      |               |                          |              |

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| =====                                       |           |                                |          |               |                          |              |
| 01-03645     STRIMPLE SIGN & OUTDOOR POWER, |           |                                |          |               |                          |              |
|                                             |           |                                |          |               |                          |              |
| I-31750                                     |           | ADMISSION SIGN                 | 30.00    |               |                          |              |
| 6/09/2020                                   | AP        | DUE: 7/09/2020 DISC: 7/09/2020 |          | 1099: N       |                          |              |
|                                             |           | ADMISSION SIGN                 |          | 450 5-000-520 | DEPARTMENT SUPPLIES      | 30.00        |
|                                             |           | === VENDOR TOTALS ===          | 30.00    |               |                          |              |
| =====                                       |           |                                |          |               |                          |              |
| 01-51200     SUEZ WTS USA, INC.             |           |                                |          |               |                          |              |
|                                             |           |                                |          |               |                          |              |
| I-900432447                                 |           | AMINO ACID REAGENT             | 58.42    |               |                          |              |
| 6/09/2020                                   | AP        | DUE: 7/09/2020 DISC: 7/09/2020 |          | 1099: N       |                          |              |
|                                             |           | AMINO ACID REAGENT             |          | 800 5-030-525 | CHEMICALS/FERTILIZERS/SE | 58.42        |
|                                             |           | === VENDOR TOTALS ===          | 58.42    |               |                          |              |
| =====                                       |           |                                |          |               |                          |              |
| 01-60030     SUMMIT TRUCK GROUP             |           |                                |          |               |                          |              |
|                                             |           |                                |          |               |                          |              |
| I-411105978                                 |           | CABLE ASSEMBLY                 | 90.84    |               |                          |              |
| 6/08/2020                                   | AP        | DUE: 6/08/2020 DISC: 6/08/2020 |          | 1099: N       |                          |              |
|                                             |           | CABLE ASSEMBLY                 |          | 010 5-163-680 | VEHICLE-PARTS            | 90.84        |
|                                             |           | === VENDOR TOTALS ===          | 90.84    |               |                          |              |
| =====                                       |           |                                |          |               |                          |              |
| 01-60053     SUNSOURCE                      |           |                                |          |               |                          |              |
|                                             |           |                                |          |               |                          |              |
| I-5431608-00                                |           | REBUILT PISTON PUMP            | 1,559.65 |               |                          |              |
| 6/05/2020                                   | AP        | DUE: 6/05/2020 DISC: 6/05/2020 |          | 1099: N       |                          |              |
|                                             |           | REBUILT PISTON PUMP            |          | 900 5-036-620 | EQUIPMENT MAINTENANCE    | 1,559.65     |
|                                             |           | === VENDOR TOTALS ===          | 1,559.65 |               |                          |              |
| =====                                       |           |                                |          |               |                          |              |
| 01-03770     THOMPSON BROTHERS SUPPLIES, IN |           |                                |          |               |                          |              |
|                                             |           |                                |          |               |                          |              |
| I-778214                                    |           | COMPRESSED NITROGEN            | 17.50    |               |                          |              |
| 6/04/2020                                   | AP        | DUE: 7/04/2020 DISC: 7/04/2020 |          | 1099: N       |                          |              |
|                                             |           | COMPRESSED NITROGEN            |          | 010 5-071-525 | CHEMICALS/FERTILIZERS/SE | 17.50        |
| I-778244                                    |           | WIRE BRUSH CUP, WHEEL          | 35.48    |               |                          |              |
| 6/04/2020                                   | AP        | DUE: 7/04/2020 DISC: 7/04/2020 |          | 1099: N       |                          |              |
|                                             |           | WIRE BRUSH CUP, WHEEL          |          | 800 5-030-520 | DEPARTMENT SUPPLIES      | 35.48        |
| I-778352                                    |           | COMPRESSED HYDROGEN X 15       | 430.00   |               |                          |              |
| 6/08/2020                                   | AP        | DUE: 7/08/2020 DISC: 7/08/2020 |          | 1099: N       |                          |              |
|                                             |           | COMPRESSED HYDROGEN X 15       |          | 800 5-030-525 | CHEMICALS/FERTILIZERS/SE | 430.00       |
| I-RN20050076                                |           | CYLINDER RENTAL                | 542.58   |               |                          |              |
| 5/31/2020                                   | AP        | DUE: 6/30/2020 DISC: 6/30/2020 |          | 1099: N       |                          |              |
|                                             |           | CYLINDER RENTAL                |          | 800 5-030-448 | EQUIPMENT-RENTAL/SERVICE | 542.58       |
|                                             |           | === VENDOR TOTALS ===          | 1,025.56 |               |                          |              |

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VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

| -----ID----- |                                | GROSS                          |          | P.O. #        |                        |              |
|--------------|--------------------------------|--------------------------------|----------|---------------|------------------------|--------------|
| ITEM DATE    | BANK CODE                      | -----DESCRIPTION-----          | DISCOUNT | G/L ACCOUNT   | -----ACCOUNT NAME----- | DISTRIBUTION |
| =====        |                                |                                |          |               |                        |              |
| 01-03810     | TOOL SUPPLY, INC.              |                                |          |               |                        |              |
| I-0097911-00 |                                | RIVET X 500-NEW GEN #2         | 21.90    |               |                        |              |
| 6/01/2020    | AP                             | DUE: 7/01/2020 DISC: 7/01/2020 |          | 1099: N       |                        |              |
|              |                                | RIVET X 500-NEW GEN #2         |          | 800 5-030-520 | DEPARTMENT SUPPLIES    | 21.90        |
| I-0097940-00 |                                | PRESSURE WASHER HOSE, FITTING  | 210.33   |               |                        |              |
| 6/08/2020    | AP                             | DUE: 7/08/2020 DISC: 7/08/2020 |          | 1099: N       |                        |              |
|              |                                | PRESSURE WASHER HOSE, FITTINGS |          | 010 5-025-620 | EQUIPMENT MAINTENANCE  | 210.33       |
| I-0097949-00 |                                | BANDING, HOSE SPLICER          | 48.42    |               |                        |              |
| 6/09/2020    | AP                             | DUE: 7/09/2020 DISC: 7/09/2020 |          | 1099: N       |                        |              |
|              |                                | BANDING, HOSE SPLICER          |          | 010 5-163-520 | DEPARTMENT SUPPLIES    | 48.42        |
| I-0097950-00 |                                | CLAMP FOR BANDING X 10         | 18.00    |               |                        |              |
| 6/09/2020    | AP                             | DUE: 7/09/2020 DISC: 7/09/2020 |          | 1099: N       |                        |              |
|              |                                | CLAMP FOR BANDING X 10         |          | 010 5-163-520 | DEPARTMENT SUPPLIES    | 18.00        |
| I-0097982-00 |                                | HEADGEAR LAMP                  | 94.95    |               |                        |              |
| 6/16/2020    | AP                             | DUE: 7/16/2020 DISC: 7/16/2020 |          | 1099: N       |                        |              |
|              |                                | HEADGEAR LAMP                  |          | 760 5-000-520 | DEPARTMENT SUPPLIES    | 94.95        |
| I-0097983-00 |                                | HEX SCREWS                     | 24.40    |               |                        |              |
| 6/16/2020    | AP                             | DUE: 7/16/2020 DISC: 7/16/2020 |          | 1099: N       |                        |              |
|              |                                | HEX SCREWS                     |          | 760 5-000-520 | DEPARTMENT SUPPLIES    | 24.40        |
|              |                                | === VENDOR TOTALS ===          | 418.00   |               |                        |              |
| =====        |                                |                                |          |               |                        |              |
| 01-03840     | TRI-STATE ELECTRIC SUPPLY COMP |                                |          |               |                        |              |
| I-1018919-00 |                                | SWITCH, FUSE, WIRE-STOCK       | 278.41   |               |                        |              |
| 5/26/2020    | AP                             | DUE: 6/25/2020 DISC: 6/25/2020 |          | 1099: N       |                        |              |
|              |                                | SWITCH, FUSE, WIRE-STOCK       |          | 800 5-020-520 | DEPARTMENT SUPPLIES    | 278.41       |
| I-1018920-00 |                                | RECEPTACLE-WJP                 | 15.33    |               |                        |              |
| 5/26/2020    | AP                             | DUE: 6/25/2020 DISC: 6/25/2020 |          | 1099: N       |                        |              |
|              |                                | RECEPTACLE-WJP                 |          | 800 5-020-572 | SUPPLIES-OTHER         | 15.33        |
| I-1018921-00 |                                | SURGE ARRESTER-ASBURY          | 43.29    |               |                        |              |
| 5/26/2020    | AP                             | DUE: 6/25/2020 DISC: 6/25/2020 |          | 1099: N       |                        |              |
|              |                                | SURGE ARRESTER-ASBURY          |          | 800 5-020-572 | SUPPLIES-OTHER         | 43.29        |
| I-1018922-00 |                                | CIRCUIT BREAKER-PUBLIC SERVIC  | 147.33   |               |                        |              |
| 5/26/2020    | AP                             | DUE: 6/25/2020 DISC: 6/25/2020 |          | 1099: N       |                        |              |
|              |                                | CIRCUIT BREAKER-PUBLIC SERVICE |          | 800 5-020-572 | SUPPLIES-OTHER         | 147.33       |
|              |                                | === VENDOR TOTALS ===          | 484.36   |               |                        |              |

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VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

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| -----ID-----   |                             | GROSS                          |          | P.O. #        |                          |              |
|----------------|-----------------------------|--------------------------------|----------|---------------|--------------------------|--------------|
| ITEM DATE      | BANK CODE                   | -----DESCRIPTION-----          | DISCOUNT | G/L ACCOUNT   | -----ACCOUNT NAME-----   | DISTRIBUTION |
| =====          |                             |                                |          |               |                          |              |
| 01-60800       | U.S. BANK EQUIPMENT FINANCE |                                |          |               |                          |              |
| =====          |                             |                                |          |               |                          |              |
| I-416249589    |                             | COPIER LEASE                   | 308.50   |               |                          |              |
| 6/05/2020      | AP                          | DUE: 6/05/2020 DISC: 6/05/2020 |          | 1099: N       |                          |              |
|                |                             | COPIER LEASE                   |          | 010 5-131-448 | EQUIPMENT-RENTAL/SERVICE | 308.50       |
|                |                             | === VENDOR TOTALS ===          | 308.50   |               |                          |              |
| =====          |                             |                                |          |               |                          |              |
| 01-60622       | UMB BANK                    |                                |          |               |                          |              |
| =====          |                             |                                |          |               |                          |              |
| I-202006168413 |                             | 5/20 CREDIT CARD CHARGES       | 7,951.92 |               |                          |              |
| 6/01/2020      | AP                          | DUE: 6/01/2020 DISC: 6/01/2020 |          | 1099: N       |                          |              |
|                |                             | DISPOSABLE FACE MASK X 900     |          | 010 5-131-520 | DEPARTMENT SUPPLIES      | 698.22       |
|                |                             | DIGITAL SIGNAGE SUBSCRIPTION   |          | 010 5-017-424 | CONTRACTUAL AGREEMENTS   | 22.73        |
|                |                             | DIGITAL SIGNAGE SUBSCRIPTION   |          | 010 5-023-424 | CONTRACTUAL AGREEMENTS   | 22.73        |
|                |                             | DIGITAL SIGNAGE SUBSCRIPTION   |          | 010 5-041-424 | CONTRACTUAL AGREEMENTS   | 22.73        |
|                |                             | DIGITAL SIGNAGE SUBSCRIPTION   |          | 010 5-131-424 | CONTRACTUAL AGREEMENTS   | 22.73        |
|                |                             | DIGITAL SIGNAGE SUBSCRIPTION   |          | 800 5-020-424 | CONTRACTUAL AGREEMENTS   | 22.73        |
|                |                             | DIGITAL SIGNAGE SUBSCRIPTION   |          | 800 5-030-424 | CONTRACTUAL AGREEMENTS   | 45.43        |
|                |                             | DIGITAL SIGNAGE SUBSCRIPTION   |          | 900 5-026-424 | CONTRACTUAL AGREEMENTS   | 22.73        |
|                |                             | DIGITAL SIGNAGE SUBSCRIPTION   |          | 900 5-027-424 | CONTRACTUAL AGREEMENTS   | 22.73        |
|                |                             | DIGITAL SIGNAGE SUBSCRIPTION   |          | 900 5-036-424 | CONTRACTUAL AGREEMENTS   | 22.73        |
|                |                             | DIGITAL SIGNAGE SUBSCRIPTION   |          | 900 5-037-424 | CONTRACTUAL AGREEMENTS   | 22.73        |
|                |                             | DISPOSABLE FACE MASK X 900     |          | 010 5-131-520 | DEPARTMENT SUPPLIES      | 698.22       |
|                |                             | N95 MASK X 10                  |          | 900 5-026-570 | SAFETY EQUIPMENT         | 79.99        |
|                |                             | N95 MASK X 10                  |          | 900 5-027-570 | SAFETY EQUIPMENT         | 79.99        |
|                |                             | ADOBE ILLUSTRATOR RENEWAL      |          | 010 5-018-424 | CONTRACTUAL AGREEMENTS   | 262.67       |
|                |                             | ZOOM MEETING SOFTWARE          |          | 010 5-018-813 | COMPUTER SOFTWARE        | 17.96        |
|                |                             | DROP CABLE FOR STOCK           |          | 720 5-000-850 | OTHER EQUIPMENT          | 601.00       |
|                |                             | PULL BOX X 7 FOR STOCK         |          | 720 5-000-850 | OTHER EQUIPMENT          | 339.78       |
|                |                             | SLING TV FOR PRO SHOP          |          | 370 5-000-424 | CONTRACTUAL AGREEMENTS   | 43.80        |
|                |                             | ACCOUNTING/AUDITING CNFRNC     |          | 010 5-014-428 | CONFERENCES-SCHOOLS      | 339.00       |
|                |                             | APPA SUMMIT REGISTRATION       |          | 800 5-040-428 | CONFERENCES-SCHOOLS      | 625.00       |
|                |                             | BANDAGES                       |          | 800 5-020-570 | SAFETY EQUIPMENT         | 14.07        |
|                |                             | OT MEAL X 3-5/31/20 OUTAGE     |          | 800 5-020-490 | TRAVEL EXPENSE REIMBURSE | 19.09        |
|                |                             | REFUND FOOD-POTENTIAL QRNTN    |          | 010 5-041-521 | SPECIAL EVENTS           | 119.05CR     |
|                |                             | REFUND FOOD-POTENTIAL QRNTN    |          | 010 5-041-521 | SPECIAL EVENTS           | 222.96CR     |
|                |                             | BINDER X 7                     |          | 010 5-041-550 | OFFICE SUPPLIES          | 88.53        |
|                |                             | LOOP BAND X 2                  |          | 010 5-041-520 | DEPARTMENT SUPPLIES      | 49.98        |
|                |                             | FACEBOOK EMPLOYMENT AD         |          | 010 5-023-482 | PUBLIC NOTICES           | 35.00        |
|                |                             | FACEBOOK EMPLOYMENT AD         |          | 010 5-023-482 | PUBLIC NOTICES           | 2.98         |
|                |                             | DRAIN GRATE COVER              |          | 760 5-000-555 | PLUMBING SUPPLIES        | 27.37        |
|                |                             | LABELS                         |          | 450 5-000-550 | OFFICE SUPPLIES          | 21.02        |
|                |                             | LINK CHAIN, FLOAT FOR FOUNTAIN |          | 760 5-000-620 | EQUIPMENT MAINTENANCE    | 69.05        |
|                |                             | KEYCHAIN CABLES                |          | 450 5-000-520 | DEPARTMENT SUPPLIES      | 16.98        |
|                |                             | KEY TAGS                       |          | 450 5-000-520 | DEPARTMENT SUPPLIES      | 11.90        |
|                |                             | LINK CHAIN FOR FOUNTAIN        |          | 760 5-000-620 | EQUIPMENT MAINTENANCE    | 10.99        |
|                |                             | KASCO 5 HP MOTOR FOR FOUNTAIN  |          | 760 5-000-850 | OTHER EQUIPMENT          | 3,810.00     |
|                |                             | SHOOT HOUSE TRAINING DVD       |          | 010 5-023-428 | CONFERENCES-SCHOOLS      | 26.37        |
|                |                             | STROBE BULB X 2                |          | 010 5-023-590 | VEHICLE-EQUIP SUPPLIES   | 24.99        |
|                |                             | SECURITY MONITORING-EVIDENCE   |          | 010 5-023-478 | PROFESSIONAL SERVICES    | 14.99        |
|                |                             | SECURITY MONITORING-ARMORY     |          | 010 5-023-478 | PROFESSIONAL SERVICES    | 14.99        |

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|-----------------------|--------------------|--------------------------------|----------|---------------|--------------------------|--------------|
| ITEM DATE             | BANK CODE          | -----DESCRIPTION-----          | DISCOUNT | G/L ACCOUNT   | -----ACCOUNT NAME-----   | DISTRIBUTION |
| =====                 |                    |                                |          |               |                          |              |
| 01-60622              | UMB BANK           | ( ** CONTINUED ** )            |          |               |                          |              |
| === VENDOR TOTALS === |                    |                                | 7,951.92 |               |                          |              |
| =====                 |                    |                                |          |               |                          |              |
| 01-60850              | USA BLUEBOOK       |                                |          |               |                          |              |
| =====                 |                    |                                |          |               |                          |              |
| I-253951              |                    | BUFFERS                        | 94.95    |               |                          |              |
| 6/02/2020             | AP                 | DUE: 7/02/2020 DISC: 7/02/2020 |          | 1099: N       |                          |              |
|                       |                    | BUFFERS                        |          | 900 5-036-525 | CHEMICALS/FERTILIZERS/SE | 94.95        |
| =====                 |                    |                                |          |               |                          |              |
| I-259867              |                    | TUBE ASSEMBLY X 4-PUMPS        | 260.28   |               |                          |              |
| 6/08/2020             | AP                 | DUE: 7/08/2020 DISC: 7/08/2020 |          | 1099: N       |                          |              |
|                       |                    | TUBE ASSEMBLY X 4-PUMPS        |          | 900 5-036-620 | EQUIPMENT MAINTENANCE    | 260.28       |
| =====                 |                    |                                |          |               |                          |              |
| I-262711              |                    | FIBER FILTERS, AMMONIA, SOLUT  | 215.74   |               |                          |              |
| 6/10/2020             | AP                 | DUE: 7/10/2020 DISC: 7/10/2020 |          | 1099: N       |                          |              |
|                       |                    | FIBER FILTERS, AMMONIA, SOLUTN |          | 900 5-037-525 | CHEMICALS/FERTILIZERS/SE | 215.74       |
| === VENDOR TOTALS === |                    |                                | 570.97   |               |                          |              |
| =====                 |                    |                                |          |               |                          |              |
| 01-60918              | VAN-WALL EQUIPMENT |                                |          |               |                          |              |
| =====                 |                    |                                |          |               |                          |              |
| I-10150187            |                    | SEAL KIT                       | 30.42    |               |                          |              |
| 6/12/2020             | AP                 | DUE: 7/12/2020 DISC: 7/12/2020 |          | 1099: N       |                          |              |
|                       |                    | SEAL KIT                       |          | 370 5-000-620 | EQUIPMENT MAINTENANCE    | 30.42        |
| === VENDOR TOTALS === |                    |                                | 30.42    |               |                          |              |
| =====                 |                    |                                |          |               |                          |              |
| 01-61472              | VERIZON BUSINESS   |                                |          |               |                          |              |
| =====                 |                    |                                |          |               |                          |              |
| I-67356259            |                    | 6/20 B-SUB DEDICATED LINE      | 2,648.53 |               |                          |              |
| 6/10/2020             | AP                 | DUE: 7/10/2020 DISC: 7/10/2020 |          | 1099: N       |                          |              |
|                       |                    | 6/20 B-SUB DEDICATED LINE      |          | 800 5-070-416 | COMMUNICATIONS           | 2,648.53     |
| === VENDOR TOTALS === |                    |                                | 2,648.53 |               |                          |              |
| =====                 |                    |                                |          |               |                          |              |
| 01-61477              | VERIZON WIRELESS   |                                |          |               |                          |              |
| =====                 |                    |                                |          |               |                          |              |
| I-9855730043          |                    | 6/20 CELL PHONES, HOT SPOTS    | 971.14   |               |                          |              |
| 6/01/2020             | AP                 | DUE: 6/01/2020 DISC: 6/01/2020 |          | 1099: N       |                          |              |
|                       |                    | 6/20 CELL PHONE                |          | 010 5-014-416 | COMMUNICATIONS           | 44.04        |
|                       |                    | 6/20 CELL PHONE                |          | 010 5-015-416 | COMMUNICATIONS           | 44.04        |
|                       |                    | 6/20 CELL PHONE                |          | 010 5-019-416 | COMMUNICATIONS           | 44.04        |
|                       |                    | 6/20 CELL PHONE X 3, HOT SPOT  |          | 010 5-023-416 | COMMUNICATIONS           | 184.87       |
|                       |                    | 6/20 CELL PHONE, HOT SPOT X 2  |          | 010 5-041-416 | COMMUNICATIONS           | 124.06       |
|                       |                    | 6/20 CELL PHONE X 2            |          | 010 5-045-416 | COMMUNICATIONS           | 98.08        |
|                       |                    | 6/20 CELL PHONE                |          | 760 5-000-416 | COMMUNICATIONS           | 19.10        |
|                       |                    | 6/20 CELL PHONE X 2, HOT SPOTS |          | 800 5-020-416 | COMMUNICATIONS           | 118.50       |
|                       |                    | 6/20 CELL PHONE                |          | 800 5-030-416 | COMMUNICATIONS           | 34.95        |
|                       |                    | 6/20 CELL PHONE                |          | 800 5-040-416 | COMMUNICATIONS           | 34.95        |
|                       |                    | 6/20 CELL PHONE X 3, HOT SPOT  |          | 900 5-026-416 | COMMUNICATIONS           | 113.16       |
|                       |                    | 6/20 CELL PHONE X 2            |          | 900 5-027-416 | COMMUNICATIONS           | 38.20        |

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|--------------|--------------------------------|--------------------------------|--------------|---------------|--------------------------|--------------|
| ITEM DATE    | BANK CODE                      | -----DESCRIPTION-----          | DISCOUNT     | G/L ACCOUNT   | -----ACCOUNT NAME-----   | DISTRIBUTION |
| =====        |                                |                                |              |               |                          |              |
| 01-61477     | VERIZON WIRELESS               | ( ** CONTINUED ** )            |              |               |                          |              |
|              |                                | 6/20 CELL PHONE X 2            |              | 900 5-036-416 | COMMUNICATIONS           | 54.05        |
|              |                                | 6/20 CELL PHONE                |              | 900 5-037-416 | COMMUNICATIONS           | 19.10        |
|              |                                | === VENDOR TOTALS ===          | 971.14       |               |                          |              |
| =====        |                                |                                |              |               |                          |              |
| 01-61042     | WARTSILA NORTH AMERICA, INC.   |                                |              |               |                          |              |
| I-102205072  |                                | VALVE, COIL, O-RING, SENSOR    | 13,612.61    |               |                          |              |
| 6/15/2020    | AP                             | DUE: 6/15/2020 DISC: 6/15/2020 |              | 1099: N       |                          |              |
|              |                                | VALVE, COIL, O-RING, SENSOR    |              | 800 5-030-620 | EQUIPMENT MAINTENANCE    | 13,612.61    |
|              |                                | === VENDOR TOTALS ===          | 13,612.61    |               |                          |              |
| =====        |                                |                                |              |               |                          |              |
| 01-61218     | WHISTLER GLASS & BUILDING SUPP |                                |              |               |                          |              |
| I-25003      |                                | COUNTER PARTITION, POST, GLAS  | 1,437.57     |               |                          |              |
| 5/18/2020    | AP                             | DUE: 5/18/2020 DISC: 5/18/2020 |              | 1099: N       |                          |              |
|              |                                | COUNTER PARTITION, POST, GLASS |              | 010 5-017-570 | SAFETY EQUIPMENT         | 1,437.57     |
|              |                                | === VENDOR TOTALS ===          | 1,437.57     |               |                          |              |
| =====        |                                |                                |              |               |                          |              |
| 01-61241     | WHITE STAR MACHINERY & SUPPLY  |                                |              |               |                          |              |
| I-05219173   |                                | WINDOW                         | 597.19       |               |                          |              |
| 6/03/2020    | AP                             | DUE: 6/03/2020 DISC: 6/03/2020 |              | 1099: N       |                          |              |
|              |                                | WINDOW                         |              | 760 5-000-620 | EQUIPMENT MAINTENANCE    | 597.19       |
|              |                                | === VENDOR TOTALS ===          | 597.19       |               |                          |              |
| =====        |                                |                                |              |               |                          |              |
| 01-61440     | WOODS LUMBER OF INDEPENDENCE,  |                                |              |               |                          |              |
| I-398338     |                                | LIFT RENTAL                    | 602.25       |               |                          |              |
| 6/05/2020    | AP                             | DUE: 7/05/2020 DISC: 7/05/2020 |              | 1099: N       |                          |              |
|              |                                | LIFT RENTAL                    |              | 800 5-030-448 | EQUIPMENT-RENTAL/SERVICE | 602.25       |
|              |                                | === VENDOR TOTALS ===          | 602.25       |               |                          |              |
|              |                                | === PACKET TOTALS ===          | 2,968,876.33 |               |                          |              |

**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**  
**20-12**

| <u><b>Date</b></u>   | <u><b>Amount</b></u>       |
|----------------------|----------------------------|
| June 14, 2020        | \$ 376,641.39              |
| <b>Total Payroll</b> | <hr/> <b>\$ 376,641.39</b> |

|  <b>CITY OF COFFEYVILLE<br/>BOARD OF COMMISSIONERS AGENDA ITEM</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <b>MEETING DATE</b>                                                                                                                                 | June 23, 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                     |
| <b>ORDINANCE NUMBER</b>                                                                                                                             | S-20-03                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                     |
| <b>AGENDA TITLE</b>                                                                                                                                 | AN ORDINANCE TO ALLOW ALCOHOL TO BE SERVED ON THE WEST 100 BLOCK OF 9 <sup>TH</sup> STREET DURING THE COFFEYVILLE CHAMBER OF COMMERCE'S 'HOPS AROUND TOWN – BEER FESTIVAL' EVENT ON OCTOBER 10, 2020                                                                                                                                                                                                                                                                                                                                                                                |                                                                     |
| <b>REQUESTING DEPARTMENT</b>                                                                                                                        | City Clerk / Legal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                     |
| <b>PRESENTER</b>                                                                                                                                    | City Clerk / City Attorney                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                     |
| <b>FISCAL INFORMATION</b>                                                                                                                           | Cost as recommended:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | None                                                                |
|                                                                                                                                                     | Budget Line Item:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | N/A                                                                 |
|                                                                                                                                                     | Balance Available                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | N/A                                                                 |
|                                                                                                                                                     | New Appropriation Required:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>PURPOSE</b>                                                                                                                                      | Allow alcohol to be served and consumed on 9 <sup>th</sup> Street during Chamber-sponsored event                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                     |
| <b>BACKGROUND / ANALYSIS</b>                                                                                                                        | <p>The Chamber has requested to allow the serving and consumption of beer and wine during an event on October 10, 2020, subject to parameters set forth in the event description submitted by Candi Westbrook, Executive Director. The City Code prohibits the consumption of alcohol on public property, subject to some exceptions. One exception is allowed for city-owned property, which has been exempted by the Commission, by Ordinance.</p> <p>This Ordinance would exempt 9<sup>th</sup> Street from the restriction on consumption of alcohol during the event only.</p> |                                                                     |

|                                           |                                                                                                 |
|-------------------------------------------|-------------------------------------------------------------------------------------------------|
| <b>SPECIAL NOTES</b>                      | None                                                                                            |
| <b>PUBLIC INFORMATION PROCESS</b>         | The Ordinance will be considered at a public meeting. Two readings are required before passage. |
| <b>BOARD OR COMMISSION RECOMMENDATION</b> |                                                                                                 |
| <b>STAFF RECOMMENDATION</b>               | Deferred to City Commission                                                                     |
| <b>REFERENCE DOCUMENTS ATTACHED</b>       | Letter from the Chamber, Code Section 4-31 and K.S.A. 41-719                                    |

**ORDINANCE NO. S-20-03**

**AN ORDINANCE TO ALLOW ALCOHOL TO BE SERVED ON THE WEST 100 BLOCK OF 9<sup>TH</sup> STREET DURING THE COFFEYVILLE AREA CHAMBER OF COMMERCE'S 'HOPS AROUND TOWN – BEER FESTIVAL' EVENT.**

WHEREAS, the Coffeyville Area Chamber of Commerce plans to host a 'Hops Around Town – Beer Festival' event on October 10, 2020; and

WHEREAS, Section 4-31(e) of the Code of Ordinances generally prohibits the consumption of alcohol on public property, subject to exceptions for property exempted from the ordinance pursuant to K.S.A. 41-719(d), (e), or (f); and

WHEREAS, K.S.A. 41-719(e) allows a city to exempt specific property from the prohibition, title of which is vested in the city.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Coffeyville, Kansas, that the West 100 block of 9<sup>th</sup> Street shall be and is hereby exempted from Section 4-31(e) of the Code of Ordinances during the aforementioned event, subject to the parameters set forth the Chamber's letter. The effective date/time of the exemption shall be October 10, 2020, commencing at 12:00 P.M. and ending at 9:00 P.M.

PASSED AND APPROVED by the Board of Commissioners of the City of Coffeyville, Kansas, this day 14<sup>th</sup> day of July 2020.

\_\_\_\_\_  
Paul Bauer, Mayor

Attest:

\_\_\_\_\_  
Melissa Carter, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Paul Kritz, City Attorney



**Re: Request for Resolution**

Hops Around Town – Beer Festival  
October 10<sup>th</sup>, 2020

Dear Coffeyville Commissioners,

I am requesting a special resolution to allow for outdoor alcohol consumption in the 100 block of 9<sup>th</sup> street between the hours of 10am & 10pm. On October 10<sup>th</sup>, we will host a beer festival. Microbreweries & wineries from the state will come and provide samples for ticket holders. During the festival, we will host a corn hole tournament, live music, vendors, food trucks and other small activities for entertainment. Along with providing a community event for adults, this will bring direct sales to our downtown businesses as well as other businesses in the community from the visitors.

The following parameters have been set up to ensure it is a safe, secure and fun event for our community:

- Alcohol will not be sold by the breweries (they will only be giving samples) as per their license and state requirements
- Consumption will only be allowed in the designated area on 9<sup>th</sup> street
- Will work to secure security through MG Sheriff Reserve to monitor both street entrances
- Only ticket holders will be allowed to participate in the taste testing. They will be required to show ID at check in.
- Set up & take down will be at 11am-10pm. Breweries will have samples from 2-6 with potential local beer sold during the off times.

Attached is the special event application with map submitted to the city for approval. Please let know if you need additional information or have any questions. Thank you for your consideration!

Sincerely,

Candi Westbrook  
Executive Director, Chamber

Coffeyville Chamber of Commerce  
P.O. Box 457  
Coffeyville, KS 67337

Sec. 4-31. - Consumption generally.

(a) No person shall drink or consume alcoholic liquor on the public streets, alleys, roads or highways, or inside vehicles while on the public streets, alleys, roads or highways; provided, however, that alcoholic liquor may be consumed at a special event held on public streets, alleys, roads, sidewalks or highways when a temporary permit has been issued pursuant to K.S.A. 41-2645, and amendments thereto, for such special event. Such special event must be approved, by ordinance or resolution, by the board of commissioners. No alcoholic liquor may be consumed inside vehicles while on public streets, alleys, roads or highways at any such special event. No person shall remove any alcoholic liquor from inside the boundaries of a special event as designated by the board of commissioners. The boundaries of such special event shall be clearly marked by signs, a posted map or other means which reasonably identify the area in which alcoholic liquor may be possessed or consumed at such special event.

(b) No person shall drink or consume alcoholic liquor on private property except:

(1) On premises where the sale of liquor by the individual drink is authorized by the Club and Drinking Establishment Act;

(2) Upon private property by a person occupying such property as an owner or lessee of an owner and by the guests of such person, if no charge is made for the serving or mixing of any drink of alcoholic liquor or for any substance mixed with any alcoholic liquor and if no sale of alcoholic liquor in violation of K.S.A. 41-803 and amendments thereto takes place;

(3) In a lodging room of any hotel, motel or boardinghouse by the person occupying such room and by the guests of such person, if no charge is made for the serving or mixing of any drink or drinks of alcoholic liquor or for any substance mixed with any alcoholic liquor and if no sale of alcoholic liquor in violation of K.S.A. 41-803 and amendments thereto takes place;

(4) In a private dining room of a hotel, motel or restaurant, if the dining room is rented or made available on a special occasion to an individual or organization for a private party and if no sale of alcoholic liquor in violation of K.S.A. 41-803 and amendments thereto takes place; or

(5) On the premises of a microbrewery or farm winery, if authorized by K.S.A. 41-305, 41-308a, 41-308b, or 41-354, and amendments thereto.

(c) No person shall drink or consume alcoholic liquor on public property except:

(1) On real property leased by a city to others under the provisions of K.S.A. 12-1740 through 12-1749, and amendments thereto, if such real property is actually being used for hotel or motel purposes or purposes incidental thereto.

(2) In any state owned or operated building or structure, and on the surrounding premises, which is furnished to and occupied by any state officer or employee as a residence.

(3) On premises licensed as a club or drinking establishment and located on property owned or operated by an airport authority created pursuant to K.S.A. 27-311 et seq.

(4) On property exempted from this subsection pursuant to K.S.A. 41-719(d), (e), or (f).

(d) Any person violating the provisions of this section shall, upon conviction thereof, be punished by a fine of not less than \$50.00 nor more than \$200.00, or by imprisonment for not more than six months, or by both such fine and imprisonment.

(Code 1965, § 4-206; Code 1977, § 4-24; Ord. No. G-92-04, § 1(4-24), 3-9-1992)

**State Law reference** — Similar provision, K.S.A. 41-719.

**K.S.A. 41-719. Consumption of alcoholic liquor prohibited in certain places; exemptions.** (a)

(1) Except as otherwise provided herein and in K.S.A. [8-1599](#), and amendments thereto, no person shall drink or consume alcoholic liquor on the public streets, alleys, roads or highways or inside vehicles while on the public streets, alleys, roads or highways.

(2) Alcoholic liquor may be consumed at a special event or catered event held on public streets, alleys, roads, sidewalks or highways when a temporary permit has been issued pursuant to K.S.A. [41-2645](#), and amendments thereto, for such special event or when the caterer's licensee has provided the required notification pursuant to K.S.A. [41-2643](#), and amendments thereto. Any special event must be approved, by ordinance or resolution, by the local governing body of any city, county or township where such special event is being held. No alcoholic liquor may be consumed inside vehicles while on public streets, alleys, roads or highways at any special event or catered event.

(3) No person shall remove any alcoholic liquor from inside the boundaries of a special event as designated by the governing body of any city, county or township, or the boundaries of the catered event. The boundaries of a special event shall be clearly marked by signs, a posted map or other means which reasonably identify the area in which alcoholic liquor may be possessed or consumed at such special event.

(4) No person shall possess or consume alcoholic liquor inside the premises licensed as a special event that was not sold or provided by the licensee holding the temporary permit for such special event.

(b) Alcoholic liquor may be consumed within common consumption areas designated by a city or county on public streets, alleys, roads, sidewalks or highways pursuant to K.S.A. 2018 Supp. [41-2659](#), and amendments thereto, except that no alcoholic liquor may be consumed inside vehicles while on public streets, alleys, roads or highways within a common consumption area. Further, no person shall remove any alcoholic liquor from inside the boundaries of the common consumption area which shall be clearly designated by a physical barrier.

(c) No person shall drink or consume alcoholic liquor on private property except:

(1) On premises where the sale of liquor by the individual drink is authorized by the club and drinking establishment act;

(2) upon private property by a person occupying such property as an owner or lessee of an owner and by the guests of such person, if no charge is made for the serving or mixing of any drink or drinks of alcoholic liquor or for any substance mixed with any alcoholic liquor and if no sale of alcoholic liquor in violation of K.S.A. [41-803](#), and amendments thereto, takes place;

(3) in a lodging room of any hotel, motel or boarding house by the person occupying such room and by the guests of such person, if no charge is made for the serving or mixing of any drink or drinks of alcoholic liquor or for any substance mixed with any alcoholic liquor and if no sale of alcoholic liquor in violation of K.S.A. [41-803](#), and amendments thereto, takes place;

(4) in a private dining room of a hotel, motel or restaurant, if the dining room is rented or made available on a special occasion to an individual or organization for a private party and if no sale of alcoholic liquor in violation of K.S.A. [41-803](#), and amendments thereto, takes place;

(5) on the premises of a manufacturer, microbrewery, microdistillery or farm winery, if authorized by K.S.A. [41-305](#), [41-308a](#), [41-308b](#) or K.S.A. 2018 Supp. [41-354](#), and amendments thereto;

(6) on the premises of an unlicensed business as authorized pursuant to subsection (j); or

(7) within a common consumption area established pursuant to K.S.A. 2018 Supp. [41-2659](#), and amendments thereto.

(d) **No person shall drink or consume alcoholic liquor on public property except:**

(1) On real property leased by a city to others under the provisions of K.S.A. [12-1740](#) through [12-1749](#), and amendments thereto, if such real property is actually being used for hotel or motel purposes or purposes incidental thereto.

(2) In any state-owned or operated building or structure, and on the surrounding premises, which is furnished to and occupied by any state officer or employee as a residence.



(3) On premises licensed as a club or drinking establishment and located on property owned or operated by an airport authority created pursuant to chapter 27 of the Kansas Statutes Annotated, and amendments thereto, or established by a city.

(4) On the state fair grounds on the day of any race held thereon pursuant to the Kansas parimutuel racing act.

(5) On the state fairgrounds, if: (A) The alcoholic liquor is domestic beer or wine or wine imported under K.S.A. [41-308a\(e\)](#), and amendments thereto, and is consumed only for purposes of judging competitions; (B) the alcoholic liquor is wine or beer and is sold and consumed during the days of the Kansas state fair on premises leased by the state fair board to a person who holds a temporary permit issued pursuant to K.S.A. [41-2645](#), and amendments thereto, authorizing the sale and serving of such wine or beer, or both; or (C) the alcoholic liquor is consumed on nonfair days in conjunction with bona fide scheduled events involving not less than 75 invited guests and the state fair board, in its discretion, authorizes the consumption of the alcoholic liquor, subject to any conditions or restrictions the board may require.

(6) In the state historical museum provided for by K.S.A. [76-2036](#), and amendments thereto, on the surrounding premises and in any other building on such premises, as authorized by rules and regulations of the state historical society.

(7) On the premises of any state-owned historic site under the jurisdiction and supervision of the state historical society, on the surrounding premises and in any other building on such premises, as authorized by rules and regulations of the state historical society.

(8) In a lake resort within the meaning of K.S.A. [32-867](#), and amendments thereto, on state-owned or leased property.

(9) On the premises of any Kansas national guard regional training center or armory, and any building on such premises, as authorized by rules and regulations of the adjutant general and upon approval of the Kansas military board.

(10) On the premises of any land or waters owned or managed by the department of wildlife, parks and tourism, except as otherwise prohibited by rules and regulations of the department adopted by the secretary pursuant to K.S.A. [32-805](#), and amendments thereto.

(11) On property exempted from this subsection pursuant to subsection (e), (f), (g), (h) or (i).

(12) On the premises of the state capitol building or on its surrounding premises during an official state function of a nonpartisan nature that has been approved by the legislative coordinating council.

(13) On premises of a common consumption area established by K.S.A. 2018 Supp. [41-2659](#), and amendments thereto.

(e) Any city may exempt, by ordinance, from the provisions of subsection (d) specified property the title of which is vested in such city.

(f) The board of county commissioners of any county may exempt, by resolution, from the provisions of subsection (d) specified property the title of which is vested in such county.

(g) The state board of regents may exempt from the provisions of subsection (d) the Sternberg museum on the campus of Fort Hays state university, or other specified property which is under the control of such board and which is not used for classroom instruction, where alcoholic liquor may be consumed in accordance with policies adopted by such board.

(h) The board of regents of Washburn university may exempt from the provisions of subsection (d) the Mulvane art center and the Bradbury Thompson alumni center on the campus of Washburn university, and other specified property the title of which is vested in such board and which is not used for classroom instruction, where alcoholic liquor may be consumed in accordance with policies adopted by such board.

(i) The board of trustees of a community college may exempt from the provisions of subsection (d) specified property which is under the control of such board and which is not used for classroom

instruction, where alcoholic liquor may be consumed in accordance with policies adopted by such board.

(j) (1) An unlicensed business may authorize patrons or guests of such business to consume alcoholic liquor on the premises of such business provided:

(A) Such alcoholic liquor is in the personal possession of the patron and is not sold, offered for sale or given away by the owner of such business or any employees thereof;

(B) possession and consumption of alcoholic liquor shall not be authorized between the hours of 12 a.m. and 9 a.m.;

(C) the business, or any owner thereof, shall not have had a license issued under either the Kansas liquor control act or the club and drinking establishment act revoked for any reason; and

(D) no charge of any sort may be made by the business for the privilege of possessing or consuming alcoholic liquor on the premises, or for mere entry onto the premises.

(2) It shall be a violation of this section for any unlicensed business to authorize the possession or consumption of alcoholic liquor by a patron of such business when such authorization is not in accordance with the provisions of this subsection.

(3) For the purposes of this subsection, "patron" means a natural person who is a customer or guest of an unlicensed business.

(k) Violation of any provision of this section is a misdemeanor punishable by a fine of not less than \$50 or more than \$200 or by imprisonment for not more than six months, or both.

(l) For the purposes of this section: (1) "Special event" means a picnic, bazaar, festival or other similar community gathering, which has been approved by the local governing body of any city, county or township; and

(2) "common consumption area" has the meaning as defined in K.S.A. 2018 Supp. [41-2659](#), and amendments thereto.

**History:** L. 1949, ch. 242, § 82; L. 1968, ch. 35, § 1; L. 1969, ch. 242, § 1; L. 1971, ch. 175, § 1; L. 1975, ch. 251, § 1; L. 1979, ch. 153, § 13; L. 1981, ch. 200, § 1; L. 1987, ch. 182, § 54; L. 1988, ch. 165, § 3; L. 1990, ch. 180, § 2; L. 1991, ch. 143, § 1; L. 1992, ch. 269, § 1; L. 1995, ch. 59, § 1; L. 1998, ch. 92, § 8; L. 1998, ch. 191, § 4; L. 1999, ch. 153, § 2; L. 2000, ch. 166, § 3; L. 2002, ch. 139, § 1; L. 2005, ch. 201, § 11; L. 2006, ch. 206, § 1; L. 2008, ch. 126, § 7; L. 2009, ch. 114, § 9; L. 2012, ch. 144, § 28; L. 2012, ch. 144, § 29; L. 2015, ch. 82, § 17; L. 2017, ch. 85, § 2; July 1.

|                                                                                                                                                           |                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <b>CITY OF COFFEYVILLE</b><br><b>BOARD OF COMMISSIONERS AGENDA ITEM</b> |                                                                                                                                                                                                                                                |
| <b>MEETING DATE</b>                                                                                                                                       | 06/23/2020                                                                                                                                                                                                                                     |
| <b>RESOLUTION OR ORDINANCE NUMBER</b>                                                                                                                     | R-20-38                                                                                                                                                                                                                                        |
| <b>AGENDA TITLE</b>                                                                                                                                       | Approve the grant agreement for the FAA CARES Act Grant                                                                                                                                                                                        |
| <b>REQUESTING DEPARTMENT</b>                                                                                                                              | Engineering                                                                                                                                                                                                                                    |
| <b>PRESENTER</b>                                                                                                                                          | Thomas Osborn – Superintendent of Engineering                                                                                                                                                                                                  |
| <b>FISCAL INFORMATION</b>                                                                                                                                 | <b>Cost as recommended:</b> (\$30,000.00)                                                                                                                                                                                                      |
|                                                                                                                                                           | <b>Budget Line Item:</b> N/A                                                                                                                                                                                                                   |
|                                                                                                                                                           | <b>Balance Available</b> N/A                                                                                                                                                                                                                   |
|                                                                                                                                                           | <b>New Appropriation Required:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                         |
| <b>PURPOSE</b>                                                                                                                                            | To Approve the FAA CARES Act Grant                                                                                                                                                                                                             |
| <b>BACKGROUND</b>                                                                                                                                         | This grant is a part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act signed into law on March 27 <sup>th</sup> , 2020. Airport sponsors may use these funds for any purpose for which airport revenues may be lawfully used. |
| <b>SPECIAL NOTES</b>                                                                                                                                      |                                                                                                                                                                                                                                                |
| <b>ANALYSIS</b>                                                                                                                                           |                                                                                                                                                                                                                                                |
| <b>PUBLIC INFORMATION PROCESS</b>                                                                                                                         |                                                                                                                                                                                                                                                |
| <b>BOARD OR COMMISSION RECOMMENDATION</b>                                                                                                                 |                                                                                                                                                                                                                                                |
| <b>STAFF RECOMMENDATION</b>                                                                                                                               | Staff recommends approval of the CARES Act Grant Offer, Grant No. 3-20-0011-020-2020 for Coffeyville Municipal Airport                                                                                                                         |
| <b>REFERENCE DOCUMENTS ATTACHED</b>                                                                                                                       | CFV-CEG-3-20-0011-020-2020-Grant Agreement - unsigned.pdf; Res-Cares Act Grant.doc                                                                                                                                                             |

**RESOLUTION NO. R-20-38**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH THE  
FAA FOR THE CARES ACT GRANT.**

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor and City Attorney be and are hereby authorized to and directed to execute grant agreement 3-20-0011-020-2020 with the FAA for the CARES Act Grant in the amount of \$30,000.00

ADOPTED THIS 23<sup>th</sup> DAY OF June 2020.

---

Paul Bauer , Mayor

ATTEST:

---

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Paul Kritz, City Attorney



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

Airports Division  
Central Region  
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600  
901 Locust  
Kansas City, MO 64106

May 28, 2020

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

Dear Mr. Osborn:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-20-0011-020-2020 for Coffeyville Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

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

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 29th**, in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be automatically routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, the FAA will email a copy of the executed grant to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice, and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

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

Once you have drawn down all funds and uploaded the required documents to Delphi, please email me to close the grant. I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Jason Knipp  
Kansas State Planner



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## CARES ACT AIRPORT GRANT AGREEMENT

### PART I – OFFER

Federal Award Offer Date

Airport/Planning Area

**Coffeyville Municipal**

CARES Grant Number

**3-20-0011-020-2020**

Unique Entity Identifier

**045253143**

TO: **City of Coffeyville**

(herein called the "Sponsor")

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

**WHEREAS**, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated **May 26, 2020**, for a grant of Federal funds at or associated with the **Coffeyville Municipal Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the **Coffeyville Municipal Airport** (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to **Coffeyville Municipal** incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

**NOW THEREFORE**, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public

from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

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

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$30,000.00.**
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before **June 29th, 2020**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or



other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/> . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - A. Verify the non-federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

**18. Ban on Texting While Driving.**

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

**19. Trafficking in Persons.**

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not —
  1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  2. Procure a commercial sex act during the period of time that the award is in effect; or
  3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
  1. Is determined to have violated a prohibition in paragraph A of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—
    - a. Associated with performance under this award; or
    - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
  3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.

4. Our right to terminate unilaterally that is described in paragraph A of this section:
  - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

**20. Employee Protection from Reprisal.**

- A. Prohibition of Reprisals –
  1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
    - a. Gross mismanagement of a Federal grant;
    - b. Gross waste of Federal funds;
    - c. An abuse of authority relating to implementation or use of Federal funds;
    - d. A substantial and specific danger to public health or safety; or
    - e. A violation of law, rule, or regulation related to a Federal grant.
  2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
    - a. A member of Congress or a representative of a committee of Congress;
    - b. An Inspector General;
    - c. The Government Accountability Office;
    - d. A Federal office or employee responsible for oversight of a grant program;
    - e. A court or grand jury;
    - f. A management office of the grantee or subgrantee; or
    - g. A Federal or State regulatory enforcement agency.
  3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
  6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

## SPECIAL CONDITIONS

22. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
  - A. House and maintain the equipment in a state of operational readiness on and for the airport;
  - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
  - C. Restrict the vehicle to on-airport use only;
  - D. Restrict the vehicle to the use for which it was intended; and
  - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
23. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
24. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
  - A. House and maintain the vehicle in a state of operational readiness for the airport;
  - B. Provide the necessary staffing and training to maintain and operate the vehicle;
  - C. Restrict the vehicle to airport use only;
  - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
  - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
  - F. Submit a copy of the executed agreement to the FAA.
25. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
26. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
27. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
  - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
  - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
  - C. The utilities must serve a purpose directly related to the Airport.

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

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

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

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*(Signature)*

**Jim A. Johnson**

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*(Typed Name)*

**Director, Central Region Airports Division**

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*(Title of FAA Official)*

**PART II - ACCEPTANCE**

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

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

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

Dated \_\_\_\_\_

\_\_\_\_\_  
**City of Coffeyville**

*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:**

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Kansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic

communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

## CARES ACT ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

#### B. Sponsor Certification.

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

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

#### FEDERAL LEGISLATION

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- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. f01, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.



- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.

- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

#### **SPECIFIC ASSURANCES**

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

##### **1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

##### **2. Responsibility and Authority of the Sponsor.**

###### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

###### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

##### **3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

##### **4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

**5. Accounting System, Audit, and Record Keeping Requirements.**

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

**6. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

**7. Airport Revenues.**

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned

or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

#### **8. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **9. Civil Rights.**

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

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

##### **b. Applicability**

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

##### **c. Duration.**

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

1. So long as the airport is used as an airport, or for another purpose involving the

provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

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

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

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

**10. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**11. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

|                                                                                   |                                                                                                                                    |                                                                     |  |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|--|
|  |                                                                                                                                    | <b>CITY OF COFFEYVILLE<br/>BOARD OF COMMISSIONERS AGENDA ITEM</b>   |  |
| <b>MEETING DATE</b>                                                               | 06/23/2020                                                                                                                         |                                                                     |  |
| <b>RESOLUTION OR<br/>ORDINANCE NUMBER</b>                                         | R-20-39                                                                                                                            |                                                                     |  |
| <b>AGENDA TITLE</b>                                                               | Award construction contract for the 2020 Intersection & Drainage Improvements Project                                              |                                                                     |  |
| <b>REQUESTING<br/>DEPARTMENT</b>                                                  | Engineering                                                                                                                        |                                                                     |  |
| <b>PRESENTER</b>                                                                  | Thomas Osborn – Superintendent of Engineering                                                                                      |                                                                     |  |
| <b>FISCAL INFORMATION</b>                                                         | <b>Cost as recommended:</b>                                                                                                        | \$412015.51                                                         |  |
|                                                                                   | <b>Budget Line Item:</b>                                                                                                           | 520-5-220-868                                                       |  |
|                                                                                   | <b>Balance Available</b>                                                                                                           | N/A                                                                 |  |
|                                                                                   | <b>New Appropriation<br/>Required:</b>                                                                                             | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |  |
| <b>PURPOSE</b>                                                                    | Award a construction contract to R.I.C. Construction for the construction of the 2020 Intersection & Drainage Improvement Project. |                                                                     |  |

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                        |                            |                             |                         |                           |                  |                          |              |                     |              |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|----------------------------|-----------------------------|-------------------------|---------------------------|------------------|--------------------------|--------------|---------------------|--------------|
| <b>BACKGROUND</b>                         | <p>On June, 4<sup>th</sup> 2020 the city received bids for construction of the 2020 Intersection and Drainage Improvement Project.</p> <p>This project is for the reconstruction of the following intersections.</p> <table data-bbox="667 472 1268 611"> <tr> <td>1<sup>st</sup> &amp; Ohio</td><td>1<sup>st</sup> &amp; Parkview</td></tr> <tr> <td>1<sup>st</sup> &amp; Roosevelt</td><td>3<sup>rd</sup> &amp; Grant</td></tr> <tr> <td>10<sup>th</sup> &amp; Camden</td><td>Kansas &amp; Pacific</td></tr> </table> <p>The City received two bids on this project.</p> <table data-bbox="667 772 1305 856"> <tr> <td>Jeff Graham Construction</td><td>\$433,832.50</td></tr> <tr> <td>R.I.C. Construction</td><td>\$412,015.51</td></tr> </table> <p>This totals includes the 3 add alternates, 2 for additional work at 1<sup>st</sup> &amp; Ohio and 1 for additional Storm water improvements at 1<sup>st</sup> and Roosevelt.</p> | 1 <sup>st</sup> & Ohio | 1 <sup>st</sup> & Parkview | 1 <sup>st</sup> & Roosevelt | 3 <sup>rd</sup> & Grant | 10 <sup>th</sup> & Camden | Kansas & Pacific | Jeff Graham Construction | \$433,832.50 | R.I.C. Construction | \$412,015.51 |
| 1 <sup>st</sup> & Ohio                    | 1 <sup>st</sup> & Parkview                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                        |                            |                             |                         |                           |                  |                          |              |                     |              |
| 1 <sup>st</sup> & Roosevelt               | 3 <sup>rd</sup> & Grant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                        |                            |                             |                         |                           |                  |                          |              |                     |              |
| 10 <sup>th</sup> & Camden                 | Kansas & Pacific                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                        |                            |                             |                         |                           |                  |                          |              |                     |              |
| Jeff Graham Construction                  | \$433,832.50                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                        |                            |                             |                         |                           |                  |                          |              |                     |              |
| R.I.C. Construction                       | \$412,015.51                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                        |                            |                             |                         |                           |                  |                          |              |                     |              |
| <b>SPECIAL NOTES</b>                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                        |                            |                             |                         |                           |                  |                          |              |                     |              |
| <b>ANALYSIS</b>                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                        |                            |                             |                         |                           |                  |                          |              |                     |              |
| <b>PUBLIC INFORMATION PROCESS</b>         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                        |                            |                             |                         |                           |                  |                          |              |                     |              |
| <b>BOARD OR COMMISSION RECOMMENDATION</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                        |                            |                             |                         |                           |                  |                          |              |                     |              |
| <b>STAFF RECOMMENDATION</b>               | <p>Staff recommends approval of a construction contract with R.I.C. Construction in the amount of \$412,015.51 for construction of the 2020 Intersection and Drainage Improvement Projects.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                        |                            |                             |                         |                           |                  |                          |              |                     |              |
| <b>REFERENCE DOCUMENTS ATTACHED</b>       | <p>Res. R-20-39 -Award-RIC Construction- 2020 Intersection &amp; Drainage Improvements.doc; Recommendation letter Watson - Shively.pdf; 2020-06-04_Totals.pdf; Tabulation of Bids, Coffeyville 6-4-2020.pdf</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                        |                            |                             |                         |                           |                  |                          |              |                     |              |



**RESOLUTION NO. R-20-39**

**A RESOLUTION TO AWARD A CONSTRUCTION CONTRACT TO R.I.C. CONSTRUCTION FOR THE 2020 INTERSECTION AND DRAINAGE IMPROVEMENT PROJECT.**

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 construction contract with R.I.C. Construction for construction of the 2020 Intersection & Drainage Improvement project in the amount of \$412,015.51.

ADOPTED THIS 23<sup>rd</sup> DAY OF JUNE 2020.

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Paul Bauer, Mayor

ATTEST:

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Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Paul Kritz, City Attorney



**ALLGEIER, MARTIN and ASSOCIATES, INC.**  
Consulting Engineers

June 5, 2020

Mr. Chuck Shively  
Director of Public Works  
City of Coffeyville  
102 West 7<sup>th</sup> Street  
Coffeyville, Kansas 67337

Re: Coffeyville, Kansas  
Intersection & Drainage Improvements 2020

Dear Mr. Shively:

We have reviewed the two (2) bids received June 4, 2020 for the construction of the referenced project, and subsequently prepared a tabulation of those bids. The totals on the enclosed Tabulation of Bids show the amounts of the submitted bids.

It is the recommendation of this office that the City award the contract to R.I.C. Construction. This recommendation is predicated upon the following:

1. R.I.C. Construction is the low responsive, responsible bidder, with a Base Bid in the amount of \$311,279.66.
2. The submitted bid is also below the engineer's estimate.
3. A review of the Company's experience indicates that they are capable of performing this type of construction.
4. A recent conversation with R.I.C. Construction suggests that they are comfortable with the submitted bid and the associated scope of work shown on the plans and as indicated by the contract documents and specifications.

If the City concurs with this recommendation, please sign each copy of this letter below where indicated and return one copy to this office. Upon receipt of this acknowledged letter, we will prepare the contract documents for execution and schedule a pre-construction conference.

If you have any questions, please call.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Blake Watson, P.E.  
Project Manager

Accepted,

CITY OF COFFEYVILLE, KS

\_\_\_\_\_  
Paul Bauer,  
Mayor

Enclosures

**Bid Tabulation**  
**Intersection and Drainage Improvements 2020**  
**Coffeyville, Kansas**

**BASE BID**

| Intersection                 | Project          | R.I.C. Construction  | Included In Construction |
|------------------------------|------------------|----------------------|--------------------------|
| 1                            | 1ST & OHIO       | \$ 67,737.08         | ✓                        |
| 2                            | 1ST & PARKVIEW   | \$ 29,091.58         | ✓                        |
| 3                            | 1ST & ROOSEVELT  | \$ 57,699.10         | ✓                        |
| 4                            | 3RD & GRANT      | \$ 84,950.33         | ✓                        |
| 5                            | 10TH & CAMDEN    | \$ 42,780.86         | ✓                        |
| 6                            | KANSAS & PACIFIC | \$ 29,020.71         | ✓                        |
| <b>TOTAL BASE BID AMOUNT</b> |                  | <b>\$ 311,279.66</b> | <b>\$ 311,279.66</b>     |

**ADDITIVE BID**

| Intersection                            | Project                      | R.I.C. Construction  | Included In Construction |
|-----------------------------------------|------------------------------|----------------------|--------------------------|
| 1A                                      | 1ST & OHIO (CURB AND GUTTER) | \$ 9,385.26          | ✓                        |
| 1B                                      | 1ST & OHIO (PAVEMENT)        | \$ 11,446.09         | ✓                        |
| 3A                                      | 1ST & ROOSEVELT              | \$ 79,904.50         | ✓                        |
| <b>TOTAL ADDITIVE BID AMOUNT</b>        |                              | <b>\$ 100,735.85</b> | <b>\$ -</b>              |
| <b>TOTAL BASE + ADDITIVE BID AMOUNT</b> |                              | <b>\$ 412,015.51</b> | <b>✓</b>                 |

\* Please indicate which additive bid options the City intends to include.

**Engineers Estimate + Bid Tabulation  
Intersection and Drainage Improvements 2020  
Coffeyville, Kansas**

**BASE BID**

6/4/2020

| Intersection                 | Project          | Engineers Estimate   | R.I.C. Construction  | J. Graham Construction |
|------------------------------|------------------|----------------------|----------------------|------------------------|
| 1                            | 1ST & OHIO       | \$ 86,547.00         | \$ 67,737.08         | \$ 70,565.50           |
| 2                            | 1ST & PARKVIEW   | \$ 36,480.00         | \$ 29,091.58         | \$ 29,696.00           |
| 3                            | 1ST & ROOSEVELT  | \$ 57,899.00         | \$ 57,699.10         | \$ 61,317.00           |
| 4                            | 3RD & GRANT      | \$ 107,380.00        | \$ 84,950.33         | \$ 87,748.00           |
| 5                            | 10TH & CAMDEN    | \$ 59,508.00         | \$ 42,780.86         | \$ 46,182.00           |
| 6                            | KANSAS & PACIFIC | \$ 39,096.00         | \$ 29,020.71         | \$ 31,977.50           |
| <b>TOTAL BASE BID AMOUNT</b> |                  | <b>\$ 386,910.00</b> | <b>\$ 311,279.66</b> | <b>\$ 327,486.00</b>   |

**ADDITIVE BID**

6/4/2020

| Intersection                            | Project                      | Engineers Estimate   | R.I.C. Construction  | J. Graham Construction |
|-----------------------------------------|------------------------------|----------------------|----------------------|------------------------|
| 1A                                      | 1ST & OHIO (CURB AND GUTTER) | \$ 10,475.00         | \$ 9,385.26          | \$ 10,820.00           |
| 1B                                      | 1ST & OHIO (PAVEMENT)        | \$ 13,843.00         | \$ 11,446.09         | \$ 12,862.00           |
| 3A                                      | 1ST & ROOSEVELT              | \$ 75,698.00         | \$ 79,904.50         | \$ 82,664.50           |
| <b>TOTAL ADDITIVE BID AMOUNT</b>        |                              | <b>\$ 100,016.00</b> | <b>\$ 100,735.85</b> | <b>\$ 106,346.50</b>   |
| <b>TOTAL BASE + ADDITIVE BID AMOUNT</b> |                              | <b>\$ 486,926.00</b> | <b>\$ 412,015.51</b> | <b>\$ 433,832.50</b>   |



ALLGEIER, MARTIN and ASSOCIATES, INC.  
Consulting Engineers

7231 E. 24th Street | Joplin, MO 64804 | 417.680.7200  
Branch Offices: Kansas City, Rolla and Springfield  
Tabulation of Bids

Project: Intersection and Drainage Improvements 2020  
Location: Coffeyville, KS  
Bid Date: June 4, 2020 2:00 PM  
Engineers: Blake Watson  
Engineers Estimate (Base Bid): \$386,910.00 (Additive Bid): \$100,016.00

**Bid Items Section 1 - 1st and Ohio**

| Item no.                          | Description                                                          | Unit | Quantity |
|-----------------------------------|----------------------------------------------------------------------|------|----------|
| 1                                 | Traffic Control                                                      | LS   | 1        |
| 2                                 | Removal of Existing Pavement                                         | SY   | 584      |
| 3                                 | Subgrade Excavation, Grading & Compaction                            | SY   | 589      |
| 4                                 | Aggregate Base (AB3) (6" Thick)                                      | SY   | 589      |
| 5                                 | Integral, 6" Concrete Curb (Includes variable height transition)     | LF   | 132      |
| 6                                 | PCCP (10" Thick)(Non-Reinforced)(Non-Dowel Jointed)                  | SY   | 473      |
| 7                                 | PCCP (10" Thick)(Non-Reinforced)(Non-Dowel Jointed)(Stamped/Stained) | SY   | 111      |
| 8                                 | Contractor Furnished Surveying & Staking                             | LS   | 1        |
| 9                                 | Finish Grading                                                       | LS   | 1        |
| 10                                | Landscaping                                                          | LS   | 1        |
| 1                                 | Mobilization                                                         | LS   | 1        |
| 12                                | All Remaining Misc. & Incidental Items for Perfect Completion        | LS   | 1        |
| <b>TOTAL BID AMOUNT SECTION 1</b> |                                                                      |      |          |

**R.I.C. CONSTRUCTION  
Coffeyville, MO**

| Unit Price  | Extended Total        |
|-------------|-----------------------|
| \$ 1,000.00 | \$ 1,000.00           |
| \$ 10.65    | \$ 6,219.60           |
| \$ 8.66     | \$ 5,100.74           |
| \$ 10.70    | \$ 6,302.30           |
| \$ 23.00    | \$ 3,036.00           |
| \$ 62.78    | \$ 29,694.94          |
| \$ 98.50    | \$ 10,933.50          |
| \$ 1,000.00 | \$ 1,000.00           |
| \$ 1,100.00 | \$ 1,100.00           |
| \$ 1,100.00 | \$ 1,100.00           |
| \$ 500.00   | \$ 500.00             |
| \$ 1,750.00 | \$ 1,750.00           |
|             | <b>\$ 67,737.08 *</b> |

**J. GRAHAM CONSTRUCTION  
Coffeyville, KS**

| Unit Price  | Extended Total      |
|-------------|---------------------|
| \$ 1,200.00 | \$ 1,200.00         |
| \$ 10.00    | \$ 5,840.00         |
| \$ 9.00     | \$ 5,301.00         |
| \$ 10.50    | \$ 6,184.50         |
| \$ 30.00    | \$ 3,960.00         |
| \$ 65.00    | \$ 30,745.00        |
| \$ 85.00    | \$ 9,435.00         |
| \$ 1,500.00 | \$ 1,500.00         |
| \$ 1,500.00 | \$ 1,500.00         |
| \$ 1,200.00 | \$ 1,200.00         |
| \$ 2,500.00 | \$ 2,500.00         |
| \$ 1,200.00 | \$ 1,200.00         |
|             | <b>\$ 70,565.50</b> |

**Additive Bid Section 1A - 1st and Ohio (Curb and Gutter)**

| Item no.                                    | Description                                                      | Unit | Quantity |
|---------------------------------------------|------------------------------------------------------------------|------|----------|
| 1                                           | Removal of Existing Pavement                                     | SY   | 42       |
| 2                                           | Subgrade Excavation, Grading & Compaction                        | SY   | 50       |
| 3                                           | Aggregate Base (AB3) (6" Thick)                                  | SY   | 50       |
| 4                                           | Integral, 6" Concrete Curb (Includes variable height transition) | LF   | 151      |
| 5                                           | PCCP (10" Thick)(Reinforced)(Non-Dowel Jointed)                  | SY   | 42       |
| 6                                           | Contractor Furnished Surveying & Staking                         | LS   | 1        |
| 7                                           | Finish Grading                                                   | LS   | 1        |
| 8                                           | Landscaping                                                      | LS   | 1        |
| <b>TOTAL ADDITIVE BID AMOUNT SECTION 1A</b> |                                                                  |      |          |

| Unit Price | Total              |
|------------|--------------------|
| \$ 15.00   | \$ 630.00          |
| \$ 12.60   | \$ 630.00          |
| \$ 13.23   | \$ 661.50          |
| \$ 27.00   | \$ 4,077.00        |
| \$ 62.78   | \$ 2,636.76        |
| \$ 200.00  | \$ 200.00          |
| \$ 275.00  | \$ 275.00          |
| \$ 275.00  | \$ 275.00          |
|            | <b>\$ 9,385.26</b> |

| Unit Price | Total               |
|------------|---------------------|
| \$ 15.00   | \$ 630.00           |
| \$ 13.00   | \$ 650.00           |
| \$ 12.00   | \$ 600.00           |
| \$ 30.00   | \$ 4,530.00         |
| \$ 80.00   | \$ 3,360.00         |
| \$ 250.00  | \$ 250.00           |
| \$ 500.00  | \$ 500.00           |
| \$ 300.00  | \$ 300.00           |
|            | <b>\$ 10,820.00</b> |

**Additive Bid Section 1B - 1st and Ohio (Pavement)**

| Item No.                                    | Description                                      | Unit | Quantity |
|---------------------------------------------|--------------------------------------------------|------|----------|
| 1                                           | Removal of Existing Pavement                     | SY   | 109      |
| 2                                           | Subgrade Excavation, Grading & Compaction        | SY   | 109      |
| 3                                           | Aggregate Base (AB3) (6" Thick)                  | SY   | 109      |
| 4                                           | PCCP (10" Thick) (Reinforced)(Non-Dowel Jointed) | SY   | 109      |
| <b>TOTAL ADDITIVE BID AMOUNT SECTION 1B</b> |                                                  |      |          |

| Unit Price | Total               |
|------------|---------------------|
| \$ 16.00   | \$ 1,744.00         |
| \$ 12.60   | \$ 1,373.40         |
| \$ 13.63   | \$ 1,485.67         |
| \$ 62.78   | \$ 6,843.02         |
|            | <b>\$ 11,446.09</b> |

| Unit Price | Total               |
|------------|---------------------|
| \$ 13.00   | \$ 1,417.00         |
| \$ 13.00   | \$ 1,417.00         |
| \$ 12.00   | \$ 1,308.00         |
| \$ 80.00   | \$ 8,720.00         |
|            | <b>\$ 12,862.00</b> |

**Bid Items Section 2 - 1st and Parkview**

| Item no.                          | Description                                                              | Unit | Quantity |
|-----------------------------------|--------------------------------------------------------------------------|------|----------|
| 1                                 | Traffic Control                                                          | LS   | 1        |
| 2                                 | Removal of Existing Pavement                                             | SY   | 151      |
| 3                                 | Removal of Existing Sidewalk                                             | SY   | 12       |
| 4                                 | Subgrade Excavation, Grading & Compaction                                | SY   | 173      |
| 5                                 | Aggregate Base (AB3) (6" Thick)                                          | SY   | 159      |
| 6                                 | Aggregate Base (AB3) (4" Thick)                                          | SY   | 14       |
| 7                                 | Integral, 6" Concrete Curb (Includes variable height transition)         | LF   | 160      |
| 8                                 | PCCP (10" Thick)(Non-Reinforced)(Non-Dowel Jointed)                      | SY   | 122      |
| 9                                 | PCCP (10" Thick)(Non-Reinforced)(Non-Dowel Jointed)<br>(Stamped/Stained) | SY   | 29       |
| 10                                | Concrete Sidewalk (4" Thick)                                             | SY   | 9        |
| 11                                | ADA Ramps                                                                | SY   | 4        |
| 12                                | Contractor Furnished Surveying & Staking                                 | LS   | 1        |
| 13                                | Finish Grading                                                           | LS   | 1        |
| 14                                | Landscaping                                                              | LS   | 1        |
| 15                                | Mobilization                                                             | LS   | 1        |
| 16                                | 3-inch Fiber Optic Conduit                                               | LF   | 57       |
| 17                                | All Remaining Misc. & Incidental Items for Perfect Completion            | LS   | 1        |
| <b>TOTAL BID AMOUNT SECTION 2</b> |                                                                          |      |          |

| Unit Price          | Total       |
|---------------------|-------------|
| \$ 1,000.00         | \$ 1,000.00 |
| \$ 16.00            | \$ 2,416.00 |
| \$ 16.00            | \$ 192.00   |
| \$ 12.60            | \$ 2,179.80 |
| \$ 14.19            | \$ 2,256.21 |
| \$ 12.25            | \$ 171.50   |
| \$ 23.00            | \$ 3,680.00 |
| \$ 62.78            | \$ 7,659.16 |
| \$ 98.50            | \$ 2,856.50 |
| \$ 60.00            | \$ 540.00   |
| \$ 148.00           | \$ 592.00   |
| \$ 700.00           | \$ 700.00   |
| \$ 787.50           | \$ 787.50   |
| \$ 1,312.50         | \$ 1,312.50 |
| \$ 500.00           | \$ 500.00   |
| \$ 13.13            | \$ 748.41   |
| \$ 1,500.00         | \$ 1,500.00 |
| <b>\$ 29,091.58</b> |             |

| Unit Price          | Total       |
|---------------------|-------------|
| \$ 400.00           | \$ 400.00   |
| \$ 13.00            | \$ 1,963.00 |
| \$ 20.00            | \$ 240.00   |
| \$ 13.00            | \$ 2,249.00 |
| \$ 12.00            | \$ 1,908.00 |
| \$ 10.00            | \$ 140.00   |
| \$ 30.00            | \$ 4,800.00 |
| \$ 70.00            | \$ 8,540.00 |
| \$ 85.00            | \$ 2,465.00 |
| \$ 50.00            | \$ 450.00   |
| \$ 200.00           | \$ 800.00   |
| \$ 500.00           | \$ 500.00   |
| \$ 1,000.00         | \$ 1,000.00 |
| \$ 1,500.00         | \$ 1,500.00 |
| \$ 1,000.00         | \$ 1,000.00 |
| \$ 13.00            | \$ 741.00   |
| \$ 1,000.00         | \$ 1,000.00 |
| <b>\$ 29,696.00</b> |             |

**Bid Items Section 3 - 1st and Roosevelt**

| Item no.                          | Description                                                      | Unit | Quantity |
|-----------------------------------|------------------------------------------------------------------|------|----------|
| 1                                 | Traffic Control                                                  | LS   | 1        |
| 2                                 | Clearing and Grubbing                                            | LS   | 1        |
| 3                                 | Removal of Existing Pavement                                     | SY   | 150      |
| 4                                 | Subgrade Excavation, Grading & Compaction                        | SY   | 162      |
| 5                                 | Aggregate Base (AB3) (6" Thick)                                  | SY   | 78       |
| 6                                 | Aggregate Base (AB3) (4" Thick)                                  | SY   | 84       |
| 7                                 | Integral, 6" Concrete Curb (Includes variable height transition) | LF   | 16       |
| 8                                 | PCCP (10" Thick) (Non-Reinforced) (Non-Dowel Jointed)            | SY   | 77       |
| 9                                 | Concrete Driveway (7" Thick)                                     | SY   | 77       |
| 10                                | Single 7'x4' Concrete Curb Inlet                                 | EA   | 2        |
| 11                                | 15-Inch Dia. Reinforced Concrete Pipe                            | LF   | 33       |
| 12                                | 18-Inch Dia. Reinforced Concrete Pipe                            | LF   | 159      |
| 13                                | Pipe Connections to Proposed Concrete Inlet                      | EA   | 1        |
| 14                                | Class 3 Riprap w/ Geotextile Fabric                              | CY   | 11       |
| 15                                | Ditch Grading                                                    | LF   | 211      |
| 16                                | Drainage Berm                                                    | LF   | 133      |
| 17                                | Contractor Furnished Surveying & Staking                         | LS   | 1        |
| 18                                | Finish Grading                                                   | LS   | 1        |
| 19                                | Landscaping                                                      | LS   | 1        |
| 20                                | Mobilization                                                     | LS   | 1        |
| 21                                | All Remaining Misc. & Incidental Items for Perfect Completion    | LS   | 1        |
| <b>TOTAL BID AMOUNT SECTION 3</b> |                                                                  |      |          |

| Unit Price          | Total        |
|---------------------|--------------|
| \$ 1,000.00         | \$ 1,000.00  |
| \$ 2,625.00         | \$ 2,625.00  |
| \$ 13.90            | \$ 2,085.00  |
| \$ 11.05            | \$ 1,790.10  |
| \$ 17.98            | \$ 1,402.44  |
| \$ 16.00            | \$ 1,344.00  |
| \$ 27.00            | \$ 432.00    |
| \$ 62.78            | \$ 4,834.06  |
| \$ 50.00            | \$ 3,850.00  |
| \$ 3,850.00         | \$ 7,700.00  |
| \$ 57.75            | \$ 1,905.75  |
| \$ 63.00            | \$ 10,017.00 |
| \$ 1,050.00         | \$ 1,050.00  |
| \$ 105.00           | \$ 1,155.00  |
| \$ 21.00            | \$ 4,431.00  |
| \$ 36.75            | \$ 4,887.75  |
| \$ 750.00           | \$ 750.00    |
| \$ 1,575.00         | \$ 1,575.00  |
| \$ 2,365.00         | \$ 2,365.00  |
| \$ 500.00           | \$ 500.00    |
| \$ 2,000.00         | \$ 2,000.00  |
| <b>\$ 57,699.10</b> |              |

| Unit Price          | Total        |
|---------------------|--------------|
| \$ 500.00           | \$ 500.00    |
| \$ 2,500.00         | \$ 2,500.00  |
| \$ 11.50            | \$ 1,725.00  |
| \$ 11.50            | \$ 1,863.00  |
| \$ 13.00            | \$ 1,014.00  |
| \$ 11.00            | \$ 924.00    |
| \$ 30.00            | \$ 480.00    |
| \$ 70.00            | \$ 5,390.00  |
| \$ 52.00            | \$ 4,004.00  |
| \$ 4,500.00         | \$ 9,000.00  |
| \$ 55.00            | \$ 1,815.00  |
| \$ 63.00            | \$ 10,017.00 |
| \$ 2,000.00         | \$ 2,000.00  |
| \$ 110.00           | \$ 1,210.00  |
| \$ 20.00            | \$ 4,220.00  |
| \$ 35.00            | \$ 4,655.00  |
| \$ 1,000.00         | \$ 1,000.00  |
| \$ 2,000.00         | \$ 2,000.00  |
| \$ 2,500.00         | \$ 2,500.00  |
| \$ 2,500.00         | \$ 2,500.00  |
| \$ 2,000.00         | \$ 2,000.00  |
| <b>\$ 61,317.00</b> |              |



**Additive Bid Section 3A - 1st and Roosevelt**

| Item no.                                    | Description                                                      | Unit | Quantity |
|---------------------------------------------|------------------------------------------------------------------|------|----------|
| 1                                           | Traffic Control                                                  | LS   | 1        |
| 2                                           | Removal of Existing Pavement                                     | SY   | 141      |
| 3                                           | Subgrade Excavation, Grading & Compaction                        | SY   | 156      |
| 4                                           | Aggregate Base (AB3) (6" Thick)                                  | SY   | 107      |
| 5                                           | Aggregate Base (AB3) (4" Thick)                                  | SY   | 49       |
| 6                                           | Integral, 6" Concrete Curb (Includes variable height transition) | LF   | 24       |
| 7                                           | PCCP (10" Thick) (Non-Reinforced) (Non-Dowel Jointed)            | SY   | 100      |
| 8                                           | Concrete Driveway (7" Thick)                                     | SY   | 45       |
| 9                                           | Double 7'x4' Concrete Curb Inlet                                 | EA   | 2        |
| 10                                          | 18-Inch Dia. Reinforced Concrete Pipe                            | LF   | 33       |
| 11                                          | 36-Inch Dia. Reinforced Concrete Pipe                            | LF   | 292      |
| 12                                          | Pipe Connections to Proposed Concrete Manhole                    | EA   | 1        |
| 13                                          | Contractor Furnished Surveying & Staking                         | LS   | 1        |
| 14                                          | Finish Grading                                                   | LS   | 1        |
| 15                                          | Landscaping                                                      | LS   | 1        |
| 16                                          | 3-inch Fiber Optic Conduit                                       | LF   | 38       |
| 17                                          | All Remaining Misc. & Incidental Items for Perfect Completion    | LS   | 1        |
| <b>TOTAL ADDITIVE BID AMOUNT SECTION 3A</b> |                                                                  |      |          |

| Unit Price  | Total               |
|-------------|---------------------|
| \$ 1,000.00 | \$ 1,000.00         |
| \$ 13.90    | \$ 1,959.90         |
| \$ 11.05    | \$ 1,723.80         |
| \$ 17.98    | \$ 1,923.86         |
| \$ 16.00    | \$ 784.00           |
| \$ 27.00    | \$ 648.00           |
| \$ 62.78    | \$ 6,278.00         |
| \$ 50.00    | \$ 2,250.00         |
| \$ 9,137.50 | \$ 18,275.00        |
| \$ 63.00    | \$ 2,079.00         |
| \$ 120.75   | \$ 35,259.00        |
| \$ 1,575.00 | \$ 1,575.00         |
| \$ 500.00   | \$ 500.00           |
| \$ 1,050.00 | \$ 1,050.00         |
| \$ 2,100.00 | \$ 2,100.00         |
| \$ 13.13    | \$ 498.94           |
| \$ 2,000.00 | \$ 2,000.00         |
|             | <b>\$ 79,904.50</b> |

| Unit Price   | Total               |
|--------------|---------------------|
| \$ 500.00    | \$ 500.00           |
| \$ 12.00     | \$ 1,692.00         |
| \$ 11.00     | \$ 1,716.00         |
| \$ 11.00     | \$ 1,177.00         |
| \$ 10.50     | \$ 514.50           |
| \$ 30.00     | \$ 720.00           |
| \$ 70.00     | \$ 7,000.00         |
| \$ 52.00     | \$ 2,340.00         |
| \$ 10,000.00 | \$ 20,000.00        |
| \$ 65.00     | \$ 2,145.00         |
| \$ 120.00    | \$ 35,040.00        |
| \$ 2,000.00  | \$ 2,000.00         |
| \$ 1,000.00  | \$ 1,000.00         |
| \$ 1,250.00  | \$ 1,250.00         |
| \$ 2,500.00  | \$ 2,500.00         |
| \$ 15.00     | \$ 570.00           |
| \$ 2,500.00  | \$ 2,500.00         |
|              | <b>\$ 82,664.50</b> |

**Bid Items Section 4 - 3rd and Grant**

| Item no.                          | Description                                                      | Unit | Quantity |
|-----------------------------------|------------------------------------------------------------------|------|----------|
| 1                                 | Traffic Control                                                  | LS   | 1        |
| 2                                 | Removal of Existing Pavement                                     | SY   | 634      |
| 3                                 | Removal of Existing Sidewalk                                     | SY   | 64       |
| 4                                 | Subgrade Excavation, Grading & Compaction                        | SY   | 752      |
| 5                                 | Aggregate Base (AB3) (6" thick)                                  | SY   | 643      |
| 6                                 | Aggregate Base (AB3) (4" Thick)                                  | SY   | 109      |
| 7                                 | Integral, 6" Concrete Curb (Includes variable height transition) | LF   | 228      |
| 8                                 | PCCP (10" Thick) (Non-Reinforced) (Non-Dowel Jointed)            | SY   | 634      |
| 9                                 | ADA Ramps                                                        | SY   | 52       |
| 10                                | Concrete Sidewalk (4" Thick)                                     | SY   | 43       |
| 11                                | Contractor Furnished Surveying & Staking                         | LS   | 1        |
| 12                                | Finish Grading                                                   | LS   | 1        |
| 13                                | Landscaping                                                      | LS   | 1        |
| 14                                | Mobilization                                                     | LS   | 1        |
| 15                                | 3-inch Fiber Optic Conduit                                       | LF   | 233      |
| 16                                | All Remaining Misc. & Incidental Items for Perfect Completion    | LS   | 1        |
| <b>TOTAL BID AMOUNT SECTION 4</b> |                                                                  |      |          |

| Unit Price  | Total               |
|-------------|---------------------|
| \$ 1,000.00 | \$ 1,000.00         |
| \$ 10.65    | \$ 6,752.10         |
| \$ 16.00    | \$ 1,024.00         |
| \$ 8.66     | \$ 6,512.32         |
| \$ 10.70    | \$ 6,880.10         |
| \$ 10.00    | \$ 1,090.00         |
| \$ 23.00    | \$ 5,244.00         |
| \$ 62.78    | \$ 39,802.52        |
| \$ 118.00   | \$ 6,136.00         |
| \$ 50.00    | \$ 2,150.00         |
| \$ 750.00   | \$ 750.00           |
| \$ 1,100.00 | \$ 1,100.00         |
| \$ 1,100.00 | \$ 1,100.00         |
| \$ 500.00   | \$ 500.00           |
| \$ 13.13    | \$ 3,059.29         |
| \$ 1,850.00 | \$ 1,850.00         |
|             | <b>\$ 84,950.33</b> |

| Unit Price  | Total               |
|-------------|---------------------|
| \$ 750.00   | \$ 750.00           |
| \$ 11.00    | \$ 6,974.00         |
| \$ 15.00    | \$ 960.00           |
| \$ 9.00     | \$ 6,768.00         |
| \$ 10.00    | \$ 6,430.00         |
| \$ 10.00    | \$ 1,090.00         |
| \$ 30.00    | \$ 6,840.00         |
| \$ 58.00    | \$ 36,772.00        |
| \$ 100.00   | \$ 5,200.00         |
| \$ 45.00    | \$ 1,935.00         |
| \$ 2,000.00 | \$ 2,000.00         |
| \$ 1,500.00 | \$ 1,500.00         |
| \$ 1,500.00 | \$ 1,500.00         |
| \$ 4,000.00 | \$ 4,000.00         |
| \$ 13.00    | \$ 3,029.00         |
| \$ 2,000.00 | \$ 2,000.00         |
|             | <b>\$ 87,748.00</b> |

**Bid Items Section 5 - 10th and Camden**

| Item no.                          | Description                                                      | Unit | Quantity |
|-----------------------------------|------------------------------------------------------------------|------|----------|
| 1                                 | Traffic Control                                                  | LS   | 1        |
| 2                                 | Removal of Existing Pavement                                     | SY   | 334      |
| 3                                 | Removal of Existing Sidewalk                                     | SY   | 19       |
| 4                                 | Subgrade Excavation, Grading & Compaction                        | SY   | 371      |
| 5                                 | Aggregate Base (AB3) (6" Thick)                                  | SY   | 338      |
| 6                                 | Aggregate Base (AB3) (4" Thick)                                  | SY   | 33       |
| 7                                 | Integral, 6" Concrete Curb (Includes variable height transition) | LF   | 91       |
| 8                                 | PCCP (10" Thick) (Non-Reinforced) (Non-Dowel Jointed)            | SY   | 334      |
| 9                                 | ADA Ramps                                                        | SY   | 11       |
| 10                                | Concrete Sidewalk (4" Thick)                                     | SY   | 17       |
| 11                                | Contractor Furnished Surveying & Staking                         | LS   | 1        |
| 12                                | Finish Grading                                                   | LS   | 1        |
| 13                                | Landscaping                                                      | LS   | 1        |
| 14                                | Mobilization                                                     | LS   | 1        |
| 15                                | 3-inch Fiber Optic Conduit                                       | LF   | 85       |
| 16                                | All Remaining Misc. & Incidental Items for Perfect Completion    | LS   | 1        |
| <b>TOTAL BID AMOUNT SECTION 5</b> |                                                                  |      |          |

| Unit Price  | Total               |
|-------------|---------------------|
| \$ 1,000.00 | \$ 1,000.00         |
| \$ 10.65    | \$ 3,557.10         |
| \$ 16.50    | \$ 313.50           |
| \$ 8.66     | \$ 3,212.86         |
| \$ 10.70    | \$ 3,616.60         |
| \$ 10.25    | \$ 338.25           |
| \$ 23.00    | \$ 2,093.00         |
| \$ 62.75    | \$ 20,958.50        |
| \$ 125.00   | \$ 1,375.00         |
| \$ 50.00    | \$ 850.00           |
| \$ 500.00   | \$ 500.00           |
| \$ 800.00   | \$ 800.00           |
| \$ 800.00   | \$ 800.00           |
| \$ 500.00   | \$ 500.00           |
| \$ 13.13    | \$ 1,116.05         |
| \$ 1,750.00 | \$ 1,750.00         |
|             | <b>\$ 42,780.86</b> |

| Unit Price  | Total               |
|-------------|---------------------|
| \$ 500.00   | \$ 500.00           |
| \$ 11.00    | \$ 3,674.00         |
| \$ 20.00    | \$ 380.00           |
| \$ 9.00     | \$ 3,339.00         |
| \$ 10.50    | \$ 3,549.00         |
| \$ 15.00    | \$ 495.00           |
| \$ 30.00    | \$ 2,730.00         |
| \$ 62.50    | \$ 20,875.00        |
| \$ 100.00   | \$ 1,100.00         |
| \$ 45.00    | \$ 765.00           |
| \$ 1,000.00 | \$ 1,000.00         |
| \$ 1,250.00 | \$ 1,250.00         |
| \$ 1,250.00 | \$ 1,250.00         |
| \$ 2,500.00 | \$ 2,500.00         |
| \$ 15.00    | \$ 1,275.00         |
| \$ 1,500.00 | \$ 1,500.00         |
|             | <b>\$ 46,182.00</b> |

**Bid Items Section 6 - Kansas and Pacific**

| Item no.                          | Description                                                      | Unit | Quantity |
|-----------------------------------|------------------------------------------------------------------|------|----------|
| 1                                 | Traffic Control                                                  | LS   | 1        |
| 2                                 | Removal of Existing Pavement                                     | SY   | 77       |
| 3                                 | Embankment In Place                                              | LS   | 1        |
| 4                                 | Subgrade Excavation, Grading & Compaction                        | SY   | 135      |
| 5                                 | Aggregate Base (AB3) (6" Thick)                                  | SY   | 135      |
| 6                                 | Integral, 6" Concrete Curb (Includes variable height transition) | LF   | 75       |
| 7                                 | PCCP (10" Thick) (Non-Reinforced) (Non-Dowel Jointed)            | SY   | 129      |
| 8                                 | 24-Inch Dia. Reinforced Concrete Pipe w/ F.E.S.                  | LF   | 42       |
| 9                                 | Ditch Grading                                                    | LF   | 119      |
| 10                                | Contractor Furnished Surveying & Staking                         | LS   | 1        |
| 11                                | Finish Grading                                                   | LS   | 1        |
| 12                                | Landscaping                                                      | LS   | 1        |
| 13                                | Mobilization                                                     | LS   | 1        |
| 14                                | 3-inch Fiber Optic Conduit                                       | LF   | 33       |
| 15                                | All Remaining Misc. & Incidental Items for Perfect Completion    | LS   | 1        |
| <b>TOTAL BID AMOUNT SECTION 6</b> |                                                                  |      |          |

| Unit Price  | Total               |
|-------------|---------------------|
| \$ 1,000.00 | \$ 1,000.00         |
| \$ 10.65    | \$ 820.05           |
| \$ 2,100.00 | \$ 2,100.00         |
| \$ 9.00     | \$ 1,215.00         |
| \$ 11.25    | \$ 1,518.75         |
| \$ 23.00    | \$ 1,725.00         |
| \$ 62.78    | \$ 8,098.62         |
| \$ 95.00    | \$ 3,990.00         |
| \$ 30.00    | \$ 3,570.00         |
| \$ 700.00   | \$ 700.00           |
| \$ 800.00   | \$ 800.00           |
| \$ 800.00   | \$ 800.00           |
| \$ 500.00   | \$ 500.00           |
| \$ 13.13    | \$ 433.29           |
| \$ 1,750.00 | \$ 1,750.00         |
|             | <b>\$ 29,020.71</b> |

| Unit Price  | Total               |
|-------------|---------------------|
| \$ 500.00   | \$ 500.00           |
| \$ 15.00    | \$ 1,155.00         |
| \$ 2,200.00 | \$ 2,200.00         |
| \$ 9.50     | \$ 1,282.50         |
| \$ 11.00    | \$ 1,485.00         |
| \$ 30.00    | \$ 2,250.00         |
| \$ 65.00    | \$ 8,385.00         |
| \$ 95.00    | \$ 3,990.00         |
| \$ 30.00    | \$ 3,570.00         |
| \$ 1,000.00 | \$ 1,000.00         |
| \$ 1,000.00 | \$ 1,000.00         |
| \$ 1,000.00 | \$ 1,000.00         |
| \$ 2,000.00 | \$ 2,000.00         |
| \$ 20.00    | \$ 660.00           |
| \$ 1,500.00 | \$ 1,500.00         |
|             | <b>\$ 31,977.50</b> |

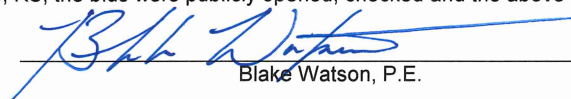
|                                                       |
|-------------------------------------------------------|
| <b>TOTAL BASE BID FOR SECTIONS 1,2, 3, 4, 5 AND 6</b> |
| <b>TOTAL BASE BID FOR SECTIONS 1A, 1B AND 3A</b>      |

|                      |   |                      |
|----------------------|---|----------------------|
| <b>\$ 311,279.66</b> | * | <b>\$ 327,486.00</b> |
| <b>\$ 100,735.85</b> | * | <b>\$ 106,346.50</b> |

\* Denotes mathematical Error

This is to certify that on June 4, 2020 at 2:00 p.m. at the City Clerk's Office, City of Coffeyville, KS, the bids were publicly opened, checked and the above totals are correct as to the additions.

By

  
Blake Watson, P.E.



|                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                     |  |                        |                            |                             |                         |                           |                  |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|--|------------------------|----------------------------|-----------------------------|-------------------------|---------------------------|------------------|
|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>CITY OF COFFEYVILLE<br/>BOARD OF COMMISSIONERS AGENDA ITEM</b>   |  |                        |                            |                             |                         |                           |                  |
| <b>MEETING DATE</b>                                                               | 06/23/2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                     |  |                        |                            |                             |                         |                           |                  |
| <b>RESOLUTION OR ORDINANCE NUMBER</b>                                             | R-20-40                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                     |  |                        |                            |                             |                         |                           |                  |
| <b>AGENDA TITLE</b>                                                               | Award construction engineering work authorization for the 2020 Intersection & Drainage Improvements Project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                     |  |                        |                            |                             |                         |                           |                  |
| <b>REQUESTING DEPARTMENT</b>                                                      | Engineering                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                     |  |                        |                            |                             |                         |                           |                  |
| <b>PRESENTER</b>                                                                  | Thomas Osborn – Superintendent of Engineering                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                     |  |                        |                            |                             |                         |                           |                  |
| <b>FISCAL INFORMATION</b>                                                         | <b>Cost as recommended:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | NTE \$90,000                                                        |  |                        |                            |                             |                         |                           |                  |
|                                                                                   | <b>Budget Line Item:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 520-5-220-478                                                       |  |                        |                            |                             |                         |                           |                  |
|                                                                                   | <b>Balance Available</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | N/A                                                                 |  |                        |                            |                             |                         |                           |                  |
|                                                                                   | <b>New Appropriation Required:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |  |                        |                            |                             |                         |                           |                  |
| <b>PURPOSE</b>                                                                    | Award a construction engineering work authorization to Allgeier, Martin and Associates (AMA) for the 2020 Intersection & Drainage Improvement Project.                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                     |  |                        |                            |                             |                         |                           |                  |
| <b>BACKGROUND</b>                                                                 | <p>On August 16<sup>th</sup> the city received bids for construction of the 2020 Intersection and Drainage Improvement Project.</p> <p>This project is for the reconstruction of the following intersections.</p> <table border="0"> <tr> <td>1<sup>st</sup> &amp; Ohio</td> <td>1<sup>st</sup> &amp; Parkview</td> </tr> <tr> <td>1<sup>st</sup> &amp; Roosevelt</td> <td>3<sup>rd</sup> &amp; Grant</td> </tr> <tr> <td>10<sup>th</sup> &amp; Camden</td> <td>Kansas &amp; Pacific</td> </tr> </table> <p>AMA was the design engineer for these intersections and is thus very familiar with the design.</p> |                                                                     |  | 1 <sup>st</sup> & Ohio | 1 <sup>st</sup> & Parkview | 1 <sup>st</sup> & Roosevelt | 3 <sup>rd</sup> & Grant | 10 <sup>th</sup> & Camden | Kansas & Pacific |
| 1 <sup>st</sup> & Ohio                                                            | 1 <sup>st</sup> & Parkview                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                     |  |                        |                            |                             |                         |                           |                  |
| 1 <sup>st</sup> & Roosevelt                                                       | 3 <sup>rd</sup> & Grant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                     |  |                        |                            |                             |                         |                           |                  |
| 10 <sup>th</sup> & Camden                                                         | Kansas & Pacific                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                     |  |                        |                            |                             |                         |                           |                  |
| <b>SPECIAL NOTES</b>                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                     |  |                        |                            |                             |                         |                           |                  |

|                                               |                                                                                                                                              |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ANALYSIS</b>                               |                                                                                                                                              |
| <b>PUBLIC INFORMATION<br/>PROCESS</b>         |                                                                                                                                              |
| <b>BOARD OR COMMISSION<br/>RECOMMENDATION</b> |                                                                                                                                              |
| <b>STAFF RECOMMENDATION</b>                   | Staff recommends approval of a work authorization to AMA for the NTE amount of \$90,000.00                                                   |
| <b>REFERENCE DOCUMENTS<br/>ATTACHED</b>       | Res-R-20-40 CE-AMA-2020 Intersection & Drainage Improvements.doc; WORK Auth Agt Basic Pg 1 & 2 (Rate Sch) - Construction Phase 6-16-2020.pdf |

**RESOLUTION NO. R-20-40**

**A RESOLUTION TO APPROVE A WORK AUTHORIZATION TO ALLGEIER MARTIN AND ASSOCIATES FOR CONSTRUCTION ENGINEERING FOR THE 2020 INTERSECTION AND DRAINAGE IMPROVEMENT PROJECT.**

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 work authorization to Allgeier, Martin and Associates for the construction engineering of the 2020 Intersection & Drainage Improvement project in the NTE amount of \$90,000.00

ADOPTED THIS 23<sup>rd</sup> DAY OF JUNE 2020.

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Paul Bauer, Mayor

ATTEST:

---

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Paul Kritz, City Attorney

## **ENGINEERING SERVICES WORK AUTHORIZATION AGREEMENT**

Allgeier, Martin and Associates, Inc., (hereinafter called the Engineer) is pleased to provide the engineering services described herein. This Agreement provides authorization to proceed with the work and confirms the terms and conditions under which the services are provided.

Compensation will be based on the attached rate schedule and as outlined in the attached Estimate of Costs. If it is necessary to modify the scope of the project during the execution of the work, we will promptly seek a mutually agreeable revision of the scope of work and the associated fees.

Estimated Fee: \$90,000

By: \_\_\_\_\_ Date: June 12, 2020  
Michael Atkinson, P.E., Vice President

### **ALLGEIER, MARTIN and ASSOCIATES, INC. JOPLIN, MISSOURI**

PROJECT NAME: Intersection and Drainage Improvements 2020

PROJECT LOCATION: Coffeyville, Kansas

FOR PAYMENT OF CHARGES: Invoice to the Account of: (hereinafter called the Client)

**CLIENT:** City of Coffeyville, Kansas  
**ATTN:** Chuck Shively  
**STREET ADDRESS:** 102 West 7<sup>th</sup> Street  
**CITY:** Coffeyville **STATE:** KS **ZIP CODE:** 67337

WORK AUTHORIZED BY:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

### **SCOPE OF WORK:**

Attachment Number 1 – Scope of Work – Contract Administration and Construction Inspection  
Attachment Number 2 – Estimate of Construction Phase Costs  
Attachment Number 3 – Rate Schedule

## **GENERAL CONDITIONS**

(Revised 7-14-2016)

**PAYMENT TERMS** - Unless otherwise agreed in writing, payment is due within ten days of receipt of our invoice. If payment is not received within thirty days from the invoice date, the Client agrees to pay late fees of 1.5% per month (if this exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable), and reasonable attorneys fees and costs of collection. Claims for unpaid fees or compensation may be determined in any state or federal court for Jasper County, Missouri.

In the event Client requests termination of this Agreement prior to completion, the Client will fully compensate the Engineer for all costs incurred up to the termination date plus a 10% termination charge.

**INSURANCE** - The Engineer maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain professional liability insurance with coverage of \$2,000,000. Comprehensive General Liability Insurance with coverage of \$1,000,000, and Automobile Liability Insurance with coverage of \$1,000,000. Certificate of Insurance can be supplied evidencing such coverage. Cost of the coverage is included in our quoted fees.

**STANDARD OF CARE** - The only warranty or guarantee made by the Engineer in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

**LIMITATION OF LIABILITY** – The Engineer's maximum aggregate liability for damages connected with the project is limited to \$1,000,000.

**RIGHT-OF-WAY** - Unless otherwise agreed, Client will furnish right-of-entry on the property for us to make the necessary surveys, test, and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage, which may result.

**OWNERSHIP OF DOCUMENTS** - All documents, including, but not limited to drawings, specifications, reports, field notes, calculations and estimates, prepared by the Engineer as instruments of service pursuant to this Agreement, shall be the sole property of the Client. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by the Engineer, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of the Engineer. At the request and expense of Client, the Engineer will provide Client with copies of documents created in the performance of said work.

**SAFETY** - Should Engineer provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by the Engineer is not intended to include review of the adequacy of the contractor's safety measures in, adjacent to, or near the construction site.

**GOVERNING LAW** - This agreement shall be governed in all respects by the laws of the State of Missouri.

**Attachment Number 1**  
**Scope of Work**  
**Construction Phase**

The Engineer will serve as the City's representative for administering the terms of the construction contract between City and their Contractor. Engineer will endeavor to protect the City against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Engineer's services will include more specifically as follows:

1. assist the City with a preconstruction conference to discuss project details with the Contractor.
2. make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the Contractor's forces. The Engineer will accompany the City on visits of the project site as requested;
3. check shop drawings and review schedules and drawings submitted by the Contractor;
4. reject work not conforming to the project documents;
5. prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed;
6. review wage rates, postings, equal employment opportunity, and other related items called for in the contract documents;
7. inspect materials, review material certifications furnished by Contractor, sample concrete and other materials as required, and arrange for laboratory testing of samples by others on a subcontract basis;
8. maintain progress diary and other project records, measure and document quantities, and review monthly estimates for payments due the Contractor;
9. be present during critical construction operations, including, but not limited to, the following:
  - a. structure layout;
  - b. excavation and backfilling;
  - d. checking of reinforcing steel prior to concrete placement;
  - e. concrete placement; and
  - g. placement of surfacing materials.
10. participate in final inspection, provide the City with copies of project documentation (diaries, test results, certifications, etc.).
11. Six (6) intersections will be reconstructed as specified in Attachment 2. The construction cost is \$311,279.66 for a construction duration of 136 Calendar Days. Additive work includes the construction cost of \$100,735.85 for an additional duration of 20 Calendar Days.

## ATTACHMENT NUMBER 2

### ESTIMATE OF COSTS FOR INTERSECTION AND DRAINAGE IMPROVEMENTS 2020 COFFEYVILLE, KANSAS

#### Construction Phase

|                             | HOURS      | RATE     | EXTENDED<br>COST   |
|-----------------------------|------------|----------|--------------------|
| <u>Construction Phase</u>   |            |          |                    |
| Project Manager/Engineer II | 70         | \$166.00 | \$11,620.00        |
| Project Representative III  | 600        | \$116.00 | \$69,600.00        |
| Secretary/Assistant         | 30         | \$79.00  | \$2,370.00         |
| <b>Subtotals</b>            | <b>700</b> |          | <b>\$83,590.00</b> |

#### Other Direct Costs

|                     |             |                   |
|---------------------|-------------|-------------------|
| Travel @ \$0.58/Mi. | 8,500 miles | \$4,930.00        |
| Materials Testing   |             | \$3,500.00        |
| <b>Subtotals</b>    |             | <b>\$8,430.00</b> |

|                                                          |                    |
|----------------------------------------------------------|--------------------|
| <b>ESTIMATED CONTRACT CEILING FOR CONSTRUCTION PHASE</b> | <b>\$92,020.00</b> |
|----------------------------------------------------------|--------------------|

|                                                            |                    |
|------------------------------------------------------------|--------------------|
| <b>ESTABLISHED CONTRACT CEILING FOR CONSTRUCTION PHASE</b> | <b>\$90,000.00</b> |
|------------------------------------------------------------|--------------------|

| Individual Project Ceiling Costs |              |              |
|----------------------------------|--------------|--------------|
| Intersection                     | Per Project  | Cumulative   |
| 1st and Ohio                     | \$ 15,250.00 | \$ 15,250.00 |
| 1st and Parkview                 | \$ 14,200.00 | \$ 29,450.00 |
| 1st and Roosevelt                | \$ 15,500.00 | \$ 44,950.00 |
| 3rd and Grant                    | \$ 15,600.00 | \$ 60,550.00 |
| 10th and Camden                  | \$ 15,250.00 | \$ 75,800.00 |
| Kansas and Pacific               | \$ 14,200.00 | \$ 90,000.00 |

**ALLGEIER, MARTIN and ASSOCIATES, INC.**  
Consulting Engineers and Surveyors

RATE SCHEDULE  
2019 and 2020

LABOR RATES

| <u>Classification</u>         | <u>Hourly Billing Rate</u>              |                                         |
|-------------------------------|-----------------------------------------|-----------------------------------------|
|                               | 01/01/2019<br>thru<br><u>12/31/2019</u> | 01/01/2020<br>thru<br><u>12/31/2020</u> |
| Principal/Engineer V          | \$215                                   | \$224                                   |
| Principal/Engineer IV         | \$195                                   | \$203                                   |
| Principal/Engineer III        | \$180                                   | \$187                                   |
| Project Manager/Engineer II   | \$160                                   | \$166                                   |
| Project Manager/Engineer I    | \$145                                   | \$151                                   |
| Technician III/GIS Specialist | \$132                                   | \$137                                   |
| Technician III                | \$112                                   | \$116                                   |
| Technician II                 | \$100                                   | \$104                                   |
| Technician I                  | \$94                                    | \$98                                    |
| Two-Man GPS Survey Crew       | \$185                                   | \$192                                   |
| One-Man GPS Survey Crew       | \$145                                   | \$151                                   |
| Three-Man Survey Crew         | \$201                                   | \$209                                   |
| Two-Man Survey Crew           | \$160                                   | \$166                                   |
| Registered Land Surveyor II   | \$170                                   | \$177                                   |
| Registered Land Surveyor I    | \$150                                   | \$156                                   |
| Survey Crew Member            | \$76                                    | \$79                                    |
| Right of Way Specialist       | \$116                                   | \$121                                   |
| Project Representative III    | \$112                                   | \$116                                   |
| Project Representative II     | \$100                                   | \$104                                   |
| Project Representative I      | \$92                                    | \$96                                    |
| Secretary/Assistant           | \$76                                    | \$79                                    |
| Print Specialist              | \$76                                    | \$79                                    |

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

**NON-LABOR RATES**

| <u>Item</u>                    | <u>Rate</u>                           |
|--------------------------------|---------------------------------------|
| Travel                         | \$0.58 per mile (or current IRS rate) |
| Subsistence                    | Actual Cost                           |
| Lodging                        | Actual cost                           |
| Special Postage or Shipping    | Actual cost                           |
| Printing                       | Actual cost                           |
| Surveying Materials            | Actual cost                           |
| Subcontract Specialty Services | Cost + 10%                            |
| Deposition & Court Testimony   | Standard Hourly Billing Rate x 2      |



|                                                                                   |                                                                                                                                            |                                                                     |  |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|--|
|  |                                                                                                                                            | <b>CITY OF COFFEYVILLE<br/>BOARD OF COMMISSIONERS AGENDA ITEM</b>   |  |
| <b>MEETING DATE</b>                                                               | 06/23/2020                                                                                                                                 |                                                                     |  |
| <b>RESOLUTION OR<br/>ORDINANCE NUMBER</b>                                         | R-20-41                                                                                                                                    |                                                                     |  |
| <b>AGENDA TITLE</b>                                                               | Approve the Cooperation agreement for rehabilitation of a non-federal flood control work (levee)                                           |                                                                     |  |
| <b>REQUESTING<br/>DEPARTMENT</b>                                                  | Engineering                                                                                                                                |                                                                     |  |
| <b>PRESENTER</b>                                                                  | Thomas Osborn – Superintendent of Engineering                                                                                              |                                                                     |  |
| <b>FISCAL INFORMATION</b>                                                         | <b>Cost as recommended:</b>                                                                                                                | \$130,932.00 (City's 20%)                                           |  |
|                                                                                   | <b>Budget Line Item:</b>                                                                                                                   | N/A                                                                 |  |
|                                                                                   | <b>Balance Available</b>                                                                                                                   | N/A                                                                 |  |
|                                                                                   | <b>New Appropriation<br/>Required:</b>                                                                                                     | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |  |
| <b>PURPOSE</b>                                                                    | To Approve the cooperation agreement between the USA and the City of Coffeyville for repairs to the levee caused during the 2019 flooding. |                                                                     |  |

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>BACKGROUND</b>                         | <p>In May of 2019 heavy rains north of Coffeyville caused the verdigris river to come out of its banks and up the levee. Water was on the slopes of the levee for several weeks and came within inches of overtopping at one point.</p> <p>With the saturated soils of the levee the hydraulic pressure started to force water under the through the levee causing sediment to be brought along with it in what is known as sand boils. To combat the issue and help to keep the levee standing a culvert was blocked and water was pumped to the land side of the levee help to equalize the presses and stop the sand boils. This project plans to create a more easily blocked structure in the event that we would need to flood the landside ditch in the future.</p> <p>Also as the water levels go closer and were projected to just barely overtop. The recommendation was made and subsequently approved to windrow the road base material to the river side of the levee adding between 12 and 18" to the top.</p> <p>The second part of the project is to scarify existing crest surface and incorporating new stone, compaction and grading to drain to the river side of the structure.</p> |
| <b>SPECIAL NOTES</b>                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>ANALYSIS</b>                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>PUBLIC INFORMATION PROCESS</b>         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>BOARD OR COMMISSION RECOMMENDATION</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>STAFF RECOMMENDATION</b>               | Staff recommends approval of the agreement for Coffeyville PL84-99 Project with the corps of engineers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>REFERENCE DOCUMENTS ATTACHED</b>       | Coffeyville_NonFed_Coop_Agree_2020_w_attachment_1.pdf; Res-R-20-41 Corps of Engineers- Levee Rehabilitation.doc                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

**RESOLUTION NO. R-20-41**

**A RESOLUTION TO APPROVE A COOPERATION AGREEMENT  
BETWEEN THE USA AND THE CITY OF COFFEYVILLE FOR  
REHABILITATION OF A NON-FEDERAL FLOOD CONTROL WORK (LEVEE).**

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor and City Attorney be and are hereby authorized to and directed to execute a cooperation agreement between the USA and the City of Coffeyville for Rehabilitation of a Non-federal Flood Control Work amount of \$130,932.00

ADOPTED THIS 23<sup>rd</sup> DAY OF June 2020.

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Paul Bauer , Mayor

ATTEST:

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Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Paul Kritz, City Attorney

**COOPERATION AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
and  
THE CITY OF COFFEYVILLE, KANSAS  
for  
REHABILITATION OF A NON-FEDERAL FLOOD CONTROL WORK**

**THIS AGREEMENT**, entered into this 15<sup>th</sup> day of April, 2020 by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, Tulsa District, U.S. Army Corps of Engineers, and the THE CITY OF COFFEYVILLE, KANSAS (hereinafter referred to as the "Public Sponsor"), represented by the Director of Public Works, City of Coffeyville.

**WITNESSETH THAT:**

**WHEREAS**, pursuant to 33 U.S.C. 701n, the Government is authorized to assist in the repair or restoration of flood control improvements threatened or destroyed by flood;

**WHEREAS**, via written correspondence, the Public Sponsor has requested the Government to repair or restore a certain flood control work damaged by recent flooding or coastal storms in accordance with 33 U.S.C. 701n and established policies of the U.S. Army Corps of Engineers; and,

**WHEREAS**, the Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in the rehabilitation effort in accordance with the terms of this Agreement;

**NOW, THEREFORE**, the Government and the Public Sponsor agree as follows:

**ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS**

For purposes of this agreement:

A. The term "Rehabilitation Effort" shall mean design and construction of a structure to prevent movement of material through sand boils on the land side of the Coffeyville Levee as generally described in a report entitled, "*PROJECT INFORMATION REPORT, REHABILITATION OF DAMAGED FLOOD CONTROL WORKS, CWIS #483839*", prepared by the District Engineer, U.S. Army Engineer District Tulsa, dated 05 August 2019, and approved by the Division Engineer, U.S. Army Engineer Division Southwest, on 17 October 2013. See Attachment "A" for a complete listing of damages to be repaired. See Attachment "B" for the proposed

repair.

B. The term "Rehabilitation Effort costs" shall mean all costs incurred by the Public Sponsor and the Government, in accordance with the terms of this Agreement, directly related to implementation of the Rehabilitation Effort. The term shall include, but is not necessarily limited to, actual construction costs, including supervision and inspection costs; costs of contract dispute settlements or awards; and the cost of investigations to identify the existence of hazardous substances as identified in Article XIIA. The term shall not include any costs for operation and maintenance; any costs that correct deferred or deficient maintenance; any increased costs for betterments or Public Sponsor preferred alternatives; or the costs of lands, easements, rights-of-way, relocations, or suitable borrow and dredged or excavated material disposal areas required for the Rehabilitation Effort.

C. The term "betterment" shall mean the design and construction of a Rehabilitation Effort feature accomplished on behalf of, or at the request of, the Public Sponsor, in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Rehabilitation Effort.

## **ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSOR**

A. The Government, subject to receiving funds appropriated by the Congress of the United States and using those funds and funds provided by the Public Sponsor, shall expeditiously implement the Rehabilitation Effort, applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The Public Sponsor shall be afforded the opportunity to review and comment on solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. The Contracting Officer will, in good faith, consider the comments of the Public Sponsor, but award of contracts, modifications or change orders, and performance of all work on the Rehabilitation Effort (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Contracting Officer.

B. As further specified in Article III, the Public Sponsor shall provide all lands, easements, and rights-of-way and suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for construction, operation, and maintenance of the Rehabilitation Effort and the Project.

C. As further specified in Article IV, the Public Sponsor shall contribute, in cash, in-kind services, or a combination thereof, a contribution toward construction of the Rehabilitation Effort in an amount equal to 20 percent of total Rehabilitation Effort costs.

D. The Public Sponsor shall not use Federal funds to meet its share of total

Rehabilitation Effort costs under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

E. The Public Sponsor shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Rehabilitation Effort and any related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors.

F. The Public Sponsor agrees to participate in and comply with the policies and procedures of the U.S. Army Corps of Engineers Rehabilitation and Inspection Program.

G. The Public Sponsor may request the Government to accomplish betterments. The Public Sponsor shall be solely responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the Public Sponsor in accordance with Article IV.

### **ARTICLE III - LANDS, RELOCATIONS, DISPOSAL AREAS, AND PUBLIC LAW 91-646 COMPLIANCE**

A. The Government shall provide the Public Sponsor with a description of the anticipated real estate requirements and relocations for the Rehabilitation Effort. Thereafter, the Public Sponsor shall furnish all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform any relocations, as may be determined by the Government in that description, or in any subsequent description, to be necessary for the construction, operation, and maintenance of the Rehabilitation Effort. The necessary lands, easements, and rights-of-way may be provided incrementally for each construction contract. All lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the solicitation of that construction contract.

B. The Public Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights of way, and performing relocations for construction, operation, and maintenance of the Rehabilitation Effort, including those necessary for relocations, borrow materials, and dredged and excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

## ARTICLE IV - METHOD OF PAYMENT

A. The Public Sponsor shall provide, during the period of construction, cash payments, in-kind services, or a combination thereof, required to meet the Public Sponsor's obligations under Article II of the Agreement. Rehabilitation Effort costs are currently estimated to be **\$797,233** and the Public Sponsor's share (cash and services in kind) of total Rehabilitation Effort costs is currently estimated to be **\$130,932**. In order to meet Public Sponsor's cash payment requirements, the Public Sponsor must provide a cash contribution estimated to be **\$130,932**. The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred and are not to be construed as the total financial responsibilities of the Government and the Public Sponsor. See Attachment A", Sponsor Cost Share Emergency Levee Repair Cost Estimate for the levee repair estimate and estimated Public Sponsor cost share amount.

B. The required cash contribution shall be provided as follows: At least ten calendar days prior to the award of the first construction contract, the Government shall notify the Public Sponsor of the Public Sponsor's estimated share of the total Rehabilitation Effort costs including the Public Sponsor's estimated share of the costs attributable to the Rehabilitation Effort incurred prior to the initiation of construction. Within five calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the required contribution by wire transfer, Electronic Funds Transfer, or by delivering a check payable to "FAO, USAED-Tulsa District" to the Contracting Officer representing the Government. The Government shall draw on the funds provided by the Public Sponsor such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Rehabilitation Effort as they are incurred, as well as Rehabilitation Effort costs incurred by the Government. In the event that Rehabilitation Effort costs are expected to exceed the estimate given at the outset of construction, the Government shall immediately notify the Public Sponsor of the additional contribution the Public Sponsor will be required to make to meet the Public Sponsor's share of the revised estimate. Within ten calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the additional required contribution.

C. During the period of construction, the Government will provide periodic financial reports on the status of the total Rehabilitation Effort costs and status of contributions made by the Public Sponsor. Upon completion of the Rehabilitation Effort and resolution of all relevant contract claims and appeals, the Government shall compute the Rehabilitation Effort costs and tender to the Public Sponsor a final accounting of the Public Sponsor's share of Rehabilitation Effort costs.

1. In the event the total contribution by the Public Sponsor is less than the Public Sponsor's required share of total Rehabilitation Effort costs, the Public Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Public Sponsor's required share of Rehabilitation Effort costs.

2. In the event total contribution by the Public Sponsor is more than the Public Sponsor's required share of Rehabilitation Effort costs, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Public Sponsor; however, the Public Sponsor shall not be entitled to any refund for in-kind services. In the event the existing funds are not available to repay the Public Sponsor for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Public Sponsor for excess contributions provided.

## **ARTICLE V – CREDITING OF IN-KIND SERVICES**

The Public Sponsor does not intend any In-Kind Services to be credited in this Agreement, the Government concurs with this understanding. However, to the extent that In-Kind Services are provided by Public Sponsor, any such In-Kind Services shall not exceed  $\frac{1}{2}$  of Public Sponsor's contribution and shall be subject to prior Government approval. The affording of such credit shall be subject to an onsite inspection by the Government to verify that the work was accomplished in a satisfactory manner and is suitable for inclusion in the Rehabilitation Effort. The actual amount of such credit shall be subject to an audit conducted to determine reasonableness, allocability, and allowability of costs. The Government shall apply the credit amount toward any additional cash contribution required under this Agreement. The Public Sponsor shall not receive credit for any amount in excess of such additional cash contribution, nor shall the Public Sponsor be entitled to any reimbursement for any excess credit amount.

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## **ARTICLE VI - OPERATION AND MAINTENANCE**

A. After the Contracting Officer has determined that construction of the Rehabilitation Effort is complete and provided the Public Sponsor with written notice of such determination, the Public Sponsor shall operate and maintain the Project, at no cost to the Government, in accordance with specific directions prescribed by the Government in Engineer Regulation 500-1-1 and any subsequent amendments thereto.

B. The Public Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the Public Sponsor owns or controls for access to the Project for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the Project. If an inspection shows the Public Sponsor for any reason is failing to fulfill the Public



Sponsor's obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Public Sponsor. If, after 30 calendar days from receipt of such notice, the Public Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Public Sponsor owns or controls for access to the Project for the purposes of completing, operating, and maintaining the Project, or to deny further assistance under Public Law 84-99. No action by the Government shall operate to relieve the Public Sponsor of responsibility to meet the Public Sponsor obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

## **ARTICLE VII - FEDERAL AND STATE LAWS**

In the exercise of the Public Sponsor's rights and obligations hereunder, the Public Sponsor agrees to comply with all applicable Federal and state laws and regulations.

## **ARTICLE VIII - RELATIONSHIP OF PARTIES**

The Government and the Public Sponsor act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, nor employee of the other.

## **ARTICLE IX - OFFICIALS NOT TO BENEFIT**

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

## **ARTICLE X - COVENANT AGAINST CONTINGENT FEES**

The Public Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Public Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in the Government's discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **ARTICLE XI - TERMINATION OR SUSPENSION**

If at any time the Public Sponsor fails to carry out its obligations under this

Agreement, the District Engineer shall terminate or suspend work on the Rehabilitation Effort, unless the District Engineer determines that continuation of work on the Rehabilitation Effort is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with this Rehabilitation Effort and Project. However, deferral of future performance under this agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Rehabilitation Effort and proceed to a final accounting in accordance with Article IV of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as either the Government or Public Sponsor elects to proceed with further construction or terminates this Agreement.

## **ARTICLE XII - HAZARDOUS SUBSTANCES**

A. After execution of this Agreement and upon direction by the Contracting Officer, the Public Sponsor shall perform, or cause to be performed, such investigations for hazardous substances as are determined necessary by the Government or the Public Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Sections, 9601-9675, on lands necessary to Rehabilitation Effort construction, operation, and maintenance. All actual costs incurred by the Public Sponsor that are properly allowable and allocable to performance of any such investigations for hazardous substances shall be included in total Rehabilitation Effort costs and cost shared as a construction cost.

B. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the Project or the Rehabilitation Effort contain any hazardous substances regulated under CERCLA, the Public Sponsor and the Government shall provide prompt notice to each other, and the Public Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and the Public Sponsor shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort. Should the Government and the Public Sponsor determine to proceed or continue with the construction after considering any liability that may arise under CERCLA, the Public Sponsor shall be responsible, as between the Government and the Public Sponsor, for any and all necessary clean up

and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Agreement. In the event the Public Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Public Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Rehabilitation Effort or proceed with further work as provided in Article XI of this Agreement.

D. The Public Sponsor and Government shall consult with each other to assure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C of this Article shall not relieve any party from any liability that may arise under CERCLA.

E. As between the Government and the Public Sponsor, the Public Sponsor shall be considered the operator of the Project (which the Rehabilitation Effort is repairing and restoring) for purposes of CERCLA liability. To the maximum extent practicable, the Public Sponsor shall operate and maintain the Project in a manner that will not cause liability to arise under CERCLA.

### **ARTICLE XIII - NOTICES**

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

If to the Public Sponsor:  
Paul Bauer, Mayor  
The City of Coffeyville  
102 W. 7<sup>th</sup> Street  
Coffeyville, Kansas 67337

If to the Government:  
District Engineer  
Tulsa District, Corps of Engineers  
2488 E 81<sup>st</sup> Street  
Tulsa, Oklahoma 74137

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as

it is either personally delivered, or, seven calendar days after it is mailed, as the case may be.

**IN WITNESS HEREOF**, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

CITY OF COFFEYVILLE

BY: \_\_\_\_\_

Scott S. Preston  
Colonel, Corps of Engineers  
District Commander

BY: \_\_\_\_\_

Paul Bauer  
Mayor, City of Coffeyville

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_, do hereby certify that I am the principal legal officer of the City of Coffeyville and it is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of Coffeyville in connection with the Rehabilitation Effort, and to pay damages, if necessary, in the event of the failure to perform, in accordance with Section 221 of Public Law 91-611, and that the persons who have executed this Agreement on behalf of the City of Coffeyville have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Attorney

## **CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Paul Bauer  
Mayor, City of Coffeyville

# ATTACHMENT A



US Army Corps of Engineers

## PROJECT INFORMATION REPORT PL 84-99 REHABILITATION OF DAMAGED FLOOD CONTROL WORKS



### COFFEYVILLE LEVEE COFFEYVILLE, KANSAS

CWIS Number: 483839

VERDIGRIS RIVER

August 2019



US Army Corps  
of Engineers®  
Tulsa District



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## **PART I – EXECUTIVE SUMMARY**

The U.S. Army Corps of Engineers (USACE), Tulsa District (SWT), has prepared this Public Law (PL) 84-99, Flood Control and Coastal Emergencies (33 U.S.C. 701n) Project Information Report (PIR) for the Coffeyville Levee (Levee), Montgomery County, Kansas. This levee was privately constructed in 1907 and was admitted into the federal Rehabilitation Inspection Program (RIP). The Levee is along the west bank of the Verdigris River on the northeast end of City of Coffeyville, Kansas. The Non-Federal Sponsor (NFS), the City of Coffeyville, Kansas, responded to the USACE memo by a letter dated July 1, 2019 (see Appendix A).

### **1. DESCRIPTION OF EVENT**

Historic rainfall occurred across Kansas and Oklahoma in May 2019. Widespread rainfall in excess of 12 inches was observed throughout the region, with some areas recording more than 24 inches. This historic rainfall produced widespread river and flash flooding. Twelve reservoirs in SWT reached new pools of record; significant releases were made from several of these reservoirs.

In response, and in accordance with Engineer Regulation (ER) 500-1-1, a Declaration of Emergency was declared by SWT Commander on May 8, 2019. This activated the Emergency Operations Center at a Level III effective on May 9, 2019.

The PL 84-99, Flood Control and Coastal Emergencies (33 U.S.C. 701n) effort was initiated by the USACE, SWT, via letter, dated June 5, 2019, to Public Sponsors informing them of the opportunity to request Rehabilitation Assistance for Flood Damage Reduction Projects.

SWT Emergency Management established a RIP/PIR Project Delivery Team (PDT) to assess requests received, and as applicable to write the PIRs.

### **2. LOCATION AND DESCRIPTION OF STRUCTURE**

The construction of the Levee, also known as the Coffeyville Creek Local Flood Protection Project, in Coffeyville, Montgomery County, Kansas, was privately constructed in 1907. It was admitted into the federal RIP. The Levee is along the west bank of the Verdigris River on the northeast end of City of Coffeyville, Kansas.

It offers flood protection to the population of Coffeyville (~9,500 people), as well as the structures, homes and agriculture within the project limits as well.

The Levee is sponsored by the City of Coffeyville, and is represented by Mr. Chuck Shively, Director of Public Works.

The most recent inspection of the Levee was on August 15, 2018. It received a rating of Minimally Acceptable.

### **3. DESCRIPTION OF DAMAGES SUSTAINED**

During the flood event, water levels got within inches of overtopping the Levee in multiple places. Typical river level is 3 ft above bottom, top of levee 26.5 ft, flood peaked at 25.8 ft. As an emergency action SWT advised the NFS to windrow the existing crest road gravel to increase the height of the Levee, and cover it with visqueen to prevent overtopping. The NFS scraped up the gravel, but visqueen was not placed. Approximately 20 to 40 sand boils developed on the land side of the Levee. They started around 1,700 ft east of N Sunflower Street and extended along the Levee another 1,000 ft. Sandbags and pipes were placed around the sand boils, but material was still piping through. To stop this, a culvert on the land side was blocked off to allow ponding on top of the boils. This emergency measure exerted enough back pressure to prevent further material piping through the sand boils. The windrowed top of the Levee, and land side ponding at the Levee toe, are still there. The windrow is inhibiting Levee maintenance.

### **4. RECOMMENDED REPAIR AND COST**

Levee Repair. The work will consist of re-grading and compaction of the windrowed material back to pre-flood conditions. Additional fill is unlikely to be brought in, because material placement will consist of re-grading in-situ gravel and soil from the emergency action.

Sand Boil Repairs. An inverted filter berm will be installed to prevent sand boils from developing in future flood events. This will consist of removing all disturbed material that are not suitable to support the berm, grading all eroded areas back to suitable material and backfilling and compacting with structural fill to the new berm grade. The inverted berm will consist of engineered sand, bedding and riprap material. This will also include repairing the blocked culvert.

Repair costs are summarized in Tables D.2 and D.3, to include Engineering and Design (E&D) and Supervision and Administration (S&A). Total cost of recommended repair actions are estimated at \$651,753 when utilizing ER 500-1-1 (published in 2001), which constrains the E&D and S&A costs. The benefit-to-cost ratio (BCR) at this cost would be 1.2 to 1 and the repairs would be justified from an economic perspective. If funded according to Table D.3 of the regulation, the request that SWT will submit to align E&D and S&A costs to 2019 pricing, the total cost of repairs is \$797,233. This alternative has a BCR of 1.2 to 1.

Repair to the local flood protection project and associated areas is not expected to have significant impacts to any threatened and endangered species (T&E), fish and wildlife resources, water quality, flood plains or other natural and cultural resources.

## **5. SUMMARY**

The project is environmentally sound and economically feasible. SWT recommends that the project be approved for rehabilitation under PL 84-99.



## PART II – BASIC REPORT

### 1. PROJECT IDENTIFICATION

- a. Project Name. Coffeyville Levee
- b. Project's Funding Classification. Class 320 for Non-Federal Flood Control Works (FCW)
- c. Project's CWIS Number. 483839

### 2. PROJECT AUTHORITY

- a. Classification. Non-Federal FCW - Levee
- b. Authority. PL 84-99
- c. Estimated Original Cost of Project. Original project construction costs are unknown at this time.
- d. Construction Completion of Project. The original Coffeyville Creek Local Flood Protection Project, was constructed in 1907.

### 3. PUBLIC SPONSOR

- a. Sponsor Identification.  
The City of Coffeyville, Kansas  
102 W. 7<sup>th</sup> Street  
Coffeyville, KS 67337  
  
ATTN:  
Mr. Chuck Shively, Director of Public Works  
Thomas Osborn, Superintendent of Engineering
- b. Application for Assistance. The NFS, in response to the USACE notification, submitted a request for rehabilitation assistance for the Levee on July 1, 2019 (Appendix A).

### 4. PROJECT LOCATION

- a. City, County and State. Coffeyville, Montgomery County, Kansas
- b. River Basin. Verdigris River into Arkansas River Basin

- c. General Description. This Levee runs along the west bank of the Verdigris River on the northeast end of City of Coffeyville, Kansas.
- d. Project Map. A project map is located in Appendix B.

## 5. PROJECT DESIGN

The levee was privately constructed in 1907. The project design information is not available. However, a hydraulic analysis was performed in 1991 by the USACE which determined that the 50 year storm discharge was 64,000 CFS, the 100 year storm was 110,000 CFS and the 500 year storm was 160,000 CFS. The estimated minimum return period for water level at the toe of the levee is 30 years. Based on construction drawings dated 1962 toe elevation is between 710 and 712 ft; the 100 year toe elevation is 715 ft, the 100 year toe elevation at upper end is 725 ft. The 50 year toe elevation is approx. 712 ft at the lower end. The estimated minimum return period for water level at the authorized capacity of the levee is estimated to be 100 years according to FIS dated 1975. The estimated return period for incipient overtopping is 200 years. The 500 year elevation is approx. 735.0 ft. The levee overtops at an elevation between 100 year and 500 year elevations. The Levee has average side slopes of 3H:1V to 4H:1V. The crown width varies from 8 to 16 ft. It is approximately 2.8 miles in length.

- a. Project is considered Ag FCW urban/developed areas.
- b. Level of Protection.
  - 1) Hydraulically Independent System: Yes
  - 2) Purpose of Protection: Primary
  - 3) Level of Protection: 100-year

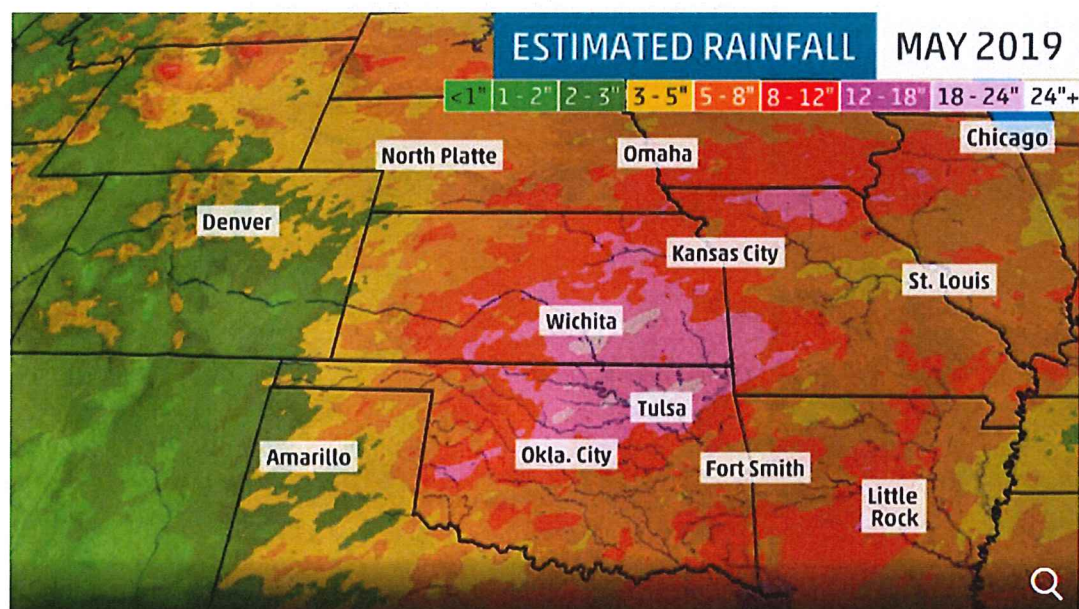
## 6. DISASTER INCIDENT

- a. Date of Incident.
  - 1) Declared: May 8, 2019 (Effective May 9, 2019)
  - 2) Terminated: June 5, 2019
  - 3) Description of the Flood. Historic rainfall occurred across Kansas and Oklahoma in May 2019. Widespread rainfall in excess of 12 inches was observed throughout the region, with some areas recording more than 24 inches. Twenty Kansas Mesonet stations reported rainfall amounts over 20 inches for the month, with a Butler County station reporting over 30 inches.

The average rainfall for the entire state of Kansas was 10.26 inches, which was the highest recorded total in 125 years of record keeping.

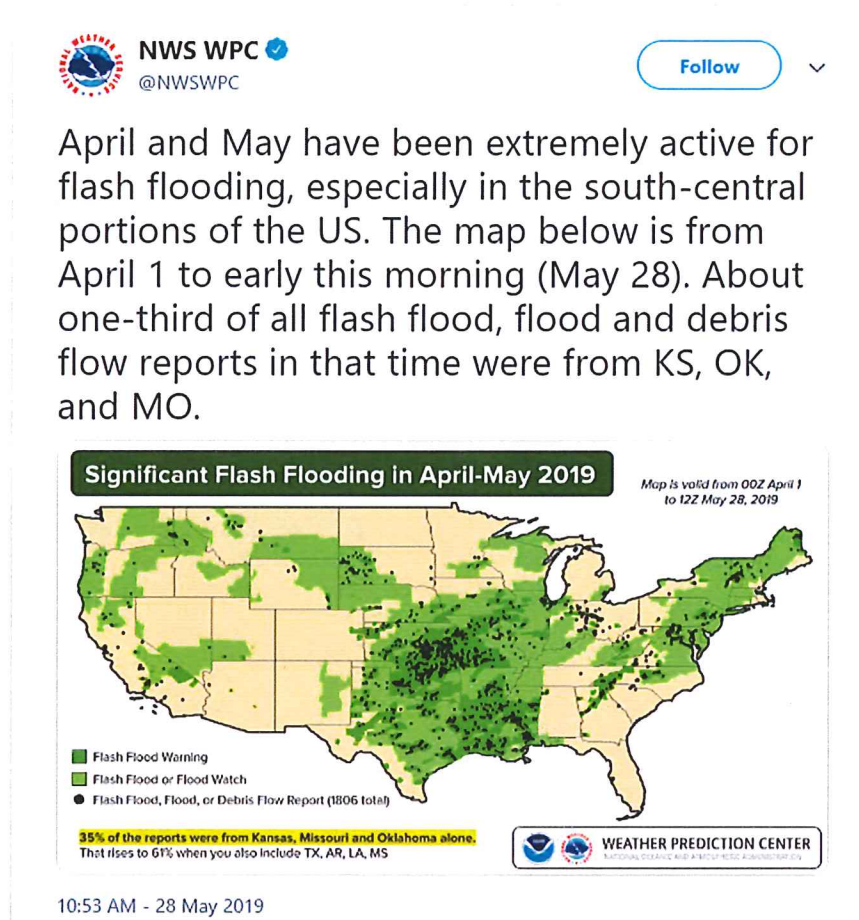
According to preliminary data from the Oklahoma Mesonet, the statewide average rainfall total was 10.48 inches, 5.66 inches above normal to rank as the third wettest May since records began in 1895. The total also earned fourth place on the list of wettest calendar months in Oklahoma. The National Weather Service (NWS) cooperative observer site at Pawnee, OK led the state with 22.52 inches, although there was a report of 24.69 inches by a volunteer observer near Talala, OK. At least 24 NWS sites broke their all-time May rainfall mark. Nineteen of those sites broke their all-time wettest calendar month marks as well, including seven sites whose records date back over 100 years.

**Figure 6.1 - Estimated Rainfall May 2019 (NWS)**



The historic rainfall observed in May produced widespread river and flash flooding. Twelve reservoirs in SWT reached new pools of record: Altus Lake, Birch Lake, Cheney Lake, El Dorado Lake, Fall River Lake, Great Salt Plains Lake, Hudson Lake, Kaw Lake, Keystone Lake, Marion Lake, Oologah Lake, and Skiatook Lake. Significant releases were made from several of these reservoirs.



**Figure 6.2 – Flash Flooding April –May 2019 (NWS WPC)**

Major flooding occurred along the Verdigris River in southeastern Kansas. Sections of several highways were closed through this event due to both river flooding and flash flooding. Evacuations were done below the Fall River Dam during the early morning hours on May 25, 2019 and around 50 homes were evacuated in Independence, KS due to rises on the Verdigris River. A peak flow of 83,300 CFS was recorded at the Coffeyville gage on May 28, 2019, which is the second highest flow in that location since the record began in 2002. When compared with annual records at the Independence, KS gage, located approximately 25 miles upstream, the recent peak flow represents the ninth largest in a continuous period of record that dates back to 1922.

## **7. PROJECT DAMAGES**

During the flood event, water levels got within inches of overtopping the levee at multiple places. Typical river level is 3 ft above bottom, top of levee 26.5 ft, flood



peaked at 25.8 ft. As an emergency action SWT advised the NFS to windrow the existing crest road gravel to increase the height of the Levee and cover it with visqueen to prevent overtopping. The NFS scraped up the gravel, but visqueen was not placed. Approximately 20 to 40 sand boils developed on the land side of the levee. They started around 1,700 ft east of N Sunflower Street and extended along the levee another 1,000 ft. Sandbags and pipes were placed around the sand boils, but material was still piping through. To stop this, a culvert on the land side was blocked off to allow ponding on top of the boils. This emergency measure exerted enough back pressure to prevent further material piping through the sand boils. The windrowed top of Levee and land side ponding at the Levee toe are still there. The windrow is inhibiting Levee maintenance.

If additional damages are discovered, the team will provide an updated cost estimate as soon as possible.

Photos of the damages are included in Appendix C.

## **8. PROJECT PERFORMANCE DATA**

- a. Inspection Type/Date. A Continuing Eligibility Inspection Report inspection was conducted on August 15, 2018. Additionally, a PL 84-99 eligibility inspection of the Levee was conducted on July 15, 2019.
- b. Project Condition Code/System Rating. Minimally Acceptable
- c. Repair Maintenance Deficiencies. The Levee was rated Minimally Acceptable as it had minor deficiencies that needed to be corrected to include: vegetation removal, sediment removal, repair of a flap gate and other normal Operations & Maintenance activities.

The minor deficiencies will not seriously impair the functioning of the Levee as intended during the next flood event.

## **9. PROJECT REPAIR ALTERNATIVES CONSIDERED**

Viable alternatives must restore reliable flood protection to the level of protection prior to damage, must be environmentally acceptable, and must be constructed prior to the next flood season. The recommended alternative must be the least cost alternative that restores the level of protection while fulfilling all legal, technical and environmental requirements. A preliminary evaluation has been performed on the alternatives discussed below.

- a. No Action. This concept of the "No Action" alternative with no repairs to the project would be made to restore project functionality to the original design capacity. The

project Levee restoration is critical to prevent further significant damages and will ensure that the project will function as designed and intended, with a high degree of reliability, during a flood event. If Levee repairs are not completed to restore the project to original design, flooding of Coffeyville, KS is likely to occur more frequently.

The no-action alternative was evaluated and rejected due to the reduced level of protection and the greater probability of increased damages to the Levee in its current condition. This alternative is unacceptable from a technical perspective.

- b. Repair of Levee. The repair alternative would include repair of embankments and crest road to original alignments; excavating to remove any unsatisfactory material and backfilling to match existing (pre-flood) grade. The recommended repairs also consist of installing an inverted filter berm, sod application and plantings, as well as re-grading aggregate crest road surface. All work would occur in the dry and above ordinary high water.
- c. Non-Structural Alternative. This alternative would consist of floodplain management strategies generally involving changes in land use offered by other federal and state programs. Such strategies would include: zoning, easements, flood warning, floodplain evacuation, and flood insurance. Non-structural strategies involve acquisition, relocation, elevation, and flood proofing existing structures. The project Sponsor has been informed of their option to pursue a Non-Structural Alternative project. They have considered this option and have determined that it is not acceptable.

## **10. RECOMMENDED ALTERNATIVE**

For the purposes of this PIR, the recommended alternative is, 9.b. Repair of Levee. These repairs will restore the level of protection to the pre-flood condition. The estimated construction for the repair of the system consists of the following with quantities noted in Appendix D:

- a. Temporary Construction Access and Mobilization. Starting at N Sunflower Street, there is direct access to the levee via a maintenance road on top of the crest. Coordination with the adjacent refinery may be needed for a potential staging area or additional right-of-way entry.
- b. Levee Repair. The work will consist of re-grading and compaction of the windrowed material back to pre-flood conditions. Additional fill, for crest road repair, is unlikely to be brought in as material placement will only consist of re-grading the disturbed gravel and soil from the emergency action. Approximately 14,670 SY of re-grading of windrowed gravel.



- c. Sand Boil Repairs. While this area has had sand boils in the past, this event piped much more material than previous events. This may have created new hydraulic pathways through the levee, prompting immediate action to stabilize. An inverted filter berm will be constructed to prevent sand boils from developing during future flood events. This will consist of removing all disturbed material that are not suitable to support the berm, grading all eroded areas back to suitable material, and backfilling/compacting structural fill. The inverted berm will consist of engineered sand, bedding and riprap material. This will also include repairing the blocked culvert. Prior to new construction, bottom stripping will be required to remove the non-desirable material, approximately 4,780 SY at 6 inch depth. The fill required for constructing the inverted filter berm is estimated at 450 CY of engineered sand (C33), 930 CY of bedding, 1,940 CY riprap, and 4,780 SY geotextile fabric. After the repair all disturbed areas will be protected with erosion control (approximately 1,000 SY of sod).
- d. Demobilization. The contractor will remove all equipment and material from the construction area. Prior to handover of the construction area back to the NFS, the contractor shall return the areas to their original condition or better. The contractor shall repair all damages that occurred during construction.

## **11. REAL ESTATE**

The Real Estate (RE) analysis is detailed in Appendix G. In order to proceed with the rehabilitation efforts, the NFS must make the required local project lands available prior to solicitation for the construction contract. To meet the RE requirements, the NFS will need to demonstrate that they have the minimum real property interests for the rehabilitation project footprint. This proposed project is part of an existing Levee under the ownership of the NFS.

## **12. ECONOMICS**

The economic analysis is detailed in Appendix E. The conclusion of the economic analysis is that the recommended alternative, as described above in sections 9 and 10, is economically feasible with a BCR of no greater than 1.2 to 1.

## **13. COST SUMMARY**

The Rough Order of Magnitude estimate (ROM) (Table D.1) was generated based on quantities from the post flood event site visit by the SWT PDT. These quantities are based on the SWT PDT's best engineering judgment, and in some cases physical measurements taken during the site visit. These quantities are used to develop the total cost estimate (CE) that reflects the best possible repair of the project.

Cost information for this project, to include the ROM and estimated quantities used for construction cost(s) and CE(s), are provided in Appendix D.

#### **14. ENVIRONMENTAL CONDITIONS AND EFFECTS**

The environmental analysis is detailed in Appendix F. All required assessments, evaluations and documentation (National Environmental Policy Act [NEPA], Section 404, Endangered Species Act (ESA), Cultural Resources, EO 11988) were assessed. No significant issues are anticipated at this time.

SWT Regulatory exempted from Section 404(f)(1) of the Clean Water Act regulation the activities to be completed under this project provided the construction does not impair the flow or circulation of waters of the U.S. or reduce the reach of such waters. The exemption letter is in Appendix H.

#### **15. PUBLIC AGENCY AND INTEREST REVIEW**

An Interagency Levee Task Force (ILTF), headed by USACE, is not anticipated to be required. Headquarters USACE nor the Federal Emergency Management Agency (FEMA) directed activation of an ILTF.

Both FEMA and National Resources Conservation Services will be provided copies of this PIR upon approval.

#### **16. PROJECT MANAGEMENT**

a. Funding Authority.

- 1) Program and Appropriation: PL 84-99, Fed FRM Rehabilitation, FCCE, 96x3125
- 2) Class: 310
- 3) CWIS Number: 483839

b. Project Funds (Montgomery County Constructed). The CE, prepared by SWT, is shown in Table 2.13.1. The Levee is a non-federal, privately constructed, levee; project costs are to be funded via cost share at 80% federal /20% non-federal.

c. Project Repair Schedule.

An estimated project schedule as prepared by SWT is shown in Table 16.1.

**Table 16.1 - Estimated Project Schedule**

| <b>Milestone</b>                                              | <b>Date</b> |
|---------------------------------------------------------------|-------------|
| PL 84-99 Effort Initiated (letter to Public Sponsors)         | 5-Jun-19    |
| PIR Submittal to SWT (40 days)                                | 1-Jul-19    |
| Complete PIR                                                  | 10-Aug-19   |
| PIR Approval from SWD (10 days)                               | 20-Aug-19   |
| Expected Project Approval Date                                | 20-Aug-19   |
| Receive Project Funds                                         | 20-Aug-19   |
| Real Estate Acquisition Start Date                            | 20-Aug-19   |
| Real Estate Certification Date                                | 19-Oct-19   |
| Complete Construction P&S (45 – 60 days after approved)       | 19-Oct-19   |
| Cooperation Agreement Signed (30 days after receipt of funds) | 19-Sep-19   |
| Contract Advertisement (30 days after P&S)                    | 18-Nov-19   |
| Contract Bid Opening (45* days after (P&S)                    | 3-Dec-19    |
| Contract Award                                                | 6-Dec-19    |
| NTP Issuance                                                  | 16-Dec-19   |
| Construction Start                                            | 30-Dec-19   |
| Construction Completion                                       | TBD         |
| Construction Final Inspection                                 | TBD         |
| Fiscal Closeout Completed                                     | TBD         |
| NOTE: 'days' = calendar days                                  |             |

**Table 16.2 - RIP/PIR PDT Members**

| <b>Function</b>                             | <b>Name</b>             | <b>Office</b> | <b>Phone #</b> |
|---------------------------------------------|-------------------------|---------------|----------------|
| PL 84-99 Program Manager                    | Kerri Stark             | CESWT-EM      | (918) 200-4603 |
| Project Manager                             | Sharon (Vandi) Leheny   | CESWF-PM-C    | (817) 886-1563 |
| Cost Estimating                             | Terry Rice              | CESWT-DS-D    | (918) 669-7497 |
| Economics                                   | Glenn Fulton            | CESWF-PEC-PE  | (918) 669-7453 |
| Environmental/Cultural Resources/Regulatory | Eric Lam                | CESWF-PEC     | (405) 543-6587 |
| Hydrology & Hydraulics                      | David Williams          | CESWT-EC-HF   | (918) 669-7091 |
| Lead Engineer/Geotechnical                  | Syed Haneefuddin        | CESWF-EC-G    | (972) 900-2748 |
| Real Estate                                 | Anthony (Tony) Mendolia | CESWF-RE-P    | (817) 886-1643 |
| Regulatory                                  | Marcus Ware             | CESWT-OR      | (918) 669-7403 |
| Regulatory                                  | Michael Ware            | CESWT-OR      | (918) 669-7619 |
| Levee Safety Program Manager                | Jordan Holmes           | CESWT-EC-DI   | (918) 438-9352 |



**PROJECT AUTHENTICATION**

Technical Points of Contact are listed in Table 16.2

Prepared By:

LEHENY.SHARON.VANDI | Digitally signed by  
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Date: 2019.08.05 09:23:55 -05'00'

Sharon Vandt Leheny  
Project Manager  
(817) 886-1563

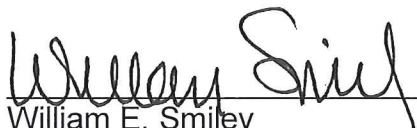
District Approvals:

STARK.KERRI.D.123096 | Digitally signed by  
9040 | STARK.KERRI.D.1230969040  
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Kerri Stark  
PL 84-99 Program Manager  
(918) 200-4603

ANDERSON.DANIEL. | Digitally signed by  
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Date: 2019.08.06 06:53:02 -05'00'

Daniel W. Anderson, P.E.  
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Chief, Emergency Management  
(918) 403-9857

  
Scott S. Preston, P.E.  
COL, EN  
Commanding  
(918) 669-7201

Division Approvals:

Anthony Semento  
Chief, Readiness & Operations Division  
(469) 487-7089

Paul E. Owen  
BG, EN  
Commanding  
(436) 487-7002

## **PART III – APPENDICES**

- A. Project Sponsor's request for Rehabilitation Assistance
- B. Project Location Maps
- C. Project Damage Photos
- D. Cost Information (Incl. ROM, Est. Quantities for Construction & CE)
- E. Economics
- F. Environmental
- G. Real Estate
- H. Section 404 Exemption Letter
- I. PIR Checklist
- J. Acronym List

# **APPENDIX A**

## **Project Sponsor's Request for Rehabilitation Assistance**





102 W 7th St. • P.O. Box 1629 • (620)252-6100  
Coffeyville, KS 67337-0949

July 1, 2019

U.S. Army Corps of Engineering  
Tulsa District  
Request ATTN: Emergency Management Office  
2488 E. 81<sup>st</sup> Street  
Tulsa, Oklahoma 74137

To whom it may concern:

The purpose of this letter is to request Rehabilitation Assistance from the U.S. Army Corps of Engineers under Public Law 84-99 for the repair of the Coffeyville Levee, which was damaged by the flood during the period of May 9, 2019 to June 5, 2019. The project is Active in the Rehabilitation and Inspection Program, and was last inspected by the Corps of Engineers on August 15<sup>th</sup>, 2018. The location of the levee and a brief description of the damage are as follows:

The Coffeyville levee is located along the Verdigris River's right bank in Coffeyville Kansas all within Montgomery County (Sec31T34SR17E, Sec6T35SR17E, and Sec1T35SR16E).

During the recent flooding the Coffeyville levee system's north end was experiencing large numbers of sand boils. To help alleviate the issue a culvert was plugged in order to flood the land side drainage ditch to equalize the hydrostatic pressure at the suggestion of the Corps of Engineers.

As the river level was approaching the top of the levee at the recommendation of the Corps the top of the levee was windrowed in order to add some additional height to the levee.

Once we were able to view the rip-wrap section of the river bank it was noticed that a lot of the soil and rocks on the back side of the rip-wrap had been washed away.

We also had a pump located on the south end of the levee start experiencing issues during the high water event.

Additional damage may be discovered if a more detailed inspection of the levee is conducted with assistance from the Corps of Engineers.

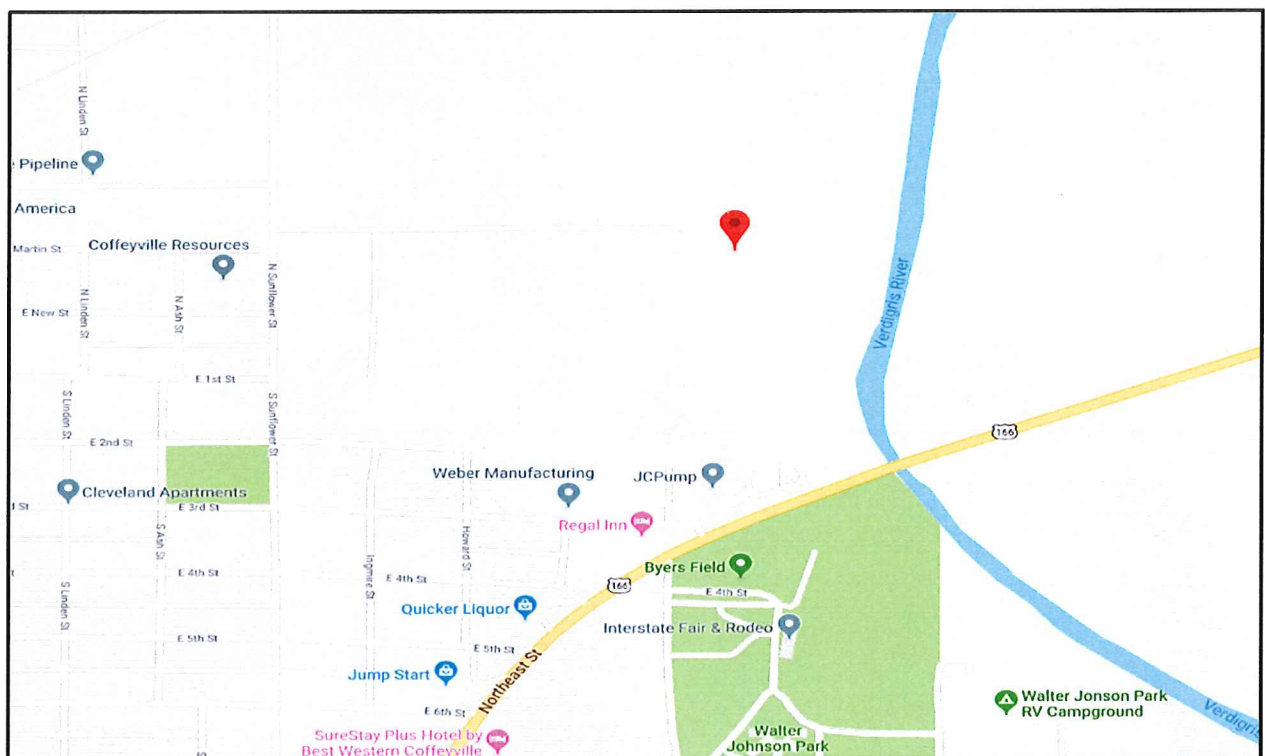
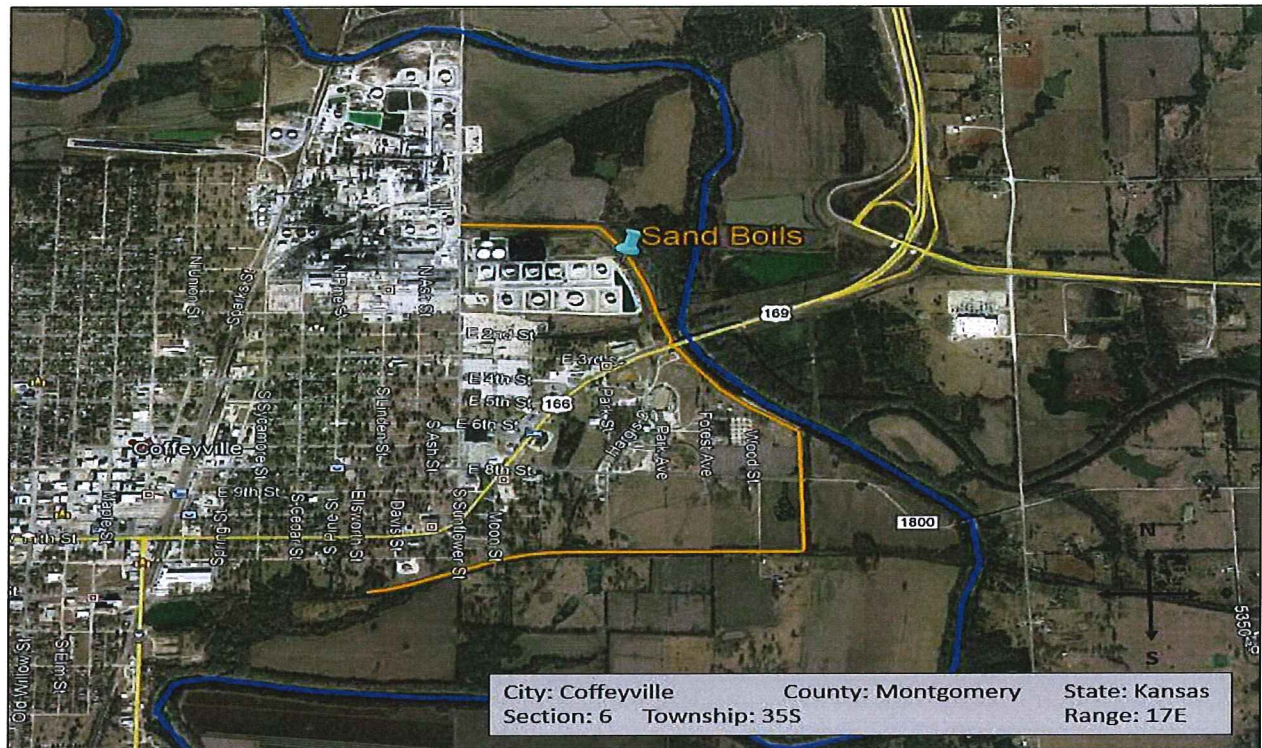
Sincerely,

A handwritten signature in blue ink, appearing to read "Thomas Osborn", followed by a horizontal line.

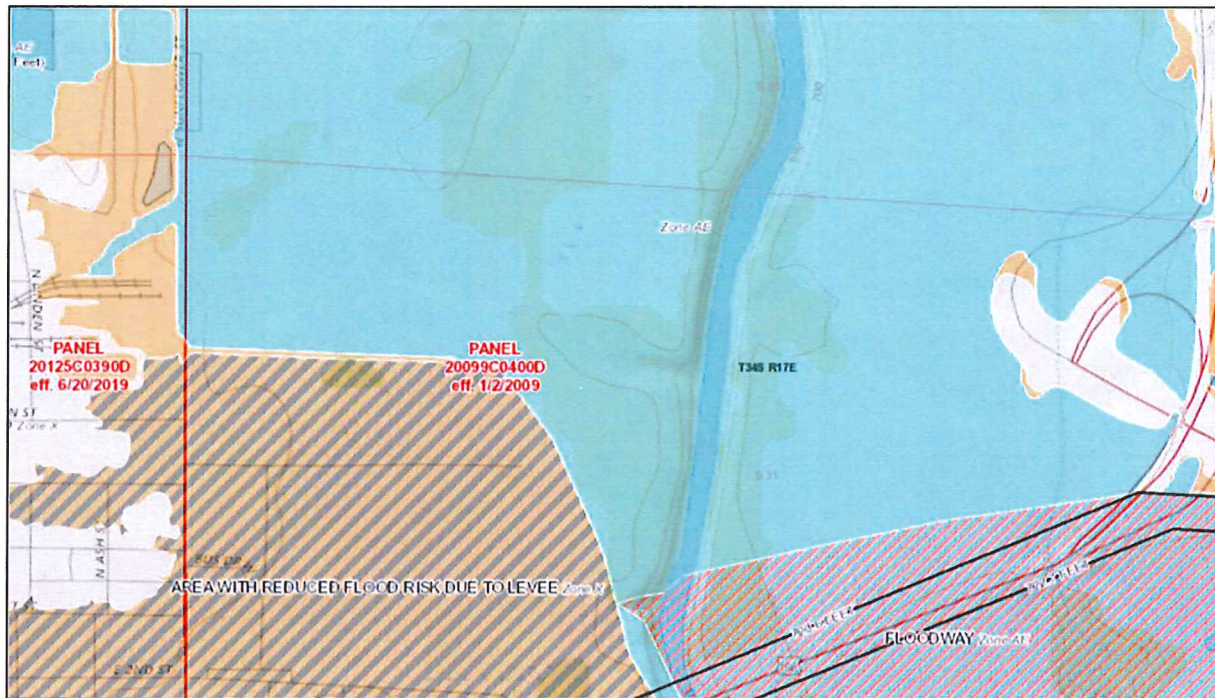
Thomas Osborn  
Superintendent of Engineering  
620-252-6131 (office)

# **APPENDIX B**

## **Project Location Maps**

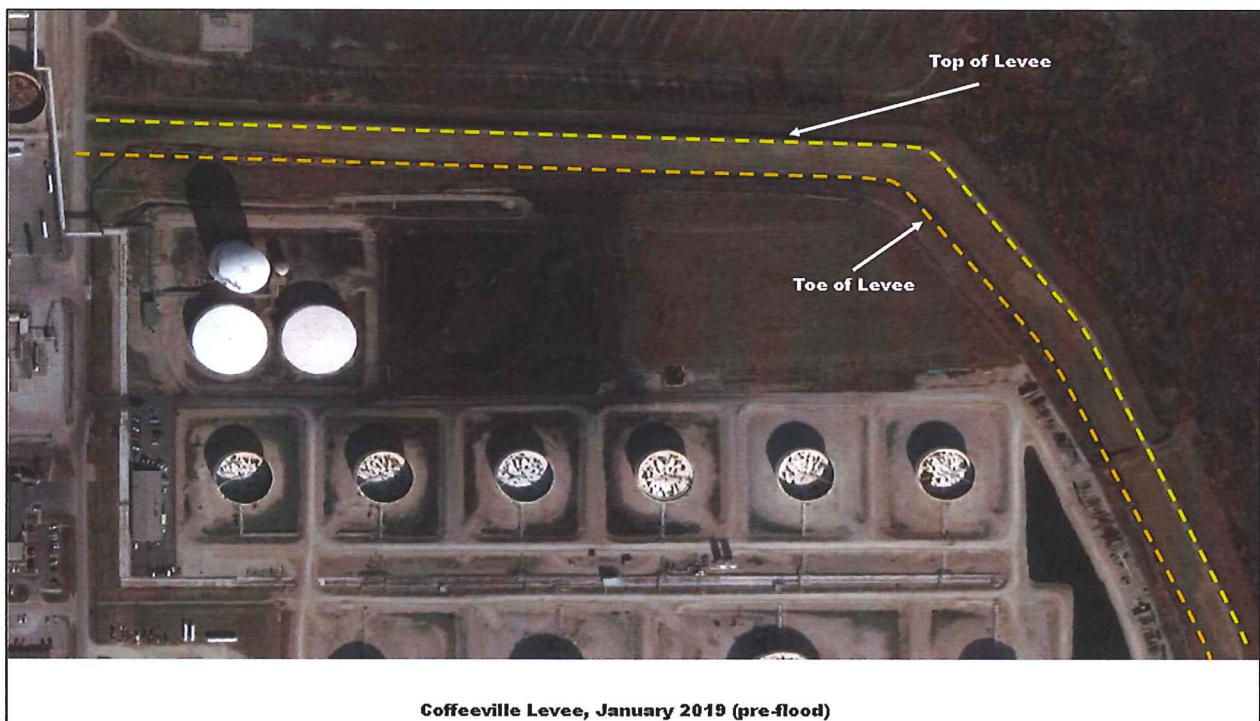
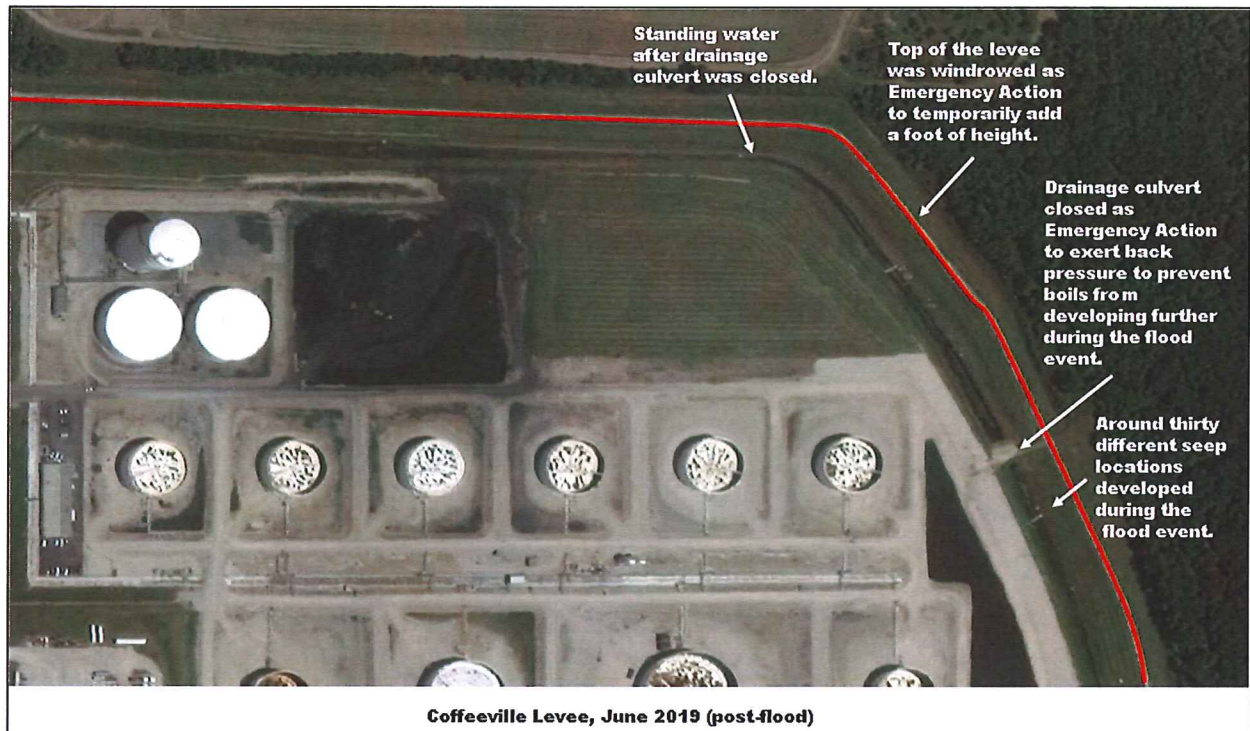




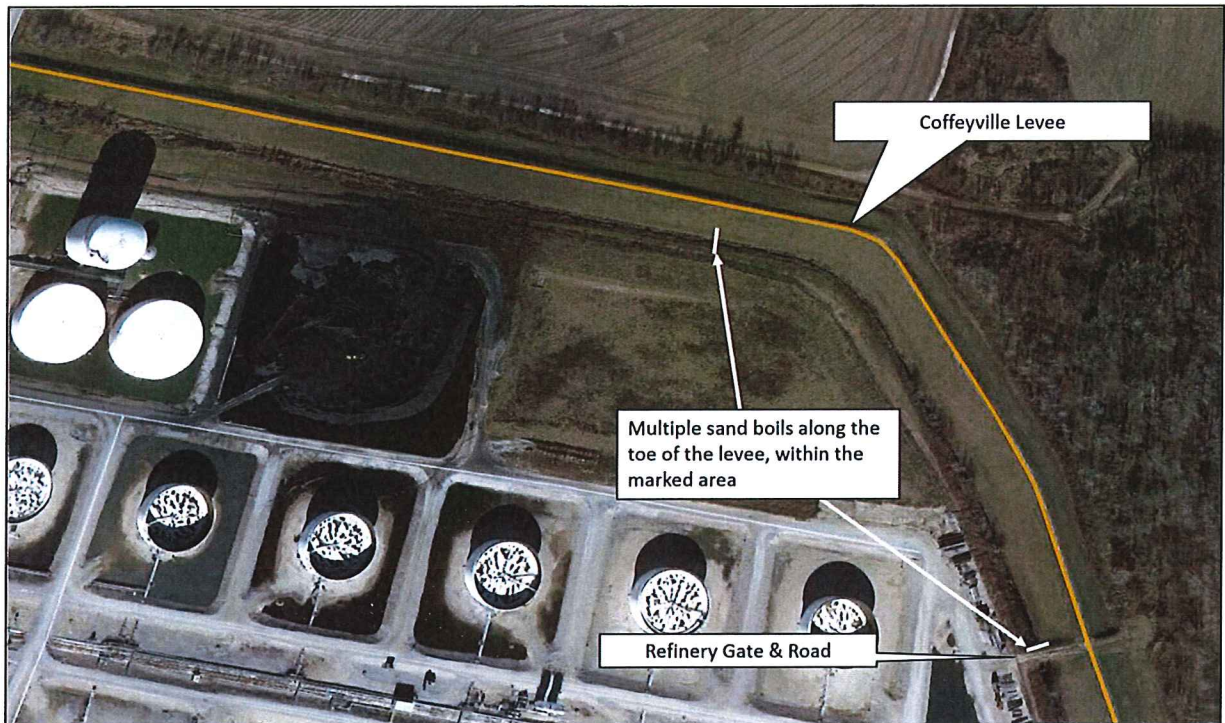


# **APPENDIX C**

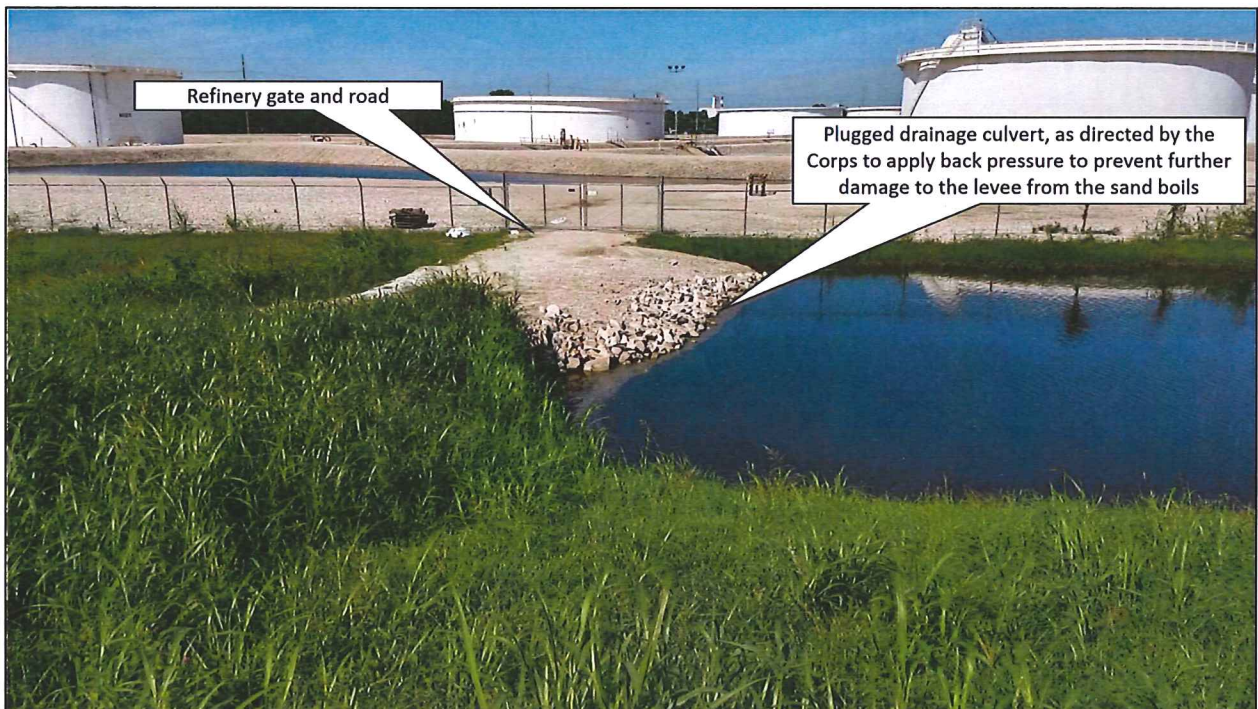
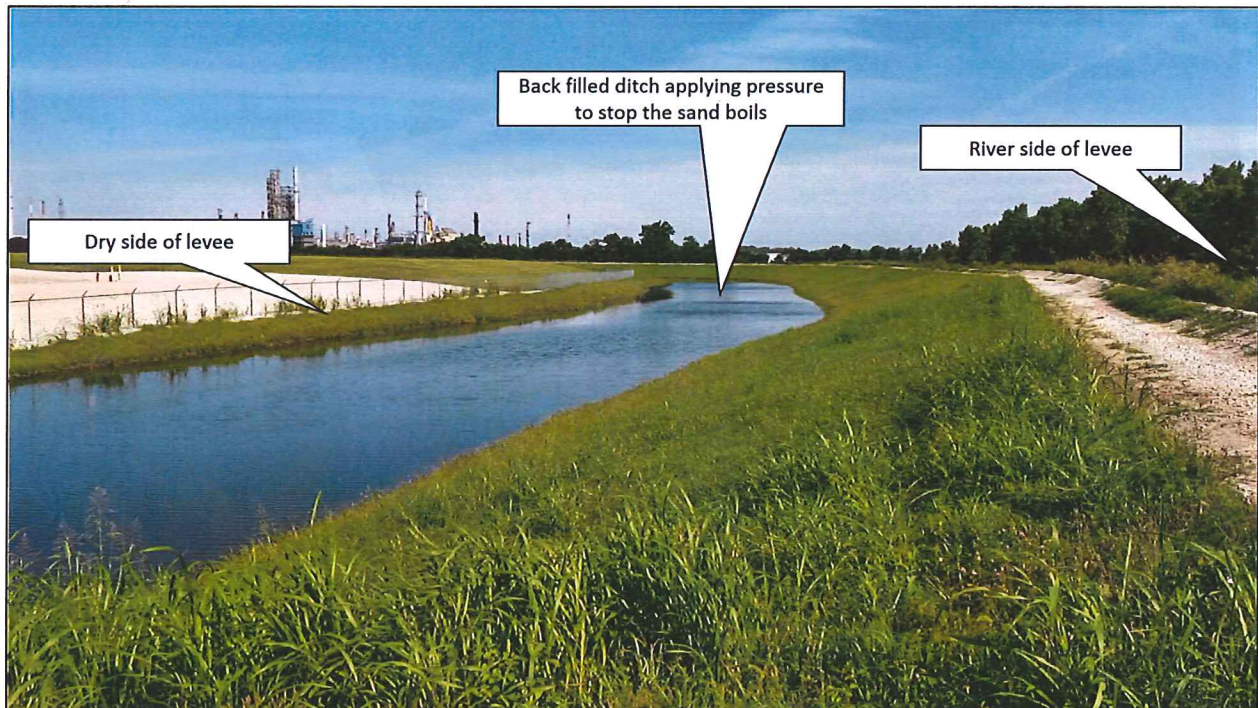
## **Project Damage Photos**















# **APPENDIX D**

## **Cost Information ROM & Estimated Quantities for Construction & Total Project Cost**



Rough Order of Magnitude (ROM). The ROM CE (Table D.1) is generated based on quantities from the post flood event site visit by the SWT PDT. These quantities are based on the SWT PDT's best engineering judgment, and in some cases physical measurements taken during the site visit. These quantities are used to develop the CE that reflects the best possible repair of the project.

**Table D.1 – ROM / Estimated Quantities for Construction**

| ITEM                         | QUANTITY | UOM | UNIT PRICE | TOTAL COST          |
|------------------------------|----------|-----|------------|---------------------|
| Mob/Demob                    | 1        | LS  |            | \$4,125.00          |
| Re-Grade Windrow             | 14,670   | SY  | \$1.65     | \$24,205.50         |
| Control of Water             | 1        | LS  |            | \$18,510.00         |
| Stripping                    | 4,780    | SY  | \$1.60     | \$7,648.00          |
| Excavate Unsuitable Material | 370      | CY  | \$32.55    | \$12,043.50         |
| Compacted Borrow Fill        | 370      | CY  | \$39.90    | \$14,763.00         |
| Geotextile Fabric            | 4,780    | SY  | \$6.15     | \$29,397.00         |
| Sand Filter ASTM C33         | 450      | CY  | \$96.85    | \$43,582.50         |
| Bedding                      | 930      | CY  | \$119.00   | \$110,670.00        |
| Riprap                       | 1,940    | CY  | \$134.35   | \$260,639.00        |
| Remove Culvert Blockage      | 355      | CY  | \$21.30    | \$7,561.50          |
| <b>Subtotal</b>              |          |     |            | <b>\$529,020.00</b> |
| <b>Contingency (10%)</b>     | -        |     |            | <b>\$52,902.00</b>  |
| <b>Construction Total</b>    |          |     |            | <b>\$581,922.00</b> |

#### Cost Estimate – Total Project Cost.

The CE includes construction and non-construction costs. Non-construction costs typically include E&D and S&A. CE's developed for this project utilized 2019 pricing data and represent the costs to repair damages caused by the May-June 2019 flood event. The costs are based on a combination of Micro-Computer Aided Cost Estimating System Second Generation (MII) cost data and unit costs from similar projects. Quantities were prepared by the SWT Team. The total cost includes a 10% contingency.

E&D costs include preparation of the plans and specifications, reviews, BCOES, solicitation and award, project management, and engineering during construction for the construction contract. When E&D is approved, and funds are provided, an additional site visit will be needed for the PDT. Additionally, a survey must be conducted to support the 100% design.

S&A costs are for the supervision and administration of the contract that will be required to perform the various aspects of construction for this project. S&A includes Project Management, Construction Quality Assurance, and Contract Administration costs.

The CE presented in Table D.2 was prepared in accordance with ER 500-1-1, 5-2 v:

*“(1) For construction contracting using PL 84-99 funds, contingency amounts are limited in order to allow HQUSACE maximum flexibility to address new emergencies. For dredging contracts, the maximum allowable contingency percentage is 15 percent of the construction cost of the project. For all other types of contracts, the maximum allowable contingency percentage is 10 percent of the construction cost of the project...”*

*“(3) E&D costs for projects where the construction cost is greater than \$100,000 are limited to a maximum of six percent, or \$11,000, whichever is greater....”*

*“(5) S&A costs for projects where the construction cost is greater than \$100,000 are limited to a maximum of six percent, or \$11,000, whichever is greater.”*

**Table D.2 – Cost Estimate (Constrained by ER 500-1-1)**

| Item                              | Total Cost        | Federal Share     | Local Share       |
|-----------------------------------|-------------------|-------------------|-------------------|
| <b>Levee:</b>                     |                   | <b>80%</b>        | <b>20.0%</b>      |
| Levee Construction                | \$581,922.00      | \$ 465,537.60     | \$ 116,384.40     |
| Engineering & Design <sup>1</sup> | \$ 34,915.32      | \$ 34,915.32      | \$ -              |
| Supervision & Administration      | \$ 34,915.32      | \$ 27,932.26      | \$ 6,983.06       |
| <b>Total:</b>                     | <b>\$ 651,753</b> | <b>\$ 528,385</b> | <b>\$ 123,367</b> |

<sup>1</sup>100% Federal Share

SWT contends that funding at this level is inadequate and would require a follow-on supplemental funding request, for additional E&D and S&A, to see the project through to completion.

Thus, Table D.3 was prepared in accordance with ER 500-1-1, 5-2 v (6):

*“(6) Should circumstances merit higher amounts for E&D and/or S&A, then justification will be included in the initial funding request, or with a supplemental funding request.”*

CE costs for Table D.3 were prepared using the USACE Walla Walla (NWW) Cost Center of Expertise (CCX) Total Project Cost Summary Sheet (snip it at Figure D.1). This sheet is used USACE wide to develop CE's; typically deviations from this worksheet require justification. The percentages of construction cost within the sheet are based on historical data from Civil Works projects as researched by the NWW CCX.



**Figure D.1 – NWW CCX - Total Project Cost Summary Sheet**

| ENGINEERING & DESIGN PHASE -> 30 ACCOUNT |                                             | % of Construc |
|------------------------------------------|---------------------------------------------|---------------|
| PROJECT MANAGER, XXX                     | Program Management:                         | 2.5%          |
| CHIEF, DPM, XXX                          |                                             |               |
| CHIEF, PLANNING, XXX                     | Planning & Environmental Compliance:        | 1.0%          |
| CHIEF, ENGINEERING, XXX                  | Engineering & Design:                       | 15.0%         |
| CHIEF, COST ENGINEERING, XXX             | Reviews, ATRs, IEPs, VE:                    | 1.0%          |
| CHIEF, ENGINEERING, XXX                  | Life Cycle Updates (cost, schedule, risks): | 1.0%          |
| CHIEF, CONTRACTING, XXX                  | Contracting & Reprographics:                | 1.0%          |
| CHIEF, ENGINEERING, XXX                  | Engineering During Construction:            | 3.0%          |
| CHIEF, PLANNING, XXX                     | Planning During Construction                | 2.0%          |
| CHIEF, OPERATIONS, XXX                   | Adaptive Mgmt & Monitoring:                 | 1.0%          |
|                                          | Project Operations                          | 1.0%          |
| CONSTRUCTION PHASE -> 31 ACCOUNT         |                                             |               |
| CHIEF, CONSTRUCTION, XXX                 | Supervision & Assurance:                    | 10.0%         |
| CHIEF, OPERATIONS, XXX                   | Project Operation:                          | 2.0%          |
| CHIEF, DPM, XXX                          | Program Management:                         | 2.5%          |

**Table D.3 – Cost Estimate (Incorporating NWW CCX Historical Percentages)**

| Item                              | Total Cost        | Federal Share     | Local Share       |
|-----------------------------------|-------------------|-------------------|-------------------|
| <b>Levee:</b>                     |                   | <b>80%</b>        | <b>20.0%</b>      |
| Levee Construction                | \$ 581,922.00     | \$ 465,537.60     | \$ 116,384.40     |
| Engineering & Design <sup>1</sup> | \$ 142,570.89     | \$ 142,570.89     | \$ -              |
| Supervision & Administration      | \$ 72,740.25      | \$ 58,192.20      | \$ 14,548.05      |
| <b>Total:</b>                     | <b>\$ 797,233</b> | <b>\$ 666,301</b> | <b>\$ 130,932</b> |

<sup>1</sup>100% Federal Share

SWT will submit the funds request for this project based on the CE in Table D.3 to ensure that E&D and S&A requirements are fully funded.

Justification for use of the Table D.3 CE include:

- ER 500-1-1 was published in 2001 and doesn't take into consideration the additional actions (BCOES, reviews, contracting, etc.) and subsequent resourcing requirements to complete those actions.
- To not fully fund this project as requested in Table D.3 would be contrary to USACE planning guidance, which advises that we need to ensure that all resources needed are identified and available for the duration of a project; if available, they have to be funded.
- To not fund stated requirements would also 'self-impose' the risk of not being able to complete the project on time or within budget. This would be a conflict with USACE and Industry risk-based planning and project management principles.

# **APPENDIX E**

## **Economics**

### Economics

1. **Location:** This non-federal flood control project is comprised of a levee along the west bank of the Verdigris River on the northeast end of City of Coffeyville, Kansas.
2. **Protected Area:** The Levee, in its current state, offers protection of nearly 9,500 residents and residential, commercial, and agricultural properties within the project area. Periodic flooding of these previously protected areas is expected if any further storm events undermine the temporary fix that is currently in place and/or if the Levee is not rehabilitated.
3. **General:** According to ER 500-1-1, the period of analysis for PL 84-99 projects is the lesser of the following: 50-years, the degree of protection afforded by the project, or the anticipated remaining life of the project without major rehabilitation. If repairs are performed, the project will be restored to its previous level of protection and engineers estimate that it would protect to a 1% annual chance of exceedance event.

Because the repair is expected to remedy the damage caused by the flood event and address the issues created by the 2019 event, the project is not expected to require significant rehabilitation for at least 50 years. The period of analysis is therefore 50 years. All project benefits and costs are expressed in 2019 dollars. Benefits and costs are annualized over the period of analysis using the Federal discount rate prescribed for water resources projects, currently set at 2.75%.

4. **Benefits and Costs:** Average annual benefits were calculated using the following assumptions:
  - a. If the flood control work is not rehabilitated, repairing it will grow increasingly difficult and expensive.
  - b. The floodplain is flat to gently sloping across the entire project area.
  - c. If the project is not rehabilitated to its pre-flood conditions, the impacted properties will most likely see an increase in damages.
  - d. Average annual benefits for this report are produced by determining the total value of structures that receive flooding at or above the first floor elevation, assuming that the flood control component is not in place.
  - e. Structure Damage Reduction Benefits. Damage reduction benefits accrue to structures impacted by inundation as a result of system failure. The structure inventory for Wichita was extracted from the National Structure Inventory database. Structure values are in October 2018 price level. Google Earth was used to estimate flood extents and depths. The damage analysis for structures includes impacts to residential and commercial structures. Depth-damage functions were



applied to compute structure damage for the residential and commercial structures. Application of depth-damage function assumptions are as follows:

1. All structures are either commercial or tanks
2. All structures not commercial are tanks
3. All structures are one-story
4. All structures are slab foundation
5. Foundation heights were surveyed using Google Street View
6. Content values were included.

5. **Benefit Calculation:** Table E.1 shows the benefit calculation for Coffeyville Levee. In the without project condition damages are shown for the 100 year event. The 'with project' condition assumes that the project has been repaired and the system is back at its designed 100-year protection.

**Table E.1 - Benefit Calculation**

| Year                   | Frequency | Value         | Average Annual |
|------------------------|-----------|---------------|----------------|
| Existing               |           |               |                |
| 100                    | 0.01      | \$ 15,000,000 | \$ 30,000      |
| With Project           |           |               |                |
| 100                    | 0.01      | \$ -          | \$ -           |
| Average Annual Benefit |           |               | \$ 30,000      |

6. **Economic Justification:**

- a. Annual Costs: Based on first cost of \$651,753 an economic life of 50 years and a 2.875 percent Federal Discount Rate, the total annual cost is \$25,087.
- b. Annual Benefits: The Coffeyville Levee protects approximately \$30,000 annually over multiple structures.
- c. Benefit to Cost Ratio: 1.2

7. **Net Benefits and BCR:**

Table E.2 below shows the estimated net benefits and the BCR if funded according to Table D.2 of the regulation. With a BCR of 1.2 to 1, the repairs are justified from an economic perspective. If funded according to Table D.3 of the regulation the BCR would be 0.98 to 1.



Table E.2 - Benefit-to Cost Ratio

| Benefit and Costs of Repairs          |                  |
|---------------------------------------|------------------|
| Economic Life (years)                 | 50               |
| Construction period (years)           | 0.5              |
| Discount rate                         | 2.875%           |
|                                       |                  |
| Project Costs                         |                  |
| Project first cost                    | \$651,753        |
| Interest during construction          | \$9,325          |
| <b>Total project costs</b>            | <b>\$661,078</b> |
|                                       |                  |
| Annual Costs                          |                  |
| Interest                              | \$19,006         |
| Amortization                          | \$6,081          |
| Major replacements                    | \$0              |
| Operations and maintenance            | \$0              |
| <b>Total annual costs</b>             | <b>\$25,087</b>  |
|                                       |                  |
| Annual Benefits                       |                  |
| Flood damage reduction (with project) | \$30,000         |
|                                       |                  |
| <b>Benefit-to-Cost Ratio</b>          | <b>1.2</b>       |
| <b>Excess Benefits Over Costs</b>     | <b>\$4,913</b>   |

# **APPENDIX F**

## **Environmental**

## Environmental

The Coffeyville Levee is located along the Verdigris River, feeding in to the Arkansas River Basin at Coffeyville, KS. The Arkansas River is a major tributary of the Mississippi River. It generally flows to the east and southeast as it traverses the U.S. states of Colorado, Kansas, Oklahoma, and Arkansas. The river's source basin lies in the western U.S. in Colorado, specifically the Arkansas River Valley. It then flows east into the Midwest via Kansas, and finally into the South through Oklahoma and Arkansas. At 1,469 miles (2,364 km), its mouth is at Napoleon, Arkansas, and its drainage basin covers nearly 170,000 square miles (440,300 km<sup>2</sup>).

1. **Environmental Assessment.** The proposed repair would comply with the NEPA requirements. The Government would obtain all required environmental clearances and approvals (permits) required, if any. The project would need to be reassessed for environmental compliance in the event of any changes to the repair, including activities such as in-water work, impacts to habitat features, or fill within waters of the U.S.
2. **Levee.** During the flood event, water levels got within inches of overtopping the levee at some places. Typical river level is 3 ft above bottom, top of levee 26.5 ft, flood peaked at 25.8 ft. As an emergency action the USACE advised to scrape the gravel to increase the height of the levee, and cover with visqueen; to prevent overtopping. The gravel was scraped up, but visqueen was not applied. Around 20 to 40 sand boils developed on the land side of the levee, starting around 1,700 ft east of N Sunflower Street, extending along the levee another 900 ft. Sandbags and pipes were applied around the sand boils, but material was still piping through. To stop this, a culvert on the land side was stopped up to allow ponding on top of the boils. This emergency measure exerted enough back pressure to prevent further material piping through the sand boils.

Most of the Levee is bordered by strips of Verdigris River associated growth, which provide areas of suitable habitat for many wildlife species. While coordination has not been conducted with the U.S. Fish and Wildlife Service, at this point it is unlikely that any federally listed T&E, or recognized critical habitat exists in or near the project area. There are a few Critical Habitat Designated species in Montgomery County (the Delta Hydrobe, Ouachita Kidneyshell Mussel, Western Fanshell Mussel, Butterfly Mussel, Neosho Mucket Mussel, Eastern Spotted Skunk, Rabbitsfoot Mussel, and American Burying Beetle) but are unlikely to be disturbed by this project. There are no SINC species with critical habitat in Montgomery County.

3. **Repair Effects.** Best management practices will be employed during construction to minimize environmental impacts. Repair of the levee and associated areas is not expected to have significant impacts to any natural or cultural resources, T&E, fish and wildlife, water quality, or flood plains. However, impacts will be addressed through the appropriate level of review under the NEPA and other applicable federal environmental laws. Appropriate management measures will need to be employed



during structural repair, such as erosion control measures, to ensure that minimal, if any, impacts would occur to the adjacent habitat and waters. The Regional Planning and Environmental Centers, Planning and Environmental Office, located in SWT, will be responsible for oversight of environmental compliance for the proposed project during the design phase of the project.

4. **Permit Requirements.** Section 404 of the Clean Water Act regulates the discharge of dredged or fill material into waters of the U.S., including jurisdictional wetlands. Individual permits and general permits are issued by the USACE Regulatory Program for activities that involve the placement of dredged or fill materials within waters of the U.S. including jurisdictional. The Regulatory Office can also exempt appropriate activities in Water of U.S. by utilizing Section 404 (f)(1). Although the USACE does not issue itself permits for its own projects, USACE regulations state that the USACE must apply the 404 (b)(1) guidelines (40 CFR Part 230) and substantive requirements of Section 404 to its activities. The Regulatory Office has the responsibility ensures that the 404 (b)(1) guidelines are adhered too. A memorandum from the Regulatory Office generally conveys any CWA requirements for proposed USACE actions.

The SWT Regulatory Office provided a 404(f)(1) exemption in Appendix H.

5. **Applicability of Executive Order (EO) 11988.** EO 11988 requires Federal agencies to avoid, to the extent possible, the long and short-term adverse impacts associated with the occupancy of the floodplain, and to avoid direct and indirect support of floodplain development where there is a practicable alternative. In accomplishing this objective, "...each agency shall provide leadership and shall take action to reduce the risk of flood loss, to minimize the impact of floods on human safety, health and welfare, and to restore and preserve the natural and beneficial values served by flood plains."

Per Engineering Regulation 500-1-1, the provisions of EO 11988 are normally not applicable to the repair of FCW to the pre-disaster condition, as the repair actions do not directly affect either the modification or occupancy of floodplains, and do not directly or indirectly impact floodplain development. The proposed project does not constitute a major rehabilitation project, require extensive E&D, or significantly change the project footprint and therefore is not required to be evaluated for its impact on the floodplain.

6. **NEPA (42 USC 4321 et seq.).** The proposed work will be formally coordinated throughout the planning, design, and construction phases with the following agencies:
  - a. U.S. Fish and Wildlife Service
  - b. Environmental Protection Agency
  - c. Kansas Department of Environmental Quality
  - d. State Historic Preservation Office

e. Kansas Game and Fish Commission

f. Interested Tribes

All required assessments, evaluations and documentation (NEPA, ESA, Cultural Resources, EO 11988) are currently being assessed. This project falls under the Programmatic Environmental Assessment and should result in a Finding of No Significant Impact (FONSI). All required assessments, evaluation, and documentation will be completed prior to contract award. No significant issues are anticipated at this time. The Section 404(f)(1) Exemption is in Appendix H. Any other documentation will be added to the file when complete.

The design will be coordinated with and reviewed by the above-listed agencies, and their recommendations will be considered and implemented, as appropriate. In accordance with ER 200-2-2, Procedures for Implementing NEPA, paragraph 8, Emergency Actions, the environmental effects of the proposed rehabilitation will be considered during the planning process.

7. **Federal Water Pollution Control Act Considerations.** The purpose of the Federal Water Pollution Control Act (33 USC § 1252 et seq.), commonly referred to as the Clean Water Act (CWA), is to restore and maintain the chemical, physical, and biological integrity of the nation's waters.

Section 401 and 404: The proposed repairs fall within the CWA Section 404 (f)(1) exemption. Therefore, the Regulatory Office is expected to verify this exemption.

The proposed action falls within the Clean Water Section 404 (f)(1) Exemptions for Maintenance Activities, which includes emergency reconstruction of recently damaged parts, of currently serviceable structures provided:

- DOES NOT include any modification that changes the character, scope, or size of the original fill design
- Emergency reconstruction must occur within a reasonable period of time after damage occurs to qualify for the exemption
- If a maintenance activity would involve ANY modifications to the original fill design, including the location of the fill, the type of material to be used, the amount of material used, etc., then the activity DOES not qualify for the maintenance exemption and a DA permit would be required. However, the activity may qualify for authorization under a Nationwide Permit 3, Maintenance.

Additional information concerning Flood Recovery and Repair Activities can be found at the following website:

<https://www.swt.usace.army.mil/Missions/Regulatory/Flood-Recovery-and-Repair-Activities-in-the-Tulsa/>

Documentation will be added to the design files when complete.

Section 402: The proposed action would disturb less than one acre of land. As such, a Section 402 permit is not required. Design changes during E&D may change project impacts and thereby change the compliance processes and timelines. Compliance with the CWA will be assessed with each design change.

8. **Archaeological Considerations.** Prior to repairs, a Corps archeologist will conduct a cultural resources survey of the project area to determine whether there is a potential for the proposed repairs to cause effects to historic properties. The Corps will evaluate the project and prepare documentation necessary pursuant to compliance with Section 106 of the National Historic Preservation Act. The report will include the findings of the investigations for each repair site, recommendations for archaeological monitoring during construction, and a determination of effects to archaeological and historic properties. The Corps' determinations of effects to historic properties, the investigation report, and monitoring plan will be coordinated with the appropriate state and/or tribal historic preservation officers to obtain compliance with Section 106 of the NHPA prior to initiation of construction.



# **APPENDIX G**

## **Real Estate**

### REAL ESTATE

In accordance with the Flood Control Act of 1941, the Sponsor will be responsible to provide, at no cost to the U.S., all lands, easements, and rights-of-way (LER) as necessary for the construction and maintenance of the authorized work. The required LER will be provided after the project agreement has been executed. All LER must be provided prior to the construction contract being awarded. The Sponsor will provide legal certification that all necessary rights-of-way have been obtained and will grant the U.S. the right to enter upon these lands for project purposes.

The required estates that may need to be acquired are as follows:

#### “TEMPORARY WORK AREA EASEMENT

A temporary easement and right-of-way in, on, over, and across (the land described in Schedule A) (Tract Nos. \_\_, \_\_, and \_\_), for a period not to exceed \_\_\_\_\_, beginning with date possession of land is granted to the United States, for use by the United States, its representatives, agents, and contractors as a (borrow area) (work area), including the right to (borrow and/or deposit fill, spoil and waste material thereon) (move, store, and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the \_\_\_\_\_ Project, together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines.”

#### “BORROW EASEMENT.

A perpetual and assignable right and easement to clear, borrow, excavate and remove soil, dirt, and other materials from (the land described in Schedule A) (Tracts Nos. \_\_, and \_\_);\* subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges in said land as may be used without interfering with or abridging the rights and easement hereby acquired.

*\*The easement estate may be limited as to time, depending upon project requirements.”*

The following are examples that can be used to acquire these estates should they be deemed necessary:



**WAIVER**

Date:

Owner:

Property: (Identified on Attachment A, attached hereto for all purposes)

Owner (\_\_\_\_\_) has decided to donate an easement to the property identified in Attachment A, to the City of Coffeyville, for the repair of the levee affected by the 2019 flood event. During negotiations with the City of Coffeyville, the Owner was fully advised of the right to have the property appraised, at the expense of the City of Coffeyville, and to receive just compensation for the easement based upon the appraisal.

For a valuable consideration, the Owner waives all rights to an appraisal on the property and their right to receive just compensation for the easement.

This waiver is binding upon the Owner and the heirs, successors, and assigns of the Owner.

(Owner) \_\_\_\_\_

(Owner's spouse, if any) \_\_\_\_\_

STATE OF KANSAS, COUNTY OF: \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_

Notary Public, State of Kansas

(Seal)

Printed or Typed Name of Notary

Notary's Commission Expires: \_

**RIGHT OF ENTRY**

**Whereas**, the City of Coffeyville has agreed to cooperate with the U.S. Army Corps of Engineers (USACE) in the re-construction of the levee(s) identified under PL 84-99 as having 2019 flood damage: and,

**Whereas**, certain easement(s) were acquired by the City of Coffeyville for that purpose.

For and in consideration of the benefits resulting from the repair of the levee under the jurisdiction of the City of Coffeyville, the City of Coffeyville does hereby grant unto USACE, its contractors, licensees, and assigns, the right, privilege, license and permit to enter in and upon those lands, rights-of-way, licensed properties and easements identified in Attachment A for the purpose of repairing of the levee under the jurisdiction of the City of Coffeyville.

Also, all grants, transfers and assignments herein made are temporary in nature and are made for the sole purpose of permitting construction of the project, in accordance with the official drawings, maps, and plans of the USACE, true copies of which are on file with the City of Coffeyville and to which reference is made and which are adopted by reference herein.

The City of Coffeyville is a self-insurer as to the interest of the City of Coffeyville in all lands and easements owned by the City of Coffeyville as more particularly identified in Attachment A and not otherwise insured by commercial title insurance.

Approved:

Date: \_\_\_\_\_

\_\_\_\_\_  
City of Coffeyville Attorney

**RIGHT-OF-ENTRY FOR CONSTRUCTION**

(City of Coffeyville)

(Attachment A)

The undersigned, hereinafter called the "Owner," hereby grants to the United States of America, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government and their assigns an irrevocable right to enter upon the lands hereinafter described at any time within a period of (\_\_\_\_\_) months from the date of this instrument, in order to perform construction work necessary for improvements to the levee under the jurisdiction of the City of Coffeyville.
2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided that such ingress and egress is necessary and not otherwise conveniently available to the Government.
3. All tools and equipment taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government within one (1) month after the expiration of this right-of-entry.
4. The Government shall have the right to patrol and police the lands hereinafter described during the period of this right-of-entry.
5. In the event that the Government does not acquire the necessary interest in said land prior to the expiration of this right-of-entry, the parties agree that, if any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein. If the Government does acquire such title or other necessary interest, damages would be limited to the decrease in the fair market value of the owner's remainder caused by such damage.

The land affected by this right-of-entry is located in the County of: \_\_\_\_\_  
State of Kansas, and is described in Attachment A.

WITNESSES MY HAND AND SEAL this \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

UNITED STATES OF AMERICA

BY \_\_\_\_\_  
(Title)

# **APPENDIX H**

## **Section 404 Exemption Letter**





DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, TULSA DISTRICT  
2408 EAST 81<sup>ST</sup> STREET  
TULSA, OKLAHOMA 74137-4290

CESWT-RO (1145)

19 July 2019

MEMORANDUM FOR CESWT-EM, ATTN: Mr. William Smiley

SUBJECT: Section 404 Review for PL 84-99 Rehabilitation of Coffeyville Levee,  
Coffeyville, Montgomery County, Kansas, Identification Number SWT-2019-408

1. This is in regard to a proposal from Mr. Chuck Shively, City of Coffeyville, Director of Public Works. The Levee is sponsored by the City of Coffeyville. This levee project is located on the Verdigris River, in Coffeyville, Montgomery County, Kansas.
2. The Regulatory Office has completed an evaluation pursuant to Section 404 of the Clean Water Act (CWA) for this project. Section 404 of the CWA generally requires that discharges of dredged or fill material into waters of the United States only occur in conjunction with a permit issued by the U.S. Army Corps of Engineers.
3. These activities are exempted from regulation under Section 404(f)(1), even when they would occur within waters of the United States, provided the construction does not impair the flow or circulation of waters of the United States or reduce the reach of such waters. Our assessment is that your proposed activities fall within the scope of the exemption. Therefore, the identified projects are not subject to regulation pursuant to Section 404 of the CWA, and a Department of the Army (DA) permit will not be required.
4. Although Section 404 of the CWA authorization is not required, this does not preclude the possibility that a real estate interest or other Federal, State, or local permits may be required.
5. If you have any questions or if further assistance is desired, please contact Mr. Marcus Ware at 918-669-7403.

  
for: Andrew R. Commer  
Chief, Regulatory Office

# **APPENDIX I**

## **PIR Checklist**

|     | <u>YES</u> | <u>NO</u> | <u>N/A</u> |                                                                                                                                                                                                                                                                                                            |
|-----|------------|-----------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.  | <u>X</u>   | _____     | _____      | The project is active in the RIP. [ER, 5-2.a.]                                                                                                                                                                                                                                                             |
| 2.  | <u>X</u>   | _____     | _____      | The project was damaged by flood(s) or coastal storm(s). [ER, 5-2.]                                                                                                                                                                                                                                        |
| 3.  | <u>X</u>   | _____     | _____      | The Public Sponsor has requested Rehabilitation Assistance in writing. [EP, 5-10.b.]                                                                                                                                                                                                                       |
| 4.  | <u>X</u>   | _____     | _____      | The Public Sponsor has agreed to sign the Cooperation Agreement, which will occur before USACE begins rehabilitation work. [ER, 5-10.]                                                                                                                                                                     |
| 5.  | <u>X</u>   | _____     | _____      | The estimated construction cost of the rehabilitation is greater than \$15,000, and is not considered sponsor maintenance. [ER, 5-2.q.]                                                                                                                                                                    |
| 6.  | <u>X</u>   | _____     | _____      | The repair option selected is the option that is the least cost to the Federal government, or, the sponsor's preferred alternative is selected with all increases in cost paid by the public sponsor. PIR includes justification for non-select of the least cost alternative. [ER, 5-2.h. and 5-11.e.(3)] |
| 7.  | <u>X</u>   | _____     | _____      | The public sponsor is aware of the opportunity to seek a nonstructural alternative project, and has decided to proceed with a structural rehabilitation. [ER, 5-16]                                                                                                                                        |
| 8.  | <u>X</u>   | _____     | _____      | The cost estimate in the PIR itemized the work to identify the Public Sponsor's cost share. [ER, 5-11]                                                                                                                                                                                                     |
| 9.  | <u>X</u>   | _____     | _____      | The rehabilitation project has a favorable benefit- to cost ratio of greater than 1.0:1. [ER, 5-2.r.]                                                                                                                                                                                                      |
| 10. | <u>X</u>   | _____     | _____      | The proposed work will not modify the FCW to increase the degree of protection or capacity, or to provide protection to a larger area. [ER, 5-2.n.]                                                                                                                                                        |
| 11. | _____      | _____     | <u>X</u>   | Betterments are paid 100 percent by the Public Sponsor. [5-2.o.]                                                                                                                                                                                                                                           |
| 12. | <u>X</u>   | _____     | _____      | The CA contains a provision for 80% federal and 20% local cost share for non-federal projects. [ER, 5-11.a.]                                                                                                                                                                                               |
| 13. | _____      | _____     | <u>X</u>   | Cost for any betterments are identified separately in the cost estimate. [ER, 5-2.o.]                                                                                                                                                                                                                      |



- |     | <u>YES</u>    | <u>NO</u>     | <u>N/A</u>    |                                                                                                                                                                           |
|-----|---------------|---------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14. | <u>      </u> | <u>      </u> | <u>  X  </u>  | Repair of deliberate Channel cuts is the responsibility of the public sponsor, except as provided for in ER 500-1-1, paragraphs 5-2.j. and 4-3.h. [ER, 5-2.j. and 4-3.h.] |
| 15. | <u>  X  </u>  | <u>      </u> | <u>      </u> | All deficient and deferred maintenance will be paid for or accomplished by the Public Sponsor, without receiving credit toward any sponsor's cost share. [ER, 5-2.g.]     |
| 16. | <u>      </u> | <u>      </u> | <u>  X  </u>  | Any relocation of Channels is adequately justified. [ER, 5-2.h.]                                                                                                          |
| 17. | <u>  X  </u>  | <u>      </u> | <u>      </u> | USACE assistance does not correct design or construction deficiencies. [ER, 5-12.a.]                                                                                      |
| 18. | <u>  X  </u>  | <u>      </u> | <u>      </u> | An assessment of environmental requirements was completed. [ER, 5-13., and EP, Figure 5-3, paragraph 12.]                                                                 |
| 19. | <u>  X  </u>  | <u>      </u> | <u>      </u> | The project complies with NEPA, and required documentation was completed and placed in Appendix of the PIR. [ER, 2-3.k.; ER, 5-13.; and EP, Figure 5-3, paragraph 12.]    |
| 20. | <u>  X  </u>  | <u>      </u> | <u>      </u> | The Endangered Species Act was appropriately considered. [ER, 5-13.g., and EP, Figure 5-3., paragraph 12.]                                                                |
| 21. | <u>  X  </u>  | <u>      </u> | <u>      </u> | EO 11988 requirements were considered in the process of evaluating the proposed project for rehabilitation. [ER, 5-13.f., and EP, Figure 5-3, paragraph 12.]              |
| 22. | <u>  X  </u>  | <u>      </u> | <u>      </u> | The completed PIR has been reviewed and the PIR Checklist has been reviewed and signed by the Emergency Management Office. [EP, 5-11.a.(3)(a)]                            |
| 23. | <u>  X  </u>  | <u>      </u> | <u>      </u> | The completed PIR meets all policy, procedural, content, and formatting requirements of ER 500-1-1 and EP 500-1-1. [ER, 2-3.b.]                                           |

EM REVIEWING OFFICIAL'S SIGNATURE

  
William Smiley  
Chief, Emergency Management  
(918) 403-9857

# **APPENDIX J**

## **Acronym List**

**Acronym Listing**

|       |                                         |
|-------|-----------------------------------------|
| BCR   | Benefit Cost Ratio                      |
| CCX   | Center of Expertise                     |
| CWA   | Clean Water Act                         |
| Levee | Coffeyville Levee                       |
| CE    | Cost Estimate                           |
| EOC   | Emergency Operations Center             |
| ESA   | Endangered Species Act                  |
| ER    | Engineer Regulation                     |
| E&D   | Engineering & Design                    |
| FEMA  | Federal Emergency Management Agency     |
| ILTF  | Interagency Levee Task Force            |
| NEPA  | National Environmental Policy Act       |
| NRCS  | National Resources Conservation Service |
| NWS   | National Weather Service                |
| NFS   | Non-Federal Sponsor                     |
| PDT   | Project Delivery Team                   |
| PIR   | Project Information Report              |
| PL    | Public Law                              |
| RE    | Real Estate                             |
| RIP   | Rehabilitation and Inspection Program   |
| ROM   | Rough Order of Magnitude                |
| S&A   | Supervision and Administration          |
| T&E   | Threatened and Endangered Species       |
| SWT   | Tulsa District, USACE                   |
| USACE | U.S. Army Corps of Engineers            |
| NWW   | Walla Walla District, USACE             |

# **ATTACHMENT B**

## **Coffeyville PL84-99 Project**

### **Scope of Work for Repairs**

A control structure shall be placed within the ditch on the landside of the Coffeyville Levee on either end of the structure in order to hold a pool of 5 feet within the ditch during a flood event. New earthen berms shall be added to tie the concrete control structure into the existing levee and north bank of the ditch. The existing Coffeyville Levee is not to be disturbed with the exception that topsoil may be removed at the interface of the levee and the new adjoining berm.

A concrete slab shall be placed along the edges of the downstream slab, between the structure and the road embankment to dissipate the energy of the water flow.

Sod will be placed on the new berms as well as any areas disturbed by construction activity.

In addition to construction of the control structure, the crest of the levee shall be repaired to include: scarifying existing crest surface and incorporating new stone, compacting and grading to drain to the riverside of the structure.

|  <b>CITY OF COFFEYVILLE<br/>BOARD OF COMMISSIONERS AGENDA ITEM</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <b>MEETING DATE</b>                                                                                                                                 | June 23, 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                     |
| <b>RESOLUTION OR ORDINANCE NUMBER</b>                                                                                                               | R-20-42                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                     |
| <b>AGENDA TITLE</b>                                                                                                                                 | <b>A Resolution authorizing execution of the annual Request to Exchange Federal Funds under the Federal-Aid Fund Exchange Master Agreement.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                     |
| <b>REQUESTING DEPARTMENT</b>                                                                                                                        | Public Works/Engineering                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                     |
| <b>PRESENTER</b>                                                                                                                                    | Chuck Shively, Director of Public Works                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                     |
| <b>FISCAL INFORMATION</b>                                                                                                                           | Cost as recommended:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | N/A                                                                 |
|                                                                                                                                                     | Budget Line Item:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 520-4-220-168                                                       |
|                                                                                                                                                     | Balance Available                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | N/A                                                                 |
|                                                                                                                                                     | New Appropriation:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>PURPOSE</b>                                                                                                                                      | To authorize the annual Request to Exchange Federal Funds under the Federal-Aid Fund Exchange Master Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                     |
| <b>BACKGROUND</b>                                                                                                                                   | <p>Beginning in 2011 KDOT implemented a program called the Federal Fund Exchange program (FFE).</p> <p>Through the FFE program, KDOT voluntarily distributes a portion of their federal fund allotment every year among the eligible entities based on population. There is no federal requirement that they share those funds.</p> <p>Since the program uses Federal Funds, all projects paid with the funds must meet all federal requirements, such as Davis-Bacon Wage rates, federal design standards, federal labor standards requirements, federal environmental review requirements, required local matching funds, etc., all of which add significantly to the cost of the projects, and the length of time required to complete the projects.</p> |                                                                     |

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>BACKGROUND<br/>(CONTINUED)</b> | <p>But, through the FFE, KDOT will exchange the Federal Funds for State Funds, which do not have the federal strings attached, at an exchange rate determined by KDOT. Then the City can spend the state funds on almost any transportation project we choose, and KDOT will use the federal funds on one of their large federal projects that already has the federal strings attached.</p> <p>From the beginning of the FFE program, until 2018, the exchange rate was \$0.90 on the dollar. In 2018 that was reduced to \$0.75 per dollar. But, last year, and again this year it has been increased back to \$0.90 per dollar.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>SPECIAL NOTES</b>              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>ANALYSIS</b>                   | <p>The KDOT rule of thumb is that a state funded project cost less than 75% of the cost of the project if it is federally funded.</p> <p>I have attached a sheet from KDOT comparing the cost of a project funded by federal funds vs. funded by state funds (FFE). In this example, the project cost is 80% of what it would cost using federal funds.</p> <p>In addition, the use of federal funds is restricted to projects that are eligible as Federal-Aid Projects. So, only specific approved projects on specific approved streets are eligible. With the FFE, the City can simply reimburse our transportation fund for any project that we have already completed this year.</p> <p>To use the federal funds, we would be required to select a federally approved project, select an engineer, perform the environmental review, purchase any necessary right-of-way, and any other federal requirements, design the project, bid the project, award the project, construct the project, and request reimbursement from KDOT, all following federal guidelines, all by September 15<sup>th</sup> or we would forfeit our FFE funds entirely for that year.</p> <p>But, if we exchange those funds for state funds, they can be used to reimburse the City for almost any street construction, repair, or maintenance project, as explained in the Federal Fund Exchange Program Guidelines.</p> <p>KDOT chooses to share the state's federal funds with the local entities through the program. There is no federal requirement to do so. It is totally voluntary by KDOT.</p> |

|                                               |                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ANALYSIS<br/>(CONTINUED)</b>               | <p>The amount of federal funds allotted to Coffeyville this year is \$215,134.39 to be used for a federally approved project by September.</p> <p>If exchanged for state funds the amount will be \$193,620.95 to be used to reimburse the City for whatever street project we choose to perform.</p>               |
| <b>PUBLIC INFORMATION<br/>PROCESS</b>         | N/A                                                                                                                                                                                                                                                                                                                 |
| <b>BOARD OR COMMISSION<br/>RECOMMENDATION</b> | N/A                                                                                                                                                                                                                                                                                                                 |
| <b>STAFF<br/>RECOMMENDATION</b>               | Staff recommends approval of the Resolution authorizing the Mayor to execute the Request to Exchange Federal Funds under the Federal-Aid Fund Exchange Master Agreement.                                                                                                                                            |
| <b>REFERENCE DOCUMENTS<br/>ATTACHED</b>       | <ul style="list-style-type: none"> <li>• Resolution R-20-42</li> <li>• Request to Exchange Federal Funds under the Federal-Aid Fund Exchange Master Agreement.</li> <li>• 02/06/2020 letter of award of Federal Funds</li> <li>• Cost Comparison, Federal Aid Project vs. Federal Fund Exchange Project.</li> </ul> |



**RESOLUTION NO. R-20-42**

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE THE ANNUAL REQUEST TO EXCHANGE FEDERAL FUNDS UNDER THE FEDERAL-AID FUND EXCHANGE MASTER AGREEMENT BETWEEN THE CITY OF COFFEYVILLE, KANSAS AND THE SECRETARY OF TRANSPORTATION, KANSAS DEPARTMENT OF TRANSPORTATION.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor be and is hereby authorized and directed to execute the annual Request to Exchange Funds under the Federal-Aid Fund Exchange Master Agreement and any other documents required to receive reimbursement under the agreement.

ADOPTED THIS 23<sup>RD</sup> DAY OF JUNE 2020.

\_\_\_\_\_  
Paul Bauer, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Paul Kritz, City Attorney



**REQUEST TO EXCHANGE FEDERAL FUNDS**  
**under the Federal-Aid Fund Exchange Master Agreement**

City of Coffeyville

Federal Funds to Be Exchanged: \$215,134.39

Exchange Rate for 2020: \$0.90 State Funds/\$1.00 Federal Funds

The Secretary of Transportation is hereby requested to make available to the city/county State Funds in exchange for the city's/county's allotment of Federal Funds in the amount stated above. The Exchange will be made under the Terms and Conditions as set forth in the city/county's Federal Fund Exchange Master Agreement previously executed between the city/county and the Secretary. This request shall be attached to and become a part of the city/county's Federal Funds Exchange Agreement.

Contact Person: Chuck Shively Title: Director of Public Works  
Address: P.O. Box 1629 Coffeyville, KS 67337  
Phone: 620-252-6007 Email: cshively@coffeyville.com

\_\_\_\_\_  
*Signature\** *Date*

Paul Bauer  
*Typed or Printed Name*

Mayor  
*Title*

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

Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745

Julie L. Lorenz, Secretary  
Michael J. Stringer, P.E., Chief



Phone: 785-296-3861  
Fax: 785-296-6946  
kdot#publicinfo@ks.gov  
<http://www.ksdot.org>  
Laura Kelly, Governor

BLP Memo 20-03

MEMO TO: Board of City Commissioners  
City of Coffeyville

DATE: 2/6/2020

SUBJECT: Federal funds distribution/Federal Fund Exchange 2020

I am pleased to announce that the Kansas Department of Transportation (KDOT) is making federal funds, in the amount of \$215,134.39, available to the City of Coffeyville for the federal fiscal year 2020 (October 1, 2019 through September 30, 2020). Please note that the amount available to exchange in FFY 2020 reflects a one-time adjustment. These funds may be used to develop a federal-aid project following the procedures outlined in the KDOT LPA Project Development Manual, or you may exchange them with KDOT under the Federal Fund Exchange Program.

The Federal Fund Exchange program is a voluntary program that allows a local public agency (LPA) to trade all or a portion of its federal fund allocations in a specific federal fiscal year with KDOT in exchange for state transportation dollars. The exchange rate for the 2020 program is \$0.90 of state funds for every \$1.00 of local federal obligation authority exchanged. State funds will be paid on a reimbursement basis as the LPA incurs costs for transportation related projects.

The FFE Program Guidelines and required documents are found at <http://www.ksdot.org/burlocalproj/default.asp>. For your convenience, the amount of funds available to exchange for federal fiscal year 2020 have been entered into the attached Request to Exchange Federal Funds form. **Please remember that the Request to Exchange Federal Funds and the Request for Reimbursement requesting the entire amount of funds available for 2020 must be returned by September 15, 2020.**

We appreciate your participation in the federal-aid/Federal Fund Exchange program for local public agencies. Please contact Tod Salfrank or me at 785-296-3861 or [KDOT.Lpeplans@ks.gov](mailto:KDOT.Lpeplans@ks.gov) if you have any questions regarding this program or if you need assistance in completing the Request to Exchange Federal Funds form.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Stringer". The signature is fluid and cursive, with a long horizontal stroke at the end.

Michael J. Stringer, P.E., Chief  
Bureau of Local Projects

cc: Office of City Engineer  
Ronald J. Seitz, P.E., Director, Division of Engineering and Design  
Michael J. Moriarty, Chief, Bureau of Transportation Planning

COST COMPARISON

FEDERAL-AID PROJECT VS. FEDERAL FUND EXCHANGE PROJECT

\$400,000 BRIDGE

| ACTIVITY                                                                                                   | FEDERAL AID  | LOCAL PROJECT<br>(FEDERAL FUND EXCHANGE) | REASONS FOR COST DIFFERENCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------------------------------------------------------------------------|--------------|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DESIGN                                                                                                     | \$35,000.00  | \$25,000.00                              | Federal-aid projects require plan development that meets KDOT requirements. Estimated cost of meeting these requirements is about 40% more than plans developed for a project that is administered locally with local funds. Some reasons for the higher costs with Federal-aid include, but are not limited to: NEPA environmental review, multiple levels of plan review, strict adherence to the "Federal process", and requirements for greater detail in the plans.                                                                                                                                                                                                                                                                                                                                      |
| R/W ACQUISITION                                                                                            | \$8,000.00   | \$6,000.00                               | Acquisition of R/W on projects using Federal-aid on any portion of the project must be done in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. This law has specific requirements that have created a time-consuming process that results in administrative costs that are unreasonable for many smaller projects. An example of these costs is the requirement for two independent appraisals (initial appraisal and review appraisal) to establish the compensation amount. It is estimated that these costs are about one-third more than acquisitions done under local procedures.                                                                                                                                                                  |
| CONSTRUCTION                                                                                               | \$400,000.00 | \$372,000.00                             | Construction under Federal-aid requirements is higher than a locally administered project because of stricter requirements, as well as requirements that apply only to projects utilizing Federal funds. These include, but are not limited to: strict material and construction requirements in KDOT specifications, which are required for Federal-aid projects; and required Federal specifications that increase costs such as Davis-Bacon Wage Requirements, Buy America for steel and iron products, and Disadvantaged Business Enterprise contract goals. The estimated cost of complying with the additional requirements is about 7.5%.                                                                                                                                                              |
| CONSTR. ENGINEERING/INSPECTION                                                                             | \$60,000.00  | \$20,000.00                              | The inspection requirements for a Federal-aid project are much greater than a typical local project. Additional requirements on Federal-aid projects include, but are not limited to: inspector must be present on the job site at all times the contractor could be performing work; KDOT specifications have extensive requirements for taking measurements and confirming all work is in order; greater documentation/reporting is required, particularly with regard to Federal-aid specifications; and KDOT certified inspectors are required, which requires a city/county to invest in training for its own staff or to hire a qualified consulting engineering firm to perform the work. When compared to normal local procedures, this work costs about three times as much on Federal-aid projects. |
| INFLATION (Two years at 3% of cost of construction)                                                        | \$22,000.00  | \$0.00                                   | Under current procedures, the project development of a city/county Federal-aid project takes about two years to complete all requirements to allow it to be let to contract. The exact same project developed under local procedures can be completed in a matter of only a few months. As a result, a Federal-aid project will have a higher cost due to the inflation incurred over the two year period. This cost has been estimated at a 3% annual inflation rate.                                                                                                                                                                                                                                                                                                                                        |
| TOTAL PROJECT COST                                                                                         | \$525,000.00 | \$423,000.00                             | Total cost of <u>local</u> project is approximately 80% of the same FA project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| COMPARISON OF REQUIRED LOCAL SHARE OF PROJECT UNDER FEDERAL FUND EXCHANGE COST VS. TRADITIONAL FEDERAL AID |              |                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| FEDERAL FUNDS                                                                                              | \$385,600.00 |                                          | 80% of Construction and Inspection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| LOCAL FUNDS                                                                                                | \$139,400.00 |                                          | 20% of Construction and Inspection, plus 100% of Design and R/W                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| FEDERAL FUNDS EXCHANGE                                                                                     |              | \$347,040.00                             | 90% of the \$385,600 that would have been paid for a FA project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| LOCAL FUNDS                                                                                                |              | \$75,960.00                              | Amount local agency would have have to contribute to project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| TOTAL PROJECT COST                                                                                         | \$525,000.00 | \$423,000.00                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| RATIO OF LOCAL FUNDS REQUIRED FOR FFE PROJECT VS. LOCAL FUNDS REQUIRED FOR FA PROJECT                      |              | 54%                                      | The cost to the city/county using Federal Fund Exchange for the same project would be 54% of their cost for a Federal-aid project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

| COMPARISON OF FEDERAL FUNDS EXCHANGE DOLLARS NEEDED VS. FEDERAL FUNDS REQUIRED<br>(LOCAL FUNDS ARE THE SAME FOR BOTH) |              |              |                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------|--------------|--------------|----------------------------------------------------------------------------------------------------|
| LOCAL FUNDS                                                                                                           | \$139,400.00 | \$139,400.00 | Assume local agency will contribute same amount to project as if it had been Federal aid.          |
| REQ'D FFE FUNDS                                                                                                       | \$385,600.00 | \$283,600.00 | Fund exchange dollars that would be required to construct the same project at a cost of \$423,000. |
|                                                                                                                       | \$525,000.00 | \$423,000.00 |                                                                                                    |
| RATIO OF FFE FUNDS REQUIRED FOR FFE PROJECT VS. FEDERAL FUNDS REQUIRED FOR FEDERAL-AID PROJECT                        |              | 74%          | Break even point in comparing FFE to Federal-aid on the same project.                              |

Special thanks to Norm Bowers of the Kansas Association of Counties for developing most of the estimates used in this comparison.

|  <b>CITY OF COFFEYVILLE<br/>BOARD OF COMMISSIONERS AGENDA ITEM</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <b>MEETING DATE</b>                                                                                                                                 | June 23, 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                     |
| <b>RESOLUTION OR ORDINANCE NUMBER</b>                                                                                                               | R-20-43                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                     |
| <b>AGENDA TITLE</b>                                                                                                                                 | <b>A Resolution to authorize execution of Grant Agreement No. 20-CV-013 with the State of Kansas, Department of Commerce.</b>                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                     |
| <b>REQUESTING DEPARTMENT</b>                                                                                                                        | Finance Department<br>Public Works Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                     |
| <b>PRESENTER</b>                                                                                                                                    | Stephanie A. Richardson, Finance Director<br>Chuck Shively, Director of Public Works                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                     |
| <b>FISCAL INFORMATION</b>                                                                                                                           | Cost as recommended:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | N/A                                                                 |
|                                                                                                                                                     | Budget Line Item:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | N/A                                                                 |
|                                                                                                                                                     | Balance Available                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | N/A                                                                 |
|                                                                                                                                                     | New Appropriation Required:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>PURPOSE</b>                                                                                                                                      | To enter into an agreement with the Kansas Department of Commerce for a \$167,000 CDBG Grant for economic development helping local businesses retain jobs for low-to-moderate income people and meal programs to provide access to nutritious foods during the COVID-19 pandemic.                                                                                                                                                                                                                                                             |                                                                     |
| <b>BACKGROUND</b>                                                                                                                                   | <p>On May 22, 2020 the City Commission held a public hearing and approved application documents for a potential \$400,000 CDBG grant from the Kansas Department of Commerce for economic development and meal program expenditures related to COVID-19.</p> <p>On June 4, 2020 the City was notified by the Governor that our grant application was approved for \$167,000.</p> <p>Staff has received the Grant Agreement and all associated documentation needed to accept this grant for the City of Coffeyville. This agreement must be</p> |                                                                     |

|                                           |                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                           | signed within 30 days of the award date of June 2, 2020. The contract period will begin June 15, 2020 and all funds must be expended within one year of the contract start date.                                                                                                                                                            |
| <b>SPECIAL NOTES</b>                      | Staff is working with MCAC, City of Independence and Montgomery County on our grant application portal. Once applications are received they will be reviewed by MCAC for completeness and by SEKRPC for compliance with the grant requirements. The city commission will then have final approval of the city's grant awards to applicants. |
| <b>ANALYSIS</b>                           | Attached to this staff report is a Resolution to authorize execution of Grant Agreement No. 20-CV-013 with the State of Kansas, Department of Commerce. Also attached is the agreement.                                                                                                                                                     |
| <b>PUBLIC INFORMATION PROCESS</b>         | Publication of Public Hearing in The Coffeyville Journal on May 14, 2020<br>Public Hearing Held on May 22, 2020<br>Announcement of Grant Award at the June 9 2020 commission meeting                                                                                                                                                        |
| <b>BOARD OR COMMISSION RECOMMENDATION</b> | N/A                                                                                                                                                                                                                                                                                                                                         |
| <b>STAFF RECOMMENDATION</b>               | Authorize the Resolution approving the CDBG-CV Grant agreement.                                                                                                                                                                                                                                                                             |
| <b>REFERENCE DOCUMENTS ATTACHED</b>       | <ul style="list-style-type: none"> <li>Agreement No. 20-CV-013 with the State of Kansas, Department of Commerce.</li> </ul>                                                                                                                                                                                                                 |

**RESOLUTION NO. R-20-43**

A RESOLUTION TO AUTHORIZE THE EXECUTION OF GRANT AGREEMENT NO. 20-CV-013 BETWEEN THE STATE OF KANSAS DEPARTMENT OF COMMERCE AND THE CITY OF COFFEYVILLE FOR A \$167,000 COMMUNITY DEVELOPMENT BLOCK GRANT.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and City Clerk be and are hereby authorized and directed to execute Grant Agreement No. 20-CV-013 between the State of Kansas Department of Commerce and the City of Coffeyville for a \$167,000 Community Development Block Grant.

ADOPTED THIS 23<sup>RD</sup> DAY OF JUNE 2020.

---

Paul Bauer, Mayor

ATTEST:

---

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Paul Kritz, City Attorney



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



Phone: (785) 296-5298  
Fax: (785) 296-3490  
TTY: 711  
[KansasCommerce.gov](http://KansasCommerce.gov)

David C. Toland, Secretary

Laura Kelly, Governor

June 4, 2020

The Honorable Paul Bauer  
Mayor, City of Coffeyville  
102 W. 7th Street  
Coffeyville, KS 67337-4902

Re: Grant No. 20-CV-013

Dear Mayor Bauer:

Congratulations on being selected to receive a 2020 Small Cities Community Development Block Grant, CDBG-CV grant, in the amount of \$167,000, which will fund your community's CARES Act project(s).

Attached is your environmental clearance for your meals program, unless the Determination of Level of Review needs corrected. Until Commerce has approved the recipient's request for release of funds and environmental certification for economic development funds, neither the recipient nor any participant in the development process, including public or private nonprofit or for-profit entities, may commit HUD assistance to the project or a project activity.

You are reminded that, should a contract not be made with the state, any cost incurred toward the project would be borne by the recipient.

Contracting between the City/County and the State must occur within 30 days of the award date of June 2, 2020. The contract beginning date of this award is June 15, 2020. All CDBG-CV funds must be expended within one year of the contract start date of June 15, 2020. Failure to meet this deadline may result in withdrawal of this grant.

The Department looks forward to assisting you in the implementation of the project. If you have any questions on the contracting process or are in need of technical assistance, please contact Ginny Eardley of the CDBG staff at (785) 296-3610.

Sincerely,

Kayla Savage  
Community Development Director

KS:LH:cav

Enclosure: Contracts

STATE OF KANSAS  
GRANT AGREEMENT NO. **20-CV-013**  
between the

STATE OF KANSAS  
DEPARTMENT OF COMMERCE

and the

**City of Coffeyville**

**I. Grant Agreement**

- A. This Grant Agreement, hereinafter called “Agreement,” is between the State of Kansas, Department of Commerce, and its representative, hereinafter called “Department” and the **City of Coffeyville**, Kansas, hereinafter called the “Grantee.” This Agreement consists of the body and the following: CONDITION LETTER (attached hereto as Attachment A), SPECIAL CONDITIONS (attached hereto as Attachment B), and the Grantee’s APPROVED PROJECT APPLICATION (incorporated by reference as Attachment C, a copy of which shall be maintained and available in the Department’s files) and the GRANTEE HANDBOOK (which is incorporated by reference as Attachment D).

**II. Authority**

- A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended (42 USC 5301 et. seq.), hereinafter called “the Federal Act.” As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the federal program of Small Cities Community Development Block Grants.
- B. Funding for this Agreement was made available through the Coronavirus Aid, Relief and Economic Security Act (CARES Act)(Public Law 116-136) for grants to prevent, prepare for, and respond to coronavirus (CDBG-CV grants).
- C. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., hereinafter called “the State Act,” has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee’s Community Development Coronavirus Response Program.
- D. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.
- E. Federal Program – Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

**III. Description of Activities**

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

**IV. Period of Performance**

The period of performance for all activities assisted by this Agreement shall commence on **JUNE 15, 2020**, hereinafter called the “Commencement Date,” and shall be complete on **JUNE 15, 2021**, hereinafter called the “Completion Date,” except those activities required for close-out and final audit.

**V. Compensation**

- A. In consideration of the Grantee’s satisfactory performance of the work required under this Agreement and the Grantee’s compliance with the terms of this Agreement, the Department shall provide the Grantee the total sum of **\$167,000** in Community Development Block Grant funds. Such funds shall be used by the Grantee in accordance with the Activities listed and budgeted on the APPROVED PROJECT APPLICATION and the CONTRACT PROJECT BUDGET FORM.
- B. In addition, the Grantee shall provide **\$0** in other sources of funds to this Community Development Coronavirus Response Program and such funds shall be used by the Grantee in accordance with the Activities and budget on the APPROVED PROJECT APPLICATION.
- C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **\$167,000**. Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.

- D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Department may terminate or amend this Agreement and will not be obligated to pay the Grantee from State revenues.
- E. In the event any portion of any funds required to be provided by the Grantee pursuant to subsection (B) of paragraph V. are not made available or used for activities as listed and budgeted, the Department may, in its discretion, withdraw or reduce proportionately the funds to be provided to the Grantee pursuant to subsection (A) of paragraph V.
- F. The Grantee shall not anticipate future funding from the Department beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Department to expend funds beyond the termination of this Agreement.

#### **VI. Indemnification**

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

#### **VII. Obligations of Grantee**

- A. All of the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the terms of written contracts. Any such contracts may be made subject to approval by the Department.
- B. Except as may otherwise be provided in the SPECIAL CONDITIONS, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.
- C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the program being assisted under this grant.
- D. The Grantee shall require any third party to comply with all lawful requirements necessary to ensure that the program is carried out in accordance with this Agreement.
- E. The Grantee shall comply with all timelines for completion of Grantee's Environmental Review and contracting responsibilities as established by the Department in the CONDITION LETTER.

#### **VIII. Environmental Review Compliance**

- A. The obligation and utilization of the funding assistance is subject to the requirements for a release of funds by the State under the Environmental Review procedures at 24 CFR Part 58 for any activities requiring such release.
- B. The Grantee agrees to assume all of the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended. The Grantee shall not allow any subrecipient to assume the grantee's Environmental Review responsibilities.

#### **IX. Program Costs**

- A. The Grantee may only incur such costs as are reasonable and necessary to the Grantee's Program and as are allowable under the Department's Procedures (2 CFR Part 200). Cost items not specifically authorized may only be incurred after written approval by the Department.
- B. Cash and in-kind contributions made by the Grantee shall follow the criteria established by the Department's Procedures.

- C. The total “Small Cities CDBG-CV Funds” expended for “Administration” shown in the Contract Project Budget Form shall not exceed the approved amount unless amended by all parties to this contract.
- D. The Grantee shall not incur costs on any program activity until the Environmental Review required by 24 CFR 58 has been completed and the Department has issued the “Notice of Release of Funds.”
- E. Any program activities performed by the Grantee in the period between notification of award and execution of this Agreement shall be performed at the sole risk of the Grantee. In the event this agreement should not become effective, the Department shall be under no obligation to pay the Grantee for any costs incurred or monies spent in connection with program activities, or to otherwise pay for any activities performed during such period. However, upon execution of this Agreement, all Program Costs incurred in connection with approved activities performed during this period shall be reimbursed in accordance with the terms and conditions of this Agreement.
- F. Grant funds may not, without advance written approval by the Department, be obligated after the Completion Date except for those activities required for close-out. Obligations incurred prior to and still outstanding as of the Completion Date shall be liquidated within ninety (90) days.
- G. At any time during the period of performance under this Agreement, and upon receipt of the progress and financial reports, Final Program Report or Final Audit Report, the Department may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Department shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of approved expenditures; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.
- H. If the Department disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Department may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Grantee refund the amount of the disallowed costs.

**X. Requisition of Grant Funds**

- A. Requisitions for cash advances shall be made on the established forms and shall not ordinarily be made more frequently than twice a month or in amounts less than \$3,000 and in no cases more than \$200,000.
- B. The Grantee shall establish procedures to ensure that any amounts of cash in excess of the limits set forth in (A) above shall be expended within three (3) days of receipt of the funds in the depository account.
- C. Cash advances made by the Grantee to subgrantees shall conform substantially to the same standards of timing and amount as apply to the Grantee under this Agreement.
- D. Amounts withheld from contractor to assure satisfactory completion of work shall not be paid until the Grantee has received a final payment request from the contractor and has certified the work is complete and satisfactory.
- E. The Department may terminate advance financing and require the Grantee to finance its operations with its own working capital should it be determined that the Grantee is unwilling or unable to establish procedures to minimize the time lapsing between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.

**XI. Depositories for Program Funds**

- A. The Grantee shall maintain a separate record for money received under the Community Development Coronavirus Response Program. Into this fund shall be deposited:
  - 1. Moneys received from the Department.
  - 2. Program income earned through program activities.
- B. Any interest earned, prior to disbursement, on advances of grant funds shall be remitted to the State for subsequent return to the United States Treasury.

## **XII. Financial Management**

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Community Development Coronavirus Response Program.
- B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:
  - 1. Maintenance of separate accounting records and source documentation for the Community Development Coronavirus Response Program;
  - 2. Provision for accurate, current and complete disclosure of the financial status of the Program;
  - 3. Establishment of records of budgets and expenditures for each approved activity;
  - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
  - 5. Provision of financial status reports in the form specified by the Department;
  - 6. Compliance with the Department's audit requirements (2 CFR Part 200); and
  - 7. Consistency with generally accepted accounting principles as specified by the Kansas Department of Administration, unless a waiver of GAAP has been received by the Grantee from the Kansas Director of Accounts and Reports.

## **XIII. Monitoring and Reporting**

- A. The Grantee shall monitor the activities of the Community Development Coronavirus Response Program, including those of contractors and subcontractors, to assure that all program requirements are being met.
- B. The Grantee shall submit progress and financial reports to the Department in accordance with the schedule set forth in the SPECIAL CONDITIONS. These reports shall be in a format prescribed by the Department.
- C. The Grantee shall submit a Final Program Report with the close-out no later than ninety (90) days following the Completion Date.
- D. From time to time, as requested in writing by the Department, the Grantee shall submit such data and other information as the Department may require.
- E. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of the Grant.

## **XIV. Procurement Procedures**

- A. The Grantee shall use established procurement procedures which reflect applicable State and local laws and regulations and the Department's Procedures for the establishment of procurement systems.
- B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

## **XV. Bonding Requirements**

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

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

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

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

#### **XVI. Program Income**

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

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

#### **XVII. Program Close-out Procedures**

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

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

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

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

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

#### **XVIII. Termination for Convenience**

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

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

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

### **XIX. Suspension or Termination-for-Cause**

- A. The Department may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Department to terminate the grant. The Department shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.
- B. The Department, after reasonable notice following procedures pursuant to Final Statement may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Department shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date and may initiate procedures to recapture all funds advanced to Grantee.
- C. Payments made to the Grantee or recoveries by the Department under grants which have been suspended or terminated for cause shall be in accord with the legal rights and liabilities of the parties.

### **XX. Audit Requirements**

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the grant project. All audits must be performed by an independent qualified auditor. The audit period is identical with the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Kansas CDBG Handbook, which are based on 2 CFR Part 200.
  - 1. If the local government expends \$750,000 or more of Federal grant assistance from all programs, it must have an annual audit performed in accordance with 2 CFR Part 200. An audit is a financial and compliance audit that covers the entire operations of the local government, rather than being limited to the CDBG project or other Federal grants.
  - 2. If the local government expends less than \$750,000 in a fiscal year, it will be the option of the Department of Commerce to determine if a project specific audit will be required. If such audit is required, it will be procured and paid for by the Department.
  - 3. Grantee's will be required to submit the "audit information form" to the Department of Commerce each fiscal year. This form must be submitted to the Department by or before May 15th of each fiscal year.
- B. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than the nine months after the end of the audit period unless agreed to by the Department.
- C. If any expenditures are disallowed as a result of the Final Audit Report, the obligation for reimbursement to the Kansas Small Cities Community Development Block Grant Program shall rest with the Grantee.

### **XXI. Retention of and Access to Records**

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Department's Procedures.
- B. Authorized representatives of the Department, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of this Agreement and the receipt of assistance under the Community Development Coronavirus Response Program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of three years after the entire State CDBG grant year Grantee was awarded from has been closed out by HUD.
- C. Any contract or agreement entered into by the Grantee shall contain language comparable to subsection (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.



## **XXII. Conflict of Interest**

- A. In the procurement of supplies, equipment, construction and services by Grantees and subgrantees, the conflict of interest provisions of the Kansas Department of Commerce as provided at 2 CFR Part 200 shall apply.
- B. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- C. The Grantee shall incorporate, or cause to be incorporated, in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.
- D. The Grantee shall not employ, nor shall permit any third party to employ any employee of the Department.

## **XXIII. Equal Opportunity**

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

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

## **XXIV. Waiver of Enforcement**

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

## **XXV. Reversion of Assets**

- A. Consistent with the provisions at 24 CFR 570.703, the Grantee shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.
- B. Any real property under the Grantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used for its original intended purpose for five years after expiration of the agreement. Should the Grantee fail to utilize said property for its intended purpose, the Grantee shall pay the Department an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

## **XXVI. Budget Amendments and Other Changes**

- A. During the implementation of the grant project, the Grantee may revise the CDBG activities amounts in the CONTRACT PROJECT BUDGET FORM; provided that:
  - 1. The cumulative effect of the revision is to not make line item budget transfers which exceed ten percent of the total grant or \$10,000 cumulative of CDBG monies, whichever is less.
  - 2. The change does not increase any professional services of the CDBG approved budget;
  - 3. The change will not significantly change the scope, location or objectives of the approved activities; and
  - 4. The change does not add or eliminate any activity.
- B. Any such changes to this Agreement shall constitute an amendment, including time extension of the completion date.

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

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

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

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

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

**Dated by the Department of Commerce this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.**

STATE OF KANSAS  
DEPARTMENT OF COMMERCE

By: \_\_\_\_\_  
CDBG Program  
Kansas Department of Commerce

By: \_\_\_\_\_  
Notary Public, State of Kansas

**City of Coffeyville** Kansas  
(Grantee)

By: \_\_\_\_\_  
(Name) (Title)

(SEAL)

ATTEST: \_\_\_\_\_  
(For the Grantee)

## SPECIAL CONDITIONS

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

1. As provided in Section IX., Program Costs, F., the Notification of Award for the grant under this Agreement is dated **JUNE 2, 2020**.
2. As provided in Section XIII., Monitoring and Reporting, B., the Grantee shall submit Quarterly Progress Reports to the Department. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Quarterly Progress Reports are to be submitted to the Department on or before ten (10) days after the end of each quarter. A Quarterly Progress Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule.
3. As provided in Section IV., Period of Performance, all activities assisted by this Agreement shall be completed on **JUNE 15, 2021** except for those activities required to close out the program, such as the Final Program Report and the Final Audit Report.
4. As provided in Section XIII., Monitoring and Reporting, C., the Grantee shall submit a Final Program Report to the Department on or before **SEPTEMBER 14, 2021**.
5. The Grantee shall not use funds that have been granted by HUD under the Federal Act, or which may have been accrued as a consequence of activities supported with such grant funds (program income), in whole or in part for the support of the Activities covered by this Grant Agreement without first having secured the express written approval of HUD.
6. The Grantee shall be permitted to satisfy the program audit requirements of Section XX., Audit Requirements, by conducting a single municipal government-wide financial audit at the time of an annual audit provided for by Kansas law. Said audit will be completed on or before September 30 of each year the grant is open and one year after the grant is closed. Grantees receiving federal assistance in any fiscal year must have an audit made in accordance with 2 CFR Part 200 for such fiscal year unless exempted under 2 CFR Part 200. Those Grantees having expended \$750,000 or more of total federal funds from all sources must have an annual audit.
7. Will require each unit of local government to be distributed Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (Cranston-Gonzales National Affordable Housing Act).
8. In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.

## CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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Date

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Official

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

GRANTEE NAME: COFFEYVILLE

GRANT NUMBER: 20-CV-013

| ACTIVITY                      | CDBG FUNDS | OTHER FUNDS | SOURCE OF OTHER FUNDS | TOTAL COST |
|-------------------------------|------------|-------------|-----------------------|------------|
| 1. Economic Dev./Micro-grants | \$117,000  |             |                       | \$117,000  |
|                               |            |             |                       | \$0        |
|                               |            |             |                       | \$0        |
|                               |            |             |                       | \$0        |
|                               |            |             |                       | \$0        |
|                               |            |             |                       | \$0        |
|                               |            |             |                       | \$0        |
|                               |            |             |                       | \$0        |
|                               |            |             |                       | \$0        |
|                               |            |             |                       | \$0        |
|                               |            |             |                       | \$0        |
|                               |            |             |                       | \$0        |
|                               |            |             |                       | \$0        |
| <b>ED/MG Total</b>            | \$117,000  |             |                       | \$117,000  |
| 2. Meals programs             | \$35,000   |             |                       | \$35,000   |
|                               |            |             |                       | \$0        |
|                               |            |             |                       | \$0        |
|                               |            |             |                       | \$0        |
|                               |            |             |                       | \$0        |
|                               |            |             |                       | \$0        |
|                               |            |             |                       | \$0        |
|                               |            |             |                       | \$0        |
| <b>Meal Program Total</b>     | \$35,000   | \$0         |                       | \$35,000   |
| 3. Administration             | \$15,000   |             |                       | \$15,000   |
|                               |            |             |                       | \$0        |
|                               |            |             |                       | \$0        |
|                               |            |             |                       |            |
| <b>Administration Total</b>   | \$15,000   | \$0         |                       | \$15,000   |
| <b>ALL ACTIVITIES TOTAL</b>   | \$167,000  | \$0         |                       | \$167,000  |



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

|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                     |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <b>MEETING DATE</b>                   | JUNE 23, 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                     |
| <b>RESOLUTION OR ORDINANCE NUMBER</b> | <p>R-20-44 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CITY'S 2019-2020 SECTION 125 FLEXIBLE BENEFIT PLAN TO ALLOW BALANCES TO BE EXPENDED THROUGH SEPTEMBER 30, 2020</p> <p>R-20-45 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CITY'S SECTION 125 FLEXIBLE BENEFIT PLAN INCREASING ANNUAL CARRYOVER FROM \$500 TO \$550</p> <p>R-20-46 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CITY'S MERITAIN HEALTH INSURANCE PLAN DOCUMENT TO ALLOW COVERAGE OF TELEHEALTH VISITS</p> |                                                                     |
| <b>AGENDA TITLE</b>                   | RESOLUTIONS AUTHORIZING CHANGES TO MERITAIN HEALTH COVERAGE AND FLEXIBLE SPENDING ACCOUNTS FOR 2019-2020 AND 2020-2021 IN LIGHT OF COVID-19                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                     |
| <b>REQUESTING DEPARTMENT</b>          | Human Resources                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                     |
| <b>PRESENTER</b>                      | Allison Pryor, Human Resources Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                     |
| <b>FISCAL INFORMATION</b>             | Cost as recommended:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$75 (NueSynergy FSA fees for 5 employees from June-September)      |
|                                       | Budget Line Item:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                     |
|                                       | Balance Available                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                     |
|                                       | New Appropriation Required:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PURPOSE</b>                            | To amend the City of Coffeyville's plan documents to allow changes giving employees greater flexibility in coverage and use of FSA funds for 2019-2021 due to COVID-19.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>BACKGROUND</b>                         | <p>Due to the changes in the healthcare industry brought about by COVID-19, the Federal government has opened a myriad of options that employers can offer employees to allow greater access to healthcare and use of Flexible Spending Account (FSA) funds. This Agenda item seeks to assist the City of Coffeyville's employees through these three changes to our healthcare coverage and FSA accounts: First, a resolution which allows those employees who had \$50 or more remaining in the 2019-2020 FSA accounts to expend those funds by September 30, 2020. Currently, expenditure of set-aside FSA funds from the 2019-2020 FSA plan year ended 60 days after the end of the plan year. This guidance was altered by IRS Notice 2020-29. Second, to increase carryover of current year FSA funds from \$500 to \$550. At the time of our open enrollment, IRS Guidelines allowed a maximum carryover of funds of \$500; IRS Notice 2020-33 changed that maximum carryover. Finally, a change to the Meritain Health Insurance plan allowing coverage of telehealth visits with a primary provider to be covered at the same rate as a regular office visit. This change is becoming industry standard in light of COVID-19, and has become a viable option to access healthcare without exposure to additional pathogens by entering a healthcare facility.</p> |
| <b>SPECIAL NOTES</b>                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>ANALYSIS</b>                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>PUBLIC INFORMATION PROCESS</b>         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>BOARD OR COMMISSION RECOMMENDATION</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |



|                                         |                                                                                                          |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------|
| <b>STAFF<br/>RECOMMENDATION</b>         | Approval of Resolution R-20-44, Resolution R-20-45 and Resolution R-20-46                                |
| <b>REFERENCE DOCUMENTS<br/>ATTACHED</b> | Resolution R-20-44, Resolution R-20-45, Resolution R-20-46 and IRS Notice 2020-29 and IRS Notice 2020-33 |

**RESOLUTION NO. R-20-44**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CITY'S 2019-2020 SECTION 125 FLEXIBLE BENEFIT PLAN TO ALLOW BALANCES TO BE EXPENDED THROUGH SEPTEMBER 30, 2020.**

**BE IT RESOLVED** by the governing body of the City of Coffeyville, Kansas, that the mayor be and is hereby authorized and directed to execute the Amendment to the City's 2019-2020 Section 125 Flexible Benefit Plan to allow accounts with balances in excess of \$50 to expend said funds by September 30, 2020.

**BE IT FURTHER RESOLVED** that City staff are hereby authorized to implement the change as approved.

Adopted this 23<sup>rd</sup> day of June, 2020.

\_\_\_\_\_  
Paul Bauer, Mayor

Attest:

\_\_\_\_\_  
Melissa Carter, City Clerk

Approved:

\_\_\_\_\_  
Paul Kritz, City Attorney

**RESOLUTION NO. R-20-45**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN  
AMENDEMENT TO THE CITY'S SECTION 125 FLEXIBLE BENEFIT PLAN  
INCREASING ANNUAL CARRYOVER FROM \$500 TO \$550**

**BE IT RESOLVED** by the governing body of the City of Coffeyville, Kansas, that the mayor be and is hereby authorized and directed to execute the Amendment to the City's 2020-2021 Section 125 Flexible Benefit Plan to allow carryover of \$550 from the current plan year into the coming plan year.

**BE IT FURTHER RESOLVED** that City staff are hereby authorized to implement the change as approved.

Adopted this 23<sup>rd</sup> day of June, 2020.

\_\_\_\_\_  
Paul Bauer, Mayor

Attest:

\_\_\_\_\_  
Melissa Carter, City Clerk

Approved:

\_\_\_\_\_  
Paul Kritz, City Attorney

**RESOLUTION NO. R-20-46**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CITY'S MERITAIN HEALTH INSURANCE PLAN DOCUMENT TO ALLOW COVERAGE OF TELEHEALTH VISITS**

**BE IT RESOLVED** by the governing body of the City of Coffeyville, Kansas, that the mayor be and is hereby authorized and directed to execute the Amendment to the City's 2020-2021 Meritain Health Insurance plan to allow telehealth visits with primary physicians in addition to Teladoc services currently offered..

**BE IT FURTHER RESOLVED** that City staff are hereby authorized to implement the change as approved.

Adopted this 23<sup>rd</sup> day of June, 2020.

\_\_\_\_\_  
Paul Bauer, Mayor

Attest:

\_\_\_\_\_  
Melissa Carter, City Clerk

Approved:

\_\_\_\_\_  
Paul Kritz, City Attorney

# **COVID-19 GUIDANCE UNDER § 125 CAFETERIA PLANS AND RELATED TO HIGH DEDUCTIBLE HEALTH PLANS**

Notice 2020-29

## **I. PURPOSE AND OVERVIEW**

To assist with the nation's response to the 2019 Novel Coronavirus outbreak (COVID-19), this notice provides for increased flexibility with respect to mid-year elections under a § 125 cafeteria plan during calendar year 2020 related to employer-sponsored health coverage, health Flexible Spending Arrangements (health FSAs), and dependent care assistance programs. This notice also provides increased flexibility with respect to grace periods to apply unused amounts in health FSAs to medical care expenses incurred through December 31, 2020, and unused amounts in dependent care assistance programs to dependent care expenses incurred through December 31, 2020.

As described more fully below, this notice provides that –

- For mid-year elections made during calendar year 2020, a § 125 cafeteria plan may permit employees who are eligible to make salary reduction contributions under the plan to: (1) with respect to employer-sponsored health coverage, (a) make a new election on a prospective basis, if the employee initially declined to elect employer-sponsored health coverage; (b) revoke an existing election and make a new election to enroll in different health coverage sponsored by the same employer on a prospective basis;

- and (c) revoke an existing election on a prospective basis, provided that the employee attests in writing that the employee is enrolled, or immediately will enroll, in other health coverage not sponsored by the employer; (2) revoke an election, make a new election, or decrease or increase an existing election applicable to a health FSA on a prospective basis; and (3) revoke an election, make a new election, or decrease or increase an existing election regarding a dependent care assistance program on a prospective basis;
- For unused amounts remaining in a health FSA or a dependent care assistance program under the § 125 cafeteria plan as of the end of a grace period or plan year ending in 2020, a § 125 cafeteria plan may permit employees to apply those unused amounts to pay or reimburse medical care expenses or dependent care expenses, respectively, incurred through December 31, 2020; and
  - The relief provided in Notice 2020-15, 2020-14 IRB 559 regarding high deductible health plans (HDHPs) and expenses related to COVID-19, and in section 3701 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136, 134 Stat. 281 (March 27, 2020)) regarding an exemption for telehealth services, may be applied retroactively to January 1, 2020.

## **II. BACKGROUND**

### **A. Elections Under a § 125 Cafeteria Plan**

Section 125(d)(1) of the Internal Revenue Code (Code) defines a § 125 cafeteria plan as a written plan maintained by an employer under which all participants are

employees, and all participants may choose among two or more benefits consisting of cash and qualified benefits. Subject to certain exceptions, § 125(f) defines a qualified benefit as any benefit which, with the application of § 125(a), is not includable in the gross income of the employee by reason of an express provision of the Code. Qualified benefits that may be provided under a § 125 cafeteria plan include employer-provided accident and health plans excludable under §§ 106 and 105(b), health FSAs excludable under §§ 106 and 105(b), and dependent care assistance programs excludable under § 129.

Elections regarding qualified benefits under a § 125 cafeteria plan generally must be irrevocable and must be made prior to the first day of the plan year, except as provided under Treas. Reg. § 1.125-4.<sup>1</sup> Treas. Reg. § 1.125-4 provides that a § 125 cafeteria plan may permit an employee to revoke an election during a period of coverage and to make a new election under certain circumstances, such as if the employee experiences a change in status or there are significant changes in the cost of coverage. Section 125 does not require a § 125 cafeteria plan to permit the mid-year election changes allowed under Treas. Reg. § 1.125-4.

Due to the nature of the public health emergency posed by COVID-19 and unanticipated changes in the need for medical care, some employers have indicated a willingness to offer employees who initially declined to elect employer-sponsored health coverage an opportunity to elect health coverage or allow employees enrolled in

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<sup>1</sup> In contrast, for qualified transportation fringe benefits under § 132(f) (which pursuant to § 125(f)(1) may not be offered under a § 125 cafeteria plan), Treas. Reg. § 1.132-9, Q&A 14 provides that employees may change or revoke compensation reduction elections related to the qualified transportation fringe benefits under § 132(f) before the employee is able currently to receive the cash or other taxable amount at the employee's discretion (generally before the beginning of a pay period).

employer-sponsored health coverage to enroll in different health coverage offered by the same employer or drop their existing employer-sponsored health coverage to enroll in other health coverage not offered by their employer (for example, coverage offered by their spouse's employer). In addition, some employees may have an increase or decrease in medical expenses due to unanticipated changes in the need for or availability of medical care and may wish to increase or decrease amounts in their health FSAs. Further, some employees may have an increase or decrease in the need for dependent care assistance due to the unanticipated closure of schools and child care providers and changes to the employee's work location or schedule. Depending on an employee's circumstances, the exceptions set forth in Treas. Reg. § 1.125-4 may not apply with respect to election changes that employees may wish to request for employer-sponsored health coverage, health FSAs, and dependent care assistance programs for reasons related to the COVID-19 public health emergency.

#### **B. Health FSAs and Dependent Care Assistance Programs**

Under the carryover rule, a § 125 cafeteria plan may permit the carryover of unused amounts remaining in a health FSA as of the end of a plan year to pay or reimburse a participant for medical care expenses incurred during the following plan year, subject to the carryover limit (currently \$550). See Notice 2013-71, 2013-47 IRB 532, and Notice 2020-33, 2020-22 IRB \_\_\_\_\_. Under the grace period rule, a § 125 cafeteria plan may permit a participant to apply unused amounts (including amounts remaining in a health FSA or dependent care assistance program) at the end of a plan year to pay expenses incurred for those same qualified benefits during the period of up to two months and 15 days immediately following the end of the plan year. See



Notice 2005-42, 2005-1 C.B. 1204, and Prop. Treas. Reg. § 1.125-1(e). For a health FSA, a § 125 cafeteria plan may adopt a carryover or a grace period (or neither), but may not adopt both features. See Notice 2013-71.

Due to the nature of the public health emergency posed by COVID-19, in particular unanticipated changes in the availability of certain medical care and dependent care, employees may be more likely to have unused health FSA amounts or dependent care assistance program amounts (or have larger unused health FSA amounts or dependent care assistance program amounts) as of the end of plan years, or grace periods, ending in 2020 and may wish to have an extended period during which to apply their unused health FSA amounts or dependent care assistance program amounts to pay or reimburse medical care expenses or dependent care expenses.

**C. Impact of Health FSA Reimbursements on Eligibility to Contribute to an HSA**

Section 223 permits eligible individuals to establish and contribute to health savings accounts (HSAs). Pursuant to § 223(c)(1)(A), an eligible individual is, with respect to any month, any individual if (i) such individual is covered under an HDHP as of the first day of such month, and (ii) such individual is not, while covered under an HDHP, covered under any health plan which is not an HDHP, and which provides coverage for any benefit which is covered under the HDHP. An HDHP is a health plan that satisfies the minimum annual deductible requirement and maximum out-of-pocket expenses requirement under § 223(c)(2)(A).

Coverage by a general purpose health FSA is coverage by a health plan that disqualifies an otherwise eligible individual from contributing to an HSA, although coverage by a limited purpose health FSA would not do so.<sup>2</sup> See Rev. Rul. 2004-45, 2004-1 C.B. 971. Similarly, a telemedicine arrangement generally constitutes a health plan or insurance that provides coverage before the minimum annual deductible is met, and provides coverage that is not disregarded coverage or preventive care, which would generally disqualify an otherwise eligible individual from contributing to an HSA. However, section 3701 of the CARES Act amended § 223 of the Code to temporarily allow HSA-eligible HDHPs to cover telehealth and other remote care services. See section IV.B. of this notice for more details.

### **III. RELIEF**

#### **A. Elections Under a § 125 Cafeteria Plan**

This notice provides temporary flexibility for § 125 cafeteria plans to permit employees to make certain prospective mid-year election changes for employer-sponsored health coverage, health FSAs, and dependent care assistance programs during calendar year 2020 that the plan chooses to permit. Specifically, an employer, in its discretion, may amend one or more of its § 125 cafeteria plans (including limiting the period during which election changes may be made) to allow each employee who is eligible to make salary reduction contributions under the plan to make prospective

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<sup>2</sup> Notice 2005-86, 2005-49 IRB 1075 clarifies that coverage by a general purpose health FSA during a grace period is health coverage that disqualifies an otherwise eligible individual from contributing to an HSA during that period. However, Notice 2005-86 provides methods an employer can use to amend the health FSA for the grace period so it does not disqualify employees from contributing to an HSA during that period.

election changes (including an initial election) during calendar year 2020 regarding employer-sponsored health coverage, a health FSA, or a dependent care assistance program, regardless of whether the basis for the election change satisfies the criteria set forth in Treas. Reg. § 1.125-4. In particular, an employer may amend one or more of its § 125 cafeteria plans to allow employees to: (1) make a new election for employer-sponsored health coverage on a prospective basis, if the employee initially declined to elect employer-sponsored health coverage; (2) revoke an existing election for employer-sponsored health coverage and make a new election to enroll in different health coverage sponsored by the same employer on a prospective basis (including changing enrollment from self-only coverage to family coverage); (3) revoke an existing election for employer-sponsored health coverage on a prospective basis, provided that the employee attests in writing that the employee is enrolled, or immediately will enroll, in other health coverage not sponsored by the employer; (4) revoke an election, make a new election, or decrease or increase an existing election regarding a health FSA on a prospective basis; and (5) revoke an election, make a new election, or decrease or increase an existing election regarding a dependent care assistance program on a prospective basis.

To accept an employee's revocation of an existing election for employer-sponsored health coverage, the employer must receive from the employee an attestation in writing that the employee is enrolled, or immediately will enroll, in other comprehensive health coverage not sponsored by the employer. The employer may rely on the written attestation provided by the employee, unless the employer has actual knowledge that the employee is not, or will not be, enrolled in other comprehensive

health coverage not sponsored by the employer. The following is an example of an acceptable written attestation:

Name: \_\_\_\_\_ (and other identifying information requested by the employer for administrative purposes).

I attest that I am enrolled in, or immediately will enroll in, one of the following types of coverage: (1) employer-sponsored health coverage through the employer of my spouse or parent; (2) individual health insurance coverage enrolled in through the Health Insurance Marketplace (also known as the Health Insurance Exchange); (3) Medicaid; (4) Medicare; (5) TRICARE; (6) Civilian Health and Medical Program of the Department of Veterans Affairs (CHAMPVA); or (7) other coverage that provides comprehensive health benefits (for example, health insurance purchased directly from an insurance company or health insurance provided through a student health plan).

Signature: \_\_\_\_\_

An employer utilizing this relief under § 125 is not required to provide unlimited election changes but may, in its discretion, determine the extent to which such election changes are permitted and applied, provided that any permitted election changes are applied on a prospective basis only, and the changes to the plan's election requirements do not result in failure to comply with the nondiscrimination rules applicable to § 125 cafeteria plans. In determining the extent to which election changes are permitted and applied, an employer may wish to consider the potential for adverse selection of health coverage by employees. To prevent adverse selection of health coverage, an employer may wish to limit elections to circumstances in which an employee's coverage will be increased or improved as a result of the election (for example, by electing to switch from self-only coverage to family coverage, or from a low option plan covering in-network expenses only to a high option plan covering expenses in or out of network). Changes to the plan may also implicate other applicable laws,

such as notice requirements under Title I of the Employee Retirement Income Security Act of 1974, with which any changes should comply. With respect to mid-year election changes for employer-sponsored coverage, this relief applies to both employers sponsoring self-insured plans and employers sponsoring insured plans. With respect to health FSAs, this relief applies to all health FSAs, including limited purpose health FSAs compatible with HSAs. In addition, with respect to health FSAs and dependent care assistance programs, employers are permitted to limit mid-year elections to amounts no less than amounts already reimbursed.

This relief may be applied retroactively to periods prior to the issuance of this notice and on or after January 1, 2020, to address a § 125 cafeteria plan that, prior to the issuance of this notice, permitted mid-year election changes for employer-sponsored health coverage, health FSAs, or dependent care assistance programs that otherwise are consistent with the requirements for the relief provided in this notice.

**B. Extended Claims Period for Health FSAs and Dependent Care Assistance Programs**

This notice also provides flexibility for a § 125 cafeteria plan to provide an extended period to apply unused amounts remaining in a health FSA or dependent care assistance program to pay or reimburse medical care expenses or dependent care expenses. Specifically, an employer, in its discretion, may amend one or more of its § 125 cafeteria plans to permit employees to apply unused amounts remaining in a health FSA or a dependent care assistance program as of the end of a grace period ending in 2020 or a plan year ending in 2020 to pay or reimburse expenses incurred for the same qualified benefit through December 31, 2020. For example, if an employer

sponsors a § 125 cafeteria plan with a health FSA that has a calendar year plan year and provides for a grace period ending on March 15 immediately following the end of each plan year, the employer may amend the plan to permit employees to apply unused amounts remaining in an employee's health FSA as of March 15, 2020, to reimburse the employee for medical care expenses incurred through December 31, 2020.<sup>3</sup> This relief applies to all health FSAs, including limited purpose health FSAs compatible with HSAs. However, health FSA amounts may only be used for medical care expenses, and dependent care assistance program amounts may only be used for dependent care expenses. The extension of time for incurring claims is available both to § 125 cafeteria plans that have a grace period, and plans that provide for a carryover, notwithstanding Notice 2013-71, which otherwise continues in effect and provides that health FSAs can either adopt a grace period or provide for a carryover amount but cannot have both. The following examples illustrate how a plan with a July 1 plan year that allows a \$500 carryover would implement the extended period for incurring claims allowed by this notice:

**Example 1.** Employer provides a health FSA under a § 125 cafeteria plan that allows a \$500 carryover for the 2019 plan year (July 1, 2019 to June 30, 2020). Pursuant to this notice and Notice 2020-33, Employer amends the plan to adopt a \$550 (indexed) carryover beginning with the 2020 plan year, and also amends the plan to adopt the temporary extended period for incurring claims with respect to the 2019 plan year, allowing for claims incurred prior to January 1, 2021, to be paid with respect to amounts from the 2019 plan year.

Employee A has a remaining balance in his health FSA for the 2019 plan year of \$2,000 on June 30, 2020, because a scheduled non-emergency procedure was postponed. For the 2020 plan year beginning July 1, 2020, Employee A elects to contribute \$2,000 to his health FSA. Employee A is able to reschedule the procedure before December 31,

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<sup>3</sup> Certain plans would not need the relief provided in this notice. For example, a plan with a plan year ending on or after October 31, 2020, continues to be able to provide a grace period of up to two months and 15 days, which would allow the reimbursement of claims incurred after December 31, 2020.

2020 and, between July 1, 2020 and December 31, 2020, incurs \$1,900 in medical care expenses. The health FSA may reimburse Employee A \$1,900 from the \$2,000 remaining in his health FSA at the end of the 2019 plan year, leaving \$100 unused from the 2019 plan year. Under the plan terms that provide for a carryover, Employee A is allowed to use the remaining \$100 in his health FSA until June 30, 2021, to reimburse claims incurred during the 2020 plan year. Employee A may be reimbursed for up to \$2,100 (\$2,000 contributed to the health FSA for the 2020 plan year plus \$100 carryover from the 2019 plan year) for medical care expenses incurred between January 1, 2021 and June 30, 2021. In addition, Employee A may carry over to the 2021 plan year beginning July 1, 2021 up to \$550 of any remaining portion of that \$2,100 after claims are processed for the 2020 plan year that began July 1, 2020. A grace period is not available for the plan year ending June 30, 2021.

**Example 2.** Same facts as Example 1, except that Employee B has a remaining balance in his health FSA for the 2019 plan year of \$1,250 on June 30, 2020. For the 2020 plan year beginning July 1, 2020, Employee B elects to contribute \$1,200 to his health FSA. Between July 1, 2020 and December 31, 2020, Employee B incurs \$600 in medical care expenses. The health FSA may reimburse Employee B \$600 from the \$1,250 remaining in his health FSA at the end of the 2019 plan year, leaving \$650 unused from the 2019 plan year. Under the plan terms, Employee B is allowed to use \$500<sup>4</sup> of the \$650 unused amount from the 2019 plan year to reimburse claims incurred during the 2020 plan year, and the remaining \$150 will be forfeited. Employee B may be reimbursed for up to \$1,700 (\$1,200 contributed to the health FSA for the 2020 plan year plus \$500 carryover from the 2019 plan year) for medical care expenses incurred between January 1, 2021 and June 30, 2021. In addition, Employee B may carry over to the 2021 plan year beginning July 1, 2021 up to \$550 of any remaining unused portion of that \$1,700 after claims are processed for the 2020 plan year that began July 1, 2020. A grace period is not available for the plan year ending June 30, 2021.

The extension of the period for incurring claims that may be reimbursed by the health FSA is an extension of coverage by a health plan that is not an HDHP for purposes of determining whether an eligible individual qualifies to make contributions to an HSA (except in the case of an HSA-compatible health FSA, such as a limited purpose health FSA). See section II.C. of this notice. Thus, an individual who had unused amounts remaining at the end of a plan year or grace period ending in 2020 and

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<sup>4</sup> The maximum unused amount remaining in a health FSA from a plan year beginning in 2019 allowed to be carried over to the immediately following plan year beginning in 2020 is \$500, whereas the maximum unused amount remaining in a health FSA from a plan year beginning in 2020 allowed to be carried over to the immediately following plan year beginning in 2021 is \$550 (20 percent of \$2,750, the indexed 2020 limit under § 125(i)). See Notice 2020-33.

who is allowed an extended period to incur expenses under a health FSA pursuant to a plan amended in accordance with this notice will not be eligible to contribute to an HSA during the extended period (except in the case of an HSA-compatible health FSA, including a health FSA that is amended to be HSA-compatible).

The relief set forth in this notice may be applied on or after January 1, 2020 and on or before December 31, 2020, provided that any elections made in accordance with this notice apply only on a prospective basis.

### **C. Plan Amendments**

An employer that decides to amend one or more of its § 125 cafeteria plans to provide for mid-year election changes for employer-sponsored health coverage, health FSAs, or dependent care assistance programs in a manner consistent with this notice or to provide for an extended period to apply unused amounts remaining in a health FSA or a dependent care assistance program to pay or reimburse medical care expenses or dependent care expenses in a manner consistent with this notice must adopt a plan amendment. In addition, an employer that decides to amend its health FSA to provide for an increase in the carryover of unused amounts to the following year in a manner consistent with Notice 2020-33, for the 2020 plan year or plan years thereafter, must adopt a plan amendment.

An amendment for the 2020 plan year must be adopted on or before December 31, 2021, and may be effective retroactively to January 1, 2020, provided that the § 125 cafeteria plan operates in accordance with this notice or Notice 2020-33 or both, as applicable, and the employer informs all employees eligible to participate in



the § 125 cafeteria plan of the changes to the plan. Any amendment adopted pursuant to this notice must apply only to mid-year elections made during calendar year 2020, or to an extended period to apply unused health FSA amounts or dependent care assistance program amounts for the payment or reimbursement of medical care expenses or dependent care expenses incurred through December 31, 2020.

#### **IV. MISCELLANEOUS**

##### **A. HDHPs and Application of Notice 2020-15**

Notice 2020-15 provides that a health plan that otherwise satisfies the requirements to be an HDHP under § 223(c)(2)(A) will not fail to be an HDHP merely because the health plan provides medical care services and items purchased related to testing for and treatment of COVID-19 prior to the satisfaction of the applicable minimum deductible. This notice clarifies that the relief provided in Notice 2020-15 regarding HDHPs and expenses related to testing for and treatment of COVID-19 applies with respect to reimbursements of expenses incurred on or after January 1, 2020. This notice further clarifies that the panel of diagnostic testing for influenza A & B, norovirus and other coronaviruses, and respiratory syncytial virus (RSV) and any items or services required to be covered with zero cost sharing under section 6001 of the Families First Coronavirus Response Act (P.L. 116-127, 134 Stat. 178 (March 18, 2020)), as amended by the CARES Act, are part of testing and treatment for COVID-19 for purposes of Notice 2020-15.

## **B. HDHPs and Application of Section 3701 of the CARES Act**

Section 3701 of the CARES Act amends § 223(c) of the Code to provide a temporary safe harbor for providing coverage for telehealth and other remote care services. As added by the CARES Act, § 223(c)(2)(E) of the Code allows HSA-eligible HDHPs to cover telehealth and other remote care services without a deductible or with a deductible below the minimum annual deductible otherwise required by § 223(c)(2)(A) of the Code. Section 3701 of the CARES Act also amends § 223(c)(1)(B)(ii) of the Code to include telehealth and other remote care services as categories of coverage that are disregarded for purposes of determining whether an individual who has other health plan coverage in addition to an HDHP is an eligible individual who may make tax-favored contributions to his or her HSA under § 223 of the Code. Thus, an otherwise eligible individual with coverage under an HDHP may also receive coverage for telehealth and other remote care services outside the HDHP and before satisfying the deductible of the HDHP and still contribute to an HSA. The amendments to § 223 of the Code under section 3701 of the CARES Act are effective March 27, 2020, and apply to plan years beginning on or before December 31, 2021. This notice provides that treatment of telehealth and other remote care services under section 3701 of the CARES Act applies with respect to services provided on or after January 1, 2020, with respect to plan years beginning on or before December 31, 2021. Therefore, for example, an otherwise eligible individual with coverage under an HDHP who also received coverage beginning February 15, 2020 for telehealth and other remote care services under an arrangement that is not an HDHP and before satisfying the deductible for the HDHP will not be disqualified from contributing to an HSA during 2020.

## **V. DRAFTING INFORMATION**

The principal author of this notice is Jennifer Solomon of the Office of Associate Chief Counsel (Employee Benefits, Exempt Organizations, and Employment Taxes), though other Treasury Department and IRS officials participated in its development. For further information on the provisions of this notice, contact Jennifer Solomon at (202) 317-5500 (not a toll-free number).

# Section 125 Cafeteria Plans - Modification of Permissive Carryover Rule for Health Flexible Spending Arrangements and Clarification Regarding Reimbursements of Premiums by Individual Coverage Health Reimbursement Arrangements

Notice 2020-33

## I. PURPOSE

This notice modifies Notice 2013-71, 2013-47 IRB 532, to increase the carryover limit (currently \$500) of unused amounts remaining as of the end of a plan year in a health Flexible Spending Arrangement (health FSA) under a § 125 cafeteria plan that may be carried over to pay or reimburse a participant for medical care expenses incurred during the following plan year. The increase in the amount that can be carried over from one plan year to the next reflects indexing for inflation, and this indexing parallels the indexing applicable to the limit on salary reduction contributions under § 125(i) of the Internal Revenue Code (Code). Second, this notice clarifies the ability of a health plan to reimburse individual insurance policy premium expenses incurred prior to the beginning of the plan year for coverage provided during the plan year. This clarification will assist with the implementation of individual coverage health reimbursement arrangements (individual coverage HRAs).

## II. BACKGROUND

Section 125(d)(1) defines a § 125 cafeteria plan as a written plan maintained by an employer under which all participants are employees, and all participants may choose among two or more benefits consisting of cash and qualified benefits. Subject to certain exceptions, § 125(f) defines a qualified benefit as any benefit which, with the application of § 125(a), is not includable in the gross income of the employee by reason of an express provision of the Code. Qualified benefits include employer-provided

accident and health plans excludable from gross income under §§ 106 and 105(b), but exclude long term care insurance and certain qualified health plans offered through an Exchange (also referred to as a Marketplace) established under § 1311 of the Patient Protection and Affordable Care Act (the Act).<sup>1</sup>

Qualified health and accident benefits provided under a § 125 cafeteria plan and reimbursements of medical care expenses by an HRA or any other accident and health plan are subject to the rules for the exclusions from gross income under §§ 105 and 106. An amount generally will be treated as received under an accident and health plan only if the employee was covered by the plan on the date the employee became sick or injured. Treas. Reg. § 1.105-5. Thus, only reimbursements for medical care expenses incurred by a participant during the plan year may be excluded from income and wages under §§ 105 and 106.

Section 125(i) provides that, beginning in 2013, a health FSA is not treated as a qualified benefit unless the § 125 cafeteria plan limits each employee's salary reduction contribution to the health FSA to no more than \$2,500 per taxable year (as indexed for cost-of-living adjustments, \$2,750 for 2020).<sup>2</sup> Notice 2012-40, 2012-26 IRB 1046, clarifies that the term "taxable year" in § 125(i) refers to the plan year of the § 125 cafeteria plan, so that the limit is applicable beginning with the first day of the first plan year beginning in 2013.

#### A. The permissive carryover rule

Pursuant to § 125(d)(2)(A), a § 125 cafeteria plan generally does not include any plan that provides for deferred compensation. Consistent with this statutory rule,

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<sup>1</sup> Public Law 111-148 (124 Stat. 1029 (2010)), amended by §§ 10104 and 10203 of the Act.

<sup>2</sup> Revenue Procedure 2019-44, 2019-47 IRB 1093.

proposed regulations under § 125 (that predate the enactment of the Act and provide that taxpayers may rely upon them pending further guidance) generally prohibit participants from using contributions made for one plan year to purchase a benefit that will be provided in a subsequent plan year because using contributions in this manner would result in a deferral of compensation. To satisfy the statutory requirement, and in reliance on the proposed regulations, plans adopted a “use-or-lose” rule under which unused benefits or contributions remaining as of the end of the plan year (referred to in this notice as “unused amount(s)”) are forfeited. See Prop. Treas. Reg. §§ 1.125-1(c)(7)(C), 1.125-1(o), and 1.125-5(c). To address the need for a period after the end of the plan year during which participants may submit documentation for expenses incurred throughout the entire plan year, the proposed regulations provide for a “run-out period.” A “run-out period” is a period immediately following the end of a plan year during which a participant can submit a claim for reimbursement of expenses incurred for qualified benefits during the plan year or, in the case of a plan using the grace period rule (described in the following paragraph), such a period immediately following the end of the grace period. See Prop. Treas. Reg. § 1.125-1(f). Plans commonly rely on this rule to calculate the unused amounts as of the end of a health FSA’s plan year. The unused amounts are calculated as the amounts that remain after medical care expenses have been reimbursed at the end of the plan’s run-out period for that plan year.

In 2005, the Department of the Treasury (Treasury Department) and the Internal Revenue Service (IRS) liberalized the use-or-lose rule by providing a grace period rule. Under the grace period rule, a § 125 cafeteria plan may permit a participant to apply

unused amounts (including amounts remaining in a health FSA) to pay expenses incurred for certain qualified benefits during the period of up to two months and 15 days immediately following the end of the plan year. See Notice 2005-42, 2005-1 C.B. 1204, and Prop. Treas. Reg. § 1.125-1(e). This exception is based on other Code provisions and Treasury regulations that do not treat certain compensation arrangements as providing for deferred compensation if the compensation is paid no later than the fifteenth day of the third month after the taxable year in which the services are performed. See, e.g., Treas. Reg. § 1.404(b)-1T, Q&A-2.

Notice 2013-71 provided a further liberalization permitting a § 125 cafeteria plan to allow up to \$500 of any unused amount in a participant's health FSA as of the end of a plan year to be paid or reimbursed to the participant for medical care expenses incurred in the immediately following plan year (the "permissive carryover" rule). In addition to the unused amounts of up to \$500 that a plan may permit a participant to carry over to the next year, the plan may also permit the participant to elect up to the maximum amount of contributions through salary reduction permitted under § 125(i) for that year. Thus, under the liberalization provided through Notice 2013-17, the carryover of up to \$500 does not count against, or otherwise affect, the indexed \$2,500 limit on salary reduction contributions applicable to each plan year. Although the maximum unused amount allowed to be carried over in any plan year is \$500, the plan may specify a lower amount as the permissible maximum carryover (and the plan sponsor has the option of not permitting any carryover at all).

Notice 2013-71, in permitting a carryover of \$500, specified that a plan adopting a carryover provision is not permitted to also provide a grace period with respect to

health FSAs. Nor is the plan, for any plan year, permitted to allow a participant to elect a salary reduction contribution for health FSA benefits of more than the indexed \$2,500 limit, or permitted to reimburse claims incurred during the plan year that exceed the applicable indexed \$2,500 salary reduction contribution limit (and any nonelective employer contributions, often referred to as flex credits), plus the carryover amount of up to \$500. If an employer adopts a carryover provision, the same carryover limit must apply to all plan participants. Also, a § 125 cafeteria plan is not permitted to allow unused amounts relating to a health FSA to be cashed out or converted to any other taxable or nontaxable benefit as this would result in deferral of compensation prohibited by § 125(a)(2)(A). Rather, unused amounts relating to a health FSA may be used only to pay or reimburse certain § 213(d) medical care expenses (excluding health insurance, long-term care services, or long-term care insurance). See Prop. Treas. Reg. § 1.125-1(q).

With respect to a participant, the amount that may be carried over to the following plan year is equal to the lesser of (1) any unused amounts from the immediately preceding plan year, or (2) \$500 (or a lower amount specified in the plan). To prevent deferral of compensation, any unused amount in excess of \$500 (or a lower amount specified in the plan) as of the end of the run-out period for the plan year is forfeited. Any unused amount in a participant's health FSA as of termination of employment also is forfeited (unless, if applicable, the participant elects COBRA continuation coverage with respect to the health FSA).

When Notice 2013-71 was issued, \$500 represented 20 percent of the maximum allowed salary reduction amount under § 125(i). While the \$2,500 maximum allowed



salary reduction amount is indexed for inflation under § 125(i)(2), Notice 2013-71 did not provide for any adjustment to the maximum \$500 carryover amount. The indexed amount under § 125(i) for 2020 is \$2,750.

On June 24, 2019, President Trump issued Executive Order 13877,<sup>3</sup> “Improving Price and Quality Transparency in American Healthcare to Put Patients First,” which included an order that the Secretary of Treasury, to the extent consistent with law, issue guidance to increase the amount of funds that can carry over without penalty at the end of the year for flexible spending arrangements. In response to Executive Order 13877, the Treasury Department and the IRS are issuing this notice.

#### B. Timing of reimbursements by health plans

On October 12, 2017, President Trump issued Executive Order 13813,<sup>4</sup> “Promoting Healthcare Choice and Competition Across the United States,” which included directions to the Secretaries of the Treasury, Labor, and Health and Human Services (the Departments) to “consider proposing regulations or revising guidance, to the extent permitted by law and supported by sound policy, to increase the usability of HRAs, to expand employers’ ability to offer HRAs to their employees, and to allow HRAs to be used in conjunction with nongroup coverage.” In response to Executive Order 13813, the Departments issued regulations allowing HRAs to be “integrated” with individual health insurance coverage or Medicare if certain conditions are satisfied.<sup>5</sup> These HRAs are referred to as individual coverage HRAs<sup>6</sup> and generally are designed

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<sup>3</sup> 84 FR 30849 (June 24, 2019).

<sup>4</sup> 82 FR 48385 (Oct. 17, 2017).

<sup>5</sup> 84 FR 28888 (June 20, 2019).

<sup>6</sup> Treas. Reg. § 54.9802-4.

to reimburse employees for substantiated premiums for individual health insurance coverage and other medical care expenses.

Individual coverage HRAs are, nonetheless, employer-sponsored health plans and the exclusion from employees' gross income of reimbursements by these HRAs is subject to the requirements of §§ 105 and 106 and the underlying regulations. These requirements include the general rule that only payment or reimbursement for medical care expenses incurred by an employee during the plan year may be excluded from income and wages under §§ 105 and 106. Notwithstanding this general rule, as well as the rule prohibiting the deferral of compensation in a § 125 cafeteria plan, the Treasury Department and the IRS recognized certain practical difficulties and proposed a rule of administrative convenience that would permit amounts contributed by salary reduction from the last month of one plan year of a § 125 cafeteria plan to be applied to pay accident and health insurance premiums for insurance during the first month of the immediately following plan year, if done on a uniform and consistent basis with respect to all participants. See Prop. Treas. Reg. § 1.125-1(p)(5)(i) (upon which taxpayers may rely pending further guidance).

The restriction that a health plan may reimburse only medical care expenses incurred during the plan year raises analogous administrative issues in the case of an individual coverage HRA to the extent that a participant must pay, prior to the first day of a plan year, all or part of the premiums for individual health insurance coverage or Medicare during that plan year. Notice 2017-67, 2017-47 IRB 517, addresses these issues in the context of qualified small employer HRAs (QSEHRAs) under § 9831(d), which are arrangements similar to individual coverage HRAs. In particular, Q&A-52 of

Notice 2017-67 provides that, notwithstanding a general rule that a QSEHRA may not reimburse medical care expenses incurred before the eligible employee is provided the QSEHRA, a QSEHRA is permitted to treat a premium expense for a period of coverage as incurred on (1) the first day of each month of coverage on a pro rata basis, (2) the first day of the period of coverage, or (3) the date the premium is paid.

### III. GUIDANCE - FSA CARRYOVER AMOUNTS

#### A. Indexing of maximum carryover amount

As discussed in section II.A., this notice expands the exception to the prohibition on providing deferral of compensation through a § 125 cafeteria plan described in Notice 2013-71, which provides that a § 125 cafeteria plan may allow up to \$500 of unused amounts in a participant's health FSA as of the end of a plan year to be carried over to pay or reimburse the participant for medical care expenses incurred in the immediately following plan year. Specifically, this notice increases the maximum \$500 carryover amount for a plan year to an amount equal to 20 percent of the maximum salary reduction contribution under § 125(i) for that plan year. Because, by statute, the increase to the § 125(i) limit is rounded to the next lowest multiple of \$50, increases to the maximum carryover amount, as the result of that indexing, will be in multiples of \$10 (20 percent of any \$50 increase to the § 125(i) limit). Thus, the maximum unused amount from a plan year starting in 2020 allowed to be carried over to the immediately following plan year beginning in 2021 is \$550 (20 percent of \$2,750, the indexed 2020 limit under § 125(i)).

#### B. Deadline for a written § 125 cafeteria plan amendment to implement indexing of maximum carryover amount for 2020 (or a later year)

As a general rule, an amendment to a § 125 cafeteria plan to increase the carryover limit must be adopted on or before the last day of the plan year from which amounts may be carried over and may be effective retroactively to the first day of that plan year, provided that the § 125 cafeteria plan operates in accordance with the guidance under this notice and informs all employees eligible to participate in the plan of the carryover provision. Because § 125(d)(1) provides that a § 125 cafeteria plan must be a written plan,<sup>7</sup> a § 125 cafeteria plan offering a health FSA may not utilize the increased carryover amount permitted under this notice for a plan year that begins in 2020 (or a later year) unless the plan is written in a manner that incorporates the increase by reference or the plan is timely amended to set forth the increased amount. Accordingly, a plan may be amended to adopt the increased carryover amount for a plan year that begins in 2021, for example, at any time on or before the last day of the plan year that begins in 2021; see section III.C. for a special amendment timing rule for the 2020 plan year. The ability to amend a plan to increase the carryover limit does not include the ability to allow employees to make new elections under the plan (but see relief for the 2020 plan year in section III.C.).

#### C. Extended period for employee elections for 2020

The final and proposed regulations under § 125 set forth a framework for the timing and amendments of participant elections that ensure the plan meets the requirements of the Code, including that the plan not provide for deferred compensation. Generally, under those regulations, an individual must make § 125 cafeteria plan elections before the start of the plan year, and those plan elections must

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<sup>7</sup> See also Prop. Treas. Reg. § 1.125-1(c).

be irrevocable during the plan year, with limited exceptions that include certain changes in status to prevent the elections from constituting a deferral of compensation in contravention of § 125(d)(2)(A). See Treas. Reg. § 1.125-4 and Prop. Treas. Reg. § 1.125-2. As a result, an individual would be unable to modify his or her election for a health FSA on or after the first day of the 2020 plan year of the § 125 cafeteria plan, notwithstanding that the § 125 cafeteria plan is being amended to adopt the increased carryover amount for the 2020 plan year.

However, the Treasury Department and the IRS are simultaneously issuing a notice that, among other things, for the remainder of 2020, allows employers to permit mid-year elections under a § 125 cafeteria plan regarding a health FSA, including the ability to make an initial election to fund a health FSA, provided the changes are applied only prospectively. See Notice 2020-29, 2020-22 IRB \_\_\_. Although Notice 2020-29 permits this flexibility temporarily in response to the public health emergency posed by the 2019 Novel Coronavirus, Notice 2020-29 does not limit the relief to individuals affected by the pandemic. Accordingly, individuals who, during 2020, wish to increase their health FSA contributions, or begin to make health FSA contributions, as a result of the increased carryover amount permitted under this notice may do so in accordance with Notice 2020-29. Although only future salary may be reduced under the revised election, amounts contributed to the health FSA after the revised election may be used for any medical care expense incurred during the first plan year that begins on or after January 1, 2020.

With respect to the requirement to amend the written plan, Notice 2020-29 provides that an amendment under this notice for the 2020 plan year must be adopted

on or before December 31, 2021, and may be effective retroactively to January 1, 2020, provided that the employer informs all individuals eligible to participate in the § 125 cafeteria plan of the changes to the plan.

#### IV. GUIDANCE - TIMING FOR REIMBURSEMENTS BY HEALTH PLANS

As discussed in section II.B. of this notice, a health plan, including a premium-reimbursement plan in a § 125 cafeteria plan or an individual coverage HRA, may not reimburse medical care expenses incurred before the beginning of the plan year and qualify for exclusion from income and wages under §§ 105 and 106. Medical care expenses are treated as incurred when the covered individual is provided the medical care that gives rise to the expense, and not when the amount is billed or paid. This notice provides that a plan is permitted to treat an expense for a premium for health insurance coverage as incurred on (1) the first day of each month of coverage on a pro rata basis, (2) the first day of the period of coverage, or (3) the date the premium is paid. Thus, for example, an individual coverage HRA with a calendar year plan year may immediately reimburse a substantiated premium for health insurance coverage that begins on January 1 of that plan year, even if the covered individual paid the premium for the coverage prior to the first day of the plan year.

#### V. EFFECT ON OTHER DOCUMENTS

Notice 2013-71 is modified to increase the annual maximum carryover amount allowed for a health FSA consistent with the guidance described above.

#### VI. INTENT TO REVISE EXISTING REGULATIONS; RELIANCE

The Treasury Department and the IRS intend to revise Prop. Treas. Reg. §§ 1.125-1(o) and 1.125-5(c) to reflect the guidance in this notice. Until the proposed

regulations are so revised, taxpayers may rely upon the guidance provided in this notice, which is favorable to taxpayers.

#### VII. DRAFTING INFORMATION

The principal author of this notice is Christopher Dellana of the Office of Associate Chief Counsel (Employee Benefits, Exempt Organizations, and Employment Taxes). For further information regarding this notice, contact Christopher Dellana at (202) 317-5500 (not a toll-free call).

**Coffeyville Public Library Board of Trustees**  
**Minutes**  
**May 14<sup>th</sup>, 2020**  
**5:15 pm**

- **Call to order:** The meeting was called to order by President Karen Rittenhouse at 5:15. Present were Sue Rudziensky, Susan Brown, Brooke Brown, Katie Twitchell, Roger Gossard, Gary Bailey and Karen Rittenhouse. Absent was Mayor Paul Bauer.
- **Approval of Minutes, Financial Statement, Director's Report:** Brooke moved to approve the consent agenda items. Susan seconded the motion. All ayes, motion carried. The board agreed the quarterly financials will be split as follows: January, February, and March will be presented at the April meeting, April, May, and June will be presented at the July meeting, July, August, and September will be presented at the October meeting and October, November and December will be presented at the January meeting.
- **Comments from the public:** none.
- **Old Business**
  - ♦ Carpet Cleaned
  - ♦ Roof and library reorganization: Roof has been repaired and no longer leaking.
- **New Business**
  - ♦ 2020-21 Budget Discussion: Brooke moved to increase the 2021 library budget by \$1. Sue seconded the motion. 6 ayes, 1 no, motion carried.
  - ♦ Phases to Reopen the Library during COVID-19: The consensus of the board was to approve the phases to reopen, provided the dates align with Governor's plan, and it is updated to require patrons to wear masks when inside the building, in addition to encouraging the director to purchase necessary items to follow the preopening phases.
  - ♦ Election of Officers: Roger moved to table the election of officers to the June meeting, due to the COVID-19 pandemic. Sue seconded the motion. All ayes, motion carried.
- **Other News**
  - ♦ Staff In-Service Day—May 25<sup>th</sup> (Library Closed):
  - ♦ Library Closed—May 28<sup>th</sup> (Memorial Day):
- **Executive Session:** none



Roger motioned to adjourn the meeting at 6:51, Brooke seconded the motion, all ayes, motion carried.

# COFFEYVILLE RECREATION COMMISSION UPDATE

JUNE 2020

## Special Events/Aquatics Coordinator

### Pool

- Spoke with Kyle Stephens about a reopening date for the pool. We are looking at the week of the 15<sup>th</sup>
- Sent out a text to all the lifeguards about working once we reopen. I have heard back from 3 out of the 5

### Special Events

- Plan on offer a new class called Plush Pals. This is like a Build a Bear Workshop

### Buddy Program

- Looking at moving Buddy Ball to the Fall due to Covid19

### Sports

- Pickleball (starts back up on Tuesday June 9<sup>th</sup>)
- I have sent Shae a text to see when she would like to start back up with her class

## Upcoming Events

- Tumbling

## ASSISTANT DIRECTOR /PROGRAM SUPERVISOR

- Baseball/Softball
  - Four leagues will play an eight-game schedule this summer.
    - Blastball (6 game schedule)
    - T-ball
    - Midget Softball
    - Top Baseball
  - Currently, I am looking for coaches to help with the following clinics:
    - PeeWee Baseball
    - Farm Baseball
      - Cory Nation is the only coach I have now.
    - 15U Baseball
      - I have reached out to the new high school baseball coach and waiting for a response.
  - Clinic Volunteers
    - Farm Softball
      - Jason Zimmerman

- Ray Rutherford
- Justin Wintjen
- Ann Rooks
  - Ann and Justin might not be able to be at every scheduled date.
- Top Softball
  - Kristen Rexwinkle
  - Cody Rexwinkle
  - Eliza Dixon
  - Erin Macaronas
  - Shelli Stanley (if needed)
- Junior Softball
  - Shorty Forman
  - Alex Dressler
  - Eliza Dixon
  - Alyson Filson
  - Megan Hoppenstedt
  - Shelli Stanley (if needed)
- Soccer/Flag Football
  - Fall soccer and flag football registration will begin on June 8, 2020.

- New program
  - 50-in-50 Challenge (please see attached flyer for details)
- Other
  - Program Participation Record (please see attached)



# 50 IN 50 CHALLENGE

Staying active while social distancing!

## CHALLENGE SUMMARY

50 miles in 50 days is a virtual at home challenge that can be completed from the location of your choice. Complete the challenge with yourself, your friends, or your family.

## NOT A RUNNER?

That's okay! You can walk, run, jog, or follow a workout program of your choice. Workout program minutes are calculated in 15-minute increments.

Workout program calculations look like the following:

15 minutes = .75 miles  
 30 minutes = 1.5 miles  
 45 minutes = 2.25 miles  
 60 minutes = 5 miles

**CHALLENGE DATES:  
 JUNE 15—AUGUST 4, 2020**

## RULES

1. SIGN-UP AT [WWW.COFFEYVILLEREC.COM](http://WWW.COFFEYVILLEREC.COM) OR REGISTER IN OFFICE.
2. COST \$15.00
3. REGISTRATION DEADLINE: JUNE 12, 2020.
4. TO RECEIVE A CHANCE AT A T-SHIRT YOU MUST REGISTER BY FRIDAY, JUNE 12, 2020.
5. WALK, RUN, JOG OR WORKOUT AT YOUR OWN PACE.
6. MILEAGE MUST BE KEPT USING A FITNESS APP OF YOUR CHOICE.
7. SUBMIT YOUR LOG BY SUBMITTING A SCREENSHOT OF THE FITNESS APP.
8. COMPLETE YOUR 50 IN 50 CHALLENGE TO EARN YOUR T-SHIRT.
9. THE CHALLENGE ENDS AUGUST 4, 2020
10. SUBMIT YOUR COMPLETE LOG BY 5:00 P.M. ON JULY 21, 2020.

**SUBMIT SCREENSHOTS TO:**  
 SHELLI STANLEY  
[CRCSPORT@COFFEYVILLEREC.COM](mailto:CRCSPORT@COFFEYVILLEREC.COM)



### Program Participation Record

| FALL SOCCER | 2009      | 2010       | 2011       | 2012       | 2013       | 2014       | 2015       | 2016       | 2017       | 2018       | 2019       |
|-------------|-----------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| ITTY BITTY  | N/A       | N/A        | 26         | 26         | 30         | 42         | 23         | 26         | 24         | 19         | 17         |
| K-1ST       | 31        | 50         | 41         | 43         | 48         | 53         | 51         | 45         | 50         | 42         | 46         |
| 2ND-3RD     | 24        | 36         | 33         | 37         | 35         | 40         | 49         | 56         | 42         | 42         | 40         |
| 4TH-5TH     | 24        | 30         | 34         | 33         | 34         | 42         | 40         | 44         | 39         | 46         | 38         |
| 6TH-8TH     | 17        | 42         | 45         | 35         | 35         | 25         | 41         | 38         | 41         | 44         | 35         |
| TOTAL       | <b>96</b> | <b>158</b> | <b>179</b> | <b>174</b> | <b>182</b> | <b>202</b> | <b>204</b> | <b>209</b> | <b>196</b> | <b>193</b> | <b>176</b> |

| FOOTBALL | 2009       | 2010      | 2011      | 2012      | 2013       | 2014      | 2015      | 2016      | 2017      | 2018      | 2019*     |
|----------|------------|-----------|-----------|-----------|------------|-----------|-----------|-----------|-----------|-----------|-----------|
| 1ST-2ND  | 29         | 22        | 17        | 17        | 30         | 29        | 33        | 36        | 15        | 21        | 16        |
| 3RD-4TH  | 36         | 37        | 35        | 33        | 30         | 25        | 32        | 33        | 17        | 16        | 14        |
| 5TH-6TH  | 35         | 37        | 33        | 31        | 40         | 35        | 25        | 28        | 35        | 27        | 6         |
| TOTAL    | <b>100</b> | <b>96</b> | <b>85</b> | <b>81</b> | <b>100</b> | <b>89</b> | <b>90</b> | <b>97</b> | <b>67</b> | <b>64</b> | <b>36</b> |

\*indicates the year that all leagues transitioned to flag football

| BASKETBALL (1) | 2009       | 2010       | 2011       | 2012       | 2013       | 2014       | 2015       | 2016       | 2017       | 2018       | 2019       |
|----------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| 1ST-2ND        | N/A        | 57         | 47         | 50         | 70         | 74         | 71         | 86         | 82         | 66         | 81         |
| 3RD-4TH G      | N/A        | 20         | 21         | 31         | 32         | 29         | 39         | 39         | 32         | 35         | 36         |
| 3RD-4TH B      | N/A        | 51         | 34         | 50         | 63         | 53         | 43         | 39         | 38         | 45         | 36         |
| TOTAL          | <b>N/A</b> | <b>128</b> | <b>102</b> | <b>131</b> | <b>165</b> | <b>156</b> | <b>153</b> | <b>164</b> | <b>152</b> | <b>146</b> | <b>153</b> |

| BASKETBALL (2) | 2009       | 2010      | 2011      | 2012      | 2013      | 2014       | 2015       | 2016       | 2017       | 2018      | 2019       |
|----------------|------------|-----------|-----------|-----------|-----------|------------|------------|------------|------------|-----------|------------|
| ITTY BITTY     | N/A        | N/A       | 20        | 26        | 27        | 56         | 57         | 37         | 55         | 47        | 49         |
| 5TH-6TH G      | N/A        | 22        | 33        | 32        | 27        | 31         | 22         | 24         | 26         | 20        | 30         |
| 5TH-6TH B      | N/A        | 42        | 38        | 26        | 39        | 44         | 45         | 39         | 42         | 32        | 50         |
| TOTAL          | <b>N/A</b> | <b>64</b> | <b>91</b> | <b>84</b> | <b>93</b> | <b>131</b> | <b>124</b> | <b>100</b> | <b>123</b> | <b>99</b> | <b>129</b> |

# Program Participation Record

| SPRING SOCCER | 2009       | 2010       | 2011       | 2012       | 2013       | 2014       | 2015       | 2016       | 2017       | 2018       | 2019       | 2020**     |
|---------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| ITTY BITTY    | N/A        | N/A        | N/A        | 69         | 70         | 71         | 68         | 52         | 52         | 41         | 41         | 35         |
| K-1ST         | N/A        | 45         | 78         | 78         | 89         | 93         | 87         | 90         | 60         | 74         | 59         | 51         |
| 2ND-3RD       | N/A        | 66         | 70         | 66         | 80         | 79         | 95         | 86         | 73         | 77         | 67         | 45         |
| 4TH-5TH       | N/A        | 54         | 43         | 42         | 56         | 56         | 61         | 74         | 63         | 54         | 68         | 56         |
| 6TH-8TH       | N/A        | 29         | 44         | 58         | 45         | 44         | 28         | 44         | 49         | 52         | 56         | 42         |
| TOTAL         | <b>N/A</b> | <b>194</b> | <b>235</b> | <b>313</b> | <b>340</b> | <b>343</b> | <b>339</b> | <b>346</b> | <b>297</b> | <b>298</b> | <b>291</b> | <b>229</b> |

\*\*Indicates the year that spring soccer was cancelled due to COVID-19

| SPRING FLAG<br>FOOTBALL | 2009       | 2010       | 2011       | 2012       | 2013       | 2014       | 2015       | 2016       | 2017      | 2018      | 2019      | 2020**    |
|-------------------------|------------|------------|------------|------------|------------|------------|------------|------------|-----------|-----------|-----------|-----------|
| 1ST-2ND                 | N/A        | N/A        | N/A        | N/A        | N/A        | N/A        | N/A        | N/A        | 25        | 21        | 19        | 20        |
| 3RD-4TH                 | N/A        | N/A        | N/A        | N/A        | N/A        | N/A        | N/A        | N/A        | 21        | 22        | 12        | 22        |
| 5TH-8TH                 | N/A        | N/A        | N/A        | N/A        | N/A        | N/A        | N/A        | N/A        | 19        | 22        | 21        | 21        |
| TOTAL                   | <b>N/A</b> | <b>N/A</b> | <b>N/A</b> | <b>N/A</b> | <b>N/A</b> | <b>N/A</b> | <b>N/A</b> | <b>N/A</b> | <b>65</b> | <b>65</b> | <b>52</b> | <b>63</b> |

\*\*Indicates the year that spring flag football was cancelled due to COVID-19

| SOFTBALL | 2009       | 2010       | 2011       | 2012       | 2013      | 2014       | 2015       | 2016       | 2017       | 2018       | 2019       | 2020**    |
|----------|------------|------------|------------|------------|-----------|------------|------------|------------|------------|------------|------------|-----------|
| MIDGET   | N/A        | 31         | 39         | 40         | N/A       | 41         | 48         | 53         | 44         | 38         | 42         | 32        |
| FARM     | N/A        | 44         | 41         | 38         | 34        | 35         | 42         | 40         | 33         | 39         | 44         | 25        |
| TOP      | N/A        | 44         | 46         | 34         | 22        | 25         | 31         | 34         | 25         | 31         | 27         | 21        |
| JUNIOR   | N/A        | 29         | 35         | 34         | 31        | 29         | 24         | 19         | 34         | 21         | 20         | 15        |
| TOTAL    | <b>N/A</b> | <b>148</b> | <b>161</b> | <b>146</b> | <b>56</b> | <b>130</b> | <b>145</b> | <b>146</b> | <b>136</b> | <b>129</b> | <b>133</b> | <b>93</b> |

\*\*Indicates the year that numbers were affected by COVID-19

| BASEBALL | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020** |
|----------|------|------|------|------|------|------|------|------|------|------|------|--------|
|----------|------|------|------|------|------|------|------|------|------|------|------|--------|

|               |            |            |            |            |            |            |            |            |            |            |            |            |
|---------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| BLASTBALL     | N/A        | N/A        | 40         | 21         | N/A        | 27         | 35         | 39         | 25         | 31         | 25         | 23         |
| T-BALL        | N/A        | N/A        | 94         | 91         | N/A        | 54         | 88         | 81         | 86         | 93         | 92         | 43         |
| PEEWEE        | N/A        | 64         | 46         | 48         | N/A        | 50         | 48         | 48         | 48         | 36         | 32         | 27         |
| FARM          | N/A        | 46         | 57         | 51         | 45         | 47         | 56         | 50         | 41         | 50         | 43         | 24         |
| TOP           | N/A        | 38         | 33         | 46         | 49         | 48         | 36         | 44         | 42         | 36         | 28         | 32         |
| 15U BASEBALL  | N/A        | 38         | 48         | 39         | 23         | 15         | 26         | 30         | 25         | 37         | 32         | 20         |
| SR. BABE RUTH | N/A        | N/A        | 7          | 6          | 15         | 4          | 4          | 0          | 0          | 11         | 3          | 2          |
| TOTAL         | <b>N/A</b> | <b>186</b> | <b>325</b> | <b>302</b> | <b>132</b> | <b>245</b> | <b>293</b> | <b>292</b> | <b>267</b> | <b>294</b> | <b>255</b> | <b>171</b> |

\*\*Indicates the year that numbers were affected by COVID-19

## DIRECTORS REPORT

- The Bobby Clemons Recreation Center re-opened to the public for usage on Monday June 8<sup>th</sup> with limits on capacity. Staff have taken extra steps to disinfect our lobby/bathrooms, etc.
- Our youth baseball and softball numbers have felt the impact of COVID 19. Signup numbers are low, even some diehard baseball/softball families have chosen to sit this year out. The CRC Board did put several safeguards in place for this season. No new out-of-district participants. No games versus Caney or Indy (both entities have abided by this as well). No High School volleyball leagues. Was recommended by several local physicians that this would be the best avenue to take at this time. Coaches will disinfect equipment frequently and we are encouraging kids to have their own helmets. Our facility will be disinfecting bathrooms as part of their hourly responsibilities.



- Sherwin Williams has provided a grading drawing for the expansion of SW park. They have requested info on what will be concrete or asphalt and what will be natural turfgrass.
- The National Recreation and Park Association has canceled the National Convention that was to be held in Orlando, FL in October due to COVID 19. They are attempting to put a virtual conference together.
- Allen Gillis was appointed as a new CRC Board Member. Allen is finishing the unexpired Term of Tosha Williams. Lisa Colins was reappointed to a 4-year term on the CRC Board as well.
- We are taking signups for Soccer, Football, Cheer and Volleyball for the fall and at this point do not anticipate any restrictions due to COVID 19.
- I met with Reps from the City, Chamber and Realtors of Coffeyville; they have been approached by two young ladies who want to see a dog park in our community. The Realtors Assoc is seeking funding through several avenues and they hope to raise \$23,000 for the project. Location is the first hurdle, who will own and assume liability, Maintain grounds, logistics (licensed dogs only allowed(?)), etc.

June 12, 2020

**To: Mayor and Commissioners**

**From: Shane George, Supt. of W/WW Treatment**  
**Chuck Shively, Director of Public Works**

**Subject: Public Water Supply 2020 Capacity Development Survey**

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**Discussion:**

Attached is a copy of the 2020 Kansas Public Water Supply Capacity Development Survey, which will be submitted to the Kansas Department of Health and Environment (KDHE). This survey is completed once every three years.

KDHE has requested that the survey be made available for review by the governing body before it is submitted, as a means of self evaluation. There is no action required by the City Commission, KDHE just believes that it will be beneficial as a means of informing and updating the governing body about the status of their water system.

If you have any questions about the survey after reviewing it, feel free to contact either of us with the information provided below:

Shane George  
620-252-6132  
[sgeorge@coffeyville.com](mailto:sgeorge@coffeyville.com)

Chuck Shively  
620-252-6007  
[cshively@coffeyville.com](mailto:cshively@coffeyville.com)

Respectfully Submitted,

Shane George  
Supt. of W/WW Treatment

Chuck Shively  
Director of Public Works

## Technical

### Sources

1.- What is your system's raw water source and/or who do you purchase water from (check and fill in all that apply)?

☒ Surface

☐ Ground

☐ Purchased

☐ Don't Know

Lake Name(s):

Number of Wells Used:

From:

Stream/River Name(s):

Verdigris River

2.- Does your system have an emergency or supplemental water supply? If yes, indicate type.

☒ Yes

☐ No

☐ Don't Know

☐ Back-up Wells

☐ Connection to another PWS

Name of PWS

☒ Back-up Surface Source

Name

Elk City Reservoir

☐ Other

Specify

3.- If water is purchased from or treated by another system, is there a drought or other "cut-off" clause limiting the amount of water in your system's purchase contract?

☐ Yes

☐ No

☐ Don't Know

☒ No purchased water

4.- If water is not purchased, does your water system have sufficient water rights issued from the Kansas Department of Agriculture, Division of Water Resources to sustain your system during a drought?

☒ Yes

☐ No

☐ Don't Know

☐ No water rights, purchase water only

5.- How many times during the year 2017, did your system impose water use restrictions? Were restrictions mandatory or voluntary, and were they drought related?

☒ No Restrictions Imposed

☐ Once

☐ Twice

☐ Three or more times

☐ Mandatory, Drought Related

☐ Mandatory, Drought Related

☐ Mandatory, Drought Related

☐ Mandatory, Not Drought Related

☐ Mandatory, Not Drought Related

☐ Mandatory, Not Drought Related

☐ Voluntary, Drought Related

☐ Voluntary, Drought Related

☐ Voluntary, Drought Related

☐ Voluntary, Not Drought Related

☐ Voluntary, Not Drought Related

☐ Voluntary, Not Drought Related

☐ Don't Know

6.- If restrictions were imposed during 2017, what was the total time duration?

☒ No Restrictions Imposed

☐ Less than one month

☐ One to three months

☐ Three to six months

☐ Six or more months

7.- How many times during the year 2018, did your system impose water use restrictions? Were restrictions mandatory or voluntary, and were they drought related?

☒ No Restrictions Imposed

☐ Once

☐ Twice

☐ Three or more times

☐ Mandatory, Drought Related

☐ Mandatory, Drought Related

☐ Mandatory, Drought Related

☐ Mandatory, Not Drought Related

☐ Mandatory, Not Drought Related

☐ Mandatory, Not Drought Related

☐ Voluntary, Drought Related

☐ Voluntary, Drought Related

☐ Voluntary, Drought Related

☐ Voluntary, Not Drought Related

☐ Voluntary, Not Drought Related

☐ Voluntary, Not Drought Related

☐ Don't Know

8.- If restrictions were imposed during 2018, what was the total time duration?

☒ No Restrictions Imposed

☐ Less than one month

☐ One to three months

☐ Three to six months

☐ Six or more months

9.- How many times during the year 2019, did your system impose water use restrictions? Were restrictions mandatory or voluntary, and were they drought related?

☒ No Restrictions Imposed

☐ Once

☐ Twice

☐ Three or more times

☐ Mandatory, Drought Related

☐ Mandatory, Drought Related

☐ Mandatory, Drought Related

☐ Mandatory, Not Drought Related

☐ Mandatory, Not Drought Related

☐ Mandatory, Not Drought Related

☐ Voluntary, Drought Related

☐ Voluntary, Drought Related

☐ Voluntary, Drought Related

☐ Voluntary, Not Drought Related

☐ Voluntary, Not Drought Related

☐ Voluntary, Not Drought Related

☐ Don't Know

10.- If restrictions were imposed during 2019, what was the total time duration?

☒ No Restrictions Imposed

☐ Less than one month

☐ One to three months

☐ Three to six months

☐ Six or more months

11.- If restrictions were imposed during 2017, 2018, or 2019, was the restriction due to: (check all that apply)

☐ Treatment Capacity

☐ Distribution or Storage Capacity

☐ Raw Water Supply Source

☐ Water Right Limitations

☐ Water Quality

☐ Water Purchase Contract

☐ Minimum Desirable Streamflow

☐ Other

☒ No Restrictions Imposed

Specify:

12.- If restrictions were imposed during 2017, 2018, or 2019, have the cause(s) for restriction been corrected?

☐ Yes

☐ No

☐ Don't Know

Explain:

Explain:

☒ No Restrictions Imposed

13.- Does your system have an approved Source Water Protection Plan or Wellhead Protection Plan?

☐ Yes ☐ No ☒ Don't Know ☐ Purchase Treated Water

14.- Has your Protection Plan been reviewed and updated within the last 3 years?

☐ Yes ☒ No ☐ Don't Know ☐ Not applicable, no plan

15.- Has your Source Water Assessment been updated to include any new or reactivated sources (surface or wells) that were not in use prior to 2003?

☐ Yes ☐ No ☐ Don't Know ☐ Purchase Treated Water ☒ Not applicable, No new/reactivated sources

16.- Is your system's source capacity higher than your peak daily demand by a margin of 50%?

☒ Yes ☐ No ☐ Don't Know ☐ Purchase Treated Water

17.- How many times in the previous three years (2017, 2018, 2019) has your system experienced taste and odor problems?

☒ No taste or odor problems during 2017, 2018 or 2019

☐ 2017

☐ 2018

☐ 2019

☐ None

☐ None

☐ None

☐ Once

☐ Once

☐ Once

☐ Twice

☐ Twice

☐ Twice

☐ Three or more times

☐ Three or more times

☐ Three or more times

18.- What is the average length of time your system's taste and odor problems persist?

☒ No Taste or Odor Problems ☐ Less than a week ☐ One to two weeks ☐ Two to four weeks ☐ More than four weeks

19.- What type of taste and odor problems does your system typically experience? Check all that apply and indicate the severity of the problem.

☒ No taste or odor problems

☐ Musty or Earthy

☐ Fishy

☐ Grassy

☐ Rotten Egg

☐ Most Severe

☐ Most Severe

☐ Most Severe

☐ Most Severe

☐ Moderately Severe

☐ Moderately Severe

☐ Moderately Severe

☐ Moderately Severe

☐ Least Severe

☐ Least Severe

☐ Least Severe

☐ Least Severe

☐ Chlorine

☐ Metallic/Iron

☐ Other

☐ Most Severe

☐ Most Severe

Specify:

☐ Moderately Severe

☐ Moderately Severe

☐ Most Severe

☐ Least Severe

☐ Least Severe

☐ Moderately Severe

☐ Moderately Severe

☐ Least Severe

## Treatment Plants

20.- Did your system have any primary drinking water standard violations in 2019?

☐ Yes

☒ No

☐ Don't Know

List the violations:

21.- Did your system have any monitoring, reporting, or other violations in 2019?

☐ Yes

☒ No

☐ Don't Know

List the violations:

22.- What is your system's daily average water production expressed as a percentage of peak production capacity?

☐ Less than 50% ☒ 50% - 75% ☐ Greater than 75% ☐ Purchase Treated Water ☐ Don't Know

23.- What is your system's average daily production in Gallons per Day (GPD)?

☒ Enter Daily Production ☐ Don't Know ☐ Purchase Treated Water

Gallons per Day:

3760000

24.- Does your system have emergency/standby electrical service (production and/or distribution)?

☒ Yes ☐ No ☐ Don't Know

25.- Can your system maintain full pumping and production operations during a 100 year flood event?

☒ Yes ☐ No ☐ Don't Know ☐ Purchase Treated Water

26.- If your system has a surface water treatment plant constructed more than 20 years ago, have treatment processes been upgraded to meet current standards?

☒ Yes ☐ No ☐ Don't Know ☐ Not Applicable (ground water treatment, purchase treated water)

## Distribution

27.- Does your system's operation pressure for any customer service connection fall below 20 psi?

☐ Yes ☐ No ☐ Don't Know

☐ Yes ☒ NO ☐ Don't Know

28.- Does your system have at least 24 hours of finished water supply storage at average daily use?

☒ Yes ☐ No ☐ Don't Know

29.- Have your system's water storage facilities been inspected during the past 24 months?

☐ Yes ☒ No ☐ Don't Know ☐ PWS does not have storage

30.- What is your system's unaccounted for water loss as a percentage of total production or purchase?

☒ Less than 15% ☐ Between 15% and 29% ☐ More than 29% ☐ Don't Know

31.- Does your system have an active cross-connection control program?

☒ Yes ☐ No ☐ Don't Know

32.- Does your system have accurate maps of your distribution system?

☒ Yes ☐ No ☐ Don't Know

33.- Does your system's distribution system overlap or intertwine with another public water supply distribution system with which it is not interconnected?

☐ Yes ☒ No ☐ Don't Know

## Managerial

34.- What is your system's governance structure?

☒ Elected board/council ☐ Appointed ☐ Sole ownership ☐ Other

☐ Don't Know

Describe:

35.- Does your system utilize any industry related service organizations, if yes check all that apply?

☒ Yes ☐ No ☐ Don't Know

☒ League of Kansas Municipalities

☒ Kansas Municipal Utilities

☒ Kansas Rural Water Association

☒ Kansas Section - AWWA

☐ Midwest Assistance Program

☐ Wichita State Environmental Finance Center

36.- Do your system's operators have appropriate levels of certification according to the Kansas Department of Health and Environment classifications?

☒ Yes ☐ No ☐ Don't Know

Provide Name of Operator-In-Responsible Charge:

Shane George

37.- If your system does not have a certified operator, has an operator-in-training (OIT) been issued by KDHE?

☐ Yes ☐ No ☐ Don't Know ☒ Not Applicable, operators have appropriate levels of certification

Name of OIT:

38.- Does your system have a back-up operator with the appropriate level of certification?

☒ Yes ☐ No ☐ Don't Know

Back-up Operator Name:

Dennis Coda, Jason Donaldson, Eric Eagle, Michel Gatess

39.- Does your system have written personnel policies and job descriptions signed by the employees?

☒ Yes ☐ No ☐ Don't Know ☐ No Employees, Contract Labor ☐ No Employees, Volunteer Labor

40.- Does your system provide benefits to employees (retirement, insurance, etc.)?

☒ Yes ☐ No ☐ Don't Know ☐ No Employees, Contract Labor ☐ No Employees, Volunteer Labor

41.- Does your system have and enforce formal policies for: payments/collections, main extensions/connections, etc.?

☒ Yes ☐ No ☐ Don't Know ☐ Don't Have Formal Policies

42.- Does the governing body review a monthly summary of revenues and expenses of the utility system?

☐ Yes ☒ No ☐ Don't Know

43.- Does your system have a formal plan for operations and maintenance (line flushing, pumps, meters, storage tanks, etc.)?

☒ Yes ☐ No ☐ Don't Know

44.- Does your system have an emergency water supply plan approved by the Kansas Department of Health and Environment?

☒ Yes ☐ No ☐ Don't Know

45.- Have you reviewed and updated your emergency water supply plan within the past 12 months?

☒ Yes ☐ No ☐ Don't Know ☐ Don't Have A Plan

46.- Does your emergency water supply plan coordinate with your county emergency plan?

☒ Yes ☐ No ☐ Don't Know ☐ Don't Have Approved Plan

47.- Does your system have a Water Conservation Plan approved by the Kansas Department of Agriculture, Division of Water Resources or the Kansas Water Office?

☒ Yes ☐ No ☐ Don't Know

48.- Has your system been cited for any deficiencies on the most recent sanitary survey which have not been corrected?

48.- Has your system been cited for any violations on the most recent sanitary survey, which have not been corrected?

- ☐ Yes ☒ No ☐ Don't Know

49.- Does your system have a public information program?

- ☒ Yes ☐ No ☐ Don't Know

50.- Does your system have a computerized record-keeping system?

- ☒ Yes ☐ No ☐ Don't Know

51.- Does the governing body approve expenses prior to payment being issued?

- ☒ Yes ☐ No ☐ Large purchases only ☐ Don't Know

Approval by governing body greater than what dollar amount?

52.- Are at least two signatures required to purchase goods and services over \$100?

- ☒ Yes ☐ No ☐ Don't Know

## Financial

53.- Does your water system income exceed operating expenses (including debt services)?

- ☒ Yes ☐ No ☐ Don't Know

54.- Does your system fund a depreciation/capital improvement account?

- ☒ Yes ☐ No ☐ Don't Know

55.- Does your system have a capital budget or capital improvement plan that projects future capital needs for at least five years?

- ☒ Yes ☐ No ☐ Don't Know

56.- Does your system have financial reserves for emergencies?

- ☒ Yes ☐ No ☐ Don't Know

57.- Does your water utility support other enterprise funds or the general fund (cities)?

- ☒ Yes ☐ No ☐ Don't Know ☐ Not Applicable (RWD)

58.- Does your system require revenues from other enterprise funds or the general fund for normal operations?

- ☐ Yes ☒ No ☐ Don't Know

59.- Does your system develop and follow an annual budget that is approved by the governing body?

- ☒ Yes ☐ No ☐ Don't Know

60.- Does your system have an audited financial statement prepared by a certified public accountant?

- ☒ Yes ☐ No ☐ Don't Know

61.- Has the auditor submitted a copy of their most recent peer review?

- ☒ Yes ☐ No ☐ Don't Know

62.- Are your audited financial statements prepared according to generally accepted accounting principals (GAAP)?

- ☐ Yes ☐ No ☐ Don't Know ☒ GAAP requirement waived by KS Dept. of Administration

63.- Have your system's water rates been reviewed within the last three years?

- ☒ Yes ☐ No ☐ Don't Know

64.- Does your system's current rate structure produce income to cover current expenses, replacement costs, reserves, and/or contractual obligations?

- ☒ Yes ☐ No ☐ Don't Know

☒ All Expenses Covered

☐ Some Expenses Covered (check all that apply)

☐ Current Expenses

☐ Replacement Costs

☐ Reserves

☐ Contractual Obligations

65.- Answer the following questions about your retail residential water rates; first select the rate type your system uses. After selecting rate type, enter monthly minimum fee and quantity information. Select gallons or cubic feet and click the green button labeled with your rate type and enter your rate data in the boxes. Do not use \$ or commas.

- ☐ Flat Rate (Not Metered) ☐ Uniform Block Rate (Cost per unit does not change)

What is the monthly flat fee?

Minimum Monthly Fee

Quantity of Water Included with Monthly Minimum Fee

☐ Gallons

☐ Cubic Feet

☐ Increasing Block Rate (cost per unit increases with higher volume use)

Minimum Monthly Fee

Quantity of Water Included with Monthly Minimum Fee

☐ Gallons

☐ Cubic Feet

☒ Decreasing Block Rate (cost per unit decreases with higher volume use)

Minimum Monthly Fee

10.35

Quantity of Water Included with Monthly Minimum Fee

1000

☒ Gallons

☐ Cubic Feet

☐ Seasonal Rate (tiered rate structure based on average winter consumption)

☐ Wholesale Water Provider Only, No Retail Residential Sales

Minimum Monthly Fee

Quantity of Water Included with Monthly Minimum Fee

- ☐ Gallons
- ☐ Cubic Feet

- ☐ Do Not Charge for Residential Water Use
- ☐ State or Federal Facility
- ☐ Mobile Home Park
- ☐ School
- ☐ Other

Specify:

| Low Value | High Value | Rate |
|-----------|------------|------|
|           |            |      |
|           |            |      |
|           |            |      |

66.- Do you sell wholesale water to other public water supply systems?

- ☒ Yes ☐ Do not sell wholesale water

Monthly Minimum Fee  
15.34

Charge per 1,000 gallons In Addition To Monthly Minimum  
6.46

67.- Do you operate a waste water system?

- ☒ Yes - please provide monthly residential charge information ☐ Don't operate a waste water system ☐ Do Not Charge for Waste Water Treatment

Monthly Minimum Charge  
17.75

Total Residential Charge for 5,000 gallons  
30.32

- ☐ State or Federal Facility
- ☐ Mobile Home Park
- ☐ School
- ☐ Other

Specify:

68.- Please provide the number of service connections for each category.

| <input checked="" type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Industrial | <input checked="" type="checkbox"/> Wholesale | <input checked="" type="checkbox"/> Stock Water/Pasture | <input checked="" type="checkbox"/> Power Production |
|-------------------------------------------------|------------------------------------------------|------------------------------------------------|-----------------------------------------------|---------------------------------------------------------|------------------------------------------------------|
| 2019<br>3464                                    | 2019<br>557                                    | 2019<br>44                                     | 2019<br>11                                    | 2019<br>0                                               | 2019<br>6                                            |

69.- Did your system's governing body review this survey before submission to the Kansas Department of Health and Environment?

- ☒ Yes ☐ No ☐ Don't Know

## Planning

70.- Is your system considering an additional or different water supply source (raw or treated)?

- ☐ Yes, considering the following sources: ☒ No, not considering another source

Sources Considered:

71.- If your system is considering additional sources, within what time frame do you anticipate activation?

- ☒ Not considering another source at this time ☐ Five years or less ☐ Six to ten years ☐ Eleven to twenty years ☐ Don't Know

**CITY OF COFFEYVILLE**Property Tax Receipts  
FY 2017-2020

| FY 2017    |                        |                |                |                    |                    |                         |                |                |                |                |                |                |
|------------|------------------------|----------------|----------------|--------------------|--------------------|-------------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Code       | Description            | 2017<br>Budget | % of<br>Budget | 2017<br>Projection | % of<br>Projection | Total Recv'd<br>To Date | Jan-17         | Mar-17         | Jun-17         | Sep-17         | Oct-17         | Dec-17         |
| 4002       | Property Tax           | \$2,555,457.00 | 85.23%         | \$2,193,061.29     | 99.32%             | \$2,344,270.46          | 1,310,910.35   | \$73,458.32    | \$899,137.16   | \$60,764.63    | \$0.00         | \$0.00         |
| 4002       | Revitalization Rebate  |                |                |                    |                    | (40,744.41)             | -              | (28,800.77)    | (666.47)       | (11,277.17)    | -              | -              |
| 4002       | Property Tax-LINDE     |                |                |                    |                    | (\$125,437.77)          | (125,437.77)   | -              | -              | -              | -              | -              |
| 4003       | PP/MV Tax              | 244,369.00     | 96.39%         | 244,369.00         | 96.39%             | 235,553.33              | 42,684.39      | 18,133.98      | 60,096.90      | 88,606.52      | 26,031.54      | -              |
| 4004       | Back Taxes             | 70,000.00      | 140.02%        | 70,000.00          | 140.02%            | 98,015.51               | 21,170.79      | 15,715.50      | 22,115.13      | 22,514.15      | 16,499.94      | -              |
| 4005       | Commercial Vehicle Tax | 9,622.00       | 121.22%        | 9,622.00           | 121.22%            | 11,663.88               | 125.88         | 4,648.06       | 5,604.74       | 1,253.91       | 31.29          | -              |
| 4006       | Watercraft Tax         | 610.00         | 125.82%        | 610.00             | 125.82%            | 767.52                  | 338.30         | 146.93         | 244.80         | 17.70          | 19.79          | -              |
| 4007       | RV Tax                 | 1,798.00       | 117.80%        | 1,798.00           | 117.80%            | 2,117.99                | 353.70         | 100.65         | 429.48         | 827.80         | 406.36         | -              |
| 4008       | 16/20 Ton Trucks       | 995.00         | 68.77%         | 995.00             | 68.77%             | 684.26                  | 620.17         | 22.67          | 12.05          | 29.37          | -              | -              |
| 4015       | Highway-County         | 40,830.00      | 112.60%        | 42,090.00          | 109.23%            | 45,975.73               | -              | 10,442.80      | 14,669.05      | 10,226.01      | 10,637.87      | -              |
| 4026       | Revenue in Lieu        | -              | #DIV/0!        | -                  | #DIV/0!            | -                       | -              | -              | -              | -              | -              | -              |
| 4009       | Rent Excise Tax        | 209.00         | 29.45%         | 209.00             | 29.45%             | 61.56                   | 21.09          | -              | -              | 40.47          | -              | -              |
| 4010       | Nuisance               | 30,000.00      | 245.45%        | 30,000.00          | 245.45%            | 73,635.34               | 29,128.63      | 7,974.19       | 21,443.71      | 12,331.32      | 2,757.49       | -              |
|            |                        | \$2,953,890.00 | 89.60%         | \$2,592,754.29     | 102.08%            | \$2,646,563.40          | \$1,279,915.53 | \$1,011,842.33 | \$1,023,086.55 | \$185,334.71   | \$56,384.28    | \$0.00         |
| Cumulative |                        |                |                |                    |                    |                         | \$1,279,915.53 | \$1,381,757.86 | \$2,404,844.41 | \$2,590,179.12 | \$2,646,563.40 | \$2,646,563.40 |

| FY 2018    |                        |                |                |                    |                    |                         |                |                |                |                |                |                |
|------------|------------------------|----------------|----------------|--------------------|--------------------|-------------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Code       | Description            | 2018<br>Budget | % of<br>Budget | 2018<br>Projection | % of<br>Projection | Total Recv'd<br>To Date | Jan-18         | Mar-18         | Jun-18         | Sep-18         | Oct-18         | Dec-18         |
| 4002       | Property Tax           | \$2,626,481.00 | 78.70%         | \$2,035,200.97     | 101.57%            | \$2,202,471.18          | 1,230,194.49   | \$72,114.00    | \$797,262.81   | \$102,899.88   | \$0.00         | \$0.00         |
| 4002       | Revitalization Rebate  |                |                |                    |                    | (31,526.75)             | -              | (15,295.62)    | -              | (16,231.13)    | -              | -              |
| 4002       | Property Tax-LINDE     |                |                |                    |                    | (\$103,806.83)          | (103,806.83)   | -              | -              | -              | -              | -              |
| 4003       | PP/MV Tax              | 233,856.00     | 108.57%        | 233,856.00         | 108.57%            | 253,890.05              | 45,481.80      | 17,951.93      | 63,009.39      | 99,789.95      | 27,656.98      | -              |
| 4004       | Back Taxes             | 70,000.00      | 258.39%        | 140,000.00         | 129.20%            | 180,874.93              | 43,311.07      | 32,163.66      | 64,630.77      | 33,103.49      | 7,665.94       | -              |
| 4005       | Commercial Vehicle Tax | 12,518.00      | 81.27%         | 12,518.00          | 81.27%             | 10,173.11               | 88.76          | 9.10           | 7,305.40       | 2,739.49       | 30.36          | -              |
| 4006       | Watercraft Tax         | 678.00         | 129.62%        | 753.00             | 116.71%            | 878.80                  | 280.23         | 229.63         | 244.45         | 70.37          | 54.12          | -              |
| 4007       | RV Tax                 | 1,717.00       | 109.92%        | 1,717.00           | 109.92%            | 1,887.34                | 365.91         | 215.89         | 338.75         | 792.07         | 174.72         | -              |
| 4008       | 16/20 Ton Trucks       | 862.00         | 86.90%         | 862.00             | 86.90%             | 749.07                  | 476.78         | 10.09          | 158.63         | 103.57         | -              | -              |
| 4015       | Highway-County         | 41,900.00      | 112.56%        | 42,800.00          | 110.19%            | 47,161.53               | -              | 10,431.74      | 14,944.08      | 10,755.50      | 11,030.21      | -              |
| 4026       | Revenue in Lieu        | -              | #DIV/0!        | -                  | #DIV/0!            | -                       | -              | -              | -              | -              | -              | -              |
| 4009       | Rent Excise Tax        | 65.00          | 129.57%        | 65.00              | 129.57%            | 84.22                   | 39.71          | -              | -              | 44.51          | -              | -              |
| 4010       | Nuisance               | 30,000.00      | 142.53%        | 35,000.00          | 122.17%            | 42,759.74               | 11,817.97      | 8,960.95       | 14,611.39      | 7,187.72       | 181.71         | -              |
|            |                        | \$3,018,077.00 | 86.33%         | \$2,502,771.97     | 104.11%            | \$2,605,596.39          | \$1,228,249.89 | \$1,267,791.37 | \$962,505.67   | \$241,255.42   | \$46,794.04    | \$0.00         |
| Cumulative |                        |                |                |                    |                    |                         | \$1,228,249.89 | \$1,355,041.26 | \$2,317,546.93 | \$2,558,802.35 | \$2,605,596.39 | \$2,605,596.39 |

| FY 2019    |                        |                |                |                    |                    |                         |                |                |                |                |                |                |
|------------|------------------------|----------------|----------------|--------------------|--------------------|-------------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Code       | Description            | 2019<br>Budget | % of<br>Budget | 2019<br>Projection | % of<br>Projection | Total Recv'd<br>To Date | Jan-19         | Mar-19         | Jun-19         | Sep-19         | Oct-19         | Dec-19         |
| 4002       | Property Tax           | \$2,703,603.00 | 87.00%         | \$2,370,718.32     | 99.22%             | \$2,375,360.74          | 1,109,959.98   | \$246,648.92   | \$939,301.62   | \$79,450.22    | \$0.00         | \$0.00         |
| 4002       | Revitalization Rebate  |                |                |                    |                    | (23,118.12)             | -              | (10,288.28)    | -              | (12,829.84)    | -              | -              |
| 4002       | Property Tax-LINDE     |                |                |                    |                    | \$0.00                  | -              | -              | -              | -              | -              | -              |
| 4003       | PP/MV Tax              | 257,182.00     | 97.27%         | 257,182.00         | 97.27%             | 250,163.16              | 50,260.22      | 18,252.03      | 60,057.47      | 95,646.64      | 25,946.80      | -              |
| 4004       | Back Taxes             | 75,000.00      | 131.26%        | 75,000.00          | 131.26%            | 98,445.75               | 23,744.71      | 13,383.28      | 22,206.70      | 24,914.28      | 14,196.78      | -              |
| 4005       | Commercial Vehicle Tax | 11,003.00      | 107.64%        | 11,003.00          | 107.64%            | 11,843.55               | (9.72)         | 4,627.26       | 6,516.30       | 680.10         | 29.61          | -              |
| 4006       | Watercraft Tax         | 715.00         | 106.26%        | 715.00             | 106.26%            | 759.73                  | 355.08         | 160.65         | 196.04         | 44.76          | 3.20           | -              |
| 4007       | RV Tax                 | 2,298.00       | 83.90%         | 2,298.00           | 83.90%             | 1,928.11                | 429.92         | 146.88         | 448.47         | 678.66         | 224.18         | -              |
| 4008       | 16/20 Ton Trucks       | 773.00         | 123.80%        | 773.00             | 123.80%            | 956.96                  | 588.67         | 225.30         | 142.99         | -              | -              | -              |
| 4015       | Highway-County         | 42,950.00      | 107.22%        | 42,540.00          | 108.26%            | 46,052.17               | -              | 10,544.54      | 14,364.77      | 10,339.37      | 10,803.49      | -              |
| 4026       | Revenue in Lieu        | -              | #DIV/0!        | -                  | #DIV/0!            | -                       | -              | -              | -              | -              | -              | -              |
| 4009       | Rent Excise Tax        | 76.00          | 88.80%         | 76.00              | 88.80%             | 67.49                   | 26.20          | -              | -              | 41.29          | -              | -              |
| 4010       | Nuisance               | 30,000.00      | 143.98%        | 30,000.00          | 143.98%            | 43,193.91               | 8,889.53       | 6,096.64       | 9,178.00       | 12,082.22      | 6,947.52       | -              |
|            |                        | \$3,123,600.00 | 89.82%         | \$2,790,305.32     | 100.55%            | \$2,805,653.45          | \$1,194,244.59 | \$289,797.22   | \$1,052,412.36 | \$211,047.70   | \$58,151.58    | \$0.00         |
| Cumulative |                        |                |                |                    |                    |                         | \$1,194,244.59 | \$1,484,041.81 | \$2,536,454.17 | \$2,747,501.87 | \$2,805,653.45 | \$2,805,653.45 |

| FY 2020 |                        |                |                |                    |                    |                         |                |                |                |                |                |                |
|---------|------------------------|----------------|----------------|--------------------|--------------------|-------------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Code    | Description            | 2020<br>Budget | % of<br>Budget | 2020<br>Projection | % of<br>Projection | Total Recv'd<br>To Date | Jan-20         | Mar-20         | Jun-20         | Sep-20         | Oct-20         | Dec-20         |
| 4002    | Property Tax           | \$2,703,603.00 | 79.60%         | \$2,370,718.32     | 90.77%             | \$2,161,433.50          | 1,132,400.56   | \$141,941.11   | \$887,091.83   | \$0.00         | \$0.00         | \$0.00         |
| 4002    | Revitalization Rebate  |                |                |                    |                    | (9,423.70)              | -              | (9,423.70)     | -              | -              | -              | -              |
| 4002    | Property Tax-LINDE     |                |                |                    |                    | \$0.00                  | -              | -              | -              | -              | -              | -              |
| 4003    | PP/MV Tax              | 257,182.00     | 47.31%         | 257,182.00         | 47.31%             | 121,671.91              | 46,674.36      | 21,809.57      | 53,187.98      | -              | -              | -              |
| 4004    | Back Taxes             | 75,000.00      | 167.65%        | 75,000.00          | 167.65%            | 125,740.58              | 57,120.72      | 43,092.19      | 25,527.67      | -              | -              | -              |
| 4005    | Commercial Vehicle Tax | 11,003.00      | 98.05%         | 11,003.00          | 98.05%             | 10,788.87               | 41.42          | 5,255.90       | 5,491.55       | -              | -              | -              |
| 4006    | Watercraft Tax         | 715.00         | 110.38%        | 715.00             | 110.38%            | 789.21                  | 396.11         | 157.88         | 235.22         | -              | -              | -              |
| 4007    | RV Tax                 | 2,298.00       | 41.97%         | 2,298.00           | 41.97%             | 964.49                  | 432.50         | 165.04         | 366.95         | -              | -              | -              |
| 4008    | 16/20 Ton Trucks       | 773.00         | 132.95%        | 773.00             | 132.95%            | 1,027.69                | 652.39         | 235.62         | 139.68         | -              | -              | -              |
| 4015    | Highway-County         | 42,950.00      | 59.75%         | 42,540.00          | 60.32%             | 25,660.62               | -              | 10,565.18      | 15,095.44      | -              | -              | -              |
| 4030    | LAVTR                  | -              |                | -                  |                    | -                       | -              | -              | -              | -              | -              | -              |
| 4026    | Revenue in Lieu        | -              | #DIV/0!        | -                  | #DIV/0!            | -                       | -              | -              | -              | -              | -              | -              |
| 4009    | Rent Excise Tax        | 76.00          | 17.04%         | 76.00              | 17.04%             | 12.95                   | 12.95          | -              | -              | -              | -              | -              |
| 4010    | Nuisance               | 30,000.00      | 123.48%        | 30,000.00          | 123.48%            | 37,044.81               | 19,191.72      | 8,067.01       | 9,786.08       | -              | -              | -              |
|         |                        | \$3,123,600.00 | 79.26%         | \$2,790,305.32     | 88.73%             | \$2,475,710.93          | \$1,256,922.73 | \$221,865.80   | \$996,922.40   | \$0.00         | \$0.00         | \$0.00         |
|         | Cumulative             |                |                |                    |                    |                         | \$1,256,922.73 | \$1,478,788.53 | \$2,475,710.93 | \$2,475,710.93 | \$2,475,710.93 | \$2,475,710.93 |