COMMISSION MEETING AGENDA
TUESDAY, AUGUST 25th, 2020 6:30 P.M.

A. CALL TO ORDER – Mayor Paul Bauer

B. ROLL CALL

C. INVOCATION – Doug Mund

D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

E. REVIEW OF AGENDA

F. CONSENT AGENDA

1. City Commission Meeting Minutes – Tuesday, August 11th, 2020
2. Second Reading of Ordinance S-20-04 an Ordinance Rezoning 901 South Lewark Street in the City of Coffeyville, Ks and amending the official zoning map in accordance.
3. 2020 Appropriation Ordinance No. AO-20-16 – $3,558,146.76
4. 2020 Appropriation Ordinance No. AO-20-16A – $203.33

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.

<u>REGULAR AGENDA ITEMS</u>

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

I. OLD BUSINESS

J. NEW BUSINESS

1. Ordinance S-20-05 First Reading of an Ordinance authorizing the execution of a loan agreement between the City and the state of Kansas, through KDHE for the purpose of obtaining a loan from the Kansas Water Pollution Control Revolving Fund for the purpose of financing a public wastewater treatment project; establishing a dedicated source of revenue for repayment; authorizing and approving certain documents and other actions in connection with the loan agreement.
2. Acceptance and execution of the bid form selling the Bonds to the best bidder on the basis of the bid and the terms specified in the Notice of Bond Sale for the purchase of General Obligation Refunding Bonds, Series 2020-A.
3. Ordinance S-20-06 an Ordinance authorizing and providing for the issuance of General Obligation Refunding Bonds, Series 2020-A, of the City of Coffeyville, Kansas, for the purpose of providing funds to refund a portion of the City's outstanding General Obligation Bonds; providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on said bonds as they become due; authorizing certain other documents and actions in connection therewith; and making certain covenants with respect thereto.

4. Resolution R-20-59 a Resolution prescribing the form and details of and authorizing and directing the sale and delivery of General Obligation Bonds, Series 2020-A, of the City of Coffeyville, Ks, previously authorized by Ordinance S-20-06 of the Issuer: making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith.
5. Acceptance and execution of the bid form selling the Bonds to the best bidder on the basis of the bid and the terms specified in the Notice of Bond Sale for the purchase of Taxable General Obligation Electric Utility System Refunding Bonds, Series 2020-B.
6. Ordinance S-20-07 an Ordinance authorizing and providing for the issuance of Taxable General Obligation Electric Utility System Refunding Bonds, Series 2020-B, of the City of Coffeyville, Kansas, for the purpose of providing funds to refund a portion of the City's outstanding Electric Utility System Revenue Bonds; making certain covenants and agreements to provide for the payment and security thereof; providing, if necessary for the levy and collection of an annual tax for the purpose of paying the principal of and interest on said bonds as they become due; authorizing certain other documents and actions in connection therewith.
7. Resolution R-20-60 a Resolution prescribing the form and details of and authorizing and directing the sale and delivery of Taxable General Obligation Electric Utility System Refunding Bonds, Series 2020-B, of the City of Coffeyville, Ks, previously authorized by Ordinance S-20-07 of the Issuer: making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith.
8. City Manager's Report
9. Comments from Commissioners and Staff

K. EXECUTIVE SESSION(s)

L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Coffeyville Recreation Update – August 2020
2. Library Board of Trustees Meeting Minutes – July 2020

M. ADJOURN

COMMISSION MEETING MINUTES
TUESDAY, AUGUST 11th, 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 JUSTIN DOANE

Absent:
COMMISSIONER TRACY MAXSON

City Staff in attendance:
CITY MANAGER MARK HALL
CITY CLERK MELISSA CARTER
CITY ATTORNEY PAUL KRITZ
DIRECTOR OF FINANCE STEPHANIE RICHARDSON
ELECTRIC UTILITY DIRECTOR MIKE SHOOK
BUILDING INSPECTOR MATT CONGER
IT DIRECTOR CHRIS FELIX
SUPERINTENDANT OF ENGINEERING THOMAS OSBORN

A. CALL TO ORDER – Mayor Paul Bauer

B. ROLL CALL – Commissioner Tracy Maxson absent, all others present

C. INVOCATION – Paul Kritz

D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

E. REVIEW OF AGENDA

F. CONSENT AGENDA

1. City Commission Meeting Minutes – Tuesday, July 28th, 2020
2. Second Reading of Ordinance G-20-01 Ordinance for Cost of Service Update - Electric Rate Adjustments.
3. 2020 Appropriation Ordinance No. AO-20-15 – $1,145,389.30

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

ACTION: MOTION: BAUER SECOND: VANNOSTER
ROLL CALL: ALL PRESENT 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.

REGULAR AGENDA ITEMS

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

1. Public Hearing for the FY 2021 budget
   Director of Finance Stephanie Richardson stated the Public Hearing this evening is one of the requirements in the budget process to allow for public comments before moving on to approve the Fiscal Year 2021 budget. Included in the Notice of Public Hearing was the following information. There was a decrease in our assessed valuation of $1,850,601.00. In order to leave our mill levy the same as this current year, it amounted to a decrease right off the top of $98,107.00. We have also seen decreases in franchise taxes and utility revenues. The City has worked through those and figured out a way to come up with a budget to hold the mill levy the same. The City's general fund is proposed to go from 45.911 mills down to 45.868 mills. The Library fund will go from 7.111 mills to 7.145 mills. The Commissioners commented on what a great job Mrs. Richardson and the City had done putting the budget together and coming up with creative solutions to make up for the amount of money that has decreased over the last few years. The Commissioners appreciated that we were able to hold the mill levy and the City is doing more with less. Mrs. Richardson noted that this is what we submit to the County now and the final evaluation will be done in November so it might change slightly. Mayor Bauer then opened to Public Hearing There were no public comments. Mayor Bauer then closed the Public Hearing.
2. Resolution R-20-52 a Resolution to approve and to authorize the certification of the FY 2021 City of Coffeyville municipal budget with total expenditures of $86,953,955 and authorizing $2,511,966 to be the amount of ad valorem tax to be levied with an estimated mill levy of 53.022 mills.
   Director of Finance Stephanie Richardson stated this was the Resolution that would officially approve the FY 2021 Budget and then it will be submitted to the County.

   MOTION: Move to approve Resolution R-20-52 as presented.

   ACTION: MOTION: YORK SECOND: DOANE
   ROLL CALL: ALL PRESENT AYE

3. Peggy Steele Annual Summary Presentation.
   Peggy Steele presented a video on the progress of the Ninth Street Revitalization projects.

I. OLD BUSINESS

J. NEW BUSINESS

1. Resolution R-20-53 a Resolution to approve a loan application for the distressed housing reinvestment program for Peggy Steele D/B/A Properties in the Ville.
   Director of Finance Stephanie Richardson stated this is the Distressed Property Reinvestment Program that the City has available. The funding was provided by the City of Coffeyville and the Kansas Housing Resources Corporation several years ago. The goal of the program is to rehab distressed housing in targeted neighborhoods. Peggy had previously received a $20,000 loan on this property at 1105 W 9th. She has come back to ask for a second loan of $20,000 which is the max of the program to work on some additional items. If approved the loan is for 10 years at 2.75% interest and once $15,000 of the principal has been paid the remaining $5,000 is forgiven as part of this program. If this loan is approved the balance remaining in the Distressed Property Reinvestment Program is $34,708.62.

MOTION: Move to approve Resolution R-20-53 as presented.

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

2. Resolution R-20-54 a Resolution to Authorize an agreement with Asplundh Tree Expert Company for line clearance tree trimming services for the City of Coffeyville Electric Utility.
Director of Electric Utility Mike Shook stated that the Electric Distribution Department Employees a contractor to perform tree trimming services on approximately 200 miles of distribution lines in our City including 16 miles of transmission lines. Staff requested proposals on June 24th and received 3 proposals. Asplundh came in at the lowest cost for all 3 years, has the greatest experience, most manpower, and additional resources available.

MOTION: Move to approve Resolution R-20-54 as presented.

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

3. Resolution R-20-55 a Resolution to set a public hearing for consideration of Vacating several streets in and around the CVR expansion area.
Superintendent of Engineering Thomas Osborn stated that they have received a petition from CVR Energy for several street vacations. This Resolution is to set the Public Hearing for September 8th. This will also go to the Planning and Zoning Board September 1st to get their recommendation. Mr. Osborn has already started sending this information out to local utilities, police, and fire departments. Mayor Bauer commented that there will be different entities and individuals that will have several questions about these proposed vacations.

MOTION: Move to approve Resolution R-20-55 as presented.

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

4. Resolution R-20-56 a Resolution of Acceptance for KDOT City Connecting Link Improvement Program (CCLIP) 2023 Pavement Restoration grant and programming request.
Superintendent of Engineering Thomas Osborn stated that every year KDOT issues a call for projects for their CCLIP Program. The one the City is applying for is for pavement replacement. Mr. Osborn stated that they submitted for the maximum grant allowance and it is a 90/10 project. This would be a complete tear out with concrete going in and would start at 169 South where the previous project ended and go for roughly 1,000 feet. Mayor Bauer expressed his concern about access to the businesses along that route. Mr. Osborn stated that part of this is the requirement to maintain access to those businesses. The City's portion of this would be $196,267.19. The approximate start of this project would be early 2023.

MOTION: Move to approve Resolution R-20-56 as presented.

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

5. Resolution R-20-57 a Resolution to Approve Supplemental request from KDOT for third party engineering services on the Safe Routes to School project (SRTS).
   Superintendent of Engineering Thomas Osborn stated this is for the Safe Routes to School Project that was completed earlier this year. This would be to cover the additional work that was required by the inspector to be onsite during that project. This is still going through KDOT - 80/20 was the grant with total cost being $21,332.07 which just covered cost, no profit. Commissioner York asked about the column for summary total direct payroll cost and what the numbers listed meant. Mr. Osborn was not sure but said he would find out from KDOT and let him know. Mayor Bauer asked if we were still under the 80/20 agreement with KDOT for this project for this additional cost. Mr. Osborn stated yes and this Resolution is just to approve the Supplemental Agreement since it is a 3 party agreement.

   MOTION: Move to approve Resolution R-20-57 as presented.

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

6. Ordinance S-20-04 First Reading of an Ordinance Rezoning 901 South Lewark Street in the City of Coffeyville, Ks and amending the official zoning map in accordance.
   Building Official Matt Conger stated that last Tuesday, August 4th Mr. Ervin went before the Planning and Zoning Commission to request rezone for 901 South Lewark from C-3 commercial business district to C-4 for service commercial business to operate a warehouse to store and ship aluminum extrusion products. The Planning Commission was fine with it and he did get a conditional use that was also approved pending the City's approval on the rezone. They will be using the existing building that is there with no alterations. Commissioner York asked if there was any feedback from the residents on Lewark and Mr. Conger stated no. There will only be 1 or 2 trucks in and out of there per day.

   MOTION: Move to approve Ordinance S-20-04 as presented.

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

7. Resolution R-20-58 a Resolution to Authorize issuance of a Purchase order in the sum of $477,024 for property insurance coverage on the Electric Utility System and for boiler and machinery insurance on the power plant.
   Director of Electric Utility Mike Shook stated that staff previously worked with Charlesworth Consulting to receive competitive pricing proposals on the renewal of the property insurance coverage for the electric system. This is done on a 3 year cycle in 2018 and Coffeyville Insurance and Chubb were the recommended providers. We are in the final year of that cycle so it will go out for competitive bid again. This year Coffeyville Insurance and Chubb have offered quotes. Quotes one and two are not included but quote number three the annual premium is $433,381.00 with an additional $16,234.00 for the terrorism coverage bringing a total of $449,615.00. In the past the Commission has decided to reject the tourism coverage. Quote number three would increase our flood, wind and hail deductibles to $250,000.00 minimum. Quote number four came in at $477,024.00 annual premium with the additional $17,129.00 for the terrorism coverage. Staff recommends continuing coverage with Coffeyville Insurance and Chubb Group of Insurance Companies as specified in Quote

Number four rejecting the terrorism coverage bringing an annual cost of $477,024.00 which will maintain the same coverage as the previous two years. This is 3.9% overall increase in premium and Coffeyville Insurance did decrease their commission from 10% to 5% this year.

MOTION: Move to approve Resolution R-20-58 as presented.

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

8. City Manager's Report
City Manager Mark Hall asked Debbie Sharpe to come up to the podium to speak about a flyer she had given the Staff and Commissioners. Debbie stated that she and her husband are hosting a cook out to show their appreciation to First Responders and City officials.
Mr. Hall thanked the Commissioners for the budget and he appreciates their guidance. He thanked Staff also for their work on it. The City will continue to focus on grants to save tax payers money. Mr. Hall stated we had a little weather last night with some limbs down. The Electric Department does a great job in these situations. He noted that Chuck Shively will be retiring.

9. Comments from Commissioners and Staff
Mayor Bauer noted that he received compliments about the Electric Department for work they had done over the week-end to get some electric back up and running. He stated the professionalism our group shows is fantastic. Mayor Bauer then noted that our Sales Tax is doing very good and we are on pace with 2015's level. Commissioner York asked how we were doing on the Census as he saw a Census worker out in his neighborhood. Mr. Hall stated that they are still working on completing the Census but are nearing the end. Vice Mayor Doane asked Stephanie Richardson for an update on the CDBG-CV Grant. Mrs. Richardson stated that the applications have been received, MCAC has reviewed those and they have now been sent to the Southeast Kansas Regional Planning Commission. They are actively contacting each applicant because there is some additional information needed in order to determine if they qualify. There were nineteen different businesses that applied. Discussions have been started on the meal program. Mrs. Richardson is hoping the information will be put together in time for approval at the next Commission Meeting. Commissioner York asked who the contact for businesses is if they have questions. Mrs. Richardson said they can contact her at 252-6103 and she can answer their questions or direct them to the administrator of the program. Mayor Bauer asked Mr. Hall for an update at the next meeting about Prosperiti Builders. Mr. hall said that he would reach out to them.

K. EXECUTIVE SESSION(s)

L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES
1. Sales Tax Report – July 2020

M. ADJOURN

MOTION: Move to Adjourn

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

Time the meeting was adjourned: 7:28 pm

Date the minutes were approved: ____

____
Melissa Carter, City Clerk

ORDINANCE NO. S-20-04

AN ORDINANCE REZONING 901 SOUTH LEWARK STREET IN THE CITY OF COFFEYVILLE, KANSAS AND AMENDING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH.

WHEREAS, the Coffeyville Planning Commission received an application from Dale Ervin, representing Outside Wholesale, requesting a tract of land, as more particularly described below, be rezoned from Commercial Business District (C-3) to Service Commercial District (C-4), for the purpose of operating a warehouse to store and ship aluminum extrusion products; and

WHEREAS, pursuant to the City's Model Zoning Ordinance, at least twenty (20) days prior to the hearing, a notice of hearing was published in the official city newspaper and written notice was mailed to all owners of record of real property located within 200' feet of the property being considered for rezoning; and

WHEREAS, the Coffeyville Planning Commission held a public hearing on August 4, 2020, regarding said rezoning request (Zoning Case No. 2020-02); and

WHEREAS, following the public hearing, the Coffeyville Planning Commission, after considering the various factors set forth in the City's Model Zoning Ordinance, recommended approval of the rezoning application.

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

SECTION 1. That the specific real property as more particularly described below be and is hereby rezoned from Commercial Business District (C-3) to Service Commercial District (C-4), to-wit:

> WESTMORELAND PARK ADD, S03, T35, R16, ACRES .08, BEG 71.4' N NW COR LOT 16 E 186' N 184' W 186' S, MONTGOMERY COUNTY, KANSAS, commonly referred to as 901 South Lewark Street, Coffeyville, Kansas.

SECTION 2. That the Official Zoning District Map of Coffeyville, Kansas be amended to reflect the approved rezoning of said property.

SECTION 3. That all former ordinances and any parts thereof concerned with the rezoning of this particular property in conflict herewith be and are hereby repealed.

PASSED AND APPROVED by the governing body of the City of Coffeyville, Kansas, on this 25th day of August, 2020.

____

Paul Bauer, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED:

Paul Kritz, City Attorney

City of Coffeyville
Department Codings

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

PACKET: 03904 AO 20-16 8.25.20 PAYABLE
VENDOR SET: 01 CITY OF COFFEYVILLE
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-50047 ABB, INC.						
I-7104731973		CONTROL CABINET LOCK	55.00			
6/10/2020	AP	DUE: 7/10/2020 DISC: 7/10/2020		1099: N		
		CONTROL CABINET LOCK		900 5-037-620	EQUIPMENT MAINTENANCE	55.00
I-7104750725		RETROFIT KIT	7,325.00			
6/29/2020	AP	DUE: 7/29/2020 DISC: 7/29/2020		1099: N		
		RETROFIT KIT		900 5-037-850	OTHER EQUIPMENT	7,325.00
		=== VENDOR TOTALS ===	7,380.00			
01-50105 ACTION COMMUNICATIONS						
I-18851		MICROPHONE X 2	135.80			
8/07/2020	AP	DUE: 8/07/2020 DISC: 8/07/2020		1099: Y		
		MICROPHONE X 2		010 5-023-810	COMMUNICATION EQUIPMENT	135.80
I-18852		TRIPLEXER, ANTENNA	167.37			
8/07/2020	AP	DUE: 8/07/2020 DISC: 8/07/2020		1099: Y		
		TRIPLEXER, ANTENNA		010 5-023-810	COMMUNICATION EQUIPMENT	167.37
I-18868		KEYPAD MICROPHONE X 5	339.50			
8/13/2020	AP	DUE: 8/13/2020 DISC: 8/13/2020		1099: Y		
		KEYPAD MICROPHONE X 5		010 5-041-810	COMMUNICATION EQUIPMENT	339.50
		=== VENDOR TOTALS ===	642.67			
01-50202 AIR SYSTEMS PUMP SOLUTIONS, LL						
I-100341-1		SOLENOID VALVE X 3-GEN #2	953.18			
8/06/2020	AP	DUE: 8/06/2020 DISC: 8/06/2020		1099: N		
		SOLENOID VALVE X 3-GEN #2		800 5-030-620	EQUIPMENT MAINTENANCE	953.18
I-100461-1		DIAGNOSE ISSUES-GEN #2	710.00			
8/18/2020	AP	DUE: 8/18/2020 DISC: 8/18/2020		1099: N		
		DIAGNOSE ISSUES-GEN #2		800 5-030-620	EQUIPMENT MAINTENANCE	710.00
		=== VENDOR TOTALS ===	1,663.18			
01-02910 AIRGAS USA, LLC						
I-9972873168		CYLINDER RENTAL	92.83			
7/31/2020	AP	DUE: 8/30/2020 DISC: 8/30/2020		1099: N		
		CYLINDER RENTAL		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	92.83
I-9973018528		CYLINDER LEASE RENEWAL	170.95			
8/01/2020	AP	DUE: 8/31/2020 DISC: 8/31/2020		1099: N		
		CYLINDER LEASE RENEWAL		900 5-037-448	EQUIPMENT-RENTAL/SERVICE	170.95
		=== VENDOR TOTALS ===	263.78			

PACKET: 03904 AO 20-16 8.25.20 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-00123 AMAZON.COM						
I-434587873878		PORTABLE PA SYSTEM-VET PATIO	779.99			
8/05/2020	AP	DUE: 8/05/2020 DISC: 8/05/2020		1099: N		
		PORTABLE PA SYSTEM-VET PATIO		010 5-163-850	OTHER EQUIPMENT	779.99
I-437669665488		7" SECURITY MONITOR-GEN 2 GAT	59.99			
6/02/2020	AP	DUE: 6/02/2020 DISC: 6/02/2020		1099: N		
		7" SECURITY MONITOR-GEN 2 GATE		800 5-030-845	OFFICE FURNITURE & EQUIP	59.99
I-439786393945		CORNER GUARDS/BUMPERS	39.98			
7/29/2020	AP	DUE: 7/29/2020 DISC: 7/29/2020		1099: N		
		CORNER GUARDS/BUMPERS		800 5-030-520	DEPARTMENT SUPPLIES	39.98
I-444698447977		ADDING MACHINE ROLLS, CLEANER	22.77			
6/24/2020	AP	DUE: 6/24/2020 DISC: 6/24/2020		1099: N		
		ADDING MACHINE ROLLS		010 5-131-550	OFFICE SUPPLIES	10.99
		MARKER HOLDER, SCREEN CLNR		010 5-019-550	OFFICE SUPPLIES	11.78
I-453884944649		RACK FOR SWITCH-WARTSILA	41.99			
7/01/2020	AP	DUE: 7/01/2020 DISC: 7/01/2020		1099: N		
		RACK FOR SWITCH-WARTSILA		800 5-030-845	OFFICE FURNITURE & EQUIP	41.99
I-457578864644		RIBBON FOR BADGE PRINTER	76.00			
6/23/2020	AP	DUE: 6/23/2020 DISC: 6/23/2020		1099: N		
		RIBBON FOR BADGE PRINTER		010 5-131-550	OFFICE SUPPLIES	76.00
I-457654996936		NETWORK CABLE	91.94			
7/10/2020	AP	DUE: 7/10/2020 DISC: 7/10/2020		1099: N		
		NETWORK CABLE		800 5-030-845	OFFICE FURNITURE & EQUIP	91.94
I-463499394443		TIME CARDS	33.84			
7/14/2020	AP	DUE: 7/14/2020 DISC: 7/14/2020		1099: N		
		TIME CARDS		370 5-000-550	OFFICE SUPPLIES	16.92
		TIME CARDS		450 5-000-550	OFFICE SUPPLIES	16.92
I-463853638743		ROLLER KIT FOR PRINTER	48.90			
5/16/2020	AP	DUE: 5/16/2020 DISC: 5/16/2020		1099: N		
		ROLLER KIT FOR PRINTER		010 5-023-550	OFFICE SUPPLIES	48.90
I-464575674345		STAPLER	12.98			
6/12/2020	AP	DUE: 6/12/2020 DISC: 6/12/2020		1099: N		
		STAPLER		010 5-016-550	OFFICE SUPPLIES	12.98
I-465585967697		HARD DRIVE FOR WORK BENCH	59.99			
5/26/2020	AP	DUE: 5/26/2020 DISC: 5/26/2020		1099: N		
		HARD DRIVE FOR WORK BENCH		500 5-310-845	OFFICE FURNITURE & EQUIP	59.99

PACKET: 03904 AO 20-16 8.25.20 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-00123 AMAZON.COM		(** CONTINUED **)				
I-465936858887		SWITCH-WARTSILA WIFI ENG ROOM	378.00			
7/01/2020	AP	DUE: 7/01/2020 DISC: 7/01/2020		1099: N		
		SWITCH-WARTSILA WIFI ENG ROOM		800 5-030-845	OFFICE FURNITURE & EQUIP	378.00
I-466556443764		VGA ADAPTER CABLE X 5	68.05			
5/16/2020	AP	DUE: 5/16/2020 DISC: 5/16/2020		1099: N		
		VGA ADAPTER CABLE X 4		500 5-310-845	OFFICE FURNITURE & EQUIP	54.44
		VGA ADAPTER CABLE		900 5-036-518	COMPUTER SUPPLIES	13.61
I-473399894565		FILE SORTERS, STENO/LEGAL PAD	71.75			
5/12/2020	AP	DUE: 5/12/2020 DISC: 5/12/2020		1099: N		
		FILE SORTERS, STENO/LEGAL PADS		010 5-131-550	OFFICE SUPPLIES	71.75
I-473873675953		TONER CARTRIDGE X 5	348.98			
7/10/2020	AP	DUE: 7/10/2020 DISC: 7/10/2020		1099: N		
		TONER CARTRIDGE X 5		010 5-045-550	OFFICE SUPPLIES	348.98
I-477949465668		WEBCAM FOR REMOTE INTERVIEWS	93.33			
5/16/2020	AP	DUE: 5/16/2020 DISC: 5/16/2020		1099: N		
		WEBCAM FOR REMOTE INTERVIEWS		010 5-023-518	COMPUTER SUPPLIES	93.33
I-538547977778		WEBCAM FOR GEN 2 CNFRNC RM	39.99			
6/11/2020	AP	DUE: 6/11/2020 DISC: 6/11/2020		1099: N		
		WEBCAM FOR GEN 2 CNFRNC RM		800 5-030-518	COMPUTER SUPPLIES	39.99
I-588344479364		POST-ITS, TABS, REGISTER ROLL	64.34			
7/31/2020	AP	DUE: 7/31/2020 DISC: 7/31/2020		1099: N		
		POST-ITS, TABS, HANGING FILES		010 5-131-550	OFFICE SUPPLIES	46.85
		CASH REGISTER RECEIPT ROLLS		370 5-000-550	OFFICE SUPPLIES	17.49
I-598387958497		BINDER X 48	140.56			
6/11/2020	AP	DUE: 6/11/2020 DISC: 6/11/2020		1099: N		
		BINDER X 48		010 5-041-550	OFFICE SUPPLIES	140.56
I-678676449475		CASH REGISTER ROLLS, POUCHES	63.52			
5/25/2020	AP	DUE: 5/25/2020 DISC: 5/25/2020		1099: N		
		CASH REGISTER ROLLS, POUCHES		010 5-017-550	OFFICE SUPPLIES	63.52
I-683367739794		UPS BATTERY	16.98			
5/22/2020	AP	DUE: 5/22/2020 DISC: 5/22/2020		1099: N		
		UPS BATTERY		500 5-310-845	OFFICE FURNITURE & EQUIP	16.98
I-743453747566		22" MONITOR-ENGINEERING	94.99			
6/04/2020	AP	DUE: 6/04/2020 DISC: 6/04/2020		1099: N		
		22" MONITOR-ENGINEERING		500 5-310-845	OFFICE FURNITURE & EQUIP	94.99

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01-00123 AMAZON.COM		(** CONTINUED **)				
I-778773599946		FRONT SEAT ORGANIZER	30.96			
5/13/2020	AP	DUE: 5/13/2020 DISC: 5/13/2020		1099: N		
		FRONT SEAT ORGANIZER		010 5-071-590	VEHICLE-EQUIP SUPPLIES	30.96
I-793373594975		TONER CARTRIDGE	17.99			
6/25/2020	AP	DUE: 6/25/2020 DISC: 6/25/2020		1099: N		
		TONER CARTRIDGE		370 5-000-550	OFFICE SUPPLIES	17.99
I-833998576447		AA BATTERIES, HIGHLIGHTERS	25.97			
5/12/2020	AP	DUE: 5/12/2020 DISC: 5/12/2020		1099: N		
		AA BATTERIES		010 5-131-505	BATTERIES-NON VEHICLES	18.19
		HIGHLIGHTERS		010 5-131-550	OFFICE SUPPLIES	7.78
I-839987549749		AMAZON PRIME RENEWAL	499.00			
7/19/2020	AP	DUE: 7/19/2020 DISC: 7/19/2020		1099: N		
		AMAZON PRIME RENEWAL-1/5		010 5-018-424	CONTRACTUAL AGREEMENTS	99.80
		AMAZON PRIME RENEWAL-1/5		720 5-000-424	CONTRACTUAL AGREEMENTS	99.80
		AMAZON PRIME RENEWAL-1/5		800 5-040-424	CONTRACTUAL AGREEMENTS	99.80
		AMAZON PRIME RENEWAL-1/5		900 5-046-424	CONTRACTUAL AGREEMENTS	99.80
		AMAZON PRIME RENEWAL-1/5		900 5-047-424	CONTRACTUAL AGREEMENTS	99.80
I-846876474788		KEYBOARD X 3	44.55			
7/31/2020	AP	DUE: 7/31/2020 DISC: 7/31/2020		1099: N		
		KEYBOARD X 2		500 5-310-845	OFFICE FURNITURE & EQUIP	29.70
		KEYBOARD		010 5-023-518	COMPUTER SUPPLIES	14.85
I-873459389698		UPS FOR MAINTENANCE OFFICE	75.95			
6/02/2020	AP	DUE: 6/02/2020 DISC: 6/02/2020		1099: N		
		UPS FOR MAINTENANCE OFFICE		800 5-030-518	COMPUTER SUPPLIES	75.95
I-884468465678		PVC CARDS FOR PUNCH PASSES	27.50			
6/23/2020	AP	DUE: 6/23/2020 DISC: 6/23/2020		1099: N		
		PVC CARDS FOR PUNCH PASSES		370 5-000-550	OFFICE SUPPLIES	27.50
I-885843889646		CASH REGISTER RECEIPT ROLLS	31.78			
7/28/2020	AP	DUE: 7/28/2020 DISC: 7/28/2020		1099: N		
		CASH REGISTER RECEIPT ROLLS		370 5-000-550	OFFICE SUPPLIES	31.78
I-886666534654		HARD DRIVE FOR DIRECTOR	49.99			
7/23/2020	AP	DUE: 7/23/2020 DISC: 7/23/2020		1099: N		
		HARD DRIVE FOR DIRECTOR		800 5-040-845	OFFICE FURNITURE & EQUIP	49.99
I-893844483646		TONER CARTRIDGE X 4	47.99			
7/28/2020	AP	DUE: 7/28/2020 DISC: 7/28/2020		1099: N		
		TONER CARTRIDGE X 4		010 5-016-550	OFFICE SUPPLIES	47.99

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01-00123 AMAZON.COM		(** CONTINUED **)				
I-937889634588		CARDSTOCK	22.35			
5/12/2020	AP	DUE: 5/12/2020 DISC: 5/12/2020		1099: N		
		CARDSTOCK		010 5-131-550	OFFICE SUPPLIES	22.35
I-958489454388		KEYBOARD, HDMI CABLE	33.94			
5/19/2020	AP	DUE: 5/19/2020 DISC: 5/19/2020		1099: N		
		KEYBOARD, HDMI CABLE		010 5-023-518	COMPUTER SUPPLIES	33.94
		=== VENDOR TOTALS ===	3,556.83			
01-00167 ANIMAL CLINIC OF SE KANSAS						
I-47920		EUTHANASIA	25.00			
7/17/2020	AP	DUE: 7/17/2020 DISC: 7/17/2020		1099: Y		
		EUTHANASIA		010 5-025-478	PROFESSIONAL SERVICES	25.00
		=== VENDOR TOTALS ===	25.00			
01-50553 AQUA-AEROBIC SYSTEMS, INC.						
C-1024643		RETURN DIFFUSER MEMBRANE KITS	10,263.98CR			
6/09/2020	AP	DUE: 6/09/2020 DISC: 6/09/2020		1099: N		
		RETURN DIFFUSER MEMBRANE KITS		910 5-611-850	OTHER EQUIPMENT	10,263.98CR
I-1024989		FUSE X 10, FUSE BLOCK X 4	106.94			
7/07/2020	AP	DUE: 8/06/2020 DISC: 8/06/2020		1099: N		
		FUSE X 10, FUSE BLOCK X 4		900 5-037-620	EQUIPMENT MAINTENANCE	106.94
I-1025075		MEMBRANE KITS, SEALS	9,764.97			
7/10/2020	AP	DUE: 8/09/2020 DISC: 8/09/2020		1099: N		
		MEMBRANE KITS, SEALS		910 5-611-850	OTHER EQUIPMENT	9,764.97
I-1025128		O-RING X 6	21.08			
7/15/2020	AP	DUE: 8/14/2020 DISC: 8/14/2020		1099: N		
		O-RING X 6		900 5-037-620	EQUIPMENT MAINTENANCE	21.08
I-1025444		MEMBRANE KITS, O-RINGS	18,985.22			
8/12/2020	AP	DUE: 9/11/2020 DISC: 9/11/2020		1099: N		
		MEMBRANE KITS, O-RINGS		910 5-611-850	OTHER EQUIPMENT	18,985.22
		=== VENDOR TOTALS ===	18,614.23			

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01-50670 ASPLUNDH TREE EXPERT COMPANY						
I-69Y14420		TREE TRIMMING THRU 8/1/20	5,044.80			
8/07/2020	AP	DUE: 8/07/2020 DISC: 8/07/2020		1099: N		
		TREE TRIMMING THRU 8/1/20		800 5-020-424	CONTRACTUAL AGREEMENTS	5,044.80
I-70M50720		TREE TRIMMING THRU 8/8/20	3,783.60			
8/14/2020	AP	DUE: 8/14/2020 DISC: 8/14/2020		1099: N		
		TREE TRIMMING THRU 8/8/20		800 5-020-424	CONTRACTUAL AGREEMENTS	3,783.60
		=== VENDOR TOTALS ===	8,828.40			
01-58570 ASSESSMENT STRATEGIES, LLC						
I-202008148511		PERSONNEL TESTING	175.00			
8/01/2020	AP	DUE: 8/31/2020 DISC: 8/31/2020		1099: Y		
		PERSONNEL TESTING		010 5-023-478	PROFESSIONAL SERVICES	175.00
		=== VENDOR TOTALS ===	175.00			
01-59760 AT&T						
I-08203161404106		8/20 E911	273.50			
8/01/2020	AP	DUE: 8/31/2020 DISC: 8/31/2020		1099: N		
		8/20 E911		510 5-000-416	COMMUNICATIONS	273.50
I-08206202511611		8/20 E911	344.58			
8/09/2020	AP	DUE: 9/08/2020 DISC: 9/08/2020		1099: N		
		8/20 E911		510 5-000-416	COMMUNICATIONS	344.58
I-08206202511733		8/20 E911	347.93			
8/09/2020	AP	DUE: 9/08/2020 DISC: 9/08/2020		1099: N		
		8/20 E911		510 5-000-416	COMMUNICATIONS	347.93
I-08206202511826		8/20 E911	340.64			
8/09/2020	AP	DUE: 9/08/2020 DISC: 9/08/2020		1099: N		
		8/20 E911		510 5-000-416	COMMUNICATIONS	340.64
		=== VENDOR TOTALS ===	1,306.65			
01-59780 AT&T						
I-08206202512322		ATMOS METER STATION MODEM LIN	184.50			
8/09/2020	AP	DUE: 9/08/2020 DISC: 9/08/2020		1099: N		
		ATMOS METER STATION MODEM LINE		800 5-030-416	COMMUNICATIONS	184.50
		=== VENDOR TOTALS ===	184.50			

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01-03877 AUTO ZONE, INC.						
I-1601704036		TRUCK BED MAT	101.39			
7/28/2020	AP	DUE: 7/28/2020 DISC: 7/28/2020		1099: N		
		TRUCK BED MAT		800 5-030-590	VEHICLE-EQUIP SUPPLIES	101.39
I-1601709576		TRAILER WIRING KIT	3.81			
8/13/2020	AP	DUE: 8/13/2020 DISC: 8/13/2020		1099: N		
		TRAILER WIRING KIT		800 5-030-620	EQUIPMENT MAINTENANCE	3.81
		=== VENDOR TOTALS ===	105.20			
01-00197 B.G. & SONS						
I-202008188533		8/17/20 WEED LOT MOWING	270.00			
8/17/2020	AP	DUE: 8/17/2020 DISC: 8/17/2020		1099: Y		
		8/17/20 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	270.00
I-202008188534		NUISANCE CLEAN UP X 7	3,900.00			
8/18/2020	AP	DUE: 8/18/2020 DISC: 8/18/2020		1099: Y		
		502 S MAPLE NUISANCE CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	400.00
		1716 ELMWOOD NUISANCE CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	600.00
		1301 W 1ST NUISANCE CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	500.00
		905 W 1ST NUISANCE CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	700.00
		912 W 10TH NUISANCE CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	100.00
		1306 W 7TH NUISANCE CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	600.00
		604 LINCOLN NUISANCE CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	1,000.00
		=== VENDOR TOTALS ===	4,170.00			
01-50960 BARTLESVILLE CHRYSLER DODGE JE						
I-6002635/2		STRUT X 2, LABOR TO REPLACE	1,646.36			
7/21/2020	AP	DUE: 7/21/2020 DISC: 7/21/2020		1099: N		
		STRUT X 2		010 5-023-680	VEHICLE-PARTS	1,008.41
		R/R STRUTS, RODS		010 5-023-690	VEHICLE-LABOR	637.95
		=== VENDOR TOTALS ===	1,646.36			
01-02050 BARTLETT COOP ASSOCIATION						
I-94855		PROPANE FOR FORKLIFT	18.07			
8/07/2020	AP	DUE: 9/06/2020 DISC: 9/06/2020		1099: N		
		PROPANE FOR FORKLIFT		800 5-020-525	CHEMICALS/FERTILIZERS/SE	18.07
		=== VENDOR TOTALS ===	18.07			

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01-50858 BG CONSULTANTS, INC.						
I-202008148512		PAY #3-TRANS ALT GRANT DESIGN	21,795.00			
8/06/2020	AP	DUE: 8/06/2020 DISC: 8/06/2020		1099: N		
		PAY #3-TRANS ALT GRANT DESIGN		520 5-220-478	PROFESSIONAL SERVICES	21,795.00
		=== VENDOR TOTALS ===	21,795.00			
01-00337 BLUBOOTS OF KANSAS, LLC						
I-inv-0188		FR JEANS-K. TAYLOR	68.93			
8/07/2020	AP	DUE: 8/07/2020 DISC: 8/07/2020		1099: Y		
		FR JEANS-K. TAYLOR		800 5-020-515	CLOTHING	68.93
		=== VENDOR TOTALS ===	68.93			
01-52808 BREDE GROUP SOLUTIONS LLC						
I-8132020		POLYGRAPH SERVICE X 2, MILEAG	491.20			
8/13/2020	AP	DUE: 8/13/2020 DISC: 8/13/2020		1099: Y		
		POLYGRAPH SERVICE X 2, MILEAGE		010 5-023-478	PROFESSIONAL SERVICES	491.20
		=== VENDOR TOTALS ===	491.20			
01-51307 BRENNTAG SOUTHWEST, INC.						
I-BSW227360		POLYMER	1,159.95			
8/06/2020	AP	DUE: 9/05/2020 DISC: 9/05/2020		1099: N		
		POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,159.95
I-BSW229221		POLYMER	1,159.95			
8/13/2020	AP	DUE: 9/12/2020 DISC: 9/12/2020		1099: N		
		POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,159.95
I-BSW229222		POLYMER	1,159.95			
8/13/2020	AP	DUE: 9/12/2020 DISC: 9/12/2020		1099: N		
		POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,159.95
		=== VENDOR TOTALS ===	3,479.85			
01-51310 BRIDGESTONE GOLF, INC.						
I-1002928217		GOLF BALL X 4 DOZEN	76.00			
8/05/2020	AP	DUE: 9/04/2020 DISC: 9/04/2020		1099: N		
		GOLF BALL X 4 DOZEN		370 5-000-508	PRO SHOP SUPPLIES	76.00
		=== VENDOR TOTALS ===	76.00			

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01-51592 CALIFORNIA ANALYTICAL INSTRUME						
I-0036983-IN		PRESSURE SENSOR-ANALYZER	221.00			
8/04/2020	AP	DUE: 9/03/2020 DISC: 9/03/2020		1099: N		
		PRESSURE SENSOR-ANALYZER		800 5-030-620	EQUIPMENT MAINTENANCE	221.00
		=== VENDOR TOTALS ===	221.00			
01-00590 CARTER AUTOMOTIVE WAREHOUSE						
C-547568/1		RETURN AIR FILTER, OIL FILTER	36.64CR			
7/16/2020	AP	DUE: 7/16/2020 DISC: 7/16/2020		1099: N		
		RETURN AIR FILTER, OIL FILTER		010 5-041-680	VEHICLE-PARTS	36.64CR
C-551170/1		RETURN DECK WHEEL X 2	10.59CR			
8/04/2020	AP	DUE: 8/04/2020 DISC: 8/04/2020		1099: N		
		RETURN DECK WHEEL X 2		010 5-163-620	EQUIPMENT MAINTENANCE	10.59CR
I-550192/1		BRAKE CALIPER, ROTOR, PADS	240.74			
8/07/2020	AP	DUE: 9/06/2020 DISC: 9/06/2020		1099: N		
		BRAKE CALIPER, ROTOR, PADS		800 5-030-680	VEHICLE-PARTS	240.74
I-550302/1		BRAKE HOSE, CALIPERS	193.96			
8/06/2020	AP	DUE: 9/05/2020 DISC: 9/05/2020		1099: N		
		BRAKE HOSE, CALIPERS		800 5-030-680	VEHICLE-PARTS	193.96
I-551163/1		DECK WHEEL X 11	57.98			
8/04/2020	AP	DUE: 9/03/2020 DISC: 9/03/2020		1099: N		
		DECK WHEEL X 11		010 5-163-620	EQUIPMENT MAINTENANCE	57.98
I-551194/1		DECK WHEEL X 2	10.59			
8/04/2020	AP	DUE: 9/03/2020 DISC: 9/03/2020		1099: N		
		DECK WHEEL X 2		010 5-163-620	EQUIPMENT MAINTENANCE	10.59
I-551257/1		DIESEL EXHAUST FLUID	13.82			
8/04/2020	AP	DUE: 9/03/2020 DISC: 9/03/2020		1099: N		
		DIESEL EXHAUST FLUID		800 5-020-545	MOTOR FUELS/LUBRICANTS	13.82
I-551362/1		WHEEL BEARING X 8	22.80			
8/05/2020	AP	DUE: 9/04/2020 DISC: 9/04/2020		1099: N		
		WHEEL BEARING X 8		010 5-163-620	EQUIPMENT MAINTENANCE	22.80
I-551450/1		HOSE, FITTINGS	31.92			
8/04/2020	AP	DUE: 9/03/2020 DISC: 9/03/2020		1099: N		
		HOSE, FITTINGS		010 5-163-620	EQUIPMENT MAINTENANCE	31.92
I-551466/1		BATTERY	77.15			
8/05/2020	AP	DUE: 9/04/2020 DISC: 9/04/2020		1099: N		
		BATTERY		370 5-000-590	VEHICLE-EQUIP SUPPLIES	77.15

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01-00590 CARTER AUTOMOTIVE WAREHOUSE (** CONTINUED **)

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I-551757/1		BATTERY	42.86			
8/06/2020	AP	DUE: 9/05/2020 DISC: 9/05/2020		1099: N		
		BATTERY		450 5-000-620	EQUIPMENT MAINTENANCE	42.86
I-551864/1		BELT	26.09			
8/07/2020	AP	DUE: 9/06/2020 DISC: 9/06/2020		1099: N		
		BELT		370 5-000-620	EQUIPMENT MAINTENANCE	26.09
I-551892/1		AIR FILTER X 3	66.90			
8/07/2020	AP	DUE: 9/06/2020 DISC: 9/06/2020		1099: N		
		AIR FILTER X 3		010 5-163-620	EQUIPMENT MAINTENANCE	66.90
I-551928/1		SOLENOID	28.40			
8/07/2020	AP	DUE: 9/06/2020 DISC: 9/06/2020		1099: N		
		SOLENOID		010 5-023-680	VEHICLE-PARTS	28.40
I-551938/1		CARBURETOR FOR WEEDEATER	44.97			
8/12/2020	AP	DUE: 9/11/2020 DISC: 9/11/2020		1099: N		
		CARBURETOR FOR WEEDEATER		800 5-030-620	EQUIPMENT MAINTENANCE	44.97
I-552122/1		BRAKE FLUID	11.42			
8/10/2020	AP	DUE: 9/09/2020 DISC: 9/09/2020		1099: N		
		BRAKE FLUID		010 5-045-545	MOTOR FUELS/LUBRICANTS	11.42
I-552466/1		BLOWER MOTOR	43.83			
8/11/2020	AP	DUE: 9/10/2020 DISC: 9/10/2020		1099: N		
		BLOWER MOTOR		760 5-000-680	VEHICLE-PARTS	43.83
I-553584/1		DIESEL EXHAUST FLUID X 2	27.64			
8/12/2020	AP	DUE: 9/11/2020 DISC: 9/11/2020		1099: N		
		DIESEL EXHAUST FLUID X 2		800 5-020-545	MOTOR FUELS/LUBRICANTS	27.64
I-553604/1		AIR FILTER X 2-WEEDEATER	8.78			
8/12/2020	AP	DUE: 9/11/2020 DISC: 9/11/2020		1099: N		
		AIR FILTER X 2-WEEDEATER		800 5-030-620	EQUIPMENT MAINTENANCE	8.78
I-553685/1		OIL X 3 GALLONS	47.76			
8/13/2020	AP	DUE: 9/12/2020 DISC: 9/12/2020		1099: N		
		OIL X 3 GALLONS		370 5-000-545	MOTOR FUELS/LUBRICANTS	47.76
I-553745/1		WIRE FOR SPRAYER	5.39			
8/13/2020	AP	DUE: 9/12/2020 DISC: 9/12/2020		1099: N		
		WIRE FOR SPRAYER		800 5-030-620	EQUIPMENT MAINTENANCE	5.39
I-554417/1		FUEL LINE X 50 FT.	5.70			
8/17/2020	AP	DUE: 9/16/2020 DISC: 9/16/2020		1099: N		
		FUEL LINE X 50 FT.		800 5-030-680	VEHICLE-PARTS	5.70
		=== VENDOR TOTALS ===	961.47			

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01-51635 CBA LIGHTING & CONTROLS, INC.						
I-20210		WINDSOCK X 2	293.13			
8/11/2020	AP	DUE: 9/10/2020 DISC: 9/10/2020		1099: N		
		WINDSOCK X 2		360 5-000-520	DEPARTMENT SUPPLIES	293.13
		=== VENDOR TOTALS ===	293.13			
01-01040 CITY OF COFFEYVILLE						
I-202008148513		PUMP HOUSES	14,619.25			
7/31/2020	AP	DUE: 8/30/2020 DISC: 8/30/2020		1099: N		
		RIVER ROAD PUMP HOUSE		900 5-036-494	UTILITIES	13,977.20
		PFISTER PARK PUMP HOUSE		900 5-036-494	UTILITIES	642.05
I-202008148514		NEW GENERATION, SO HILLS TOWE	599.67			
7/31/2020	AP	DUE: 8/30/2020 DISC: 8/30/2020		1099: N		
		NEW GENERATION		800 5-030-494	UTILITIES	448.28
		SOUTHERN HILLS TOWER		720 5-000-494	UTILITIES	151.39
I-202008188525		ELECTRIC UTILITIES	3,057.37			
8/17/2020	AP	DUE: 9/16/2020 DISC: 9/16/2020		1099: N		
		MACHINE SHOP		800 5-030-494	UTILITIES	343.56
		BASEMENT		800 5-030-494	UTILITIES	2,606.66
		TOWER #3		800 5-030-494	UTILITIES	107.15
		=== VENDOR TOTALS ===	18,276.29			
01-01146 CITY OF DEARING						
I-202008148515		7/20 FRANCHISE FEE	166.98			
7/31/2020	AP	DUE: 8/30/2020 DISC: 8/30/2020		1099: N		
		7/20 FRANCHISE FEE		800 5-020-430	DEARING FRANCHISE PAYMEN	166.98
		=== VENDOR TOTALS ===	166.98			
01-52050 CJ'S THREADS LLC						
I-19344		UNIFORM CAP-BOX	17.00			
8/07/2020	AP	DUE: 8/07/2020 DISC: 8/07/2020		1099: Y		
		UNIFORM CAP-BOX		010 5-041-515	CLOTHING	17.00
I-19345		UNIFORM SHIRTS-DIXON	51.00			
8/07/2020	AP	DUE: 8/07/2020 DISC: 8/07/2020		1099: Y		
		UNIFORM SHIRTS-DIXON		010 5-041-515	CLOTHING	51.00
I-19346		UNIFORM SHIRTS, HATS-HORN	63.00			
8/07/2020	AP	DUE: 8/07/2020 DISC: 8/07/2020		1099: Y		
		UNIFORM SHIRTS, HATS-HORN		010 5-041-515	CLOTHING	63.00

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01-52050 CJ'S THREADS LLC		(** CONTINUED **)				
I-19347		UNIFORM SHIRTS-PRICE	34.50			
8/07/2020	AP	DUE: 8/07/2020 DISC: 8/07/2020		1099: Y		
		UNIFORM SHIRTS-PRICE		010 5-041-515	CLOTHING	34.50
I-19348		UNIFORM SHIRTS-REARDON	154.00			
8/07/2020	AP	DUE: 8/07/2020 DISC: 8/07/2020		1099: Y		
		UNIFORM SHIRTS-REARDON		010 5-041-515	CLOTHING	154.00
I-19349		UNIFORM SHIRTS-MECOM	179.50			
8/07/2020	AP	DUE: 8/07/2020 DISC: 8/07/2020		1099: Y		
		UNIFORM SHIRTS-MECOM		010 5-041-515	CLOTHING	179.50
I-19350		UNIFORM SHIRTS-REXWINKLE	46.00			
8/07/2020	AP	DUE: 8/07/2020 DISC: 8/07/2020		1099: Y		
		UNIFORM SHIRTS-REXWINKLE		010 5-041-515	CLOTHING	46.00
		=== VENDOR TOTALS ===	545.00			
01-00720 CLOUGH OIL COMPANY, INC.						
I-54893		DIESEL FLUID X 3-MCD GENERATO	68.32			
8/03/2020	AP	DUE: 9/02/2020 DISC: 9/02/2020		1099: N		
		DIESEL FLUID X 3-MCD GENERATOR		800 5-020-545	MOTOR FUELS/LUBRICANTS	68.32
I-54895		FUEL OIL-MCD GENERATOR	149.63			
8/04/2020	AP	DUE: 9/03/2020 DISC: 9/03/2020		1099: N		
		FUEL OIL-MCD GENERATOR		800 5-020-545	MOTOR FUELS/LUBRICANTS	149.63
I-54901		171 GALLONS OF FUEL	300.79			
8/05/2020	AP	DUE: 9/04/2020 DISC: 9/04/2020		1099: N		
		171 GALLONS OF FUEL		010 5-163-545	MOTOR FUELS/LUBRICANTS	300.79
		=== VENDOR TOTALS ===	518.74			
01-00721 CLOUGH SERVICE						
I-4372499		FUEL THRU 8/9	1,254.15			
8/10/2020	AP	DUE: 8/10/2020 DISC: 8/10/2020		1099: N		
		FUEL THRU 8/9		010 5-163-545	MOTOR FUELS/LUBRICANTS	1,254.15
I-4372501		FUEL THRU 8/9	146.56			
8/10/2020	AP	DUE: 8/10/2020 DISC: 8/10/2020		1099: N		
		FUEL THRU 8/9		010 5-071-545	MOTOR FUELS/LUBRICANTS	146.56
I-4372502		FUEL THRU 8/9	1,280.38			
8/10/2020	AP	DUE: 8/10/2020 DISC: 8/10/2020		1099: N		
		FUEL THRU 8/9		010 5-023-545	MOTOR FUELS/LUBRICANTS	1,280.38

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01-00721 CLOUGH SERVICE		(** CONTINUED **)				
I-4372503		FUEL THRU 8/9	66.05			
8/10/2020	AP	DUE: 8/10/2020 DISC: 8/10/2020		1099: N		
		FUEL THRU 8/9		010 5-025-545	MOTOR FUELS/LUBRICANTS	66.05
I-4372504		FUEL THRU 8/9	274.03			
8/10/2020	AP	DUE: 8/10/2020 DISC: 8/10/2020		1099: N		
		FUEL THRU 8/9		010 5-041-545	MOTOR FUELS/LUBRICANTS	274.03
I-4372505		FUEL THRU 8/9	34.82			
8/10/2020	AP	DUE: 8/10/2020 DISC: 8/10/2020		1099: N		
		FUEL THRU 8/9		010 5-045-545	MOTOR FUELS/LUBRICANTS	34.82
I-4372506		FUEL THRU 8/9	616.78			
8/10/2020	AP	DUE: 8/10/2020 DISC: 8/10/2020		1099: N		
		FUEL THRU 8/9		900 5-026-545	MOTOR FUELS/LUBRICANTS	616.78
I-4372507		FUEL THRU 8/9	302.87			
8/10/2020	AP	DUE: 8/10/2020 DISC: 8/10/2020		1099: N		
		FUEL THRU 8/9		900 5-027-545	MOTOR FUELS/LUBRICANTS	302.87
I-4372508		FUEL THRU 8/9	57.40			
8/10/2020	AP	DUE: 8/10/2020 DISC: 8/10/2020		1099: N		
		FUEL THRU 8/9		900 5-036-545	MOTOR FUELS/LUBRICANTS	57.40
I-4372509		FUEL THRU 8/9	184.18			
8/10/2020	AP	DUE: 8/10/2020 DISC: 8/10/2020		1099: N		
		FUEL THRU 8/9		900 5-037-545	MOTOR FUELS/LUBRICANTS	184.18
I-4372510		FUEL THRU 8/9	75.83			
8/10/2020	AP	DUE: 8/10/2020 DISC: 8/10/2020		1099: N		
		FUEL THRU 8/9		010 5-017-545	MOTOR FUELS/LUBRICANTS	75.83
I-4372511		FUEL THRU 8/9	606.91			
8/10/2020	AP	DUE: 8/10/2020 DISC: 8/10/2020		1099: N		
		FUEL THRU 8/9		800 5-020-545	MOTOR FUELS/LUBRICANTS	606.91
I-4372512		FUEL THRU 8/9	126.71			
8/10/2020	AP	DUE: 8/10/2020 DISC: 8/10/2020		1099: N		
		FUEL THRU 8/9		800 5-030-545	MOTOR FUELS/LUBRICANTS	126.71
I-4372513		FUEL THRU 8/9	55.46			
8/10/2020	AP	DUE: 8/10/2020 DISC: 8/10/2020		1099: N		
		FUEL THRU 8/9		800 5-040-545	MOTOR FUELS/LUBRICANTS	55.46
I-4372514		FUEL THRU 8/9	31.25			
8/10/2020	AP	DUE: 8/10/2020 DISC: 8/10/2020		1099: N		
		FUEL THRU 8/9		900 5-046-545	MOTOR FUELS/LUBRICANTS	31.25

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  --------ID--------                                      GROSS    P.O. #
  ITEM DATE   BANK CODE ---------DESCRIPTION---------   DISCOUNT  G/L ACCOUNT        ------ACCOUNT NAME------  DISTRIBUTION
=====================================================================================================================
01-00721  CLOUGH SERVICE             ( ** CONTINUED ** )
_____________________________________________________________________________________________________________________
  I-4372515          FUEL THRU 8/9                        106.57
   8/10/2020   AP    DUE:  8/10/2020 DISC:  8/10/2020             1099: N
                     FUEL THRU 8/9                                 760 5-000-545      MOTOR FUELS/LUBRICANTS          106.57

                     === VENDOR TOTALS ===              5,219.95
=====================================================================================================================
01-00860  COFFEYVILLE FAMILY PRACTICE CL
_____________________________________________________________________________________________________________________
  I-202008148516     POST-ACCIDENT DRUG SCREEN X 3         90.00
   8/07/2020   AP    DUE:  9/06/2020 DISC:  9/06/2020             1099: Y
                     POST-ACCIDENT DRUG SCREEN                     900 5-026-478      PROFESSIONAL SERVICES            30.00
                     POST-ACCIDENT DRUG SCREEN                     900 5-027-478      PROFESSIONAL SERVICES            30.00
                     POST-ACCIDENT DRUG SCREEN                     900 5-037-478      PROFESSIONAL SERVICES            30.00

                     === VENDOR TOTALS ===                 90.00
=====================================================================================================================
01-00870  COFFEYVILLE FEED AND FARM SUPP
_____________________________________________________________________________________________________________________
  I-774559           CARBURETOR X 2                        72.25
   7/31/2020   AP    DUE:  8/30/2020 DISC:  8/30/2020             1099: N
                     CARBURETOR X 2                                010 5-163-620      EQUIPMENT MAINTENANCE            72.25

                     === VENDOR TOTALS ===                 72.25
=====================================================================================================================
01-00871  COFFEYVILLE FEED AND FARM SUPP
_____________________________________________________________________________________________________________________
  I-775308           SAW BLADE                             25.17
   8/07/2020   AP    DUE:  8/07/2020 DISC:  8/07/2020             1099: N
                     SAW BLADE                                     800 5-030-520      DEPARTMENT SUPPLIES              25.17
_____________________________________________________________________________________________________________________
  I-775315           WEED, INSECT SPRAY-SUBS               86.90
   8/07/2020   AP    DUE:  8/07/2020 DISC:  8/07/2020             1099: N
                     WEED, INSECT SPRAY-SUBS                       800 5-020-525      CHEMICALS/FERTILIZERS/SE         86.90

                     === VENDOR TOTALS ===                112.07
=====================================================================================================================
01-00877  COFFEYVILLE FRIENDS OF ANIMALS
_____________________________________________________________________________________________________________________
  I-202008148517     9/20 SHELTER OPERATION             1,500.00
   8/13/2020   AP    DUE:  8/13/2020 DISC:  8/13/2020             1099: N
                     9/20 SHELTER OPERATION                        010 5-025-424      CONTRACTUAL AGREEMENTS        1,500.00

                     === VENDOR TOTALS ===              1,500.00
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01-00930 COFFEYVILLE JOURNAL						
I-1025605		R-20-47 GO BOND ISSUANCE	277.16			
7/18/2020	AP	DUE: 8/17/2020 DISC: 8/17/2020		1099: N		
		R-20-47 GO BOND ISSUANCE 1/2		820 5-833-410	COST OF ISSUANCE	138.58
		R-20-47 GO BOND ISSUANCE 1/2		090 5-802-410	COST OF ISSUANCE	138.58
I-1025606		S-20-03 HOPS AROUND TOWN	34.65			
7/18/2020	AP	DUE: 8/17/2020 DISC: 8/17/2020		1099: N		
		S-20-03 HOPS AROUND TOWN		010 5-131-482	PUBLIC NOTICES	34.65
I-1025607		ZC-20-02 901 S LEWARK	31.98			
7/18/2020	AP	DUE: 8/17/2020 DISC: 8/17/2020		1099: N		
		ZC-20-02 901 S LEWARK		010 5-132-482	PUBLIC NOTICES	31.98
I-1025608		BZA-2020-04 1215 W 12TH	31.98			
7/18/2020	AP	DUE: 8/17/2020 DISC: 8/17/2020		1099: N		
		BZA-2020-04 1215 W 12TH		010 5-132-482	PUBLIC NOTICES	31.98
I-1025683		HOT COFFEY ADVERTISEMENT	99.00			
7/29/2020	AP	DUE: 8/28/2020 DISC: 8/28/2020		1099: N		
		HOT COFFEY ADVERTISEMENT		010 5-131-482	PUBLIC NOTICES	99.00
		=== VENDOR TOTALS ===	474.77			
01-01065 COMMUNITY STATE BANK						
I-202008188526		PRE-PAID VISA CARD-SORTORE	110.00			
8/17/2020	AP	DUE: 9/16/2020 DISC: 9/16/2020		1099: N		
		PRE-PAID VISA CARD-SORTORE		010 5-045-521	SPECIAL EVENTS	110.00
		=== VENDOR TOTALS ===	110.00			
01-52341 COOK DIESEL & AUTOMOTIVE						
I-5351		AIR DRYER ASSY, LABOR	1,022.04			
8/11/2020	AP	DUE: 8/11/2020 DISC: 8/11/2020		1099: N		
		AIR DRYER ASSY, AIR UNION		010 5-041-680	VEHICLE-PARTS	422.04
		R/R AIR DRYER ASSY, AIR LINE		010 5-041-690	VEHICLE-LABOR	600.00
		=== VENDOR TOTALS ===	1,022.04			
01-52347 CORE & MAIN LP						
I-M756831		DROP LID X 12	265.92			
8/11/2020	AP	DUE: 8/11/2020 DISC: 8/11/2020		1099: N		
		DROP LID X 12		900 5-026-555	PLUMBING SUPPLIES	265.92

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01-52347 CORE & MAIN LP		(** CONTINUED **)				
I-M770976		PIPE, FITTINGS	3,969.54			
8/11/2020	AP	DUE: 8/11/2020 DISC: 8/11/2020		1099: N		
		PIPE, FITTINGS		910 5-612-880	MAIN REPLACEMENTS	3,969.54
I-M782221		COUPLING X 4	130.56			
8/05/2020	AP	DUE: 8/05/2020 DISC: 8/05/2020		1099: N		
		COUPLING X 4		900 5-027-555	PLUMBING SUPPLIES	130.56
I-M825842		REPAIR CLAMP X 6	417.12			
8/17/2020	AP	DUE: 8/17/2020 DISC: 8/17/2020		1099: N		
		REPAIR CLAMP X 6		900 5-026-555	PLUMBING SUPPLIES	417.12
		=== VENDOR TOTALS ===	4,783.14			
01-01099 COUNTY LINE SALVAGE, INC. DBA						
I-7578		TOW 2011 FORD FUSION 20-6806	44.00			
7/30/2020	AP	DUE: 7/30/2020 DISC: 7/30/2020		1099: N		
		TOW 2011 FORD FUSION 20-6806		010 5-023-478	PROFESSIONAL SERVICES	44.00
		=== VENDOR TOTALS ===	44.00			
01-57405 COX BUSINESS SERVICES						
I-202008188527		CEMETERY TELEPHONE SERVICE	40.52			
8/13/2020	AP	DUE: 9/12/2020 DISC: 9/12/2020		1099: N		
		CEMETERY TELEPHONE SERVICE		010 5-163-416	COMMUNICATIONS	40.52
I-202008188528		HGC TELEPHONE SERVICE	38.13			
8/13/2020	AP	DUE: 9/12/2020 DISC: 9/12/2020		1099: N		
		HGC TELEPHONE SERVICE		370 5-000-416	COMMUNICATIONS	38.13
I-202008208535		7/20 OPTICAL INTERNET, PRI	4,383.83			
8/18/2020	AP	DUE: 9/17/2020 DISC: 9/17/2020		1099: N		
		7/20 OPTICAL INTERNET		720 5-000-448	EQUIPMENT-RENTAL/SERVICE	3,500.00
		PRIMARY RATE INTERFACE LINES		010 5-131-416	COMMUNICATIONS	477.27
		PRIMARY RATE INTERFACE LINES		900 5-046-416	COMMUNICATIONS	17.68
		PRIMARY RATE INTERFACE LINES		800 5-040-416	COMMUNICATIONS	256.31
		PRIMARY RATE INTERFACE LINES		760 5-000-416	COMMUNICATIONS	8.84
		PRIMARY RATE INTERFACE LINES		370 5-000-416	COMMUNICATIONS	26.51
		PRIMARY RATE INTERFACE LINES		900 5-037-416	COMMUNICATIONS	35.35
		PRIMARY RATE INTERFACE LINES		720 5-000-416	COMMUNICATIONS	17.68
		PRIMARY RATE INTERFACE LINES		900 5-036-416	COMMUNICATIONS	26.51
		PRIMARY RATE INTERFACE LINES		900 5-026-416	COMMUNICATIONS	17.68
		=== VENDOR TOTALS ===	4,462.48			

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01-01212 CUT IT OUT TREE TRIMMING & LAW						
I-536936		7/18/20 WEED LOT MOWING	42.00			
8/04/2020	AP	DUE: 8/04/2020 DISC: 8/04/2020		1099: Y		
		7/18/20 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	42.00
I-536937		1101 W 3RD CURB ABATEMENT	40.00			
8/04/2020	AP	DUE: 8/04/2020 DISC: 8/04/2020		1099: Y		
		1101 W 3RD CURB ABATEMENT		700 5-000-424	CONTRACTUAL AGREEMENTS	40.00
		=== VENDOR TOTALS ===	82.00			
01-52884 DELTA DENTAL OF KANSAS, INC.						
I-1003729202007		7/20 DENTAL PREMIUMS	688.05			
7/31/2020	AP	DUE: 7/31/2020 DISC: 7/31/2020		1099: N		
		7/20 DENTAL PREMIUMS		350 5-716-310	HEALTH INSURANCE	688.05
		=== VENDOR TOTALS ===	688.05			
01-52924 DESIGNS UNLIMITED						
I-6160		T-SHIRT X 20 FOR EMPLOYEES	202.80			
8/11/2020	AP	DUE: 8/11/2020 DISC: 8/11/2020		1099: Y		
		T-SHIRT X 10 FOR EMPLOYEES		010 5-163-515	CLOTHING	101.40
		T-SHIRT X 10 FOR EMPLOYEES		900 5-026-515	CLOTHING	101.40
		=== VENDOR TOTALS ===	202.80			
01-52931 DEZURIK, INC.						
I-RPI/66012270		FREIGHT FOR GEAR UNIT	126.58			
8/01/2020	AP	DUE: 8/01/2020 DISC: 8/01/2020		1099: N		
		FREIGHT FOR GEAR UNIT		910 5-611-850	OTHER EQUIPMENT	126.58
		=== VENDOR TOTALS ===	126.58			
01-01175 DIGITAL CONNECTIONS, INC.						
I-51099		DISPATCH MAINT AGRMNT, COPIES	56.25			
6/04/2020	AP	DUE: 7/04/2020 DISC: 7/04/2020		1099: N		
		DISPATCH MAINT AGRMNT, COPIES		010 5-023-448	EQUIPMENT-RENTAL/SERVICE	56.25
I-51572		DISPATCH MAINT AGRMNT, COPIES	77.79			
8/04/2020	AP	DUE: 9/03/2020 DISC: 9/03/2020		1099: N		
		DISPATCH MAINT AGRMNT, COPIES		010 5-023-448	EQUIPMENT-RENTAL/SERVICE	77.79
I-51612		ED,PP MAINT AGREEMNT,COPIES	78.65			
8/06/2020	AP	DUE: 9/05/2020 DISC: 9/05/2020		1099: N		
		ED MAINT AGREEMNT,COPIES		800 5-020-448	EQUIPMENT-RENTAL/SERVICE	43.96
		PP MAINT AGREEMNT,COPIES		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	34.69

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01-01175 DIGITAL CONNECTIONS, INC. (** CONTINUED **)						
I-51635		PD MAINT AGREEMENT, COPIES	30.29			
8/11/2020	AP	DUE: 9/10/2020 DISC: 9/10/2020		1099: N		
		PD MAINT AGREEMENT, COPIES		010 5-023-448	EQUIPMENT-RENTAL/SERVICE	30.29
		=== VENDOR TOTALS ===	242.98			
01-52993 DOCUMENT DESTRUCTION, INC.						
I-13003		8/4/20 SHREDDING SERVICE	60.00			
8/04/2020	AP	DUE: 9/03/2020 DISC: 9/03/2020		1099: N		
		8/4/20 SHREDDING SERVICE		010 5-017-424	CONTRACTUAL AGREEMENTS	20.00
		8/4/20 SHREDDING SERVICE		010 5-131-424	CONTRACTUAL AGREEMENTS	20.00
		8/4/20 SHREDDING SERVICE		010 5-023-424	CONTRACTUAL AGREEMENTS	20.00
		=== VENDOR TOTALS ===	60.00			
01-01220 DOLLAR TIRE STORE						
I-57489		18X8.50.8 POWER KING	42.50			
7/02/2020	AP	DUE: 8/01/2020 DISC: 8/01/2020		1099: N		
		18X8.50.8 POWER KING		370 5-000-575	TIRES & TUBES	42.50
I-57615		16-650-8 HERCULES	39.95			
7/08/2020	AP	DUE: 8/07/2020 DISC: 8/07/2020		1099: N		
		16-650-8 HERCULES		370 5-000-575	TIRES & TUBES	39.95
I-57619		24" REPAIR WITH FLUID	60.00			
7/08/2020	AP	DUE: 8/07/2020 DISC: 8/07/2020		1099: N		
		24" REPAIR WITH FLUID		010 5-163-575	TIRES & TUBES	60.00
I-57640		25" REPAIR, RING, SERVICE CAL	140.00			
7/09/2020	AP	DUE: 8/08/2020 DISC: 8/08/2020		1099: N		
		25" REPAIR, RING, SERVICE CALL		900 5-037-575	TIRES & TUBES	140.00
I-57698		16" REPAIR	15.00			
7/13/2020	AP	DUE: 8/12/2020 DISC: 8/12/2020		1099: N		
		16" REPAIR		760 5-000-575	TIRES & TUBES	15.00
I-57706		17" REPAIR	15.00			
7/13/2020	AP	DUE: 8/12/2020 DISC: 8/12/2020		1099: N		
		17" REPAIR		010 5-023-575	TIRES & TUBES	15.00
I-57728		17" REPAIR	15.00			
7/14/2020	AP	DUE: 8/13/2020 DISC: 8/13/2020		1099: N		
		17" REPAIR		900 5-026-575	TIRES & TUBES	15.00

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01-01220 DOLLAR TIRE STORE		(** CONTINUED **)				
I-57770		6" REPAIR, TUBE	15.85			
7/16/2020	AP	DUE: 8/15/2020 DISC: 8/15/2020		1099: N		
		6" REPAIR, TUBE		370 5-000-575	TIRES & TUBES	15.85
I-57820		17" REPAIR	15.00			
7/17/2020	AP	DUE: 8/16/2020 DISC: 8/16/2020		1099: N		
		17" REPAIR		010 5-025-575	TIRES & TUBES	15.00
I-57887		15" REPAIR	15.00			
7/21/2020	AP	DUE: 8/20/2020 DISC: 8/20/2020		1099: N		
		15" REPAIR		010 5-045-575	TIRES & TUBES	15.00
I-57897		235/80-16 MASTERTRACK	140.20			
7/22/2020	AP	DUE: 8/21/2020 DISC: 8/21/2020		1099: N		
		235/80-16 MASTERTRACK		010 5-163-575	TIRES & TUBES	140.20
I-57899		18X8.5 POWER KING X 2	80.00			
7/22/2020	AP	DUE: 8/21/2020 DISC: 8/21/2020		1099: N		
		18X8.5 POWER KING X 2		370 5-000-575	TIRES & TUBES	80.00
I-57916		116-16 HERCULES	194.95			
7/22/2020	AP	DUE: 8/21/2020 DISC: 8/21/2020		1099: N		
		116-16 HERCULES		900 5-026-575	TIRES & TUBES	194.95
I-58016		245/70-17 NEXEN X 2	340.40			
7/27/2020	AP	DUE: 8/26/2020 DISC: 8/26/2020		1099: N		
		245/70-17 NEXEN X 2		900 5-027-575	TIRES & TUBES	340.40
I-58019		116-16 HERCULES	194.95			
7/27/2020	AP	DUE: 8/26/2020 DISC: 8/26/2020		1099: N		
		116-16 HERCULES		900 5-027-575	TIRES & TUBES	194.95
		=== VENDOR TOTALS ===	1,323.80			
01-01325 EISELE'S						
I-202008188518		UPS - MIDWEST PONDS	3.00			
8/08/2020	AP	DUE: 9/07/2020 DISC: 9/07/2020		1099: N		
		UPS - MIDWEST PONDS		760 5-000-550	OFFICE SUPPLIES	3.00
		=== VENDOR TOTALS ===	3.00			

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01-53231 ELLIOTT ELECTRIC SUPPLY, INC.						
I-134-16097-01		CONNECTORS,CABLE SLEEVE,LUGS	1,494.59			
8/11/2020	AP	DUE: 8/11/2020 DISC: 8/11/2020		1099: N		
		CONNECTORS,CABLE SLEEVE,LUGS		800 5-020-520	DEPARTMENT SUPPLIES	1,494.59
		=== VENDOR TOTALS ===	1,494.59			
01-53307 ENVIRONMENTAL PRODUCTS & ACCES						
I-247140		LEADER HOSE	95.89			
8/04/2020	AP	DUE: 8/04/2020 DISC: 8/04/2020		1099: Y		
		LEADER HOSE		900 5-027-680	VEHICLE-PARTS	95.89
		=== VENDOR TOTALS ===	95.89			
01-53309 ENVIRONMENTAL SYSTEMS CORPORAT						
I-010646		DAS MAIN AGREEMNT RNWL 20-21	10,200.00			
7/28/2020	AP	DUE: 8/27/2020 DISC: 8/27/2020		1099: N		
		DAS MAIN AGREEMNT RNWL 20-21		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	10,200.00
		=== VENDOR TOTALS ===	10,200.00			
01-53435 FASTENAL COMPANY						
I-KSCOF102678		BITS, TAPS, SCREWS	52.01			
7/29/2020	AP	DUE: 8/28/2020 DISC: 8/28/2020		1099: N		
		BITS, TAPS, SCREWS		010 5-163-520	DEPARTMENT SUPPLIES	52.01
I-KSCOF102714		HEAT SHIELD	6.18			
8/03/2020	AP	DUE: 9/02/2020 DISC: 9/02/2020		1099: N		
		HEAT SHIELD		010 5-163-620	EQUIPMENT MAINTENANCE	6.18
I-KSCOF102751		SCREWS, NUTS, WASHERS	17.52			
8/05/2020	AP	DUE: 9/04/2020 DISC: 9/04/2020		1099: N		
		SCREWS, NUTS, WASHERS		900 5-037-620	EQUIPMENT MAINTENANCE	17.52
I-KSCOF102763		PAINT MARKER X 6	22.96			
8/07/2020	AP	DUE: 9/06/2020 DISC: 9/06/2020		1099: N		
		PAINT MARKER X 6		800 5-020-520	DEPARTMENT SUPPLIES	22.96
I-KSCOF102780		EAR PLUG X 100	31.00			
8/10/2020	AP	DUE: 9/09/2020 DISC: 9/09/2020		1099: N		
		EAR PLUG X 100		010 5-163-570	SAFETY EQUIPMENT	31.00
I-KSCOF102788		WASHERS, SCREWS, NUTS	80.69			
8/11/2020	AP	DUE: 9/10/2020 DISC: 9/10/2020		1099: N		
		WASHERS, SCREWS, NUTS		010 5-163-520	DEPARTMENT SUPPLIES	80.69

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01-53435 FASTENAL COMPANY (** CONTINUED **)						
I-KSCOF102822		FLAT WASHER X 50	10.48			
8/12/2020	AP	DUE: 9/11/2020 DISC: 9/11/2020		1099: N		
		FLAT WASHER X 50		800 5-020-520	DEPARTMENT SUPPLIES	10.48
I-KSCOF102826		SPRING PIN X 4	7.00			
8/13/2020	AP	DUE: 9/12/2020 DISC: 9/12/2020		1099: N		
		SPRING PIN X 4		370 5-000-620	EQUIPMENT MAINTENANCE	7.00
I-KSCOF102835		WYPALL TOWELS X 20 BOXES	104.23			
8/14/2020	AP	DUE: 9/13/2020 DISC: 9/13/2020		1099: N		
		WYPALL TOWELS X 20 BOXES		800 5-020-520	DEPARTMENT SUPPLIES	104.23
I-KSCOF102839		DRILL PRESS VISE	348.75			
8/14/2020	AP	DUE: 9/13/2020 DISC: 9/13/2020		1099: N		
		DRILL PRESS VISE		010 5-163-850	OTHER EQUIPMENT	348.75
		=== VENDOR TOTALS ===	680.82			
01-53470 FEDEX						
I-7-093-46672		TELRAD ANTENNA FOR REPAIR	50.92			
8/13/2020	AP	DUE: 9/12/2020 DISC: 9/12/2020		1099: N		
		TELRAD ANTENNA FOR REPAIR		720 5-000-550	OFFICE SUPPLIES	50.92
		=== VENDOR TOTALS ===	50.92			
01-01410 FOUR STATE MAINTENANCE SUPPLY,						
C-609394		HAND SOAP RETURNED	60.59CR			
8/05/2020	AP	DUE: 8/05/2020 DISC: 8/05/2020		1099: N		
		HAND SOAP RETURNED		800 5-030-520	DEPARTMENT SUPPLIES	60.59CR
I-607328-3		VINYL GLOVES	29.75			
8/05/2020	AP	DUE: 9/04/2020 DISC: 9/04/2020		1099: N		
		VINYL GLOVES		450 5-000-520	DEPARTMENT SUPPLIES	29.75
I-608179		LATEX GLOVES	7.61			
7/15/2020	AP	DUE: 8/14/2020 DISC: 8/14/2020		1099: N		
		LATEX GLOVES		010 5-163-520	DEPARTMENT SUPPLIES	7.61
I-609173		POP UP WIPES	35.63			
7/31/2020	AP	DUE: 8/30/2020 DISC: 8/30/2020		1099: N		
		POP UP WIPES		010 5-023-520	DEPARTMENT SUPPLIES	35.63
I-609298		HAND SOAP	60.59			
8/04/2020	AP	DUE: 9/03/2020 DISC: 9/03/2020		1099: N		
		HAND SOAP		800 5-030-520	DEPARTMENT SUPPLIES	60.59

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01-01410 FOUR STATE MAINTENANCE SUPPLY,(** CONTINUED **)						
I-609484		CENTER PULL TOWELS	62.80			
8/06/2020	AP	DUE: 9/05/2020 DISC: 9/05/2020		1099: N		
		CENTER PULL TOWELS		900 5-036-520	DEPARTMENT SUPPLIES	62.80
		=== VENDOR TOTALS ===	135.79			
01-01499 GARY'S AUTOMOTIVE						
I-202008188519		STARTER, LABOR TO REPLACE	217.80			
8/10/2020	AP	DUE: 9/09/2020 DISC: 9/09/2020		1099: Y		
		STARTER		010 5-025-680	VEHICLE-PARTS	132.80
		R/R STARTER, LUBE FLYWHEEL		010 5-025-690	VEHICLE-LABOR	85.00
I-202008188529		BRAKE ROTORS, PADS, LABOR	489.00			
8/05/2020	AP	DUE: 9/04/2020 DISC: 9/04/2020		1099: Y		
		BRAKE ROTORS, PADS		010 5-023-680	VEHICLE-PARTS	319.00
		R/R ROTORS, PADS		010 5-023-690	VEHICLE-LABOR	170.00
		=== VENDOR TOTALS ===	706.80			
01-54017 GRAND RIVER DAM AUTHORITY						
I-55,173		7/20 POWER PURCHASE	2,753,455.23			
8/04/2020	AP	DRAFT 8/21/2020		1099: N		
		7/20 POWER PURCHASE-LINDE		800 5-070-538	ENERGY-PURCHASE FIRM	2,090,851.53
		7/20 POWER PURCHASE-CITY		800 5-030-538	ENERGY-PURCHASE FIRM	662,698.20
		7/20 MARGINAL GROWTH		840 4-180-213	GRDA MARGINAL GROWTH CRE	109.50CR
		WIRE FEE		800 5-030-478	PROFESSIONAL SERVICES	15.00
		=== VENDOR TOTALS ===	2,753,455.23			
01-54032 GRAYBAR ELECTRIC COMPANY, INC.						
I-9316882098		CURVED WASHERS, SQUARE WASHER	618.87			
7/20/2020	AP	DUE: 7/20/2020 DISC: 7/20/2020		1099: N		
		CURVED WASHERS, SQUARE WASHERS		720 5-000-850	OTHER EQUIPMENT	618.87
I-9316988973		OVAL EYE NUT X 100	183.46			
7/27/2020	AP	DUE: 7/27/2020 DISC: 7/27/2020		1099: N		
		OVAL EYE NUT X 100		720 5-000-850	OTHER EQUIPMENT	183.46
I-9317027406		FIBER POLE HARDWARE	354.86			
7/28/2020	AP	DUE: 7/28/2020 DISC: 7/28/2020		1099: N		
		FIBER POLE HARDWARE		720 5-000-850	OTHER EQUIPMENT	354.86
		=== VENDOR TOTALS ===	1,157.19			

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01-01680 HALL, LEVY, DEVORE, BELL,						
I-202008188520		7/20 CITY PROSECUTOR	1,039.50			
8/10/2020	AP	DUE: 9/09/2020 DISC: 9/09/2020		1099: Y		
		7/20 CITY PROSECUTOR		010 5-013-478	PROFESSIONAL SERVICES	1,039.50
I-202008188521		7/20 LEGAL SERVICES	3,474.70			
8/10/2020	AP	DUE: 9/09/2020 DISC: 9/09/2020		1099: Y		
		7/20 LEGAL SERVICES		010 5-013-478	PROFESSIONAL SERVICES	3,474.70
		=== VENDOR TOTALS ===	4,514.20			
01-01750 HEYMANN IRON & METAL						
I-0016612		SCRAP METAL	8.80			
8/14/2020	AP	DUE: 9/13/2020 DISC: 9/13/2020		1099: Y		
		SCRAP METAL		010 5-163-520	DEPARTMENT SUPPLIES	8.80
		=== VENDOR TOTALS ===	8.80			
01-01770 HILLCREST GOLF COURSE PETTY CA						
I-1490		7 CASES OF BEER FROM LDF SALE	165.85			
8/11/2020	AP	DUE: 9/10/2020 DISC: 9/10/2020		1099: N		
		7 CASES OF BEER FROM LDF SALES		370 5-000-506	BEER-GOLF COURSE	165.85
I-1491		9 CASES OF BEER FROM BEST BVG	204.20			
8/11/2020	AP	DUE: 9/10/2020 DISC: 9/10/2020		1099: N		
		9 CASES OF BEER FROM BEST BVG		370 5-000-506	BEER-GOLF COURSE	204.20
I-1492		12 CASES OF BEER FROM BEST BV	257.20			
8/18/2020	AP	DUE: 9/17/2020 DISC: 9/17/2020		1099: N		
		12 CASES OF BEER FROM BEST BVG		370 5-000-506	BEER-GOLF COURSE	257.20
		=== VENDOR TOTALS ===	627.25			
01-54630 HUGO'S INDUSTRIAL SUPPLY, INC.						
I-244606		COIN ENVELOPES, PAPER CLIPS	39.15			
8/07/2020	AP	DUE: 9/06/2020 DISC: 9/06/2020		1099: N		
		COIN ENVELOPES		010 5-016-550	OFFICE SUPPLIES	24.75
		PAPER CLIPS		010 5-131-550	OFFICE SUPPLIES	14.40
I-244844		TONER CARTRIDGE X 2	205.32			
8/11/2020	AP	DUE: 9/10/2020 DISC: 9/10/2020		1099: N		
		TONER CARTRIDGE X 2		900 5-036-550	OFFICE SUPPLIES	205.32
		=== VENDOR TOTALS ===	244.47			

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01-54685 IBT, INC.						
I-7692582		SPINDLE BEARING X 2	33.30			
8/05/2020	AP	DUE: 9/04/2020 DISC: 9/04/2020		1099: N		
		SPINDLE BEARING X 2		370 5-000-620	EQUIPMENT MAINTENANCE	33.30
I-7692583		BEARING X 4	248.16			
8/05/2020	AP	DUE: 9/04/2020 DISC: 9/04/2020		1099: N		
		BEARING X 4		010 5-163-620	EQUIPMENT MAINTENANCE	248.16
I-7695452		SEALS X 2-PS BACKHOE	133.40			
8/11/2020	AP	DUE: 9/10/2020 DISC: 9/10/2020		1099: N		
		SEALS X 2-PS BACKHOE		800 5-020-572	SUPPLIES-OTHER	133.40
		=== VENDOR TOTALS ===	414.86			
01-54965 INTERNATIONAL CODE COUNCIL, IN						
I-1001220983		TRAINING MANUAL X 9	547.14			
7/31/2020	AP	DUE: 8/30/2020 DISC: 8/30/2020		1099: N		
		TRAINING MANUAL X 9		010 5-045-444	DUES/SUBSCRIPTION/PUBLIC	547.14
		=== VENDOR TOTALS ===	547.14			
01-55060 INTERTECH FILTRATION SYSTEMS						
I-65424		FILTER X 72-GEN #2	328.32			
8/07/2020	AP	DUE: 9/06/2020 DISC: 9/06/2020		1099: N		
		FILTER X 72-GEN #2		800 5-030-620	EQUIPMENT MAINTENANCE	328.32
		=== VENDOR TOTALS ===	328.32			
01-59550 JOE SMITH COMPANY, INC.						
I-184322		NUTS, JERKY, CUPS	166.38			
8/05/2020	AP	DUE: 9/04/2020 DISC: 9/04/2020		1099: N		
		NUTS, JERKY, CUPS		370 5-000-507	CONCESSIONS	166.38
		=== VENDOR TOTALS ===	166.38			
01-55993 JOSLYN KUSIAK						
I-202008188530		7/20/20 PRO TEM JUDGE	32.00			
8/05/2020	AP	DUE: 8/05/2020 DISC: 8/05/2020		1099: Y		
		7/20/20 PRO TEM JUDGE		010 5-013-478	PROFESSIONAL SERVICES	32.00
		=== VENDOR TOTALS ===	32.00			

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01-59958 KANSAS FEDERAL SURPLUS PROPERT						
I-2395		2002 FORD E350	3,550.00			
8/03/2020	AP	DUE: 8/03/2020 DISC: 8/03/2020		1099: N		
		2002 FORD E350		230 5-000-875	VEHICLES	3,550.00
		=== VENDOR TOTALS ===	3,550.00			
01-59960 KANSAS STATE TREASURER						
I-202008188531		7/20 FEES, SURCHARGES	802.00			
7/31/2020	AP	DUE: 8/30/2020 DISC: 8/30/2020		1099: N		
		7/20 JUDICIAL EDUCATION		010 5-013-460	PAYMENTS TO STATE AGENCY	34.27
		7/20 LAW ENFORCEMENT TRNG		010 5-013-460	PAYMENTS TO STATE AGENCY	767.73
		=== VENDOR TOTALS ===	802.00			
01-55379 KANSASLAND TIRE WHOLESALE						
I-9185		265/70R17, 235/75R17 WRANGLER	616.18			
7/01/2020	AP	DUE: 7/01/2020 DISC: 7/01/2020		1099: N		
		265/70R17 WRANGLER X 2		010 5-023-575	TIRES & TUBES	335.38
		235/75R17 WRANGLER X 2		010 5-023-575	TIRES & TUBES	280.80
		=== VENDOR TOTALS ===	616.18			
01-55740 KMGA GAS SUPPLY OPERATING FUND						
I-KMGA-CO-2020-07		7/20-ESTIMATED GAS CHARGES	112,544.02			
8/05/2020	AP	DUE: 9/04/2020 DISC: 9/04/2020		1099: N		
		7/20-ESTIMATED GAS CHARGES		800 5-030-535	FUEL-GAS PURCHASE	112,544.02
		=== VENDOR TOTALS ===	112,544.02			
01-58940 LABORATORY CORPORATION OF AMER						
I-66737427		POST-ACCIDENT DRUG SCREEN X 2	154.50			
8/01/2020	AP	DUE: 8/31/2020 DISC: 8/31/2020		1099: N		
		POST-ACCIDENT DRUG SCREEN		900 5-027-478	PROFESSIONAL SERVICES	77.25
		POST-ACCIDENT DRUG SCREEN		900 5-037-478	PROFESSIONAL SERVICES	77.25
		=== VENDOR TOTALS ===	154.50			

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01-56270 LAW ENFORCEMENT SYSTEMS, INC.						
I-211132		PARKING VIOLATION LABEL X 250	88.00			
8/04/2020	AP	DUE: 9/03/2020 DISC: 9/03/2020		1099: N		
		PARKING VIOLATION LABEL X 250		010 5-023-550	OFFICE SUPPLIES	88.00
		=== VENDOR TOTALS ===	88.00			
01-56500 LOCKE SUPPLY COMPANY						
I-41024848-00		CONTACTOR, TRANSFORMER	132.16			
8/18/2020	AP	DUE: 9/17/2020 DISC: 9/17/2020		1099: N		
		CONTACTOR, TRANSFORMER		010 5-071-520	DEPARTMENT SUPPLIES	132.16
		=== VENDOR TOTALS ===	132.16			
01-56777 MARTIN'S FLAG COMPANY LLC						
I-29619		4 X 6 CUSTOM FLAG X 6	431.73			
8/11/2020	AP	DUE: 9/10/2020 DISC: 9/10/2020		1099: Y		
		4 X 6 CUSTOM FLAG X 6		010 5-023-520	DEPARTMENT SUPPLIES	431.73
		=== VENDOR TOTALS ===	431.73			
01-56558 MCCARTY'S OFFICE MACHINES, INC						
I-V81716-00		COPY PAPER	40.50			
8/05/2020	AP	DUE: 9/04/2020 DISC: 9/04/2020		1099: N		
		COPY PAPER		800 5-030-550	OFFICE SUPPLIES	40.50
		=== VENDOR TOTALS ===	40.50			
01-56909 METRO COURIER, INC.						
I-0138200-IN		LAB TEST TO KDHE	31.24			
7/31/2020	AP	DUE: 7/31/2020 DISC: 7/31/2020		1099: N		
		LAB TEST TO KDHE		900 5-036-550	OFFICE SUPPLIES	31.24
		=== VENDOR TOTALS ===	31.24			
01-57073 MIDWEST ELECTRIC TRANSFORMERS						
I-15567		REWIND/RPR 1500 KVA TRANSFRMR	32,908.50			
8/13/2020	AP	DUE: 8/13/2020 DISC: 8/13/2020		1099: N		
		REWIND/RPR 1500 KVA TRANSFRMR		800 5-020-870	TRANSFORMERS	32,908.50
		=== VENDOR TOTALS ===	32,908.50			

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01-57100 MIDWEST MINERALS, LLC						
C-446892C		RETURN 14.38 TON OF SCA-4	182.63CR			
8/06/2020	AP	DUE: 8/06/2020 DISC: 8/06/2020		1099: N		
		RETURN 14.38 TON OF SCA-4		800 5-020-565	ROCK-SAND-DIRT	182.63CR
I-448015		10.08 TON OF AB-3	94.25			
8/03/2020	AP	DUE: 9/02/2020 DISC: 9/02/2020		1099: N		
		10.08 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	94.25
I-448555		48.36 TON SCA-4, AB3 ROCK	598.61			
8/04/2020	AP	DUE: 9/03/2020 DISC: 9/03/2020		1099: N		
		48.36 TON SCA-4, AB3 ROCK		800 5-030-565	ROCK-SAND-DIRT	598.61
I-448556		14.49 TON SCA-4 ROCK-ED	184.02			
8/04/2020	AP	DUE: 9/03/2020 DISC: 9/03/2020		1099: N		
		14.49 TON SCA-4 ROCK-ED		800 5-020-565	ROCK-SAND-DIRT	184.02
I-448815		28.80 TON OF AB-3	269.28			
8/05/2020	AP	DUE: 9/04/2020 DISC: 9/04/2020		1099: N		
		28.80 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	269.28
I-449235		14.38 TON AB3 ROCK-ED	182.63			
8/06/2020	AP	DUE: 9/05/2020 DISC: 9/05/2020		1099: N		
		14.38 TON AB3 ROCK-ED		800 5-020-565	ROCK-SAND-DIRT	182.63
I-449943		9.13 TON OF AB-3	85.37			
8/10/2020	AP	DUE: 9/09/2020 DISC: 9/09/2020		1099: N		
		9.13 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	85.37
I-449944		37.23 TON AB3 ROCK	348.11			
8/10/2020	AP	DUE: 9/09/2020 DISC: 9/09/2020		1099: N		
		4.08 TON AB3 ROCK-ED		800 5-020-565	ROCK-SAND-DIRT	38.15
		4.08 TON AB3 ROCK-PP		800 5-030-565	ROCK-SAND-DIRT	309.96
I-450215		29.32 TON OF AB-3	274.14			
8/11/2020	AP	DUE: 9/10/2020 DISC: 9/10/2020		1099: N		
		29.32 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	274.14
I-450492		18.97 TON OF AB-3	177.37			
8/12/2020	AP	DUE: 9/11/2020 DISC: 9/11/2020		1099: N		
		18.97 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	177.37
I-451188		9.73 TON OF AB-3	90.98			
8/14/2020	AP	DUE: 9/13/2020 DISC: 9/13/2020		1099: N		
		9.73 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	90.98
		=== VENDOR TOTALS ===	2,122.13			

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01-57320 MONTGOMERY COUNTY REGISTER OF						
I-202008188522		DEED COPY	3.00			
8/06/2020	AP	DUE: 9/05/2020 DISC: 9/05/2020		1099: N		
		DEED COPY		010 5-071-478	PROFESSIONAL SERVICES	3.00
		=== VENDOR TOTALS ===	3.00			
01-57476 MUSKOGEE MARBLE & GRANITE						
I-202008188523		REPLACE DAMAGED STONE	1,195.00			
8/18/2020	AP	DUE: 8/18/2020 DISC: 8/18/2020		1099: N		
		REPLACE DAMAGED STONE		010 5-163-484	REIMBURSEMENTS	1,195.00
		=== VENDOR TOTALS ===	1,195.00			
01-02689 NO LIMIT POWERSPORTS - JON'S						
I-2836		FORK X 2	116.00			
7/28/2020	AP	DUE: 7/28/2020 DISC: 7/28/2020		1099: N		
		FORK X 2		010 5-163-620	EQUIPMENT MAINTENANCE	116.00
I-2850		BELT X 2	77.30			
8/03/2020	AP	DUE: 8/03/2020 DISC: 8/03/2020		1099: N		
		BELT X 2		010 5-163-620	EQUIPMENT MAINTENANCE	77.30
I-2865		SPINDLE SHAFT ASSEMBLY	34.10			
8/10/2020	AP	DUE: 8/10/2020 DISC: 8/10/2020		1099: N		
		SPINDLE SHAFT ASSEMBLY		010 5-163-620	EQUIPMENT MAINTENANCE	34.10
		=== VENDOR TOTALS ===	227.40			
01-02720 O'REILLY AUTOMOTIVE, INC.						
C-0144-366984		RETURNED BRAKE HOSE X 2	59.31CR			
8/11/2020	AP	DUE: 8/11/2020 DISC: 8/11/2020		1099: N		
		RETURNED BRAKE HOSE X 2		800 5-030-680	VEHICLE-PARTS	59.31CR
I-0144-364569		ADAPTER, CONNECTOR	30.48			
7/28/2020	AP	DUE: 8/27/2020 DISC: 8/27/2020		1099: N		
		ADAPTER, CONNECTOR		010 5-163-620	EQUIPMENT MAINTENANCE	30.48
I-0144-365903		BULB X 2	11.80			
8/04/2020	AP	DUE: 9/03/2020 DISC: 9/03/2020		1099: N		
		BULB X 2		010 5-045-680	VEHICLE-PARTS	11.80
I-0144-366247		FUEL/WATER SEPARATOR, FILTERS	65.39			
8/06/2020	AP	DUE: 9/05/2020 DISC: 9/05/2020		1099: N		
		FUEL/WATER SEPARATOR, FILTERS		010 5-163-680	VEHICLE-PARTS	65.39

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01-02720 O'REILLY AUTOMOTIVE, INC. (** CONTINUED **)						
I-0144-366373		WHEEL CYLINDER	12.55			
8/07/2020	AP	DUE: 9/06/2020 DISC: 9/06/2020		1099: N		
		WHEEL CYLINDER		010 5-045-680	VEHICLE-PARTS	12.55
I-0144-366392		BRAKE HOSE X 2	64.82			
8/07/2020	AP	DUE: 9/06/2020 DISC: 9/06/2020		1099: N		
		BRAKE HOSE X 2		800 5-030-680	VEHICLE-PARTS	64.82
I-0144-366829		BRAKE ROTOR,GEAR LUBE,FLUID	312.96			
8/10/2020	AP	DUE: 9/09/2020 DISC: 9/09/2020		1099: N		
		BRAKE ROTOR X 2		800 5-030-680	VEHICLE-PARTS	274.50
		GEAR LUBE, BRAKE FLUID X 2		800 5-030-545	MOTOR FUELS/LUBRICANTS	38.46
I-0144-367001		FUEL FILTER, OIL FILTER	30.51			
8/11/2020	AP	DUE: 9/10/2020 DISC: 9/10/2020		1099: N		
		FUEL FILTER, OIL FILTER		010 5-163-680	VEHICLE-PARTS	30.51
I-0144-367162		BUSHING X 4	78.00			
8/12/2020	AP	DUE: 9/11/2020 DISC: 9/11/2020		1099: N		
		BUSHING X 4		900 5-037-680	VEHICLE-PARTS	78.00
I-0144-367166		HINGE PIN KIT X 2	15.26			
8/12/2020	AP	DUE: 9/11/2020 DISC: 9/11/2020		1099: N		
		HINGE PIN KIT X 2		010 5-163-680	VEHICLE-PARTS	15.26
I-0144-367337		LOCKNUT SOCKET	33.88			
8/13/2020	AP	DUE: 9/12/2020 DISC: 9/12/2020		1099: N		
		LOCKNUT SOCKET		800 5-030-580	TOOLS	33.88
		=== VENDOR TOTALS ===	596.34			
01-02700 O.K. ELECTRIC WORKS, INC.						
I-16801		MOTOR FOR RAW #1 (REPLACEMENT	6,829.00			
7/31/2020	AP	DUE: 8/30/2020 DISC: 8/30/2020		1099: N		
		MOTOR FOR RAW #1 (REPLACEMENT)		900 5-036-850	OTHER EQUIPMENT	6,829.00
I-16817		TRANSFORMER FAN REPAIRED	131.40			
8/13/2020	AP	DUE: 9/12/2020 DISC: 9/12/2020		1099: N		
		TRANSFORMER FAN REPAIRED		800 5-020-620	EQUIPMENT MAINTENANCE	131.40
		=== VENDOR TOTALS ===	6,960.40			

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01-02727 ORSCHELN COFFEYVILLE 36						
I-014563		HOOK CHAIN CLEVIS X 2	8.98			
7/16/2020	AP	DUE: 7/16/2020 DISC: 7/16/2020		1099: N		
		HOOK CHAIN CLEVIS X 2		900 5-027-520	DEPARTMENT SUPPLIES	8.98
I-014731		ANTIFREEZE X 2	6.98			
7/17/2020	AP	DUE: 7/17/2020 DISC: 7/17/2020		1099: N		
		ANTIFREEZE X 2		010 5-163-590	VEHICLE-EQUIP SUPPLIES	3.49
		ANTIFREEZE X 2		010 5-163-590	VEHICLE-EQUIP SUPPLIES	3.49
I-015957		SCREWS, BITS	68.94			
7/23/2020	AP	DUE: 7/23/2020 DISC: 7/23/2020		1099: N		
		SCREWS, BITS		760 5-000-520	DEPARTMENT SUPPLIES	68.94
I-015973		ORGANIZER BOX, CHAIN OIL	17.98			
7/23/2020	AP	DUE: 7/23/2020 DISC: 7/23/2020		1099: N		
		ORGANIZER BOX		010 5-163-520	DEPARTMENT SUPPLIES	9.99
		CHAIN OIL		010 5-163-545	MOTOR FUELS/LUBRICANTS	7.99
I-016183		DECK SCREWS, BIT	16.98			
7/24/2020	AP	DUE: 7/24/2020 DISC: 7/24/2020		1099: N		
		DECK SCREWS, BIT		010 5-163-520	DEPARTMENT SUPPLIES	16.98
I-016853		PINS, NUTS, BOLTS, WASHERS	12.05			
7/27/2020	AP	DUE: 7/27/2020 DISC: 7/27/2020		1099: N		
		PINS, NUTS, BOLTS, WASHERS		010 5-163-620	EQUIPMENT MAINTENANCE	12.05
I-017395		3" COUPLING-WJP	7.96			
7/31/2020	AP	DUE: 7/31/2020 DISC: 7/31/2020		1099: N		
		3" COUPLING-WJP		900 5-026-572	SUPPLIES-OTHER	7.96
I-018089		5 GALLON WATER COOLER	37.99			
8/03/2020	AP	DUE: 8/03/2020 DISC: 8/03/2020		1099: N		
		5 GALLON WATER COOLER		010 5-163-520	DEPARTMENT SUPPLIES	37.99
I-018447		PIPE FOR K9 TRAINING AID	3.49			
8/04/2020	AP	DUE: 8/04/2020 DISC: 8/04/2020		1099: N		
		PIPE FOR K9 TRAINING AID		010 5-023-520	DEPARTMENT SUPPLIES	3.49
I-019731		K9 FOOD	51.99			
8/12/2020	AP	DUE: 8/12/2020 DISC: 8/12/2020		1099: N		
		K9 FOOD		010 5-023-520	DEPARTMENT SUPPLIES	51.99
I-019865		RATCHET STRAP, CABLE TIES	24.03			
8/13/2020	AP	DUE: 8/13/2020 DISC: 8/13/2020		1099: N		
		RATCHET STRAP, CABLE TIES		760 5-000-520	DEPARTMENT SUPPLIES	24.03

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01-02727 ORSCHELN COFFEYVILLE 36 (** CONTINUED **)						
I-020483		K9 FOOD	52.99			
8/01/2020	AP	DUE: 8/01/2020 DISC: 8/01/2020		1099: N		
		K9 FOOD		010 5-023-520	DEPARTMENT SUPPLIES	52.99
I-029366		PORT FITTING	5.99			
7/22/2020	AP	DUE: 7/22/2020 DISC: 7/22/2020		1099: N		
		PORT FITTING		010 5-163-520	DEPARTMENT SUPPLIES	5.99
		=== VENDOR TOTALS ===	316.35			
01-58000 OZARKS COCA-COLA/DR. PEPPER BO						
I-26644847		SYRUP X 3 CASES	242.03			
8/06/2020	AP	DUE: 8/06/2020 DISC: 8/06/2020		1099: N		
		SYRUP X 3 CASES		450 5-000-507	CONCESSIONS	242.03
I-26650357		20 OZ, TEA X 14 CASES	283.92			
8/13/2020	AP	DUE: 8/13/2020 DISC: 8/13/2020		1099: N		
		20 OZ, TEA X 14 CASES		370 5-000-507	CONCESSIONS	283.92
		=== VENDOR TOTALS ===	525.95			
01-58037 PACE ANALYTICAL SERVICES, INC.						
I-2060111798		LAB TEST FOR WWTP	168.00			
8/06/2020	AP	DUE: 9/05/2020 DISC: 9/05/2020		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	168.00
I-2060111816		LAB TEST FOR WWTP	128.00			
8/06/2020	AP	DUE: 9/05/2020 DISC: 9/05/2020		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	128.00
I-2060112098		LAB TEST FOR WWTP	155.00			
8/12/2020	AP	DUE: 9/11/2020 DISC: 9/11/2020		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	155.00
		=== VENDOR TOTALS ===	451.00			
01-58153 PEAK UPTIME						
I-57514		RESOLVE REPLICATION JOB ISSUE	112.50			
7/31/2020	AP	DUE: 7/31/2020 DISC: 7/31/2020		1099: N		
		RESOLVE REPLICATION JOB ISSUE		010 5-018-424	CONTRACTUAL AGREEMENTS	112.50
I-57573		9/20 CLOUD BACKUP STORAGE	260.00			
8/19/2020	AP	DUE: 8/19/2020 DISC: 8/19/2020		1099: N		
		9/20 CLOUD BACKUP STORAGE		010 5-018-424	CONTRACTUAL AGREEMENTS	260.00
		=== VENDOR TOTALS ===	372.50			

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01-58180 PEREGRINE CORPORATION						
I-403484		7/28/20 UTILITY BILL PRINTING	654.41			
7/29/2020	AP	DUE: 7/29/2020 DISC: 7/29/2020		1099: N		
		7/28/20 UTILITY BILL PRINTING		010 5-017-478	PROFESSIONAL SERVICES	654.41
I-404002		7/29/20 LATE NOTICES	263.69			
8/04/2020	AP	DUE: 8/04/2020 DISC: 8/04/2020		1099: N		
		7/29/20 LATE NOTICES		010 5-017-478	PROFESSIONAL SERVICES	263.69
I-404807		8/7/20 UTILITY BILL PRINTING	1,217.52			
8/11/2020	AP	DUE: 8/11/2020 DISC: 8/11/2020		1099: N		
		8/7/20 UTILITY BILL PRINTING		010 5-017-478	PROFESSIONAL SERVICES	1,217.52
I-404834		8/7/20 LATE NOTICES	253.79			
8/11/2020	AP	DUE: 8/11/2020 DISC: 8/11/2020		1099: N		
		8/7/20 LATE NOTICES		010 5-017-478	PROFESSIONAL SERVICES	253.79
		=== VENDOR TOTALS ===	2,389.41			
01-58297 PIONEER INDUSTRIAL CORPORATION						
I-118152		SPLIT SEAL X 2, SEAL KIT-RAW	5,313.11			
8/04/2020	AP	DUE: 8/04/2020 DISC: 8/04/2020		1099: N		
		SPLIT SEAL X 2, SEAL KIT-RAW 2		900 5-036-850	OTHER EQUIPMENT	5,313.11
		=== VENDOR TOTALS ===	5,313.11			
01-58389 POLSINELLI PC						
I-1788251		4/20-LEGAL SVC-8760 GROUP	3,846.51			
5/06/2020	AP	DUE: 5/06/2020 DISC: 5/06/2020		1099: Y		
		4/20-LEGAL SVC-8760 GROUP		800 5-030-478	PROFESSIONAL SERVICES	3,846.51
I-1824973		5-6/20-LEGAL SVC-8760 GROUP	5,662.64			
8/07/2020	AP	DUE: 8/07/2020 DISC: 8/07/2020		1099: Y		
		5-6/20-LEGAL SVC-8760 GROUP		800 5-030-478	PROFESSIONAL SERVICES	5,662.64
		=== VENDOR TOTALS ===	9,509.15			
01-58469 PRESTO-X						
I-7632833		PEST CONTROL - LIBRARY	31.00			
8/11/2020	AP	DUE: 8/11/2020 DISC: 8/11/2020		1099: N		
		PEST CONTROL - LIBRARY		020 5-140-424	CONTRACTUAL AGREEMENTS	31.00
I-7695211		PEST CONTROL - POOL	36.00			
8/18/2020	AP	DUE: 8/18/2020 DISC: 8/18/2020		1099: N		
		PEST CONTROL - POOL		450 5-000-424	CONTRACTUAL AGREEMENTS	36.00

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01-58469 PRESTO-X		(** CONTINUED **)				
I-7695212		PEST CONTROL - HGC	26.00			
8/18/2020	AP	DUE: 8/18/2020 DISC: 8/18/2020		1099: N		
		PEST CONTROL - HGC		370 5-000-424	CONTRACTUAL AGREEMENTS	26.00
		=== VENDOR TOTALS ===	93.00			
01-03004 PROPERTIES IN THE VILLE						
I-R-20-53		ADDITIONAL LOAN-1105 W 9TH	20,000.00			
8/12/2020	AP	MANUAL CK# 003794 8/12/2020		1099: N		
		ADDITIONAL LOAN-1105 W 9TH		420 5-925-424	CONTRACTUAL AGREEMENTS	20,000.00
		=== VENDOR TOTALS ===	20,000.00			
01-03227 R & R LAWN CARE LLC						
I-866359		8/5/20 WEED LOT MOWING	364.00			
8/06/2020	AP	DUE: 8/06/2020 DISC: 8/06/2020		1099: Y		
		8/5/20 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	364.00
I-866360		8/5/20 WEED LOT MOWING	336.00			
8/06/2020	AP	DUE: 8/06/2020 DISC: 8/06/2020		1099: Y		
		8/5/20 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	336.00
I-866363		8/16/20 WEED LOT MOWING	266.00			
8/16/2020	AP	DUE: 8/16/2020 DISC: 8/16/2020		1099: Y		
		8/16/20 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	266.00
I-866364		8/16/20 WEED LOT MOWING	210.00			
8/16/2020	AP	DUE: 8/16/2020 DISC: 8/16/2020		1099: Y		
		8/16/20 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	210.00
I-866365		8/16/20 WEED LOT MOWING	294.00			
8/16/2020	AP	DUE: 8/16/2020 DISC: 8/16/2020		1099: Y		
		8/16/20 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	294.00
I-866366		8/16/20 WEED LOT MOWING	266.00			
8/16/2020	AP	DUE: 8/16/2020 DISC: 8/16/2020		1099: Y		
		8/16/20 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	266.00
		=== VENDOR TOTALS ===	1,736.00			

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01-58850 REPUBLIC SERVICES #376						
I-0376-000413081		7/20 RESIDENTIAL SERVICE	34,297.72			
7/25/2020	AP	DUE: 7/25/2020 DISC: 7/25/2020		1099: N		
		7/20 RESIDENTIAL SERVICE		700 5-000-478	PROFESSIONAL SERVICES	34,297.72
I-0376-000413269		8/20 CITY CONTRACT	1,768.62			
7/31/2020	AP	DUE: 7/31/2020 DISC: 7/31/2020		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		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
		AQUATIC CENTER		450 5-000-424	CONTRACTUAL AGREEMENTS	60.51
		HILLCREST GOLF COURSE		370 5-000-424	CONTRACTUAL AGREEMENTS	106.98
		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 ===	36,066.34			
01-03217 ROGER L. GOSSARD						
I-202008188524		8/20 INDIGENT DEFENDER	800.00			
8/13/2020	AP	DUE: 8/13/2020 DISC: 8/13/2020		1099: Y		
		8/20 INDIGENT DEFENDER		010 5-013-478	PROFESSIONAL SERVICES	800.00
		=== VENDOR TOTALS ===	800.00			

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01-58970 ROMANS MOTOR COMPANY, INC.						
I-5001906		VALVE	30.43			
8/07/2020	AP	DUE: 9/06/2020 DISC: 9/06/2020		1099: N		
		VALVE		010 5-163-680	VEHICLE-PARTS	30.43
I-5001942		HOSE, SEALS	62.09			
8/11/2020	AP	DUE: 9/10/2020 DISC: 9/10/2020		1099: N		
		HOSE, SEALS		010 5-163-680	VEHICLE-PARTS	62.09
		=== VENDOR TOTALS ===	92.52			
01-58971 ROMANS OUTDOOR POWER, INC.						
I-IC118200		IDLER ASSEMBLY	99.26			
8/18/2020	AP	DUE: 8/18/2020 DISC: 8/18/2020		1099: N		
		IDLER ASSEMBLY		370 5-000-620	EQUIPMENT MAINTENANCE	99.26
		=== VENDOR TOTALS ===	99.26			
01-59163 SCHAEFFER MANUFACTURING COMPAN						
I-JX9740		HYDRAULIC OIL, GREASE	1,089.83			
8/03/2020	AP	DUE: 8/03/2020 DISC: 8/03/2020		1099: N		
		HYDRAULIC OIL, GREASE		370 5-000-545	MOTOR FUELS/LUBRICANTS	1,089.83
		=== VENDOR TOTALS ===	1,089.83			
01-03460 SHERWIN WILLIAMS COMPANY						
I-6927-6		WHITE STREET PAINT X 5 GAL	125.95			
8/03/2020	AP	DUE: 9/02/2020 DISC: 9/02/2020		1099: N		
		WHITE STREET PAINT X 5 GAL		010 5-163-520	DEPARTMENT SUPPLIES	125.95
I-6929-2		WHITE STREET PAINT X 5 GAL	125.95			
8/03/2020	AP	DUE: 9/02/2020 DISC: 9/02/2020		1099: N		
		WHITE STREET PAINT X 5 GAL		010 5-163-520	DEPARTMENT SUPPLIES	125.95
I-7146-2		PAIL X 4	16.97			
8/12/2020	AP	DUE: 9/11/2020 DISC: 9/11/2020		1099: N		
		PAIL X 4		010 5-163-520	DEPARTMENT SUPPLIES	16.97
I-7290-8		WHITE STREET PAINT X 5 GAL	125.95			
8/17/2020	AP	DUE: 9/16/2020 DISC: 9/16/2020		1099: N		
		WHITE STREET PAINT X 5 GAL		010 5-163-520	DEPARTMENT SUPPLIES	125.95
I-7307-0		WHITE STREET PAINT X 25 GAL	629.75			
8/17/2020	AP	DUE: 9/16/2020 DISC: 9/16/2020		1099: N		
		WHITE STREET PAINT X 25 GAL		010 5-163-520	DEPARTMENT SUPPLIES	629.75
		=== VENDOR TOTALS ===	1,024.57			

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01-59035 SMC ELECTRIC SUPPLY						
I-51071160-00		WIRE PULLING GEL	87.17			
8/04/2020	AP	DUE: 9/03/2020 DISC: 9/03/2020		1099: N		
		WIRE PULLING GEL		800 5-020-545	MOTOR FUELS/LUBRICANTS	87.17
I-51071197-00		WASP & HORNET SPRAY X 6	41.78			
8/12/2020	AP	DUE: 9/11/2020 DISC: 9/11/2020		1099: N		
		WASP & HORNET SPRAY X 6		800 5-020-520	DEPARTMENT SUPPLIES	41.78
		=== VENDOR TOTALS ===	128.95			
01-59800 SOUTHWESTERN POWER ADMINISTRAT						
I-20-797		7/20 ENERGY PURCHASE	16,912.88			
8/12/2020	AP	DUE: 9/11/2020 DISC: 9/11/2020		1099: N		
		7/20 ENERGY PURCHASE		800 5-030-538	ENERGY-PURCHASE FIRM	16,912.88
		=== VENDOR TOTALS ===	16,912.88			
01-03717 STEPHENS VENDING CORPORATION						
I-20416		CANDY, CHIPS	81.60			
8/11/2020	AP	DUE: 8/11/2020 DISC: 8/11/2020		1099: N		
		CANDY, CHIPS		370 5-000-507	CONCESSIONS	81.60
		=== VENDOR TOTALS ===	81.60			
01-03645 STRIMPLE SIGN & OUTDOOR POWER,						
I-32038		OIL, FILTER-MOWER	36.68			
8/15/2020	AP	DUE: 9/14/2020 DISC: 9/14/2020		1099: N		
		OIL, FILTER-MOWER		800 5-030-620	EQUIPMENT MAINTENANCE	36.68
		=== VENDOR TOTALS ===	36.68			
01-03770 THOMPSON BROTHERS SUPPLIES, IN						
I-782084		COMPRESSED HYDROGEN X 4	116.50			
8/06/2020	AP	DUE: 9/05/2020 DISC: 9/05/2020		1099: N		
		COMPRESSED HYDROGEN X 4		800 5-030-525	CHEMICALS/FERTILIZERS/SE	116.50
I-782600		COMPRESSED HYDROGEN X 4	116.50			
8/12/2020	AP	DUE: 9/11/2020 DISC: 9/11/2020		1099: N		
		COMPRESSED HYDROGEN X 4		800 5-030-525	CHEMICALS/FERTILIZERS/SE	116.50
I-782797		WIRE	36.08			
8/14/2020	AP	DUE: 9/13/2020 DISC: 9/13/2020		1099: N		
		WIRE		370 5-000-520.02	DEPARTMENT SUPPLIES-MAIN	36.08

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01-03770 THOMPSON BROTHERS SUPPLIES, IN(** CONTINUED **)						
I-RN20070070		CYLINDER RENTAL	541.48			
7/31/2020	AP	DUE: 8/30/2020 DISC: 8/30/2020		1099: N		
		CYLINDER RENTAL		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	541.48
I-RN20070071		CYLINDER RENTAL	32.50			
7/31/2020	AP	DUE: 8/30/2020 DISC: 8/30/2020		1099: N		
		CYLINDER RENTAL		010 5-163-448	EQUIPMENT-RENTAL/SERVICE	32.50
I-RN20070072		CYLINDER RENTAL	58.50			
7/31/2020	AP	DUE: 8/30/2020 DISC: 8/30/2020		1099: N		
		CYLINDER RENTAL		450 5-000-448	EQUIPMENT-RENTAL/SERVICE	58.50
I-RN20070073		CYLINDER RENTAL	79.90			
7/31/2020	AP	DUE: 8/30/2020 DISC: 8/30/2020		1099: N		
		CYLINDER RENTAL		010 5-071-448	EQUIPMENT-RENTAL/SERVICE	79.90
		=== VENDOR TOTALS ===	981.46			
01-50100 TITLEIST						
I-909333874		GOLF BALL P15 PACK X 8	106.98			
8/04/2020	AP	DUE: 9/03/2020 DISC: 9/03/2020		1099: N		
		GOLF BALL P15 PACK X 8		370 5-000-508	PRO SHOP SUPPLIES	106.98
I-909346377		GOLF BALL X 4 DOZEN	155.01			
7/21/2020	AP	DUE: 8/20/2020 DISC: 8/20/2020		1099: N		
		GOLF BALL X 4 DOZEN		370 5-000-508	PRO SHOP SUPPLIES	155.01
		=== VENDOR TOTALS ===	261.99			
01-60174 TLC GROUNDSKEEPING LLC						
I-16855		5/20 AIRPORT BRUSH HOG	395.00			
6/03/2020	AP	DUE: 6/03/2020 DISC: 6/03/2020		1099: Y		
		5/20 AIRPORT BRUSH HOG		360 5-000-478	PROFESSIONAL SERVICES	395.00
I-17967		7/20 AIRPORT BRUSH HOG	395.00			
8/04/2020	AP	DUE: 8/04/2020 DISC: 8/04/2020		1099: Y		
		7/20 AIRPORT BRUSH HOG		360 5-000-478	PROFESSIONAL SERVICES	395.00
		=== VENDOR TOTALS ===	790.00			

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01-03810 TOOL SUPPLY, INC.						
I-0098225-00		SUCTION HOSE, REPAIR AIR HOSE	396.08			
8/04/2020	AP	DUE: 9/03/2020 DISC: 9/03/2020		1099: N		
		SUCTION HOSE, REPAIR AIR HOSE		900 5-037-620	EQUIPMENT MAINTENANCE	396.08
I-0098237-00		EYE BOLTS, STRAP, LAG SCREWS	46.40			
8/05/2020	AP	DUE: 9/04/2020 DISC: 9/04/2020		1099: N		
		EYE BOLTS, STRAP, LAG SCREWS		900 5-037-520	DEPARTMENT SUPPLIES	46.40
I-0098264-00		SAWZALL BLADE X 4-WJP	32.72			
8/10/2020	AP	DUE: 9/09/2020 DISC: 9/09/2020		1099: N		
		SAWZALL BLADE X 4-WJP		900 5-027-572	SUPPLIES-OTHER	32.72
I-0098265-00		BUSHING X 4, BEARING X 2	169.75			
8/10/2020	AP	DUE: 9/09/2020 DISC: 9/09/2020		1099: N		
		BUSHING X 4, BEARING X 2		010 5-163-620	EQUIPMENT MAINTENANCE	169.75
I-0098266-00		SQWINCHER DRINK MIX	24.56			
8/10/2020	AP	DUE: 9/09/2020 DISC: 9/09/2020		1099: N		
		SQWINCHER DRINK MIX		900 5-027-520	DEPARTMENT SUPPLIES	24.56
I-0098276-00		COUPLER X 12	98.28			
8/12/2020	AP	DUE: 9/11/2020 DISC: 9/11/2020		1099: N		
		COUPLER X 12		900 5-037-520	DEPARTMENT SUPPLIES	98.28
I-0098292-00		C-CLAMP	49.50			
8/14/2020	AP	DUE: 9/13/2020 DISC: 9/13/2020		1099: N		
		C-CLAMP		900 5-026-520	DEPARTMENT SUPPLIES	49.50
I-0098294-00		COUPLER, PLUG X 2	48.14			
8/14/2020	AP	DUE: 9/13/2020 DISC: 9/13/2020		1099: N		
		COUPLER, PLUG X 2		800 5-030-520	DEPARTMENT SUPPLIES	48.14
		=== VENDOR TOTALS ===	865.43			
01-03840 TRI-STATE ELECTRIC SUPPLY COMP						
I-1122-400072		HEAT SHRINK TUBE X 12	64.85			
7/21/2020	AP	DUE: 8/20/2020 DISC: 8/20/2020		1099: N		
		HEAT SHRINK TUBE X 12		800 5-030-520	DEPARTMENT SUPPLIES	64.85
I-1122-400170		PVC CEMENT X 2	25.33			
8/05/2020	AP	DUE: 9/04/2020 DISC: 9/04/2020		1099: N		
		PVC CEMENT X 2		800 5-020-520	DEPARTMENT SUPPLIES	25.33
I-1122-400176		CABLE LUG X 2	15.09			
8/05/2020	AP	DUE: 9/04/2020 DISC: 9/04/2020		1099: N		
		CABLE LUG X 2		800 5-020-520	DEPARTMENT SUPPLIES	15.09

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01-03840 TRI-STATE ELECTRIC SUPPLY COMP(** CONTINUED **)						
I-1122-400192		ELLS, COUPLINGS	5.11			
8/10/2020	AP	DUE: 9/09/2020 DISC: 9/09/2020		1099: N		
		ELLS, COUPLINGS		720 5-000-850	OTHER EQUIPMENT	5.11
I-1122-400195		PVC CONDUIT	25.80			
8/10/2020	AP	DUE: 9/09/2020 DISC: 9/09/2020		1099: N		
		PVC CONDUIT		720 5-000-850	OTHER EQUIPMENT	25.80
I-1122-400196		TAP CONNECTOR X 3-WWTP	155.76			
8/10/2020	AP	DUE: 9/09/2020 DISC: 9/09/2020		1099: N		
		TAP CONNECTOR X 3-WWTP		800 5-020-572	SUPPLIES-OTHER	155.76
I-1122-400203		FUSE X 10	228.31			
8/10/2020	AP	DUE: 9/09/2020 DISC: 9/09/2020		1099: N		
		FUSE X 10		800 5-030-530	ELECTRICAL	228.31
		=== VENDOR TOTALS ===	520.25			
01-60800 U.S. BANK EQUIPMENT FINANCE						
I-421184193		COPIER LEASE	308.50			
8/07/2020	AP	DUE: 8/07/2020 DISC: 8/07/2020		1099: N		
		COPIER LEASE		010 5-131-448	EQUIPMENT-RENTAL/SERVICE	308.50
		=== VENDOR TOTALS ===	308.50			
01-60622 UMB BANK						
I-202008188532		7/20 CREDIT CARD CHARGES	5,917.33			
8/03/2020	AP	DUE: 8/03/2020 DISC: 8/03/2020		1099: N		
		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 200		010 5-131-520	DEPARTMENT SUPPLIES	569.80
		ZOOM MEETING SOFTWARE		010 5-018-813	COMPUTER SOFTWARE	16.41
		SHIFTER ASSEMBLY		800 5-020-680	VEHICLE-PARTS	114.54
		SLING TV FOR PRO SHOP		370 5-000-424	CONTRACTUAL AGREEMENTS	43.80
		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

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01-60622 UMB BANK		(** CONTINUED **)				
		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
		BUDGET MEETING DINNER		010 5-011-521	SPECIAL EVENTS	100.00
		BUDGET MEETING DINNER		010 5-011-521	SPECIAL EVENTS	103.75
		AICPA MEMBERSHIP RENEWAL		010 5-014-444	DUES/SUBSCRIPTION/PUBLIC	425.00
		FILE FY 2019 AUDIT		010 5-014-478	PROFESSIONAL SERVICES	175.00
		SYNCHRONIZING SCOPE-GEN 2		800 5-030-620	EQUIPMENT MAINTENANCE	1,020.00
		BUILDING INSPECTOR EXAM-CONGER		010 5-071-428	CONFERENCES-SCHOOLS	219.00
		MARKERS, NOTEBOOKS, PENS		010 5-041-550	OFFICE SUPPLIES	49.07
		WATER RESCUE VEST		010 5-041-570	SAFETY EQUIPMENT	196.36
		HELMET, WHISTLES, KNIFE		010 5-041-570	SAFETY EQUIPMENT	153.64
		FACEBOOK EMPLOYMENT AD		010 5-023-482	PUBLIC NOTICES	7.36
		LIFEGUARD SUIT		450 5-000-515	CLOTHING	41.95
		AED PAD X 2		010 5-091-570	SAFETY EQUIPMENT	100.40
		FACEBOOK EMPLOYMENT AD		010 5-023-482	PUBLIC NOTICES	35.00
		PUMP REPAIR-LECLERE FOUNTAIN		760 5-000-620	EQUIPMENT MAINTENANCE	966.79
		MOTOR FOR TIME CLOCK		450 5-000-620	EQUIPMENT MAINTENANCE	34.99
		RETAINER RING		450 5-000-520	DEPARTMENT SUPPLIES	40.25
		CHEESE DISPENSER		450 5-000-850	OTHER EQUIPMENT	99.00
		PUMP FOR RESTLAWN FOUNTAIN		760 5-000-850	OTHER EQUIPMENT	840.00
		VACUUM BLOWER BAG		760 5-000-620	EQUIPMENT MAINTENANCE	31.74
		SUCTION CUP MOUNT SHIPPING		010 5-023-550	OFFICE SUPPLIES	3.50
		SECURITY MONITORING-EVIDENCE		010 5-023-478	PROFESSIONAL SERVICES	14.99
		SECURITY MONITORING-ARMORY		010 5-023-478	PROFESSIONAL SERVICES	14.99
		=== VENDOR TOTALS ===	5,917.33			
01-60779 UNITED RENTALS (NORTH AMERICA)						
I-184485478-001		GENERATOR RENTAL-MCD	4,563.63			
8/07/2020	AP	DUE: 9/06/2020 DISC: 9/06/2020		1099: N		
		GENERATOR RENTAL-MCD		800 5-020-448	EQUIPMENT-RENTAL/SERVICE	4,563.63
		=== VENDOR TOTALS ===	4,563.63			
01-60850 USA BLUEBOOK						
I-322297		SETTLING CONE GLASS X 2	584.56			
8/10/2020	AP	DUE: 9/09/2020 DISC: 9/09/2020		1099: N		
		SETTLING CONE GLASS X 2		900 5-037-525	CHEMICALS/FERTILIZERS/SE	584.56
		=== VENDOR TOTALS ===	584.56			

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01-60918 VAN-WALL EQUIPMENT						
I-10195967		BRAKE SPRING	20.75			
8/06/2020	AP	DUE: 9/05/2020 DISC: 9/05/2020		1099: N		
		BRAKE SPRING		370 5-000-620	EQUIPMENT MAINTENANCE	20.75
		=== VENDOR TOTALS ===	20.75			
01-61472 VERIZON BUSINESS						
I-68294302		8/20 B-SUB DEDICATED LINE	2,801.31			
8/10/2020	AP	DUE: 9/09/2020 DISC: 9/09/2020		1099: N		
		8/20 B-SUB DEDICATED LINE		800 5-070-416	COMMUNICATIONS	2,801.31
		=== VENDOR TOTALS ===	2,801.31			
01-61477 VERIZON WIRELESS						
I-9859831715		8/20 CELL PHONES, HOT SPOTS	1,112.21			
8/01/2020	AP	DUE: 8/01/2020 DISC: 8/01/2020		1099: N		
		8/20 CELL PHONE		010 5-014-416	COMMUNICATIONS	44.67
		8/20 CELL PHONE		010 5-015-416	COMMUNICATIONS	44.67
		8/20 CELL PHONE		010 5-019-416	COMMUNICATIONS	44.67
		8/20 CELL PHONE X 3, HOT SPOT		010 5-023-416	COMMUNICATIONS	214.03
		8/20 CELL PHONE, HOT SPOT X 2		010 5-041-416	COMMUNICATIONS	124.69
		8/20 CELL PHONE X 2		010 5-045-416	COMMUNICATIONS	99.34
		8/20 CELL PHONE		760 5-000-416	COMMUNICATIONS	26.67
		8/20 CELL PHONE X 2, HOT SPOTS		800 5-020-416	COMMUNICATIONS	134.76
		8/20 CELL PHONE		800 5-030-416	COMMUNICATIONS	44.67
		8/20 CELL PHONE		800 5-040-416	COMMUNICATIONS	44.67
		8/20 CELL PHONE X 3, HOT SPOT		900 5-026-416	COMMUNICATIONS	138.02
		8/20 CELL PHONE X 2		900 5-027-416	COMMUNICATIONS	53.34
		8/20 CELL PHONE X 2		900 5-036-416	COMMUNICATIONS	71.34
		8/20 CELL PHONE		900 5-037-416	COMMUNICATIONS	26.67
		=== VENDOR TOTALS ===	1,112.21			
01-61042 WARTSILA NORTH AMERICA, INC.						
I-102206614		PRESSURE SENSOR X 3-GEN #2	8,549.12			
8/11/2020	AP	DUE: 8/11/2020 DISC: 8/11/2020		1099: N		
		PRESSURE SENSOR X 3-GEN #2		800 5-030-620	EQUIPMENT MAINTENANCE	8,549.12
		=== VENDOR TOTALS ===	8,549.12			

PACKET: 03904 AO 20-16 8.25.20 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-61218 WHISTLER GLASS & BUILDING SUPP						
I-25064		R/R BROKEN WINDOW-SW PARK	261.93			
8/03/2020	AP	DUE: 8/03/2020 DISC: 8/03/2020		1099: N		
		R/R BROKEN WINDOW-SW PARK		010 5-163-610	BUILDING MAINTENANCE	261.93
		=== VENDOR TOTALS ===	261.93			
		=== PACKET TOTALS ===	3,177,934.69			

City of Coffeyville
Payroll Distribution Summary
20-16

Date	Amount
August 9, 2020	$ 380,212.07
Total Payroll	**$ 380,212.07**

PACKET: 03905 AO 20-16A ISHAM HARDWARE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-01930 ISHAM TRUE VALUE HARDWARE						
I-18967		ROPE, SNAPS, PULLEY	56.88			
8/14/2020	AP	DUE: 9/13/2020 DISC: 9/13/2020		1099: N		
		ROPE, SNAPS, PULLEY		800 5-030-520	DEPARTMENT SUPPLIES	56.88
I-19072		MOUSE TRAP X 6	6.50			
7/27/2020	AP	DUE: 8/26/2020 DISC: 8/26/2020		1099: N		
		MOUSE TRAP X 6		800 5-030-520	DEPARTMENT SUPPLIES	6.50
I-21186		DIGGING SPADE X 2, COUPLING	57.97			
7/24/2020	AP	DUE: 8/23/2020 DISC: 8/23/2020		1099: N		
		DIGGING SPADE X 2		900 5-026-520	DEPARTMENT SUPPLIES	49.98
		COUPLING		900 5-026-555	PLUMBING SUPPLIES	7.99
I-21189		COUPLING X 4-WJP	7.16			
7/31/2020	AP	DUE: 8/30/2020 DISC: 8/30/2020		1099: N		
		COUPLING X 4-WJP		900 5-027-572	SUPPLIES-OTHER	7.16
I-21191		SCREWS, WASHERS	1.38			
8/04/2020	AP	DUE: 9/03/2020 DISC: 9/03/2020		1099: N		
		SCREWS, WASHERS		800 5-020-520	DEPARTMENT SUPPLIES	1.38
I-21193		CHROME TAIL PIECE	6.56			
8/05/2020	AP	DUE: 9/04/2020 DISC: 9/04/2020		1099: N		
		CHROME TAIL PIECE		800 5-030-520	DEPARTMENT SUPPLIES	6.56
I-21214		PIPE, THREADS-COMPRESSOR	31.31			
8/18/2020	AP	DUE: 9/17/2020 DISC: 9/17/2020		1099: N		
		PIPE, THREADS-COMPRESSOR		800 5-030-620	EQUIPMENT MAINTENANCE	31.31
I-21283		WASHER X 5	6.01			
7/29/2020	AP	DUE: 8/28/2020 DISC: 8/28/2020		1099: N		
		WASHER X 5		800 5-030-520	DEPARTMENT SUPPLIES	6.01
I-21295		COUPLINGS, TEES-WJP	27.76			
8/03/2020	AP	DUE: 9/02/2020 DISC: 9/02/2020		1099: N		
		COUPLINGS, TEES-WJP		900 5-027-572	SUPPLIES-OTHER	27.76
I-21296		WASHER X 12	1.80			
8/05/2020	AP	DUE: 9/04/2020 DISC: 9/04/2020		1099: N		
		WASHER X 12		900 5-037-520	DEPARTMENT SUPPLIES	1.80
		=== VENDOR TOTALS ===	203.33			
		=== PACKET TOTALS ===	203.33			

CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	August 25, 2020	
RESOLUTION OR ORDINANCE NUMBER	S-20-05	
AGENDA TITLE	**First Reading of an Ordinance authorizing the execution of a loan agreement between the City of Coffeyville, Kansas and the state of Kansas, acting by and through the Kansas Department of Health and Environment for the purpose of obtaining a loan from the Kansas Water Pollution Control Revolving Fund for the purpose of financing a public wastewater treatment project; establishing a dedicated source of revenue for repayment of such loan; authorizing and approving certain documents in connection therewith; and authorizing certain other actions in connection with the loan agreement.**	
REQUESTING DEPARTMENT	Public Works/Wastewater Utility	
PRESENTER	Chuck Shively, Director of Public Works	
FISCAL INFORMATION	Cost as recommended:	Not to exceed $250,000.00
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE		
BACKGROUND	As we have discussed previously, city water and wastewater utility staff have been working on a project for installation of a Supervisory Control and Data Acquisition (SCADA) System for the Water and Wastewater Utilities.	
SPECIAL NOTES		

ANALYSIS	Staff has proposed funding the wastewater portion of the SCADA project with a loan from the Kansas Water Pollution Control Revolving Fund (KWPCRF), which is administered by the Kansas Department of Health & Environment (KDHE). Last December the City Commission authorized staff to submit an application for the loan from the KWPCRF for the wastewater utility portion of the project. The water portion was financed through a separate loan from the water side of the KDHE loan fund, which was approved by the City Commission last April. Last week staff received the proposed wastewater loan agreement from KDHE. The loan is for an amount not to exceed $250,000.00. The proposed loan interest rate is 1.43% per annum. The term of the proposed loan is 20 years.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	The Ordinance requires approval on two readings then publication in the newspaper. Staff recommends that the City Commission approve the First Reading of the Ordinance authorizing execution of the loan agreement.
REFERENCE DOCUMENTS ATTACHED	OrdinanceS-20-05 authorizing the loan agreement. Loan Agreement.

(Published in the Coffeyville Journal on ________________________)

ORDINANCE NO. S-20-05

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

WHEREAS, the Federal Water Quality Act of 1987 [the "Federal Act "] established revolving fund program for public wastewater treatment systems to assist in financing the costs of infrastructure Needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

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

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act. K.S.A. 65-3321 through 65-3329 inclusive (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Water Pollution Control Revolving Fund (the "Revolving Fund") for purposes of the Federal Act; and

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

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

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

WHEREAS, City of Coffeyville, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a wastewater collection and treatment system (the "System"); and

WHEREAS, the System is a public Wastewater Treatment Works, as said term is defined in the Loan Act; and

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

Construction of a project to install a Supervisory Control and Data Acquisition (SCADA) system at the existing wastewater treatment plant and within the sanitary sewer system. (the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-16-110 to 28-16-138 (the "Regulations") applicable thereto necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount not to exceed Two Hundred and Fifty Thousand Dollars $250,000.00 (the "Loan") in order to finance the Project; and

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

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

Section 1. Authorization of Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of July 20, 2020, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Loan Agreement") to finance the Project Costs (as defined in the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the City Attorney, the Mayor's execution of the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto heareafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan Agreement.

In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

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

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

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

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PASSED by the governing body of the City on September 08, 2020 and signed by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

[APPROVED AS TO FORM ONLY.]

City Attorney

LOAN AGREEMENT

Between

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

AND

THE CITY OF COFFEYVILLE, KANSAS
KWPCRF PROJECT NO.: C20 2068 01

EFFECTIVE AS OF July 20, 2020

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

LOAN AGREEMENT

Table of Contents

ARTICLE VI – MISCELLANEOUS

KANSAS WATER POLLUTION CONTROL REVOLVING FUND
LOAN AGREEMENT

THIS LOAN AGREEMENT, effective as of July 20, 2020, by and between the KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT ("KDHE"), acting on behalf of THE STATE OF KANSAS (the "State"), and the CITY OF COFFEYVILLE, KANSAS, a "Municipality" according to K.S.A. 65-3321 hereinafter referenced as the "Municipality";

WITNESSETH:

WHEREAS, the Federal Water Quality Act of 1987 (the "Federal Act") established a state revolving fund program as a means to phase-out the Environmental Protection Agency (EPA) construction grants program and replace it with a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states (CFDA 66.458), on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Water Pollution Control Revolving Fund (the "Revolving Fund") for purposes of the Federal Act; and

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

WHEREAS, the Secretary, the Kansas Department of Administration, Division of Accounts and Reports ("the DOA"), and the Kansas Development Finance Authority (the "Authority") have entered into an Inter-Agency Agreement effective March 1, 1999, (the "Inter-Agency Agreement"), to define the cooperative relationship between KDHE, DOA, and the Authority, to jointly administer certain provisions of the Loan Act; and

WHEREAS, the Authority and KDHE have supplemented the Inter-Agency Agreement by entering into a Master Financing Indenture, as the same has been amended and may be further amended and supplemented from time to time, (jointly the "Master Indenture"), pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities (as defined in the Loan Act) for Wastewater Treatment Projects (the "Projects") and to pledge the Loan Repayments received pursuant to such Loan Agreements and certain other revenues to the Authority; and

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

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

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

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

ARTICLE I

DEFINITIONS

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

"Act" means the Constitution and laws of the State, including particularly the Loan Act and K.S.A. 74-8905(a), as amended and supplemented.

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

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

"Annual Compliance Checklist" means a questionnaire and/or checklist designed to ensure compliance with the requirements related to the use of proceeds of this Loan Agreement, the use of the Financed Facility and the investment of gross proceeds of this Loan Agreement that is completed each year by the Municipality initially in the form set forth in **Exhibit I**.

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

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

"Bonds" means the Kansas Development Finance Authority, Kansas Revolving Funds Revenue Bonds, issued in one or more series pursuant to the Master Indenture, and supplements thereto.

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

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

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

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

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

(a) failure by the Municipality to pay, or cause to be paid, any Loan Repayment required to be paid hereunder when due;

(b) failure by the Municipality to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by KDHE, unless KDHE shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period KDHE may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the Event of Default is corrected;

(c) failure by the KDHE to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Agreement which shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to KDHE by the Municipality, unless the Municipality shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Municipality may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by KDHE within the applicable period and diligently pursued until the Event of Default is corrected;

(d) any representation made by or on behalf of the Municipality contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is intentionally false or misleading in any material respect;

(e) any representation made by or on behalf of KDHE contained in this Agreement, or in any instrument furnished in compliance with or with reference to this Agreement, is intentionally false or misleading in any material respect;

(f) a petition is filed by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality, such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal;

(g) the Municipality shall generally fail to pay its debts as such debts become due;

(h) failure of KDHE to promptly pay any Project Costs when reasonably requested to do so by the Municipality pursuant to ***Section 2.03*** hereof.

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

"Federal Act" means the Federal Water Quality Act of 1987, as amended.

"Federal Tax Regulations" means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

"Financed Facility" means the portion of the Project consisting of property financed or refinanced with the proceeds of this Loan Agreement as described herein.

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

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

"Indenture" means collectively the Master Financing Indenture, dated as of November 1, 2010, among the Authority, KDHE and the trustee named therein, and any supplemental indentures executed from time to time by the Authority, KDHE and the trustee named therein, in accordance with the provisions of the Master Financing Indenture.

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

"Loan Act" means the Constitution and laws of the State of Kansas, including particularly K.S.A. 65-3321 through 65-3329, inclusive, as amended and supplemented.

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

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

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

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

"Master Indenture" means the Master Financing Indenture adopted by the Board of Directors of the Authority, as amended and supplemented from time to time by Supplemental Resolutions.

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

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

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

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

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

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

"Project Costs" means all costs or expenses which are necessary or incident to the Project and which are directly attributable thereto, including, but not limited to: (a) costs of any Loan reserves; (b) interest on the Loan during the construction of the Project; (c) financing and administrative costs associated with the Loan Agreement; and (d) subject to the approval of Bond Counsel and the Authority, payment of temporary financing obligations issued by the Municipality to pay Project Costs;

"Regulations" means Kansas Administrative Regulations (K.A.R.) 28-16-110 to 28-16-138, and any amendments thereto promulgated by KDHE pursuant to the Loan Act.

"Revolving Fund" means the Kansas Water Pollution Control Revolving Fund established by the Loan Act.

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

"Secretary" means the Secretary of KDHE

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

"System" means wastewater collection and treatment system of the Municipality, as the same may be modified or enlarged from time to time, including the Project described in **Exhibit A**, for which the Municipality is making the borrowing under this Loan Agreement, which constitutes or includes a Wastewater Treatment System.

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

"Wastewater Treatment System" means any Wastewater Treatment Works, as defined in the Federal Act, that is publicly owned, and as further described in the Regulations.

Section 1.02. Rules of Interpretation.

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

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

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

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

ARTICLE II

LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds and proceeds of Bonds, KDHE will loan an amount not to exceed Two Hundred and Fifty Thousand Dollars [$250,000.00] to the Municipality to pay all or a portion of Project Costs described in ***Exhibit A*** hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (***Exhibit B*** hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in addition to the amount of the Loan. Any amendment to ***Exhibit B*** shall be effected by written amendment to the Loan Agreement executed by all parties.

Section 2.02. Interest Rate. The interest rate on the loan shall be [Gross Loan Rate] 1.43 % per annum, which shall be assessed on the unpaid principal balance to be paid as set out in the Loan Repayment Schedule, ***Exhibit B*** hereto. This interest rate consists of a net loan interest rate, and a service fee, as described in ***Exhibit B***. Any subsequent revision to the amount of the Loan or ***Exhibit B*** hereto shall not change the gross interest rate on the Loan.

Section 2.03. Disbursement of Loan Proceeds.

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

The Municipality may request disbursement for the following Project Costs:

(1) any eligible planning/design costs incurred prior to execution of this Loan Agreement;

(2) disbursement for eligible Project Costs if such Project Costs have been incurred

and are due and payable to Project contractors (actual payment of such Project Costs by the Municipality is not required as a condition of the payment request); or

(3) interest becoming due on the Loan prior to the initial scheduled payment of principal; and

(4) the principal of and interest on any temporary financing obligations issued by the Municipality to pay Project Costs.

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

(1) there are moneys available in the Revolving Fund to fund the Loan, as determined solely by KDHE;

(2) the Municipality shall certify to KDHE that it has executed a Project contract or contracts and has funds available to pay for that portion of the Project Costs not eligible (pursuant to the Loan Act or the Federal Act) to be funded under this Loan Agreement, if any;

(3) no Event of Default by the Municipality shall have occurred and be continuing; and

(4) the Municipality continues to maintain reasonable progress towards completion of the Project.

Section 2.04. Schedule of Compliance; Completion of Project.

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

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

Section 2.05. Repayment of the Loan.

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

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

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

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

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

ARTICLE III

REPRESENTATIONS AND COVENANTS OF MUNICIPALITY

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

(a) ***Organization and Authority.***

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

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

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

(4) This Loan Agreement has been duly authorized, executed and delivered on behalf of the Municipality, and, constitutes the legal, valid and binding obligation of the Municipality enforceable in accordance with its terms.

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

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

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

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

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

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

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

(g) ***Use of Loan Proceeds***. The Municipality will apply the proceeds of the Loan as described in ***Exhibit D***: (1) to finance or refinance a portion of the Project Cost; and (2) where applicable, to reimburse the Municipality for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement by KDHE and is eligible for such reimbursement pursuant to the Regulations and the Code.

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

Section 3.02. Particular Covenants of the Municipality.

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

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

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

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

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

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

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

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

(1) fully executed counterparts of this Loan Agreement;

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

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

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

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

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

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

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

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

(f) ***Disposition of System***. The Municipality shall not sell, lease or otherwise transfer ownership of all or substantially all of its System without the consent of the Secretary. In no event shall the Municipality sell, abandon or otherwise transfer ownership of the System to any person or entity other than a city, county, township, sewer district, improvement district, or other political subdivision of the State, or any combination thereof, that has legal responsibility to treat wastewater. The Municipality shall provide the Secretary with ninety (90) days' prior written notice to KDHE of such sale, lease or transfer. No such sale, lease or transfer shall be effective unless compliance is with the provisions of *Section 4.02* hereof, assuming such sale, lease or transfer is deemed to be an assignment for the purposes of such Section. The provisions of this paragraph shall not be construed to prohibit the lease of portions of the System by the Municipality in connection with a lease-purchase transaction to finance improvements to the System; provided that a termination or an event of default by the Municipality under such arrangement shall not have a material adverse effect on the Municipality's Dedicated Source of Revenues.

(g) **Records and Accounts**

(1) The Municipality shall keep accurate records and accounts for its System (the "System Records"), separate and distinct from its other records and accounts (the "General Accounts"). Such System Records shall be audited annually in accordance with generally accepted auditing standards if the total Disbursement of Loan Proceeds exceed $25,000 for the Municipalities fiscal year. This audit shall be completed by an independent certified public accountant or firm of independent certified public accountants, or by an independent registered municipal accountant, and may be part of the single agency audit made on the Municipality's General Accounts in accordance with the Federal Single Audit Act of 1984, OMB Circular No. A-133, **Audits of States, Local Governments, and Non-Profit Organizations** as amended in 1996 and 2003 and as may be further amended and revised. Such System Records and General Accounts shall be made available for inspection by KDHE at any reasonable time, and a copy of the Municipality's annual audit, including all written comments and recommendations of such accountant, shall be furnished to KDHE within 270 days of the close of the Municipal Fiscal Year being so audited.

(2) The Municipality shall maintain Project accounts in accordance with generally accepted government accounting standards defined in the Government Accounting, Auditing, and Financial Reporting Manual (1994 Ed.), or any revised edition, issued by the Government Finance Officers Association.

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

(i) ***Financial Information.***

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

(2) Timing. Any such financial information and operating data shall be provided by the Municipality to KDHE as soon as practicable after it is available, and any such notice of a material event shall be provided by the Municipality to KDHE promptly following the occurrence of the event. Existing Continuing Disclosure Undertakings require that any such financial information

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

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

(4) Event Notices. For purposes of this section, "material event" shall mean any event with respect to the Municipality (if it is a Principal Participating Municipality) required to be reported by KDHE pursuant to a Continuing Disclosure Undertaking. Upon a determination by KDHE that the Municipality is a Principal Participating Municipality, KDHE will provide instructions to the Municipality identifying such events then required to be reported, and the Municipality agrees to report such events to the extent required by a Continuing Disclosure Undertaking. The existing Continuing Disclosure Undertakings require reporting by a Principal Participating Municipality of four events, relating generally to (i) bankruptcy or insolvency, (ii) merger, consolidation or acquisition, (iii) incurrence of a financial obligation or debt and (iv) default, acceleration, termination or modification of a financial obligation or debt.

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

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

(l) ***Additional Covenants and Requirements.*** The parties hereto acknowledge that this Loan Agreement may be assigned or pledged to secure financings of the Authority. Should it be necessary to modify any covenants or obtain or enhance the security of the financings, the parties agree to take all reasonable actions and make reasonable covenants and agreements necessary to accomplish such purpose to the extent permitted by applicable laws.

Section 3.03 Federal Tax Compliance Representations and Covenants.

(a) The Municipality is the owner of the Financed Facility. As long as any portion of this Loan Agreement is unpaid, the Municipality will not dispose of any portion of the Financed Facility without first notifying the Authority and KDHE in writing and the Authority and KDHE obtaining favorable advice of Bond Counsel.

(b) As long as any portion of this Loan Agreement is unpaid, the Municipality will never permit any of the Financed Facility to be used in any Non-Qualified Use without first notifying the Authority and KDHE in writing and the Authority and KDHE obtaining favorable advice of Bond Counsel. In furtherance of this covenant, the Municipality will not enter into any Management or Operating Agreement of the Financed Facility or lease any portion of the Financed Facility to any Non-Qualified User or provide any Non-Qualified User with a special legal right or entitlement to use the Financed Facility without first notifying the Authority and KDHE in writing and the Authority and KDHE obtaining favorable advice of Bond Counsel.

(c) None of the proceeds of this Loan Agreement will be loaned directly or indirectly to any Non-Qualified User.

(d) All costs previously paid by the Municipality that are to be reimbursed from the proceeds of this Loan Agreement either (1) were paid by the Municipality after the date the Municipality filed its application with KDHE and not more than **3** years prior to the date reimbursement is requested or (2) were for costs incurred in connection with the planning or design of the Project paid prior to the date construction commenced.

(e) The Municipality will not take any action or permit any action to be taken which would cause this Loan Agreement to be "federally guaranteed" within the meaning of Code § 149.

(f) No operating costs or expenses of the Municipality are being paid from the proceeds of this Loan Agreement.

(g) Upon the written request of the Authority or KDHE, the Municipality will provide written confirmation of compliance with the federal tax requirements through use of an Annual Compliance Checklist in a form acceptable to the Authority and KDHE. A sample Annual Compliance Checklist is attached to this Loan Agreement as **Exhibit I**.

ARTICLE IV

ASSIGNMENT

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

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

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

(b) the assignee is a city, county, township, sewer district, improvement district or other political subdivision of the State or any combination thereof that has legal responsibility to treat wastewater;

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

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

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

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

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

Section 5.02. Remedies on Default.

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

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

Section 5.03. Expenses. Upon the occurrence of an Event of Default on the part of the Municipality, and to the extent permitted by law, the Municipality shall, on demand, pay to KDHE the reasonable fees and expenses incurred by KDHE in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of the Municipality contained herein. Prior to incurring any such expenses, KDHE shall provide written notice to the Municipality that it intends to incur such expenses; provided, however, a failure by KDHE to give such notice shall not affect KDHE's right to receive payment for such expenses. Upon request by the Municipality, KDHE shall provide copies of statements evidencing the fees and expenses for which KDHE is requesting payment.

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

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

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

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

ARTICLE VI

MISCELLANEOUS

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

(1) to KDHE:

Department of Health and
Environment
1000 SW Jackson Street, Suite 420
Topeka, Kansas 66612-1367
Attention: Bureau of Water

with a copy to its General Counsel

(2) to the Authority:

Kansas Development Finance
Authority
534 South Kansas Avenue, Suite 800
Topeka, Kansas 66603
Attention: President,

with a copy to its General Counsel

(3) to the Municipality:

at the address set forth on ***Exhibit H***.

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

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

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

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

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

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

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

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

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

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

Kansas
Department of Health
and Environment

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

Date: 7-24-2020

THE CITY OF COFFEYVILLE, KANSAS

(Seal)

By: ______________________
Title: Mayor

"Municipality"

Date: ______________________

ATTEST:

By: ______________________
Title: Clerk

EXHIBIT A

DESCRIPTION OF THE PROJECT

This project will provide improvements to the Coffeyville wastewater system including installation of a Supervisory Control and Data Acquisition (SCADA) system at the existing wastewater treatment plant and within the sanitary sewer system.

EXHIBIT B

DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE

Dedicated Source of Revenue

The Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

Loan Repayment Schedule

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

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KANSAS WATER POLLUTION CONTROL REVOLVING LOAN FUND

Preliminary Schedule for Construction Loan Agreement
Amortization of Loan Costs as of 7/20/2020

Prepared for:
City of Coffeyville, Project No. C20 2068 01

Project Principal:	250,000.00
Interest During Const.:	0.00
Service Fee During Const.:	0.00
Gross Loan Costs:	250,000.00

Gross Interest Rate Allocation	thru 3/1/2025	after 3/1/2025
Service Fee Rate:	1.18%	0.25%
Net Loan Interest Rate:	0.25%	1.18%

Gross Interest Rate:	1.43%
First Payment Date:	9/1/2021
Number of Payments:	40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	9/1/2021	250,000.00	312.50	5,420.96	1,475.00	7,208.46	244,579.04
2	3/1/2022	244,579.04	305.72	5,459.72	1,443.02	7,208.46	239,119.32
3	9/1/2022	239,119.32	298.90	5,498.76	1,410.80	7,208.46	233,620.56
4	3/1/2023	233,620.56	292.03	5,538.07	1,378.36	7,208.46	228,082.49
5	9/1/2023	228,082.49	285.10	5,577.67	1,345.69	7,208.46	222,504.82
6	3/1/2024	222,504.82	278.13	5,617.55	1,312.78	7,208.46	216,887.27
7	9/1/2024	216,887.27	271.11	5,657.72	1,279.63	7,208.46	211,229.55
8	3/1/2025	211,229.55	264.04	5,698.17	1,246.25	7,208.46	205,531.38
9	9/1/2025	205,531.38	1,212.64	5,738.91	256.91	7,208.46	199,792.47
10	3/1/2026	199,792.47	1,178.78	5,779.94	249.74	7,208.46	194,012.53
11	9/1/2026	194,012.53	1,144.67	5,821.27	242.52	7,208.46	188,191.26
12	3/1/2027	188,191.26	1,110.33	5,862.89	235.24	7,208.46	182,328.37
13	9/1/2027	182,328.37	1,075.74	5,904.81	227.91	7,208.46	176,423.56
14	3/1/2028	176,423.56	1,040.90	5,947.03	220.53	7,208.46	170,476.53
15	9/1/2028	170,476.53	1,005.81	5,989.55	213.10	7,208.46	164,486.98
16	3/1/2029	164,486.98	970.47	6,032.38	205.61	7,208.46	158,454.60
17	9/1/2029	158,454.60	934.88	6,075.51	198.07	7,208.46	152,379.09
18	3/1/2030	152,379.09	899.04	6,118.95	190.47	7,208.46	146,260.14
19	9/1/2030	146,260.14	862.93	6,162.70	182.83	7,208.46	140,097.44
20	3/1/2031	140,097.44	826.57	6,206.77	175.12	7,208.46	133,890.67
21	9/1/2031	133,890.67	789.95	6,251.15	167.36	7,208.46	127,639.52
22	3/1/2032	127,639.52	753.07	6,295.84	159.55	7,208.46	121,343.68
23	9/1/2032	121,343.68	715.93	6,340.85	151.68	7,208.46	115,002.83
24	3/1/2033	115,002.83	678.52	6,386.19	143.75	7,208.46	108,616.64
25	9/1/2033	108,616.64	640.84	6,431.85	135.77	7,208.46	102,184.79
26	3/1/2034	102,184.79	602.89	6,477.84	127.73	7,208.46	95,706.95
27	9/1/2034	95,706.95	564.67	6,524.16	119.63	7,208.46	89,182.79
28	3/1/2035	89,182.79	526.18	6,570.80	111.48	7,208.46	82,611.99
29	9/1/2035	82,611.99	487.41	6,617.79	103.26	7,208.46	75,994.20
30	3/1/2036	75,994.20	448.37	6,665.10	94.99	7,208.46	69,329.10
31	9/1/2036	69,329.10	409.04	6,712.76	86.66	7,208.46	62,616.34
32	3/1/2037	62,616.34	369.44	6,760.75	78.27	7,208.46	55,855.59
33	9/1/2037	55,855.59	329.55	6,809.09	69.82	7,208.46	49,046.50
34	3/1/2038	49,046.50	289.37	6,857.78	61.31	7,208.46	42,188.72
35	9/1/2038	42,188.72	248.91	6,906.81	52.74	7,208.46	35,281.91
36	3/1/2039	35,281.91	208.16	6,956.20	44.10	7,208.46	28,325.71
37	9/1/2039	28,325.71	167.12	7,005.93	35.41	7,208.46	21,319.78
38	3/1/2040	21,319.78	125.79	7,056.02	26.65	7,208.46	14,263.76
39	9/1/2040	14,263.76	84.16	7,106.47	17.83	7,208.46	7,157.29
40	3/1/2041	7,157.29	42.23	7,157.29	8.94	7,208.46	0.00
		Totals	23,051.89	250,000.00	15,286.51	288,338.40	

EXHIBIT C

CONDITIONS APPLICABLE TO CONSTRUCTION OF THE PROJECT

1. Municipality agrees to expeditiously initiate and complete the Project in accordance with the following schedule:

   a. Advertising for bids within 30 days of authorization to advertise.
   b. Bid opening no sooner than 30 days after advertisement for bids.
   c. Contract award within 60 days of bid opening.
   d. Issuance of notice to proceed within 30 days of contract award.
   e. Initiation of operation within 120 days of notice to proceed or no later than August 1, 2021.
   f. Finalization of construction within 150 days of notice to proceed.
   g. Project Performance Certification 365 days following Initiation of Operation.

   KDHE must be promptly notified of any proposed changes.

2. Prior to giving a notice to proceed, the Municipality must certify that all easements and rights-of-way necessary to allow construction of the Project have been obtained (i.e., all real property has been acquired, bonafide options have been taken or formal condemnation proceedings have been initiated for necessary real property).

3. The Municipality agrees that all bid solicitations will include the following statement in the "Advertisement for Bids" for this project:

   Nondiscrimination in Employment

   a. Bidders on this work will be required to comply with the President's Executive Order No. 11246 as amended. Requirements for bidders and contractors under this order are explained in the specifications.

4. The municipality must comply with and include the requirements of the Prohibition Statement below in all contracts and subcontracts made to private entities.

   a. The Contractor, its employees, subcontractors and subcontractors' employees may not engage in severe forms of trafficking in persons during the period of time that the contract is in effect; procure a commercial sex act during the period of time that the contract is in effect; or use forced labor in the performance of the contract or subcontract.

5. The Municipality agrees to comply with the Kansas Act Against Discrimination, K.S.A. 44-1001, *et seq.* and the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111, *et seq.* as provided by law and to include those provisions in every contract or purchase order relating to the Project so that they are binding upon such subcontractors or vendors.

6. The Municipality agrees to include Section 202 of Executive Order 11246 in all contracts and subcontracts for all construction contracts exceeding $10,000.00.

7. If the project is for construction, alteration, and repair of treatment works, the municipality shall comply with KWPCRF wage rate requirements listed below:

   a. insert in full in any contract funded by this loan agreement in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, wage rate contract provisions, found in 29 CFR 5.5, as indicated by EPA and US Department of Labor, generally known as Davis Bacon requirements;

   b. while the solicitation remains open, shall monitor https://beta.sam.gov/ on on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The municipality shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Municipality may request a finding from KDHE that there is not reasonable time to notify interested contractors of the modification of the wage determination. KDHE will provide a report of its findings to the Municipality.

   c. incorporate any modifications or supersedes DOL makes to the wage determination contained in the solicitation if the contract is not awarded within 90 days of bid opening. Unless KDHE, at the request of the Municipality, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Municipality shall monitor https://beta.sam.gov/ on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

   d. review all subcontracts subject to Davis-Bacon entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

   e. either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order, if the Department of Labor (DOL) issues a revised wage determination applicable to the contract after the award of a contract or the issuance of an ordering instrument due to a DOL determination that the municipality has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. The Municipality's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

   f. provide written confirmation in a form satisfactory to KDHE indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls;

g. interview a sufficient number of employees entitled to Davis Bacon Act prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 20 CFR 5.6 (a)(6), all interviews must be conducted in confidence. The Municipality must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of SF 1445 are available from EPA on request;

h. establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. The municipality s shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

i. periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The municipality shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis -Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the municipality must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The municipality must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the municipality shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

j. periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item (h) and (i) above.

k. must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact Julie Milazzo at Milazzo.Julie@epa.gov or 206-553-2429 ; and to the appropriate DOL Wage and Hour District Office listed at www.dol.gov/whd/america2.htm.

8. The Municipality certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and Subpart C of 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." The Municipality must ensure that any lower tier covered transaction, as

described in Subpart B of 2 CFR Part 180 and Subpart B of 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient may search for exclusion records at www.sam.gov.

9. The Municipality agrees that all bid solicitations will include the Anti-Lobbying Certification form, which must be completed and returned with the bid form.

10. The owner or successful bidder must obtain, prior to construction, permit coverage from KDHE to discharge stormwater runoff associated with construction activity for most any project which disturbs one acre or more of soils. A Notice of Intent form (NOI) must be submitted to KDHE 60 days before the start of construction and a permit determination from KDHE must be made before construction can begin. The Kansas construction stormwater general permit, a Notice of Intent (application form), a frequently asked questions file, and supplemental materials are available online on the KDHE Stormwater Web Page at www.kdhe.state.ks.us/stormwater.

11. The Municipality shall follow applicable state procurement laws and regulations. KDHE approval is required prior to procurement.

12. The Municipality agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of this Loan Agreement or the construction contract.

13. The Municipality will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications per K.A.R. 28-16-55 and Water Quality Policy Memorandum No. 2-78 dated January 18, 1978 and will furnish progress reports and such other information as the State may require.

14. The Municipality hereby assures that the engineering firm principally responsible for supervising construction and for providing engineering services during construction (engineer associated with the design build team) will continue its relationship with the Municipality for a period of up to one year after initiation of operation of the Project. During this period, the engineering firm shall direct the operation of the Project, train operating personnel and prepare curricula and training material for operating personnel. The following specific requirements apply:

    a. The Municipality agrees the performance standards applicable to the Project are:
        (1) All construction deficiencies have been resolved.
        (2) All testing requirements have been performed and met.
    b. One year after completion of construction and initiation of operation of the Project, the Municipality shall certify to KDHE whether or not such Project meets the design specifications and effluent limitations contained in subparagraph a. of this condition. Any statement of non-compliance must be accompanied by a corrective action report containing: an analysis of the cause of the Project's inability to meet performance standards; actions necessary to bring it into compliance, and a reasonably scheduled date for positive certification of the Project. Timely corrective action will be executed by the Municipality.
    c. Municipality agrees to furnish KDHE with an annual report describing actions taken to

date to achieve positive certification, planned future activities, the Project's status and potential for positive certifications.

15. A final plan of operation and draft O&M Manual shall be submitted by the Municipality for approval by KDHE at or prior to 50 percent construction completion and the Final O&M Manual must be submitted at 90% construction completion. The plan of operation must include, but is not limited to, an assessment of the employee skills necessary to carry out the operation and maintenance function and a training plan designed to provide employees with the necessary skills. Details on the skills assessment must be submitted along with the final plan of operation. Necessary training as indicated by the skills assessment must be provided in accordance with the approved training plan.

16. The rates and ordinances enacting the approved user charge system and sewer use requirements as approved by KDHE shall be enacted prior to initiation of operation.

17. The municipality agrees to provide a Fiscal Sustainability Plan (FSP) document to KDHE, including an appropriate Asset Management Plan, prior to final closeout of the Loan Agreement project. The required scope of the FSP will be provided to the municipality by letter from KDHE.

18. None of the funds made available by this loan agreement shall be used for a project for the construction, alteration, maintenance, or repair of a wastewater collection system or wastewater treatment plant unless all of the iron and steel products used in the project are produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

19. This Project is consistent with the Kansas Water Quality Management Plan, subject to the provisions of Section 208(d) and 208(e) of the Federal Water Pollution Control Act, as amended. Service by the Project will not be denied or conditioned on the basis of factors or issues unrelated to wastewater management.

20. The Loan Recipient must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements. Other civil rights laws may impose additional requirements on the Loan Recipient. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

21. The Municipality hereby agrees to implement measures to mitigate all known adverse environmental effects of the project. The Municipality hereby agrees to request and obtain intergovernmental environmental evaluations of the proposed rehabilitation wastewater stabilization lagoon and the Municipality agrees to implement measures to mitigate all known adverse environmental effects of the project. The following mitigate actions are required: (Subject to Environmental Clearance)

22. The Municipality is prohibited from procuring goods or services from persons who have been convicted of violations of the Clean Air Act or the Clean Water act.

23. The Municipality shall obtain any required Corps of Engineers Section 404 and/or Section 10 permit prior to awarding the construction contract.

24. If this Project is for a segment of a total project for the System, KDHE does not assume any obligation, commitment, or responsibility for funding any other anticipated steps, phases, segments or stages or any other improvements to the System not constituting the Project. The Municipality agrees to complete the total System improvements of which this Project is a part in accordance with the schedule presented in Exhibit C(1), regardless of whether KDHE funding is available for the remaining System improvements.

25. The Municipality hereby agrees to implement measures to mitigate all known adverse environmental effects of this project.

EXHIBIT D

USE OF LOAN PROCEEDS

Construction of a project to install a Supervisory Control and Data Acquisition (SCADA) system at the existing wastewater treatment plant and within the sanitary sewer system.

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

1. Construction: All actual construction costs of the improvements to the wastewater collection and treatment system and incidental work associated with construction.

2. Engineering: All actual costs of construction services including basic services, design, procurement, inspection, final plan of operation, user charge and sewer use ordinance development, one year project performance evaluation, and all items as included in the engineering contract for the project, including the Fiscal Sustainability Plan.

3. Administrative: All reasonable costs of legal and financial administrative support directly provided for the project, including financial audits.

Unallowable Costs: The costs of full-time employees of the municipality and purchase of land and easements.

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EXHIBIT E

INSTRUCTIONS FOR REQUESTING DISBURSEMENTS

1. All payment requests must be filed on the Outlay Report and Request for Disbursement Form and represent the actual completion level of the project at the date the request is prepared.

2. All cost entries must be based upon allowable work in place, which is due and payable. This means that you may **not** request payment for:

   a. Any work or services, which have not been explicitly approved by the KDHE in the Loan Agreement or subsequent amendments.

   b. Any work performed under a change order unless written approval of the change order has been given by the State.

   c. Any ineligible project costs.

   d. Any retainage which you are withholding from the construction contractor, engineer, etc.

   e. Expenditures relating to site acquisition, easements, rights-of way, EXCEPT: (1) additional work required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act such as appraisal and certification services; (2) when the site itself is allowable in accordance with Federal SRF regulations and guidance; and (3) costs incurred in eminent domain proceedings.

   f. Costs associated with the approval, preparation, issuance and sale of Bonds, and other costs incidental to normal operating overhead of a Municipality, whether performed by Municipal employees, the engineer, or the attorney.

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

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

   Kansas Department of Health & Environment
   Bureau of Water
   Municipal Programs
   1000 SW Jackson Street, Suite 420
   Topeka, Kansas 66612-1367

You should retain one copy for your records.

EXHIBIT E - REQUEST FOR DISBURSEMENT FROM KDHE REVOLVING LOAN PROGRAMS	
INDICATE WHICH LOAN PROGRAM THIS REQUEST IS FOR: KANSAS WATER POLLUTION CONTROL REVOLVING FUND ______ KANSAS PUBLIC WATER SUPPLY LOAN FUND ______	**KDHE PROJECT NUMBER (REFER TO LOAN AGREEMENT)** KWPCRF PROJECT # C20 KPWSLF PROJECT #

IS THIS THE FINAL DISBURSEMENT REQUEST FOR THIS LOAN? YES ______ NO ______	**RECIPIENT INFORMATION** NAME :
PAYMENT REQUEST NUMBER :	ADDRESS or PO box (include City, State, Zip) :

The undersigned hereby requests that the following amounts be disbursed for the following Project Costs as defined in the loan agreement:

Classification	Invoice amounts (invoices must be attached)	Invoiced from (list payee(s))	Description
a. Administrative expense (loan admin services, publication fees, attorney fees, etc.)			
b. Engineering services expense			
c. Land, easements (Not allowable under KWPCRF)			
d. Construction Contract Expense			
e. Equipment (by separate KDHE approved contract or procedure)			
f. Miscellaneous cost (not categorized above)			
g. Total of Invoices Submitted (sum of lines a thru f)			
h. Deductions for other sources of funding used (from grants or cash on hand)			
i. Total Disbursement Requested from KDHE * (Line g minus line h)			

CERTIFICATION: I hereby state and certify that: (i) the amounts requested, are or were necessary and appropriate in connection with the purchase, construction and installation of the Project, have been properly incurred and are a proper disbursement of the proceeds of the Loan and that an inspection has been performed and all work is in accordance with the terms of the Loan; have been paid or are justly due as stated above; and have not been the basis of any previous requisition from the proceeds of the Loan; (ii) all representations made in the Agreement remain true as of the date of this request; and (iii) no adverse developments affecting the financial condition of the Recipient or its ability to complete the Project or to repay the Loan have occurred.

RECIPIENT NAME:

Signature of Authorized Certifying Official

Typed or Printed Name and Title

Date Signed	**Telephone (Area Code, number & ext.)**	**Email**

Revised 08/2019 *Total Approved by KDHE will be shown on separate sheet

Item # J-2

CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	August 25, 2020	
RESOLUTION OR ORDINANCE NUMBER		
AGENDA TITLE	**Acceptance and execution of the bid form selling the Bonds to the best bidder on the basis of the bid and the terms specified in the Notice of Bond Sale for the purchase of General Obligation Refunding Bonds, Series 2020-A.**	
REQUESTING DEPARTMENT	Finance Department	
PRESENTER	Stephanie A. Richardson, Finance Director	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	The ordinances authorize the issuance of Series 2020-A & 2020-B general obligation bonds to refund portions of the city's current outstanding bonds. The resolutions set out the form and details of the bond sale as well as authorizing and directing the sale and delivery of the bonds while providing for payment security for the bonds.	
BACKGROUND		
SPECIAL NOTES	The bond sale is scheduled for 10:00am on Tuesday, August 25th.	

ANALYSIS	A tabulation of bids (Exhibit A) and bid of purchaser (Exhibit B) will be sent to Commissioners once the bond sale has been completed and documents have been received from Baker Tilly and Gilmore & Bell, P.C. on Tuesday, August 25th prior to the Commission Meeting at 6:30 pm.
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends acceptance and award of the bid as recommended by Baker Tilly and Gilmore & Bell, P.C.
REFERENCE DOCUMENTS ATTACHED	

Gilmore & Bell, P.C.
08/14/2020

ORDINANCE NO. S-20-06

OF

THE CITY OF COFFEYVILLE, KANSAS

AUGUST 25, 2020

GENERAL OBLIGATION REFUNDING BONDS
SERIES 2020-A

ORDINANCE NO. S-20-06

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020-A, OF THE CITY OF COFFEYVILLE, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

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

WHEREAS, the City heretofore issued and has outstanding the Refunded Bonds and is authorized by K.S.A. 10-427 *et seq*. to issue general obligation refunding bonds of the City for the purpose of refunding the Refunded Bonds; and

WHEREAS, in order to achieve interest cost savings through early redemption of the Refunded Bonds, reduce debt service requirements of the City for certain years, restructure the debt payments on the Refunded Bonds and provide an orderly plan of finance for the City, it has become desirable and in the best interest of the City and its inhabitants to refund the Refunded Bonds; and

WHEREAS, the Governing Body has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

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

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

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-427 *et seq*., and K.S.A. 10-620 *et seq*., all as amended and supplemented from time to time.

"Bond and Interest Fund" means the Bond and Interest Fund of the City for its general obligation bonds.

"Bond Resolution" means the resolution to be adopted by the Governing Body prescribing the terms and details of the Bonds and making covenants with respect thereto.

"Bonds" means the City's General Obligation Refunding Bonds, Series 2020-A, dated September 24, 2020, authorized by this Ordinance.

“City” means the City of Coffeyville, Kansas.

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

“Director of Finance” means the duly appointed and acting Director of Finance of the City or, in the Director of Finance's absence, the duly appointed Deputy, Assistant or Acting Director of Finance of the City.

“Governing Body” means the City Commission of the City.

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

“Ordinance” means this Ordinance authorizing the issuance of the Bonds.

“Refunded Bonds” means the Series 2011-A Bonds maturing in the years 2021 to 2031, inclusive, in the aggregate principal amount of $2,890,000.

“Series 2011-A Bonds” means the City's General Obligation Bonds, Series 2011-A, dated November 1, 2011.

“State” means the State of Kansas.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Refunding Bonds, Series 2020-A, of the City in the principal amount of $2,975,000*, for the purpose of providing funds to: (a) refund the Refunded Bonds and (b) pay costs of issuance of the Bonds.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the improvements financed by the Refunded Bonds and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

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

Section 5. Levy and Collection of Annual Tax. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the City in the manner provided by law.

The taxes and/or assessments above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the paying agent for the Bonds. The proceeds derived from said taxes and/or assessments shall be deposited in the Bond and Interest Fund.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes and/or assessments are collected.

Section 6. Further Authority. The Mayor, Director of Finance, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body and publication of the Ordinance or a summary thereof in the official City newspaper.

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PASSED by the City Commission on August 25, 2020 and **SIGNED** by the Mayor.

(SEAL)

____
Mayor

ATTEST:

____
Clerk

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Gilmore & Bell, P.C.
08/14/2020

RESOLUTION NO. R-20-59

OF

THE CITY OF COFFEYVILLE, KANSAS

AUGUST 25, 2020

GENERAL OBLIGATION REFUNDING BONDS
SERIES 2020-A

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RESOLUTION NO. R-20-59

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020-A, OF THE CITY OF COFFEYVILLE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. S-20-06 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Bonds; and

WHEREAS, the Ordinance authorized the City Commission of the Issuer (the "Governing Body") to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of $2,975,000* to refund the Refunded Bonds.

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

ARTICLE I

DEFINITIONS

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

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-427 *et seq*., and K.S.A. 10-620 *et seq*., all as amended and supplemented from time to time.

"Authorized Denomination" means $5,000 or any integral multiples thereof.

"Beneficial Owner" of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

"Bond and Interest Fund" means the Bond and Interest Fund of the Issuer for its general obligation bonds.

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

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

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

"Bond Registrar" means the State Treasurer and any successors and assigns.

"Bond Resolution" means this resolution relating to the Bonds.

"Bonds" means the General Obligation Refunding Bonds, Series 2020-A, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

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

"Cede & Co." means Cede & Co., as nominee of DTC and any successor nominee of DTC.

"City" means the City of Coffeyville, Kansas.

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

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

"Compliance Account" means the Compliance Account created pursuant to ***Section 501*** hereof.

"Costs of Issuance" means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

"Costs of Issuance Account" means the Costs of Issuance Account for General Obligation Refunding Bonds, Series 2020-A created pursuant to ***Section 501*** hereof.

"Dated Date" means September 24, 2020.

"Debt Service Account" means the Debt Service Account for General Obligation Refunding Bonds, Series 2020-A created within the Bond and Interest Fund pursuant to ***Section 501*** hereof.

"Debt Service Requirements" means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

"Defaulted Interest" means interest on any Bond which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

"Derivative" means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

"Disclosure Undertaking" means the Continuing Disclosure Undertaking, dated as of the Dated Date, relating to certain obligations contained in the SEC Rule.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

"DTC Representation Letter" means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

"Federal Tax Certificate" means the Issuer's Federal Tax Certificate, dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

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

"Funds and Accounts" means funds and accounts created pursuant to or referred to in ***Section 501*** hereof.

"Governing Body" means the City Commission of the Issuer.

"Independent Accountant" means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

"Interest Payment Date(s)" means the Stated Maturity of an installment of interest on any Bond which shall be May 1 and November 1 of each year, commencing May 1, 2021.

"Issue Date" means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

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

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

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

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"Notice Address" means with respect to the following entities:

(a) To the Issuer at:

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

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

[Purchaser]
[Purchaser Address]
[Purchaser City, State] [Zip]
Fax: [Purchaser Fax]

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street, 23rd Floor
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.
55 Water Street, 38th Floor
New York, New York 10004

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

"Notice Representative" means:

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

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

(c) With respect to any Purchaser, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

"Official Statement" means Issuer's Official Statement relating to the Bonds.

"Ordinance" means Ordinance No. S-20-06 of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

"Outstanding" means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of ***Article VII*** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

"Owner" when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means the State Treasurer and any successors and assigns.

"Permitted Investments" shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Purchase Price" means the principal amount of the Bonds plus accrued interest to the date of delivery[, plus a bid premium of $[________]].

"Purchaser" means [Purchaser], [Purchaser City, State], the original purchaser of the Bonds, and any successor and assigns.

"Rating Agency" means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

"Record Dates" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

"Redemption Date" means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

"Redemption Fund" means the Redemption Fund for Refunded Bonds created pursuant to ***Section 501*** hereof.

"Redemption Price" means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Refunded Bonds" means the Series 2011-A Bonds maturing in the years 2021 to 2031, inclusive, in the aggregate principal amount of $2,890,000.

"Refunded Bonds Paying Agent" means the paying agent for the Refunded Bonds as designated in the Refunded Bonds Resolution, and any successor or successors at the time acting as paying agent of the Refunded Bonds.

"Refunded Bonds Redemption Date" means November 1, 2020.

"Refunded Bonds Resolution" means the ordinance and resolution which authorized the Refunded Bonds.

"Replacement Bonds" means Bonds issued to the Beneficial Owners of the Bonds in accordance with ***Section 213*** hereof.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

"Securities Depository" means, initially, DTC, and its successors and assigns.

"Series 2011-A Bonds" means the Issuer's General Obligation Bonds, Series 2011-A, dated November 1, 2011.

"Special Record Date" means the date fixed by the Paying Agent pursuant to ***Article II*** hereof for the payment of Defaulted Interest.

"Standard & Poor's" or "S&P" means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"State" means the state of Kansas.

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

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

[**"Term Bonds"** means the Bonds scheduled to mature in the year 2031.]

[**"____ Term Bonds"** means the Bonds scheduled to mature in the year ____.]

[**"2031 Term Bonds"** means the Bonds scheduled to mature in the year 2031.]

[**"Term Bonds"** means collectively the [____] Term Bonds[, the [____] Term Bonds] and the 2031 Term Bonds.]

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

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of $2,975,000*, for the purpose of providing funds to: (a) refund the Refunded Bonds and (b) pay Costs of Issuance.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, [without option of prior redemption an payment,][subject to redemption and payment prior to their Stated Maturities as provided in ***Article III*** hereof,] and shall bear interest at the rates per annum as follows:

SERIAL BONDS

Stated Maturity November 1	Principal Amount	Annual Rate of Interest	Stated Maturity November 1	Principal Amount	Annual Rate of Interest
2021	$[400,000	_______%	2027	$215,000	_______%
2022	400,000		2028	215,000	
2023	405,000		2029	220,000	
2024	240,000		2030	220,000	
2025	235,000		2031	210,000]	
2026	215,000				

[TERM BONDS

Stated Maturity November 1	Principal Amount	Annual Rate of Interest
2031	$_______	_____%]

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in ***Section 204*** hereof.

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

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

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq*. and K.S.A. 10-620 *et seq*., respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required [(a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to ***Article III*** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b)]to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this ***Article II***.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as ***EXHIBIT A*** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated August 4, 2020, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Director of Finance are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Bonds. The sale of the Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. The Bonds shall not be subject to optional redemption and payment prior to their Stated Maturity.

[***Mandatory Redemption.*** [(a) *[____] Term Bonds*.] The [____] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on November 1 in each year, the following principal amounts of such [____] Term Bonds:

Principal Amount	Year
$	
	*

*Final Maturity

[(b) *[____] Term Bonds*. The [____] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on November 1 in each year, the following principal amounts of such [____] Term Bonds:

Principal Amount	**Year**
$	
	[____]*

*Final Maturity]

[(c) *2031 Term Bonds*.] The 2031 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on November 1 in each year, the following principal amounts of such 2031 Term Bonds:

Principal Amount	**Year**
$	
	2031*

*Final Maturity]

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.]

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the improvements financed by the Refunded Bonds and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes and/or assessments referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS
DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

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

(a) Redemption Fund for Refunded Bonds.

(b) Debt Service Account for General Obligation Refunding Bonds, Series 2020-A (within the Bond and Interest Fund).

(c) Costs of Issuance Account for General Obligation Refunding Bonds, Series 2020-A.

(d) Compliance Account.

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

Section 502. Deposit of Bond Proceeds and Other Moneys. The net proceeds received from the sale of the Bonds and certain other funds shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) All accrued interest and excess proceeds, if any, received from the sale of the Bonds shall be deposited in the Debt Service Account.

(b) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.

(c) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited into the Redemption Fund.

(d) In addition to proceeds of the Bonds, the Issuer will deposit into the Redemption Fund amounts from the debt service account for the Series 2011-A Bonds to provide additional funds for the redemption of the Refunded Bonds.

Section 503. Application of Moneys in the Redemption Fund. Moneys in the Redemption Fund shall be paid and transferred to the Refunded Bonds Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Bonds on the Refunded Bonds Redemption Date. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Bonds shall be transferred to the Debt Service Account.

Section 504. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 505. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account other than the Redemption Fund may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account.

Section 506. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Compliance Account or Debt Service Account.

Section 507. Application of Moneys in the Compliance Account. Moneys in the Compliance Account shall be used by the Issuer to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. Any funds remaining in the Compliance Account on the sixth anniversary of the Issue Date shall be transferred to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying

Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with ***Article III*** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Director of Finance are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to ***Article VII*** hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;

(c) permit preference or priority of any Bond over any other Bond; or

(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by ordinance or resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the Governing Body amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the ordinance or resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor, Director of Finance, and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1008. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED by the City Commission on August 25, 2020.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on August 25, 2020, as the same appears of record in my office.

DATED: August 25, 2020.

Clerk

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CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	August 25, 2020	
RESOLUTION OR ORDINANCE NUMBER		
AGENDA TITLE	**Acceptance and execution of the bid form selling the Bonds to the best bidder on the basis of the bid and the terms specified in the Notice of Bond Sale for the purchase of Taxable General Obligation Electric Utililty System Refunding Bonds, Series 2020-B.**	
REQUESTING DEPARTMENT	Finance Department	
PRESENTER	Stephanie A. Richardson, Finance Director	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	The ordinances authorize the issuance of Series 2020-A & 2020-B general obligation bonds to refund portions of the city's current outstanding bonds. The resolutions set out the form and details of the bond sale as well as authorizing and directing the sale and delivery of the bonds while providing for payment security for the bonds.	
BACKGROUND		
SPECIAL NOTES	The bond sale is scheduled for 10:00am on Tuesday, August 25th.	

ANALYSIS	A tabulation of bids (Exhibit A) and bid of purchaser (Exhibit B) will be sent to Commissioners once the bond sale has been completed and documents have been received from Baker Tilly and Gilmore & Bell, P.C. on Tuesday, August 25th prior to the Commission Meeting at 6:30 pm.
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends acceptance and award of the bid as recommended by Baker Tilly and Gilmore & Bell, P.C.
REFERENCE DOCUMENTS ATTACHED	

Gilmore & Bell, P.C.
08/14/2020

ORDINANCE NO. S-20-07

OF

THE CITY OF COFFEYVILLE, KANSAS

AUGUST 25, 2020

TAXABLE GENERAL OBLIGATION
ELECTRIC UTILITY SYSTEM REFUNDING BONDS
SERIES 2020-B

ORDINANCE NO. S-20-07

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION ELECTRIC UTILITY SYSTEM REFUNDING BONDS, SERIES 2020-B, OF THE CITY OF COFFEYVILLE, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE CITY'S OUTSTANDING ELECTRIC UTILITY SYSTEM REVENUE BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; PROVIDING, IF NECESSARY FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Coffeyville, Kansas (the "Issuer"), owns and operates an electric utility system (the "System"), and has heretofore issued and has outstanding bonds that financed or refinanced improvements to the System (the "System Indebtedness"); and

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

WHEREAS, the City heretofore issued and has Outstanding the Refunded Bonds and is authorized by K.S.A. 10-427 *et seq*. and K.S.A. 10-1201 *et seq*. to issue general obligation refunding bonds of the City for the purpose of refunding the Refunded Bonds; and

WHEREAS, the City heretofore adopted Resolution No. No. R-20-47 declaring it advisable to refund the Refunded Bonds, said resolution being published in accordance with such statutory provisions with no sufficient protest petition being filed against said refunding; and

WHEREAS, the principal amount of the proposed Series 2020-B Bonds does not exceed the maximum principal amount of the bonds described in Resolution No. No. R-20-47; and

WHEREAS, the total cost to the City on the Series 2020-B Bonds is less than the remaining interest cost to the City on the Refunded Bonds, and the anticipated revenues of the System are expected to be sufficient to retire the Series 2020-B Bonds; and

WHEREAS, in order to reduce debt service requirements of the City for certain years, to release the Issuer from certain burdensome covenants and restrictions relating to the Refunded Bonds, to restructure the debt payments on the Refunded Bonds and to provide an orderly plan of finance for the City, it has become desirable and in the best interest of the City and the System to refund the Refunded Bonds; and

WHEREAS, in addition to the Refunded Bonds, the City has Outstanding System Indebtedness comprised of the Series 2011-A Bonds and the Series 2015-B Bonds, which constitute Parity Bonds, and the Series 2013-A Bonds and the Series 2018-A Bonds, which constitute Subordinate Lien Bonds; and

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

WHEREAS, prior to or simultaneously with the issuance of the Series 2020-B Bonds, such terms and conditions will be satisfied.

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

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

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-427 *et seq*., K.S.A. 10-620 *et seq*., and K.S.A. 10-1201 *et seq*., all as amended and supplemented from time to time.

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

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

"Bond Resolution" means collectively the Series 2011-A Bond Resolution, the Series 2013-A Supplemental Resolution, the Series 2015 Supplemental Resolution, the Series 2018-A Supplemental Resolution, the Series 2020-A Supplemental Resolution and any other supplemental resolution to be adopted by the governing body of the Issuer prescribing the terms and details of any Additional Bonds.

"Bonds" means collectively the Series 2011-A Bonds, Series 2013-A Bonds, the Series 2015-B Bonds, the Series 2018-A Bonds, the Series 2020-B Bonds, and any other Additional Bonds.

"City" means the City of Coffeyville, Kansas.

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

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

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

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

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

“Ordinance” means this Ordinance authorizing the issuance of the Bonds.

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

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

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

“Refunded Bonds” means the Series 2015-B Bonds maturing in the years 2026 to 2042, inclusive, in the aggregate principal amount of $38,300,000.

“Refunded Bonds Redemption Date” means June 1, 2025.

“Refunded Bonds Resolution” means the ordinance and resolution which authorized the Refunded Bonds.

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

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

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

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

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

“**Series 2013-A Supplemental Resolution**” means collectively Ordinance No. S-13-06 and Resolution No. R-13-98 which authorized the Series 2013-A Bonds and amended and supplemented the Series 2011-A Bond Resolution.

“Series 2015-B Bonds” means the Issuer's Electric Utility System Revenue Bonds, Series 2015-B, dated June 25, 2015.

“**Series 2015 Supplemental Resolution**” means collectively Ordinance No. S-15-05 and Resolution No. R-15-68 which authorized the Series 2015-B Bonds and amended and supplemented the Series 2011-A Bond Resolution.

“Series 2018-A Bonds” means the Issuer's Taxable General Obligation Electric Utility System Refunding Bonds, Series 2018-A, dated June 19, 2018.

“**Series 2018-A Supplemental Resolution**” means collectively Ordinance No. S-18-02 and Resolution No. R-18-41 which authorized the Series 2018-A Bonds and amended and supplemented the Series 2011-A Bond Resolution.

“**Series 2020-B Bonds**” means the Issuer's Taxable General Obligation Electric Utility System Refunding Bonds, Series 2020-B, authorized pursuant to the Series 2020-B Supplemental Resolution.

“**Series 2020-B Supplemental Resolution**” means collectively Ordinance No. S-20-[__] and Resolution No. R-20-[__] which authorized the Series 2020-B Bonds and amended and supplemented the Series 2011-A Bond Resolution.

“State” means the State of Kansas.

“Subordinate Lien Bonds” means collectively the Series 2013-A Bonds, the Series 2018-A Bonds, the Series 2020-B Bonds, and any Additional Bonds or Additional Obligations payable from the Revenues on a subordinate lien basis to any Parity Bonds and Junior Lien Obligations, and which constitute general obligations of the City.

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

“System Indebtedness” means collectively all Bonds and all Additional Obligations.

Section 2. Authorization of the Series 2020-B Bonds. There shall be issued and hereby are authorized and directed to be issued the Taxable General Obligation Electric Utility System Refunding Bonds, Series 2020-B, of the City in the principal amount of $42,385,000*, for the purpose of providing funds to: (a) refund the Refunded Bonds; (b) pay Costs of Issuance; and (c) pay a portion of the interest on the Series 2020-B Bonds.

Section 3. Security for the Series 2020-B Bonds. The Series 2020-B Bonds shall be general obligations of the City payable from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the City hereby pledges said Net Revenues to the payment of the principal of and interest on the Series 2020-B Bonds. The interest on the Series 2020-B Bonds to and including Refunded Bonds Redemption Date shall be primarily payable from the proceeds of certain United States government securities and cash held in an escrow fund. The City shall establish sufficient rates, fees and charges for use of the System to provide for payment of the Expenses and the repayment on the Series 2020-B Bonds. If said Net Revenues are not sufficient to provide for the payment of the principal of and interest on the Series 2020-B Bonds, the City shall levy taxes as set forth in ***Section 5*** hereof. The covenants and agreements of the City contained herein and in the Series 2020-B Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Series 2020-B Bonds, all of which

Series 2020-B Bonds shall be of equal rank and without preference or priority of one Series 2020-B Bond over any other Series 2020-B Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Series 2020-B Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance. Pursuant to the terms of the Bond Resolution, the City will reserve the right to issue Additional Bonds which are prior in lien on said Net Revenues to the lien of the Series 2020-B Bonds and/or on the same lien status as the Series 2020-B Bonds upon the satisfaction of certain terms and conditions set forth in the Bond Resolution.

The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Series 2020-B as the same become due.

Section 4. Terms, Details and Conditions of the Series 2020-B Bonds. The Series 2020-B Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the governing body of the City.

Section 5. Levy and Collection of Annual Tax. The governing body of the City shall annually, to the extent necessary, make provision for the payment of principal of, premium, if any, and interest on the Series 2020-B Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Series 2020-B Bonds as and when the same become due and the fees and expenses of the Paying Agent. The proceeds derived from said taxes and/or assessments shall be deposited in the Bond and Interest Fund.

If at any time said taxes are not collected in time to pay the principal of or interest on the Series 2020-B Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes and/or assessments are collected.

Section 6. Further Authority. The Mayor, Finance Director, City Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Series 2020-B Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

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PASSED by the governing body of the City on August 25, 2020 and **SIGNED** by the Mayor by direction of the governing body, the Mayor being absent from the meeting.

(SEAL)

____

Mayor

ATTEST:

____

City Clerk

APPROVED AS TO FORM ONLY.

____

City Attorney

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Gilmore & Bell, P.C.
08/14/2020

RESOLUTION NO. R-20-60

OF

THE CITY OF COFFEYVILLE, KANSAS

AUGUST 25, 2020

$42,385,000*
TAXABLE GENERAL OBLIGATION
ELECTRIC UTILITY SYSTEM REFUNDING BONDS
SERIES 2020-B

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RESOLUTION NO. R-20-60

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION ELECTRIC UTILITY SYSTEM REFUNDING BONDS, SERIES 2020-B, OF THE CITY OF COFFEYVILLE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. S-20-07 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Series 2020-B Bonds; and

WHEREAS, the Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Series 2020-B Bonds; and

WHEREAS, in order to provide for the payment of the Refunded Bonds it is desirable to enter into the Escrow Agreement, by and between the Issuer and the Escrow Agent.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein and the Bond Resolution, the following words and terms as used in this Series 2020-B Supplemental Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-427 *et seq*., K.S.A. 10-620 *et seq*., and K.S.A. 10-1201 *et seq*., all as amended and supplemented from time to time.

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

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

"Authorized Denomination" means $5,000 or any integral multiples thereof.

"Beneficial Owner" of Bonds includes any Owner of Bonds and any other Person who, directly or indirectly has the investment power with respect to any such Bonds.

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

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

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

"Bond Registrar" means, with respect to the Series 2020-B Bonds, the State Treasurer, and its successors and assigns.

"Bond Resolution" means collectively the Series 2011-A Bond Resolution, the Series 2013-A Supplemental Resolution, the Series 2015 Supplemental Resolution, the Series 2018-A Supplemental Resolution, the Series 2020-A Supplemental Resolution and any other supplemental resolution to be adopted by the governing body of the Issuer prescribing the terms and details of any Additional Bonds.

"Bonds" means collectively the Series 2011-A Bonds, Series 2013-A Bonds, the Series 2015-B Bonds, the Series 2018-A Bonds, the Series 2020-B Bonds, and any other Additional Bonds.

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

"Cede & Co." means Cede & Co., as nominee of DTC and any successor nominee of DTC.

"City" means the City of Coffeyville, Kansas.

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

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

"Compliance Account" means the Compliance Account created pursuant to ***Section 501*** hereof.

"**Consultant**" means the Consulting Engineer, the Independent Accountant or an independent consultant qualified and having a favorable reputation for skill and experience in financial affairs selected by the Issuer and acceptable to the Bond Insurer for the purpose of carrying out the duties imposed on the Consultant by the Bond Resolution.

"Consulting Engineer" means an independent engineer or engineering firm or architect or architectural firm, having a favorable reputation for skill and experience in the construction, financing and operation of public utilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by the Bond Resolution.

"Costs of Issuance" means all costs of issuing any series of Bonds, including all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving financial ratings on any series of Bonds, and any premiums or expenses incurred in obtaining any credit enhancement.

"Costs of Issuance Account" means the Costs of Issuance Account for Taxable General Obligation Electric Utility System Refunding Bonds, Series 2020-B created pursuant to ***Section 501*** hereof.

"Dated Date" means September 24, 2020.

"Debt Service Account-2011-A" means the Debt Service Account for the Series 2011-A Bonds, referred to in ***Section 501*** hereof.

"**Debt Service Account-2013-A**" means the Debt Service Account for the Series 2013-A Bonds, referred to in ***Section 501*** hereof.

"**Debt Service Account-2015-B**" means the Debt Service Account for the Series 2015-B Bonds, referred to in ***Section 501*** hereof.

"**Debt Service Account-2018-A**" means the Debt Service Account for the Series 2018-A Bonds, referred to in ***Section 501*** hereof.

"**Debt Service Account-2020-B"** means the Debt Service Account for the Series 2020-B Bonds, created in ***Section 501*** hereof.

"Debt Service Coverage Ratio" means, for any Fiscal Year: (a) with respect to the covenants contained in ***Section 802*** of the Series 2011-A Bond Resolution, the ratio determined by dividing (i) a numerator equal to the Net Revenues for such Fiscal Year by (ii) a denominator equal to the Debt Service Requirements for such Fiscal Year; and (b) with respect to the covenants contained in ***Article IX*** of the Series 2011-A Bond Resolution, the ratio determined by dividing (i) a numerator equal to the Net Revenues for such Fiscal Year by (ii) a denominator equal to the Maximum Annual Debt Service on all System Indebtedness; provided that with respect to Additional Bonds that are proposed to be Parity Bonds, Debt Service Requirements on Junior Lien Obligations and Subordinate Lien Bonds shall be disregarded; further provided that with respect to Additional Bonds that are proposed to be Junior Lien Obligations, Debt Service Requirements on Subordinate Lien Bonds shall be disregarded.

"Debt Service Requirements" means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the System Indebtedness for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

"Debt Service Reserve Accounts" means, collectively, the Debt Service Reserve Account-Parity Bonds and the Debt Service Reserve Account-2015-B.

"Debt Service Reserve Account-Parity Bonds" means Debt Service Reserve Account for the Parity Bonds, other than the Series 2015-B Bonds, created by the Series 2011-A Bond Resolution.

"Debt Service Reserve Account-2015-B" means the Debt Service Reserve Account for Electric Utility System Revenue Bonds, Series 2015-B created by the Series 2015 Supplemental Resolution.

"Debt Service Reserve Requirement" means: (a) with respect to Parity Bonds other than the Series 2015-B Bonds, the amount equal to the least of: (1) the aggregate of 10% of the original stated principal amount of each Series of such Parity Bonds; (2) the Maximum Annual Debt Service for all such Parity Bonds during any Fiscal Year; or (3) 125% of the average annual Debt Service Requirements for all such Parity Bonds over the term of all such Parity Bonds; and (b) with respect to the Series 2015-B Bonds, the amount equal to the least of: (1) the aggregate of 10% of the original stated principal amount of the Series 2015-B Bonds, (2) the Maximum Annual Debt Service for the Series 2015-B Bonds during any Fiscal Year, or (3) 125% of the average annual Debt Service Requirements for the Series 2015-B Bonds over the term of the Series 2015-B Bonds. If the aggregate initial offering price of any series of Bonds to the public is less than 98% or more than 102% of par, such offering price shall be used in each clause (1) in lieu of the stated principal amount. When calculating the Debt Service Reserve Requirement in conjunction with the issuance of the Bonds described in ***Section 905*** of the Series 2011-A Bond Resolution, the principal amount of the refunded bonds shall be deducted from said calculations.

"Defaulted Interest" means interest on any Bond which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) evidences of ownership of proportionate interests in future interest and principal payments on United States Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying United States Government Obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated (subject to approval of the Bond Insurer only with respect to the Series 2004-B Bonds);

(c) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in the highest rating category by Moody's (presently "Aaa") or Standard & Poor's (presently "AAA").

"Depreciation and Replacement Account" means the Electric Utility System Depreciation and Replacement Account referred to in ***Section 501*** hereof.

“Depreciation and Replacement Requirement” means an amount equal to $100,000.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“Disclosure Undertaking” means the Continuing Disclosure Undertaking, dated as of the Dated Date, relating to certain obligations contained in the SEC Rule.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

“Escrow Agent” means BOKF, N.A., Overland Park, Kansas, and its successors and assigns.

“Escrow Agreement” means the Escrow Trust Agreement, dated as of the Dated Date, between the Issuer and the Escrow Agent.

“Escrow Fund” means the Escrow Fund for Refunded Bonds referred to in ***Section 501*** hereof.

“Escrowed Securities” means the direct, noncallable obligations of the United States of America, as described in the Escrow Agreement.]

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise; or

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall for any reason be rendered incapable of fulfilling its obligations hereunder; or

(d) Any substantial part of the System shall be destroyed or damaged to the extent of impairing its efficient operation or adversely affecting its Net Revenues and the Issuer shall not within a reasonable time commence the repair, replacement or reconstruction thereof and proceed thereafter to complete with reasonable dispatch the repair, replacement or reconstruction thereof; or

(e) Final judgment for the payment of money shall be rendered against the Issuer as a result of the ownership, control or operation of the System and any such judgment shall not be discharged within one hundred twenty (120) days from the entry thereof or an appeal shall not be taken therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, in such manner as to stay the execution of or levy under such judgment, order, decree or process or the enforcement thereof; or

(f) An order or decree shall be entered, with the consent or acquiescence of the Issuer, appointing a receiver or receivers of the System or any part thereof or of the revenues thereof, or if such order or decree, having been entered without the consent or acquiescence of the Issuer, shall not be vacated or discharged or stayed on appeal within sixty (60) days after the entry thereof; or

(g) Any proceeding shall be instituted, with the consent or acquiescence of the Issuer, for the purpose of effecting a composition between the Issuer and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the Net Revenues; or

(h) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in the Bond Resolution (other than the covenants relating to continuing disclosure contained herein and in the Disclosure Instructions) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding; or

(i) A monetary default shall have occurred on any System Indebtedness.

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

"Financial Guaranty Agreement" means, with respect to the Series 2015-B Bonds, the Financial Guaranty Agreement (Issuer), dated as of June 25, 2015, between the Issuer and the Bond Insurer relating to the issuance and delivery of the Qualified Reserve Facility for the Debt Service Reserve Account-2015-B.

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

"Funds and Accounts" means funds and accounts created or referred to in ***Section 501*** hereof.

"Independent Accountant" means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by the Bond Resolution.

"Interest Payment Date(s)" means, with respect to the Series 2020-B Bonds, the Stated Maturity of an installment of interest on the Series 2020-B Bonds which shall be June 1 and December 1 of each year, commencing December 1, 2020.

"Issue Date" means the date when the Issuer delivers any series of Bonds to the Purchaser in exchange for the Purchase Price.

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

“Junior Lien Obligations” means any other Additional Bonds or Additional Obligations payable from, and secured by a lien on the Revenues, which lien is junior to that of any Parity Bonds, but senior to that of the Subordinate Lien Bonds.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

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

“Maximum Annual Debt Service” means the maximum amount of Debt Service Requirements as computed for the then current or any future Fiscal Year; provided that the Debt Service Requirements in the final Stated Maturity of any series of Parity Bonds shall be reduced by the value of cash and Permitted Investments on deposit in the Debt Service Reserve Account, so long as the Debt Service Reserve Account is maintained at the Debt Service Reserve Requirement.

“Moody's” means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer with notice to the Bond Insurer.

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

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

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

(b) To the Paying Agent at:

Series 2020-B Bonds:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

Series 2020-B Bonds:

[Purchaser]
[Address]
[City, State Zip]
Fax: [___]

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.
55 Water Street, 38th Floor
New York, New York 10004

(e) To the Escrow Agent at:

BOKF, N.A.
7500 College, Suite 1450
Overland Park, Kansas 66210
Fax: (913) 802-5764

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

"Notice Representative" means:

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

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

(c) With respect to any Purchaser, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

(e) With respect to the Escrow Agent, the Manager of the Corporate Trust Department.

"Official Statement" means Issuer's Official Statement relating to the Series 2020-B Bonds.

"Operation and Maintenance Account" means the Electric Utility System Operation and Maintenance Account referred to in ***Section 501*** hereof.

"Ordinance" means Ordinance No. S-20-[____] of the Issuer authorizing the issuance of the Series 2020-B Bonds, as amended from time to time.

"Outstanding" means, when used with reference to Bonds, as of a particular date of determination, all Bonds theretofore, authenticated and delivered, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to the Bond Resolution;

(b) Bonds deemed to be paid in accordance with the provisions of ***Section 1101*** of the Bond Resolution;

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under the Bond Resolution; and

(d) Bonds, the principal or interest of which has been paid by the Bond Insurer.

"Owner" when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Series 2020-B Supplemental Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

"Parity Bonds" means the Outstanding Series 2011-A Bonds, the Series 2015-B Bonds, and any Additional Bonds hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Series 2011-A and Series 2015-B Bonds with respect to the Net Revenues.

"Parity Debt Service Accounts" means the debt service accounts for all Parity Bonds and Parity Obligations then Outstanding, other than the Series 2015-B Bonds.

"Parity Obligations" means any Additional Obligations hereafter issued or incurred pursuant to ***Section 902*** or ***Section 905*** of the Series 2011-A Bond Resolution and standing on a parity and equality with the Parity Bonds with respect to the lien on the Net Revenues.

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

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means, with respect to the Series 2020-B Bonds, the State Treasurer, and its successors and assigns.

"Permitted Investments" shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Purchase Price" means, with respect to the Series 2020-B Bonds, the principal amount of the Series 2020-B Bonds plus accrued interest to the date of delivery[, plus a bid premium of $________].

"Purchaser" means, with respect to the Series 2020-B Bonds, [Purchaser], [City, State], the original purchaser of the Series 2020-B Bonds, and any successor and assigns.

"Qualified Reserve Facility" means with respect to any Bonds or Series of Bonds, a letter of credit, surety bond or similar instrument issued by a bank, insurance company or other financial institution with a credit rating, at the time of delivery, in one of the ***two*** highest long-term Rating Categories (without regard to any refinements of gradation of any rating category by numerical modifier or otherwise) by any nationally recognized rating service at the time the Qualified Reserve Facility is delivered, for the purpose of satisfying all or any portion of the Debt Service Reserve Requirement attributable to such Series of Bonds. With respect to the Series 2015-B Bonds, the reserve surety policy issued by the Bond Insurer pursuant to the Financial Guaranty Agreement is a Qualified Reserve Facility.

"Rating Agency" means any company, agency or entity that provides financial ratings for the Bonds.

"Rating Category" means a generic securities rating category assigned by a Rating Agency, without regard, in the case of a long-term rating category, to any refinement or gradation of such long-term rating category by a numerical modifier or otherwise.

"Record Dates" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

"Redemption Date" when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Series 2020-B Supplemental Resolution.

"Redemption Fund" means the Redemption Fund for Refunded Bonds referred to in ***Section 501*** hereof.

"Redemption Price" when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of the Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Refunded Bonds" means the Series 2015-B Bonds maturing in the years 2026 to 2042, inclusive, in the aggregate principal amount of $38,300,000.

"Refunded Bonds Paying Agent" means the paying agent for the Refunded Bonds as designated in the Refunded Bonds Resolution, and any successor or successors at the time acting as paying agent of the Refunded Bonds.

"Refunded Bonds Redemption Date" means June 1, 2025.

"Refunded Bonds Resolution" means the ordinance and resolution which authorized the Refunded Bonds.

"Refunding Bonds" means System Indebtedness issued pursuant to ***Section 905*** of the Series 2011-A Bond Resolution for the purpose of refunding any Outstanding System Indebtedness.

"Replacement Bonds" means Bonds issued to the Beneficial Owners of the Bonds in accordance with ***Section 212*** hereof.

"Revenue Fund" means the Electric Utility System Revenue Fund referred to in ***Section 501*** hereof.

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

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

"Securities Depository" means, initially, DTC, and its successors and assigns.

"Series 2011-A Bond Resolution" means collectively Ordinance No. S-11-13 and Resolution No. R-11-117 which authorized the Series 2011-A Bonds.

"Series 2011-A Bonds" means the Issuer's Electric Utility System Revenue Bonds, Series 2011 A, dated December 28, 2011, authorized and issued pursuant to the Series 2011-A Bond Resolution.

"Series 2013-A Supplemental Resolution" means collectively Ordinance No. S-13-06 and Resolution No. R-13-98 which authorized the Series 2013-A Bonds and amended and supplemented the Series 2011-A Bond Resolution.

"Series 2013-A Bonds" means the City's General Obligation Electric Utility System Refunding Bonds, Series 2013-A; dated December 3, 2013, authorized and issued pursuant to the Series 2013-A Supplemental Resolution.

"Series 2015-B Bonds" means the City's Electric Utility System Revenue Bonds, Series 2015-B, authorized and issued by the City pursuant to the Series 2015 Supplemental Resolution.

"Series 2015 Supplemental Resolution" means collectively Ordinance No. S-15-05 and Resolution No. R-15-68 which authorized the Series 2015-B Bonds and amended and supplemented the Series 2011-A Bond Resolution.

"**Series 2018-A Bonds**" means the Issuer's Taxable General Obligation Electric Utility System Refunding Bonds, Series 2018-A, authorized pursuant to the Series 2018-A Supplemental Resolution.

"**Series 2018-A Supplemental Resolution**" means collectively Ordinance No. S-18-02 and Resolution No. R-18-41 which authorized the Series 2018-A Bonds and amended and supplemented the Series 2011-A Bond Resolution.

"**Series 2020-B Bonds**" means the Issuer's Taxable General Obligation Electric Utility System Refunding Bonds, Series 2020-B, authorized pursuant to the Series 2020-B Supplemental Resolution.

"**Series 2020-B Supplemental Resolution**" means collectively Ordinance No. S-20-[__] and Resolution No. R-20-[__] which authorized the Series 2020-B Bonds and amended and supplemented the Series 2011-A Bond Resolution.

"Short-Term Indebtedness" means System Indebtedness having an original maturity less than or equal to one year from the date of original incurrence thereof, and not renewable or extendible at the option of the obligor thereon for a term greater than one year beyond the date of original issuance.

"Special Record Date" means the date fixed by the Paying Agent pursuant to ***Section 207*** hereof for the payment of Defaulted Interest.

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

"State" means the state of Kansas.

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

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Series 2020-B Supplemental Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

"Subordinate Lien Bonds" means collectively the Series 2013-A Bonds, the Series 2018-A Bonds, the Series 2020-B Bonds, and any Additional Bonds or Additional Obligations payable from the Revenues on a subordinate lien basis to any Parity Bonds and Junior Lien Obligations, and which constitute general obligations of the City.

"Surplus Account" means the Electric Utility System Surplus Account referred to in ***Section 501*** hereof.

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

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

"Term Bonds" means any Bonds designated as Term Bonds in this Series 2020-B Supplemental Resolution or in any supplemental resolution authorizing the issuance of Additional Bonds.

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

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Series 2020-B Bonds. The Series 2020-B Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of $42,385,000*, for the purpose of providing funds to: (a) refund the Refunded Bonds; (b) pay Costs of Issuance; and (c) pay a portion of the interest on the Series 2020-B Bonds.

Section 202. Description of the Series 2020-B Bonds. The Series 2020-B Bonds shall consist of fully registered bonds in Authorized Denominations, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Series 2020-B Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, and subject to redemption and payment, prior to their Stated Maturities as provided in ***Article III*** hereof and shall bear interest at the rates per annum as follows:

Stated Maturity June 1	Principal Amount	Annual Rate of Interest	Stated Maturity June 1	Principal Amount	Annual Rate of Interest
2026	$[________]	[____]%	2035	$[________]	[____]%
2027			2036		
2028			2037		
2029			2038		
2030			2039		
2031			2040		
2032			2041		
2033			2042		
2034					

The Series 2020-B Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in ***Section 204*** of the Series 2011-A Bond Resolution. The Series 2020-B Bonds shall be issued as Book-Entry-Only Bonds and administered in accordance with the provisions of ***Section 209*** of the Series 2011-A Bond Resolution.

Each of the Series 2020-B Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as ***Exhibit A*** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Series 2020-B Bonds and Bond Registrar with respect to the registration, transfer and exchange of the Series 2020-B Bonds. The

Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Series 2020-B Bonds.

Section 204. Preliminary and Final Official Statement. The Preliminary Official Statement dated [August 4, 2020], is hereby ratified and approved. The final Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 205. Sale of the Series 2020-B Bonds. The sale of the Series 2020-B Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Series 2020-B Bonds shall be made to the Purchaser as soon as practicable after the adoption of this Bond Resolution, upon payment of the Purchase Price.

Section 206. Authorization of Escrow Agreement. The Issuer is hereby authorized to enter into the Escrow Agreement, and the Mayor and Clerk are hereby authorized and directed to execute the Escrow Agreement with such changes therein as such officials may deem appropriate, for and on behalf of and as the act and deed of the Issuer. The Escrow Agent is hereby authorized to carry out, on behalf of the Issuer, the duties, terms and provisions of the Escrow Agreement, and the Escrow Agent, the Purchaser and Bond Counsel are authorized to take all necessary actions for the subscription and purchase of the Escrowed Securities described therein, including the subscription for United States Treasury Securities - State and Local Government Series.

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

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer. The Bonds shall be subject to redemption and payment prior to their Stated Maturity, as follows:

(a) ***Optional Redemption***. At the option of the Issuer, Series 2020-B Bonds maturing on June 1 in the years 2031 and thereafter will be subject to redemption and payment prior to their Stated Maturity on June 1, 2030, and thereafter as a whole or in part (selection of maturities and the amount of Series 2020-B Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

(b) ***Mandatory Redemption***. [There are **no** Series 2020-B Term Bonds.]

[(1) *General*. The Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.

(2) *The Series 2020-B[-_____] Term Bonds*. The Issuer shall from the payments specified in *Error! Reference source not found.**(b)*** hereof which are to be deposited into the Debt Service Account redeem on June 1 in each year, the following principal amounts of Series 2020-B[-______] Term Bonds:

Principal Amount	**Year**
	*

*Final Maturity

(3) [*The Series 2020-B-[2042] Term Bonds*. The Issuer shall from the payments specified in *Error! Reference source not found.**(b)*** hereof which are to be deposited into the Debt Service Account redeem on June 1 in each year, the following principal amounts of Series 2020-B-[2042] Term Bonds:

Principal Amount	**Year**
	2042*

*Final Maturity

(c) ***Extraordinary Optional Redemption of Bonds from Insurance and/or Condemnation Awards***. At the option of the Issuer, the Series 2020-B Bonds shall be subject to redemption and payment prior to their respective stated maturities (selection of maturities and the amount of Series 2020-B Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption, in the event of substantial damage to or destruction or condemnation (other than condemnation by the Issuer) of, or loss of title to, substantially all of the System. The extraordinary optional redemption of the Series 2020-B Bonds shall be made from the proceeds of any insurance claim or condemnation award related to such event; provided, however, the Issuer shall not have the authority to exercise such extraordinary optional redemption of the Series 2020-B Bonds in the event there remains Outstanding any System Indebtedness that was issued prior to the Dated Date of the Series 2020-B Bonds.

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

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Series 2020-B Bonds shall be general obligations of the Issuer payable from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the Issuer hereby pledges said Net Revenues to the payment of the principal of and interest on the Series 2020-B Bonds. If said Net Revenues are not sufficient to provide for the payment of the principal of and interest on the Series 2020-B Bonds, the Issuer shall levy taxes as set forth in ***Section 5*** of the Ordinance and ***Section 402*** hereof. The interest on the Series 2020-B Bonds to and including Refunded Bonds Redemption Date shall be primarily payable from the proceeds of certain Escrowed Securities and cash held in the Escrow Fund pursuant to the terms of the Escrow Trust Agreement. The covenants and agreements of the Issuer contained herein and in the Series 2020-B Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Series 2020-B Bonds, all of which Series 2020-B Bonds shall be of equal rank and without preference or priority of one Series 2020-B Bond over any other Series 2020-B Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Series 2020-B Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Series 2020-B Supplemental Resolution. The Series 2020-B Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Net Revenues with any other Subordinate Lien Bonds. The Series 2020-B Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over other Subordinate Lien Bonds; and any other Subordinate Lien Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Series 2020-B Bonds. The Series 2020-B Bonds shall be junior and subordinate with respect to the payment of principal and interest from the Net Revenues and in all other respects to any Parity Bonds and any Junior Lien Obligations. In the event of any default in the payment of either principal of or interest on any of the System Indebtedness, all of the Net Revenues will be applied solely to the payment of the principal of and interest on the Parity Bonds and the Junior Lien Obligations, in that order, until such default is cured.

Section 402. Tax Levy. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Series 2020-B Bonds as the same become due, if necessary, after applying the Net Revenues pledged herein, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the Issuer are levied and collected, and the proceeds derived from said taxes shall be applied in the manner set forth in this Series 2020-B Supplemental Resolution.

If at any time said taxes are not collected in time to pay the principal of or interest on the Series 2020-B Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes and/or assessments are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS
DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation and Ratification of Funds and Accounts. Simultaneously with the issuance of the Series 2020-B Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- Debt Service Account for General Obligation Electric Utility System Refunding Bonds, Series 2020-B.
- Compliance Account for General Obligation Electric Utility System Refunding Bonds, Series 2020-B.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Series 2020-B Supplemental Resolution so long as the Series 2020-B Bonds are Outstanding. The following separate Funds and Accounts created and established in the treasury of the Issuer are hereby ratified and confirmed:

- Electric Utility System Revenue Fund.
- Electric Utility System Depreciation and Replacement Account.
- Electric Utility System Surplus Account.
- Electric Utility System Operation and Maintenance Account.
- Debt Service Account for Electric Utility System Revenue Bonds, Series 2011-A.
- Debt Service Account for General Obligation Electric Utility System Refunding Bonds, Series 2013-A.
- Debt Service Account for Electric Utility System Revenue Bonds, Series 2015-B.
- Debt Service Reserve Account for Electric Utility System Parity Bonds (other than Series 2015-B Bonds).
- Debt Service Reserve Account for Electric Utility System Revenue Bonds, Series 2015-B.
- Rebate Fund for Electric Utility System Revenue Bonds, Series 2011-A.
- Rebate Fund for General Obligation Electric Utility System Refunding Bonds, Series 2013-A.
- Rebate Fund for Electric Utility System Revenue Bonds, Series 2015-B.
- Compliance Account for Electric Utility System Revenue Bonds, Series 2011-A.
- Compliance Account for General Obligation Electric Utility System Refunding Bonds, Series 2013-A.
- Compliance Account for Electric Utility System Revenue Bonds, Series 2015-B.

The Funds and Accounts created or referenced in the Series 2011-A Bond Resolution, Series 2013-A Supplemental Resolution and Series 2015 Supplemental Resolution are hereby ratified and confirmed and shall be administered in accordance with the provisions of said resolutions so long as the respective Series 2011-A Bonds, Series 2013-A Bonds, and Series 2015 Bonds are Outstanding,

The above Funds and Accounts established herein shall be administered in accordance with the provisions of the Bond Resolution. In addition to the Funds and Accounts described above, the Escrow Agreement establishes the following Funds and Accounts to be held and administered by the Escrow Agent in accordance with the provisions of the Escrow Agreement:

- Escrow Fund for Refunded Bonds.
- Costs of Issuance Account for General Obligation Electric Utility System Refunding Bonds, Series 2020-B.

Section 502. Deposit of Series 2020-B Bond Proceeds. The net proceeds received from the sale of the Series 2020-B Bonds shall be deposited simultaneously with the delivery of the Series 2020-B Bonds as follows:

(a) Any excess proceeds received from the sale of the Series 2020-B Bonds shall be deposited in the Debt Service Account-2015-B and applied to payment of principal on the Series 2015-B Bonds that are not Refunded Bonds.

(b) An amount necessary to pay Costs of Issuance shall be transferred to the Escrow Agent for deposit in the Costs of Issuance Account and applied in accordance with the Escrow Agreement.

(c) The remaining balance of the proceeds derived from the sale of the Bonds shall be transferred to the Escrow Agent and deposited in the Escrow Fund.

Section 503. Application of Moneys in the Escrow Fund. Under the Escrow Agreement, the Escrow Agent will apply moneys in the Escrow Fund to purchase the Escrowed Securities and to establish an initial cash balance in accordance with the Escrow Agreement. The cash and Escrowed Securities held in the Escrow Fund will be applied by the Escrow Agent solely in the manner authorized by the Escrow Agreement. All money deposited with the Escrow Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in the Refunded Bond Resolution and the Escrow Agreement.

Section 504. Application of Moneys in the Costs of Issuance Account-2020-B. Moneys in the Costs of Issuance Account-2020-B shall be used by the Escrow Agent to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account-2020-B, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Series 2020-B Bonds, shall be transferred to Issuer for deposit into the Compliance Account-2020-B or Debt Service Account-2020-B.

Section 505. Verification of Certified Public Accountant. Prior to or concurrently with the issuance and delivery of the Series 2020-B Bonds and the creation of the Escrow Fund, the Issuer shall obtain a Verification Report from an independent certified public accountant that such accountant has verified the accuracy of the calculations that demonstrate that the money and obligations required to be deposited with the Escrow Agent pursuant to this Series 2020-B Supplemental Resolution and the Escrow Agreement, together with the earnings to accrue thereon, will be sufficient for the timely payment of the principal of and redemption premium, if any, on the Refunded Bonds and the interest on the Series 2020-B Bonds to the Refunded Bonds Redemption Date in accordance with the Escrow Agreement.

Section 506. Application of Moneys in the Compliance Account-2020-B. Moneys in the Compliance Account-2020-B shall be used to pay the to pay fees and expenses relating to compliance with state or federal securities laws. Any funds remaining in the Compliance Account-2020-B on the sixth anniversary of the Issue Date shall be transferred to the Debt Service Account-2020-B.

ARTICLE VI

COLLECTION AND APPLICATION OF REVENUES

Section 601. Revenue Fund. The Issuer covenants and agrees that from and after the delivery of the Series 2020-B Bonds, and continuing as long as any of the Bonds remain Outstanding hereunder, all of the Revenues shall as and when received be paid and deposited into the Revenue Fund. Said Revenues shall be segregated and kept separate and apart from all other moneys, revenues, Funds and Accounts of the Issuer and shall not be commingled with any other moneys, revenues, Funds and Accounts of the Issuer. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in the Bond Resolution, except as may be modified by the provisions of the Parity Resolution.

Section 602. Application of Moneys in Funds and Accounts. The Issuer covenants and agrees that from and after the delivery of the Series 2020-B Bonds and continuing so long as any of the Bonds shall remain Outstanding, it will on the first day of each month administer and allocate all of the moneys then held in the Revenue Fund as follows:

(a) ***Operation and Maintenance Account***. There shall first be paid and credited to the Operation and Maintenance Account an amount sufficient to pay the estimated cost of operating and maintaining the System during the ensuing 60-day period. All amounts paid and credited to the Operation and Maintenance Account shall be expended and used by the Issuer solely for the purpose of paying the Expenses.

(b) ***Debt Service Account-Parity Bonds***. There shall next be paid and credited monthly to the Parity Debt Service Accounts, to the extent necessary to meet on each Bond Payment Date the payment of all interest on and principal of the Parity Bonds, the following sums:

(1) Beginning with the first of said monthly deposits and continuing on the first day of each month thereafter so long as any of the Parity Bonds remain Outstanding an amount not less than 1/6 of the amount of interest that will become due on the Parity Bonds on the next succeeding Interest Payment Date; and

(2) Beginning with the first of said monthly deposits and continuing on the first day of each month thereafter so long as any of the Parity Bonds remain Outstanding, an amount not less than 1/12 of the amount of principal that will become due on the Parity Bonds on the next succeeding Maturity date.

The amounts required to be paid and credited to the Parity Debt Service Accounts pursuant to this Section shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service accounts established for the payment of the Debt Service Requirements on Parity Obligations under the provisions of the Parity Resolution(s).

All amounts paid and credited to the Parity Debt Service Accounts shall be expended and used by the Issuer for the sole purpose of paying the Debt Service Requirements of the Parity Bonds and Parity Obligations as and when the same become due at Maturity and on each Interest Payment Date.

If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Parity Debt Service Accounts established to pay the principal of and interest on any Parity Bonds or Parity Obligations, the available moneys in the Revenue Fund shall be divided among such Parity Debt Service Accounts in proportion to the respective principal amounts of said series of Parity Bonds and Parity Obligations at the time Outstanding which are payable from the moneys in said debt service accounts.

(c) ***Debt Service Reserve Accounts****.*

(1) *Debt Service Reserve Account-Parity Bonds*. Except as hereinafter provided in this Section, all amounts paid and credited to the Debt Service Reserve Account-Parity Bonds shall be expended and used by the Issuer solely to prevent any default in the payment of interest on or principal of the Parity Bonds, other than the Series 2015-B Bonds, on any Maturity date or Interest Payment Date if the moneys in the Parity Debt Service Accounts are insufficient to pay the Debt Service Requirements of said Parity Bonds as they become due. So long as the Debt Service Reserve Account-Parity Bonds aggregates the Debt Service Reserve Requirement, no further payments into said Account shall be required, but if the Issuer is ever required to expend and use a part of the moneys in said Account for the purpose herein authorized and such expenditure reduces the amount of the Debt Service Reserve Account-Parity Bonds below the Debt Service Reserve Requirement, or if the valuation of the Debt Service Reserve Account-Parity Bonds, as provided in ***Section 701(b)*** of the Series 2011-A Bond Resolution establishes that the value of the Debt Service Reserve Account-Parity Bonds is below the Debt Service Reserve Requirement, the Issuer shall transfer all available Revenues after providing for the transfers set forth above into the Debt Service Reserve Account-Parity Bonds until the Debt Service Reserve Account-Parity Bonds shall again aggregate the Debt Service Reserve Requirement.

Moneys in the Debt Service Reserve Account-Parity Bonds may be used to call the Parity Bonds, other than the Series 2015-B Bonds, for redemption and payment prior to their Stated Maturity or may be used to pay and retire the Parity Bonds and interest thereon; provided that after such redemption or payment there shall remain in the Debt Service Reserve Account- Parity Bonds an amount equal to the Debt Service Reserve Requirement. Any amounts in the Debt Service Reserve Account- Parity Bonds in excess of the Debt Service Reserve Requirement on any valuation date shall be transferred to the Parity Debt Service Account.

The Owners or Beneficial Owners of the Series 2015-B Bonds shall not have any right or claim in the Debt Service Reserve Account-Parity Bonds.

(2) *Debt Service Reserve Account-2015-B*. The Debt Service Reserve Requirement for the Debt Service Reserve Account-2015-B may be funded in whole or in part by deposit therein of a Qualified Reserve Facility. Any such Qualified Reserve Facility shall be valued at the maximum amount available to be drawn thereunder. Each Qualified Reserve Facility in the Debt Service Reserve Account-2015-B shall be payable (upon the giving of notice as required thereunder) on a pro rata basis with any other Qualified Reserve Facilities on deposit in the Debt Service Reserve Account-2015-B based on the available principal amount of such Qualified Reserve Facilities on any day on which moneys will be required to be withdrawn from the Debt Service Reserve Account-2015-B and applied to make up any deficiency in the Debt Service Account-2015-B; provided, that prior to drawing on any Qualified Reserve Facility, any cash or Permitted Investments in the Debt Service Reserve Account-2015-B shall be applied to cure such deficiency. If a Qualified Reserve Facility is terminated or not renewed, then the Issuer must provide funds for deposit in the Debt Service Reserve Account-2015-B in an amount sufficient to satisfy the Debt Service Reserve Requirement in not more than 24 months from the date of termination or non-renewal.

Except as hereinafter provided in this Section, all amounts paid and credited to the Debt Service Reserve Account-2015-B shall be expended and used by the Issuer solely to prevent any default in the payment of interest on or principal of the Series 2015-B Bonds on any Maturity date or Interest Payment Date if the moneys in the Debt Service Account-2015-B are insufficient to pay the Debt Service Requirements of said Series 2015-B Bonds as they become due. So long as the Debt Service Reserve Account-2015-B aggregates the Debt Service Reserve Requirement, no further payments into said Account shall be required. If the Issuer is ever required to expend and use a part of the moneys in said Account for the purpose herein authorized or there is an advance on any Qualified Reserve Facility for such purpose, and such expenditure or advance reduces the amount of the Debt Service Reserve Account-2015-B below the Debt Service Reserve Requirement, or if the valuation of the Debt Service Reserve Account-2015-B as provided in ***Section 701(b)*** of the Series 2011-A Bond Resolution establishes that the value of the Debt Service Reserve Account-2015-B is below the Debt Service Reserve Requirement, the Issuer shall transfer all available Revenues, after providing for the transfers set forth in subsections (a) and (b) above: (1) if such expenditure was made from a Qualified Reserve Facility, first to the provider of the Qualified Reserve Facility to satisfy the Reimbursement Obligation associated with such Qualified Reserve Facility; or (2) if such expenditure was made from cash or Permitted Investments, second into the Debt Service Reserve Account-2015-B until the Debt Service Reserve Account-2015-B shall again aggregate the Debt Service Reserve Requirement, which shall occur not more than 24 months from the date such Account is reduced below the Debt Service Reserve Requirement.

Moneys in the Debt Service Reserve Account-2015-B may be used to call the Series 2015-B Bonds for redemption and payment prior to their Stated Maturity or may be used to pay and retire the Series 2015-B Bonds and interest thereon; provided that after such redemption or payment there shall remain in the Debt Service Reserve Account-2015-B an amount equal to the Debt Service Reserve Requirement. Any amounts in the Debt Service Reserve Account-Series 2015-B in excess of the applicable Debt Service Reserve Requirement on any valuation date shall be transferred (i) during the period of construction of the Project, to the Project Account-2015-B, and (ii) after such construction period, to the Debt Service Account-2015-B.

Only the Owners or Beneficial Owners of the Series 2015-B Bonds shall have any right or claim in the Debt Service Reserve Account-2015-B.

(3) *Parity Transfers*. Except as hereinafter provided in this Section, all amounts paid and credited to the Debt Service Reserve Accounts from the Revenue Fund to replenish said Accounts to the Debt Service Reserve Requirement shall be transferred therein on a pro rata parity basis based the amount of Parity Bonds then Outstanding secured by such Debt Service Reserve Account.

(d) ***Debt Service Accounts-Junior Lien Obligations***. There shall next be paid and credited monthly to the debt service accounts for Junior Lien Obligations, to the extent necessary to meet on each Bond Payment Date the payment of all interest on and principal of the Junior Lien Obligations, the following sums:

(1) Beginning with the first of said monthly deposits and continuing on the first day of each month thereafter, so long as any Junior Lien Obligations remain Outstanding an amount not less than 1/6 of the amount of interest that will become due on the Junior Lien Obligations on the next succeeding Interest Payment Date; and

(2) Beginning with the first of said monthly deposits and continuing on the first day of each month thereafter so long as any of the Junior Lien Obligations Remain Outstanding an amount

not less than 1/12 of the amount of principal that will become due on the Junior Lien Obligations on the next succeeding Maturity date.

The amounts required to be paid and credited to each of the debt service accounts for Junior Lien Obligations pursuant to this Section shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service accounts established for the payment of the Debt Service Requirements on all Junior Lien Obligations under the provisions of the Bond Resolution.

All amounts paid and credited to the debt service accounts for Junior Lien Obligations shall be expended and used by the Issuer for the sole purpose of paying the Debt Service Requirements of the Junior Lien Obligations as and when the same become due at Maturity and on each Interest Payment Date.

If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the debt service accounts established to pay the Debt Service Requirements on any Junior Lien Obligations, the available moneys in the Revenue Fund shall, after provision is made for payment of Parity Bonds and Parity Obligations, and replenishing any amounts to the Debt Service Reserve Accounts, shall be divided among such debt service accounts in proportion to the respective principal amounts of each series of Junior Lien Obligations at the time Outstanding which are payable from the moneys in said debt service accounts.

(e) ***Debt Service Account-Subordinate Lien Bonds***. There shall next be paid and credited monthly to the Debt Service Account for the Subordinate Lien Bonds, so long as any of the Subordinate Lien Bonds remain Outstanding, an amount not less than an equal pro rata portion of the amount of interest that will become due on the Subordinate Lien Bonds on the next succeeding Interest Payment Date and an amount not less than an equal pro rata portion of the amount of principal that will become due on the Subordinate Lien Bonds on the next succeeding Maturity date.

The amounts required to be paid and credited to each of the debt service accounts for Subordinate Lien Bonds pursuant to this Section shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service accounts established for the payment of the Debt Service Requirements on all Subordinate Lien Bonds under the provisions of the Bond Resolution.

All amounts paid and credited to the debt service accounts for Subordinate Lien Bonds shall be expended and used by the Issuer for the sole purpose of paying the Debt Service Requirements of the Subordinate Lien Bonds as and when the same become due at Maturity and on each Interest Payment Date.

If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the debt service accounts established to pay the Debt Service Requirements on any Subordinate Lien Bonds, the available moneys in the Revenue Fund shall, after provision is made for payment of Parity Bonds, Parity Obligations, and Junior Lien Obligations, shall be divided among such debt service accounts in proportion to the respective principal amounts of each series of Subordinate Lien Bonds at the time Outstanding which are payable from the moneys in said debt service accounts.

(f) ***Depreciation and Replacement Account***. Except as hereinafter provided, moneys in the Depreciation and Replacement Account shall be expended and used by the Issuer, if no other funds are available therefor, solely for the purpose of making emergency replacements and repairs in and to the System as may be necessary to keep the System in good repair and working order and to assure the continued effective and efficient operation thereof. If the Issuer is ever required to expend a part of the moneys in the Depreciation and Replacement Account for its authorized purposes and such expenditure reduces the amount of the Depreciation and Replacement Account below the Depreciation and Replacement Requirement, then the Issuer shall not less than equal monthly payments into the Depreciation and

Replacement Account so that the Depreciation and Replacement Account again aggregates the Depreciation and Replacement Requirement within 36 months. Any amounts in the Depreciation and Replacement Account in excess of the Depreciation and Replacement Requirement may remain in the Depreciation and Replacement Account or be transferred by the Issuer to any other Funds and Accounts.

(g) ***Surplus Account***. After all payments and credits required at the time to be made under the provisions of the preceding subsections have been made, all moneys remaining in the Revenue Fund shall be paid and credited to the Surplus Account. Moneys in the Surplus Account may be expended and used for the following purposes as determined by the governing body of the Issuer:

(1) Paying the cost of the operation, maintenance and repair of the System to the extent that may be necessary after the application of the moneys held in the Operation and Maintenance Account under the provisions of paragraph (a) of this Section;

(2) Paying the cost of extending, enlarging or improving the System;

(3) Preventing default in, anticipating payments into or increasing the amounts in the Debt Service Account, any debt service account for Parity Bonds or Parity Obligations, the Debt Service Reserve Accounts or the Depreciation and Replacement Account referred to in this Section, or any one of them, or establishing or increasing the amount of any debt service account or debt service reserve account created by the Issuer for the payment of any Junior Lien Obligations or Subordinate Lien Bonds;

(4) Calling, redeeming and paying prior to Stated Maturity, or, at the option of the Issuer, purchasing in the open market at the best price obtainable, any Bonds, including principal, interest and redemption premium, if any; or

(5) Any other lawful purpose in connection with the operation of the System and benefiting the System.

(6) To make transfers to the Revenue Fund.

(7) To make lawful transfers to any fund of the Issuer.

(h) ***Deficiency of Payments into Funds and Accounts***. If at any time the Revenues are insufficient to make any payment on the date or dates hereinbefore specified, the Issuer will make good the amount of such deficiency by making additional payments or credits out of the first available Revenues, such payments and credits being made and applied in the order hereinbefore specified in this Section.

Section 603. Transfer of Funds to Paying Agent. The Treasurer of the Issuer is hereby authorized and directed to withdraw from the Debt Service Account, and, to the extent necessary to prevent a default in the payment of either principal of or interest on the Bonds, from the Debt Service Reserve Account, the Depreciation and Replacement Account and the Surplus Account as provided in ***Section 602*** hereof, sums sufficient to pay the principal of and interest on the Bonds as and when the same become due on any Bond Payment Date, and to forward such sums to the Paying Agent in a manner which ensures the Paying Agent will have available funds in such amounts on or before the Business Day immediately preceding each Bond Payment Date. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Series 2020-B Supplemental Resolution.

Section 604. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS

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

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Incorporation by Reference. The provisions of ***Articles VIII***, ***IX***, ***X*** (other than ***Section 1004*** thereof), ***XI***, and ***XV*** of the Series 2011-A Bond Resolution, to the extent not inconsistent with the provisions of this Series 2020-B Supplemental Resolution, are incorporated herein by reference.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Inconsistent Provisions. In case any one or more of the provisions of this Series 2020-B Supplemental Resolution or of the Series 2020-B Bonds issued hereunder shall for any reason be inconsistent with the provisions of the Series 2011-A Bond Resolution, any Parity Resolution or any previously issued Bonds, the provisions of the Series 2011-A Bond Resolution shall prevail with respect to such previously issued Bonds, so long as such previously issued Bonds are Outstanding.

Section 1002. Electronic Transactions. The issuance of the Series 2020-B Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1003. Further Authority. The officers and officials of the Issuer, including the Mayor and City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Series 2020-B Supplemental Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1004. Severability. If any section or other part of this Series 2020-B Supplemental Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Series 2020-B Supplemental Resolution.

Section 1005. Governing Law. This Series 2020-B Supplemental Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1006. Effective Date.
This Series 2020-B Supplemental Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the governing body of the Issuer on August 25, 2020.

(SEAL)

____
Mayor

ATTEST:

____
City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City of Coffeyville, Kansas, adopted by the governing body on August 25, 2020, as the same appears of record in my office, and that the Resolution has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: August 25, 2020.

____
City Clerk

COFFEYVILLE RECREATION COMMISSION UPDATE

AUGUST 2020

Special Events/Aquatics Coordinator

Pool

- AM Lap Swim 3
- PM Lap Swim 7
- Water Aerobics 8

Special Events

- Plush Pals (August 13th) we have 11 participants

Buddy Program

- Buddy activities have been put on hold for the time being

Sports/Fitness

- Pickleball
- Cheer…….26 participants registered
- Youth Volleyball……42 participants registered, we will have 6 teams

ASSISTANT DIRECTOR /PROGRAM SUPERVISOR

- Soccer/Flag Football
  - Participation Numbers (as of August 6, 2020)
    - Itty Bitty Soccer (4-year-old) – 15
    - K/1st Grade Soccer – 26
    - 2nd/3rd Grade Soccer – 22
    - 4th/5th Grade Soccer – 25
    - 6th-8th Grade Soccer – 28
    - 1st//2nd Grade Flag Football – 14
    - 3rd/4th Grade Flag Football – 17
    - 5th/6th Grade Flag Football - 15
  - Extended Registration Deadline: August 7, 2020
  - We need the following coaches:
    - Itty Bitty: 3 coaches
    - K/1st Grade: 2-3 coaches
    - 2nd/3rd Grade: 1-2 coach
    - 1st/2nd Flag Football – 2 coaches
    - 5th/6th Flag Football – 2 coaches
- Men's and Co-Ed Softball League
  - Registration Deadline: August 7, 2020.
  - Mandatory Manager Meeting: August 19, 2020.
  - Estimated Start Date: September 10, 2020 (Co-Ed) and September 11, 2020 (Men's League).
  - Registration Numbers: 0 (as of August 6, 2020).
- Speed & Agility
  - For this session we will plan to August 10 – August 29, 2020.

        - Total Sessions: 6
        - Fee: $30.00
    - Registration Numbers: 2

- 50-in-50 Challenge
    - The 50-in-50 challenge ended on August 4, 2020.
    - 14 participants completed the challenge and many of them finished with more than 50 completed miles. 17 participants registered.
    - Age and miles complete
        - Age 30 – 55.54
        - Age 36 – 71.17
        - Age 42 – 129.37
        - Age 42 – 112.56
        - Age 48 – 178.75
        - Age 48 – 57.51
        - Age 50 – 50.51
        - Age 59 – 72.68
        - Age 60 – 57.10

        - Age 62 – 161.68
        - Age 63 – 51.72
        - Age 66 – 190.52
        - Age 66 – 70.01
        - Age 67 – 53.40
    - Comments/Feedback
        - Thanks for doing this event. It was fun
        - This was a great challenged and kept me on track! I hope you can do something like this again!
        - I would have liked to see motivational or encouraging weekly emails. Maybe informed us who the top leaders for the week.

DIRECTORS REPORT

- The Bobby Clemons Recreation Center is still on modified usage due to COVID 19. Mask are required in lobby, offices, kitchen, and meeting Rooms. Masks may be removed in the gym IF social distancing consistently takes place. We have shut down open gym and contact sports due to unlikelihood of social distancing.
- We have developed a new format and protocols for Fall activities due to the pandemic. We will be playing more nights of the week in soccer and flag football to limit crowds. Volleyball will have only one court at a time for games and a limit on those attending practices. Our sanitation procedures of bathrooms and common areas that were increased in frequency will remain that way.

- I have a conference call with Sherwin Williams and Weston Solution representatives on Friday August 14th. I have been asking for a timeframe for the work to begin for expansion at SW Park. I have RFP's sitting on hold from playground, outdoor fitness equipment and urban soccer companies.
- We have prolonged our signups for fall sports due to slow signups due to pandemic. It affected our summer sports and is affecting our fall lineup as well.
- We unveiled our next Text Message service last month. We are re-building our base that saw as many as 865 people in our old format. We are using Textedly Messaging Service.
- After publishing our FY 20-21 budget, a former Coffeyville City Commissioner and Mayor took to social media to accuse the CRC of raising our levy to $2.5 million dollars. This reckless, incorrect accusation led to numerous calls and negative public opinion, even after a CRC Board member set the record straight within the post. Our accuser never issued an apology to the CRC and eventually deleted his post; however, it had been shared over 75 times. Several citizens that are aware of the CVR appeal and that those resources are being used to expand and upgrade SW park did defend the CRC. It has always been our policy to stay out of the Social Media windstorm, we are prepared to defend all CRC Operations/Actions/Budget during Meetings and Budget Hearings. We had no one attend our Budget Hearing, Thank you to Dr Correll and Michael Spear for providing financial numbers of all taxing entities that reflects responsible budgetary discretion by the CRC and USD the past 10 years.

Coffeyville Public Library Board of Trustees
Minutes
July 9th, 2020
5:20 pm

Call to order: The meeting was called to order by President Katie Twitchell at 5:20. Present Were Sue Rudziensky, Susan Brown, Katie Twitchell, Roger Gossard, Karen Rittenhouse, and Gary Bailey. Absent was Brooke Brown and Mayor Paul Bauer.

Approval of Minutes, Financial Statement, Director's Report: Sue Rudziensky moved to approve the consent agenda items. Karen Rittenhouse seconded the motion. All ayes motion carried.

Comments from the public: None

Old Business:

Roof: the roof is complete and there is no leaking. Still waiting on internal damage to be fixed.
Bathroom door locked: it is okayed for doors to be locked offering a key. Contacting Dusty Adams for a locksmith.
COVID-19 Update: mask are being required
Bug Zapper: has arrived

New Business:

Karen made a motion to have Katie be the System Representative for SEKLS. Gary seconded the motion. All ayes, motion carried.

Leanne plans to create a technology plan for upgrading some computers and purchasing a new printer.

Executive Session: discussion of non-elected personnel began at 5:48. Ended after 12 min.

Sue moved to accept corrections to November 15, 2019 minutes to state that starting January 1,2020, current staff with a negative sick time balance at the end of 2019 will start back at zero. This same staff can start accruing time in January 2020. All other staff's sick time records and the occurrence of sick time will remain the same.

Roger seconded the motion. All ayes, motion carried.

Roger moved to adjourn the meeting at 5:58. Karen seconded. All ayes, motion carried.