

**COMMISSION MEETING AGENDA
TUESDAY, JULY 11TH, 2023 6:30 P.M.**

- A. CALL TO ORDER** – Mayor Ann Marie Vannoster
- B. ROLL CALL**
- C. INVOCATION** – Pastor Melvin Simpson, First Church of God in Christ
- D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**
- E. REVIEW OF AGENDA**
- F. CONSENT AGENDA**
 - 1. City Commission Meeting Minutes – Tuesday, June 27th, 2023
 - 2. 2023 Appropriation Ordinance No. AO-23-13 \$767,961.94
- G. COMMENTS**
 - 1. Comments from Public

Any citizen desiring to address the Commission shall be recognized, advance to the podium, state his/her name and address for the record. Comments shall be limited to 3 minutes unless extended by a vote of the majority of the Commission. The Commission does not hear matters involving litigation or City Personnel. The Commission does not take action on subjects not on the agenda unless unusual or hardship conditions exist. Citizens may address the Commission on agenda items as they are brought to the floor.
- REGULAR AGENDA ITEMS**
- H. PUBLIC HEARING(s), SPECIAL PRESENTATION(s), & PROCLAMATION(s).**
- I. OLD BUSINESS**
 - 1. Second Reading of Charter Ordinance No. 29 a Charter Ordinance exempting the City of Coffeyville from the provisions of K.S.A. 13-1024a and providing substitute and additional provisions on the same subject relating to general improvements and the issuance of bonds for the purpose of paying for said improvements and repealing Charter Ordinance No. 9 of the City.
 - 2. Second Reading of Ordinance S-23-01 an Ordinance to allow alcohol to be served during the Coffeyville Area Chamber of Commerce’s ‘Hops Around Town’ Beer Festival Event.
- J. NEW BUSINESS**
 - 1. Resolution R-23-39 a Resolution to approve the KDOT Agreement for design of crack seal and repainting of Runway 4-22 at the Coffeyville Municipal Airport.
 - 2. Resolution R-23-40 a Resolution to approve Task Order #4 with Lochner, Inc. for design of crack seal and repainting of Runway 4-22 at the Coffeyville Municipal Airport.
 - 3. Resolution R-23-41 a Resolution to approve the KDOT Agreement for the construction phase of crack seal and repainting of Runway 4-22 at the Coffeyville Municipal Airport.
 - 4. Resolution R-23-42 a Resolution to authorize the lease purchase financing for the purpose of financing the requisition of municipal golf carts for Hillcrest Golf Course.
 - 5. Discussion on Commission consensus to submit Notice of Revenue Neutral Rate Intent to the County Clerk.
 - 6. City Manager’s Report
 - 7. Comments from Commissioners and Staff

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K. EXECUTIVE SESSION(s)

L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Sales Tax Report – June 2023
2. Coffeyville Police Department Crime Statistics – June 2023
3. Hillcrest Golf Course Report – June 2023

M. ADJOURN

**COMMISSION MEETING MINUTES
TUESDAY, JUNE 27TH, 2023 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 Vannoster.

Present:

COMMISSIONER JUSTIN DOANE
COMMISSIONER DEBORAH MAPLES
COMMISSIONER ANN MARIE VANNOSTER
COMMISSIONER ROBERT YORK

Absent:

COMMISSIONER JASON SWINDELL

City Staff in attendance:

CITY CLERK MELISSA CARTER
DIRECTOR OF IT CHRIS FELIX
DIRECTOR OF FINANCE STEPHANIE RICHARDSON
COFFEYVILLE FIRE CAPTAIN MIKE O'CONNOR
SUPERINTENDENT OF ELECTRIC GENERATION TONY LAWSON

- A. CALL TO ORDER** – Mayor Ann Marie Vannoster
- B. ROLL CALL**
- C. INVOCATION** – Father Schibi, Holy Name Catholic Church
- D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**
- E. REVIEW OF AGENDA**

MOTION: Move to Amend the Agenda to remove Resolution R-23-35 from New Business.

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

F. CONSENT AGENDA

1. City Commission Meeting Minutes – Tuesday, June 13th, 2023
2. Resolution R-23-32 a Resolution to execute a mortgage release in favor of Properties in the Ville, LLC for 1120 West 9th Street.
3. Resolution R-23-33 a Resolution to execute a mortgage release in favor of Properties in the Ville, LLC for 1122 West 9th Street.
4. 2023 Appropriation Ordinance No. AO-23-12 \$9,725,734.22

MOTION: Move to approve items 1-4 of the consent agenda as presented.

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

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5. 2023 Appropriation Ordinance No. AO-23-12A (Isham's) \$21.98

MOTION: Move to approve item 5 of the consent agenda as presented.

ACTION: MOTION: YORK SECOND: MAPLES
ROLL CALL: MAPLES – AYE, YORK – AYE, DOANE – AYE,
VANNOSTER – ABSTAIN

G. COMMENTS

1. Comments from Public

Any citizen desiring to address the Commission shall be recognized, advance to the podium, state his/her name and address for the record. Comments shall be limited to 3 minutes unless extended by a vote of the majority of the Commission. The Commission does not hear matters involving litigation or City Personnel. The Commission does not take action on subjects not on the agenda unless unusual or hardship conditions exist. Citizens may address the Commission on agenda items as they are brought to the floor.

Jim Falkner, 1014 W. 3rd, came to the podium to represent the Kiwanis Club of Coffeyville. He said our children are our greatest asset and the Kiwanis club is a global organization whose volunteers are dedicated to improving the world one child and one community at a time. They know the dangers that our children face today in this world and drug issues at home. To that extent their local Kiwanis Club is trying to do their part and in some small way. He wanted to let you know that a few days back they presented \$500 to the Coffeyville Police Department to use in their DARE program and this evening they presented \$500 to the Coffeyville Fire Department to use with their fire prevention program. Mr. Falkner said they are a small but mighty organization and they're always looking for new members. if anybody's interested they can contact him, Leanne Stein, Jana Kastler or Griff Walker

REGULAR AGENDA ITEMS

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

I. OLD BUSINESS

J. NEW BUSINESS

1. Resolution R-23-34 a Resolution declaring it necessary to repair, alter, extend, reconstruct, enlarge or improve the Electric Utility System of the City of Coffeyville, Kansas; to issue Electric Utility System Revenue Bonds for the purpose of paying all or a portion of the costs thereof and related bond reserves and financing costs and providing for giving notice of said intention.

Garth Herrmann with Gilmore & Bell came to the podium and stated next two items on the agenda both are somewhat related to each other and wanted to start with the big picture as to what the purpose is behind them. The city's been approached about making some improvements to the city's electric utility system that's currently in place, including the acquisition and equipping of a couple of large-scale transformers in order to help a large business in town. Part of the plan may involve the City financing the costs of that project and then potentially entering into some sort of an agreement with that company down the road in order to help with those costs. In order to start that process, to get that financing authority in place, that is what this first resolution is going to help do. Both this first resolution as well as the charter ordinance that comes after that are different tools that the city

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will then be able to use in order to help accomplish that objective. The reason why they're starting both of these tonight and kind of getting the ball rolling is because both of them have a somewhat lengthy process in order to get through before the City actually has that authority in place so that when it comes time to actually do the financing, if that's necessary, they want to make sure to have these early steps already taken care of so that the City has a full boat of tools available to it and are then able to use whichever one makes sense. The first resolution is for electric utility revenue bonds. Under Kansas state law, so long as the city has an ongoing utility, you can authorize the issuance of electric utility bonds in order to make improvements to that system by adopting a resolution of intent that describes the project, the estimated cost of that project and describes the total amount of bonds that would be authorized to be issued for that project. Assuming that the resolution is adopted then that declaration of intent gets published one time in the city newspaper, there's a 15-day protest period that that runs from the date of that publication. Once that protest period expires, assuming that there's no valid protest filed against it, then the City has the authority, but not the requirement, to move forward and issue bonds for that project up to that maximum amount. It's authority, it's not a requirement. This is simply authorizing them to move forward if it makes sense to do that in the future. It is not required that you issue the bonds, it does not require that you issue the amount of bonds that are in there, that's simply the authority that you have to operate under. With regards to this resolution, it authorizes that project at an estimated cost of 23 million dollars and it also authorizes the issuance of up to 33 million dollars in electric utility system revenue bonds to pay those costs, to pay any sort of interim financing costs and interest on that that may be necessary as well as paying any sort of reserves that might be necessary when those bonds are issued. Mr. Herrmann said they may remember from some of their prior projects for the electric utility, when electric utility revenue bonds are issued a lot of times the marketplace requires there to be a reserve that's funded at the same time. Basically it's like a savings account in case there's not sufficient revenue in a single year then you do have a little bit of money left over that you can use to help offset those costs. They'd like to include all of those potential costs into the size of the bond issue just to provide that flexibility. By adoption of this resolution, that is what that does. They would then work with City staff to make sure that that notice of intent gets published in accordance with state law and do what is necessary to make sure that authority is in place.

MOTION: Move to approve Resolutions R-23-34 as presented.

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

2. Charter Ordinance No. 29 a Charter Ordinance exempting the City of Coffeyville from the provisions of K.S.A. 13-1024a and providing substitute and additional provisions on the same subject relating to general improvements and the issuance of bonds for the purpose of paying for said improvements and repealing Charter Ordinance No. 9 of the City. Garth Herrmann with Gilmore & Bell stated this is kind of the second tool that's been discussed. The City has an existing Charter Ordinance in place, Charter #9 that was approved back in 1970 and in essence there is, under Kansas home rule under the Kansas Constitution, cities have the power if a statute applies to the city but does not apply to all cities equally, the city has a power under the Constitution to go in and tweak that rule. To tweak that statute as it applies to you by going through what's called the Charter Ordinance process. What this Charter Ordinance does is it wants to amend and supplement Kansas

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statute 13-1024a which applies to cities of the first class which means it does not apply to cities of the second class or third class so you have the constitutional right to go in and tweak that statute as it applies to you. That statute provides authority to bond finance a wide variety of different public improvements provided that you don't issue more than a hundred thousand dollars of bonds in any one year. That's what Charter #9 says, so back in 1970 you could do a lot more with a hundred thousand dollars than you can in 2023. What this Charter does is it amends that statute in order to basically provide some flexibility to the city to make it a little more usable so that you can issue general obligation temporary notes or general obligation bonds to pay the cost of public improvements. The plan would be if this Charter goes into effect to be able to use this authority to provide the short-term financing for that transformer project by being able to issue general obligation temporary notes. It's usually a more efficient and a slightly less complex way to get to financing in place with the theory being that then once that money is in place and used for its purpose, you would be able to come in and issue those electric utility revenue bonds in order to pay off that temporary note and be able to use both tools in that way to basically have the most cost effective benefit of both ways. That's what this Charter Ordinance would do assuming that it goes into effect. The process for a Charter Ordinance is the first reading tonight, assuming that it gets approved, it would come back on July 11th for second reading and approval. Assuming that it's approved at the July 11th meeting, it gets published once a week for two weeks in the Coffeyville Journal. After the second publication there's a 60-day protest period. Once that 60-day protest period expires then this Charter Ordinance would be the law for the City of Coffeyville. At that point then you could come in and authorize the interim financing for the transformer project. Once again that would allow you to have a multitude of different tools so whichever one works best or both of them working together, you have that ability to do that based on what your future needs are.

MOTION: Move to approve Charter Ordinance No.29 as presented.

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

3. Ordinance S-23-01 an Ordinance to allow alcohol to be served during the Coffeyville Area Chamber of Commerce's 'Hops Around Town' Beer Festival Event.
City Clerk Melissa Carter stated the Chamber has requested to allow the serving and consumption of beer and wine during an event on October 14, 2023, subject to parameters set forth in the event description submitted by Candi Westbrook. The City Code prohibits the consumption of alcohol on public property, subject to some exceptions. One exception is allowed for city-owned property, which has been exempted by the Commission, by Ordinance. This Ordinance would exempt Union Pacific Park, the adjacent streets and alleyways as depicted on the drawing submitted by the Chamber from the restriction on consumption of alcohol during the event only. Candi Westbrook, President of the Chamber came to the podium and said this will be the 4th annual Hops Around Town around town Brewfest and basically it is micro breweries, wineries and distilleries who provide samples for the ticket holders during the festival. There is a cornhole tournament, live music and barbecue cook-off just to name a few of the activities. Each year this event has grown and she thinks this year will definitely go over the 500 mark. They learned last year, doing some tracking, that not only is this an event for our local community, but it brought in several out of state and out of town travelers as well. It's also become a class reunion favorite spot. They have a few parameters in place to make sure it's a safe and

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secure event. Alcohol is not sold by the breweries, only the samples. They have the Montgomery County Sheriff Reserve coming and they do security for them as well as barricades. They make sure that they have signs and everything to keep everything enclosed and of course they check IDs as well. They try to make sure it's a very safe event and so far it has been it's been a good event.

MOTION: Move to approve Ordinance S-23-01 as presented.

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

4. Resolution R-23-36 a Resolution to approve submission of the Local Safety & Security Equipment Grant for the purpose of purchasing equipment for the Coffeyville Fire Department.

Coffeyville Fire Department Captain Mike O'Connor came to the podium and stated they are applying for the Local Safety & Security Equipment Grant for the purpose of purchasing 20 new SCBA's which are self-contained breathing apparatuses along with spare bottles, masks and valve assemblies. The total amount for the grant is \$171, 138.00, the state would pay \$154,000.00 and the City's share would be \$17,114.00.

MOTION: Move to approve Resolutions R-23-36 as presented.

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

5. Resolution R-23-37 a Resolution to authorize the issuance of a purchase order to Gerard Chimney Company for the #4 Boiler Stack concrete chimney stack repairs and coating application.

Superintendent of Electric Generation Tony Lawson stated that Industrial Access completed the Drone Inspection and from that report, Industrial Access came back with a pricing change for repair and coating that was not acceptable. They contacted Gerard Chimney Company and from the inspection report they received a quote for certain amount of repairs and coating. Staff recommends the Mayor authorized the issuance of a Purchase Order to Gerard Chimney Company for \$200,200.00. Any additional repairs needed, will be brought to the commission for approval.

MOTION: Move to approve Resolutions R-23-37 as presented.

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

6. Resolution R-23-38 a Resolution to authorize Change Order #1 to Cooling Tower Depot for the emergency repair of Cooling Tower #4 for the Electric Utility.

Superintendent of Electric Generation Tony Lawson stated during start of repairs on the hot deck support joist, Cooling Tower Depot found the transverse tie line joist were also splitting on the ends, this joist line is the next level down from the hot deck support joist. The transverse tie line could not been seen on the initial inspection due to it being covered up. Staff recommends the approval and authorization of Change Order # 01, To Cooling Tower Depot in the amount of \$35,786.00.00 for repairs on the transverse tie line on cooling tower

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4. Any additional repairs needed will be brought to the commission for approval as a change order.

MOTION: Move to approve Resolutions R-23-38 as presented.

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

7. City Manager's Report

Director of Finance Stephanie Richardson thanked the citizens for sticking with us and making it through the water situation we recently went through. The leak was found and repaired and we would like to thank the department for finding that and getting it fixed quickly. She reminded the public if they do suffer any power outages the number to call is 620-252-6180 and any water issues the number is 620-252-6150. She mentioned the item of the golf cart lease purchase was not put on the Agenda tonight because we just received the documentation from the company so there was not time to review it. It will be reviewed and go to the commission for approval. City Funding request information is out on the Website and is due this Friday. Once we have those we will get a date scheduled for them to come and present their requests to the Commission. City offices will be closed on Tuesday, July 4th for the holiday. This does change our trash schedule starting Tuesday it will be pushed back one day. Fireworks can be sold on July 1st through July 4th 8 am until Midnight. Fireworks information will be shared on the City's website. Summer Celebration is coming up on Saturday, July 8th.

8. Comments from Commissioners and Staff

Commissioner Maples said that a couple Saturday's ago was the Cedar Bluff Camp 100th Birthday Celebration. It was a fantastic turnout and a really nice event. Commissioner York thanked Mike Shook for all his time and service to the City. He wished him luck on his new venture and let him know how much he will be missed.

K. EXECUTIVE SESSION(s)

L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Sales Tax Report – May 2023
2. Coffeyville Police Department Crime Statistics – May 2023

M. ADJOURN

MOTION: Move to Adjourn

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

Time the meeting was adjourned: 7:16 pm

Date the minutes were approved:

Melissa Carter, City Clerk

**City of Coffeyville
Department Codings**

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

PACKET: 04491 AO 23-13 7.11.23 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-50119	ADOBE, INC.					
I-2479361501		ADOBE ACROBAT PRO, ILLUSTRATO	2,878.08			
6/16/2023	AP	DUE: 6/16/2023 DISC: 6/16/2023		1099: N		
		ADOBE ACROBAT PRO LICENSE		800 5-030-424	CONTRACTUAL AGREEMENTS	546.96
		ADOBE ACROBAT PRO LICENSE		800 5-020-424	CONTRACTUAL AGREEMENTS	273.48
		ADOBE ACROBAT PRO LICENSE		010 5-014-424	CONTRACTUAL AGREEMENTS	273.48
		ADOBE ACROBAT PRO LICENSE		010 5-015-424	CONTRACTUAL AGREEMENTS	273.48
		ADOBE ACROBAT PRO LICENSE		010 5-018-424	CONTRACTUAL AGREEMENTS	546.96
		ADOBE ACROBAT PRO LICENSE		010 5-071-424	CONTRACTUAL AGREEMENTS	273.48
		ADOBE ACROBAT PRO LICENSE		180 5-205-424	CONTRACTUAL AGREEMENTS	273.48
		ADOBE ILLUSTRATOR LICENSE		010 5-018-424	CONTRACTUAL AGREEMENTS	416.76
		=== VENDOR TOTALS ===	2,878.08			
=====						
01-50300	ALLGEIER, MARTIN & ASSOCIATES,					
I-COFF7019002C-09		PAY #31-AMI DESIGN, CNSTRCTN	207.00			
6/20/2023	AP	DUE: 7/20/2023 DISC: 7/20/2023		1099: N		
		PAY #31-AMI DESIGN, CNSTRCTN		890 5-020-478	PROFESSIONAL SERVICES	103.50
		PAY #31-AMI DESIGN, CNSTRCTN		910 5-652-478	PROFESSIONAL SERVICES	103.50
I-COFF7022001-09		PAY #9-WTP FACILITY PLAN	6,500.00			
6/20/2023	AP	DUE: 7/20/2023 DISC: 7/20/2023		1099: N		
		PAY #9-WTP FACILITY PLAN		910 5-612-478	PROFESSIONAL SERVICES	6,500.00
		=== VENDOR TOTALS ===	6,707.00			
=====						
01-00117	AMAZON CAPITAL SERVICES, INC.					
C-11LC-Q3HH-H97K		RETURN DAMAGED ENVELOPES	15.99CR			
6/09/2023	AP	DUE: 6/09/2023 DISC: 6/09/2023		1099: N		
		RETURN DAMAGED ENVELOPES		010 5-131-550	OFFICE SUPPLIES	15.99CR
I-17NJ-N7L9-1LF4		LAPTOP, BINDERS, DIVIDERS	977.88			
6/19/2023	AP	DUE: 6/19/2023 DISC: 6/19/2023		1099: N		
		LENOVO LAPTOP		800 5-030-845	OFFICE FURNITURE & EQUIP	869.98
		BINDERS, DIVIDERS, FILE BANDS		010 5-011-550	OFFICE SUPPLIES	90.17
		AA BATTERIES		010 5-131-505	BATTERIES-NON VEHICLES	17.73
		=== VENDOR TOTALS ===	961.89			
=====						
01-50591	ANDERSON INDUSTRIAL ENGINES, I					
I-531605		UPPER GASKET KIT	168.69			
6/23/2023	AP	DUE: 6/23/2023 DISC: 6/23/2023		1099: N		
		UPPER GASKET KIT		010 5-163-620	EQUIPMENT MAINTENANCE	168.69
		=== VENDOR TOTALS ===	168.69			

PACKET: 04491 AO 23-13 7.11.23 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-53542		ANIXTER, INC.					
I-5483534-00		150 KVA PADMOUNT TRANSFORMER	20,576.15				
6/21/2023	AP	DUE: 6/21/2023 DISC: 6/21/2023		1099: N			
		150 KVA PADMOUNT TRANSFORMER		810 5-020-870	TRANSFORMERS	20,576.15	
		=== VENDOR TOTALS ===	20,576.15				
=====							
01-50670		ASPLUNDH TREE EXPERT COMPANY					
I-67M33523		TREE TRIMMING THRU 6/17/23	5,369.50				
6/23/2023	AP	DUE: 6/23/2023 DISC: 6/23/2023		1099: N			
		TREE TRIMMING THRU 6/17/23		800 5-020-424	CONTRACTUAL AGREEMENTS	5,369.50	
		=== VENDOR TOTALS ===	5,369.50				
=====							
01-59760		AT&T					
I-0623316A730726617		6/23 CONSOLIDATED E911	690.78				
6/25/2023	AP	DUE: 7/25/2023 DISC: 7/25/2023		1099: N			
		6/23 CONSOLIDATED E911		510 5-000-416	COMMUNICATIONS	690.78	
		=== VENDOR TOTALS ===	690.78				
=====							
01-03869		ATMOS ENERGY					
I-ATMOS-KS-0009450		5/23 EAST, WEST METERS	15,079.83				
6/19/2023	AP	DUE: 6/19/2023 DISC: 6/19/2023		1099: N			
		5/23 EAST, WEST METERS		800 5-030-535	FUEL-GAS PURCHASE	15,079.83	
I-ATMOS-KS-0009455		5/23 NEW GEN METERS A, B	24,808.95				
6/19/2023	AP	DUE: 6/19/2023 DISC: 6/19/2023		1099: N			
		5/23 NEW GEN METERS A, B		800 5-030-535	FUEL-GAS PURCHASE	24,808.95	
		=== VENDOR TOTALS ===	39,888.78				
=====							
01-03870		ATMOS ENERGY					
I-202307051168		CITY FACILITY GAS CHARGES	1,002.17				
6/28/2023	AP	DUE: 7/28/2023 DISC: 7/28/2023		1099: N			
		312 EAST 7TH STREET		800 5-020-494	UTILITIES	73.51	
		612 SPRING STREET		800 5-020-494	UTILITIES	72.75	
		612 SPRING STREET		800 5-030-494	UTILITIES	109.13	
		AIRPORT FBO		360 5-000-494	UTILITIES	71.19	
		AIRPORT MAINTENANCE SHOP		360 5-000-494	UTILITIES	52.04	
		CEMETERY SHOP		010 5-161-494	UTILITIES	54.64	
		HILLCREST GOLF COURSE		370 5-000-494	UTILITIES	56.63	
		POLICE IMPOUND		010 5-023-494	UTILITIES	60.89	
		N RIVER ROAD - 1/2 PUBLIC SVC		010 5-161-494	UTILITIES	31.79	
		N RIVER ROAD - 1/2 WATER		900 5-026-494	UTILITIES	31.79	
		PUMP STATION		900 5-036-494	UTILITIES	63.57	
		RON STEVENSON BUILDING		010 5-161-494	UTILITIES	60.89	

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03870	ATMOS ENERGY	(** CONTINUED **)				
		WALTER JOHNSON PARK RESTRMS		010 5-161-494	UTILITIES	64.46
		WASTEWATER TREATMENT PLANT		900 5-037-494	UTILITIES	84.09
		YOUTH ACTIVITY CENTER		140 5-134-494	UTILITIES	114.80
		=== VENDOR TOTALS ===	1,002.17			
=====						
01-50966	BARTA ANIMAL HOSPITAL					
I-388812		FLEA/TICK MEDICINE-ROMMEL	80.50			
6/28/2023	AP	DUE: 7/28/2023 DISC: 7/28/2023		1099: Y		
		FLEA/TICK MEDICINE-ROMMEL		010 5-023-520	DEPARTMENT SUPPLIES	80.50
		=== VENDOR TOTALS ===	80.50			
=====						
01-02050	BARTLETT COOP ASSOCIATION					
I-176671		PROPANE FOR FORKLIFT	23.80			
6/27/2023	AP	DUE: 7/27/2023 DISC: 7/27/2023		1099: N		
		PROPANE FOR FORKLIFT		360 5-000-525	CHEMICALS/FERTILIZERS/SE	23.80
I-176697		PROPANE FOR FORKLIFT	29.89			
6/27/2023	AP	DUE: 7/27/2023 DISC: 7/27/2023		1099: N		
		PROPANE FOR FORKLIFT		800 5-020-525	CHEMICALS/FERTILIZERS/SE	29.89
		=== VENDOR TOTALS ===	53.69			
=====						
01-00535	C-4 MECHANICAL					
I-809167		BLOWER MOTOR, INSTALLATION	500.00			
6/27/2023	AP	DUE: 6/27/2023 DISC: 6/27/2023		1099: N		
		BLOWER MOTOR, INSTALLATION		900 5-037-610	BUILDING MAINTENANCE	500.00
		=== VENDOR TOTALS ===	500.00			
=====						
01-01037	CITY OF COFFEYVILLE					
I-202306291163		7/23 NIEL HOTEL ADMIN FEE	238.91			
7/01/2023	AP	DUE: 7/01/2023 DISC: 7/01/2023		1099: N		
		7/23 NIEL HOTEL ADMIN FEE		570 5-000-424	CONTRACTUAL AGREEMENTS	238.91
		=== VENDOR TOTALS ===	238.91			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-01042	CITY OF COFFEYVILLE					
I-2023-2		2Q23 PERPETUAL CARE TRANSFER	630.00			
6/30/2023	AP	DUE: 6/30/2023 DISC: 6/30/2023		1099: N		
		2Q23 PERPETUAL CARE TRANSFER		290 0-100	PERPETUAL CARE CASH	630.00
		=== VENDOR TOTALS ===	630.00			
=====						
01-01043	CITY OF COFFEYVILLE					
I-2023-2		2Q23 LIQUOR TAX DISTRIBUTION	2,432.56			
6/21/2023	AP	DUE: 6/21/2023 DISC: 6/21/2023		1099: N		
		2Q23 LIQUOR TAX DISTRIBUTION		110 5-760-432	REIMBURSED EXPENSE	2,432.56
		=== VENDOR TOTALS ===	2,432.56			
=====						
01-52050	CJ'S THREADS LLC					
I-22404		CAP X 2-O'CONNOR	33.00			
4/26/2023	AP	DUE: 4/26/2023 DISC: 4/26/2023		1099: N		
		CAP X 2-O'CONNOR		010 5-041-515	CLOTHING	33.00
I-22405		CAP X 2, EMBROIDERY X 2-TRACY	35.00			
4/26/2023	AP	DUE: 4/26/2023 DISC: 4/26/2023		1099: N		
		CAP X 2, EMBROIDERY X 2-TRACY		010 5-041-515	CLOTHING	35.00
I-22583		UNIFORM PANTS X 2-O'CONNOR	116.00			
6/20/2023	AP	DUE: 6/20/2023 DISC: 6/20/2023		1099: N		
		UNIFORM PANTS X 2-O'CONNOR		010 5-041-515	CLOTHING	116.00
		=== VENDOR TOTALS ===	184.00			
=====						
01-00870	COFFEYVILLE FEED AND FARM SUPP					
I-868553		BLUE MARKER DYE X 2	71.00			
6/23/2023	AP	DUE: 7/23/2023 DISC: 7/23/2023		1099: N		
		BLUE MARKER DYE X 2		900 5-036-525	CHEMICALS/FERTILIZERS/SE	71.00
		=== VENDOR TOTALS ===	71.00			
=====						
01-00930	COFFEYVILLE JOURNAL					
I-11104102		HEARING NOTICE-BZA 2023-02	23.98			
4/19/2023	AP	DUE: 5/19/2023 DISC: 5/19/2023		1099: N		
		HEARING NOTICE-BZA 2023-02		010 5-132-482	PUBLIC NOTICES	23.98
I-11104185		1Q23 TREASURER REPORT	127.92			
4/29/2023	AP	DUE: 5/29/2023 DISC: 5/29/2023		1099: N		
		1Q23 TREASURER REPORT		010 5-016-482	PUBLIC NOTICES	127.92

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00930	COFFEYVILLE JOURNAL	(** CONTINUED **)				
I-11104187		G-23-01 WW CODE/PROVISIONS	10.66			
4/29/2023	AP	DUE: 5/29/2023 DISC: 5/29/2023		1099: N		
		G-23-01 WW CODE/PROVISIONS		900 5-037-482	PUBLIC NOTICES	10.66
I-11104358		FKHS GRADUATION ADVERTISEMENT	30.00			
5/13/2023	AP	DUE: 6/12/2023 DISC: 6/12/2023		1099: N		
		FKHS GRADUATION ADVERTISEMENT		010 5-131-482	PUBLIC NOTICES	30.00
I-11104359		FKHS GRADUATION ADVERTISEMENT	30.00			
5/13/2023	AP	DUE: 6/12/2023 DISC: 6/12/2023		1099: N		
		FKHS GRADUATION ADVERTISEMENT		010 5-131-482	PUBLIC NOTICES	30.00
I-11104360		FKHS GRADUATION ADVERTISEMENT	30.00			
5/13/2023	AP	DUE: 6/12/2023 DISC: 6/12/2023		1099: N		
		FKHS GRADUATION ADVERTISEMENT		010 5-131-482	PUBLIC NOTICES	30.00
I-11104361		FKHS GRADUATION ADVERTISEMENT	30.00			
5/13/2023	AP	DUE: 6/12/2023 DISC: 6/12/2023		1099: N		
		FKHS GRADUATION ADVERTISEMENT		010 5-131-482	PUBLIC NOTICES	30.00
I-202307051169		ANNUAL SUBSCRIPTION RENEWAL	44.95			
6/26/2023	AP	DUE: 7/26/2023 DISC: 7/26/2023		1099: N		
		ANNUAL SUBSCRIPTION RENEWAL		010 5-023-444	DUES/SUBSCRIPTION/PUBLIC	44.95
		=== VENDOR TOTALS ===	327.51			
=====						
01-01000	COFFEYVILLE REGIONAL MEDICAL C					
I-202306291164		7/23 SALES TAX DISTRIBUTION	85,967.98			
7/01/2023	AP	DUE: 7/31/2023 DISC: 7/31/2023		1099: N		
		7/23 SALES TAX DISTRIBUTION		560 5-000-424	CONTRACTUAL AGREEMENTS	85,967.98
I-M036764		INMATE ER SERVICES 23-7712	37.14			
6/17/2023	AP	DUE: 7/17/2023 DISC: 7/17/2023		1099: N		
		INMATE ER SERVICES 23-7712		010 5-023-478	PROFESSIONAL SERVICES	37.14
I-M087113		INMATE ER SERVICES 23-2075	176.89			
2/16/2023	AP	DUE: 3/18/2023 DISC: 3/18/2023		1099: N		
		INMATE ER SERVICES 23-2075		010 5-023-478	PROFESSIONAL SERVICES	176.89
		=== VENDOR TOTALS ===	86,182.01			

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=====						
01-01069 COMMUNITY HEALTH CENTER OF SEK						
I-896		PRE-EMPLOYMENT PHYSICALS	4,337.00			
6/19/2023	AP	DUE: 6/19/2023 DISC: 6/19/2023		1099: Y		
		PRE-EMPLOYMENT PHYSICALS		450 5-000-478	PROFESSIONAL SERVICES	3,667.00
		PRE-EMPLOYMENT PHYSICALS		370 5-000-478	PROFESSIONAL SERVICES	551.00
		PRE-EMPLOYMENT PHYSICALS		900 5-026-478	PROFESSIONAL SERVICES	119.00
		=== VENDOR TOTALS ===	4,337.00			
=====						
01-52150 COMPENSATING USE TAX						
I-202306291165		5/23 COMPENSATING USE TAX	524.86			
5/31/2023	AP	DRAFT 6/27/2023		1099: N		
		5/23 COMPENSATING USE TAX		800 5-020-620	EQUIPMENT MAINTENANCE	392.86
		5/23 COMPENSATING USE TAX		800 5-020-478	PROFESSIONAL SERVICES	132.00
		=== VENDOR TOTALS ===	524.86			
=====						
01-52347 CORE & MAIN LP						
I-S999128		BRASS FITTINGS	404.00			
6/23/2023	AP	DUE: 6/23/2023 DISC: 6/23/2023		1099: N		
		BRASS FITTINGS		900 5-026-555	PLUMBING SUPPLIES	404.00
		=== VENDOR TOTALS ===	404.00			
=====						
01-01099 COUNTY LINE SALVAGE, INC. DBA						
I-10820		TOW 2006 PILOT 23-7901	100.00			
6/21/2023	AP	DUE: 6/21/2023 DISC: 6/21/2023		1099: N		
		TOW 2006 PILOT 23-7901		010 5-023-478	PROFESSIONAL SERVICES	100.00
		=== VENDOR TOTALS ===	100.00			
=====						
01-01175 DIGITAL CONNECTIONS, INC.						
I-61022		GEN 2 MAINT AGREEMENT, COPIES	35.93			
6/26/2023	AP	DUE: 7/26/2023 DISC: 7/26/2023		1099: N		
		GEN 2 MAINT AGREEMENT, COPIES		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	35.93
I-61090		ADMIN, ENGNRNG, CSC, WWTP	565.77			
7/03/2023	AP	DUE: 8/02/2023 DISC: 8/02/2023		1099: N		
		ADMIN MAINT AGREEMENT, COPIES		010 5-131-448	EQUIPMENT-RENTAL/SERVICE	205.44
		CSC MAINT AGREEMENT, COPIES		010 5-017-448	EQUIPMENT-RENTAL/SERVICE	96.68
		ENGNRNG MAINT AGRMNT, COPIES		520 5-350-805	BUILDING	256.36
		WWTP MAINT AGREEMENT, COPIES		900 5-037-448	EQUIPMENT-RENTAL/SERVICE	7.29
		=== VENDOR TOTALS ===	601.70			

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=====						
01-52996	DOG WASTE DEPOT					
=====						
I-554977		DOG WASTE ROLL BAG X 10	79.47			
6/21/2023	AP	DUE: 6/21/2023 DISC: 6/21/2023		1099: N		
		DOG WASTE ROLL BAG X 10		760 5-000-520	DEPARTMENT SUPPLIES	79.47
=== VENDOR TOTALS ===			79.47			
=====						
01-01317	ECK HEAT & A/C, INC.					
=====						
I-1088-42771		BLOWER CONTROL BOARD, HARNESS	794.14			
6/13/2023	AP	DUE: 6/13/2023 DISC: 6/13/2023		1099: N		
		BLOWER CONTROL BOARD, HARNESS		010 5-025-610	BUILDING MAINTENANCE	794.14
=== VENDOR TOTALS ===			794.14			
=====						
01-53435	FASTENAL COMPANY					
=====						
I-KSCOF112284		AA, AAA BATTERIES	19.87			
6/22/2023	AP	DUE: 7/22/2023 DISC: 7/22/2023		1099: N		
		AA, AAA BATTERIES		800 5-030-505	BATTERIES-NON VEHICLES	19.87
=====						
I-KSCOF112285		U-BOLTS, HEX NUTS	7.20			
6/23/2023	AP	DUE: 7/23/2023 DISC: 7/23/2023		1099: N		
		U-BOLTS, HEX NUTS		370 5-000-620	EQUIPMENT MAINTENANCE	7.20
=====						
I-KSCOF112337		3/8" CORDLESS RATCHET	129.99			
6/27/2023	AP	DUE: 7/27/2023 DISC: 7/27/2023		1099: N		
		3/8" CORDLESS RATCHET		010 5-163-850	OTHER EQUIPMENT	129.99
=====						
I-KSCOF112339		AA BATTERY X 24	18.48			
6/27/2023	AP	DUE: 7/27/2023 DISC: 7/27/2023		1099: N		
		AA BATTERY X 24		010 5-041-505	BATTERIES-NON VEHICLES	18.48
=== VENDOR TOTALS ===			175.54			
=====						
01-53475	FELD FIRE					
=====						
I-0424416-IN		AIR PACK CONSOLE ASSY, LABOR	1,876.15			
6/14/2023	AP	DUE: 6/14/2023 DISC: 6/14/2023		1099: N		
		AIR PACK CONSOLE ASSY, LABOR		010 5-041-620	EQUIPMENT MAINTENANCE	1,876.15
=== VENDOR TOTALS ===			1,876.15			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-50170		FLEET SERVICES					
=====							
I-90215033		6/23 PHILLIPS 66 FLEET FUEL	217.09				
6/30/2023	AP	DUE: 6/30/2023 DISC: 6/30/2023		1099: N			
		6/23 PHILLIPS 66 FLEET FUEL		010 5-023-545	MOTOR FUELS/LUBRICANTS	73.17	
		6/23 PHILLIPS 66 FLEET FUEL		900 5-037-545	MOTOR FUELS/LUBRICANTS	36.02	
		6/23 PHILLIPS 66 FLEET FUEL		010 5-163-545	MOTOR FUELS/LUBRICANTS	107.90	
=== VENDOR TOTALS ===			217.09				
=====							
01-53575		FLOWSERVE US INC.					
=====							
I-653084957		BOILER FEED PUMP REPAIR	7,118.42				
6/14/2023	AP	DUE: 7/14/2023 DISC: 7/14/2023		1099: N			
		BOILER FEED PUMP REPAIR		800 5-030-620	EQUIPMENT MAINTENANCE	7,118.42	
=== VENDOR TOTALS ===			7,118.42				
=====							
01-53743		G & G DOZER LLC					
=====							
I-16235		40 YD ROLL OFF-401 OHIO	450.00				
6/23/2023	AP	DUE: 7/23/2023 DISC: 7/23/2023		1099: Y			
		40 YD ROLL OFF-401 OHIO		700 5-000-424	CONTRACTUAL AGREEMENTS	450.00	
=== VENDOR TOTALS ===			450.00				
=====							
01-54011		GRAINGER					
=====							
I-9745477779		ULTRASONIC CLEANER - 5 GAL	233.21				
6/20/2023	AP	DUE: 7/20/2023 DISC: 7/20/2023		1099: N			
		ULTRASONIC CLEANER - 5 GAL		800 5-030-520	DEPARTMENT SUPPLIES	233.21	
=== VENDOR TOTALS ===			233.21				
=====							
01-54103		GREEN COUNTRY EMERGENCY PHYS G					
=====							
I-5216740		INMATE ER SERVICES 23-5307	90.35				
4/28/2023	AP	DUE: 4/28/2023 DISC: 4/28/2023		1099: Y			
		INMATE ER SERVICES 23-5307		010 5-023-478	PROFESSIONAL SERVICES	90.35	
=== VENDOR TOTALS ===			90.35				
=====							
01-01617		GRUNDY'S AUTOMOTIVE					
=====							
I-202307051170		BRAKE PADS, LABOR TO REPLACE	215.83				
6/26/2023	AP	DUE: 6/26/2023 DISC: 6/26/2023		1099: Y			
		BRAKE PADS		010 5-023-680	VEHICLE-PARTS	95.83	
		R/R BRAKE PADS, CLEAN/BLEED		010 5-023-690	VEHICLE-LABOR	120.00	
=== VENDOR TOTALS ===			215.83				

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=====							
01-54248	HARLEMAN MANUFACTURING, LLC						
I-19884		ROCK AUGER, TEETH	2,748.12				
6/23/2023	AP	DUE: 6/23/2023 DISC: 6/23/2023		1099: N			
		ROCK AUGER, TEETH		800 5-020-850	OTHER EQUIPMENT	2,748.12	
		=== VENDOR TOTALS ===	2,748.12				
=====							
01-54323	HAWKINS, INC.						
I-6507670		POLYMER, POTASSIUM, SULFATE	16,975.41				
6/26/2023	AP	DUE: 6/26/2023 DISC: 6/26/2023		1099: N			
		POLYMER, POTASSIUM, SULFATE		900 5-036-525	CHEMICALS/FERTILIZERS/SE	16,975.41	
I-6507715		BLEACH	1,072.50				
6/26/2023	AP	DUE: 6/26/2023 DISC: 6/26/2023		1099: N			
		BLEACH		450 5-000-525	CHEMICALS/FERTILIZERS/SE	1,072.50	
		=== VENDOR TOTALS ===	18,047.91				
=====							
01-01770	HILLCREST GOLF COURSE PETTY CA						
I-1646		9 CASES OF BEER FROM BEST BVG	221.05				
6/28/2023	AP	DUE: 7/28/2023 DISC: 7/28/2023		1099: N			
		9 CASES OF BEER FROM BEST BVG		370 5-000-506	BEER-GOLF COURSE	221.05	
		=== VENDOR TOTALS ===	221.05				
=====							
01-01867	HUNTER GLENN						
I-202306291166		6/22/23 WEED LOT MOWING	160.00				
6/22/2023	AP	DUE: 6/22/2023 DISC: 6/22/2023		1099: Y			
		6/22/23 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	160.00	
I-202306291167		WEED LOT MOWING THRU 6/21	1,860.00				
6/21/2023	AP	DUE: 6/21/2023 DISC: 6/21/2023		1099: Y			
		WEED LOT MOWING THRU 6/21		700 5-000-424	CONTRACTUAL AGREEMENTS	1,860.00	
I-202307051171		WEED LOT MOWING THRU 6/29	520.00				
6/29/2023	AP	DUE: 6/29/2023 DISC: 6/29/2023		1099: Y			
		WEED LOT MOWING THRU 6/29		700 5-000-424	CONTRACTUAL AGREEMENTS	520.00	
		=== VENDOR TOTALS ===	2,540.00				

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=====						
01-54685	IBT, INC.					
C-8233092		RETURNED BELT	12.42CR			
6/28/2023	AP	DUE: 6/28/2023 DISC: 6/28/2023		1099: N		
		RETURNED BELT		800 5-030-620	EQUIPMENT MAINTENANCE	12.42CR
I-8229855		HOSE X 6	94.50			
6/22/2023	AP	DUE: 7/22/2023 DISC: 7/22/2023		1099: N		
		HOSE X 6		010 5-163-620	EQUIPMENT MAINTENANCE	94.50
I-8229857		SAFETY GLASSES X 21 PAIR	42.00			
6/22/2023	AP	DUE: 7/22/2023 DISC: 7/22/2023		1099: N		
		SAFETY GLASSES X 21 PAIR		010 5-163-570	SAFETY EQUIPMENT	42.00
I-8231391		HYDRAULIC LINE, FITTINGS	127.44			
6/26/2023	AP	DUE: 7/26/2023 DISC: 7/26/2023		1099: N		
		HYDRAULIC LINE, FITTINGS		370 5-000-620	EQUIPMENT MAINTENANCE	127.44
I-8231394		HYDRAULIC FITTING	42.03			
6/29/2023	AP	DUE: 7/29/2023 DISC: 7/29/2023		1099: N		
		HYDRAULIC FITTING		010 5-163-620	EQUIPMENT MAINTENANCE	42.03
I-8231395		BEARING X 2	18.08			
6/26/2023	AP	DUE: 7/26/2023 DISC: 7/26/2023		1099: N		
		BEARING X 2		900 5-036-620	EQUIPMENT MAINTENANCE	18.08
I-8232286		COUPLINGS FOR HOSE REPAIR	65.52			
6/27/2023	AP	DUE: 7/27/2023 DISC: 7/27/2023		1099: N		
		COUPLINGS FOR HOSE REPAIR		370 5-000-620	EQUIPMENT MAINTENANCE	65.52
		=== VENDOR TOTALS ===	377.15			
=====						
01-54707	ICEE COMPANY					
I-8881674		R/R MICRO LID SWITCH	240.86			
6/12/2023	AP	DUE: 6/12/2023 DISC: 6/12/2023		1099: N		
		R/R MICRO LID SWITCH		450 5-000-620	EQUIPMENT MAINTENANCE	240.86
		=== VENDOR TOTALS ===	240.86			
=====						
01-55425	INTACT INSURANCE					
I-791000154		LEGAL SVCS-CLAIM #0AB37798601	5,307.68			
6/15/2023	AP	DUE: 6/15/2023 DISC: 6/15/2023		1099: N		
		LEGAL SVCS-CLAIM #0AB37798601		010 5-013-478	PROFESSIONAL SERVICES	5,307.68
		=== VENDOR TOTALS ===	5,307.68			

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VENDOR SET: 01 CITY OF COFFEYVILLE

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----				GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-55157	J HARLEN COMPANY, INC.						
=====							
I-1617161		FR RAIN COAT - T LAWSON	243.77				
6/28/2023	AP	DUE: 6/28/2023 DISC: 6/28/2023		1099: N			
		FR RAIN COAT - T LAWSON		800 5-030-515	CLOTHING	243.77	
=== VENDOR TOTALS ===			243.77				
=====							
01-01642	JON'S TIRE & WHEEL LLC						
=====							
I-16508		23" CARLISLE TURF, RIB X 2	242.75				
6/26/2023	AP	DUE: 6/26/2023 DISC: 6/26/2023		1099: Y			
		23" CARLISLE TURF, RIB X 2		010 5-163-575	TIRES & TUBES	242.75	
=====							
I-16522		17" GEOLANDER AT	268.53				
6/27/2023	AP	DUE: 6/27/2023 DISC: 6/27/2023		1099: Y			
		17" GEOLANDER AT		800 5-020-575	TIRES & TUBES	268.53	
=== VENDOR TOTALS ===			511.28				
=====							
01-55630	KANSAS DEPARTMENT OF REVENUE						
=====							
I-202307051172		CMB STAMP	25.00				
6/20/2023	AP	DUE: 7/20/2023 DISC: 7/20/2023		1099: N			
		CMB STAMP		010 5-015-460	PAYMENTS TO STATE AGENCY	25.00	
=== VENDOR TOTALS ===			25.00				
=====							
01-59960	KANSAS STATE TREASURER						
=====							
I-202307051173		6/23 FEES, SURCHARGES	2,172.08				
6/30/2023	AP	DUE: 7/30/2023 DISC: 7/30/2023		1099: N			
		6/23 JUDICAL EDUCATION		010 5-013-460	PAYMENTS TO STATE AGENCY	64.15	
		6/23 LAW ENFORCEMENT TRAINING		010 5-013-460	PAYMENTS TO STATE AGENCY	1,413.93	
		6/23 DUI FINES		010 5-013-460	PAYMENTS TO STATE AGENCY	694.00	
=== VENDOR TOTALS ===			2,172.08				
=====							
01-03251	LABETTE COUNTY RWD #6						
=====							
I-202307051174		6/23 WATER USAGE-DEWEY PRPRTY	20.00				
6/30/2023	AP	DUE: 7/30/2023 DISC: 7/30/2023		1099: N			
		6/23 WATER USAGE-DEWEY PRPRTY		010 5-131-494	UTILITIES	20.00	
=== VENDOR TOTALS ===			20.00				

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VENDOR SET: 01 CITY OF COFFEYVILLE

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-56500		LOCKE SUPPLY COMPANY					
I-49793651-00		40 GAL ELECTRIC WATER HEATER		451.58			
6/22/2023	AP	DUE: 7/22/2023 DISC: 7/22/2023		1099: N			
		40 GAL ELECTRIC WATER HEATER		010 5-025-610	BUILDING MAINTENANCE	451.58	
I-49827494-00		URINAL, FITTINGS-WJP		144.81			
6/28/2023	AP	DUE: 7/28/2023 DISC: 7/28/2023		1099: N			
		URINAL, FITTINGS-WJP		900 5-027-572	SUPPLIES-OTHER	144.81	
		=== VENDOR TOTALS ===	596.39				
=====							
01-56878		MERITAIN HEALTH					
I-202307051175		7/23 HEALTH, LIFE PREMIUMS		43,472.27			
7/01/2023	AP	DUE: 7/01/2023 DISC: 7/01/2023		1099: N			
		7/23 HEALTH PREMIUMS		350 5-716-310	HEALTH INSURANCE	43,144.14	
		7/23 LIFE PREMIUMS		350 5-718-310	LIFE INSURANCE	328.13	
		=== VENDOR TOTALS ===	43,472.27				
=====							
01-57100		MIDWEST MINERALS, LLC					
I-662761		28.07 TON OF AB-3		300.35			
6/21/2023	AP	DUE: 7/21/2023 DISC: 7/21/2023		1099: N			
		28.07 TON OF AB-3		010 5-163-565	ROCK-SAND-DIRT	300.35	
I-663128		12.47 TON OF AB-3		133.43			
6/22/2023	AP	DUE: 7/22/2023 DISC: 7/22/2023		1099: N			
		12.47 TON OF AB-3		010 5-163-565	ROCK-SAND-DIRT	133.43	
I-663566		7.88 TON OF AB-3		84.32			
6/23/2023	AP	DUE: 7/23/2023 DISC: 7/23/2023		1099: N			
		7.88 TON OF AB-3		010 5-163-565	ROCK-SAND-DIRT	84.32	
I-663758		71.88 TON OF AB-3		769.12			
6/26/2023	AP	DUE: 7/26/2023 DISC: 7/26/2023		1099: N			
		71.88 TON OF AB-3		010 5-163-565	ROCK-SAND-DIRT	769.12	
I-664022		13.09 TON OF AB-3		140.06			
6/27/2023	AP	DUE: 7/27/2023 DISC: 7/27/2023		1099: N			
		13.09 TON OF AB-3		010 5-163-565	ROCK-SAND-DIRT	140.06	
		=== VENDOR TOTALS ===	1,427.28				

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-----ID-----				GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-57177 MILLENNIUM							
I-23-91595-1		BRACKET X 2-SPLICE CANNISTERS	91.78				
6/22/2023	AP	DUE: 6/22/2023 DISC: 6/22/2023		1099: N			
		BRACKET X 2-SPLICE CANNISTERS		720 5-000-850	OTHER EQUIPMENT	91.78	
I-23-91595-2		SPLICE CANNISTER X 2	484.86				
6/26/2023	AP	DUE: 6/26/2023 DISC: 6/26/2023		1099: N			
		SPLICE CANNISTER X 2		720 5-000-850	OTHER EQUIPMENT	484.86	
I-23-91595-3		SPLICE TRAY X 2-CANNISTERS	68.49				
6/26/2023	AP	DUE: 6/26/2023 DISC: 6/26/2023		1099: N			
		SPLICE TRAY X 2-CANNISTERS		720 5-000-850	OTHER EQUIPMENT	68.49	
=== VENDOR TOTALS ===			645.13				
=====							
01-02550 MONTGOMERY COUNTY ACTION COUNC							
I-1453		BOARD MEETING MEAL X 2	70.00				
6/26/2023	AP	DUE: 7/26/2023 DISC: 7/26/2023		1099: N			
		BOARD MEETING MEAL		010 5-012-490	TRAVEL EXPENSE REIMBURSE	35.00	
		BOARD MEETING MEAL-MAPLES		010 5-011-490	TRAVEL EXPENSE REIMBURSE	35.00	
=== VENDOR TOTALS ===			70.00				
=====							
01-02606 MTB LAWN & GARDEN SERVICE							
I-202307051176		ELMWOOD MOWING THRU 6/28	1,095.00				
6/28/2023	AP	DUE: 6/28/2023 DISC: 6/28/2023		1099: Y			
		ELMWOOD MOWING THRU 6/28		010 5-163-424	CONTRACTUAL AGREEMENTS	1,095.00	
=== VENDOR TOTALS ===			1,095.00				
=====							
01-57757 NEWEGG, INC.							
C-1304375866		RETURN MEMORY X 4-CUSTOMER SV	195.96CR				
3/08/2023	AP	DUE: 3/08/2023 DISC: 3/08/2023		1099: N			
		RETURN MEMORY X 4-CUSTOMER SVC		500 5-310-845	OFFICE FURNITURE & EQUIP	195.96CR	
C-1304375889		RETURN MEMORY	44.99CR				
3/08/2023	AP	DUE: 3/08/2023 DISC: 3/08/2023		1099: N			
		RETURN MEMORY		760 5-000-845	OFFICE FURNITURE & EQUIP	44.99CR	
I-1304528053		COMPUTER X 3-PP, PUBLIC SVC	1,565.91				
6/26/2023	AP	DUE: 6/26/2023 DISC: 6/26/2023		1099: N			
		COMPUTER X 3-PP, PUBLIC SVC		500 5-310-845	OFFICE FURNITURE & EQUIP	1,565.91	
=== VENDOR TOTALS ===			1,324.96				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-57502	NIEL HOTELS LLC					
I-202307051177		7/23 CID SALES TAX	4,539.28			
7/01/2023	AP	DUE: 7/01/2023 DISC: 7/01/2023		1099: N		
		7/23 CID SALES TAX		570 5-000-424	CONTRACTUAL AGREEMENTS	4,539.28
=== VENDOR TOTALS ===			4,539.28			
=====						
01-02689	NO LIMIT POWERSPORTS - JON'S					
I-9338		SPINDLE ASSEMBLY	123.15			
6/26/2023	AP	DUE: 6/26/2023 DISC: 6/26/2023		1099: N		
		SPINDLE ASSEMBLY		010 5-163-620	EQUIPMENT MAINTENANCE	123.15
I-9339		FUEL CAP	16.95			
6/26/2023	AP	DUE: 6/26/2023 DISC: 6/26/2023		1099: N		
		FUEL CAP		010 5-163-620	EQUIPMENT MAINTENANCE	16.95
I-9418		AIR INTAKE, FUEL CAP	61.65			
6/30/2023	AP	DUE: 6/30/2023 DISC: 6/30/2023		1099: N		
		AIR INTAKE, FUEL CAP		010 5-163-620	EQUIPMENT MAINTENANCE	61.65
=== VENDOR TOTALS ===			201.75			
=====						
01-02720	O'REILLY AUTOMOTIVE, INC.					
I-0144-134566		STAR BIT SET	38.99			
6/22/2023	AP	DUE: 7/22/2023 DISC: 7/22/2023		1099: N		
		STAR BIT SET		010 5-163-580	TOOLS	38.99
I-0144-134569		BRUSH, BIT SET	30.64			
6/22/2023	AP	DUE: 7/22/2023 DISC: 7/22/2023		1099: N		
		BRUSH, BIT SET		800 5-020-580	TOOLS	30.64
I-0144-134602		FUEL LINE TO INJECTORS	1.42			
6/22/2023	AP	DUE: 7/22/2023 DISC: 7/22/2023		1099: N		
		FUEL LINE TO INJECTORS		370 5-000-620	EQUIPMENT MAINTENANCE	1.42
I-0144-135215		CABIN FILTER X 2, WIPER FLUID	33.96			
6/26/2023	AP	DUE: 7/26/2023 DISC: 7/26/2023		1099: N		
		CABIN FILTER		010 5-023-680	VEHICLE-PARTS	13.21
		WASHER FLUID		010 5-023-590	VEHICLE-EQUIP SUPPLIES	4.29
		CABIN FILTER		010 5-023-680	VEHICLE-PARTS	16.46
I-0144-135392		FUSE X 2	23.28			
6/27/2023	AP	DUE: 7/27/2023 DISC: 7/27/2023		1099: N		
		FUSE X 2		900 5-027-590	VEHICLE-EQUIP SUPPLIES	23.28

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-02720	O'REILLY AUTOMOTIVE, INC.		(** CONTINUED **)				
I-0144-135483		BRAKE CLEAN X 24, THREADLOCK	111.75				
6/28/2023	AP	DUE: 7/28/2023 DISC: 7/28/2023		1099: N			
		BRAKE CLEAN X 24		010 5-163-545	MOTOR FUELS/LUBRICANTS	83.76	
		THREADLOCK		010 5-163-520	DEPARTMENT SUPPLIES	27.99	
I-0144-135814		BELT	18.23				
6/30/2023	AP	DUE: 7/30/2023 DISC: 7/30/2023		1099: N			
		BELT		370 5-000-620	EQUIPMENT MAINTENANCE	18.23	
I-0144-135862		GREASE GUN	24.99				
6/30/2023	AP	DUE: 7/30/2023 DISC: 7/30/2023		1099: N			
		GREASE GUN		010 5-163-520	DEPARTMENT SUPPLIES	24.99	
		=== VENDOR TOTALS ===	283.26				
=====							
01-02715	OPTIC SHOP						
I-202307051178		SAFETY GLASSES-J. PAYDEN	205.00				
6/28/2023	AP	DUE: 7/28/2023 DISC: 7/28/2023		1099: Y			
		SAFETY GLASSES-J. PAYDEN		010 5-163-570	SAFETY EQUIPMENT	205.00	
		=== VENDOR TOTALS ===	205.00				
=====							
01-02728	ORSCHL COFFEYVILLE 36 - TAXA						
I-010833		RUBBER BOOTS-Z. ALLEN	23.26				
6/02/2023	AP	DUE: 6/02/2023 DISC: 6/02/2023		1099: N			
		RUBBER BOOTS-Z. ALLEN		800 5-030-515	CLOTHING	23.26	
I-014676		NUTS, BOLTS, WASHERS	38.27				
6/19/2023	AP	DUE: 6/19/2023 DISC: 6/19/2023		1099: N			
		NUTS, BOLTS, WASHERS		800 5-030-520	DEPARTMENT SUPPLIES	38.27	
		=== VENDOR TOTALS ===	61.53				
=====							
01-58037	PACE ANALYTICAL SERVICES LLC						
I-2360186802		LAB TEST FOR WWTP	250.00				
6/28/2023	AP	DUE: 7/28/2023 DISC: 7/28/2023		1099: N			
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	250.00	
		=== VENDOR TOTALS ===	250.00				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-58180		PEREGRINE CORPORATION					
I-521956		6/20 C1 LATE NOTICE X 552	335.97				
6/21/2023	AP	DUE: 6/21/2023 DISC: 6/21/2023		1099: N			
		6/20 C1 LATE NOTICE X 552		010 5-017-478	PROFESSIONAL SERVICES	335.97	
I-522147		6/21 C1 BILLING X 1424	865.30				
6/22/2023	AP	DUE: 6/22/2023 DISC: 6/22/2023		1099: N			
		6/21 C1 BILLING X 1424		010 5-017-478	PROFESSIONAL SERVICES	865.30	
=== VENDOR TOTALS ===			1,201.27				
=====							
01-58451		PRAIRIELAND PARTNERS LLC					
I-1000729270		FUEL FILTER ASSEMBLY	52.33				
6/22/2023	AP	DUE: 6/22/2023 DISC: 6/22/2023		1099: N			
		FUEL FILTER ASSEMBLY		370 5-000-620	EQUIPMENT MAINTENANCE	52.33	
=== VENDOR TOTALS ===			52.33				
=====							
01-58219		PROFESSIONAL TURF PRODUCTS, LP					
I-1614400-00		ACCELERATOR CABLE X 2	275.64				
6/30/2023	AP	DUE: 6/30/2023 DISC: 6/30/2023		1099: N			
		ACCELERATOR CABLE		370 5-000-620	EQUIPMENT MAINTENANCE	137.82	
		ACCELERATOR CABLE		370 5-000-620	EQUIPMENT MAINTENANCE	137.82	
=== VENDOR TOTALS ===			275.64				
=====							
01-58610		QUALITY MOTORS OF INDEPENDENCE					
I-229514		FAN, MOTOR ASSEMBLY	250.85				
6/19/2023	AP	DUE: 7/19/2023 DISC: 7/19/2023		1099: N			
		FAN, MOTOR ASSEMBLY		800 5-020-680	VEHICLE-PARTS	250.85	
I-229524		WHEEL CENTER CAP	36.66				
6/21/2023	AP	DUE: 7/21/2023 DISC: 7/21/2023		1099: N			
		WHEEL CENTER CAP		010 5-041-680	VEHICLE-PARTS	36.66	
=== VENDOR TOTALS ===			287.51				
=====							
01-03227		R & R LAWN CARE LLC					
I-753678-753683		WEED LOT MOWING THRU 6/20	2,200.00				
6/22/2023	AP	DUE: 6/22/2023 DISC: 6/22/2023		1099: Y			
		WEED LOT MOWING THRU 6/20		700 5-000-424	CONTRACTUAL AGREEMENTS	2,200.00	
=== VENDOR TOTALS ===			2,200.00				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-58850 REPUBLIC SERVICES #376							
=====							
I-0376-000438640		40 CY, 4 CY ROLL OFFS	626.18				
6/30/2023	AP	DUE: 6/30/2023 DISC: 6/30/2023		1099: N			
		40 CY ROLL OFF		010 5-163-478	PROFESSIONAL SERVICES	476.18	
		4 CY ROLL OFF-MILL SUPPLY		700 5-000-424	CONTRACTUAL AGREEMENTS	150.00	
		=== VENDOR TOTALS ===	626.18				
=====							
01-58965 ROLLING PRAIRIE							
=====							
I-66092		BLOWER FILTER CLEANING	22.00				
6/20/2023	AP	DUE: 6/20/2023 DISC: 6/20/2023		1099: N			
		BLOWER FILTER CLEANING		900 5-037-620	EQUIPMENT MAINTENANCE	22.00	
		=== VENDOR TOTALS ===	22.00				
=====							
01-58970 ROMANS MOTOR COMPANY, INC.							
=====							
I-5012718		BUSHING X 2	8.99				
6/14/2023	AP	DUE: 7/14/2023 DISC: 7/14/2023		1099: N			
		BUSHING X 2		800 5-020-680	VEHICLE-PARTS	8.99	
		=== VENDOR TOTALS ===	8.99				
=====							
01-58971 ROMANS OUTDOOR POWER, INC.							
=====							
I-100-1002601		SPINDLE HOUSING	115.14				
6/27/2023	AP	DUE: 6/27/2023 DISC: 6/27/2023		1099: N			
		SPINDLE HOUSING		370 5-000-620	EQUIPMENT MAINTENANCE	115.14	
=====							
I-100-1002614		SPINDLE ASSEMBLY, FITTINGS	171.45				
6/28/2023	AP	DUE: 6/28/2023 DISC: 6/28/2023		1099: N			
		SPINDLE ASSEMBLY, FITTINGS		010 5-163-620	EQUIPMENT MAINTENANCE	171.45	
		=== VENDOR TOTALS ===	286.59				
=====							
01-59056 S & D ELECTRIC MOTORS, INC.							
=====							
I-12418		SULZER PUMP-ASBURY LIFTSTATIO	7,000.00				
6/22/2023	AP	DUE: 6/22/2023 DISC: 6/22/2023		1099: N			
		SULZER PUMP-ASBURY LIFTSTATION		900 5-027-850	OTHER EQUIPMENT	7,000.00	
		=== VENDOR TOTALS ===	7,000.00				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-59202 SCOTT LAZENBY						
I-202307051179		6/23 MILEAGE REIMBURSEMENT	139.51			
6/30/2023	AP	DUE: 6/30/2023 DISC: 6/30/2023		1099: N		
		6/23 MILEAGE REIMBURSEMENT		370 5-000-490	TRAVEL EXPENSE REIMBURSE	139.51
=== VENDOR TOTALS ===			139.51			
=====						
01-03387 SEK MEDIA, LLC						
I-KUSN0285230612831		6/23 HGC ADVERTISING	637.56			
6/19/2023	AP	DUE: 6/19/2023 DISC: 6/19/2023		1099: Y		
		6/23 HGC ADVERTISING		370 5-000-482	PUBLIC NOTICES	637.56
=== VENDOR TOTALS ===			637.56			
=====						
01-03385 SEK READY MIX, INC.						
I-7025		4 CY-1400 BLK W 1ST	548.00			
6/21/2023	AP	DUE: 6/21/2023 DISC: 6/21/2023		1099: N		
		4 CY-1400 BLK W 1ST		010 5-163-510	CEMENT & ASPHALT	548.00
I-7029		4 CY-1400 BLK W 1ST	548.00			
6/22/2023	AP	DUE: 6/22/2023 DISC: 6/22/2023		1099: N		
		4 CY-1400 BLK W 1ST		010 5-163-510	CEMENT & ASPHALT	548.00
I-7042		6 CY-CATALINA/BUCKEYE DRIVEWA	980.00			
6/27/2023	AP	DUE: 6/27/2023 DISC: 6/27/2023		1099: N		
		6 CY-CATALINA/BUCKEYE DRIVEWAY		760 5-000-510	CEMENT & ASPHALT	980.00
=== VENDOR TOTALS ===			2,076.00			
=====						
01-59460 SIRCHIE FINGERPRINT LABORATORI						
I-0596857-IN		GUN EVIDENCE BOXES, LABELS	111.74			
6/19/2023	AP	DUE: 6/19/2023 DISC: 6/19/2023		1099: N		
		GUN EVIDENCE BOXES, LABELS		010 5-023-520	DEPARTMENT SUPPLIES	111.74
=== VENDOR TOTALS ===			111.74			
=====						
01-59035 SMC ELECTRIC SUPPLY						
I-51078844-00		FLASHLIGHT	16.28			
6/09/2023	AP	DUE: 7/09/2023 DISC: 7/09/2023		1099: N		
		FLASHLIGHT		800 5-020-520	DEPARTMENT SUPPLIES	16.28
I-51079025-00		SAFETY GLASSES	4.99			
6/23/2023	AP	DUE: 7/23/2023 DISC: 7/23/2023		1099: N		
		SAFETY GLASSES		800 5-030-570	SAFETY EQUIPMENT	4.99
=== VENDOR TOTALS ===			21.27			

PACKET: 04491 AO 23-13 7.11.23 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-59639 SOONER AUTOMOTIVE SERVICES						
I-15791		HVAC EVACUATE/CHARGE	168.10			
6/19/2023	AP	DUE: 6/19/2023 DISC: 6/19/2023		1099: Y		
		HVAC EVACUATE/ CHARGE		800 5-020-690	VEHICLE-LABOR	168.10
=== VENDOR TOTALS ===			168.10			
=====						
01-59669 SOUTHERN UNIFORM AND TACTICAL,						
I-148548-1		UNIFORM PANTS, SHIRTS X 2 EE	413.96			
3/31/2023	AP	DUE: 3/31/2023 DISC: 3/31/2023		1099: N		
		UNIFORM PANTS, SHIRTS X 2 EE		010 5-023-515	CLOTHING	413.96
=== VENDOR TOTALS ===			413.96			
=====						
01-59900 STANION WHOLESALE ELECTRIC CO.						
I-5423924-02		LOADBREAK ELBOW X 60	2,739.69			
6/16/2023	AP	DUE: 7/16/2023 DISC: 7/16/2023		1099: N		
		LOADBREAK ELBOW X 60		800 5-020-850	OTHER EQUIPMENT	2,739.69
=== VENDOR TOTALS ===			2,739.69			
=====						
01-03717 STEPHENS VENDING CORPORATION						
I-INV67327		BOTTLED WATER, TEA, 20 OZ	163.25			
6/27/2023	AP	DUE: 6/27/2023 DISC: 6/27/2023		1099: N		
		BOTTLED WATER, TEA, 20 OZ		370 5-000-507	CONCESSIONS	163.25
I-INV67333		PRETZELS, CHIPS, SAUCE, CANDY	3,614.51			
6/28/2023	AP	DUE: 6/28/2023 DISC: 6/28/2023		1099: N		
		PRETZELS, CHIPS, SAUCE, CANDY		450 5-000-507	CONCESSIONS	3,614.51
I-INV67356		SAUCE, SYRUP, CHIPS, CANDY	1,520.03			
7/03/2023	AP	DUE: 7/03/2023 DISC: 7/03/2023		1099: N		
		SAUCE, SYRUP, CHIPS, CANDY		450 5-000-507	CONCESSIONS	1,520.03
=== VENDOR TOTALS ===			5,297.79			
=====						
01-03645 STRIMPLE SIGN & OUTDOOR POWER,						
I-34931		MOWER BLADE X 3	81.96			
6/15/2023	AP	DUE: 7/15/2023 DISC: 7/15/2023		1099: N		
		MOWER BLADE		800 5-030-620	EQUIPMENT MAINTENANCE	81.96
=== VENDOR TOTALS ===			81.96			

PACKET: 04491 AO 23-13 7.11.23 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-03770	THOMPSON BROTHERS SUPPLIES, IN						
I-853219		COMPRESSED OXYGEN	35.07				
6/19/2023	AP	DUE: 7/19/2023 DISC: 7/19/2023		1099: N			
		COMPRESSED OXYGEN		800 5-030-525	CHEMICALS/FERTILIZERS/SE	35.07	
I-853279		SAFETY GLASSES	4.92				
6/20/2023	AP	DUE: 7/20/2023 DISC: 7/20/2023		1099: N			
		SAFETY GLASSES		800 5-020-570	SAFETY EQUIPMENT	4.92	
I-853295		SAFETY GLASSES	9.89				
6/20/2023	AP	DUE: 7/20/2023 DISC: 7/20/2023		1099: N			
		SAFETY GLASSES		800 5-020-570	SAFETY EQUIPMENT	9.89	
I-853366		COMPRESSED HYDROGEN	263.60				
6/22/2023	AP	DUE: 7/22/2023 DISC: 7/22/2023		1099: N			
		COMPRESSED HYDROGEN		800 5-030-525	CHEMICALS/FERTILIZERS/SE	263.60	
I-853610		WELDING WIRE	28.04				
6/23/2023	AP	DUE: 7/23/2023 DISC: 7/23/2023		1099: N			
		WELDING WIRE		370 5-000-520.02	DEPARTMENT SUPPLIES-MAIN	28.04	
I-853867		SAFETY GLASSES X 12 PAIR	21.12				
6/28/2023	AP	DUE: 7/28/2023 DISC: 7/28/2023		1099: N			
		SAFETY GLASSES X 12 PAIR		010 5-163-570	SAFETY EQUIPMENT	21.12	
		=== VENDOR TOTALS ===	362.64				
=====							
01-03807	TOBY HUNT						
I-2023-2		2Q23 MILEAGE REIMBURSEMENT	102.18				
7/05/2023	AP	DUE: 7/05/2023 DISC: 7/05/2023		1099: N			
		2Q23 MILEAGE REIMBURSEMENT		010 5-016-490	TRAVEL EXPENSE REIMBURSE	102.18	
		=== VENDOR TOTALS ===	102.18				
=====							
01-03810	TOOL SUPPLY, INC.						
I-0104042-00		KEYLESS CHUCK, FASTENERS	68.53				
6/19/2023	AP	DUE: 7/19/2023 DISC: 7/19/2023		1099: N			
		KEYLESS CHUCK, FASTENERS		800 5-030-520	DEPARTMENT SUPPLIES	68.53	
I-0104054-00		TOOLBOX	544.22				
6/21/2023	AP	DUE: 7/21/2023 DISC: 7/21/2023		1099: N			
		TOOLBOX		800 5-020-520	DEPARTMENT SUPPLIES	544.22	
I-0104080-00		HOSE, FITTINGS-BASIN #1	258.07				
6/28/2023	AP	DUE: 7/28/2023 DISC: 7/28/2023		1099: N			
		HOSE, FITTINGS-BASIN #1		900 5-037-620	EQUIPMENT MAINTENANCE	258.07	

PACKET: 04491 AO 23-13 7.11.23 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----				GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-03810	TOOL SUPPLY, INC.		(** CONTINUED **)				
=====							
I-0104099-00		THREADED ROD	31.82				
6/29/2023	AP	DUE: 7/29/2023 DISC: 7/29/2023		1099: N			
		THREADED ROD		800 5-030-520	DEPARTMENT SUPPLIES	31.82	
=== VENDOR TOTALS ===			902.64				
=====							
01-60410	TOTAH COMMUNICATIONS, INC.						
=====							
I-202307061180		7/23 E911 - LIBERTY	27.84				
7/01/2023	AP	DUE: 7/31/2023 DISC: 7/31/2023		1099: N			
		7/23 E911 - LIBERTY		510 5-000-416	COMMUNICATIONS	27.84	
=====							
I-202307061181		7/23 E911 - TYRO	27.84				
7/01/2023	AP	DUE: 7/31/2023 DISC: 7/31/2023		1099: N			
		7/23 E911 - TYRO		510 5-000-416	COMMUNICATIONS	27.84	
=== VENDOR TOTALS ===			55.68				
=====							
01-60412	TOTAL FILTRATION SERVICES, INC						
=====							
I-2603108-00		ELECTROSTATIC PANEL FILTER	1,230.63				
6/20/2023	AP	DUE: 6/20/2023 DISC: 6/20/2023		1099: N			
		ELECTROSTATIC PANEL FILTER		800 5-030-620	EQUIPMENT MAINTENANCE	1,230.63	
=== VENDOR TOTALS ===			1,230.63				
=====							
01-60800	U.S. BANK EQUIPMENT FINANCE						
=====							
I-505086744		ENGINEERING COPIER LEASE	142.25				
6/29/2023	AP	DUE: 6/29/2023 DISC: 6/29/2023		1099: N			
		ENGINEERING COPIER LEASE		520 5-350-805	BUILDING	142.25	
=====							
I-505253302		ADMIN COPIER LEASE	307.91				
7/01/2023	AP	DUE: 7/01/2023 DISC: 7/01/2023		1099: N			
		ADMIN COPIER LEASE		010 5-131-448	EQUIPMENT-RENTAL/SERVICE	307.91	
=====							
I-505253385		POWER PLANT COPIER LEASE	102.06				
7/01/2023	AP	DUE: 7/01/2023 DISC: 7/01/2023		1099: N			
		POWER PLANT COPIER LEASE		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	102.06	
=====							
I-505253534		PLOTTER LEASE	284.80				
7/01/2023	AP	DUE: 7/01/2023 DISC: 7/01/2023		1099: N			
		PLOTTER LEASE		010 5-071-448	EQUIPMENT-RENTAL/SERVICE	284.80	
=== VENDOR TOTALS ===			837.02				

PACKET: 04491 AO 23-13 7.11.23 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-61042		WARTSILA NORTH AMERICA, INC.				
I-9100705		FLEXIBLE HOSE, SAFETY VALVE	1,838.01			
6/20/2023	AP	DUE: 6/20/2023 DISC: 6/20/2023		1099: N		
		FLEXIBLE HOSE, SAFETY VALVE		800 5-030-620	EQUIPMENT MAINTENANCE	1,838.01
=== VENDOR TOTALS ===			1,838.01			
=== PACKET TOTALS ===			301,764.62			

City of Coffeyville
Payroll Distribution Summary
23-13

<u>Date</u>	<u>Amount</u>
June 25, 2023	<u>\$ 466,197.32</u>
Total Payroll	\$ 466,197.32

(Published in the *Coffeyville Journal* on July 19, 2023 and July 26, 2023)

CHARTER ORDINANCE NO. 29

A CHARTER ORDINANCE EXEMPTING THE CITY OF COFFEYVILLE, KANSAS, FROM THE PROVISIONS OF K.S.A. 13-1024a AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT RELATING TO GENERAL IMPROVEMENTS AND THE ISSUANCE OF BONDS FOR THE PURPOSE OF PAYING FOR SAID IMPROVEMENTS; AND REPEALING CHARTER ORDINANCE NO. 9 OF THE CITY.

WHEREAS, Article 12, § 5 of the Constitution of the State of Kansas (the “Act”) empowers cities to determine their local affairs and government and provides that such power and authority granted thereby to cities shall be liberally construed for the purpose of giving to cities the largest measure of self-government, including passing charter ordinances which exempt such cities from non-uniform statutes and acts of the Kansas Legislature; and

WHEREAS, the City of Coffeyville, Kansas (the “City”) is a City, as defined in the Act, duly created and organized, under the laws of the State of Kansas; and

WHEREAS, K.S.A. 13-1024a is part of an enactment of the Kansas Legislature (K.S.A. 13-1024a *et seq.*) relating to general improvements and the issuance of bonds for such purposes, which enactment is applicable to the City, but is not uniformly applicable to all cities within the State of Kansas; and

WHEREAS, the governing body of the City has heretofore passed Charter Ordinance No. 9 which exempts the City from the provisions of K.S.A. 13-1024a, and provides substitute and additional provisions therefor; and

WHEREAS, the governing body of the City desires, by charter ordinance, to exempt the City from the provisions of K.S.A. 13-1024a, and to provide substitute and additional provisions therefor, and when effective, repeal the provisions of Charter Ordinance No. 9.

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

Section 1. Exemption – K.S.A. 13-1024a. The City, by the power vested in it by the Act, hereby elects to exempt itself from and make inapplicable to it, the provisions of K.S.A. 13-1024a, and does hereby provide the following substitute and additional provisions in place thereof:

For the purpose of paying for any bridge, viaduct, street, sidewalk, transportation or pedestrian way improvement, airport, public building or structure, parking improvement, or other public utility or works, including any appurtenances related thereto and the land necessary therefor, for lands for public parks and recreation facilities, including golf courses, stadiums and community centers, and developing and making improvements to the same, within or without the city, for the establishment, development and construction of crematories, desiccating or reduction works, including any appurtenances related thereto and the land necessary therefor, within or without the city, or for the improvement, repair or extension of any waterworks, sanitary sewer facilities, sewage treatment or disposal

plant, sewerage system, storm water improvement, telecommunications system, electric system, crematory, desiccating or reduction works or other public utility plant or works owned by the city, and for the purpose of rebuilding, adding to or extending to the same or acquiring land necessary therefor from time to time, as the necessities of the city may require, or for the acquisition of equipment, vehicles and other personal property to be used in relation to any of the improvements authorized herein, the city may borrow money and issue its general obligation bonds and/or temporary notes for the same.

Before any such general obligation bonds and/or temporary notes are authorized or issued pursuant to this Charter Ordinance, the City will adopt a resolution specifying the amount of such general obligation bonds and/or temporary notes and the purpose of the issuance thereof.

Section 2. Severability. If any provision or section of this Charter Ordinance is deemed or ruled unconstitutional or otherwise illegal or invalid by any court of competent jurisdiction, such illegality or invalidity shall not affect any other provision of this Charter Ordinance. In such instance, this Charter Ordinance shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 3. Effective Date. This Charter Ordinance shall be published once a week for two consecutive weeks in the official City newspaper, and shall take effect sixty-one (61) days after final publication, unless a petition signed by a number of electors of the City equal to not less than ten percent (10%) of the number of electors who voted at the last preceding regular City election shall be filed in the office of the Clerk, demanding that this Charter Ordinance be submitted to a vote of the electors, in which event this Charter Ordinance shall take effect when approved by a majority of the electors voting at an election held for such purpose.

Section 4. Repealer. Upon the Effective Date of this Charter Ordinance, Charter Ordinance No. 9 shall be repealed.

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PASSED with at least two-thirds (2/3) vote of the entire City Commission of the City of Coffeyville, Kansas, on July 11, 2023 and **SIGNED** by the Mayor.

(Seal)

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, Clerk

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ORDINANCE NO. S-23-01

AN ORDINANCE TO ALLOW ALCOHOL TO BE SERVED IN THE AREA KNOWN AS UNION PACIFIC PARK DURING THE COFFEYVILLE AREA CHAMBER OF COMMERCE'S 'HOPS AROUND TOWN – BEER FESTIVAL' EVENT.

WHEREAS, the Coffeyville Area Chamber of Commerce plans to host a 'Hops Around Town – Beer Festival' event on October 14, 2023; and

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

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

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Coffeyville, Kansas, that the area commonly referred to as the Union Pacific Park, located on the southeast corner area of 8th Street and Elm Street in the City of Coffeyville, and the adjacent streets and alleyway, as depicted on the drawing submitted by the Chamber Director, shall be and is hereby exempted from Section 4-31(e) of the Code of Ordinances during the aforementioned event, subject to the parameters set forth the Chamber's letter. The exact confines of the area shall be approved by the City Manager or his designee. The effective date/time of the exemption shall be October 14, 2023, commencing at 12:00 P.M. and ending at 9:00 P.M.

PASSED AND APPROVED by the Board of Commissioners of the City of Coffeyville, Kansas, this day 11th day of July 2023.

Ann Marie Vannoster, Mayor

Attest:

Melissa Carter, City Clerk

		CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	7-11-23		
RESOLUTION OR ORDINANCE NUMBER	R-23-39 R-23-40 R-23-41		
AGENDA TITLE	Accept KDOT Aviation Grants and Approve Task order No.4 with Lochner Inc. for Project: Rehabilitate and Remark Asphalt Runway 4-22		
REQUESTING DEPARTMENT	Airport		
PRESENTER	Jarrod Powers – Director of Airport Services		
FISCAL INFORMATION	Cost as recommended:	\$27,750.00	
	Budget Line Item:	N/A	
	Balance Available	N/A	
	New Appropriation Required:	☒ Yes ☐ No	
PURPOSE	To accept the design and construction Grants from KDOT aviation and approved tax order No. 4 for design of the project with Lochner, Inc.		
BACKGROUND	On October 11-2022 I came before you asking for approval to apply for a KDOT grant to repaint runway 17/35 and crack seal and repaint of runway 4/22 on February 15th we were notified that we will receive the grant funding for a total of 565.000 with our local match of 53,250 we are on schedule to apply for a FAA grant to resurface runway 17/35 in 2025 I don't believe it is good business to paint 17/35 for 245,000 and in two years grind it off and paint it again I have been in contact with KDOT to see if we can use the funds allocated for 17/35 to be used in the 2025 FAA grant project.		

SPECIAL NOTES	Design 95/5 KDOT/City \$ 42,750.00 State 95% <u>\$ 2,250.00</u> City 5% \$ 45,000.00 Construction 90/10 KDOT/City \$229,500.00 State 90% <u>\$ 25,500.00</u> City 10% \$255,000.00
ANALYSIS	If approved for 4/22 our local match would be \$27,750.00
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends authorization for Task Order No 4 agreement. and acceptance of both grants from KDOT Aviation for runway 4/22
REFERENCE DOCUMENTS ATTACHED	Engineers opinion of probable construction cost. Task order No. 4; design Grant from KDOT; Construction Grant from KDOT.

RESOLUTION NO. R-23-39

**A RESOLUTION TO APPROVE KDOT AGREEMENT FOR
DESIGN OF CRACK SEAL AND REPAINT OF RUNWAY 4-22**

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor and the City Clerk be and are hereby authorized to and directed to execute agreement No. 139-23 for the design of the crack seal and remark of Runway 4-22. The grant is for reimbursement for 95% of the design costs up to \$42,750.00 state funds and \$2,250.00 City funds for a total project cost of \$45,000.00.

ADOPTED THIS 11th DAY OF July 2023.

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, City Clerk

KAIP
AIRPORT DESIGN AND PLANNING
City of Coffeyville

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and **City of Coffeyville, Kansas** (the “Recipient”), collectively, the “Parties.”

RECITALS:

- A. The Recipient has applied for, and the Secretary has approved, an Airport Design and Planning Project to design the crack seal and remark of Runway 4-22 for the Coffeyville Municipal Airport.
- B. The Secretary has approved the use of Kansas Airport Improvement Program (KAIP) funds from the State’s General Aviation Airport Development Fund for this purpose, limited to the scope of the Project, as further described below.
- C. The Secretary and the Recipient are empowered by the laws of Kansas to enter into agreements for the design and planning of the Airport.
- D. The Secretary and the Recipient desire to enter into this Agreement to participate in the cost of the Project through the use of state and local funds.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I: DEFINITIONS

The capitalized terms below have the following meanings when used in this Agreement:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, both attached and incorporated by reference, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“Airport”** means Coffeyville Municipal Airport, a Public Use General Aviation Airport, located at 2608 N 2nd Industrial St, Coffeyville, Kansas 67337.
- 3. **“Consultant”** means any engineering firm or other entity retained to perform consulting or design services for the Project.
- 4. **“Contractor”** means any entity awarded any construction contract for the Project, and any subcontractors working for any Contractor or the Recipient with respect to the Project.

5. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement and as approved by the FAA.
6. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
7. **“Expiration Date”** means one hundred twenty (120) days after the date the grant offer letter is mailed by the Secretary.
8. **“FAA”** means the Federal Aviation Administration, a federal agency of the United States.
9. **“KAIP”** means the Kansas Airport Improvement Program, administered by KDOT’s Division of Aviation.
10. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
11. **“National Plan of Integrated Airport Systems (NPIAS) Airport”** as defined and designated by the FAA; the current list of which may be found at https://www.faa.gov/airports/planning_capacity/npias/current/.
12. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, reasonably determines are not Participating Costs.
13. **“Participating Costs”** means expenditures for items or services for the design and planning of the Airport projects which are an integral part of the Project, as reasonably determined by the Secretary.
14. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Recipient.
15. **“Project”** means all phases and aspects of the endeavor that is the subject of this Agreement to be undertaken by the Recipient, being: to design the crack seal and remark of Runway 4-22 for the Coffeyville Municipal Airport in Coffeyville, Kansas.
16. **“Public Use General Aviation Airport”** means any airport available for use by the general public for the landing and taking off of aircraft but shall not include any airport classified as a primary airport by the Federal Aviation Administration (FAA), as defined in K.S.A. § 75-5061(e) or other applicable statute.

17. **“Recipient”** means City of Coffeyville, with its place of business at 102 W. 7th St., Coffeyville, Kansas 67337.
18. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.
19. **“Useful Life Period”** means a sufficient period of time, as specifically designated in this Agreement in Article IV to secure the investment of KAIP funds in the Project based on the nature and magnitude of Project costs and generally accepted economic or useful life cycle norms for the type of work involved in the Project.

ARTICLE II: FUNDING

1. **Funding.** The table below reflects the funding commitments of each Party. The Parties agree costs and contributions reflected below are for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	95% of Participating Costs of the Project, not to exceed \$42,750.00.
Recipient	5% of Participating Costs of the Project until Secretary’s funding limit is reached; 100% of Participating Costs of the Project after Secretary’s funding limit is reached; 100% of Costs of Non-Participating Costs.

ARTICLE III: SECRETARY RESPONSIBILITIES

1. **Reimbursement Payments.** The Secretary agrees to make such payment to the Recipient as soon as reasonably possible after the Project is completed and after receipt of proper billing and certification by the Recipient that the Project was completed within substantial compliance of the approved plans and specifications. The Secretary reserves the right to retain up to five percent (5%) of the Secretary’s maximum participation until the Recipient completes its obligations under this Agreement to the satisfaction of the Secretary.
2. **Verification of Project Start.** The Secretary shall not reimburse the Recipient until the Secretary receives verification from the Recipient that the Project is underway. Verification for the Project may consist of evidence of construction, proof of hiring any Consultant or Contractor for the Project, or other method deemed acceptable by the Secretary’s authorized representative. Failure to submit verification that the Project has been started within two (2) years of the effective date shall result in the Secretary cancelling the Project. Permission to delay the Project start must be approved by the Secretary and evidenced by a supplemental agreement executed by both Parties.

ARTICLE IV: RECIPIENT RESPONSIBILITIES

1. **Accounting.** Upon request by the Secretary, the Recipient will provide the Secretary an accounting of all actual Non-Participating Costs associated with the Project which are paid directly by the Recipient to any party outside of the Secretary and costs incurred by the Recipient not to be reimbursed by the Secretary. This will enable the Secretary to report all costs of the Project to the legislature.
2. **Audit.** The Recipient will participate and cooperate with the Secretary in an annual audit of the Project. The Recipient shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments that have been made with state funds by the Recipient for items considered Non-Participating Costs, the Recipient shall promptly reimburse the Secretary for such items upon notification by the Secretary.
3. **Conformity with Federal Requirements.** The Recipient shall design, or contract to have designed, the Project in conformity with the current Federal Aviation Administration (FAA) airport design standards and the rules and regulations of the FAA pertaining thereto. The Recipient agrees that all airport planning and environmental activities associated with this grant shall be conducted in accordance with FAA written policy or policies governing the Recipient's airport projects and the sequence thereof, including those that govern projects for a National Plan of Integrated Airport Systems (NPIAS) airport, where applicable.
4. **Consultant Contract Language.** The Recipient shall include language requiring conformity with Article IV, paragraph 3 above, in all contracts between the Recipient and any Consultant with whom the Recipient has contracted to perform services for the Project. In addition, any contract between the Recipient and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, paragraph 3 above. In addition, any contract between the Recipient and any Consultant with whom the Recipient has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:
 - a. **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
 - b. **Progress Reports.** Language requiring the Consultant to submit to the Recipient (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
 - c. **Third-Party Beneficiary.** Language making the Secretary a third-party beneficiary in the agreement between the Recipient and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the Recipient and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the Recipient or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the Recipient from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

5. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Recipient will defend, indemnify, hold harmless, and save the Secretary and the Secretary’s authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Recipient, the Recipient’s employees, agents, subcontractors, or its consultants. The Recipient shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary’s authorized representatives or employees.
6. **Indemnification by Contractors.** The Recipient agrees to require any Contractor to indemnify, hold harmless, and save the Secretary and the Recipient from personal injury and property damage claims arising out of the act or omission of any Contractor, any Contractor’s agent, subcontractors, or suppliers. If the Secretary or the Recipient defends a third-party’s claim against any Contractor, said Contractor shall indemnify the Secretary and the Recipient for damages paid to the third-party and all related expenses either the Secretary or the Recipient or both incur in defending the claim.
7. **Legal Authority.** By signature on this Agreement, the signatory certifies they have legal and actual authority as representative and agent for the Recipient to enter into this Agreement on its behalf. The Recipient agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.
8. **Maintenance.** When the Project is completed and final acceptance is issued the Recipient will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by KDOT’s Division of Aviation of any unsatisfactory maintenance condition, the Recipient will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is completed to the Secretary’s satisfaction.
9. **Prevailing Wages.** The Recipient will require the Contractor to pay prevailing wages. The Recipient will incorporate into the Construction contract the current general wage decision

for the county in which the Project is being constructed. The Recipient can obtain the current wage decision from KDOT's Bureau of Construction and Materials website.

10. **Project Administration.** The Recipient shall be responsible for undertaking and completion of the Project. Immediately after the Project is Let, the Recipient shall notify KDOT's Division of Aviation of the Letting date, the total contract amount, and any other requested information related to the Project.
11. **Responsibility for Adequacy of Design.** The Recipient shall be responsible for, and require any Consultant retained by it to be responsible for, the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the Recipient's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, any construction Contractor, the Recipient, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the Recipient.
12. **Submission of Design Plans to Secretary.** If requested, the Recipient will furnish to KDOT's Division of Aviation one (1) set of final Design Plans.
13. **Useful Life.**
 - a. **Assurance Clause.** At any time that the public is not allowed access to the Airport, the Recipient shall reimburse the Secretary a prorated amount based on a ten (10) year Useful Life of the Project. This assurance clause shall be valid and enforceable for ten (10) years from the date that the final payment is authorized. This provision shall only apply to closure for non-airport purposes.
 - b. **Useful Life Period.** The Parties agree the Useful Life Period of the Project is ten (10) years, commencing on the date the Secretary gives notice of final acceptance of the Project.
 - c. **Change in Public Use.** After the Project is completed and during the entire Useful Life Period, the Airport shall remain open for public use. Any change in the public use of the real property for the Project will require written approval from the Secretary.
 - d. **Recapture of State Investment.**
 - (i) During the first five (5) years of the Useful Life Period, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (b) above, then the Recipient shall pay to the Secretary one hundred percent (100%) of the funds invested in the Project.

- (ii) Following the first five (5) years of the Useful Life Period and until the Useful Life Period expires, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (b) above, then the Recipient shall pay to the Secretary as recapture of funds invested in the Project an amount, which will be determined according to the following formula:

$$\frac{\text{Total Amount of State Funds Invested in the Project}}{\text{Entire Useful Life Period for the Project}} \times \frac{\text{Number of Full Years Remaining in the Useful Life Period at the Time of unauthorized change in use}}{1} = \text{Recapture Amount}$$

- (iii) Any payments due to the Secretary pursuant to this subparagraph (c) shall be made within ninety (90) days after receipt of billing from the Secretary's Chief of Fiscal Services unless an extension is granted by the Secretary.

ARTICLE V: GENERAL PROVISIONS

1. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Recipient and their successors in office.
2. **Certification of Compliance.** The Recipient agrees to certify that it is in compliance with K.S.A. 46-239(c) by signing the Certificate of Compliance Special Attachment, which is attached hereto and made a part of this Agreement.
3. **Certification Regarding No Boycott of Israel.** The Recipient agrees to certify that it is in compliance with K.S.A. §§75-3740e and 3740f, by signing the Certification of Company Not Engaged in a Boycott of Goods or Services from Israel Special Attachment, which is attached to and made a part of this Agreement.
4. **Certification Regarding Sexual Harassment.** The Recipient agrees to comply with Executive Order 18-04 (February 5, 2018), by signing the Policy Regarding Sexual Harassment Special Attachment, which is attached to and made a part of this Agreement.
5. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 01.24.2023" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

6. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to the Project.
7. **Contractual Provisions.** The provisions found in “Special Attachment No. 2: Contractual Provisions Attachment (Form DA-146a)”, which is attached hereto, are incorporated into, and made a part of this Agreement.
8. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
9. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not deemed to control or affect the meaning or construction or the provisions herein.
10. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.
11. **No Assignment.** The Recipient shall not transfer or assign all or any rights or obligations existing under this Agreement without the prior written approval of the Secretary.
12. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
13. **Offer Expiration.** The Secretary’s offer to fund the Project, subject to the terms of this Agreement, is contingent upon the Recipient executing this Agreement on or before the Expiration Date. In the event the Recipient fails to execute this Agreement on or before the Expiration Date, the Secretary will not be obligated to fund the Project and the Secretary may cancel the Project. If the Recipient wishes to extend the Expiration Date, the Recipient must submit a written extension request to the Secretary at least forty-five (45) days prior to the Expiration Date. After receiving the request, the Secretary may extend the Expiration Date by providing written notice to the Recipient.
14. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

City of Coffeyville, Kansas

Kansas Department of Transportation

(Signature) (Date)

Calvin E. Reed, P.E. (Date)
Acting Secretary of Transportation

(Print Name)

(Title)

KANSAS DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239(c) ATTACHMENT

Kansas law (K.S.A. 46-239(c)) requires the Kansas Department of Transportation to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

Legislator name _____

Business phone _____

Address (Street, City, State, Zip Code)

Purpose of Employment: _____

Method of determining compensation: _____

or

_____ No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is part of this transaction.

By: _____

Date: _____

Contract/

Project No: _____
(if applicable)

County: _____
(if applicable)

**CERTIFICATION OF COMPANY
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with K.S.A. 75-3740f, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in K.S.A. 75-3740e and 75-3740f.

Signature, Title of Contractor

Date

Printed

Name of Company

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have read the above State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Contractor Name (Type or Print)

By: _____
Signature

Printed Name

Title

Date

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

State of Kansas
Department of Administration DA-146a
(Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) 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.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

RESOLUTION NO. R-23-40

**A RESOLUTION TO APPROVE TASK ORDER No. 4 WITH
LOCHNER INC.**

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor and the City Clerk be and are hereby authorized to and directed to execute Task order No. 4 with Lochner Inc. for design of the crack seal and repaint of Runway 4-22 in the NTE amount of \$45,000.00

ADOPTED THIS 11th DAY OF July 2023.

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, City Clerk

TASK ORDER NO. 4 AGREEMENT (the "Agreement")

Owner: City of Coffeyville, Kansas

Client: City of Coffeyville, Kansas

Consultant: **H.W. Lochner, Inc. ("Lochner")**

Date: _____

Reference Multiple Year (2021-2025) Master On-Call (MOC) Consulting Services Agreement: **Coffeyville Municipal Airport (CFV) Dated January 26, 2021** .

Task Order No. 4 Project: Rehabilitate and Remark Asphalt Runway 4-22

Lochner and the Client (collectively, the "Parties" and individually, a "Party") agree as follows:

1. Task Order Agreement. This Agreement is a contract between Lochner and the Client for Lochner to perform engineering design services outlining the scope, schedule and fee on the Project. This Task Order assumes the terms and conditions of the above referenced MOC Agreement.

ARTICLE I SCOPE OF SERVICES

WHEREAS, the Owner has agreed to employ the Consultant to provide the engineering services required for performing site investigation, and for preparing designs, construction plans, contract documents/technical specifications, tabulation of construction quantities, engineer's opinion of probable construction cost and project budget. The Consultant shall also assist the Owner with administrative and bidding phase services. The Owner may enter into a separate agreement for the additional services for providing construction administration and construction observation services for the proposed Project upon completion of the Design Phase Services.

All services will be performed in accordance with good engineering practice and applicable published design criteria of the FAA, primarily FAA Advisory Circulars and Central Region Guidance publications.

- AC 150/5300-13B *"Airport Design"*
- AC 150/5340-1M *"Standards for Airport Markings"*
- AC 150/5370-2G *"Operational Safety on Airports During Construction"*
- AC 150/5370-10H *"Standard Specifications for Construction of Airports."*

The following is a detailed description of the specific engineering services that are a duty of this Agreement.

A. BASIC SERVICES

1. Preliminary Phase

- a. Coordination with the Client and KDOT regarding Project scope, schedule, and budget.
- b. Complete Section 163 Analysis with FAA.
- c. Conduct virtual predesign teleconference, prepare minutes, and distribute to attendees.
- d. Conduct site visit to assess condition of existing pavement and determine quantity of pavement repair required.

2. Design Phase – CSPP Report

- a. Prepare Construction Safety and Phasing Plan (CSPP) Report: The CSPP Report will be prepared in accordance with the guidelines included in Chapter 2, “*Construction Safety and Phasing Plans*” and Chapter 3, “*Guidelines for Writing a CSPP*” of Advisory Circular (AC) 150/5370-2G. The CSPP document will also include the Phasing Plans prepared for the Project that are applicable to all phases of construction.
- b. Submit CSPP Report, along with preliminary Construction Plans and Contract Documents/Technical Specifications, to the Client and KDOT for review and comment. PDF copies will be submitted electronically with hard copies provided upon request. (This submittal will be sent with the 90% complete project submittal.)
- c. Finalize CSPP Report with consideration of preliminary review comments and submit Final CSPP Report to the Client and KDOT for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request. Final CSPP Report will be submitted with final Construction Plans and Contract Documents/Technical Specifications.

3. Design Phase – Plans and Specifications

- a. Prepare Construction Plans and Contract Documents/Technical Specifications for the Project.
 - 1) Prepare Construction Plans for the Project. The Construction Plans will generally include the following:
 - Title Sheet
 - General Layout and Notes
 - Construction Safety and Phasing Plan
 - Construction Safety Details
 - Summary of Quantities and Pay Item Notes
 - Pavement Marking Removal Plan
 - Pavement Rehabilitation Plan
 - Pavement Rehabilitation Details
 - Pavement Marking Plan
 - Pavement Marking Details
 - 2) Prepare Contract Documents/Technical Specifications that are in accordance with FAA criteria and satisfy project specific needs. The specifications shall be developed using FAA Advisory Circular 150/5370-10H and “Regional Modifications to Standards”.

- 3) Submit preliminary (90% completion) Construction Plans, Contract Documents/Technical Specifications, updated engineer's opinion of probable construction cost, and Project budget to the Client and KDOT for review and comment. PDF copies will be submitted electronically with hard copies provided upon request.
- 4) Finalize CSPP Report, Construction Plans, and Contract Documents/Technical Specifications with consideration of preliminary review comments.
- 5) Submit Final CSPP Report, Construction Plans and Contract Documents/Technical Specifications to the Client and KDOT for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request.

4. Bidding Phase

- a. Assist the Client with advertisement for bids. The Consultant shall prepare the advertisement and send the "Notice to Bidders" to prospective Contractors. (The Client shall place the advertisement in the appropriate media.)
- b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
- c. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the Bidding Phase.
- d. Attend and conduct a virtual prebid conference.
- e. Prepare and issue addendums during the Bidding Phase as required.
- f. The Consultant will attend the bid opening in Coffeyville, KS and assist the Client with one (1) receipt of bids.
- g. Tabulate and analyze bid results, prepare Project budget, and make recommendation of contract award.

B. SPECIAL SERVICES

1. Administrative Assistance

- a. Prepare and submit FAA Form 7460 for project limits identified in the CSPP.
- b. Assist the Client in preparation of KDOT Design & Construction Grant Application for submittal to KDOT Division of Aviation.

C. CONSTRUCTION SERVICES

1. The Scope of Services required for construction administration, construction observation, and materials acceptance testing for the Project may be by Separate Agreement.

ARTICLE II TIME SCHEDULE

The Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Owner, and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

SCHEDULED PERFORMANCE IN CALENDAR DAYS

A. BASIC SERVICES

1. Preliminary Phase..... As Required
2. Design Phase – CSPP Report
 - b. Submit Preliminary CSPP Report..... 60 Calendar Days After Receipt of NTP
3. Design Phase – Plans and Specifications
 - a.3) Submit Preliminary Plans and Specifications 60 Calendar Days After Receipt of NTP
 - a.5) Submit Final Plans and Specifications 30 Calendar Days After Receipt of Review Comments for Item A.3.a.3)
4. Bidding Phase As Required

B. SPECIAL SERVICES

1. Administrative Assistance..... As Required

C. CONSTRUCTION SERVICES

1. Construction Services..... May be Added by Separate Agreement

The schedule presented above does not include review time by the Client, KDOT or other interested agencies.

ARTICLE III COMPENSATION

The Owner agrees to compensate the Consultant for performing engineering services as described herein on the following basis:

COMPENSATION SCHEDULE

A. BASIC SERVICES

1. Preliminary Phase..... \$5,500.00 Lump Sum
2. Design Phase – CSPP Report \$8,000.00 Lump Sum
3. Design Phase – Plans and Specifications \$21,000.00 Lump Sum
4. Bidding Phase..... \$8,000.00 Lump Sum
- Subtotal Basic Services \$42,500.00 Lump Sum

B. SPECIAL SERVICES

1. Administrative Assistance.....	\$2,500.00 Lump Sum
Subtotal Special Services	\$2,500.00 Lump Sum
Total Basic and Special Services	\$45,000.00 Lump Sum

C. CONSTRUCTION SERVICES

1. Construction Services.....May be Added by Separate Agreement

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Owner.

For Item A. Basic Services, and Item B. Special Services, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Owner a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

H.W. LOCHNER, INC.

CITY OF COFFEYVILLE, KANSAS

By: _____

By:_____

Title: Vice President, Aviation_____

Title:_____

Date: 06/09/2023_____

Date:_____

TASK ORDER NO. 4
DERIVATION OF CONSULTANT PROJECT COSTS

REHABILITATE AND REMARK ASPHALT RUNWAY 4-22

KDOT PROJECT No. AV-2024-01 (DESIGN)

COFFEYVILLE MUNICIPAL AIRPORT (CFV)

COFFEYVILLE, KANSAS

BASIC AND SPECIAL SERVICES

June 9, 2023

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Project Manager	42	\$60.00	\$ 2,520.00
Design Engineer II	35	\$45.00	\$ 1,575.00
Design Engineer I	125	\$38.00	\$ 4,750.00
Technician	84	\$30.00	\$ 2,520.00
Administrative Asst.	141	\$25.00	\$ 3,525.00
Total Direct Salary Costs			= \$ 14,890.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @	158.99%	= \$ 23,673.61
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3. SUBTOTAL:

Items 1 and 2	= \$ 38,563.61
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4. PROFIT:

15% of Item 3 Subtotal	= \$ 5,784.54
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Subtotal of Items 3 and 4	\$ 44,348.15
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5. OUT-OF-POCKET EXPENSES:

a. Mileage	600 miles @ \$0.655/mile = \$ 393.00
b. Meals	2 @ \$59.00/day = \$ 118.00
c. Motel	0 days @ \$98.00/day = \$ -
d. Mailing & Misc. Expenses	= \$ 140.85

Total Out-of-Pocket Expenses =	\$ 651.85
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6. SUBCONTRACT COST:

a. N/A	\$ -
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7. TOTAL FEE:

Items 4, 5 and 6	\$ 45,000.00
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TASK ORDER NO. 4
ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN

REHABILITATE AND REMARK ASPHALT RUNWAY 4-22

COFFEYVILLE MUNICIPAL AIRPORT (CFV)
COFFEYVILLE, KANSAS

June 9, 2023

Classification:		Project Manager	Design Engineer II	Design Engineer I	Technician	Admin. Assistant	Other Costs
Hourly Rate:		\$178.70	\$134.03	\$113.18	\$89.35	\$74.46	
A. BASIC SERVICES							
1. Preliminary Phase:		9	15	4	0	15	(1,2)
Labor Subtotal =	\$ 5,188.35	\$1,608.33	\$2,010.41	\$452.71	\$0.00	\$1,116.89	
Expense Subtotal =	\$ 311.65						\$ 311.65
Subconsultant Subtotal =	\$ -						\$ -
Total Fee =	\$ 5,500.00						
2. Design Phase - CSPP Report:		3	3	22	16	42	(2)
Labor Subtotal =	\$ 7,985.05	\$536.11	\$402.08	\$2,489.93	\$1,429.62	\$3,127.30	
Expense Subtotal =	\$ 14.95						\$ 14.95
Subconsultant Subtotal =	\$ -						\$ -
Total Fee =	\$ 8,000.00						
3. Design Phase - Plans and Specs:		8	11	82	63	42	(2)
Labor Subtotal =	\$ 20,941.02	\$1,429.62	\$1,474.30	\$9,280.65	\$5,629.15	\$3,127.30	
Expense Subtotal =	\$ 58.98						\$ 58.98
Subconsultant Subtotal =	\$ -						\$ -
Total Fee =	\$ 21,000.00						
4. Bidding Phase:		18	2	16	4	28	(1,2)
Labor Subtotal =	\$ 7,737.84	\$3,216.66	\$268.05	\$1,810.86	\$357.41	\$2,084.87	
Expense Subtotal =	\$ 262.16						\$ 262.16
Subconsultant Subtotal =	\$ -						\$ -
Total Fee =	\$ 8,000.00						
PART A SUBTOTAL =	\$ 42,500.00						
B. SPECIAL SERVICES							
1. Administrative Assistance:		4	4	1	1	14	(2)
Labor Subtotal =	\$ 2,495.89	\$714.81	\$536.11	\$113.18	\$89.35	\$1,042.43	
Expense Subtotal =	\$ 4.11						\$ 4.11
Subconsultant Subtotal =	\$ -						\$ -
Total Fee =	\$ 2,500.00						
PART B SUBTOTAL =	\$ 2,500.00						
GRAND TOTAL =	\$ 45,000.00						

- (1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Vendor Services

RESOLUTION NO. R-23-41

**A RESOLUTION TO APPROVE KDOT AGREEMENT FOR
CONSTRUCTION PHASE OF CRACK SEAL AND REPAINT OF RUNWAY 4-22**

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor and the City Clerk be and are hereby authorized to and directed to execute agreement No. 156-23 for the construction phase of the crack seal and remark of Runway 4-22. The grant is for reimbursement for 90% of eligible costs up to \$229,500.00 state funds and \$25,500.00 City funds for a total project cost of \$255,000.00.

ADOPTED THIS 11th DAY OF July 2023.

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, City Clerk

KAIP
AIRPORT PRESERVATION
City of Coffeyville

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and **City of Coffeyville, Kansas** (the “Recipient”), collectively, the “Parties.”

RECITALS:

- A.** The Recipient has applied for, and the Secretary has approved, an Airport Preservation Project to crack seal and remark Runway 4-22 for the Coffeyville Municipal Airport.
- B.** The Secretary has approved the use of Kansas Airport Improvement Program (KAIP) funds from the State’s General Aviation Airport Development Fund for this purpose, limited to the scope of the Project, as further described below.
- C.** The Secretary and the Recipient are empowered by the laws of Kansas to enter into agreements for the construction, planning, and maintenance of the Airport.
- D.** The Secretary and the Recipient desire to enter into this Agreement to participate in the cost of the Project through the use of state and local funds.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I: DEFINITIONS

The capitalized terms below have the following meanings when used in this Agreement:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, both attached and incorporated by reference, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“Airport”** means Coffeyville Municipal Airport, a Public Use General Aviation Airport, located at 2608 N 2nd Industrial St, Coffeyville, Kansas 67337.
- 3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building, or pavement; and/or any drainage, dredging, excavation, grading, or similar work upon real property.
- 4. **“Construction Contingency Items”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, and/or demolishing any structure, building,

or pavement; and/or any drainage, dredging, excavation, grading, or similar work upon real property.

5. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation, and other reengineering activities required during Construction of the Project.

6. **“Consultant”** means any engineering firm or other entity retained to perform consulting or design services for the Project.

7. **“Contractor”** means the entity awarded the Construction contract for the Project, and any subcontractors working for the Contractor or the Recipient with respect to the Project.

8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement and as approved by the FAA.

9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.

10. **“Expiration Date”** means one hundred twenty (120) days after the date the grant offer letter is mailed by the Secretary.

11. **“FAA”** means the Federal Aviation Administration, a federal agency of the United States.

12. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq.*, Hazardous Waste.

13. **“KAIP”** means the Kansas Airport Improvement Program, administered by KDOT’s Division of Aviation.

14. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

15. **“Letting” or “Let”** means the process of receiving bids prior to an award of a Construction contract for any portion of the Project.
16. **“National Plan of Integrated Airport Systems (NPIAS) Airport”** as defined and designated by the FAA; the current list of which may be found at https://www.faa.gov/airports/planning_capacity/npias/current/.
17. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, reasonably determines are not Participating Costs.
18. **“Participating Costs”** means expenditures for items or services for the construction, planning, and maintenance of the Airport which are an integral part of the Project, as reasonably determined by the Secretary.
19. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Recipient.
20. **“Preliminary Engineering” or “PE”** means pre-construction activities including, but not limited to, design work, generally performed by a consulting engineering firm that takes place before Letting.
21. **“Project”** means all phases and aspects of the endeavor that is the subject of this Agreement to be undertaken by the Recipient, being: to crack seal and remark Runway 4-22 for the Coffeyville Municipal Airport in Coffeyville, Kansas.
22. **“Project Limits”** means that area of the Project, including all areas between and within the Right of Way boundaries as shown on the final Design Plans.
23. **“Public Use General Aviation Airport”** means any airport available for use by the general public for the landing and taking off of aircraft but shall not include any airport classified as a primary airport by the Federal Aviation Administration (FAA), as defined in K.S.A. § 75-5061(e) or other applicable statute.
24. **“Recipient”** means City of Coffeyville, Kansas, with its place of business at 102 W. 7th St., Coffeyville, Kansas 67337.
25. **“Right of Way”** means the real property and interests therein necessary for construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the final Design Plans.
26. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.

27. **“Useful Life Period”** means a sufficient period of time, as specifically designated in this Agreement in Article IV to secure the investment of KAIP funds in the Project based on the nature and magnitude of Project costs and generally accepted economic or useful life cycle norms for the type of Construction involved in the Project.

ARTICLE II: FUNDING

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all unforeseeable elements of cost within the defined project scope identified after the Construction phase commences (“Construction Contingency Items”). The Parties agree costs and contributions reflected below are for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	90% of Participating Costs of the Project, not to exceed \$229,500.00.
Recipient	10% of Participating Costs of the Project until Secretary’s funding limit is reached; 100% of Costs of the Project after Secretary’s funding limit is reached; 100% of Costs of Non-Participating Costs.

ARTICLE III: SECRETARY RESPONSIBILITIES

1. **Reimbursement Payments.** The Secretary agrees to make such payment to the Recipient as soon as reasonably possible after the Project is completed and after receipt of proper billing and certification by the Recipient that the Project was constructed within substantial compliance of the approved plans and specifications. The Secretary reserves the right to retain up to five percent (5%) of the Secretary’s maximum participation until the Recipient completes its obligations under this Agreement to the satisfaction of the Secretary.

2. **Verification of Project Start.** The Secretary shall not reimburse the Recipient until the Secretary receives verification from the Recipient that the Project is underway. Verification for the Project may consist of evidence of construction, proof of hiring any Consultant or Contractor for the Project, or other method deemed acceptable by the Secretary’s authorized representative. Failure to submit verification that the Project has been started within two (2) years of the effective date shall result in the Secretary cancelling the Project. Permission to delay the Project start must be approved by the Secretary and evidenced by a supplemental agreement executed by both Parties.

ARTICLE IV: RECIPIENT RESPONSIBILITIES

1. **Accounting.** Upon request by the Secretary, the Recipient will provide the Secretary an accounting of all actual Non-Participating Costs associated with the Project which are paid directly by the Recipient to any party outside of the Secretary and costs incurred by the Recipient not to be

reimbursed by the Secretary. This will enable the Secretary to report all costs of the Project to the legislature.

2. **Audit.** The Recipient will participate and cooperate with the Secretary in an annual audit of the Project. The Recipient shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments that have been made with state funds by the Recipient for items considered Non-Participating Costs, the Recipient shall promptly reimburse the Secretary for such items upon notification by the Secretary.

3. **Conformity with Federal Requirements.** The Recipient shall design, or contract to have designed, the Project in conformity with the current Federal Aviation Administration (FAA) airport design standards and the rules and regulations of the FAA pertaining thereto. The Recipient agrees that all airport planning and environmental activities associated with this grant shall be conducted in accordance with FAA written policy or policies governing the Recipient's airport projects and the sequence thereof, including those that govern projects for a National Plan of Integrated Airport Systems (NPIAS) airport, where applicable.

4. **Consultant Contract Language.** The Recipient shall include language requiring conformity with Article IV, paragraph 3 above, in all contracts between the Recipient and any Consultant with whom the Recipient has contracted to perform services for the Project. In addition, any contract between the Recipient and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, paragraph 3 above. In addition, any contract between the Recipient and any Consultant with whom the Recipient has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

a. **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

b. **Progress Reports.** Language requiring the Consultant to submit to the Recipient (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

c. **Third-Party Beneficiary.** Language making the Secretary a third-party beneficiary in the agreement between the Recipient and the Consultant. Such language shall read:

"Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the Recipient and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the Recipient or both

incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the Recipient from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement."

5. **Design and Specifications.** The Recipient will prepare, or contract to have prepared, Design Plans for the Project, Let the contract, construct the Project in accordance with the final Design Plans, inspect the Construction, and administer both the Project and the payments due the Contractor, including the portion of cost borne by the Secretary. The Recipient shall separate and list apart the Participating Cost bid items from Non-Participating Cost bid items on both the final Design Plans and the bid documents.

6. **Final Acceptance.** The Recipient shall obtain final acceptance and certification of the Project through KDOT's Division of Aviation.

7. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Recipient will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Recipient, the Recipient's employees, agents, subcontractors, or its consultants. The Recipient shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

8. **Hazardous Waste.** The Recipient agrees to the following with regard to Hazardous Waste:

a. **Removal of Hazardous Waste.** The Recipient shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The Recipient shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The Recipient will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency (EPA), State of Kansas environmental laws and regulations, and local agency standards where the Hazardous Waste is located.

b. **Responsibility for Hazardous Waste Remediation Costs.** The Recipient shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

c. **Hazardous Waste Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the

Recipient shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the Recipient in undertaking cleanup or remediation for any Hazardous Waste.

d. No Waiver. By signing this Agreement, the Recipient has not repudiated, abandoned, surrendered, waived, or forfeited its right to bring any action, seek indemnification, or seek any other form of recovery or remedy against any third-party responsible for any Hazardous Waste on any Right of Way within the Project limits. The Recipient reserves the right to bring any action against any third-party for any Hazardous Waste on any Right of Way within the Project limits.

9. Indemnification by Contractors. The Recipient agrees to require any Contractor to indemnify, hold harmless, and save the Secretary and the Recipient from personal injury and property damage claims arising out of the act or omission of any Contractor, any Contractor's agent, subcontractors, or suppliers. If the Secretary or the Recipient defends a third-party's claim against any Contractor, said Contractor shall indemnify the Secretary and the Recipient for damages paid to the third-party and all related expenses either the Secretary or the Recipient or both incur in defending the claim.

10. Inspection of Records. During Project execution, representatives of the Secretary may make periodic inspection of the Project and the records of the Recipient as may be deemed necessary or desirable. The Recipient will direct or cause its Contractor to accomplish any corrective action or work required by the Secretary's representative as necessary to the performance of this Agreement.

11. Legal Authority. By signature on this Agreement, the signatory certifies they have legal and actual authority as representative and agent for the Recipient to enter into this Agreement on its behalf. The Recipient agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

12. Maintenance. When the Project is completed and final acceptance is issued the Recipient will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by KDOT's Division of Aviation of any unsatisfactory maintenance condition, the Recipient will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is completed to the Secretary's satisfaction.

13. Performance Bond. The Recipient has the discretion to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

14. Prevailing Wages. The Recipient will require the Contractor to pay prevailing wages. The Recipient will incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The Recipient can obtain the current wage decision from KDOT's Bureau of Construction and Materials website.

15. **Preventive Maintenance.** The Recipient agrees to implement, or work with the Airport to implement, an airport pavement management program which assures preventive maintenance for construction, reconstruction, replacement, and maintenance for projects which utilize KAIP funds.

16. **Project Administration.** The Recipient shall be responsible for undertaking and completion of the Project. Immediately after the Project is Let, the Recipient shall notify KDOT's Division of Aviation of the Letting date, the total contract amount, and any other requested information related to the Project.

17. **Project Modification.** Any of the following Project changes require the Recipient to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be Let
- b. Project description
- c. Project scope

During Construction, the Recipient shall notify the Secretary of any changes in the plans and specifications, which will require the written approval of the Secretary.

18. **Responsibility for Adequacy of Design.** The Recipient shall be responsible for, and require any Consultant retained by it to be responsible for, the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the Recipient's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, any construction Contractor, the Recipient, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the Recipient.

19. **Submission of Design Plans to Secretary.** If requested, the Recipient will furnish to KDOT's Division of Aviation one (1) set of final Design Plans.

20. **Useful Life.**

a. **Assurance Clause.** At any time that the public is not allowed access to the Airport, the Recipient shall reimburse the Secretary a prorated amount based on a ten (10) year Useful Life of the Project. This assurance clause shall be valid and enforceable for ten (10) years from the date that the final payment is authorized. This provision shall only apply to closure for non-airport purposes.

b. **Useful Life Period.** The Parties agree the Useful Life Period of the Project is ten (10) years, commencing on the date the Secretary gives notice of final acceptance of the Project.

c. Change in Public Use. After the Project is completed and during the entire Useful Life Period, the Airport shall remain open for public use. Any change in the public use of the real property for the Project will require written approval from the Secretary.

d. Recapture of State Investment.

(i) During the first five (5) years of the Useful Life Period, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (b) above, then the Recipient shall pay to the Secretary one hundred percent (100%) of the funds invested in the Project.

(ii) Following the first five (5) years of the Useful Life Period and until the Useful Life Period expires, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (b) above, then the Recipient shall pay to the Secretary as recapture of funds invested in the Project an amount, which will be determined according to the following formula:

$$\frac{\text{Total Amount of State Funds Invested in the Project}}{\text{Entire Useful Life Period for the Project}} \times \frac{\text{Number of Full Years Remaining in the Useful Life Period at the Time of unauthorized change in use}}{\text{}} = \text{Recapture Amount}$$

(iii) Any payments due to the Secretary pursuant to this subparagraph (c) shall be made within ninety (90) days after receipt of billing from the Secretary's Chief of Fiscal Services unless an extension is granted by the Secretary.

21. **Utilities.** The Recipient will move or adjust, or cause to be moved or adjusted, all Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented. The expense of such removal or adjustment shall be borne by the owner or the Recipient.

ARTICLE V: GENERAL PROVISIONS

1. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Recipient and their successors in office.
2. **Certification of Compliance.** The Recipient agrees to certify that it is in compliance with K.S.A. 46-239(c) by signing the Certificate of Compliance Special Attachment, which is attached hereto and made a part of this Agreement.
3. **Certification Regarding No Boycott of Israel.** The Recipient agrees to certify that it is in compliance with K.S.A. §§75-3740e and 3740f, by signing the Certification of Company Not Engaged in a Boycott of Goods or Services from Israel Special Attachment, which is attached to and made a part of this Agreement.
4. **Certification Regarding Sexual Harassment.** The Recipient agrees to comply with Executive Order 18-04 (February 5, 2018), by signing the Policy Regarding Sexual Harassment Special Attachment, which is attached to and made a part of this Agreement.
5. **Civil Rights Act.** The “Special Attachment No. 1, Rev. 01.24.23” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
6. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to the Project.
7. **Contractual Provisions.** The provisions found in “Special Attachment No. 2: Contractual Provisions Attachment (Form DA-146a)”, which is attached hereto, are incorporated into, and made a part of this Agreement.
8. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
9. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not deemed to control or affect the meaning or construction or the provisions herein.
10. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.
11. **No Assignment.** The Recipient shall not transfer or assign all or any rights or obligations existing under this Agreement without the prior written approval of the Secretary.
12. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

13. **Offer Expiration.** The Secretary's offer to fund the Project, subject to the terms of this Agreement, is contingent upon the Recipient executing this Agreement on or before the Expiration Date. In the event the Recipient fails to execute this Agreement on or before the Expiration Date, the Secretary will not be obligated to fund the Project and the Secretary may cancel the Project. If the Recipient wishes to extend the Expiration Date, the Recipient must submit a written extension request to the Secretary at least forty-five (45) days prior to the Expiration Date. After receiving the request, the Secretary may extend the Expiration Date by providing written notice to the Recipient.

14. **Project Limits.** It is mutually agreed the Project will be constructed within the limits of the Airport.

15. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

City of Coffeyville, Kansas

Kansas Department of Transportation

(Signature) (Date)

Calvin E. Reed, P.E. (Date)

Acting Secretary of Transportation

(Print Name)

(Title)

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	7/11/2023	
RESOLUTION OR ORDINANCE NUMBER	R-23-42	
AGENDA TITLE	A RESOLUTION TO AUTHORIZE THE LEASE-PURCHASE FINANCING FOR THE PURPOSE OF FINANCING THE ACQUISITION OF MUNICIPAL GOLF CARTS FOR HILLCREST GOLF COURSE IN A PRINCIPAL AND INTEREST AMOUNT NOT TO EXCEED \$147,840 FROM THE HILLCREST GOLF COURSE FUND.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Mark Hall	
FISCAL INFORMATION	Cost as recommended:	Lease-Purchase of 32 golf carts at \$70 per month per cart for 66 months for a total of \$147,840 or \$2,240 per month for 66 months.
	Budget Line Item:	370-5-000-940/950
	Balance Available	\$147,840 Lease Purchase Proceeds
	New Appropriation Required:	☒ Yes ☐ No
PURPOSE	City staff recommends for City Commission consideration the resolution authorizing lease-purchase financing for the acquisition of 32 Hillcrest Golf Course golf carts to replace the aged and inoperative golf cart fleet.	

BACKGROUND	The Hillcrest Golf Course golf cart fleet has aged over 16 years and dwindled to only 14 working golf carts of an original 32-golf cart fleet. Due to the significant costs of maintenance and removal of inoperative golf carts, the City staff has evaluated different lease and/or purchase options in an effort to control and maintain annual expenses associated with the operation of golf carts. In an effort to increase the efficiency and effectiveness of the Hillcrest Golf Course, City staff is recommending the lease-purchase option to remedy the golf cart situation.
SPECIAL NOTES	
ANALYSIS	Normally, the life of a cart is four to six years, depending on the number of rounds and course conditions. The rotation of golf carts every four to six years allows greater resale or trade-in value to purchase as new fleet of golf carts. Rotation purchase of golf carts offers greater fuel efficiency, lowest carbon emissions, quieter while in motion and golf carts, other motor improvements, and new golf carts are built lighter to help with turf compaction. Three bids were solicited for the lease-purchase of 32 gas operated golf carts, one from Masek Golf Car Co., one from Kansas Golf and Turf, and the third from Clear Creek Golf Car & Utility Vehicles. The Club Car brand from Clear Creek Golf Car & Utility Vehicles was the lowest bid for a 66-month lease-purchase. City staff has reviewed the Club Car brand and are very pleased with their performance and reliability. As stated previously, the Club Car brand offers greater fuel efficiency, lower carbon emissions, quieter while in motion and golf carts, other motor improvements, and are built lighter to help with turf compaction.
PUBLIC INFORMATION PROCESS	None
BOARD OR COMMISSION RECOMMENDATION	None
STAFF RECOMMENDATION	For City Commission consideration, staff recommends adoption of the resolution authorizing lease-purchase financing from De Lage Landen Public Finance LLC, for the acquisition of 32 Hillcrest Golf Course golf carts to replace the aged and inoperative golf cart fleet.

REFERENCE DOCUMENTS ATTACHED	
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RESOLUTION NO. R-23-42

A RESOLUTION TO AUTHORIZE THE LEASE-PURCHASE FINANCING FOR THE PURPOSE OF FINANCING THE ACQUISITION OF MUNICIPAL GOLF CARTS FOR HILLCREST GOLF COURSE IN A PRINCIPAL AND INTEREST AMOUNT NOT TO EXCEED \$147,840 FROM THE HILLCREST GOLF COURSE FUND.

WHEREAS, the City Commission of the City of Coffeyville, Kansas, hereby determines, by virtue of this Resolution, that it is necessary and appropriate to acquire municipal golf carts for the purpose of maintaining the Hillcrest Golf Course golf cart fleet; and

WHEREAS, in order to finance the purchase of Hillcrest Golf Course golf cart fleet, the City of Coffeyville, Kansas, desires to enter into an equipment lease-purchase agreement with De Lage Landen Public Finance LLC; and

WHEREAS, the lease-purchase agreement is specific to the purchase of Hillcrest Golf Course golf cart fleet; and

WHEREAS, the City Commission of the City of Coffeyville, Kansas, has requested the Director of Finance to certify the maximum maturity of the lease-purchase obligation evidenced by the Lease-Purchase agreement, and the Director of Finance has estimated the life of the lease-purchase agreement as sixty-six months and certified the maximum maturity of the lease-purchase obligation to be sixty-six months; and

WHEREAS, the principal amount authorized pursuant to the Lease-Purchase agreement shall not exceed \$147,840.00, which principal amount is not expected to exceed the cost of the Hillcrest Golf Course golf cart fleet.

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

SECTION ONE. The Mayor is hereby authorized to execute on behalf of the City of Coffeyville, Kansas, the Master Lease Agreement with De Lage Landen Public Finance LLC to lease-purchase golf carts for use at the Hillcrest Municipal Golf Course, the provisions of which agreement is as substantially set forth in Exhibit A.

SECTION TWO. The Director of Finance is authorized to pay De Lage Landen Public Finance LLC an amount not to exceed \$26,880.00 per year through the end of Fiscal Year 2028 from Budget Acct. No. 370-5-000-940/950 commencing upon delivery and acceptance of the golf carts described in Section One, above, and pursuant to the provisions of the agreement authorized by Section One.

ADOPTED THIS 11TH DAY OF JULY 2023.

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, City Clerk



Club Car



**CLEAR CREEK GOLF CAR
& UTILITY VEHICLES**



**Clear Creek Golf Car
Proposal For:**

HILLCREST GOLF COURSE





HILLCREST GOLF COURSE

Thank you for the opportunity to be considered as the golf car provider for Hillcrest Golf Course. We very much want to earn your business so we are bringing forth a very aggressive offer. Let's get into it.

Below, are the two types of golf cars you requested a proposal for; a gas car option, and a lithium ion electric car option.

2023 Club Car Tempo EFI Gas Car

We have pretty much immediate availability on these golf cars. If they are not already here, they are coming within a few weeks. The three groups of gas cars that would be options for you are the following color combinations:



Body: Platinum Gray
Seat: Standard Gray



Body: Cashmere
Seat: Premium Camello



Body: Sapphire Blue
Seat: Premium Gray



- Every option presented is scheduled to deliver in the next few weeks, so we can get you the gas golf car options before your season gets busy
- The new EFI Club Car Tempo is extremely *fuel-efficient*, by our estimation, it would be unlikely that you would ever spend more than \$25.00 on gas for any one car during any month of the year.
- We ordered all of these golf cars over a year ago, avoiding multiple price increases that have occurred since then. In doing so, the cost of these golf cars is about \$500.00 less per car that the same golf car would be if we ordered it today.





HILLCREST GOLF COURSE

2023 Club Car Tempo Lithium-Ion Car

We have a few different options on Lithium Ion electric cars, including two orders that are slated to come in June. The two groups of lithium cars in June are the following color combinations:

Body: Platinum Gray
Seat: Premium Gray



Body: Platinum Gray
Seat: Standard Gray



- If lithium is your choice, Club Car offers the best option on the market with a range that is 20% better than our competition, significantly better hill-climbing, more warranty, and much more.
- Gas or electric, Club Car offers some industry exclusives such as a better turning radius, aluminum frame, longer and more comprehensive warranty, and much more





HILLCREST GOLF COURSE

There are three financing options available on both the gas and lithium options presented above: Lease, Purchase, and Lease-Purchase

Option 1—Lease

Gas Cars (Standard Seats) - \$23.00 per month per car for 66 months

Gas Cars (Premium Seats) - \$28.00 per month per car for 66 months

Lithium Ion Cars (Standard Seats) - \$55.00 per month per car for 66 months

Lithium Ion Cars (Premium Seats) - \$60.00 per month per car for 66 months

Option 2—Purchase

Gas Cars (Standard Seats) - \$3,900 per car

Gas Cars (Premium Seats) - \$4,300 per car

Lithium Ion Cars (Standard Seats) - \$5,900 per car

Lithium Ion Cars (Premium Seats) - \$6,300 per car

Option 3—Lease-Purchase

Gas Cars (Standard Seats) - \$70.00 per month per car for 66 months

Gas Cars (Premium Seats) - \$75.00 per month per car for 66 months

Lithium Ion Cars (Standard Seats) - \$108.00 per month per car for 66 months

Lithium Ion Cars (Premium Seats) - \$113.00 per month per car for 66 months

**At the end of the 66 months on the lease-purchase option, Hillcrest Golf Course would own this fleet of cars*

- Hillcrest Golf Course would receive \$2,000 for each 2003 E-Z-GO Golf Car and the prices shown above reflect that.*





HILLCREST GOLF COURSE

Service – What Sets Clear Creek Apart

Club Car offers a superior golf car that is best in class backed by the industry's longest and most comprehensive warranty. To go along with that, Clear Creek offers service and support that is also second-to-none. With eight locations and over 25 mechanics and 11 parts professionals on staff, we have the resources to keep you running and not lose revenue when golf cars are unable to perform. Other Clear Creek exclusives include our annual service school where members of your staff can attend free of charge to learn everything they need to know about trouble-shooting and maintaining your fleet investment.

The team at Clear Creek will always do whatever it takes to make sure that Hillcrest is taken care of. There are a lot of things on the service and support side that we can provide you with that no one else can. When you choose to do business with Clear Creek, you get a partnership with a team of nearly 100 employees dedicated to your success.

This is a great opportunity for Hillcrest Golf Course to upgrade your golf car fleet and at the same time, get better performance, and better service.

We would love to partner with Hillcrest Golf Course, and in closing, we are asking for your business and the opportunity to serve you.



De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

State and Local Government Lease-Purchase Agreement

PHONE: (800) 736-0220
FACSIMILE: (800) 700-4643

LESSEE	Full Legal Name City of Coffeyville	Phone Number		
	DBA Name (if any)	Purchase Order Requisition Number		
	Billing Address PO BOX 1629	City COFFEYVILLE	State KS	Zip 67337

EQUIPMENT INFORMATION	Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule if Necessary)
				SEE ATTACHMENT 2 EQUIPMENT DESCRIPTION
Equipment Location (if not same as above)		City	State	Zip

PAYMENT INFORMATION	Number of Lease Payments 66	Lease Payments: See Lease Payment Schedule Attached as Attachment 1
	Full Lease Term (in Months) 66	Payment Frequency ☒ Monthly ☐ Quarterly ☐ Semiannually ☐ Annually ☐ Other _____
	End of Lease Option: \$1	

BANK QUALIFICATION	By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000.
	☐ Bank Qualification Elected

TERMS & CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment.

1. LEASE. WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. TERM. This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.

3. LATE CHARGES. If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.

4. CONTINUATION OF LEASE TERM. YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. NONAPPROPRIATION. YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peacefully deliver the Equipment to US at the location or locations specified by US.

6. WARRANTIES. WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. DELIVERY AND ACCEPTANCE. YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION

(Terms and Conditions continued on the reverse side of this Lease.)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.	
	The Equipment is:	☒ NEW ☐ USED
	Signature	Date
	Title	
	Print Name	
	Legal Name of Corporation City of Coffeyville	

(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)

LESSOR	Lessor Signature	Date
	Print Name	
	Title	
	For DE LAGE LANDEN PUBLIC FINANCE LLC	
	Lease Number 500-50522471	
	Lease Date JUNE 27 , 2023	
	Vendor I.D. Number 349289-0001	

CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

10. ASSIGNMENT. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

12. LESSEE'S NEGLIGENCE. To the extent permitted by law, and without waiver of any of YOUR sovereign immunity rights, YOU assume all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to YOUR agents or employees or of third parties, and whether such property damage be to YOUR property or the property of others, which is proximately caused by the negligent conduct of YOU, YOUR officers, employees and agents.

13. TAXES. YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence or bodily injury and \$50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US, (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU. YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. "INTENTIONALLY OMITTED"

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including without limitation Sections 103, 141, 148 and 149 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation. YOU acknowledge that these provisions of the Code provide restrictions on the use of the Equipment and the expenditure and investment of money related to this Lease. YOU agree to insure the timely and accurate filing of IRS Form 8038-G or Form 8038-GC, as applicable, as required by the Code, and will fully cooperate with US to insure such timely and accurate filing.

22. BANK QUALIFICATION. If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. CHOICE OF LAW; JURY TRIAL WAIVER. This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN \$1,000.

25. ROLE OF LESSOR. WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

26. ELECTRONIC TRANSACTIONS. WE, in our sole discretion, may permit YOU to electronically copy and/or deliver by telecopier or other electronic means of transmission an executed counterpart of this Lease, and any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith, with the exception of IRS Form 8038-GC or IRS Form 8038-G, as applicable, which YOU must execute using an original, manual signature (not e-Signature). By so copying and/or delivering any such document, YOU hereby represent and agree (a) that such transmission constitutes due delivery of such executed document, (b) that the counterpart of such executed document as printed by the recipient, including YOUR signature thereon, shall be deemed to constitute an original and shall be admissible in any court or other legal proceeding as an original, and (c) to deliver to US, promptly on request, such document bearing YOUR original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing YOUR original "wet ink" signature shall limit or modify the representations and agreements set forth in clauses (a) and (b). This Lease, including any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith, with the exception of IRS Form 8038-GC or IRS Form 8038-G, as applicable, may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of the Lease by YOU when manually countersigned by US or attached to OUR original signature counterpart and/or in OUR possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At OUR option, WE may require a manual signature.

KANSAS ADDENDUM TO STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

(NOT FOR UNIFIED SCHOOL DISTRICTS AND COMMUNITY COLLEGES)

LESSOR: **DE LAGE LANDEN PUBLIC FINANCE LLC**

LESSEE: City of Coffeyville

LEASE NUMBER: 500-50522471

LEASE DATE: JUNE 27, 20 23

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced State and Local Government Lease-Purchase Agreement (together with all Exhibits and Attachments and this Addendum, the "Lease"). Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment. Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Lease and that the following changes and additions shall be made to the Lease:

1. The following **Section 26** is hereby added to the Lease:

26. COMPLIANCE WITH KANSAS LAW. Notwithstanding any other provision of this Lease, YOU shall only be obligated to pay Lease Payments and other payments from funds budgeted and appropriated for that purpose during YOUR then current budget year or, where appropriate, insurance proceeds (including self-insurance reserves if self-insurance is in effect). As required by K.S.A. 10-1116c(d), YOU acknowledge as follows:

- (a) The capital cost that would be required to purchase the Equipment if paid for by cash would be \$ 124596.24.
- (b) The annual average effective interest cost of this Lease is 6.33 % per annum.
- (c) \$ 0.00 is included in Lease Payments (assuming continuation of the Lease Term through the Maximum Lease Term) for service, maintenance, insurance and other charges exclusive of capital cost and interest cost.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Lease will remain in full force and effect and are hereby ratified and confirmed.

LESSEE SIGNATURE	Legal Name of Lessee <u>City of Coffeyville</u>
	Signature _____ Date _____
	Print Name _____
	Title _____ (LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)

LESSOR SIGNATURE	Name of Lessor DE LAGE LANDEN PUBLIC FINANCE LLC
	Lessor Signature _____ Date _____
	Print Name _____
	Title _____
Lease Number <u>500-50522471</u>	

09PFD0C103v2

ATTACHMENT 1

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC LEASE NUMBER: 500-50522471
 LESSEE: City of Coffeyville LEASE DATE: JUNE 27, 20 23

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	0	0	0	124,596.24	-
1	2,240.00	656.54	1,583.46	123,012.78	126,703.16
2	2,240.00	648.19	1,591.81	121,420.97	125,063.60
3	2,240.00	639.81	1,600.19	119,820.78	123,415.40
4	2,240.00	631.38	1,608.62	118,212.16	121,758.52
5	2,240.00	622.90	1,617.10	116,595.06	120,092.91
6	2,240.00	614.38	1,625.62	114,969.44	118,418.52
7	2,240.00	605.81	1,634.19	113,335.25	116,735.31
8	2,240.00	597.20	1,642.80	111,692.45	115,043.22
9	2,240.00	588.54	1,651.46	110,040.99	113,342.22
10	2,240.00	579.84	1,660.16	108,380.83	111,632.25
11	2,240.00	571.09	1,668.91	106,711.92	109,913.28
12	2,240.00	562.30	1,677.70	105,034.22	108,185.25
13	2,240.00	553.46	1,686.54	103,347.68	106,448.11
14	2,240.00	544.57	1,695.43	101,652.25	104,701.82
15	2,240.00	535.64	1,704.36	99,947.89	102,946.33
16	2,240.00	526.66	1,713.34	98,234.55	101,181.59
17	2,240.00	517.63	1,722.37	96,512.18	99,407.55
18	2,240.00	508.55	1,731.45	94,780.73	97,624.15
19	2,240.00	499.43	1,740.57	93,040.16	95,831.36
20	2,240.00	490.26	1,749.74	91,290.42	94,029.13
21	2,240.00	481.04	1,758.96	89,531.46	92,217.40
22	2,240.00	471.77	1,768.23	87,763.23	90,396.13

Sales tax of \$0.00 is included in the financed amount shown above.

The dates, interest rate and resulting payments contained in the above amortization schedule are estimated based on the expected transaction funding timeframe. Lessor will make reasonable efforts to maintain the rate and payments presented herein. However, the rate may need to be adjusted prior to closing due to change in law or market conditions. In the event that market interest rates increase prior to the date of closing, the interest rate will be revised to reflect adjustments to the Lender's actual cost of funds due to financial market and legal changes incurred since the date of this documentation. This revision may result in an increase in the resulting payment amounts. If such revisions are deemed necessary by Lessor (it its sole discretion), it is understood and agreed by Lessee that a revised amortization schedule reflecting these changes will be executed prior to closing.

Lessee Signature: _____ Date: _____
 Print Name: _____ Title: _____

ATTACHMENT 1**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT****Lease Payment Schedule**LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLCLESSEE: City of CoffeyvilleLEASE NUMBER: 500-50522471LEASE DATE: JUNE 27, 20 23

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
23	2,240.00	462.45	1,777.55	85,985.68	88,565.25
24	2,240.00	453.09	1,786.91	84,198.77	86,724.73
25	2,240.00	443.67	1,796.33	82,402.44	84,874.51
26	2,240.00	434.21	1,805.79	80,596.65	83,014.55
27	2,240.00	424.69	1,815.31	78,781.34	81,144.78
28	2,240.00	415.12	1,824.88	76,956.46	79,265.15
29	2,240.00	405.51	1,834.49	75,121.97	77,375.63
30	2,240.00	395.84	1,844.16	73,277.81	75,476.14
31	2,240.00	386.12	1,853.88	71,423.93	73,566.65
32	2,240.00	376.36	1,863.64	69,560.29	71,647.10
33	2,240.00	366.54	1,873.46	67,686.83	69,717.43
34	2,240.00	356.66	1,883.34	65,803.49	67,777.59
35	2,240.00	346.74	1,893.26	63,910.23	65,827.54
36	2,240.00	336.76	1,903.24	62,006.99	63,867.20
37	2,240.00	326.74	1,913.26	60,093.73	61,896.54
38	2,240.00	316.65	1,923.35	58,170.38	59,915.49
39	2,240.00	306.52	1,933.48	56,236.90	57,924.01
40	2,240.00	296.33	1,943.67	54,293.23	55,922.03
41	2,240.00	286.09	1,953.91	52,339.32	53,909.50
42	2,240.00	275.79	1,964.21	50,375.11	51,886.36
43	2,240.00	265.44	1,974.56	48,400.55	49,852.57
44	2,240.00	255.04	1,984.96	46,415.59	47,808.06
45	2,240.00	244.58	1,995.42	44,420.17	45,752.78
46	2,240.00	234.06	2,005.94	42,414.23	43,686.66
47	2,240.00	223.49	2,016.51	40,397.72	41,609.65
48	2,240.00	212.87	2,027.13	38,370.59	39,521.71
49	2,240.00	202.19	2,037.81	36,332.78	37,422.76
50	2,240.00	191.45	2,048.55	34,284.23	35,312.76
51	2,240.00	180.65	2,059.35	32,224.88	33,191.63
52	2,240.00	169.80	2,070.20	30,154.68	31,059.32
53	2,240.00	158.89	2,081.11	28,073.57	28,915.78

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

ATTACHMENT 1

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: City of Coffeyville

LEASE NUMBER: 500-50522471

LEASE DATE: JUNE 27, 20 23

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
54	2,240.00	147.93	2,092.07	25,981.50	26,760.95
55	2,240.00	136.91	2,103.09	23,878.41	24,594.76
56	2,240.00	125.82	2,114.18	21,764.23	22,417.16
57	2,240.00	114.68	2,125.32	19,638.91	20,228.08
58	2,240.00	103.48	2,136.52	17,502.39	18,027.46
59	2,240.00	92.23	2,147.77	15,354.62	15,815.26
60	2,240.00	80.91	2,159.09	13,195.53	13,591.40
61	2,240.00	69.53	2,170.47	11,025.06	11,355.81
62	2,240.00	58.09	2,181.91	8,843.15	9,108.44
63	2,240.00	46.60	2,193.40	6,649.75	6,849.24
64	2,240.00	35.04	2,204.96	4,444.79	4,578.13
65	2,240.00	23.42	2,216.58	2,228.21	2,295.06
66	2,240.00	11.79	2,228.21	0.00	-
TOTALS	147,840.00	23,243.76	124,596.24		-

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

ATTACHMENT 2

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT EQUIPMENT DESCRIPTION

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: City of Coffeyville

LEASE NUMBER: 500-50522471

LEASE DATE: JUNE 27, 20 23

Quantity	Description/Serial No./Model No.	Location
	32- CLUB CAR TEMPO GAS GOLF CAR see spreadsheet with serials	

LESSEE Signature: _____ Date: _____

Print Name: _____ Title: _____

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: State and Local Government Lease Purchase Agreement dated as of JUNE 27, 2023, between
De Lage Landen Public Finance LLC, as Lessor, and City of Coffeyville, as Lessee.

In accordance with the State and Local Government Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 14** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE	Lessee <u>City of Coffeyville</u>
	Signature _____ Date _____
	Print Name _____
	Title _____

07PFDOC055v1

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	July 11, 2023	
RESOLUTION OR ORDINANCE NUMBER		
AGENDA TITLE	Commission consensus to submit Notice of Revenue Neutral Rate Intent to County Clerk.	
REQUESTING DEPARTMENT	Finance Department	
PRESENTER	Stephanie A. Richardson, Director of Finance	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	☐ Yes ☐ No
PURPOSE	To make required notice to the County Clerk of the city's intent to exceed the Revenue Neutral Rate established by SB 13 and HB 2104.	
BACKGROUND	The Kansas Legislature passed SB 13 and the trailer bill, HB 2104, establishing a Revenue Neutral Rate (RNR) for the purpose of increased transparency regarding the amount of property tax levied. This RNR is the rate the taxing entity cannot exceed without holding a hearing and passing a resolution reflecting the intent to do so.	
SPECIAL NOTES	The RNR is defined as the tax rate for the current tax year that would generate the same property tax revenue as levied the previous tax year using the current tax year's total assessed valuation.	

	The process to exceed the RNR is: 1. City must give notice of intent to exceed the RNR, 2. County Clerk provides notice to all taxpayers of the proposed hearings to exceed the RNR, 3. Hold a hearing to exceed the RNR to allow citizens an opportunity to present oral testimony, and 4. Pass a resolution to that effect before the adoption of the budget.
ANALYSIS	The County Clerk's office calculates the City of Coffeyville FY 2024 RNR to be 48.669 mills. It has been our goal to keep the mill levy the same levy as the prior year at 53.129 mills for the last three years. In order to exceed the RNR we must follow the steps outlined above. The first step is providing the notice of intent to the County Clerk. Consensus of the commission will allow staff to provide the required notice of our intent to exceed the RNR to the County Clerk's office by July 20, 2023. The notice also states our public hearings for the FY 2024 budget will be held at our August 22, 2023 commission meeting to allow public input on the proposed budget. This notice sets the maximum mill levy rate we can levy for the FY 2024 budget. If during budget work sessions it is determined something less is needed, we can set the levy at a lower mill levy rate, we just could not exceed the 53.129 mills provided in our notice.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends approval of the Notice of Revenue Neutral Rate Intent to exceed the RNR with a maximum proposed rate of 53.129 mills.
REFERENCE DOCUMENTS ATTACHED	Notice of Revenue Neutral Rate Intent



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

Notice of Revenue Neutral Rate Intent

THE GOVERNING BODY OF THE CITY OF COFFEYVILLE HEREBY NOTIFIES THE MONTGOMERY COUNTY CLERK OF INTENT TO EXCEED THE REVENUE NEUTRAL RATE;

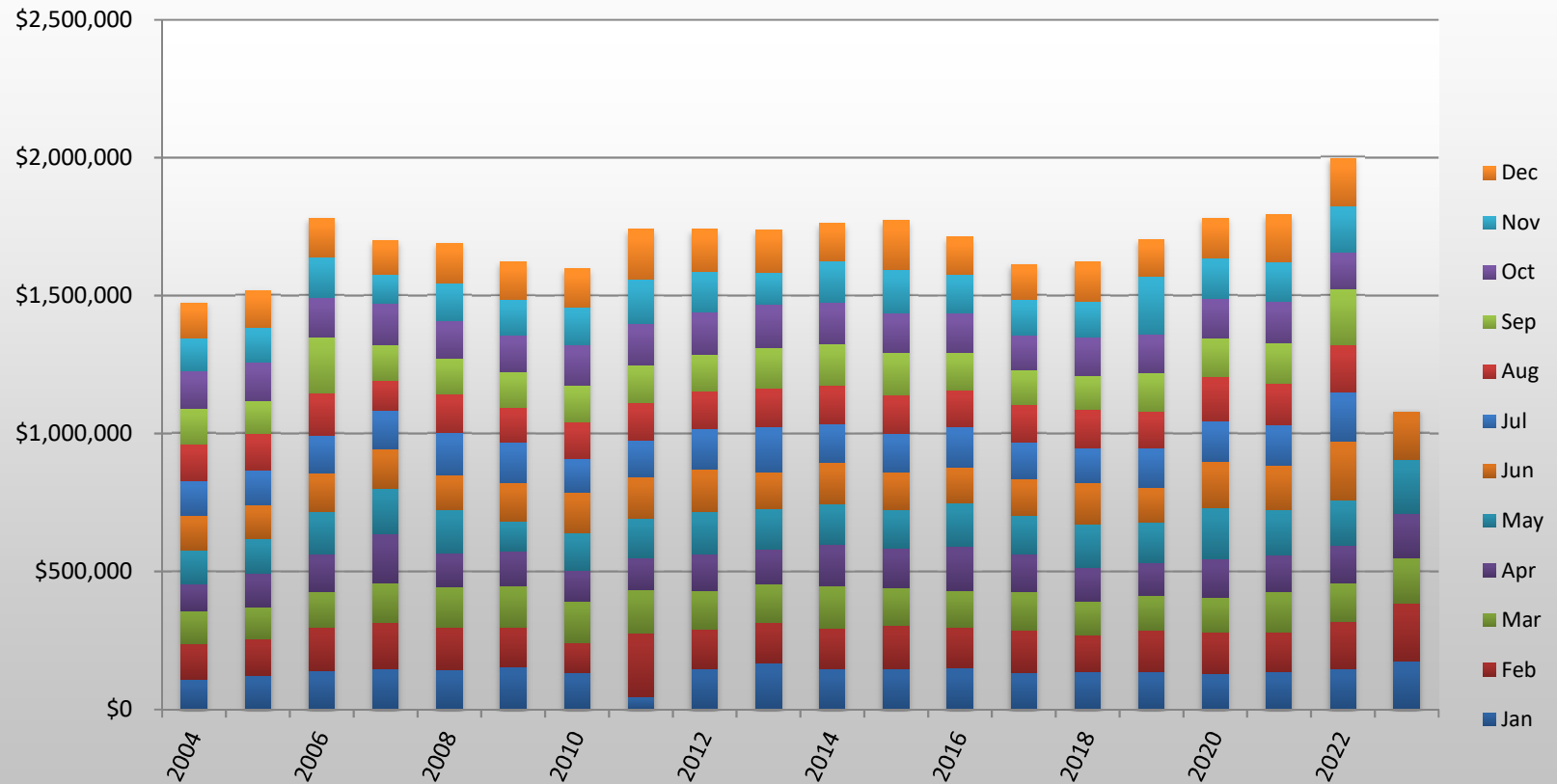
- ☒ Yes, we intend to exceed the Revenue Neutral Rate of 48.669. Our proposed mill levy rate is 53.129. The date of our hearing is August 22, 2023 at 6:30pm and will be held at City Hall, 102 W 7th Street, Coffeyville, Kansas.
- ☐ No, we do not plan to exceed the Revenue Neutral Rate and will submit our budget to the County Clerk on or before August 25, 2023.

WITNESS my hand and official seal on July 11, 2023.

Melissa Carter, City Clerk

(Seal)

City 1 Cent Sales Tax Revenue



2023 LOCAL RETAIL SALES TAX COLLECTION
1 CENT SALES/COMP USE TAX REVENUE COMBINED

<u>TAXING MONTH</u>	<u>COLLECTION MONTH</u>	<u>MONTH RECEIVED</u>	<u>2020 ACTUAL .01 TAX</u>	<u>2021 ACTUAL .01 TAX</u>	<u>2021/2020 PERCENTAGE INC OR DEC .01 TAX</u>	<u>2022 ACTUAL .01 TAX</u>	<u>2022/2021 PERCENTAGE INC OR DEC .01 TAX</u>	<u>2023 ACTUAL .01 TAX</u>	<u>2023/2022 PERCENTAGE INC OR DEC .01 TAX</u>
NOVEMBER	DECEMBER	JANUARY	\$129,478.86	\$136,725.42	5.60%	\$147,506.97	7.89%	\$175,968.68	19.30%
			\$129,478.86	\$136,725.42	5.60%	\$147,506.97	7.89%	\$175,968.68	19.30%
DECEMBER	JANUARY	FEBRUARY	149,748.48	142,796.46	-4.64%	170,426.85	19.35%	211,415.71	24.05%
			\$279,227.34	\$279,521.88	0.11%	\$317,933.82	13.74%	\$387,384.40	21.84%
JANUARY	FEBRUARY	MARCH	126,811.64	148,210.61	16.87%	139,524.88	-5.86%	161,666.77	15.87%
			\$406,038.98	\$427,732.49	5.34%	\$457,458.71	6.95%	\$549,051.16	20.02%
FEBRUARY	MARCH	APRIL	\$138,057.94	\$131,093.37	-5.04%	138,352.90	5.54%	161,819.45	16.96%
			\$544,096.92	\$558,825.86	2.71%	\$595,811.61	6.62%	\$710,870.61	19.31%
MARCH	APRIL	MAY	\$187,126.75	\$164,400.68	-12.14%	163,375.04	-0.62%	196,216.25	20.10%
			\$731,223.67	\$723,226.54	-1.09%	\$759,186.65	4.97%	\$907,086.86	19.48%
APRIL	MAY	JUNE	\$169,394.62	\$161,617.73	-4.59%	214,935.29	32.99%	171,935.96	-20.01%
			\$900,618.29	\$884,844.27	-1.75%	\$974,121.94	10.09%	\$1,079,022.81	10.77%
MAY	JUNE	JULY	\$143,931.92	\$148,162.58	2.94%	175,792.16	18.65%		
			\$1,044,550.20	\$1,033,006.85	-1.11%	\$1,149,914.10	11.32%		
JUNE	JULY	AUGUST	\$161,989.65	\$148,629.71	-8.25%	171,028.69	15.07%		
			\$1,206,539.85	\$1,181,636.57	-2.06%	\$1,320,942.79	11.79%		
JULY	AUGUST	SEPTEMBER	\$139,219.54	\$148,063.75	6.35%	201,970.83	36.41%		
			\$1,345,759.39	\$1,329,700.32	-1.19%	\$1,522,913.62	14.53%		
AUGUST	SEPTEMBER	OCTOBER	\$143,576.03	\$150,613.57	4.90%	133,286.06	-11.50%		
			\$1,489,335.42	\$1,480,313.89	-0.61%	\$1,656,199.69	11.88%		
SEPTEMBER	OCTOBER	NOVEMBER	\$147,038.62	\$141,725.96	-3.61%	167,880.21	18.45%		
			\$1,636,374.04	\$1,622,039.85	-0.88%	\$1,824,079.90	12.46%		
OCTOBER	NOVEMBER	DECEMBER	\$144,568.85	\$172,211.06	19.12%	174,110.77	1.10%		
			\$1,780,942.89	\$1,794,250.91	0.75%	\$1,998,190.67	11.37%		

**2023 LOCAL RETAIL SALES TAX COLLECTION
1 CENT SALES TAX REVENUE**

<u>TAXING MONTH</u>	<u>COLLECTION MONTH</u>	<u>MONTH RECEIVED</u>	<u>2020 ACTUAL .01 TAX</u>	<u>2021 ACTUAL .01 TAX</u>	<u>2021/2020 PERCENTAGE INC OR DEC .01 TAX</u>	<u>2022 ACTUAL .01 TAX</u>	<u>2022/2021 PERCENTAGE INC OR DEC .01 TAX</u>	<u>2023 ACTUAL .01 TAX</u>	<u>2023/2022 PERCENTAGE INC OR DEC .01 TAX</u>
NOVEMBER	DECEMBER	JANUARY	\$108,954.04	\$115,445.61	5.96%	\$118,241.78	2.42%	\$140,310.40	18.66%
			\$108,954.04	\$115,445.61	5.96%	\$118,241.78	2.42%	\$140,310.40	18.66%
DECEMBER	JANUARY	FEBRUARY	\$123,592.36	\$121,040.66	-2.06%	\$138,315.66	14.27%	\$168,665.31	21.94%
			\$232,546.40	\$236,486.27	1.69%	\$256,557.44	8.49%	\$308,975.71	20.43%
JANUARY	FEBRUARY	MARCH	\$107,636.90	\$120,769.78	12.20%	\$114,818.42	-4.93%	\$135,214.15	17.76%
			\$340,183.30	\$357,256.05	5.02%	\$371,375.87	3.95%	\$444,189.86	19.61%
FEBRUARY	MARCH	APRIL	\$115,379.16	\$113,437.35	-1.68%	\$107,049.79	-5.63%	\$130,136.19	21.57%
			\$455,562.46	\$470,693.40	3.32%	\$478,425.65	1.64%	\$574,326.05	20.04%
MARCH	APRIL	MAY	\$157,873.37	\$132,384.05	-16.15%	\$134,608.66	1.68%	\$160,308.71	19.09%
			\$613,435.83	\$603,077.45	-1.69%	\$613,034.31	1.65%	\$734,634.76	19.84%
APRIL	MAY	JUNE	\$145,644.73	\$136,336.73	-6.39%	\$183,279.12	34.43%	\$143,743.12	-21.57%
			\$759,080.56	\$739,414.18	-2.59%	\$796,313.43	7.70%	\$878,377.88	10.31%
MAY	JUNE	JULY	\$126,234.49	\$125,737.71	-0.39%	\$145,258.75	15.53%		
			\$885,315.05	\$865,151.89	-2.28%	\$941,572.18	8.83%		
JUNE	JULY	AUGUST	\$128,162.66	\$117,920.34	-7.99%	\$136,205.10	15.51%		
			\$1,013,477.71	\$983,072.24	-3.00%	\$1,077,777.29	9.63%		
JULY	AUGUST	SEPTEMBER	\$114,552.90	\$121,720.66	6.26%	\$165,153.55	35.68%		
			\$1,128,030.61	\$1,104,792.89	-2.06%	\$1,242,930.84	12.50%		
AUGUST	SEPTEMBER	OCTOBER	\$119,033.30	\$125,739.19	5.63%	\$115,192.01	-8.39%		
			\$1,247,063.91	\$1,230,532.08	-1.33%	\$1,358,122.85	10.37%		
SEPTEMBER	OCTOBER	NOVEMBER	\$119,658.30	\$118,273.53	-1.16%	\$136,349.66	15.28%		
			\$1,366,722.21	\$1,348,805.61	-1.31%	\$1,494,472.51	10.80%		
OCTOBER	NOVEMBER	DECEMBER	\$117,483.82	\$132,495.85	12.78%	\$144,089.84	8.75%		
			\$1,484,206.04	\$1,481,301.46	-0.20%	\$1,638,562.35	10.62%		

**2023 LOCAL RETAIL SALES TAX COLLECTION
1 CENT COMPENSATING USE TAX REVENUE**

<u>TAXING MONTH</u>	<u>COLLECTION MONTH</u>	<u>MONTH RECEIVED</u>	<u>2020 ACTUAL .01 TAX</u>	<u>2021 ACTUAL .01 TAX</u>	<u>2021/2020 PERCENTAGE INC OR DEC .01 TAX</u>	<u>2022 ACTUAL .01 TAX</u>	<u>2022/2021 PERCENTAGE INC OR DEC .01 TAX</u>	<u>2023 ACTUAL .01 TAX</u>	<u>2023/2022 PERCENTAGE INC OR DEC .01 TAX</u>
NOVEMBER	DECEMBER	JANUARY	<u>\$20,524.82</u>	<u>\$21,279.81</u>	<u>3.68%</u>	<u>\$29,265.19</u>	<u>37.53%</u>	<u>\$35,658.28</u>	<u>21.85%</u>
			\$20,524.82	\$21,279.81	3.68%	\$29,265.19	37.53%	\$35,658.28	21.85%
DECEMBER	JANUARY	FEBRUARY	<u>\$26,156.12</u>	<u>\$21,755.80</u>	<u>-16.82%</u>	<u>\$32,111.19</u>	<u>47.60%</u>	<u>\$42,750.41</u>	<u>33.13%</u>
			\$46,680.94	\$43,035.61	-7.81%	\$61,376.38	42.62%	\$78,408.69	27.75%
JANUARY	FEBRUARY	MARCH	<u>\$19,174.74</u>	<u>\$27,440.83</u>	<u>43.11%</u>	<u>\$24,706.46</u>	<u>-9.96%</u>	<u>\$26,452.61</u>	<u>7.07%</u>
			\$65,855.68	\$70,476.44	7.02%	\$86,082.84	22.14%	\$104,861.30	21.81%
FEBRUARY	MARCH	APRIL	<u>\$22,678.78</u>	<u>\$17,656.02</u>	<u>-22.15%</u>	<u>\$31,303.11</u>	<u>77.29%</u>	<u>\$31,683.26</u>	<u>1.21%</u>
			\$88,534.46	\$88,132.46	-0.45%	\$117,385.95	33.19%	\$136,544.56	16.32%
MARCH	APRIL	MAY	<u>\$29,253.38</u>	<u>\$32,016.64</u>	<u>9.45%</u>	<u>\$28,766.38</u>	<u>-10.15%</u>	<u>\$35,907.54</u>	<u>24.82%</u>
			\$117,787.84	\$120,149.09	2.00%	\$146,152.34	21.64%	\$172,452.10	17.99%
APRIL	MAY	JUNE	<u>\$23,749.89</u>	<u>\$25,281.00</u>	<u>6.45%</u>	<u>\$31,656.17</u>	<u>25.22%</u>	<u>\$28,192.84</u>	<u>-10.94%</u>
			\$141,537.73	\$145,430.09	2.75%	\$177,808.51	22.26%	\$200,644.94	12.84%
MAY	JUNE	JULY	<u>\$17,697.43</u>	<u>\$22,424.87</u>	<u>26.71%</u>	<u>\$30,533.41</u>	<u>36.16%</u>		
			\$159,235.16	\$167,854.96	5.41%	\$208,341.92	24.12%		
JUNE	JULY	AUGUST	<u>\$33,826.99</u>	<u>\$30,709.37</u>	<u>-9.22%</u>	<u>\$34,823.59</u>	<u>13.40%</u>		
			\$193,062.14	\$198,564.33	2.85%	\$243,165.51	22.46%		
JULY	AUGUST	SEPTEMBER	<u>\$24,666.64</u>	<u>\$26,343.09</u>	<u>6.80%</u>	<u>\$36,817.28</u>	<u>39.76%</u>		
			\$217,728.78	\$224,907.42	3.30%	\$279,982.78	24.49%		
AUGUST	SEPTEMBER	OCTOBER	<u>\$24,542.72</u>	<u>\$24,874.38</u>	<u>1.35%</u>	<u>\$18,094.06</u>	<u>-27.26%</u>		
			\$242,271.51	\$249,781.80	3.10%	\$298,076.84	19.33%		
SEPTEMBER	OCTOBER	NOVEMBER	<u>\$27,380.32</u>	<u>\$23,452.44</u>	<u>-14.35%</u>	<u>\$31,530.55</u>	<u>34.44%</u>		
			\$269,651.83	\$273,234.24	1.33%	\$329,607.39	20.63%		
OCTOBER	NOVEMBER	DECEMBER	<u>\$27,085.03</u>	<u>\$39,715.21</u>	<u>46.63%</u>	<u>\$30,020.93</u>	<u>-24.41%</u>		
			\$296,736.86	\$312,949.45	5.46%	\$359,628.32	14.92%		

2023 SALES TAX ALLOCATION

	Sales & Use Tax	General Fund (1/2 Cent)	Street (Hwy) Improvement (1/2 Cent)	Street (Non-Hwy) Improvements (1/2 Cent Eff 4/1/10)	Capital Improvements (1/2 Cent)	Community Improvements Sales Tax Fund (1/2 Cent)	CRMC Sales Tax Fund (1/2 Cent)	TOTAL		
Month	Collected	010-4-000-029	520-4-220-195	520-4-220-195	(See Below)	(See Below)	560-4-000-195	COLLECTIONS		
January	\$ 527,906.05	\$ 87,984.34	\$ 87,984.34	\$ 87,984.34	\$ 87,984.34	\$ 87,984.34	\$ 87,984.34	\$	527,906.05	
February	634,247.14	105,707.86	105,707.86	105,707.86	105,707.86	105,707.86	105,707.86		634,247.14	
March	485,000.30	80,833.38	80,833.38	80,833.38	80,833.38	80,833.38	80,833.38		485,000.30	
April	485,458.34	80,909.72	80,909.72	80,909.72	80,909.72	80,909.72	80,909.72		485,458.34	
May	588,648.74	98,108.12	98,108.12	98,108.12	98,108.12	98,108.12	98,108.12		588,648.74	
June	515,807.87	85,967.98	85,967.98	85,967.98	85,967.98	85,967.98	85,967.98		515,807.87	
July	-	-	-	-	-	-	-		-	
August	-	-	-	-	-	-	-		-	
September	-	-	-	-	-	-	-		-	
October	-	-	-	-	-	-	-		-	
November	-	-	-	-	-	-	-		-	
December	-	-	-	-	-	-	-		-	
	\$ 3,237,068.44	\$ 539,511.41	\$ 539,511.41	\$ 539,511.41	\$ 539,511.41	\$ 539,511.41	\$ 539,511.41	\$	3,237,068.44	
Allocation of Capital Improvements Sales Tax Portion						Allocation of Community Improvements Sales Tax Portion				
	Capital Equipment (20%)	Economic Development (10%)	Capital Improv. - Municipal Building Renovation Project	Sales Tax Bond Debt Service	Total Capital Improvements (1/2 Cent)	Housing & Economic Development Sales Tax Fund	Parks & Community Improvement Sales Tax Fund	Downtown Economic Development Sales Tax Fund	Total Community Improvements (1/2 Cent)	
Month	500-4-000-199	180-4-000-195	520-4-350-195	530-4-000-195	(See Above)	620-4-000-195	630-4-000-195	640-4-000-195	(See Above)	
January	\$ 17,596.87	\$ 8,798.43	-	61,589.04	\$ 87,984.34	\$ 35,193.74	\$ 35,193.74	\$ 17,596.87	87,984.34	
February	21,141.57	10,570.79	-	73,995.50	105,707.86	42,283.14	42,283.14	21,141.57	105,707.86	
March	16,166.68	8,083.34	-	56,583.37	80,833.38	32,333.35	32,333.35	16,166.68	80,833.38	
April	16,181.94	8,090.97	-	56,636.81	80,909.72	32,363.89	32,363.89	16,181.94	80,909.72	
May	19,621.62	9,810.81	-	68,675.69	98,108.12	39,243.25	39,243.25	19,621.62	98,108.12	
June	17,193.60	8,596.80	-	60,177.58	85,967.98	34,387.19	34,387.19	17,193.60	85,967.98	
July	-	-	-	-	-	-	-	-	-	
August	-	-	-	-	-	-	-	-	-	
September	-	-	-	-	-	-	-	-	-	
October	-	-	-	-	-	-	-	-	-	
November	-	-	-	-	-	-	-	-	-	
December	-	-	-	-	-	-	-	-	-	
	\$ 107,902.28	\$ 53,951.14	\$ -	\$ 377,657.98	\$ 539,511.41	\$ 215,804.56	\$ 215,804.56	\$ 107,902.28	539,511.41	



COFFEYVILLE POLICE DEPARTMENT



2023 Statistics

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Totals
Total Incidents(PD,FD, EMS, MGSO)	3,224	3,291	3,662	3,682	3,895	3,690							
Total Coffeyville PD Incidents	1,940	1,878	2,003	2,023	2,214	1,992							
Total NG911 Calls to Dispatch	745	728	896	940	1,238	1,058							
Total Telephone Calls To Dispatch	5,621	5,447	6,434	6,537	7,475	7,042							
Traffic Stops	292	406	360	270	245	191							
Total Traffic Citations Issued	210	201	244	139	207	115							
KIBRS Offenses	290	245	223	227	252	272							
Accident - Injury	2	1	2	3	2	3							
Accident - Non Injury	12	9	10	9	6	9							
Cases Assigned to Dets	2	3	2	6	3	5							
Cases Cleared by Dets	2	1	2	2	7	5							
Homicides	0	0	0	0	0	0							
Attempted Homicides	0	0	0	0	0	0							
Robberies	0	0	2	0	0	1							
Rapes	0	0	0	0	0	1							
Other Sex Offenses	2	0	0	0	0	0							
Burglaries	3	3	2	7	3	5							
Vehicle Burglaries	1	1	0	2	1	3							
Batteries	10	12	10	11	13	15							
Domestic Violence/Disturbance	7	3	4	7	7	8							
Arsons	1	0	0	1	0	0							
Assaults	3	0	0	1	2	1							
Thefts	21	13	20	22	34	32							
Stolen Auto	0	0	0	1	1	3							
Narcotics Violations	25	22	26	24	19	24							
DUI	6	3	8	5	5	2							
Animal Calls	150	143	205	148	181	145							
Parking In Yard Complaints	3	3	2	7	4	2							
Parking In Yard Citations	3	3	1	7	4	2							

City of Coffeyville
Hillcrest Golf Course
Monthly Reporting

																									YTD		
	Jan-23	Jan-22	Feb-23	Feb-22	Mar-23	Mar-22	Apr-23	Apr-22	May-23	May-22	Jun-23	Jun-22	Jul-23	Jul-22	Aug-23	Aug-22	Sep-23	Sep-22	Oct-23	Oct-22	Nov-23	Nov-22	Dec-23	Dec-22	2023 Totals	2022 Totals	Increase/ (Decrease)
# of Rounds Played:																											
9-Hole:																											
Annual Pass Hold	235	159	283	175	282	249	366	350	398	258	492	384	354	421	369	333	221	129	2,056	3,402							
Green Fee Rounds	93	75	125	67	184	209	302	305	392	310	406	504	440	501	463	346	124	73	1,502	3,417							
18-Hole:																											
Annual Pass Hold	114	85	130	77	168	175	327	155	278	117	347	184	205	200	191	195	106	50	1,364	1,740							
Green Fee Rounds	67	43	88	45	168	141	321	203	323	292	230	305	346	323	446	260	78	26	1,197	2,510							
Total Rounds Played	509	362	626	364	802	774	1316	1013	1391	977	1475	1377	1347	1445	1469	1134	529	278	6,119	11,069							
# of Annual Passes:																											
Paid in Full	67	54	76	57	82	64	89	68	75	69	81	74	74	74	74	74	74	74	74	74							
Making Payments	4	1	2	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							
Total Annual Passes	71	55	78	60	82	64	89	68	75	69	81	74	74	74	74	74	74	74	74	74							
# of New Annual Passes	15	1	6	6	6	4	5	4	7	1	6	5	0	0	0	0	0	0	0	0							
# 1/2 Cart Rentals	157	95	169	85	298	319	595	440	592	559	564	695	670	641	718	535	164	31									
Range Balls Sold	\$189.00	\$206.00	\$312.00	\$211.00	\$526.00	\$470.00	\$697.50	\$766.00	\$901.00	\$510.00	\$872.00	\$799.00	\$1,005.25	\$848.00	\$844.00	\$572.00	\$106.00	\$53.75									
Cart Sheds:																											
Paid in Full	68	62	70	63	73	66	76	68	70	70	71	71	71	71	71	71	71	71	71	71							
Vacant	45	51	43	50	40	47	37	45	35	43	42	42	42	42	42	42	42	42	42	42							
City used cart shed	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27							
Total Cart Sheds	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140							