COMMISSION MEETING AGENDA
TUESDAY, OCTOBER 10TH, 2023 6:30 P.M.

A. CALL TO ORDER – Mayor Ann Marie Vannoster

B. ROLL CALL

C. INVOCATION – Pastor Shannon Dozier, Lifepoint Church

D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

E. REVIEW OF AGENDA

F. CONSENT AGENDA

1. City Commission Meeting Minutes – Tuesday, September 26th, 2023
2. Letter of support for the County Road 1400 Project being submitted by the Kansas Department of Transportation for the Cost Share Program by the Public Works Department.
3. 2023 Appropriation Ordinance No. AO-23-19 $1,615,938.46

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

J. NEW BUSINESS

1. Discussion and action to make an appointment to the Coffeyville Regional Medical Center Board of Trustees.
2. Resolution R-23-69 a Resolution to adopt a Water Purchase Contract between the City of Coffeyville and the Kansas Water Office for the purpose of supplementing the city's water supply.
3. Resolution R-23-70 a Resolution of intent to adopt a First Amendment to the Neighborhood Revitalization Plan and set a Public Hearing on the proposal.
4. Resolution R-23-71 a Resolution to approve an agreement with the Kansas Department of Transportation for design and repaint of Runway 17-35 at the Coffeyville Municipal Airport.
5. Resolution R-23-72 a Resolution to authorize the use of ARPA funds to purchase technology upgrades for the Coffeyville Police Department.
6. City Manager's Report
7. Comments from Commissioners and Staff

K. EXECUTIVE SESSION(s)

1. Executive Session to discuss personnel matters of nonelected personnel.

L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Hillcrest Golf Course Report – September 2023

M. ADJOURN

COMMISSION MEETING MINUTES
TUESDAY, SEPTEMBER 26TH, 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 PAM JONES
COMMISSIONER DEBORAH MAPLES
COMMISSIONER JASON SWINDELL
COMMISSIONER ANN MARIE VANNOSTER
COMMISSIONER ROBERT YORK

City Staff in attendance:

CITY MANAGER MARK HALL
CITY CLERK MELISSA CARTER
DIRECTOR OF IT CHRIS FELIX
DIRECTOR OF ENGINEERING SERVICES THOMAS OSBORN
SUPERINTENDENT OF ELECTRIC GENERATION TONY LAWSON
DIRECTOR OF WASTEWATER SERVICES SHANE GEORGE
DIRECTOR OF HOUSING CHARLA BROWN

A. CALL TO ORDER – Mayor Ann Marie Vannoster

B. ROLL CALL

C. INVOCATION – Pastor Dick Smith, First Baptist Church

D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

E. REVIEW OF AGENDA

F. CONSENT AGENDA

1. City Commission Meeting Minutes – Tuesday, September 12th, 2023
2. Resolution R-23-64 a Resolution to authorize the Mayor and City Clerk to execute a mortgage release in favor of Vincent Dewayne Parker.
3. 2023 Appropriation Ordinance No. AO-23-18 $5,744,085.41

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

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

4. 2023 Appropriation Ordinance No. AO-23-18A (Isham's) $200.76

MOTION: Move to approve item 4 of the consent agenda as presented.

ACTION: MOTION: YORK SECOND: MAPLES
ROLL CALL: MAPLES – AYE, YORK –AYE, SWINDELL - AYE,
VANNOSTER – ABSTAIN, JONES - AYE

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.

   John Vest, 208 N Elm, came to the podium and stated that he hi here because his last water bill showed that he used 46,000 gallons of water. He said that he has no leaks. Mr. Vest said that he had a high water bill a year ago but that was due to a neighbor stealing his water. The City called him on the 14th a day before his bill was due to let him know about the 46,000 gallons and that an alarm had gone off on the 7th. Mr. Vest said that he was wearing a heart monitor that month so he was not bathing regularly that month. He said there is no way he used that much water and his bill is almost $700. He feels like it is due to the new meters. A meter reader did come back to his house and said it was moving but not much. He asked why he was not contacted when the meter went off on the 7th. Mr. Vest would like to see someone do something about this.

   Justin Martin, 2211 W. 3rd, came to the podium and said that he had spoken with Commissioner York and the other Commissioners should have received Justin Willoughby's proposal to investigate the shell pit and inquired if a decision had been made or where they were with that. Mark Hall replied that they are looking into the safety and legal aspects of it.

   Jim Falkner, 1014 W. 3rd, came to the podium and asked the City Manager if the City has a current Memorandum of Agreement with the railroad concerning how long they can keep tracks blocked. Mr. Hall replied that is dictated by KDOT and it is no longer than 20 minutes. There is a number to call to report if it is longer. We have voiced our opinion with them and we will continue to do that as we can't hold up traffic that long.

REGULAR AGENDA ITEMS

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

I. OLD BUSINESS

1. Second Reading of Ordinance G-23-05 an Ordinance to update certain Electric Rate Schedules and PCA adjustment.

   MOTION: Move to approve Second Reading of Ordinance G-23-05 as presented.

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

J. NEW BUSINESS

1. Resolution R-23-65 a Resolution to authorize Change Order #1 for the structural crack repair on the concrete chimney project.
   Superintendent of Electric Generation Tony Lawson stated while on site completing work on the Chimney project, they observed significant structural cracks and areas of the chimney wall that have shifted out of plane within the upper 6' of the chimney that require more substantial repairs as included in the photographs. Staff recommends the approval and authorization of Change Order #01, to Gerard Chimney in the amount of $7,500.00 for the structural crack repair on the concrete chimney project.

   MOTION: Move to approve Resolutions R-23-65 as presented.

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

2. Resolution R-23-66 a Resolution to authorize a lease-purchase agreement for the purpose of financing a sewer cleaner truck for the Wastewater Department.
   Director of Wastewater Services Shane George stated over the last year the Wastewater Collections and Stormwater Departments has demoed 3 sewer cleaner trucks that meet our needs. We have also acquired 3 price quotes with Key Equipment being the lowest bidder of $414,992.77. It has been past practice for the Wastewater Collections Department to purchase a new sewer cleaner truck every 10 years. The last one was purchased in July of 2011 over 12 years ago. The current truck will get passed to the Stormwater Department to maintain the storm sewers and also be used as a backup for Wastewater collections. The current 1998 sewer truck will be traded in for the new truck. Staff recommends adoption of the resolution authorizing municipal lease/purchase financing through Baker Tilly for the purchase of a 2024 Vactor 2100i from Key equipment in the amount of $414,992.77.

   MOTION: Move to approve Resolutions R-23-66 as presented.

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

3. Resolution R-23-67 a Resolution to authorize Change Order #4 with Tantalus Systems to purchase additional demand meter licenses for single phase electric meters.
   Director of Technology Chris Felix stated this is Change Order #4 for the AMI project through Tantalus. When the bids were approved through Tantalus they thought they had purchased everything needed but noticed we weren't getting demand readings. In talking through this with Tantalus, it turned out that we missed a specific line item to get the licensing for that. This Change Order would solidify getting those. Tantalus has been providing those licenses for us to capture those readings but this will allow us to purchase them. Demand gives us a better overall picture of the electric usage at a residence.

   MOTION: Move to approve Resolutions R-23-67 as presented.

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

4. Resolution R-23-68 a Resolution to authorize purchase of Acronis backup hardware and software for the City of Coffeyville.
   Director of Technology Chris Felix stated that our current backup solution, Unitrends, has been ok for backing up our servers but reached its end of life earlier this year. During this time we have moved to a new server platform. Unitrends does an ok job doing the backups but doesn't capture at the level we would like. We can backup files and settings but we can't take an image of that specific server at any given time. To gain that functionality. Acronis, a part of SCALE, has a backup system that does exactly what we'd like to do. Acronis gives us the ability to take snapshots, instant restores and are back within a couple minutes. As part of this we get ransomware, malware protection. It will notify us of changes and return the file, giving us added protection. This item was budgeted for.

   MOTION: Move to approve Resolutions R-23-68 as presented.

   ACTION: MOTION: MAPLES SECOND: JONES
   ROLL CALL: ALL AYE

5. City Manager's Report
   City Manager Mark Hall stated staff is closing out projects. The walking path and shelters are next on the list for Sycamore Park. It will be done by December 31st, next year's park is North Park. We have received over $60,000 in donations for more park equipment. Decking removal on the downtown awnings went well and the column removal will begin in November. Mr. Hall said that the 7 new houses on Gibson will be completed this year. He stated that there will be an update in the near future on the USDA program and national recognition.

6. Comments from Commissioners and Staff
   City Clerk Melissa Carter stated that Cleanup Coffeyville has been scheduled for the week of October 16th and went through the extended hours the tree dump will be open for residents to dispose of bulk items, what items are accepted and what items are not. A driver's license with a Coffeyville address or City utility bill is required to show. There will be a household hazardous waste drop off and a drug take back day. Mayor Vannoster said that she hoped residents take advantage of this week to get things cleaned out before winter. She said there will be a lot of visitors in town for events and reunions in the next couple months.

K. EXECUTIVE SESSION(s)

1. Executive Session to discuss personnel matters of nonelected personnel.

   MOTION: Move to recess to Executive Session for the purpose of discussing personnel matters of non-elected personnel as permitted by the non-elected personnel matter exception to the Open Meetings Act, as set forth in K.S.A. 75-4319(b)(1), to include the City Commission to reconvene in the Commission Room at 7:40 p.m.

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

L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Building Permit Report – August 2023

M. ADJOURN

MOTION: Move to Adjourn

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

Time the meeting was adjourned: 7:38 pm
Date the minutes were approved:

_____

_____
Melissa Carter, City Clerk

Coffeyville
KANSAS
Our History Fuels Our Future

October 10, 2023

Michelle Needham
Economic Development Programs Manager
Michelle.d.needham@ks.gov

Dear Michelle,

It is our pleasure to write a letter of support for the CR 1400 project being submitted to KDOT for the Cost Share Program by our Public Works Department.

Due to the natural migration of the Verdigris River, this road is in danger of being overtaken by said river. This would cause a large bridge located on that road to become obsolete. It would also cause a significant detour for the residents, area farmers, and the traveling public. Funding from the Cost Share Program would help defray the significant cost of relocating and shoring up this section of county road.

In conclusion, the Coffeyville City Commission fully support the efforts of the Public Works Department in their efforts to pursue external funding for this project. Any program that can help fund these larger projects will be a benefit to the residents of Montgomery County.

Sincerely,

Ann Marie Vannoster
Mayor
City of Coffeyville, Kansas

City of Coffeyville
Department Codings

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

PACKET: 04532 AO 23-19 10.10.23 PAYABL

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID--------			GROSS	P.O. #		
ITEM DATE	BANK CODE	---------DESCRIPTION---------	DISCOUNT	G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-00112 ABE'S LOCK & SAFE MAINTENANCE						
I-09953		REMOVE STUCK KEY	49.28			
9/27/2023	AP	DUE: 9/27/2023 DISC: 9/27/2023		1099: N		
		REMOVE STUCK KEY		800 5-020-478	PROFESSIONAL SERVICES	49.28
		=== VENDOR TOTALS ===	49.28			
01-50105 ACTION COMMUNICATIONS						
I-22059		ADJUST/ALIGN COMPONENTS	376.68			
9/21/2023	AP	DUE: 9/21/2023 DISC: 9/21/2023		1099: N		
		ADJUST/ALIGN COMPONENTS		010 5-041-670	RADIO MAINTENANCE	376.68
I-22060		BATTERY FOR NX-5300/5400	118.30			
9/21/2023	AP	DUE: 9/21/2023 DISC: 9/21/2023		1099: N		
		BATTERY FOR NX-5300/5400		010 5-023-551	RADIO BATTERIES	118.30
		=== VENDOR TOTALS ===	494.98			
01-50187 AIR HYGIENE INTERNATIONAL, INC						
I-15792		ANNUAL RATA TEST - BOILER #4	4,309.30			
9/12/2023	AP	DUE: 9/12/2023 DISC: 9/12/2023		1099: N		
		ANNUAL RATA TEST - BOILER #4		800 5-030-655	INSTRUMENTS	4,309.30
		=== VENDOR TOTALS ===	4,309.30			
01-50300 ALLGEIER, MARTIN & ASSOCIATES,						
I-COFF7019002C-12		PAY #34-AMI DESIGN, CNSTRCTN	940.20			
9/19/2023	AP	DUE: 10/19/2023 DISC: 10/19/2023		1099: N		
		PAY #34-AMI DESIGN, CNSTRCTN		890 5-020-478	PROFESSIONAL SERVICES	470.10
		PAY #34-AMI DESIGN, CNSTRCTN		910 5-652-478	PROFESSIONAL SERVICES	470.10
I-COFF7019002F-01		PAY #35-AMI DESIGN, CNSTRCTN	1,035.00			
9/19/2023	AP	DUE: 10/19/2023 DISC: 10/19/2023		1099: N		
		PAY #35-AMI DESIGN, CNSTRCTN		890 5-020-478	PROFESSIONAL SERVICES	517.50
		PAY #35-AMI DESIGN, CNSTRCTN		910 5-652-478	PROFESSIONAL SERVICES	517.50
I-COFF7022001-12		PAY #12-WTP FACILITY PLAN	14,300.00			
9/19/2023	AP	DUE: 10/19/2023 DISC: 10/19/2023		1099: N		
		PAY #12-WTP FACILITY PLAN		910 5-612-478	PROFESSIONAL SERVICES	14,300.00
		=== VENDOR TOTALS ===	16,275.20			

PACKET: 04532 AO 23-19 10.10.23 PAYABL
VENDOR SET: 01 CITY OF COFFEYVILLE
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID--------			GROSS	P.O. #		
ITEM DATE	BANK CODE	---------DESCRIPTION---------	DISCOUNT	G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-50354 ALPHA TECHNOLOGIES SERVICES, I						
I-88214310		CORDEX RECTIFIER	732.72			
7/13/2023	AP	DUE: 7/13/2023 DISC: 7/13/2023		1099: N		
		CORDEX RECTIFIER		800 5-030-620	EQUIPMENT MAINTENANCE	732.72
		=== VENDOR TOTALS ===	732.72			
01-00117 AMAZON CAPITAL SERVICES, INC.						
I-14V4-7PWW-K7TN		POST-IT NOTES, TAPE DISPENSER	36.84			
9/28/2023	AP	DUE: 9/28/2023 DISC: 9/28/2023		1099: N		
		POST-IT NOTES, TAPE DISPENSERS		010 5-131-550	OFFICE SUPPLIES	36.84
I-1WM9-L4XD-GR4P		RICOH SCANNER-TREASURER	929.00			
9/21/2023	AP	DUE: 9/21/2023 DISC: 9/21/2023		1099: N		
		RICOH SCANNER-TREASURER		500 5-310-845	OFFICE FURNITURE & EQUIP	929.00
I-1YVP-HYXH-9JV1		LENOVO LAPTOP-METER SVCWMN	849.98			
8/28/2023	AP	DUE: 8/28/2023 DISC: 8/28/2023		1099: N		
		LENOVO LAPTOP-METER SVCWMN		900 5-026-845	OFFICE FURNITURE & EQUIP	849.98
		=== VENDOR TOTALS ===	1,815.82			
01-50352 AMERACRANE AND HOIST, LLC						
I-73981		MATERIALS, LABOR-JIB CRANE RP	971.74			
9/28/2023	AP	DUE: 9/28/2023 DISC: 9/28/2023		1099: N		
		MATERIALS, LABOR-JIB CRANE RPR		900 5-037-620	EQUIPMENT MAINTENANCE	971.74
		=== VENDOR TOTALS ===	971.74			
01-50395 AMERICAN FIDELITY ASSURANCE CO						
I-D616465		7/23 T. ADAMSON-JULY 4095749	49.40			
7/31/2023	AP	DUE: 7/31/2023 DISC: 7/31/2023		1099: N		
		7/23 T. ADAMSON-JULY 4095749		350 5-716-310	HEALTH INSURANCE	49.40
		=== VENDOR TOTALS ===	49.40			
01-53542 ANIXTER, INC.						
C-5807028-00		RETURN METER RING X 4000	8,760.00CR			
9/06/2023	AP	DUE: 9/06/2023 DISC: 9/06/2023		1099: N		
		RETURN METER RING X 4000		800 5-020-840	METERS/INSTR/TRANFRMRS	8,760.00CR
I-5701060-00		100 KVA PAD TRANSFORMERS X 4	32,617.86			
9/30/2023	AP	DUE: 9/30/2023 DISC: 9/30/2023		1099: N		
		100 KVA PAD TRANSFORMERS X 4		800 5-020-870	TRANSFORMERS	32,617.86
		=== VENDOR TOTALS ===	23,857.86			

PACKET: 04532 AO 23-19 10.10.23 PAYABL
VENDOR SET: 01 CITY OF COFFEYVILLE
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID--------			GROSS	P.O. #		
ITEM DATE	BANK CODE	---------DESCRIPTION---------	DISCOUNT	G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-50637 ASCENT AVIATION GROUP, INC.						
I-S042772		10/23 AVPOS USER SERVICE FEE	30.00			
10/01/2023	AP	DUE: 10/01/2023 DISC: 10/01/2023		1099: N		
		10/23 AVPOS USER SERVICE FEE		360 5-000-424	CONTRACTUAL AGREEMENTS	30.00
		=== VENDOR TOTALS ===	30.00			
01-50670 ASPLUNDH TREE EXPERT COMPANY						
I-74X05723		TREE TRIMMING THRU 9/9/23	3,268.20			
9/15/2023	AP	DUE: 9/15/2023 DISC: 9/15/2023		1099: N		
		TREE TRIMMING THRU 9/9/23		800 5-020-424	CONTRACTUAL AGREEMENTS	3,268.20
I-75N32623		TREE TRIMMING THRU 9/16/23	5,178.70			
9/22/2023	AP	DUE: 9/22/2023 DISC: 9/22/2023		1099: N		
		TREE TRIMMING THRU 9/16/23		800 5-020-424	CONTRACTUAL AGREEMENTS	5,178.70
I-76F43723		TREE TRIMMING THRU 9/23/23	5,502.80			
9/29/2023	AP	DUE: 9/29/2023 DISC: 9/29/2023		1099: N		
		TREE TRIMMING THRU 9/23/23		800 5-020-424	CONTRACTUAL AGREEMENTS	5,502.80
		=== VENDOR TOTALS ===	13,949.70			
01-58570 ASSESSMENT STRATEGIES, LLC						
I-202310051373		PERSONNEL TESTING	215.00			
10/02/2023	AP	DUE: 11/01/2023 DISC: 11/01/2023		1099: Y		
		PERSONNEL TESTING		010 5-041-478	PROFESSIONAL SERVICES	215.00
I-202310051374		PERSONNEL TESTING X 2	430.00			
10/02/2023	AP	DUE: 11/01/2023 DISC: 11/01/2023		1099: Y		
		PERSONNEL TESTING X 2		010 5-023-478	PROFESSIONAL SERVICES	430.00
		=== VENDOR TOTALS ===	645.00			
01-59760 AT&T						
I-0923316A730726		9/23 CONSOLIDATED E911	592.99			
9/25/2023	AP	DUE: 10/25/2023 DISC: 10/25/2023		1099: N		
		9/23 CONSOLIDATED E911		510 5-000-416	COMMUNICATIONS	592.99
		=== VENDOR TOTALS ===	592.99			

PACKET: 04532 AO 23-19 10.10.23 PAYABL
VENDOR SET: 01 CITY OF COFFEYVILLE
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID--------			GROSS	P.O. #		
ITEM DATE	BANK CODE	---------DESCRIPTION---------	DISCOUNT	G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-03869 ATMOS ENERGY						
I-ATMOS-KS-0010008		8/23 - NEW GEN METERS A & B	35,124.91			
9/19/2023	AP	DUE: 9/19/2023 DISC: 9/19/2023		1099: N		
		8/23 -NEW GEN METERS A & B		800 5-030-535	FUEL-GAS PURCHASE	35,124.91
I-ATMOS-KS-0010044		8/23 - PP EAST, WEST METERS	38,143.59			
9/19/2023	AP	DUE: 9/19/2023 DISC: 9/19/2023		1099: N		
		8/23 - PP EAST, WEST METERS		800 5-030-535	FUEL-GAS PURCHASE	38,143.59
		=== VENDOR TOTALS ===	73,268.50			
01-03870 ATMOS ENERGY						
I-202309291344		CITY FACILITY GAS CHARGES	1,419.37			
9/28/2023	AP	DUE: 10/28/2023 DISC: 10/28/2023		1099: N		
		312 EAST 7TH STREET		800 5-020-494	UTILITIES	104.89
		612 SPRING STREET		800 5-020-494	UTILITIES	70.43
		612 SPRING STREET		800 5-030-494	UTILITIES	105.64
		AIRPORT FBO		360 5-000-494	UTILITIES	92.69
		AIRPORT MAINTENANCE SHOP		360 5-000-494	UTILITIES	79.03
		CEMETERY SHOP		010 5-161-494	UTILITIES	82.98
		HILLCREST GOLF COURSE		370 5-000-494	UTILITIES	82.98
		POLICE IMPOUND		010 5-023-494	UTILITIES	90.31
		N RIVER ROAD - 1/2 PUBLIC SVC		010 5-161-494	UTILITIES	41.49
		N RIVER ROAD - 1/2 WATER		900 5-026-494	UTILITIES	41.49
		PUMP STATION		900 5-036-494	UTILITIES	82.98
		RON STEVENSON BUILDING		010 5-161-494	UTILITIES	86.66
		WALTER JOHNSON PARK RESTRMS		010 5-161-494	UTILITIES	103.13
		WASTEWATER TREATMENT PLANT		900 5-037-494	UTILITIES	213.07
		YOUTH ACTIVITY CENTER		140 5-134-494	UTILITIES	141.60
		=== VENDOR TOTALS ===	1,419.37			
01-03877 AUTO ZONE, INC.						
I-1601171215		2-TON PULLER	34.99			
9/15/2023	AP	DUE: 9/15/2023 DISC: 9/15/2023		1099: N		
		2-TON PULLER		010 5-163-580	TOOLS	34.99
		=== VENDOR TOTALS ===	34.99			
01-02050 BARTLETT COOP ASSOCIATION						
I-181445		PROPANE FOR FORKLIFT	30.28			
9/26/2023	AP	DUE: 10/26/2023 DISC: 10/26/2023		1099: N		
		PROPANE FOR FORKLIFT		800 5-030-525	CHEMICALS/FERTILIZERS/SE	30.28
		=== VENDOR TOTALS ===	30.28			

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01-51010 BAUGHER EQUIPMENT, INC.						
I-0621		FUEL SOLENOID	215.75			
7/24/2023	AP	DUE: 8/23/2023 DISC: 8/23/2023		1099: N		
		FUEL SOLENOID		010 5-163-620	EQUIPMENT MAINTENANCE	215.75
		=== VENDOR TOTALS ===	215.75			
01-56100 BORDER STATES ELECTRIC SUPPLY,						
I-927089791		RISER WIRE X 250'	325.13			
9/27/2023	AP	DUE: 10/27/2023 DISC: 10/27/2023		1099: N		
		RISER WIRE X 250'		800 5-020-815	CONDUCTORS	325.13
		=== VENDOR TOTALS ===	325.13			
01-51307 BRENNTAG SOUTHWEST, INC.						
I-BSW497253		CHLORINE	5,520.00			
10/02/2023	AP	DUE: 11/01/2023 DISC: 11/01/2023		1099: N		
		CHLORINE		900 5-036-525	CHEMICALS/FERTILIZERS/SE	5,520.00
		=== VENDOR TOTALS ===	5,520.00			
01-01250 BROWN SHOE FIT COMPANY OF COFF						
I-759460		UNIFORM SHOES-T. VAN ANNE	140.00			
8/25/2023	AP	DUE: 9/24/2023 DISC: 9/24/2023		1099: N		
		UNIFORM SHOES-T. VAN ANNE		010 5-041-515	CLOTHING	140.00
I-759525		UNIFORM SHOES-C. HORN	160.00			
9/15/2023	AP	DUE: 10/15/2023 DISC: 10/15/2023		1099: N		
		UNIFORM SHOES-C. HORN		010 5-041-515	CLOTHING	160.00
		=== VENDOR TOTALS ===	300.00			
01-00590 CARTER AUTOMOTIVE WAREHOUSE						
I-760469/1		FUEL INJECTOR O-RING	18.47			
9/14/2023	AP	DUE: 10/14/2023 DISC: 10/14/2023		1099: N		
		FUEL INJECTOR O-RING		010 5-025-680	VEHICLE-PARTS	18.47
I-761436/1		EXHAUST FLAP	19.11			
9/18/2023	AP	DUE: 10/18/2023 DISC: 10/18/2023		1099: N		
		EXHAUST FLAP		010 5-091-620	EQUIPMENT MAINTENANCE	19.11
I-761860/1		BATTERY CLAMP	4.53			
9/20/2023	AP	DUE: 10/20/2023 DISC: 10/20/2023		1099: N		
		BATTERY CLAMP		010 5-163-680	VEHICLE-PARTS	4.53

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01-00590 CARTER AUTOMOTIVE WAREHOUSE (** CONTINUED **)						
I-762420/1		ANTIGEL FUEL ADDITIVE	81.44			
9/25/2023	AP	DUE: 10/25/2023 DISC: 10/25/2023		1099: N		
		ANTIGEL FUEL ADDITIVE		900 5-027-545	MOTOR FUELS/LUBRICANTS	81.44
I-762444/1		WASP SPRAY X 2	17.94			
9/25/2023	AP	DUE: 10/25/2023 DISC: 10/25/2023		1099: N		
		WASP SPRAY X 2		900 5-027-520	DEPARTMENT SUPPLIES	17.94
I-762449/1		METAL COOLANT CONNECTOR X 2	41.72			
9/25/2023	AP	DUE: 10/25/2023 DISC: 10/25/2023		1099: N		
		METAL COOLANT CONNECTOR X 2		900 5-037-680	VEHICLE-PARTS	41.72
I-762492/1		PLIERS, HOSE, CLAMP X 4	10.18			
9/25/2023	AP	DUE: 10/25/2023 DISC: 10/25/2023		1099: N		
		PLIERS		900 5-027-580	TOOLS	5.40
		FUEL LINE HOSE, CLAMP X 4		900 5-027-620	EQUIPMENT MAINTENANCE	4.78
I-762563/1		RING TERMINAL	4.38			
9/26/2023	AP	DUE: 10/26/2023 DISC: 10/26/2023		1099: N		
		RING TERMINAL		010 5-163-620	EQUIPMENT MAINTENANCE	4.38
I-762659/1		AIR FILTER FOR GENERATOR	37.45			
9/26/2023	AP	DUE: 10/26/2023 DISC: 10/26/2023		1099: N		
		AIR FILTER FOR GENERATOR		900 5-027-620	EQUIPMENT MAINTENANCE	37.45
I-762745/1		FLASHLIGHT	19.86			
9/27/2023	AP	DUE: 10/27/2023 DISC: 10/27/2023		1099: N		
		FLASHLIGHT		010 5-017-520	DEPARTMENT SUPPLIES	19.86
I-762782/1		BATTERY - SCHOOL ZONE LIGHT	52.90			
9/27/2023	AP	DUE: 10/27/2023 DISC: 10/27/2023		1099: N		
		BATTERY - SCHOOL ZONE LIGHT		800 5-020-673	TRAFFIC SIGNALS	52.90
I-763364/1		DIESEL EXHAUST FLUID	33.92			
9/29/2023	AP	DUE: 10/29/2023 DISC: 10/29/2023		1099: N		
		DIESEL EXHAUST FLUID		800 5-020-545	MOTOR FUELS/LUBRICANTS	33.92
		=== VENDOR TOTALS ===	341.90			
01-01037 CITY OF COFFEYVILLE						
I-202310051375		10/23 NIEL HOTEL ADMIN FEE	234.41			
10/01/2023	AP	DUE: 10/01/2023 DISC: 10/01/2023		1099: N		
		10/23 NIEL HOTEL ADMIN FEE		570 5-000-424	CONTRACTUAL AGREEMENTS	234.41
		=== VENDOR TOTALS ===	234.41			

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01-01042 CITY OF COFFEYVILLE						
I-2023-3		3Q23 PERPETUAL CARE TRANSFER	630.00			
9/30/2023	AP	DUE: 9/30/2023 DISC: 9/30/2023		1099: N		
		3Q23 PERPETUAL CARE TRANSFER		290 0-100	PERPETUAL CARE CASH	630.00
		=== VENDOR TOTALS ===	630.00			
01-00680 CITY TREASURER						
I-202309301345		DENTAL CLAIMS PAID THRU 6/1	1,916.00			
6/01/2023	AP	DRAFT 6/02/2023		1099: N		
		DENTAL CLAIMS PAID THRU 6/1		350 5-716-310	HEALTH INSURANCE	1,916.00
I-202309301346		DENTAL CLAIMS PAID THRU 6/8	2,103.00			
6/08/2023	AP	DRAFT 6/09/2023		1099: N		
		DENTAL CLAIMS PAID THRU 6/8		350 5-716-310	HEALTH INSURANCE	2,103.00
I-202309301348		DENTAL CLAIMS PAID THRU 6/15	721.60			
6/15/2023	AP	DRAFT 6/16/2023		1099: N		
		DENTAL CLAIMS PAID THRU 6/15		350 5-716-310	HEALTH INSURANCE	721.60
I-202309301349		DENTAL CLAIMS PAID THRU 6/22	1,850.00			
6/22/2023	AP	DRAFT 6/23/2023		1099: N		
		DENTAL CLAIMS PAID THRU 6/22		350 5-716-310	HEALTH INSURANCE	1,850.00
I-202309301350		DENTAL CLAIMS PAID THRU 6/29	2,512.80			
6/29/2023	AP	DRAFT 6/30/2023		1099: N		
		DENTAL CLAIMS PAID THRU 6/29		350 5-716-310	HEALTH INSURANCE	2,512.80
I-202309301351		HEALTH CLAIMS PAID THRU 5/30	46,318.77			
5/31/2023	AP	DRAFT 6/06/2023		1099: N		
		HEALTH CLAIMS PAID THRU 5/30		350 5-716-310	HEALTH INSURANCE	46,318.77
I-202309301352		HEALTH CLAIMS PAID THRU 6/5	6,627.27			
6/06/2023	AP	DRAFT 6/13/2023		1099: N		
		HEALTH CLAIMS PAID THRU 6/5		350 5-716-310	HEALTH INSURANCE	6,627.27
I-202309301353		HEALTH CLAIMS PAID THRU 6/12	33,020.48			
6/13/2023	AP	DRAFT 6/20/2023		1099: N		
		HEALTH CLAIMS PAID THRU 6/12		350 5-716-310	HEALTH INSURANCE	33,020.48
I-202309301354		HEALTH CLAIMS PAID THRU 6/19	12,299.06			
6/20/2023	AP	DRAFT 6/27/2023		1099: N		
		HEALTH CLAIMS PAID THRU 6/19		350 5-716-310	HEALTH INSURANCE	12,299.06
I-202309301355		DENTAL CLAIMS PAID THRU 7/6	682.80			
7/06/2023	AP	DRAFT 7/07/2023		1099: N		
		DENTAL CLAIMS PAID THRU 7/6		350 5-716-310	HEALTH INSURANCE	682.80

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01-00680 CITY TREASURER		(** CONTINUED **)					
I-202309301356		DENTAL CLAIMS PAID THRU 7/13		937.20			
7/13/2023	AP	DRAFT	7/14/2023		1099: N		
		DENTAL CLAIMS PAID THRU 7/13			350 5-716-310	HEALTH INSURANCE	937.20
I-202309301357		DENTAL CLAIMS PAID THRU 7/20		1,122.00			
7/20/2023	AP	DRAFT	7/21/2023		1099: N		
		DENTAL CLAIMS PAID THRU 7/20			350 5-716-310	HEALTH INSURANCE	1,122.00
I-202309301358		DENTAL CLAIMS PAID THRU 7/27		1,433.80			
7/27/2023	AP	DRAFT	7/28/2023		1099: N		
		DENTAL CLAIMS PAID THRU 7/27			350 5-716-310	HEALTH INSURANCE	1,433.80
I-202309301359		HEALTH CLAIMS PAID THRU 6/26		21,822.49			
6/27/2023	AP	DRAFT	7/05/2023		1099: N		
		HEALTH CLAIMS PAID THRU 6/26			350 5-716-310	HEALTH INSURANCE	21,822.49
I-202309301360		HEALTH CLAIMS PAID THRU 7/3		6,221.03			
7/04/2023	AP	DRAFT	7/11/2023		1099: N		
		HEALTH CLAIMS PAID THRU 7/3			350 5-716-310	HEALTH INSURANCE	6,221.03
I-202309301361		HEALTH CLAIMS PAID THRU 7/10		44,275.81			
7/11/2023	AP	DRAFT	7/18/2023		1099: N		
		HEALTH CLAIMS PAID THRU 7/10			350 5-716-310	HEALTH INSURANCE	44,275.81
I-202309301362		HEALTH CLAIMS PAID THRU 7/17		28,804.50			
7/18/2023	AP	DRAFT	7/25/2023		1099: N		
		HEALTH CLAIMS PAID THRU 7/17			350 5-716-310	HEALTH INSURANCE	28,804.50
		=== VENDOR TOTALS ===		212,668.61			
01-52050 CJ'S THREADS LLC							
I-22982		T-SHIRT X 2 FOR FIRE STUDENT		26.00			
9/14/2023	AP	DUE: 9/14/2023 DISC: 9/14/2023			1099: N		
		T-SHIRT X 2 FOR FIRE STUDENT			010 5-041-515	CLOTHING	26.00
		=== VENDOR TOTALS ===		26.00			
01-00748 COFFEYVILLE CHURCH OF CHRIST,I							
I-MG0004985		PURCHASE OF 2317 MORGAN AVE		1,000.00			
9/18/2023	AP	DUE: 9/18/2023 DISC: 9/18/2023			1099: N		
		PURCHASE OF 2317 MORGAN AVE			620 5-000-455.01	USDA SECTION 523 HOUSING	1,000.00
		=== VENDOR TOTALS ===		1,000.00			

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01-01000 COFFEYVILLE REGIONAL MEDICAL C						
I-BAA00010355556		INMATE ER SERVICES 23-11253	149.04			
9/09/2023	AP	DUE: 10/09/2023 DISC: 10/09/2023		1099: N		
		INMATE ER SERVICES 23-11253		010 5-023-478	PROFESSIONAL SERVICES	149.04
		=== VENDOR TOTALS ===	149.04			
01-01007 COFFEYVILLE REGIONAL MEDICAL C						
I-1023		10/23 SALES TAX DISTRIBUTION	76,985.81			
10/01/2023	AP	DUE: 10/01/2023 DISC: 10/01/2023		1099: N		
		10/23 SALES TAX DISTRIBUTION		560 5-000-424	CONTRACTUAL AGREEMENTS	76,985.81
		=== VENDOR TOTALS ===	76,985.81			
01-52150 COMPENSATING USE TAX						
I-202310051376		8/23 COMPENSATING USE TAX	110.89			
8/31/2023	AP	DRAFT 9/26/2023		1099: N		
		8/23 COMPENSATING USE TAX		800 5-020-428	CONFERENCES-SCHOOLS	97.82
		8/23 COMPENSATING USE TAX		800 5-030-620	EQUIPMENT MAINTENANCE	4.90
		8/23 COMPENSATING USE TAX		800 5-030-520	DEPARTMENT SUPPLIES	4.50
		8/23 COMPENSATING USE TAX		800 5-020-680	VEHICLE-PARTS	3.67
		=== VENDOR TOTALS ===	110.89			
01-52222 CONRAD FIRE EQUIPMENT, INC.						
I-568655		MILWAUKEE M18 CUTOFF SAW	998.00			
6/20/2023	AP	DUE: 7/20/2023 DISC: 7/20/2023		1099: N		
		MILWAUKEE M18 CUTOFF SAW		500 5-041-850	OTHER EQUIPMENT	998.00
		=== VENDOR TOTALS ===	998.00			
01-52224 CONSOLIDATED FLEET SERVICES, I						
I-2023JS0083		SAFETY TEST 8 UNITS, 209 TOOL	6,466.50			
8/25/2023	AP	DUE: 8/25/2023 DISC: 8/25/2023		1099: N		
		SAFETY TEST 8 UNITS, 209 TOOLS		800 5-020-672	SAFETY EQUIP TESTING	6,466.50
		=== VENDOR TOTALS ===	6,466.50			

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01-52347 CORE & MAIN LP						
C-T632166		CREDIT ON RETURNED TEE X 12	1,500.00CR			
9/22/2023	AP	DUE: 9/22/2023 DISC: 9/22/2023		1099: N		
		CREDIT ON RETURNED TEE X 12		900 5-027-555	PLUMBING SUPPLIES	1,500.00CR
I-T352593		5/8" ANGLE VALVE X 6	451.20			
8/14/2023	AP	DUE: 8/14/2023 DISC: 8/14/2023		1099: N		
		5/8" ANGLE VALVE X 6		900 5-026-840	METERS/INSTR/TRANFRMRS	451.20
I-T649927		REPAIR CLAMPS, COUPLINGS	4,064.38			
10/02/2023	AP	DUE: 10/02/2023 DISC: 10/02/2023		1099: N		
		REPAIR CLAMPS, COUPLINGS		900 5-026-555	PLUMBING SUPPLIES	4,064.38
		=== VENDOR TOTALS ===	3,015.58			
01-01099 COUNTY LINE SALVAGE, INC. DBA						
I-10976		TOW 2003 TRAILBLAZER 23-11533	135.00			
9/18/2023	AP	DUE: 9/18/2023 DISC: 9/18/2023		1099: N		
		TOW 2003 TRAILBLAZER 23-11533		010 5-023-478	PROFESSIONAL SERVICES	135.00
		=== VENDOR TOTALS ===	135.00			
01-51521 CUSTOM PRODUCTS CORPORATION						
I-396523		CPOSTS, BRACKETS, FINIALS	1,358.20			
8/08/2023	AP	DUE: 9/07/2023 DISC: 9/07/2023		1099: N		
		CPOSTS, BRACKETS, FINIALS		630 5-000-842.01	SYCAMORE PARK	1,358.20
		=== VENDOR TOTALS ===	1,358.20			
01-01212 CUT IT OUT TREE TRIMMING & LAW						
I-613105		LOT CLEAN UP-1ST/UNION	220.00			
9/14/2023	AP	DUE: 9/14/2023 DISC: 9/14/2023		1099: Y		
		LOT CLEAN UP-1ST/UNION		700 5-000-424	CONTRACTUAL AGREEMENTS	220.00
		=== VENDOR TOTALS ===	220.00			
01-01175 DIGITAL CONNECTIONS, INC.						
I-61870		GEN #2 MAINT AGREEMENT, COPIE	6.92			
9/26/2023	AP	DUE: 10/26/2023 DISC: 10/26/2023		1099: N		
		GEN #2 MAINT AGREEMENT, COPIES		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	6.92
I-61950		ADMIN, ENGNRNG, CSC, WWTP	338.51			
10/04/2023	AP	DUE: 11/03/2023 DISC: 11/03/2023		1099: N		
		ADMIN MAINT AGREEMENT, COPIES		010 5-131-448	EQUIPMENT-RENTAL/SERVICE	152.97
		CSC MAINT AGREEMENT, COPIES		010 5-017-448	EQUIPMENT-RENTAL/SERVICE	80.02
		ENGNRNG MAINT AGRMNT, COPIES		520 5-350-805	BUILDING	90.91
		WWTP MAINT AGREEMENT, COPIES		900 5-037-448	EQUIPMENT-RENTAL/SERVICE	14.61

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01-01175 DIGITAL CONNECTIONS, INC. (** CONTINUED **)						
		=== VENDOR TOTALS ===	345.43			
01-01220 DOLLAR TIRE STORE						
I-77139		12" REPAIR	10.00			
9/05/2023	AP	DUE: 10/05/2023 DISC: 10/05/2023		1099: N		
		12" REPAIR		010 5-163-575	TIRES & TUBES	10.00
I-77180		CARLISE, STC TIRES	640.00			
9/06/2023	AP	DUE: 10/06/2023 DISC: 10/06/2023		1099: N		
		STC TIRE X 2		370 5-000-575	TIRES & TUBES	150.00
		CARLISLE TURF X 4		370 5-000-575	TIRES & TUBES	440.00
		CARLISLE TURF		370 5-000-575	TIRES & TUBES	50.00
I-77332		18" CHANGE, BALANCE	60.00			
9/13/2023	AP	DUE: 10/13/2023 DISC: 10/13/2023		1099: N		
		18" CHANGE, BALANCE X 2		010 5-023-575	TIRES & TUBES	60.00
I-77400		MX SENSOR	71.18			
9/15/2023	AP	DUE: 10/15/2023 DISC: 10/15/2023		1099: N		
		MX SENSOR		800 5-030-575	TIRES & TUBES	71.18
I-77401		15" REPAIR X 2	39.00			
9/15/2023	AP	DUE: 10/15/2023 DISC: 10/15/2023		1099: N		
		15" REPAIR X 2		370 5-000-575	TIRES & TUBES	39.00
		=== VENDOR TOTALS ===	820.18			
01-53294 ENERSYS						
I-SLS/44068634		ALARM BOARD - B NORTH	698.29			
9/28/2023	AP	DUE: 9/28/2023 DISC: 9/28/2023		1099: N		
		ALARM BOARD - B NORTH		800 5-020-850	OTHER EQUIPMENT	698.29
		=== VENDOR TOTALS ===	698.29			
01-53435 FASTENAL COMPANY						
I-KSCOF112815		DRINK MIX	90.00			
8/17/2023	AP	DUE: 9/16/2023 DISC: 9/16/2023		1099: N		
		DRINK MIX		010 5-163-520	DEPARTMENT SUPPLIES	90.00
I-KSCOF113121		SELF-DRILLING SCREW X 10	0.80			
9/19/2023	AP	DUE: 10/19/2023 DISC: 10/19/2023		1099: N		
		SELF-DRILLING SCREW X 10		010 5-041-520	DEPARTMENT SUPPLIES	0.80

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01-53435 FASTENAL COMPANY		(** CONTINUED **)				
I-KSCOF113122		SELF-DRILLING SCREW X 15	1.35			
9/19/2023	AP	DUE: 10/19/2023 DISC: 10/19/2023		1099: N		
		SELF-DRILLING SCREW X 15		010 5-041-520	DEPARTMENT SUPPLIES	1.35
I-KSCOF113175		FAST WIPE TOWELS X 260	51.13			
9/26/2023	AP	DUE: 10/26/2023 DISC: 10/26/2023		1099: N		
		FAST WIPE TOWELS X 260		010 5-163-520	DEPARTMENT SUPPLIES	51.13
		=== VENDOR TOTALS ===	143.28			
01-53475 FELD FIRE						
I-0427214-IN		SCBA COMPRESSOR TEST, ANALYSI	2,343.90			
8/15/2023	AP	DUE: 8/15/2023 DISC: 8/15/2023		1099: N		
		SCBA COMPRESSOR TEST, ANALYSIS		010 5-041-620	EQUIPMENT MAINTENANCE	2,343.90
		=== VENDOR TOTALS ===	2,343.90			
01-50170 FLEET SERVICES						
I-92338177		9/23 PHILLIPS 66 FLEET FUEL	617.86			
9/30/2023	AP	DUE: 9/30/2023 DISC: 9/30/2023		1099: N		
		9/23 PHILLIPS 66 FLEET FUEL		010 5-023-545	MOTOR FUELS/LUBRICANTS	233.28
		9/23 PHILLIPS 66 FLEET FUEL		010 5-163-545	MOTOR FUELS/LUBRICANTS	223.75
		9/23 PHILLIPS 66 FLEET FUEL		900 5-027-545	MOTOR FUELS/LUBRICANTS	69.66
		9/23 PHILLIPS 66 FLEET FUEL		800 5-040-545	MOTOR FUELS/LUBRICANTS	44.48
		9/23 PHILLIPS 66 FLEET FUEL		010 5-071-545	MOTOR FUELS/LUBRICANTS	46.69
		=== VENDOR TOTALS ===	617.86			
01-01410 FOUR STATE MAINTENANCE SUPPLY,						
I-661494		POP UP WIPES, LINERS	347.37			
9/22/2023	AP	DUE: 10/22/2023 DISC: 10/22/2023		1099: N		
		POP UP WIPES, LINERS		800 5-030-520	DEPARTMENT SUPPLIES	347.37
I-661552		WASP SPRAY, GLASS CLEANER	17.23			
9/25/2023	AP	DUE: 10/25/2023 DISC: 10/25/2023		1099: N		
		WASP SPRAY, GLASS CLEANER		900 5-036-520	DEPARTMENT SUPPLIES	17.23
I-661656		LINERS, LATEX/VINYL GLOVES	72.07			
9/26/2023	AP	DUE: 10/26/2023 DISC: 10/26/2023		1099: N		
		LINERS, LATEX/VINYL GLOVES		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	72.07
I-661718		DUST MOP HANDLE	8.83			
9/27/2023	AP	DUE: 10/27/2023 DISC: 10/27/2023		1099: N		
		DUST MOP HANDLE		010 5-023-520	DEPARTMENT SUPPLIES	8.83

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ITEM DATE	BANK CODE	---------DESCRIPTION---------	DISCOUNT	G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-01410 FOUR STATE MAINTENANCE SUPPLY,(** CONTINUED **)						
I-661822		BOWL CLEANER	35.75			
9/29/2023	AP	DUE: 10/29/2023 DISC: 10/29/2023		1099: N		
		BOWL CLEANER		010 5-163-520	DEPARTMENT SUPPLIES	35.75
		=== VENDOR TOTALS ===	481.25			
01-53800 GALLS, LLC						
I-025796165		BELT, BELT KEEPER X 3-JOHNSON	124.93			
9/27/2023	AP	DUE: 10/27/2023 DISC: 10/27/2023		1099: N		
		BELT, BELT KEEPER X 3-JOHNSON		010 5-023-515	CLOTHING	124.93
		=== VENDOR TOTALS ===	124.93			
01-53916 GERARD CHIMNEY COMPANY						
I-7685A		PAY #2 - COATING, REPAIR STAC	57,550.00			
9/28/2023	AP	DUE: 9/28/2023 DISC: 9/28/2023		1099: N		
		PAY #2 - COATING, REPAIR STACK		810 5-030-610	BUILDING MAINTENANCE	57,550.00
		=== VENDOR TOTALS ===	57,550.00			
01-54011 GRAINGER						
I-9849095774		AIR LINE LUBRICATOR	76.79			
9/25/2023	AP	DUE: 10/25/2023 DISC: 10/25/2023		1099: N		
		AIR LINE LUBRICATOR		800 5-030-620	EQUIPMENT MAINTENANCE	76.79
		=== VENDOR TOTALS ===	76.79			
01-54032 GRAYBAR ELECTRIC COMPANY, INC.						
I-9334106313		WIRE PULLING TAPE X 16 REELS	2,312.94			
9/27/2023	AP	DUE: 9/27/2023 DISC: 9/27/2023		1099: N		
		WIRE PULLING TAPE X 16 REELS		800 5-020-520	DEPARTMENT SUPPLIES	2,312.94
I-9334106314		CONCH WIRE X 3600'	4,073.43			
9/27/2023	AP	DUE: 9/27/2023 DISC: 9/27/2023		1099: N		
		CONCH WIRE X 3600'		800 5-020-815	CONDUCTORS	4,073.43
		=== VENDOR TOTALS ===	6,386.37			

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01-01617 GRUNDY'S AUTOMOTIVE						
I-202309301363		A/C TENSIONER, BELT, LABOR	346.00			
9/26/2023	AP	DUE: 9/26/2023 DISC: 9/26/2023		1099: Y		
		A/C TENSIONER, BELT		900 5-037-680	VEHICLE-PARTS	266.00
		R/R A/C TENSIONER, BELT		900 5-037-690	VEHICLE-LABOR	80.00
I-202309301364		WATER PUMP, BELT, PULLEY, LBR	500.92			
9/27/2023	AP	DUE: 9/27/2023 DISC: 9/27/2023		1099: Y		
		WATER PUMP, BELT, PULLEY		010 5-023-680	VEHICLE-PARTS	300.92
		R/R WATER PUMP, IDLER PULLEY		010 5-023-690	VEHICLE-LABOR	200.00
		=== VENDOR TOTALS ===	846.92			
01-54160 HACH COMPANY						
I-13759371		HANDLING FEE	8.00			
9/29/2023	AP	DUE: 10/29/2023 DISC: 10/29/2023		1099: N		
		HANDLING FEE		800 5-030-525	CHEMICALS/FERTILIZERS/SE	8.00
		=== VENDOR TOTALS ===	8.00			
01-54272 HARRELL'S LLC						
I-INV01804992		WETTING AGENT FOR ALL GREENS	516.00			
9/28/2023	AP	DUE: 9/28/2023 DISC: 9/28/2023		1099: N		
		WETTING AGENT FOR ALL GREENS		370 5-000-525	CHEMICALS/FERTILIZERS/SE	516.00
		=== VENDOR TOTALS ===	516.00			
01-52015 HI-POTENTIAL POWER SERVICES LL						
I-477		PREV MAINT THRU 9/20/23	3,724.70			
9/24/2023	AP	DUE: 9/24/2023 DISC: 9/24/2023		1099: N		
		PREV MAINT THRU 9/20/23		800 5-020-424	CONTRACTUAL AGREEMENTS	3,724.70
I-478		10/23 CONSULTING SERVICES	4,000.00			
10/03/2023	AP	DUE: 10/03/2023 DISC: 10/03/2023		1099: N		
		10/23 CONSULTING SERVICES		800 5-040-478	PROFESSIONAL SERVICES	4,000.00
		=== VENDOR TOTALS ===	7,724.70			
01-01770 HILLCREST GOLF COURSE PETTY CA						
I-1666		15 CASES OF BEER FROM LDF	413.64			
9/26/2023	AP	DUE: 10/26/2023 DISC: 10/26/2023		1099: N		
		15 CASES OF BEER FROM LDF		370 5-000-506	BEER-GOLF COURSE	413.64

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01-01770 HILLCREST GOLF COURSE PETTY CA(** CONTINUED **)						
I-1667		24 CASES OF BEER FROM BEST BV	540.05			
9/27/2023	AP	DUE: 10/27/2023 DISC: 10/27/2023		1099: N		
		24 CASES OF BEER FROM BEST BVG		370 5-000-506	BEER-GOLF COURSE	540.05
I-1668		7 CASES OF BEER FROM BEST BVG	182.60			
10/04/2023	AP	DUE: 11/03/2023 DISC: 11/03/2023		1099: N		
		7 CASES OF BEER FROM BEST BVG		370 5-000-506	BEER-GOLF COURSE	182.60
		=== VENDOR TOTALS ===	1,136.29			
01-54630 HUGO'S INDUSTRIAL SUPPLY, INC.						
I-305784		COURT CLERK STAMP-HAMBLETON	59.50			
9/26/2023	AP	DUE: 10/26/2023 DISC: 10/26/2023		1099: N		
		COURT CLERK STAMP-HAMBLETON		010 5-023-550	OFFICE SUPPLIES	59.50
I-305863		LINERS, M-FOLD TOWELS, TOWELS	224.19			
9/25/2023	AP	DUE: 10/25/2023 DISC: 10/25/2023		1099: N		
		LINERS, M-FOLD TOWELS, TOWELS		800 5-030-520	DEPARTMENT SUPPLIES	224.19
		=== VENDOR TOTALS ===	283.69			
01-01867 HUNTER GLENN						
I-202310051377		WEED LOT MOWING THRU 10/4	780.00			
10/04/2023	AP	DUE: 10/04/2023 DISC: 10/04/2023		1099: Y		
		WEED LOT MOWING THRU 10/4		700 5-000-424	CONTRACTUAL AGREEMENTS	780.00
		=== VENDOR TOTALS ===	780.00			
01-54685 IBT, INC.						
I-8276475		HOSE, CONNECTORS	178.76			
9/19/2023	AP	DUE: 10/19/2023 DISC: 10/19/2023		1099: N		
		HOSE, CONNECTORS		010 5-163-620	EQUIPMENT MAINTENANCE	178.76
I-8279335		BEARING X 2-SOUTH UPFLOW	44.04			
9/25/2023	AP	DUE: 10/25/2023 DISC: 10/25/2023		1099: N		
		BEARING X 2-SOUTH UPFLOW		900 5-036-620	EQUIPMENT MAINTENANCE	44.04
I-8281022		HYDRAULIC HOSES, FITTINGS	90.97			
9/27/2023	AP	DUE: 10/27/2023 DISC: 10/27/2023		1099: N		
		HYDRAULIC HOSES, FITTINGS		370 5-000-620	EQUIPMENT MAINTENANCE	90.97
		=== VENDOR TOTALS ===	313.77			

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01-01566 J. GRAHAM CONSTRUCTION, INC.						
I-1672		MATERIALS-CHURCH BLDG ROOF RP	10,516.46			
10/06/2023	AP	DUE: 10/06/2023 DISC: 10/06/2023		1099: N		
		MATERIALS-CHURCH BLDG ROOF RPR		800 5-030-805	BUILDING	10,516.46
I-1674		MATERIALS-MAIN BLDG ROOF RPR	12,453.43			
10/06/2023	AP	DUE: 10/06/2023 DISC: 10/06/2023		1099: N		
		MATERIALS-MAIN BLDG ROOF RPR		450 5-000-805	BUILDING	12,453.43
I-1675		MATERIALS-PUMP HOUSE ROOF RPR	10,189.30			
10/06/2023	AP	DUE: 10/06/2023 DISC: 10/06/2023		1099: N		
		MATERIALS-PUMP HOUSE ROOF RPR		450 5-000-805	BUILDING	10,189.30
		=== VENDOR TOTALS ===	33,159.19			
01-01642 JON'S TIRE & WHEEL LLC						
I-17474		TIRE REPAIR	16.00			
9/19/2023	AP	DUE: 9/19/2023 DISC: 9/19/2023		1099: Y		
		TIRE REPAIR		010 5-023-575	TIRES & TUBES	16.00
		=== VENDOR TOTALS ===	16.00			
01-55607 KANSAS DEPARTMENT OF HEALTH AN						
I-202309301365		SITE FILE MGMNT, DOC REVIEW	310.48			
9/19/2023	AP	DUE: 9/19/2023 DISC: 9/19/2023		1099: N		
		SITE FILE MGMNT, DOC REVIEW		420 5-010-478	PROFESSIONAL SERVICES	310.48
		=== VENDOR TOTALS ===	310.48			
01-55610 KANSAS DEPARTMENT OF REVENUE						
I-202310051378		8/23 AIRPORT SALES TAX	1,824.50			
8/31/2023	AP	DRAFT 9/26/2023		1099: N		
		8/23 AIRPORT SALES TAX		360 5-000-486	TAXES,LICENSES,PERMITS	1,824.50
I-202310051379		8/23 AQUATIC CENTER SALES TAX	572.85			
8/31/2023	AP	DRAFT 9/26/2023		1099: N		
		8/23 AQUATIC CENTER SALES TAX		450 5-000-486	TAXES,LICENSES,PERMITS	572.85
I-202310051380		8/23 HGC SALES TAX	2,078.11			
8/31/2023	AP	DRAFT 9/26/2023		1099: N		
		8/23 HGC SALES TAX		370 5-000-486	TAXES,LICENSES,PERMITS	2,078.11
		=== VENDOR TOTALS ===	4,475.46			

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01-55620 KANSAS DEPARTMENT OF REVENUE							
I-202309301366		7/23 STATE, CITY TAX		56,638.66			
7/31/2023	AP	DRAFT	8/28/2023		1099: N		
		7/23 STATE TAX			210 5-000-486	TAXES,LICENSES,PERMITS	34,169.15
		7/23 CITY TAX			210 5-000-486	TAXES,LICENSES,PERMITS	22,469.51
I-202309301367		8/23 STATE, CITY TAX		76,325.37			
8/31/2023	AP	DRAFT	9/26/2023		1099: N		
		8/23 STATE TAX			210 5-000-486	TAXES,LICENSES,PERMITS	43,859.16
		8/23 CITY TAX			210 5-000-486	TAXES,LICENSES,PERMITS	32,466.21
		=== VENDOR TOTALS ===		132,964.03			
01-02070 KANSAS LUMBER COMPANY							
C-380498		RETURN ZIP BITS		14.99CR			
8/28/2023	AP	DUE: 8/28/2023 DISC: 8/28/2023			1099: N		
		RETURN ZIP BITS			520 5-350-805	BUILDING	14.99CR
I-380497		ZIP BITS, BEAD		16.79			
8/28/2023	AP	DUE: 9/27/2023 DISC: 9/27/2023			1099: N		
		ZIP BITS, BEAD			520 5-350-805	BUILDING	16.79
I-380504		WHITE WALL ANGLE X 3		46.65			
8/28/2023	AP	DUE: 9/27/2023 DISC: 9/27/2023			1099: N		
		WHITE WALL ANGLE X 3			520 5-350-805	BUILDING	46.65
I-380558		80# CONCRETE MIX X 5		34.22			
8/30/2023	AP	DUE: 9/29/2023 DISC: 9/29/2023			1099: N		
		80# CONCRETE MIX X 5			800 5-020-510	CEMENT & ASPHALT	34.22
I-380826		STAKES, STRIPS, LUMBER-RANGE		711.42			
9/11/2023	AP	DUE: 10/11/2023 DISC: 10/11/2023			1099: N		
		STAKES, STRIPS, LUMBER-RANGE			010 5-023-520	DEPARTMENT SUPPLIES	711.42
I-380898		FORM BOARDS		26.60			
9/13/2023	AP	DUE: 10/13/2023 DISC: 10/13/2023			1099: N		
		FORM BOARDS			900 5-026-520	DEPARTMENT SUPPLIES	26.60
I-380980		SHELF BRACKET X 12		49.80			
9/15/2023	AP	DUE: 10/15/2023 DISC: 10/15/2023			1099: N		
		SHELF BRACKET X 12			010 5-023-520	DEPARTMENT SUPPLIES	49.80
I-381159		FORM BOARD		11.39			
9/22/2023	AP	DUE: 10/22/2023 DISC: 10/22/2023			1099: N		
		FORM BOARD			010 5-163-520	DEPARTMENT SUPPLIES	11.39
		=== VENDOR TOTALS ===		881.88			

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ITEM DATE	BANK CODE	---------DESCRIPTION---------	DISCOUNT	G/L ACCOUNT	------ACCOUNT NAME------		DISTRIBUTION
01-59252 KANSAS SECURED TITLE, INC.							
I-MG0004985		TITLE FEES-2317 MORGAN AVE	1,028.00				
9/18/2023	AP	DUE: 9/18/2023 DISC: 9/18/2023		1099: N			
		TITLE FEES-2317 MORGAN AVE		620 5-000-455.01	USDA SECTION 523 HOUSING		1,028.00
		=== VENDOR TOTALS ===	1,028.00				
01-59960 KANSAS STATE TREASURER							
I-202310061389		9/23 FEES, SURCHARGES	3,061.34				
9/30/2023	AP	DUE: 10/30/2023 DISC: 10/30/2023		1099: N			
		9/23 REINSTATEMENT FEES		010 5-013-460	PAYMENTS TO STATE AGENCY		300.00
		9/23 JUDICIAL BRANCH DOCKET		010 5-013-460	PAYMENTS TO STATE AGENCY		66.00
		9/23 JUDICIAL BRANCH EDUCATION		010 5-013-460	PAYMENTS TO STATE AGENCY		82.20
		9/23 LAW ENFORCEMENT TRAINING		010 5-013-460	PAYMENTS TO STATE AGENCY		1,847.80
		9/23 DUI FINES		010 5-013-460	PAYMENTS TO STATE AGENCY		765.34
		=== VENDOR TOTALS ===	3,061.34				
01-55740 KMGA GAS SUPPLY OPERATING FUND							
I-KMGA-CO-2023-09		9/23 ESTIMATED GAS CHARGES	296,260.72				
10/04/2023	AP	DUE: 11/03/2023 DISC: 11/03/2023		1099: N			
		9/23 ESTIMATED GAS CHARGES		800 5-030-535	FUEL-GAS PURCHASE		296,260.72
		=== VENDOR TOTALS ===	296,260.72				
01-03251 LABETTE COUNTY RWD #6							
I-202310051381		9/23 WATER USAGE-DEWEY PRPRTY	20.00				
9/30/2023	AP	DUE: 10/30/2023 DISC: 10/30/2023		1099: N			
		9/23 WATER USAGE-DEWEY PRPRTY		010 5-131-494	UTILITIES		20.00
		=== VENDOR TOTALS ===	20.00				
01-58942 LABORCHEX, INC.							
I-202310048		BACKGROUND CHECK	99.98				
10/01/2023	AP	DUE: 10/01/2023 DISC: 10/01/2023		1099: N			
		BACKGROUND CHECK		010 5-041-478	PROFESSIONAL SERVICES		99.98
		=== VENDOR TOTALS ===	99.98				

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01-02180 LIBRARY TREASURER						
I-2023-4		4TH TAX DISTRIBUTION	24,722.85			
9/20/2023	AP	DUE: 10/20/2023 DISC: 10/20/2023		1099: N		
		4TH TAX DISTRIBUTION		020 5-000-412	BUDGETED PAYMENTS	24,722.85
		=== VENDOR TOTALS ===	24,722.85			
01-51350 LOCHNER						
I-TO0418476-2		PAY #2-REHAB RUNWAY 4-22	16,150.00			
8/30/2023	AP	DUE: 9/29/2023 DISC: 9/29/2023		1099: N		
		PAY #2-REHAB RUNWAY 4-22		340 5-000-478	PROFESSIONAL SERVICES	16,150.00
		=== VENDOR TOTALS ===	16,150.00			
01-02220 LOGAN & COMPANY, INC.						
I-2023236		CHANGE OUT 1" VALVE	2,494.80			
9/21/2023	AP	DUE: 10/21/2023 DISC: 10/21/2023		1099: N		
		CHANGE OUT 1" VALVE		800 5-030-620	EQUIPMENT MAINTENANCE	2,494.80
I-2023237		FABRICATE, INSTALL PATCH PLAT	2,438.10			
9/21/2023	AP	DUE: 10/21/2023 DISC: 10/21/2023		1099: N		
		FABRICATE, INSTALL PATCH PLATE		800 5-030-620	EQUIPMENT MAINTENANCE	2,438.10
I-2023238		PATCH BOILER FLOOR	6,516.31			
9/21/2023	AP	DUE: 10/21/2023 DISC: 10/21/2023		1099: N		
		PATCH BOILER FLOOR		800 5-030-620	EQUIPMENT MAINTENANCE	6,516.31
		=== VENDOR TOTALS ===	11,449.21			
01-56877 MERIDIAN ANALYTICAL LABS LLC						
I-W3002961		MONTHLY DISCHARGE ANALYSIS	70.00			
9/21/2023	AP	DUE: 9/21/2023 DISC: 9/21/2023		1099: N		
		MONTHLY DISCHARGE ANALYSIS		900 5-036-478	PROFESSIONAL SERVICES	70.00
		=== VENDOR TOTALS ===	70.00			
01-56878 MERITAIN HEALTH						
I-202310051382		10/23 HEALTH, LIFE PREMIUMS	39,286.91			
9/30/2023	AP	DUE: 9/30/2023 DISC: 9/30/2023		1099: N		
		10/23 HEALTH PREMIUMS		350 5-716-310	HEALTH INSURANCE	39,001.35
		10/23 LIFE PREMIUMS		350 5-718-310	LIFE INSURANCE	285.56
		=== VENDOR TOTALS ===	39,286.91			

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01-56909 METRO COURIER, INC.						
I-39602		LAB TEST TO KDHE	22.80			
9/15/2023	AP	DUE: 9/15/2023 DISC: 9/15/2023		1099: N		
		LAB TEST TO KDHE		900 5-036-550	OFFICE SUPPLIES	22.80
I-39851		LAB TEST TO KDHE	19.49			
9/30/2023	AP	DUE: 9/30/2023 DISC: 9/30/2023		1099: N		
		LAB TEST TO KDHE		900 5-036-550	OFFICE SUPPLIES	19.49
		=== VENDOR TOTALS ===	42.29			
01-57073 MIDWEST ELECTRIC TRANSFORMERS						
I-62263		REPAIR TRANSFORMERS X 13	19,702.50			
9/22/2023	AP	DUE: 9/22/2023 DISC: 9/22/2023		1099: N		
		REPAIR TRANSFORMERS X 13		800 5-020-870	TRANSFORMERS	19,702.50
		=== VENDOR TOTALS ===	19,702.50			
01-57100 MIDWEST MINERALS, LLC						
I-675542		16.57 TON OF AB-3	185.58			
8/21/2023	AP	DUE: 9/20/2023 DISC: 9/20/2023		1099: N		
		16.57 TON OF AB-3		010 5-163-565	ROCK-SAND-DIRT	185.58
I-680511		7.09 TON OF AB-1	79.41			
9/14/2023	AP	DUE: 10/14/2023 DISC: 10/14/2023		1099: N		
		7.09 TON OF AB-1		900 5-027-565	ROCK-SAND-DIRT	79.41
I-680825		6.30 TON OF RIP RAP	184.28			
9/15/2023	AP	DUE: 10/15/2023 DISC: 10/15/2023		1099: N		
		6.30 TON OF RIP RAP		760 5-000-565	ROCK-SAND-DIRT	184.28
I-681697		5.97 TON OF D-50	117.91			
9/20/2023	AP	DUE: 10/20/2023 DISC: 10/20/2023		1099: N		
		5.97 TON OF D-50		760 5-000-565	ROCK-SAND-DIRT	117.91
I-681993		28.42 TON OF AB-3	318.30			
9/21/2023	AP	DUE: 10/21/2023 DISC: 10/21/2023		1099: N		
		28.42 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	318.30
I-681994		28.34 TON OF AB-3	317.41			
9/21/2023	AP	DUE: 10/21/2023 DISC: 10/21/2023		1099: N		
		28.34 TON OF AB-3 - 1/3RD		900 5-026-565	ROCK-SAND-DIRT	105.81
		28.34 TON OF AB-3 - 1/3RD		900 5-027-565	ROCK-SAND-DIRT	105.80
		28.34 TON OF AB-3 - 1/3RD		010 5-163-565	ROCK-SAND-DIRT	105.80

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01-57100 MIDWEST MINERALS, LLC		(** CONTINUED **)				
I-682278		14.98 TON OF AB-3	167.78			
9/22/2023	AP	DUE: 10/22/2023 DISC: 10/22/2023		1099: N		
		14.98 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	167.78
I-683198		11.66 TON OF AB-3	130.59			
9/27/2023	AP	DUE: 10/27/2023 DISC: 10/27/2023		1099: N		
		11.66 TON OF AB-3		010 5-163-565	ROCK-SAND-DIRT	130.59
I-683199		12.07 TON OF AB-3	135.18			
9/27/2023	AP	DUE: 10/27/2023 DISC: 10/27/2023		1099: N		
		12.07 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	135.18
I-683200		9.87 TON OF AB-3	130.09			
9/27/2023	AP	DUE: 10/27/2023 DISC: 10/27/2023		1099: N		
		9.87 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	130.09
I-684038		14.69 TON OF AB-3	164.53			
9/29/2023	AP	DUE: 10/29/2023 DISC: 10/29/2023		1099: N		
		14.69 TON OF AB-3		010 5-163-565	ROCK-SAND-DIRT	164.53
		=== VENDOR TOTALS ===	1,931.06			
01-02606 MTB LAWN & GARDEN SERVICE						
I-202309301368		ELMWOOD MOWING THRU 9/27	695.00			
9/27/2023	AP	DUE: 9/27/2023 DISC: 9/27/2023		1099: Y		
		ELMWOOD MOWING THRU 9/27		010 5-163-478	PROFESSIONAL SERVICES	695.00
I-202309301369		AIRPORT MOWING THRU 9/27	495.00			
9/27/2023	AP	DUE: 9/27/2023 DISC: 9/27/2023		1099: Y		
		AIRPORT MOWING THRU 9/27		360 5-000-478	PROFESSIONAL SERVICES	495.00
I-202310051383		ELMWOOD MOWING THRU 10/4	1,095.00			
10/04/2023	AP	DUE: 10/04/2023 DISC: 10/04/2023		1099: Y		
		ELMWOOD MOWING THRU 10/4		010 5-163-478	PROFESSIONAL SERVICES	1,095.00
		=== VENDOR TOTALS ===	2,285.00			
01-57482 MYGOV, LLC						
I-8572		10/23 SOFTWARE SUPPORT	680.00			
10/01/2023	AP	DUE: 10/01/2023 DISC: 10/01/2023		1099: N		
		10/23 SOFTWARE SUPPORT		010 5-045-424	CONTRACTUAL AGREEMENTS	340.00
		10/23 SOFTWARE SUPPORT		010 5-071-424	CONTRACTUAL AGREEMENTS	340.00
		=== VENDOR TOTALS ===	680.00			

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01-57757 NEWEGG, INC.						
I-1304669718		TOWER FOR WWTP CAMERAS	459.99			
10/01/2023	AP	DUE: 10/01/2023 DISC: 10/01/2023		1099: N		
		TOWER FOR WWTP CAMERAS		500 5-310-845	OFFICE FURNITURE & EQUIP	459.99
I-1304669728		16GB MEMORY-WWTP TOWER	33.74			
10/02/2023	AP	DUE: 10/02/2023 DISC: 10/02/2023		1099: N		
		16GB MEMORY-WWTP TOWER		500 5-310-845	OFFICE FURNITURE & EQUIP	33.74
		=== VENDOR TOTALS ===	493.73			
01-57502 NIEL HOTELS LLC						
I-202310051384		10/23 CID SALES TAX	4,453.85			
10/01/2023	AP	DUE: 10/01/2023 DISC: 10/01/2023		1099: N		
		10/23 CID SALES TAX		570 5-000-424	CONTRACTUAL AGREEMENTS	4,453.85
		=== VENDOR TOTALS ===	4,453.85			
01-02720 O'REILLY AUTOMOTIVE, INC.						
C-0144-145493		RETURN POWER STEERING WASHERS	7.21CR			
8/30/2023	AP	DUE: 8/30/2023 DISC: 8/30/2023		1099: N		
		RETURN POWER STEERING WASHERS		800 5-020-680	VEHICLE-PARTS	7.21CR
C-0144-148393		ENGINE BLOCK CORE RETURN	460.00CR			
9/18/2023	AP	DUE: 9/18/2023 DISC: 9/18/2023		1099: N		
		ENGINE BLOCK CORE RETURN		420 5-525-680	VEHICLE-PARTS	460.00CR
C-0144-148861		RETURN COOLANT HOSE	51.12CR			
9/20/2023	AP	DUE: 9/20/2023 DISC: 9/20/2023		1099: N		
		RETURN COOLANT HOSE		010 5-025-680	VEHICLE-PARTS	51.12CR
C-0144-148974		RETURN OIL ADAPTER GASKET	3.83CR			
9/13/2023	AP	DUE: 9/13/2023 DISC: 9/13/2023		1099: N		
		RETURN OIL ADAPTER GASKET		010 5-025-680	VEHICLE-PARTS	3.83CR
C-0144-149488		TURBO CORE CREDIT	270.00CR			
9/13/2023	AP	DUE: 9/13/2023 DISC: 9/13/2023		1099: N		
		TURBO CORE CREDIT		760 5-000-680	VEHICLE-PARTS	270.00CR
I-0144-146394		OIL FILTER X 2	13.22			
9/05/2023	AP	DUE: 10/05/2023 DISC: 10/05/2023		1099: N		
		OIL FILTER X 2		010 5-023-680	VEHICLE-PARTS	13.22
I-0144-146526		TRANSMISSION FLUID X 9	161.91			
9/06/2023	AP	DUE: 10/06/2023 DISC: 10/06/2023		1099: N		
		TRANSMISSION FLUID X 9		010 5-041-545	MOTOR FUELS/LUBRICANTS	161.91

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01-02720 O'REILLY AUTOMOTIVE, INC. (** CONTINUED **)						
I-0144-147551		V/C GASKET	52.98			
9/12/2023	AP	DUE: 10/12/2023 DISC: 10/12/2023		1099: N		
		V/C GASKET		010 5-025-680	VEHICLE-PARTS	52.98
I-0144-147684		OIL ADAPTER GASKET	3.83			
9/13/2023	AP	DUE: 10/13/2023 DISC: 10/13/2023		1099: N		
		OIL ADAPTER GASKET		010 5-025-680	VEHICLE-PARTS	3.83
I-0144-147698		TURBO, V-BAND CLAMP X 2	1,000.20			
9/13/2023	AP	DUE: 10/13/2023 DISC: 10/13/2023		1099: N		
		TURBO, V-BAND CLAMP X 2		760 5-000-680	VEHICLE-PARTS	1,000.20
I-0144-147758		STARTING FLUID	6.79			
9/13/2023	AP	DUE: 10/13/2023 DISC: 10/13/2023		1099: N		
		STARTING FLUID		010 5-163-545	MOTOR FUELS/LUBRICANTS	6.79
I-0144-147981		GEAR PULLER	21.99			
9/15/2023	AP	DUE: 10/15/2023 DISC: 10/15/2023		1099: N		
		GEAR PULLER		010 5-163-580	TOOLS	21.99
I-0144-148062		CONNECTOR, BRACKET	37.47			
9/15/2023	AP	DUE: 10/15/2023 DISC: 10/15/2023		1099: N		
		CONNECTOR, BRACKET		900 5-027-680	VEHICLE-PARTS	37.47
I-0144-148390		FUEL FILTER	42.74			
9/18/2023	AP	DUE: 10/18/2023 DISC: 10/18/2023		1099: N		
		FUEL FILTER		010 5-163-680	VEHICLE-PARTS	42.74
I-0144-148714		A/C BELT	21.77			
9/20/2023	AP	DUE: 10/20/2023 DISC: 10/20/2023		1099: N		
		A/C BELT		010 5-025-680	VEHICLE-PARTS	21.77
I-0144-148723		5 GALLON HYDRAULIC FLUID	74.99			
9/20/2023	AP	DUE: 10/20/2023 DISC: 10/20/2023		1099: N		
		5 GALLON HYDRAULIC FLUID		010 5-163-545	MOTOR FUELS/LUBRICANTS	74.99
I-0144-148784		5 GALLON HYDRAULIC OIL	74.99			
9/20/2023	AP	DUE: 10/20/2023 DISC: 10/20/2023		1099: N		
		5 GALLON HYDRAULIC OIL		010 5-163-545	MOTOR FUELS/LUBRICANTS	74.99
I-0144-148794		BATTERY	147.08			
9/20/2023	AP	DUE: 10/20/2023 DISC: 10/20/2023		1099: N		
		BATTERY		010 5-025-590	VEHICLE-EQUIP SUPPLIES	147.08
I-0144-148813		AFR SENSOR X 2	227.84			
9/20/2023	AP	DUE: 10/20/2023 DISC: 10/20/2023		1099: N		
		AFR SENSOR X 2		010 5-025-680	VEHICLE-PARTS	227.84

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01-02720 O'REILLY AUTOMOTIVE, INC. (** CONTINUED **)						
I-0144-148901		FREON X 2	21.98			
9/21/2023	AP	DUE: 10/21/2023 DISC: 10/21/2023		1099: N		
		FREON X 2		010 5-025-590	VEHICLE-EQUIP SUPPLIES	21.98
I-0144-149537		COOLANT CONNECTOR X 2	31.72			
9/25/2023	AP	DUE: 10/25/2023 DISC: 10/25/2023		1099: N		
		COOLANT CONNECTOR X 2		010 5-163-680	VEHICLE-PARTS	31.72
I-0144-149552		BATTERY	147.08			
9/25/2023	AP	DUE: 10/25/2023 DISC: 10/25/2023		1099: N		
		BATTERY		010 5-163-590	VEHICLE-EQUIP SUPPLIES	147.08
I-0144-149556		HOSE CLAMP TOOL	38.99			
9/25/2023	AP	DUE: 10/25/2023 DISC: 10/25/2023		1099: N		
		HOSE CLAMP TOOL		010 5-163-580	TOOLS	38.99
I-0144-149665		FUEL PUMP	519.00			
9/26/2023	AP	DUE: 10/26/2023 DISC: 10/26/2023		1099: N		
		FUEL PUMP		010 5-163-680	VEHICLE-PARTS	519.00
I-0144-150193		PRIMARY WIRE	11.99			
9/29/2023	AP	DUE: 10/29/2023 DISC: 10/29/2023		1099: N		
		PRIMARY WIRE		010 5-163-620	EQUIPMENT MAINTENANCE	11.99
I-0144-150211		BRAKE BLEEDER SCREW KIT	9.23			
9/29/2023	AP	DUE: 10/29/2023 DISC: 10/29/2023		1099: N		
		BRAKE BLEEDER SCREW KIT		370 5-000-620	EQUIPMENT MAINTENANCE	9.23
		=== VENDOR TOTALS ===	1,875.63			
01-57979 OTA PLATE PAY						
I-16640731		LATE FEES-TOLL CHARGE PAYMENT	10.00			
9/16/2023	AP	DUE: 9/16/2023 DISC: 9/16/2023		1099: N		
		LATE FEES-TOLL CHARGE PAYMENT		800 5-030-490	TRAVEL EXPENSE REIMBURSE	10.00
		=== VENDOR TOTALS ===	10.00			
01-58037 PACE ANALYTICAL SERVICES LLC						
I-2360192402		LAB TEST FOR WWTP	287.00			
9/20/2023	AP	DUE: 10/20/2023 DISC: 10/20/2023		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	287.00
I-2360192420		LAB TEST FOR WWTP	331.00			
9/20/2023	AP	DUE: 10/20/2023 DISC: 10/20/2023		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	331.00

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01-58037 PACE ANALYTICAL SERVICES LLC (** CONTINUED **)						
I-2360192560		LAB TEST FOR WWTP	482.00			
9/21/2023	AP	DUE: 10/21/2023 DISC: 10/21/2023		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	482.00
I-2360192874		LAB TEST FOR WWTP	250.00			
9/27/2023	AP	DUE: 10/27/2023 DISC: 10/27/2023		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	250.00
I-2360192995		LAB TEST FOR WWTP	287.00			
9/29/2023	AP	DUE: 10/29/2023 DISC: 10/29/2023		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	287.00
		=== VENDOR TOTALS ===	1,637.00			
01-58153 PEAK UPTIME						
I-63321		10/23 CLOUD BACKUP STORAGE	260.00			
10/01/2023	AP	DUE: 10/01/2023 DISC: 10/01/2023		1099: N		
		10/23 CLOUD BACKUP STORAGE		010 5-018-424	CONTRACTUAL AGREEMENTS	260.00
I-63322		10/23 MS TEAMS ESSENTIALS	45.00			
10/01/2023	AP	DUE: 10/01/2023 DISC: 10/01/2023		1099: N		
		10/23 MS TEAMS ESSENTIALS		010 5-014-424	CONTRACTUAL AGREEMENTS	3.75
		10/23 MS TEAMS ESSENTIALS		010 5-015-424	CONTRACTUAL AGREEMENTS	3.75
		10/23 MS TEAMS ESSENTIALS		010 5-018-424	CONTRACTUAL AGREEMENTS	7.50
		10/23 MS TEAMS ESSENTIALS		180 5-205-424	CONTRACTUAL AGREEMENTS	7.50
		10/23 MS TEAMS ESSENTIALS		720 5-000-424	CONTRACTUAL AGREEMENTS	3.75
		10/23 MS TEAMS ESSENTIALS		800 5-022-424	CONTRACTUAL AGREEMENTS	3.75
		10/23 MS TEAMS ESSENTIALS		800 5-030-424	CONTRACTUAL AGREEMENTS	7.50
		10/23 MS TEAMS ESSENTIALS		800 5-040-424	CONTRACTUAL AGREEMENTS	7.50
		=== VENDOR TOTALS ===	305.00			
01-58180 PEREGRINE CORPORATION						
I-532142		9/19 C3 LATE NOTICE X 284	213.01			
9/20/2023	AP	DUE: 9/20/2023 DISC: 9/20/2023		1099: N		
		9/19 C3 LATE NOTICE X 284		010 5-017-478	PROFESSIONAL SERVICES	213.01
I-532239		9/20 C1 BILLING X 1436	907.30			
9/21/2023	AP	DUE: 9/21/2023 DISC: 9/21/2023		1099: N		
		9/20 C1 BILLING X 1436		010 5-017-478	PROFESSIONAL SERVICES	907.30
I-533308		9/28 C3 LATE NOTICE X 564	355.06			
9/29/2023	AP	DUE: 9/29/2023 DISC: 9/29/2023		1099: N		
		9/28 C3 LATE NOTICE X 564		010 5-017-478	PROFESSIONAL SERVICES	355.06
		=== VENDOR TOTALS ===	1,475.37			

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01-58310 PITNEY BOWES, INC.						
I-1023953752		POSTAGE DEVICE RNTL THRU 1/24	105.00			
9/26/2023	AP	DUE: 10/26/2023 DISC: 10/26/2023		1099: N		
		POSTAGE DEVICE RNTL THRU 1/24		010 5-131-448	EQUIPMENT-RENTAL/SERVICE	105.00
		=== VENDOR TOTALS ===	105.00			
01-58451 PRAIRIELAND PARTNERS LLC						
I-1000894940		THERMOSTAT, GASKET X 2	31.66			
10/03/2023	AP	DUE: 10/03/2023 DISC: 10/03/2023		1099: N		
		THERMOSTAT, GASKET X 2		370 5-000-620	EQUIPMENT MAINTENANCE	31.66
		=== VENDOR TOTALS ===	31.66			
01-58469 PRESTO-X						
I-52571705		10/23 PEST CONTROL SERVICES	29.00			
10/02/2023	AP	DUE: 10/02/2023 DISC: 10/02/2023		1099: N		
		10/23 PEST CONTROL SERVICES		370 5-000-424	CONTRACTUAL AGREEMENTS	29.00
I-52571706		10/23 PEST CONTROL SERVICES	35.00			
10/02/2023	AP	DUE: 10/02/2023 DISC: 10/02/2023		1099: N		
		10/23 PEST CONTROL SERVICES		020 5-140-424	CONTRACTUAL AGREEMENTS	35.00
I-52571707		10/23 TERMITE INSPECTION	53.11			
10/02/2023	AP	DUE: 10/02/2023 DISC: 10/02/2023		1099: N		
		10/23 TERMITE INSPECTION		020 5-140-424	CONTRACTUAL AGREEMENTS	53.11
I-52571708		10/23 PEST CONTROL SERVICES	88.00			
10/02/2023	AP	DUE: 10/02/2023 DISC: 10/02/2023		1099: N		
		10/23 PEST CONTROL SERVICES		010 5-091-424	CONTRACTUAL AGREEMENTS	88.00
		=== VENDOR TOTALS ===	205.11			
01-58219 PROFESSIONAL TURF PRODUCTS, LP						
I-1625535-00		BRAKE PAD KIT X 2	216.12			
9/27/2023	AP	DUE: 9/27/2023 DISC: 9/27/2023		1099: N		
		BRAKE PAD KIT		370 5-000-620	EQUIPMENT MAINTENANCE	108.06
		BRAKE PAD KIT		370 5-000-620	EQUIPMENT MAINTENANCE	108.06
I-1625726-00		TIMING MECHANISM X 2	1,166.29			
9/29/2023	AP	DUE: 9/29/2023 DISC: 9/29/2023		1099: N		
		TIMING MECHANISM X 2		370 5-000-555	PLUMBING SUPPLIES	1,166.29
		=== VENDOR TOTALS ===	1,382.41			

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01-58610 QUALITY MOTORS OF INDEPENDENCE						
I-229910		TRANSMISSION OIL PAN	379.20			
9/08/2023	AP	DUE: 10/08/2023 DISC: 10/08/2023		1099: N		
		TRANSMISSION OIL PAN		010 5-041-680	VEHICLE-PARTS	379.20
		=== VENDOR TOTALS ===	379.20			
01-58850 REPUBLIC SERVICES #376						
I-0376-000440825		40, 4 CY ROLL OFFS	605.03			
9/30/2023	AP	DUE: 9/30/2023 DISC: 9/30/2023		1099: N		
		40 CY ROLL OFF		010 5-163-478	PROFESSIONAL SERVICES	455.03
		4 CY ROLL OFF-MILL SUPPLY		700 5-000-424	CONTRACTUAL AGREEMENTS	150.00
		=== VENDOR TOTALS ===	605.03			
01-03183 ROCKY HILL TOWING LLC						
I-202309301370		TOW V1548 TO PUBLIC SVC BARN	85.00			
9/01/2023	AP	DUE: 9/01/2023 DISC: 9/01/2023		1099: Y		
		TOW V1548 TO PUBLIC SVC BARN		010 5-041-478	PROFESSIONAL SERVICES	85.00
		=== VENDOR TOTALS ===	85.00			
01-59125 SANDBAGGER GOLF & TURF						
I-19453		BRAKE SHOE X 8	81.20			
9/08/2023	AP	DUE: 10/08/2023 DISC: 10/08/2023		1099: N		
		BRAKE SHOE X 8		360 5-000-620	EQUIPMENT MAINTENANCE	81.20
		=== VENDOR TOTALS ===	81.20			
01-59202 SCOTT LAZENBY						
I-202310051385		9/23 MILEAGE REIMBURSEMENT	93.79			
9/30/2023	AP	DUE: 9/30/2023 DISC: 9/30/2023		1099: N		
		9/23 MILEAGE REIMBURSEMENT		370 5-000-490	TRAVEL EXPENSE REIMBURSE	93.79
		=== VENDOR TOTALS ===	93.79			
01-03387 SEK MEDIA, LLC						
I-KGGF0024230914103		9/23-11/23 KGGF-FM SALES TAX	2,845.92			
9/22/2023	AP	DUE: 9/22/2023 DISC: 9/22/2023		1099: Y		
		9/23-11/23 KGGF-FM SALES TAX		180 5-205-482	PUBLIC NOTICES	2,845.92
I-KGGF2315230914026		9/23-11/23 KGGF-AM SALES TAX	3,044.36			
9/22/2023	AP	DUE: 9/22/2023 DISC: 9/22/2023		1099: Y		
		9/23-11/23 KGGF-AM SALES TAX		180 5-205-482	PUBLIC NOTICES	3,044.36

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01-03387 SEK MEDIA, LLC		(** CONTINUED **)				
I-KQQF2315230914234		9/23-11/23 KQQF-FM SALES TAX	1,360.00			
9/22/2023	AP	DUE: 9/22/2023 DISC: 9/22/2023		1099: Y		
		9/23-11/23 KQQF-FM SALES TAX		180 5-205-482	PUBLIC NOTICES	1,360.00
I-KUSN0024230914032		9/23-11/23 KUSN-FM SALES TAX	2,845.92			
9/22/2023	AP	DUE: 9/22/2023 DISC: 9/22/2023		1099: Y		
		9/23-11/23 KUSN-FM SALES TAX		180 5-205-482	PUBLIC NOTICES	2,845.92
		=== VENDOR TOTALS ===	10,096.20			
01-03385 SEK READY MIX, INC.						
I-7275		8 CY-504 W 3RD	1,099.00			
9/19/2023	AP	DUE: 9/19/2023 DISC: 9/19/2023		1099: N		
		8 CY-504 W 3RD		010 5-163-510	CEMENT & ASPHALT	1,099.00
I-7286		6.5 CY-1ST/POPLAR	898.00			
9/22/2023	AP	DUE: 9/22/2023 DISC: 9/22/2023		1099: N		
		6.5 CY-1ST/POPLAR		010 5-163-510	CEMENT & ASPHALT	898.00
I-7290		10 CY-1ST/POPLAR	1,367.00			
9/25/2023	AP	DUE: 9/25/2023 DISC: 9/25/2023		1099: N		
		10 CY-1ST/POPLAR		010 5-163-510	CEMENT & ASPHALT	1,367.00
I-7292		20 CY-11TH/BUCKEYE	3,281.00			
9/26/2023	AP	DUE: 9/26/2023 DISC: 9/26/2023		1099: N		
		20 CY-11TH/BUCKEYE		900 5-026-510	CEMENT & ASPHALT	3,281.00
I-7293		11 CY-1ST/POPLAR	1,814.00			
9/26/2023	AP	DUE: 9/26/2023 DISC: 9/26/2023		1099: N		
		11 CY-1ST/POPLAR		010 5-163-510	CEMENT & ASPHALT	1,814.00
I-7298		13 CY-1ST/POPLAR	2,134.00			
9/27/2023	AP	DUE: 9/27/2023 DISC: 9/27/2023		1099: N		
		13 CY-1ST/POPLAR		010 5-163-510	CEMENT & ASPHALT	2,134.00
I-7310		4 CY-1500 BLK W 5TH	563.00			
10/02/2023	AP	DUE: 10/02/2023 DISC: 10/02/2023		1099: N		
		4 CY-1500 BLK W 5TH		010 5-163-510	CEMENT & ASPHALT	563.00
		=== VENDOR TOTALS ===	11,156.00			

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01-03460 SHERWIN WILLIAMS COMPANY						
I-1816-6-1		PUMP REBUILD KIT X 2	305.98			
9/22/2023	AP	DUE: 10/22/2023 DISC: 10/22/2023		1099: N		
		PUMP REBUILD KIT X 2		010 5-163-620	EQUIPMENT MAINTENANCE	305.98
		=== VENDOR TOTALS ===	305.98			
01-59310 SOUTHEAST KANSAS REGIONAL PLAN						
I-KRP2019-012-2		PAY #2-KRP GRANT ADMIN FEES	3,825.00			
9/13/2023	AP	DUE: 10/13/2023 DISC: 10/13/2023		1099: N		
		PAY #2-KRP GRANT ADMIN FEES		520 5-000-478	PROFESSIONAL SERVICES	3,825.00
		=== VENDOR TOTALS ===	3,825.00			
01-59900 STANION WHOLESALE ELECTRIC CO.						
I-5589272-02		LIGHT BRACKET X 12	1,632.00			
9/20/2023	AP	DUE: 10/20/2023 DISC: 10/20/2023		1099: N		
		LIGHT BRACKET X 12		630 5-000-842.01	SYCAMORE PARK	1,632.00
		=== VENDOR TOTALS ===	1,632.00			
01-03717 STEPHENS VENDING CORPORATION						
I-INV67624		GATORADE, TRAYS, CHIPS, 20 OZ	368.45			
9/26/2023	AP	DUE: 9/26/2023 DISC: 9/26/2023		1099: N		
		GATORADE, TRAYS, CHIPS, 20 OZ		370 5-000-507	CONCESSIONS	368.45
I-INV67647		GATORADE, WATER, TEA, CHIPS	177.35			
10/03/2023	AP	DUE: 10/03/2023 DISC: 10/03/2023		1099: N		
		GATORADE, WATER, TEA, CHIPS		370 5-000-507	CONCESSIONS	177.35
		=== VENDOR TOTALS ===	545.80			
01-03720 TAYLOR CRANE & RIGGING, INC.						
I-0117357		STEERING STABILIZER, LABOR	789.22			
9/25/2023	AP	DUE: 10/25/2023 DISC: 10/25/2023		1099: N		
		STEERING STABILIZER		720 5-000-680	VEHICLE-PARTS	79.22
		REPAIR LEAK, VALVES, STBLZR		720 5-000-690	VEHICLE-LABOR	710.00
		=== VENDOR TOTALS ===	789.22			

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01-02029 THOMAS OSBORN						
I-202309301371		MEALS-MCPHERSON-WALK BIKE ROL	60.00			
9/27/2023	AP	DUE: 9/27/2023 DISC: 9/27/2023		1099: N		
		MEALS-MCPHERSON-WALK BIKE ROLE		010 5-071-490	TRAVEL EXPENSE REIMBURSE	60.00
		=== VENDOR TOTALS ===	60.00			
01-03770 THOMPSON BROTHERS SUPPLIES, IN						
I-859154		SAFETY GLASSES	8.90			
9/18/2023	AP	DUE: 10/18/2023 DISC: 10/18/2023		1099: N		
		SAFETY GLASSES		800 5-020-570	SAFETY EQUIPMENT	8.90
I-859311		ELECTRODE	125.27			
9/20/2023	AP	DUE: 10/20/2023 DISC: 10/20/2023		1099: N		
		ELECTRODE		800 5-030-520	DEPARTMENT SUPPLIES	125.27
I-859811		FR JEAN - J WARD	81.03			
9/27/2023	AP	DUE: 10/27/2023 DISC: 10/27/2023		1099: N		
		FR JEAN - J WARD		800 5-020-515	CLOTHING	81.03
		=== VENDOR TOTALS ===	215.20			
01-60295 THOMPSON LUMBER LLC						
I-INV0146062		80 X 20 CONCRETE MESH X 20	1,980.00			
9/21/2023	AP	DUE: 10/21/2023 DISC: 10/21/2023		1099: N		
		80 X 20 CONCRETE MESH X 20		010 5-163-520	DEPARTMENT SUPPLIES	1,980.00
		=== VENDOR TOTALS ===	1,980.00			
01-50100 TITLEIST						
I-916405261		VELOCITY X 6 DOZEN	145.61			
8/23/2023	AP	DUE: 9/22/2023 DISC: 9/22/2023		1099: N		
		VELOCITY X 6 DOZEN		370 5-000-508	PRO SHOP SUPPLIES	145.61
I-916606043		PRO V1X X 4 DOZEN	172.48			
9/05/2023	AP	DUE: 10/05/2023 DISC: 10/05/2023		1099: N		
		PRO V1X X 4 DOZEN		370 5-000-508	PRO SHOP SUPPLIES	172.48
		=== VENDOR TOTALS ===	318.09			

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01-03807 TOBY HUNT						
I-2023-3		3Q23 MILEAGE REIMBURSEMENT	108.08			
9/30/2023	AP	DUE: 9/30/2023 DISC: 9/30/2023		1099: N		
		3Q23 MILEAGE REIMBURSEMENT		010 5-016-490	TRAVEL EXPENSE REIMBURSE	108.08
		=== VENDOR TOTALS ===	108.08			
01-03810 TOOL SUPPLY, INC.						
I-0104452-00		80 PIECE IMPACT SET	40.50			
9/07/2023	AP	DUE: 10/07/2023 DISC: 10/07/2023		1099: N		
		80 PIECE IMPACT SET		010 5-163-580	TOOLS	40.50
I-0104458-00		COUPLING, FITTINGS	41.44			
9/08/2023	AP	DUE: 10/08/2023 DISC: 10/08/2023		1099: N		
		COUPLING, FITTINGS		800 5-030-620	EQUIPMENT MAINTENANCE	41.44
I-0104461-00		THREADED OUTLET, FITTING	10.51			
9/11/2023	AP	DUE: 10/11/2023 DISC: 10/11/2023		1099: N		
		THREADED OUTLET, FITTING		800 5-030-620	EQUIPMENT MAINTENANCE	10.51
I-0104530-00		BUTANE TORCH KIT	41.95			
9/20/2023	AP	DUE: 10/20/2023 DISC: 10/20/2023		1099: N		
		BUTANE TORCH KIT		010 5-163-520	DEPARTMENT SUPPLIES	41.95
I-0104570-00		SOCKET WELD COLLAR	131.11			
9/27/2023	AP	DUE: 10/27/2023 DISC: 10/27/2023		1099: N		
		SOCKET WELD COLLAR		800 5-030-620	EQUIPMENT MAINTENANCE	131.11
I-0104589-00		CUT OFF WHEEL	87.60			
9/27/2023	AP	DUE: 10/27/2023 DISC: 10/27/2023		1099: N		
		CUT OFF WHEEL		800 5-030-520	DEPARTMENT SUPPLIES	87.60
I-0104592-00		HEX SCREWS, NUTS	26.94			
9/29/2023	AP	DUE: 10/29/2023 DISC: 10/29/2023		1099: N		
		HEX SCREWS, NUTS		800 5-030-520	DEPARTMENT SUPPLIES	26.94
		=== VENDOR TOTALS ===	380.05			
01-60410 TOTAH COMMUNICATIONS, INC.						
I-202310051386		10/23 E911 - LIBERTY	27.84			
10/01/2023	AP	DUE: 10/31/2023 DISC: 10/31/2023		1099: N		
		10/23 E911 - LIBERTY		510 5-000-416	COMMUNICATIONS	27.84
I-202310051387		10/23 E911 - TYRO	27.84			
10/01/2023	AP	DUE: 10/31/2023 DISC: 10/31/2023		1099: N		
		10/23 E911 - TYRO		510 5-000-416	COMMUNICATIONS	27.84
		=== VENDOR TOTALS ===	55.68			

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01-03840 TRI-STATE ELECTRIC SUPPLY COMP						
I-1122-1008530		NUT DRIVER SET, FISH TAPE	226.58			
9/19/2023	AP	DUE: 10/19/2023 DISC: 10/19/2023		1099: N		
		NUT DRIVER SET		800 5-020-580	TOOLS	85.14
		FISH TAPE		800 5-020-520	DEPARTMENT SUPPLIES	141.44
I-1122-1008712		WIRE STRIPPERS	20.91			
9/20/2023	AP	DUE: 10/20/2023 DISC: 10/20/2023		1099: N		
		WIRE STRIPPERS		800 5-020-580	TOOLS	20.91
I-1122-1008731		ELL, COUPLING	9.02			
9/21/2023	AP	DUE: 10/21/2023 DISC: 10/21/2023		1099: N		
		ELL, COUPLIING		800 5-020-520	DEPARTMENT SUPPLIES	9.02
I-1122-1008810		CABLE TIES, MINI CIRCUIT	169.86			
9/28/2023	AP	DUE: 10/28/2023 DISC: 10/28/2023		1099: N		
		CABLE TIES, MINI CIRCUIT		800 5-020-520	DEPARTMENT SUPPLIES	169.86
		=== VENDOR TOTALS ===	426.37			
01-54772 TYLER TECHNOLOGIES, INC.						
I-025-440416		3Q23 ONLINE BILL PAY FEES	3,547.50			
9/30/2023	AP	DUE: 10/30/2023 DISC: 10/30/2023		1099: N		
		3Q23 ONLINE BILL PAY FEES		800 5-040-478	PROFESSIONAL SERVICES	2,305.88
		3Q23 ONLINE BILL PAY FEES		900 5-046-478	PROFESSIONAL SERVICES	709.50
		3Q23 ONLINE BILL PAY FEES		900 5-047-478	PROFESSIONAL SERVICES	532.12
I-025-440958		3Q23 DISCONNECT NOTIFICATIONS	245.10			
9/30/2023	AP	DUE: 10/30/2023 DISC: 10/30/2023		1099: N		
		3Q23 DISCONNECT NOTIFICATIONS		800 5-040-478	PROFESSIONAL SERVICES	159.32
		3Q23 DISCONNECT NOTIFICATIONS		900 5-046-478	PROFESSIONAL SERVICES	49.02
		3Q23 DISCONNECT NOTIFICATIONS		900 5-047-478	PROFESSIONAL SERVICES	36.76
		=== VENDOR TOTALS ===	3,792.60			
01-60800 U.S. BANK EQUIPMENT FINANCE						
I-512143058		ENGINEERING COPIER LEASE	142.25			
9/29/2023	AP	DUE: 9/29/2023 DISC: 9/29/2023		1099: N		
		ENGINEERING COPIER LEASE		520 5-350-805	BUILDING	142.25
I-512255167		ADMIN COPIER LEASE	307.91			
10/01/2023	AP	DUE: 10/01/2023 DISC: 10/01/2023		1099: N		
		ADMIN COPIER LEASE		010 5-131-448	EQUIPMENT-RENTAL/SERVICE	307.91
I-512255290		POWER PLANT COPIER LEASE	102.06			
10/01/2023	AP	DUE: 10/01/2023 DISC: 10/01/2023		1099: N		
		POWER PLANT COPIER LEASE		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	102.06

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01-60800 U.S. BANK EQUIPMENT FINANCE (** CONTINUED **)						
I-512255415		PLOTTER LEASE	284.80			
10/01/2023	AP	DUE: 10/01/2023 DISC: 10/01/2023		1099: N		
		PLOTTER LEASE		010 5-071-448	EQUIPMENT-RENTAL/SERVICE	284.80
		=== VENDOR TOTALS ===	837.02			
01-60726 UPS						
I-00001652XV383		EXTENSION FEE, HACH, TELEDYNE	106.81			
9/23/2023	AP	DUE: 9/23/2023 DISC: 9/23/2023		1099: N		
		TELEDYNE, EXTENSION FEE		800 5-020-550	OFFICE SUPPLIES	48.35
		HACH, EXTENSION FEE		800 5-030-550	OFFICE SUPPLIES	58.46
		=== VENDOR TOTALS ===	106.81			
01-03885 USD 445						
I-202309301372		EDUCATIONAL SALES TAX-10/23	3,500.00			
9/27/2023	AP	MANUAL CK# 003863 9/27/2023		1099: N		
		EDUCATIONAL SALES TAX-10/23		550 5-000-424	CONTRACTUAL AGREEMENTS	3,500.00
		=== VENDOR TOTALS ===	3,500.00			
01-61466 VEOLIA WTS USA, INC.						
I-902323144		LAB SUPPLIES	325.97			
9/19/2023	AP	DUE: 9/19/2023 DISC: 9/19/2023		1099: N		
		LAB SUPPLIES		800 5-030-525	CHEMICALS/FERTILIZERS/SE	325.97
		=== VENDOR TOTALS ===	325.97			
01-61013 VSP INSURANCE COMPANY						
I-202310051388		7/23 T. ADAMSON 817007659	8.66			
7/31/2023	AP	DUE: 7/31/2023 DISC: 7/31/2023		1099: N		
		7/23 T. ADAMSON 817007659		350 5-716-310	HEALTH INSURANCE	8.66
		=== VENDOR TOTALS ===	8.66			
01-04010 WALMART CAPITAL ONE						
C-04103		RETURN DAMAGED WINDOW BLIND	26.77CR			
9/07/2023	AP	DUE: 9/07/2023 DISC: 9/07/2023		1099: N		
		RETURN DAMAGED WINDOW BLIND		360 5-000-610	BUILDING MAINTENANCE	26.77CR
I-00193		SNACKS FOR B-SUB MEETING	124.47			
8/23/2023	AP	DUE: 9/22/2023 DISC: 9/22/2023		1099: N		
		SNACKS FOR B-SUB MEETING		800 5-040-521	SPECIAL EVENTS	124.47

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01-04010 WALMART CAPITAL ONE		(** CONTINUED **)				
I-00704		BANDAGES	26.50			
9/05/2023	AP	DUE: 10/05/2023 DISC: 10/05/2023		1099: N		
		BANDAGES		800 5-030-570	SAFETY EQUIPMENT	26.50
I-01065-1		HOT DOGS, ENVELOPES	34.79			
9/06/2023	AP	DUE: 10/06/2023 DISC: 10/06/2023		1099: N		
		HOT DOGS, POLISH DOGS		370 5-000-507	CONCESSIONS	32.82
		ENVELOPES		370 5-000-550	OFFICE SUPPLIES	1.97
I-01885		AIR FRESHENER	13.64			
9/05/2023	AP	DUE: 10/05/2023 DISC: 10/05/2023		1099: N		
		AIR FRESHENER		010 5-091-520	DEPARTMENT SUPPLIES	13.64
I-02160		BOTTLED WATER X 84 CASES	292.32			
8/21/2023	AP	DUE: 9/20/2023 DISC: 9/20/2023		1099: N		
		BOTTLED WATER X 84 CASES		010 5-163-520	DEPARTMENT SUPPLIES	292.32
I-02380		POST-ITS, PENS, BATTERIES	34.86			
9/11/2023	AP	DUE: 10/11/2023 DISC: 10/11/2023		1099: N		
		POST-ITS, PENS		010 5-023-550	OFFICE SUPPLIES	16.92
		C BATTERIES		010 5-023-505	BATTERIES-NON VEHICLES	17.94
I-02401-1		BOTTLED WATER X 48 CASES	275.29			
8/23/2023	AP	DUE: 9/22/2023 DISC: 9/22/2023		1099: N		
		BOTTLED WATER X 48 CASES		800 5-020-520	DEPARTMENT SUPPLIES	275.29
I-02675		BUNS, SUGAR, TOWELS, PLATES	115.66			
8/20/2023	AP	DUE: 9/19/2023 DISC: 9/19/2023		1099: N		
		BUNS, SUGAR, TOPPINGS		450 5-000-507	CONCESSIONS	72.00
		PAPER TOWELS, PAPER PLATES		450 5-000-520	DEPARTMENT SUPPLIES	43.66
I-02993		CRACKERS, HOT DOGS, TOWELS	103.46			
8/22/2023	AP	DUE: 9/21/2023 DISC: 9/21/2023		1099: N		
		CRACKERS, HOT DOGS, BUNS		370 5-000-507	CONCESSIONS	64.18
		SWIFFERS, TOWELS, SOAP		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	34.84
		MARKER		370 5-000-550	OFFICE SUPPLIES	4.44
I-04199		HAMBURGERS, CRACKERS, WIPES	257.88			
9/19/2023	AP	DUE: 10/19/2023 DISC: 10/19/2023		1099: N		
		HAMBURGERS, CRACKERS, BUNS		370 5-000-507	CONCESSIONS	239.38
		DISINFECTANT, WIPES		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	15.96
		PAPER CLIPS		370 5-000-550	OFFICE SUPPLIES	2.54
I-05051		WINDOW BLIND X 3, DOOR LOCK	90.78			
9/05/2023	AP	DUE: 10/05/2023 DISC: 10/05/2023		1099: N		
		WINDOW BLIND X 3, DOOR LOCK		360 5-000-610	BUILDING MAINTENANCE	90.78

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01-04010 WALMART CAPITAL ONE		(** CONTINUED **)				
I-06160		COPY PAPER	49.97			
8/29/2023	AP	DUE: 9/28/2023 DISC: 9/28/2023		1099: N		
		COPY PAPER		900 5-037-550	OFFICE SUPPLIES	49.97
I-06848		VINEGAR, PENS, WASHER FLUID	36.44			
8/21/2023	AP	DUE: 9/20/2023 DISC: 9/20/2023		1099: N		
		VINEGAR		800 5-030-520	DEPARTMENT SUPPLIES	23.52
		PENS		800 5-030-550	OFFICE SUPPLIES	7.30
		WASHER FLUID		800 5-030-590	VEHICLE-EQUIP SUPPLIES	5.62
I-07070-2		DETERGENT, AIR FRESHENER	59.46			
8/22/2023	AP	DUE: 9/21/2023 DISC: 9/21/2023		1099: N		
		DETERGENT, AIR FRESHENER		010 5-041-520	DEPARTMENT SUPPLIES	59.46
I-07596		CLEANERS, DISINFECTANTS	97.11			
8/24/2023	AP	DUE: 9/23/2023 DISC: 9/23/2023		1099: N		
		CLEANERS, DISINFECTANTS		900 5-036-520	DEPARTMENT SUPPLIES	82.67
		FILE FOLDERS		900 5-036-550	OFFICE SUPPLIES	14.44
I-08728-1		BINS, PEN HOLDER, SCISSORS	55.06			
8/28/2023	AP	DUE: 9/27/2023 DISC: 9/27/2023		1099: N		
		BINS, PEN HOLDER, SCISSORS		010 5-163-550	OFFICE SUPPLIES	55.06
I-08776		PRISONER MEALS, BATTERIES	176.77			
8/28/2023	AP	DUE: 9/27/2023 DISC: 9/27/2023		1099: N		
		PRISONER MEALS		010 5-023-562	JAIL EXPENSE	127.38
		9V, 2032 BATTERIES		010 5-023-505	BATTERIES-NON VEHICLES	33.45
		MARKERS		010 5-023-550	OFFICE SUPPLIES	15.94
I-09010		TAPE MEASURE, NO TRESPASSING	20.45			
8/22/2023	AP	DUE: 9/21/2023 DISC: 9/21/2023		1099: N		
		TAPE MEASURE		900 5-037-580	TOOLS	18.97
		NO TRESPASSING SIGN		900 5-037-520	DEPARTMENT SUPPLIES	1.48
I-09079		FIRST AID KIT	14.98			
8/22/2023	AP	DUE: 9/21/2023 DISC: 9/21/2023		1099: N		
		FIRST AID KIT		900 5-037-570	SAFETY EQUIPMENT	14.98
I-09346		BURGERS, CRACKERS, CONDIMENTS	158.96			
8/29/2023	AP	DUE: 9/28/2023 DISC: 9/28/2023		1099: N		
		BURGERS, CRACKERS, CONDIMENTS		370 5-000-507	CONCESSIONS	149.00
		FLOOR CLEANER		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	9.96
		=== VENDOR TOTALS ===	2,012.08			

PACKET: 04532 AO 23-19 10.10.23 PAYABL
VENDOR SET: 01 CITY OF COFFEYVILLE
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID--------			GROSS	P.O. #		
ITEM DATE	BANK CODE	---------DESCRIPTION---------	DISCOUNT	G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-61042 WARTSILA NORTH AMERICA, INC.						
I-1102301537		VALVE REPAIR KIT, SENSOR	15,035.99			
9/29/2023	AP	DUE: 9/29/2023 DISC: 9/29/2023		1099: N		
		VALVE REPAIR KIT, SENSOR		800 5-030-620	EQUIPMENT MAINTENANCE	15,035.99
		=== VENDOR TOTALS ===	15,035.99			
01-61079 WAVE WIRELESS						
I-314310		10/23 RADIO TWR COMMUNICATION	69.00			
10/01/2023	AP	DUE: 10/01/2023 DISC: 10/01/2023		1099: N		
		10/23 RADIO TWR COMMUNICATION		510 5-000-424	CONTRACTUAL AGREEMENTS	69.00
		=== VENDOR TOTALS ===	69.00			
		=== PACKET TOTALS ===	1,189,823.28			

City of Coffeyville
Payroll Distribution Summary
23-19

Date	Amount
October 1, 2023	$ 426,115.18
Total Payroll	**$ 426,115.18**

CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	October 10, 2023	
RESOLUTION OR ORDINANCE NUMBER	n/a	
AGENDA TITLE	Discussion and action to make appointments to the CRMC Board of Trustees.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Melissa Carter, City Clerk	
FISCAL INFORMATION	Cost as recommended:	n/a
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	[ ] Yes [x] No
PURPOSE	The management and control of the Coffeyville Regional Medical Center shall be vested in a Board of Trustees. The Board shall make and adopt rules and regulations for the government of the hospital as it may deem expedient for the economical and proper conduct thereof.	
BACKGROUND	The seven member CRMC Board of Trustees has one vacancy available for an unfinished term expiring January 1st, 2026.	

SPECIAL NOTES	**Applicants** James Grimmett New Applicant **Current Board Term expires** Amanda Cavaness 01/01/2025 Craig Correll 01/01/2025 Daria Jerauld 01/01/2027 Sonia Larimore 01/01/2026 Barry Phillips 01/01/2025 Garrick Rettele 01/01/2027
ANALYSIS	
PUBLIC INFORMATION PROCESS	Notice of the board openings were placed on the City's website, Facebook page, and Channel 13.
BOARD OR COMMISSION RECOMMENDATION	n/a
STAFF RECOMMENDATION	Allow applicant to make comments and appoint applicant to serve on the CRMC Board of Trustees for an unfinished term expiring January 1st, 2026.
REFERENCE DOCUMENTS ATTACHED	Application

CITY OF COFFEYVILLE
BOARD APPLICATION

Date 9/22/2023

Board:	**Coffeyville Regional Medical Center Board of Trustees**
Term:	**4-Year Terms**
Meeting Times:	**4th Tuesday in April and October; 4:00 p.m., CRMC Hospital Conference Room**
Purpose and Membership:	**To make and adopt rules and regulations for the government of the hospital as it may deem expedient for the economical and proper conduct.**
Reference:	**City of Coffeyville Ordinance 2-299**

The seven (7) members of this Board must reside in the City of Coffeyville with no more than one (1) physician member.

Name James Grimmett

Address 608 Willow Coffeyville

Phone 620.252.8620 **E-mail** jhgrimmett57@yahoo.com

Work Experience and Training 5 years Fire Science Coordinator at Coffeyville Community College, 30 years as a Coffeyville Firefighter (5 1/2 yrs as Chief), Hazmat Technician Instructor for State Fire Marshal, Commander during the 2007 flood, SEK Regional Hazmat Team Leader, Past board member of Red Cross and United Fund, Bachelor's Degree in Business Management

Reason for interest in Board I approach this as another opportunity to serve our community. Maintaining and improving anchor institutions are vital to the success of Coffeyville.

Pages may be attached to include additional information or resumes.

James H. Grimmett
Signature

CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	October 10, 2023	
RESOLUTION OR ORDINANCE NUMBER	R-23-69	
AGENDA TITLE	Supplemental Water Purchase Contract	
REQUESTING DEPARTMENT	Water Services	
PRESENTER	Steve Smith, Director of Water Services	
FISCAL INFORMATION	Cost as recommended:	$0.473 Per 1000 gallons (variable)
	Budget Line Item:	
	Balance Available	$
	New Appropriation Required:	[x] Yes [ ] No
PURPOSE	To supplement the city's water supply during low natural flows within the Verdigris River.	
BACKGROUND	On December 16, 1981 the City of Coffeyville entered into "Water Purchase Contract No. 81-5" between the City and the State of Kansas which authorized the State to supplement the City's water supply utilizing water stored in Elk City Lake during times of drought and low natural flows within the Verdigris River. The original contract was for a supplemental amount of 1.9 billion gallons of water per year at a cost of $0.135 per 1000 gallons of water in which ½ of the allotted amount was to be paid up front for an initial annual cost to the City for the first half of water contracted to be $70,319.00 whether the water was utilized or not. On October 23, 1987, the Kansas Water Office reduced the maximum contract amount from 1.9 billion gallons to 300 million gallons based on our average daily usage of 2.5 million gallons per day at a cost of $.010 per 1,000 gallons and a minimum cost to the city of $15,000 annually. The current Water Purchase Contract is set to expire at midnight on December 15, 2023.	
SPECIAL NOTES		

ANALYSIS	After analyzing the current water demands which currently averages 3.8 million gallons per day, the city has requested an increase in our amount of water supplement from Elk City Lake through a new "Water Purchase Contract" to increase from the current 300 million gallons per year to 500 million gallons per year to insure we have an adequate water supply for our users. The current cost for this supplemental water is $0.473 per 1,000 gallons of water drawn under the contract which is a variable rate set by the state annually in which ½ the cost of the supplemented water would be due in January of each year. The rate set for 2024 is $0.495 in which the initial amount due from the city would be $123,750. Any water drawn annually from the reserves in excess of the initial 150,000 million gallons would then be billed to the city at the current rate per each 1,000 gallons of water drawn.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff is recommending that the Mayor be authorized to enter in to an agreement with the Kansas Water Office for a term of Ten (10) years for a Water Purchase Contract from Elk City Lake.
REFERENCE DOCUMENTS ATTACHED	Current Water Purchase Contract, dated December 16, 1981 Letter Reducing Water Allotment dated October 23, 1987 Proposed Water Purchase Contract, date pending

RESOLUTION NO. R-23-69

A RESOLUTION ADOPTING A WATER PURCHASE CONTRACT BETWEEN THE CITY OF COFFEYVILLE AND THE KANSAS WATER OFFICE, FOR A PERIOD TO NOT EXCEED 10 YEARS FOR THE PURPOSE OF SUPPLEMENTING THE CITY'S WATER SUPPLY DURING TIMES OF LOW NATURAL WATER FLOWS.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor be and is hereby authorized to enter into a contract with the Kansas Water Office for the purpose of supplementing the city's water supply.

ADOPTED THIS 10th DAY OF OCTOBER, 2023

_____
Anne Marie Vannoster, Mayor

ATTEST:

_____
Melissa Carter, City Clerk

CITY CONTRACT NO. CA-0512

STATE OF KANSAS
KANSAS WATER OFFICE

CONTRACT
Between the State of Kansas
and
City of Coffeyville
Montgomery County, Kansas

FOR A MUNICIPAL AND INDUSTRIAL WATER SUPPLY
from
ELK CITY RESERVOIR

1-27-82 Copy to: Ray A. Neale, City Manager
Tom Pine, City Engineer
Eugene Woehl, Supt of W/S Treatment
Bill Holt, Supt of W/S Distribution

PURCHASER'S COPY

File: 60-500.00

Water Purchase Contract No. 81-5
December 16, 1981

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CITY CONTRACT NO. CA-0512

$21.00

City of Coffeyville

KANSAS WATER OFFICE
WATER PURCHASE CONTRACT NO. 81-5

This contract is executed and entered into this 16th day of December, 1981, between the State of Kansas as represented by the Kansas Water Office (hereinafter referred to as the "State") and the City of Coffeyville, Montgomery County, Kansas, (hereinafter referred to as the "Purchaser").

WITNESSETH: WHEREAS, the Purchaser desires to purchase water for a municipal and industrial water supply; and

WHEREAS, the State has signed an agreement (Contract No. DACW56-76-C-0132) with the United States of America under the provisions of the Water Supply Act of 1958 (Title III, P.L. 85-500), as amended, for water supply storage space in Elk City Lake; and

WHEREAS, the State filed Water Reservation Right No. 3 on March 27, 1974, to divert and store water in Elk City Lake; and

WHEREAS, the Director of the Kansas Water Office is authorized by K.S.A. 82a-1305, as amended, to negotiate contracts for the sale of water; and

WHEREAS, the Purchaser filed two applications with the Executive Director of the Kansas Water Resources Board to negotiate the purchase of a combined total of 2,070.0 million gallons of water annually from Elk City Lake at an average rate of 5.671 million gallons per day, in compliance with the State Water Plan Storage Act, K.S.A. 82a-1301 et seq., as amended; and

WHEREAS, the Director of the Kansas Water Office is the successor to all the powers, duties and functions of the Kansas Water Resources

STATE OF KANSAS } SS
MONTGOMERY COUNTY }

This instrument was filed for record on the 31 day of Mar. A.D., 19 82 at 8:30 o'clock A. M. and duly recorded in book 57 of Misc. page 61

Nora Steinberger Register
NORA STEINBERGER

ORIGINAL COMPARED WITH RECORD

Board with regard to negotiation of Water Purchase Contracts; and

WHEREAS, the City of Coffeyville has requested to negotiate a Water Purchase Contract under Applications No. 64 and 81 for up to 2,070.0 million gallons per year from Elk City Lake at an average daily rate of 5.671 million gallons per day; and

WHEREAS, the total quantity requested by the Purchaser is in excess of the Purchaser's immediate and projected water supply needs but is within the quantity of water available for sale by the State; and

WHEREAS, the annual withdrawal and use of 1,900.0 million gallons of water from Elk City Lake by the Purchaser will advance the purposes set forth in Article 9 of Chapter 82a of Kansas Statutes Annotated; and

WHEREAS, Purchaser's Applications No. 64 and 81, filed with the Executive Director of the Kansas Water Resources Board on January 24, 1980, and April 10, 1981, respectively, are approved for a maximum total amount of 1,900.0 million gallons per year in accordance with Articles 9 and 13 of Chapter 82a of Kansas Statutes Annotated.

NOW THEREFORE, in consideration of the foregoing, the parties mutually agree as follows:

ARTICLE 1. DEFINITIONS

As used in this contract, unless the context otherwise requires:

(a) "Director" means the Director of the Kansas Water Office, successor, or designated representative.

(b) "Point of withdrawal from the reservoir" means the point at which water is taken from the reservoir by pump, siphon, canal or any other device; or released through a dam by gates, conduits, or any other

means.

(c) "Raw water" refers to the quality of the water at the point of withdrawal from the reservoir.

(d) "Reservoir" means Elk City Lake.

(e) "Year" means the twelve (12) month period beginning with a specified day and month of any year and continuing through the day preceding the same day and month of the next succeeding calendar year.

ARTICLE 2. TERM OF THE CONTRACT

The term of this contract shall be for a period of forty (40) years beginning on the date of execution of this contract or on any date not later than two (2) years after the date of execution, on whichever said date the Purchaser shall make the initial minimum payment and give the State forty-five (45) days written notice specifying the date of commencement of water usage. The Purchaser may commence using water at any time after the execution of this contract and prior to December 16, 1983.

ARTICLE 3. LEGISLATIVE DISAPPROVAL AND REVOCATION

This contract, any amendment hereto, or renewal thereof is subject to revocation by the Kansas Legislature as provided by K.S.A. 82a-1307, as amended.

ARTICLE 4. UNITED STATES APPROVAL

The Purchaser shall secure the right from the federal government to construct, modify, alter, and maintain installations and facilities when such installations and facilities are on federal lands. The Purchaser shall bear the cost of construction, modification, operation, and maintenance of Purchaser owned installations and facilities.

The Purchaser shall provide the State with proof of any easement

granted by the federal government for rights-of-way across, in, and upon federal government land required for intake, transmission of water, and necessary appurtenances.

ARTICLE 5. COMPLIANCE WITH KANSAS LAW

This contract is subject to such laws as may be applicable, including specifically but not by way of limitation, the State Water Planning Act, K.S.A. 82a-901 et seq., as amended; the State Water Plan, K.S.A. 82a-927 et seq., as amended; and the State Water Plan Storage Act, K.S.A. 82a-1301 et seq., as amended, and the Purchaser agrees to comply with such laws.

ARTICLE 6. QUANTITY OF WATER

During the term of this contract defined in Article 2, subject to the conditions herein stated, the State will permit the Purchaser to withdraw from the Elk City Lake not to exceed seventy-six billion (76,000,000,000) gallons of raw water; provided, however, that the State shall not be obligated to furnish more than one billion, nine hundred million (1,900,000,000) gallons of raw water in any one (1) year.

If the Purchaser in any year does not withdraw the entire amount obligated under terms of this article, the unused water shall not add to the Purchaser's entitlement in any subsequent year.

All water purchased under this contract shall be subject to the principle of beneficial use. In determining the amount of water to be included in this contract, allowances have been made to provide water for anticipated needs of the Purchaser. The State specifically retains the right to review the quantity and purpose for which water is used throughout the term of this contract. Whenever the State determines the water is not being used for beneficial purposes or the quantity contracted

is in excess of actual needs of the Purchaser, the State shall have the option to reduce the contract quantity and reduce the amount of the State's obligation to furnish raw water in any year.

Any reduction in the annual quantity of water to be supplied under the terms of this contract shall be accompanied by a reduction of the minimum annual payment specified in Article 9.

The following shall in part constitute satisfactory evidence that the Purchaser is developing a need for the total quantity of water as specified in this contract:

(a) Annual use of fifty percent (50%) or more of the total annual contract quantity during the first five years of the term of this contract as defined in Article 2, and

(b) Annual use of an additional ten percent (10%) or more of the total annual contract quantity by end of each subsequent five-year period during the term of this contract up to a maximum of one hundred percent (100%) of the total contract quantity by the thirtieth (30th) year of the term of this contract.

Any water rights acquired by the Purchaser after March 27, 1974, under the Kansas Water Appropriation Act, K.S.A. 82a-701 et seq., as amended, shall not be used by the Purchaser in lieu of any quantity of water obligated under terms of this water purchase contract.

ARTICLE 7. PRICE OF WATER

The Purchaser agrees to pay the State the sum of $0.07402 for each one thousand (1,000) gallons of raw water taken from the reservoir by or for the Purchaser through December 16, 1986; provided, however, that the

Purchaser is obligated and agrees to pay the State the minimum amount in accordance with Article 9 regardless of the quantity of raw water actually taken, except as provided in Article 13.

The Purchaser shall pay as specified in this article for all water received under terms of this contract up to the maximum quantity obligated by this contract. The Purchaser shall be entitled to receive without making payment therefor any water in excess of one billion, nine hundred million (1,900,000,000) gallons of raw water per year as allowed under the Kansas Water Appropriation Act. Any water received under the Kansas Water Appropriation Act shall not be counted against the Purchaser's annual water entitlement even though the Purchaser may have paid the State as if the water were received under this contract. In the event the Purchaser receives one billion, nine hundred million (1,900,000,000) gallons of water or less in any one year from combined use under this contract and any water rights having priority dates later than March 27, 1974, then the Purchaser shall pay the State regardless of the source of water, subject to the provisions of Article 13(c).

The State shall review the rate provided in this article, in compliance with K.S.A. 82a-1306(c), as amended, and shall determine the new rate which will become effective on the fifth (5th) anniversary of the execution of this contract and remain effective for the ensuing five (5) year period. This procedure shall be repeated at the end of each five (5) year period throughout the term of the contract. The State shall notify the Purchaser at least thirty (30) days prior to the effective date of the adjusted rate which will be in effect for the ensuing five (5) year period and shall notify the Purchaser of the adjusted minimum

annual payment which will be required under the terms and conditions of this contract. Failure to furnish such notification shall not relieve the Purchaser of the obligation to pay such adjusted rate.

ARTICLE 8. PURPOSE AND PLACE OF USE

Water purchased under this contract shall be used for municipal and industrial water supply within or in the vicinity of the City of Coffeyville, Montgomery County, Kansas, and the Purchaser agrees that all water purchased under this contract shall be subject to the principle of beneficial use. The Purchaser shall inform the State of any intention to sell in excess of one million (1,000,000) gallons of water per month purchased under this contract to any water user located outside the corporate limits of the City of Coffeyville. Whenever the Purchaser shall propose to enter into a contract to sell in excess of one million (1,000,000) gallons per month of water purchased under this contract to any such user located outside the corporate limits of the City of Coffeyville the Purchaser shall, before execution thereof, submit a copy of such contract to the State for review. The Purchaser agrees not to execute and enter into any such contract unless such contract is approved by the State. The notification and contract approval provisions of this article shall apply to sales of water in excess of the amount that is being sold at the time of execution of this contract. Other changes in the place of use shall be accomplished by submitting such information with the water withdrawal schedule required by Article 12.

ARTICLE 9. BILLING AND PAYMENT SCHEDULE

On the first day of commencement of the term of this contract as defined in Article 2 or within thirty (30) days thereafter, and on

each succeeding anniversary date or within thirty (30) days thereafter, the Purchaser shall pay to the State the minimum annual payment. This shall entitle the Purchaser, during the year, to receive one-half (1/2) of the maximum annual quantity of 1,900.0 million gallons as set forth in Article 6. The minimum annual payment shall be calculated by multiplying one-half (1/2) the annual quantity in thousands of gallons of raw water times the rate for each one thousand (1,000) gallons of raw water. The initial minimum annual payment shall be $70,319.00 and thereafter the Purchaser shall be notified in accordance with Article 7 of any adjustment in the minimum annual payment. Failure to furnish such notification shall not relieve the Purchaser of the obligation to pay such adjusted minimum annual payment.

Within thirty (30) days after the end of each year, the State will bill the Purchaser for water received during the preceeding year in excess of one-half (1/2) the maximum annual quantity of water as provided for under provisions of this contract, and the Purchaser shall make payment to the State for such water within thirty (30) days after date of billing by the State.

The amount of water taken at the point of withdrawal from the reservoir by or for the Purchaser shall be measured in accordance with provisions of Article 11.

If for reason of error in computation, measuring device malfunction or other causes, there is an overpayment or underpayment to the State by the Purchaser of the charges provided herein, such overpayment or underpayment shall be credited or debited, as the case may be, to the Purchaser's account for the next succeeding payment and the State shall

notify the Purchaser thereof in writing. However, all charges made in any year shall be conclusively presumed to be correct six (6) months after the end of such year.

In the event the Purchaser is unable in any contract year due to apportionment under Article 13 herein to withdraw one-half (1/2) the maximum annual quantity of 1,900.0 million gallons, the amount which the Purchaser is entitled to receive after payment of the minimum annual payment, the amount of such minimum annual payment in excess of the amount of water actually received by Purchaser shall be credited to reduce the obligation of the Purchaser during the next succeeding contract year.

If the Purchaser shall fail to make any of the payments when due, then the overdue payment, or any part thereof, shall bear interest compounded annually at the rate prescribed by K.S.A. 82a-1317 or as may be prescribed by amendments thereto during the term of the contract. This shall not be construed as giving the Purchaser the option of either making payment when due or paying interest, nor shall it be construed as waiving any of the rights of the State that might result from such default by the Purchaser.

Whenever the Purchaser is delinquent in payment for ninety (90) days, the State shall notify the Purchaser that water service will be stopped in thirty (30) days unless all outstanding payments plus interest are paid within such thirty (30) days, and that the contract may be terminated in accordance with Article 18.

The Purchaser shall transmit all payments due hereunder to the

Director.

ARTICLE 10. POINT OF WITHDRAWAL

The point of withdrawal from the reservoir shall be in the Southwest Quarter of the Southwest Quarter of the Northeast Quarter (SW 1/4 of the SW 1/4 of the NE 1/4) of Section 8, Township 32 South, Range 15 East, in Montgomery County, Kansas. Withdrawal of water from the reservoir will be through the 24-inch diameter water supply pipe provided in the structure or through other conduits available at the reservoir. The water will be released to the Elk River, a tributary of the Verdigris River, for delivery to the Purchaser at Purchaser's point of rediversion. Any reduction in quantity due to natural losses, e.g. evaporation, seepage, etc., shall be the responsibility of the Purchaser.

The Purchaser may use water withdrawn in accordance with the terms of the contract without obtaining a permit or water right under the Kansas Water Appropriation Act, K.S.A. 82a-701 et seq. Rights of the Purchaser under this contract shall be entitled to the same protection as any other vested property interest (including vested water rights, water appropriation rights, and approved applications for permit to appropriate water).

The point of rediversion shall be the Purchaser's water intake facility in the Verdigris River in the vicinity of Coffeyville, Kansas, near the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE 1/4 of the SW 1/4 of the NW 1/4) of Section 26, Township 34 South, Range 16 East, in Montgomery County, Kansas.

ARTICLE 11. METERING OF WATER

The Purchaser shall be responsible for measurement of releases made

from the reservoir for the Purchaser. If the Purchaser chooses not to install a commercial measuring device to measure releases from the reservoir, the actual quantities released shall be determined by the operating agency. The operating agency is the Tulsa District, U.S. Army Corps of Engineers, represented by the Project Manager or other persons designated by the District Engineer, U.S. Army Corps of Engineers.

The Purchaser shall at its own expense, furnish, install, operate and maintain at the place of diversion, a commercial measuring device as approved by the Director.

The Purchaser shall test and calibrate as accurately as possible such measuring device or devices whenever requested by the Director, but not more frequently than once every twelve (12) months. A measuring device shall be deemed to be accurate if test results fall within commercial accuracy.

The previous readings of any measuring device disclosed by test to be inaccurate shall be corrected for the three (3) months previous to such test or one-half (1/2) the period since the last test, whichever is shorter, in accordance with the percentage of inaccuracy found by such tests.

If any measuring device fails to register for any period, the amount of water furnished during such period shall be determined by the most accurate method agreed upon by the Director and the Purchaser.

The Purchaser shall read the measuring device on or before the last calendar day of each month, and shall send such reading to the Director within ten (10) days after it has been taken.

Representatives of the State shall, at all reasonable times, have access to the measuring device for the purpose of verifying all readings.

The State may measure releases by means of a rating curve at the point of withdrawal, or by other suitable means, as an auxilliary measuring device for calibration of the Purchaser's measuring device or to measure the amount of water furnished when the Purchaser's measuring device fails to register.

ARTICLE 12. WATER WITHDRAWAL SCHEDULE

The Purchaser shall notify the Director, in writing, of the date for the initial withdrawal of water at least forty-five (45) days prior to such withdrawal. At such time the Purchaser shall also notify the Director, in writing, of the amounts, times and rates of withdrawal of water required during the remainder of the calendar year in which such initial withdrawal is made. The Purchaser agrees to submit a water withdrawal schedule for each succeeding calendar year to the Director on or before November 1 of each year.

Such proposed water withdrawal schedule shall be approved or disapproved by the Director within thirty (30) days of the filing of such schedule, and subject to his or her approval, such schedule may be amended upon written request by the Purchaser. The Director shall not unreasonably disapprove or withhold his or her approval of the water withdrawal schedule.

The Purchaser's approved water delivery schedule shall govern the rate of withdrawal, provided the maximum daily rate does not exceed twelve million, (12,000,000) gallons. Whenever the Purchaser wishes to make a withdrawal of water provided under terms of this contract from

the reservoir other than as scheduled in the annual withdrawal plan, the Purchaser shall advise the Director at least two (2) working days prior to the time that such water is to be withdrawn from the reservoir. Such notice may be transmitted to the Director by oral communication, but the notice must be confirmed in writing within fifteen (15) days after the oral communication.

ARTICLE 13. CONTINUITY OF WATER SERVICE

(a) The State shall make all reasonable efforts to perfect and protect the water reservation right necessary for the satisfaction of the water supply commitment. In the event it becomes necessary for any reason to apportion the water among the persons having contracts therefor, or to temporarily discontinue the furnishing of water to such persons, the State will give each person an oral notice, followed by a written notice, of such action as far in advance as is reasonably practicable.

(b) The State shall not be responsible or have any legal liability for any insufficiency of water or the apportionment thereof, and the duty of the State to furnish water is specifically subject to the following conditions:

(1) If the total amount of waters contracted for withdrawal from the Elk City Lake in the next twelve (12) month period is greater than the supply available from the conservation water supply storage in that reservoir, which is deemed to be 5,968 million gallons per year during a drought having a two percent (2%) chance of occurrence in any one (1) year with the reservoir in operation, the State will apportion

the available waters among the purchasers having contracts therefor as may best provide for the health, safety, and general welfare of the people of this state as determined by the State.

(2) Approximately every ten (10) years, the State shall evaluate the effect of sediment deposits in the Elk City Lake, and if such evaluation indicates that the sediment deposits have reduced the yield, as defined in K.S.A. 82a-1305, as amended, and K.S.A. 82a-938, as amended, from the state conservation water supply storage space, the State will apportion yield among the persons having contracts in relation to the annual volume of all water contracted.

(3) If the United States temporarily discontinues or reduces water storage available to the State under its agreement with the United States for the purpose of inspection, investigation, maintenance, repair, or rehabilitation of the project or other reasons deemed necessary by the United States, the State will apportion the available water among the persons having contracts as determined by the State.

(4) If, because of an emergency, the State deems it necessary for the health, safety, and general welfare of the people of Kansas to reduce or terminate the withdrawal of water from the Elk City Lake, the State will apportion any available water among the persons having contracts therefor as may best provide for the health, safety, and general welfare of the people of Kansas.

(c) In the event the State finds it necessary to apportion the available water from Elk City Lake among the persons having contracts therefor, and such apportionment results in the Purchaser being unable during the year to receive the amount of water that has been purchased

by the minimum payment, the Purchaser shall pay the State only for the amount of water actually made available to the Purchaser during the year.

ARTICLE 14. LIABILITY

The State shall not be liable for any claim arising out of the control, carriage, handling, use, disposal, or distribution of water furnished to the Purchaser beyond the point of withdrawal as described in this contract except as provided in the Kansas Tort Claims Act, K.S.A. 1980 Supp. 75-6101 et seq.; and the Purchaser shall hold the State harmless on account of damage or claim of damage of any nature whatsoever arising out of or connected with the control, carriage, handling, use, disposal, or distribution of water beyond the point of withdrawal. Nothing in this Article shall be construed to impair any protection of the rights of the Purchaser as set forth in Article 10.

ARTICLE 15. AMENDMENT OR NULLIFICATION

The contract may be amended or nullified by written agreement of the parties, as provided in K.S.A. 82a-1316, but no such amendment shall change the price as stated in Article 7 or as subsequently adjusted by the State on the fifth (5) anniversary of the execution of the contract and on each fifth (5) anniversary thereafter. If the state acquires additional water supply storage in John Redmond Reservoir, this contract may be amended to change the point of sale from Council Grove Reservoir to John Redmond Reservoir.

ARTICLE 16. ASSIGNMENT OF CONTRACT

No assignment, sale, conveyance, or transfer of all or any part of this contract, or of interest therein, shall be valid unless and until

same is approved by the State under such reasonable terms and conditions as the State may impose.

Whenever the assignment, sale, conveyance, or transfer of all or any part of the water purchase contract involves a change in either the place of use or the purpose of use, the State shall have the option to cancel the water purchase contract or portion thereof and make the water available for purchase by persons who have filed applications in accordance with rules and regulations for administration of the State Water Plan Storage Act, K.S.A. 82a-1301 et seq., as amended.

ARTICLE 17. RENEWALS

The Purchaser, upon the expiration of this contract, shall have the right of first refusal to enter into a new contract under substantially the same terms, provided that the cost of water shall be at the rate adopted by the State for the year in which such renewal contract becomes effective and the amount of water to be purchased may be reduced due to sediment deposits in the Elk City Lake which may reduce the yield, as defined in K.S.A. 82a-1305, as amended, and K.S.A. 82a-938, as amended, from the state conservation water supply storage space; provided, however, that written notice of such intent to renew is given to the Director at least six (6) months prior to the expiration of the term of this contract.

ARTICLE 18. TERMINATION

In the event the Purchaser is unable to obtain, construct, or operate the necessary water treatment and distribution facilities, the Purchaser may terminate this contract upon giving the State thirty (30) days written notice of its intent to do so, and all rights and liabilities of the Purchaser hereunder shall cease. Provided, however, that nothing

in this article shall be construed to affect the duty of the Purchaser to pay the prorated share of the minimum annual charge for the year in which the contract is terminated or the actual charge for the quantity of water withdrawn, whichever is greater, before notice of termination is given.

In the event the Purchaser is unable or unwilling to pay the State the payments required under Article 9, the State may terminate this contract for such cause.

ARTICLE 19. SEVERABILITY

In the event any provisions of this agreement or any part of any provision of this agreement are held invalid by a court of competent jurisdiction, such invalidity shall not affect other terms hereof which can be given effect without the invalid provisions or portion of such provision, and to that end the terms of this agreement are intended to be severable.

James D. Barnett
Mayor
City of Coffeyville

Allyn O. Lockner
Director
Kansas Water Office

ATTEST:

Carolyn Ernzen
City Clerk
City of Coffeyville

Patrick J. Regan
Chairman
Kansas Water Authority

CITY OF COFFEYVILLE SEAL MONTGOMERY COUNTY

STATE OF KANSAS

Mike Hayden, Governor

KANSAS WATER OFFICE
Joseph F. Harkins
Director

Suite 200
109 SW Ninth
Topeka, Kansas 66612-1215

913-296-3185

October 23, 1987

Mr. Wyatt N. Irving
Director of Water and
Wastewater Utilities Department
City of Coffeyville
Box 498
Coffeyville, KS 67337

Dear Mr. Irving:

In response to your request of October 1, 1987, for deferment of monthly payments due under contract 81-5 until the Verdigris Basin Assurance District is formed, I cannot grant such a deferral. However, in accordance with Article 6 of contract 81-5 between the State of Kansas and the City of Coffeyville, I have reviewed the quantity of water contracted and determined the quantity is in excess of the actual needs of the City of Coffeyville. I am, therefore, reducing the quantity under contract to a maximum annual quantity of 300 million gallons per year effective with your upcoming billing cycle. The 300 million gallons should be adequate to supplement the city's water appropriation rights during a drought similar to that experienced in the 1950's. A billing based upon this reduced quantity will be sent to you in mid November.

I am enclosing an application to negotiate form which you requested from Mrs. Duvall at the recent drought exercise in Independence. We appreciate the active role you are taking in the formation of an assurance district in the Verdigris Basin and look forward to working out a water assurance management plan which will benefit the municipal and industrial water right holders in the basin.

If you have questions or comments regarding your water supply contract or the assurance program, please contact Terry Duvall or Tom Stiles of my staff.

Sincerely,

Joseph F. Harkins
Director

JFH:TD:sln
Enclosure
cc: Tom Stiles
Terry Duvall
Joel Wentz
Doyle Rahjes

KANSAS WATER OFFICE

WATER PURCHASE CONTRACT NO. 23-06

This contract is executed and entered into this _____ day of _____, 2023, by and between the State of Kansas, as represented by the Kansas Water Office (hereinafter referred to as the "State"), an authorized agency to enter such contracts for the State of Kansas and the City of Coffeyville, Montgomery County, Kansas, (hereinafter referred to as the "Purchaser").

RECITALS

WHEREAS, the Purchaser desires to purchase a supply of Raw Water for a municipal and industrial use to supplement its existing Water Rights during times of short supply; and

WHEREAS, the State has signed Agreements (Contract Nos. DACW56-76-C-0132 and DACW56-96-WS-0005) with the United States of America under the provisions of the Water Supply Act of 1958 (Title III, P.L. 85-500), for water supply storage space in the Reservoir; and

WHEREAS, the State has filed appropriate water reservation rights with priority dates of March 27, 1974 and December 15, 1994, authorizing it to divert and store water in the conservation storage water supply capacity in the Reservoir; and

WHEREAS, the Director is authorized by K.S.A. 74-2615, and by K.S.A. 82a-1305, to negotiate contracts for the sale of water from the conservation storage water supply capacity in the Reservoir committed to the State; and

WHEREAS, the Purchaser filed an appropriate application on December 28, 2022, with the State to negotiate the purchase of Raw Water from the Reservoir, in compliance with the State Water Plan Storage Act, K.S.A. 82a-1301, *et seq.*; and

WHEREAS, on December 28, 2022, the Purchaser provided a written notice requesting to enter into negotiations for a contract with the Director; and

WHEREAS, on January 25, 2023, the Authority granted permission to the Director to enter into negotiations with the Purchaser; and

WHEREAS, some of the Purchaser's immediate and projected water supply needs can be provided from the Reservoir; and

WHEREAS, the withdrawal of up to 500 million gallons of Raw Water annually from the Reservoir for use by the Purchaser is in the interest of the people of the State of Kansas and will advance the purposes set forth in Article 9 of Chapter 82a of Kansas Statutes Annotated; and

WHEREAS, the quantity of Raw Water from the Reservoir being negotiated does not exceed the yield capability from the conservation storage water supply capacity in the Reservoir that is available to the State for use under the water marketing program through a drought having a two percent chance of occurrence in any one year.

NOW, THEREFORE, in consideration of the foregoing, the Parties mutually agree as follows:

ARTICLE 1. DEFINITIONS

As used in this contract, unless the context otherwise requires:

a. "Authority" means the Kansas Water Authority, per K.S.A. 74-2622, or its successor.

b. "Contract Quantity" means the quantity of Raw Water from the State's conservation storage water supply capacity in the Reservoir as set out in Article 6, paragraph (a).

c. "Director" means the Director of the Kansas Water Office, his or her successor, or designated representative.

d. "Minimum Charge" means the annual payment set out in Article 7 paragraph (b).

e. "Party" or "Parties" means the State of Kansas, as represented by the Kansas Water Office, and the Purchaser.

f. “Point of withdrawal from the reservoir” means the point at which water is taken from the Reservoir by pump, siphon, canal, or any other device or released through the dam by gates, conduits, or any other means.

g. "Point of rediversion" means the point where released water is taken for beneficial use from the watercourse by which it is transported.

h. “Raw Water” refers to untreated water from the Reservoir.

i. “Reservoir” means Elk City Lake in Montgomery County, Kansas.

j. “Water Right” and “Water Rights” means vested and appropriation water rights established pursuant to the Kansas Water Appropriation Act, K.S.A. 82a-701, *et seq*.

ARTICLE 2. TERM OF THE CONTRACT

The term of this contract shall be for a period of ten (10) years beginning on December 17, 2023. The Purchaser may begin withdrawing Raw Water under this contract on December 17, 2023.

ARTICLE 3. LEGISLATIVE DISAPPROVAL AND REVOCATION

This contract, and all amendments and renewals, are subject to disapproval and revocation by the Kansas Legislature as provided in K.S.A. 82a-1307.

ARTICLE 4. UNITED STATES APPROVAL

a. Except when the Point of withdrawal from the reservoir is a release through the dam by gates or conduits owned and operated by the United States, the Purchaser shall secure the right from the United States to construct, modify, alter, or maintain installations and facilities at the Point of Withdrawal from the Reservoir as the Purchaser shall deem necessary to effectuate the terms of this contract when any such installations and facilities are on federal lands.

b. The Purchaser shall bear any and all costs of construction, modification, operation, and maintenance of Purchaser-owned, leased, or constructed installations and facilities.

c. The Purchaser shall provide the Director, upon written request, with proof of any easement granted by the United States for rights-of-way across, in, and upon federal land required for intake, transmission of Raw Water, and necessary appurtenances by and for the benefit of the Purchaser.

ARTICLE 5. COMPLIANCE WITH KANSAS STATUTES AND REGULATIONS

a. This contract is subject to all applicable federal and state statutes and regulations including specifically, but not by way of limitation, the Kansas Water Appropriation Act, K.S.A. 82a-701, *et seq.*; the State Water Resource Planning Act, K.S.A. 82a-901, *et seq.*; the State Water Plan, K.S.A. 82a-927, *et seq.*; and the State Water Plan Storage Act, K.S.A. 82a-1301, *et seq.* All references to statutes, rules, and regulations in this contract include any applicable amendments enacted after the execution of this contract.

b. The Parties agree to comply with all applicable statutes and regulations.

ARTICLE 6. QUANTITY OF WATER

a. Contract Quantity. During the term of this contract, defined in Article 2, and subject its conditions, the Purchaser is entitled to withdraw not more than 500 million gallons of Raw Water from the State's conservation storage water supply in the Reservoir during any one (1) calendar year. If the Purchaser does not withdraw the entire Contract Quantity in any calendar year, the unused amount of water shall not add to the Purchaser's entitlement during any subsequent year.

b. Review and Adjustment. The Director shall review the quantity and purposes for which water is used on the sixth anniversary of the execution of this contract and on each annual anniversary for the remaining portion of the term of this contract. The Director may adjust the total amount of water contracted for on the sixth anniversary of the execution of the contract and on each annual anniversary thereafter, if the Purchaser does not begin full payment for the water under contract and another water user is ready, willing, and able to contract for such water.

c. Water Rights. Any Water Rights acquired by the Purchaser after, and having priority dates later than the date of execution of this contract, and any water diverted pursuant to such rights, shall not be

used by the Purchaser to offset or reduce the Contract Quantity or the Purchaser's payment obligations, as provided in Article 9.

d. The Purchaser may redivert Raw Water withdrawn from the Reservoir in accordance with the terms of this contract without obtaining a permit or Water Right under the Kansas Water Appropriation Act. Rights of the Purchaser under this contract shall be entitled to the same protection as any other vested property interest including vested water rights, water appropriation rights, and approved applications for permit to appropriate water.

ARTICLE 7. PRICE OF WATER

a. Price. The Purchaser agrees to pay the State, at the rate set in accordance with K.S.A. 82a-1306, for each one thousand (1,000) gallons of Raw Water withdrawn or Raw Water which must be paid for under terms of this contract; provided, however, that the Purchaser is obligated and agrees to pay the Minimum Charge in accordance with this Article regardless of the quantity of Raw Water actually withdrawn, except as provided in Article 13. The rate for Raw Water which must be paid for under terms of this contract shall be $0.473 for each one thousand (1,000) gallons during calendar year 2023.

b. Minimum Charge. The Purchaser agrees to pay to the State a Minimum Charge whether or not water is withdrawn during any calendar year during the term of this contract. The Minimum Charge for each calendar year shall be determined as provided in K.S.A. 82a-1306. The Minimum Charge for calendar year 2023 and each succeeding calendar year shall be the sum of the following two components:

(1) fifty (50) percent of the Contract Quantity multiplied by the rate established in accordance with paragraph (a) of this Article or as adjusted in accordance with paragraph (c) of this Article; and

(2) a charge on the remaining fifty (50) percent of the Contracted Quantity computed by multiplying the net amount of moneys advanced from state funds for costs incurred and associated with that portion of the conservation storage water supply under the State Water Marketing Program by the average

rate of interest earned during the past calendar year by the Pooled Money Investment Board on thirty (30) day repurchase agreements.

c. Review and Adjustment of Rates. The Director shall review the rate stated in this Article by July 15 of each year during the term of this contract and, as provided in K.S.A. 82a-1306, may adjust the rate effective January 1 of the following year. Such adjusted rate shall be charged for all Raw Water withdrawn by the Purchaser or all Raw Water which must be paid for under terms of this contract. The Director shall notify the Purchaser in writing by July 31 of each year of the adjusted rate which will become effective on January 1 of the ensuing year. Failure to furnish such notification by July 31 shall not relieve the Purchaser of the obligation to pay such adjusted rate.

ARTICLE 8. PURPOSE AND PLACE OF USE

a. Purpose. Water purchased under this contract shall be used for purposes which are stated in the recitals.

b. Place of Use. The place of use for water purchased under this contract shall be within and in the immediate vicinity, as defined at K.A.R. 5-1-1(mm), of the City of Coffeyville, Kansas and immediate vicinity; the City of Dearing, Kansas and immediate vicinity; the City of Caney, Kansas and immediate vicinity; within the boundaries of Consolidated Rural Water District No. 1, Montgomery County, Kansas and immediate vicinity; within the boundaries of Consolidated Rural Water District No. 2, Montgomery County, Kansas and immediate vicinity; within the boundaries of Rural Water District No. 14, Montgomery County, Kansas and immediate vicinity; within the boundaries of Rural Water District No. 6, Labette County, Kansas and immediate vicinity; the City of South Coffeyville, Oklahoma, and immediate vicinity; and within the boundaries of Rural Water District No. 7, Nowata County, Oklahoma and immediate vicinity.

c. Approval of Change in Place of Use. The Purchaser shall inform the Director of any intention to sell any Raw Water under this contract to any person or entity located outside the place of use defined in paragraph (b) of this Article. Whenever the Purchaser shall propose to enter into a contract to

sell Raw Water purchased under this contract to any such person or entity outside the defined place of use, the Purchaser shall, before execution thereof, submit a copy of such contract to the Director for review by the Authority. The Purchaser agrees not to execute and enter into any such contracts unless approved by the Authority.

ARTICLE 9. BILLING AND PAYMENT SCHEDULE

a. Payments. Remittance of the Minimum Charge, as provided in Article 7 (b) and this Article shall be paid to the State in either one annual payment on or before the due date established in Article 9, or in equal monthly installments during the calendar year in which the Minimum Charge is due, whether or not water is withdrawn during the calendar year.

b. Determination of Charges. Charges for Raw Water for which payment is required shall be determined by the State in accordance with K.S.A. 82a-1308a. The Purchaser acknowledges and agrees that rate computations are subject to change, based on subsequent amendments to State statutes that may affect the terms of this contract.

c. Water Subject to Payment. The Purchaser shall pay as specified in this contract for all Raw Water withdrawn under terms of this contract up to the maximum quantity obligated by this contract (500 million gallons per year). In no event shall the Purchaser be permitted to withdraw more than the maximum of 500 million gallons in any one calendar year.

d. Initial Minimum Charge. The initial Minimum Charge shall become due within 30 days after the execution of this contract and will be calculated on the remainder of the calendar year. Payment of the initial Minimum Charge shall entitle the Purchaser to receive up to one-half (1/2) of the prorated maximum annual quantity of Raw Water in 2023 as set forth in Article 6, without additional charge.

e. Subsequent Minimum Charges. On each subsequent January 1st, the Minimum Charge shall be in accordance with paragraph (a) of this Article. Payment of the Minimum Charge shall entitle the

Purchaser to receive during the calendar year, without additional charge, one-half (1/2) of the maximum annual quantity obligated under terms of this contract.

f. Water in Excess of Minimum. Within thirty (30) days after the end of each calendar year during the term of this contract, the State shall bill the Purchaser for any Raw Water withdrawn during the calendar year in excess of the amount of Raw Water used to compute the Minimum Charge. The Purchaser shall be given credit for the proportionate share of the payment which was made as an interest charge on the net amount of monies advanced from the State General Fund for the costs incurred and associated with providing fifty (50) percent of the total annual amount of water contracted for purchase during that calendar year. Remittance for payments for Raw Water withdrawn in excess of the quantity used to calculate the Minimum Charge shall be paid to the State in full within thirty (30) days after receipt of a bill from the State.

g. Overpayment or Underpayment. If for reason of error in computation, measuring device malfunction, or other causes, there is an overpayment or underpayment to the State by the Purchaser of the charges required by this contract, such overpayment shall be reimbursed or underpayment shall be billed, as the case may be. The State shall notify the Purchaser thereof in writing. However, all charges made in any year shall be conclusively presumed to be correct six (6) months after the end of such year.

h. Adjustment for Apportionment. In the event the Purchaser is unable in any year to withdraw the quantity used to calculate the Minimum Charge due to an apportionment under paragraph (c) of Article 13, the amount of the Minimum Charge actually paid in excess of the charge for the amount of Raw Water actually withdrawn by Purchaser shall be credited to reduce the Minimum Charge obligation of the Purchaser for the subsequent calendar year.

i. Overdue Payments. If the Purchaser fails to make any of the payments when due, then the overdue payments shall bear interest, compounded annually at the rate prescribed in K.S.A. 82a-1317. This shall not be construed as giving the Purchaser the option of either making payments when due or paying

interest, nor shall it be construed as waiving any of the rights of the State that might result from such default by the Purchaser.

j. Payments. Any payments due and payable to the Kansas Water Office under the terms of this contract shall be transferred electronically under such arrangements as the Purchaser and the State determine or shall be sent to:

Kansas Water Office
Attention: Accounts Payable/Water Marketing
900 SW Jackson Street, Suite 404
Topeka, KS 66612

ARTICLE 10. POINT OF WITHDRAWAL AND REDIVERSION

a) The Point of withdrawal from the reservoir shall be at the release gates of Elk City Lake.

b) The Purchaser's Point of rediversion shall be the point of diversion in the Verdigris River authorized by the Purchaser's Water Rights located in the NE ¼ of the SW ¼ of the NW ¼ of Section 26, Township 34 South, Range 16 East, 3,700 feet North and 4,200 feet West of the Southeast Corner of said Section, in Montgomery County, Kansas.

ARTICLE 11. METERING OF WATER

a) The Purchaser shall, at its own expense, furnish, install, operate, and maintain a commercial measuring device at the Point of rediversion that complies with the Kansas Water Appropriation Act and the rules and regulations adopted by the Kansas Department of Agriculture, Division of Water Resources ("DWR").

b) The Purchaser shall test and calibrate all measuring devices upon installation and thereafter as necessary or whenever requested by the Director, but not more frequently than once every twelve (12) months. A measuring device that meets the standards set forth in DWR regulations shall be deemed to be accurate. Testing and calibration of measuring devices must comply with DWR regulations.

c) The previous readings of any measuring device disclosed by a test to be inaccurate shall be corrected for the three (3) months previous to such test or one-half (1/2) the period since the last test, whichever is shorter, in accordance with the percentage of inaccuracy found by such tests.

d) If any measuring device fails to register for any period, the amount of Raw Water furnished during such period shall be determined by the Director, in consultation with the Purchaser.

e) During the withdrawal of Raw Water the Purchaser shall, upon the Director's request, read the measuring device and send such readings to the Director on a weekly basis.

f) The Purchaser shall provide to the State monthly reports of all water diverted from any sources under authority of Water Rights acquired and subject to Article 6 paragraph (c).

g) Representatives of the State shall, at all reasonable times, have access to the measuring device for the purpose of verifying all readings.

h) The State may measure withdrawals by other suitable means to verify the accuracy of the Purchaser's measuring device or to measure the amount of rediverted Raw Water when the Purchaser's measuring device fails to register.

ARTICLE 12. WATER WITHDRAWAL

The Purchaser shall notify the Director prior to any withdrawal of Raw Water. At that time, the Purchaser shall provide such notification, in writing, of the estimated amounts, dates, and rates of withdrawal. In no event, during the term of this contract, shall the Purchaser withdraw Raw Water in excess of the maximum daily rate of 7 million gallons.

ARTICLE 13. CONTINUITY OF WATER SERVICE

a. The Director shall make all reasonable efforts to perfect and protect the water reservation rights necessary for the satisfaction of the State's water supply commitment. In the event it becomes necessary for any reason to apportion the water among all of the persons having contracts to purchase water from the conservation storage water supply capacity in the Reservoir, or to temporarily discontinue the

furnishing of water to such persons, the Director will give each person oral notice, followed by a written notice, of such action as far in advance as is reasonably practicable.

b. The Director, Kansas Water Office, and the Authority shall not be responsible for, or have any legal liability for any insufficiency of water, or for the apportionment thereof, and the duty of the Director, Kansas Water Office, and the Authority to furnish water is specifically subject to the following conditions:

(1) If the total amount of water contracted for withdrawal by all purchasers from the Reservoir in any year is greater than the supply available from the conservation storage water supply in the Reservoir, the Director, with the approval of the Authority, will apportion the available water among all the purchasers having contracts therefor, as may best provide for the health, safety, and general welfare of the people of Kansas as determined by the Authority.

(2) The Director shall evaluate the effect of sediment deposits in the Reservoir and, if such evaluation indicates that the sediment deposits have reduced the yield from the State's conservation storage water supply space, the Director will apportion available water among the persons having contracts to purchase water from the conservation storage water supply capacity in the Reservoir in relation to the annual volume of water contracted. If a reduction has been made and future calculations and/or experience proves an increased yield from the Reservoir, the Purchaser's Contract Quantity shall be increased proportionally up to the Contract Quantity.

(3) If the United States temporarily discontinues or reduces water storage available to the State in the Reservoir under the State's agreement with the United States of America for the purpose of inspection, investigation, maintenance, repair, or rehabilitation of the Reservoir or for other reasons deemed necessary by the United States of America, the Director will apportion the available water among the persons having contracts for water from the conservation storage water supply in the Reservoir as determined by the Director.

(4) If, because of an emergency, the Director deems it necessary for the health, safety, and general welfare of the people of Kansas to reduce or terminate the withdrawal of water from the Reservoir, the Director, with the approval of the Authority, will apportion any available water among the persons having contracts to purchase water from the conservation storage water supply in the Reservoir as may best provide for the health, safety, and general welfare of the people of Kansas.

c. In the event the Director finds it necessary to apportion the available water from the conservation storage water supply in the Reservoir among the persons having contracts therefore, and such apportionment results in the Purchaser being unable, during any year, to receive the amount of water that has been purchased by payment of the Minimum Charge, the Purchaser shall pay the State only for the amount of water actually made available to the Purchaser during the year.

ARTICLE 14. LIABILITY

a. The Parties acknowledge that this contract is for Raw Water from the conservation storage water supply in the Reservoir. The State, the Director, the Authority, or any employee, agent, or agency of the State of Kansas, makes no guarantee for, nor assumes any liability for any claim arising out of the control, carriage, handling, use, disposal, or distribution of water furnished to the Purchaser beyond the Point of withdrawal from the reservoir except as provided in the Kansas Tort Claims Act, K.S.A. 75-6101, *et seq*., and the Purchaser shall hold the State harmless on account of damage or claim of damage of any nature whatsoever arising out of or connected with the control, carriage, handling, use, disposal, or distribution of Raw Water beyond the Point of withdrawal from the reservoir. Nothing in this Article shall be construed to impair any protection of the rights of the Purchaser as set forth in Article 6.

b. In addition, neither the Director nor the Authority shall be liable for any claim by Purchaser arising out of the quality of the Raw Water in the Reservoir or at the Point of rediversion. The Purchaser shall hold the State, its agencies, employees, and agents harmless from or on account of any and all damage

to Purchaser of any nature whatsoever arising out of or connected with the quality of the Raw Water in the Reservoir, at the Point of withdrawal from the reservoir or at the Point of rediversion.

ARTICLE 15. AMENDMENT

The contract may be amended or nullified by written agreement of the Parties, as provided in K.S.A. 82a-1316.

ARTICLE 16. ASSIGNMENT OF CONTRACT

a. The Purchaser may not assign, sell, convey, or transfer all or any part of this contract, or any interest therein, unless and until the same is approved by the Director and the Authority pursuant to K.S.A. 82a-1316 and K.A.R. 98-5-5.

b. Whenever the assignment, sale, conveyance, or transfer of all or any part of this contract involves a change in either the place of use or the purpose of use, the Authority shall have the option to cancel the contract or portion thereof and make the water available for purchase by persons who have filed applications in accordance with rules and regulations for administration of the State Water Plan Storage Act, K.S.A. 82a-1301 *et seq*.

ARTICLE 17. RIGHT OF FIRST REFUSAL

As required by the provisions of K.S.A. 82a-1305(a), upon expiration of this contract, the Director shall give the Purchaser the first right of refusal to purchase any offering of the water previously purchased before offering the same to any other applicant under the provisions of K.S.A. 82a-1310a, *et seq*.

ARTICLE 19. WATER CONSERVATION PLAN

The Purchaser shall adopt and implement a water conservation plan, prepared in accordance with the guidelines developed and maintained by the Kansas Water Office.

ARTICLE 21. MISCELLANEOUS PROVISIONS

a. Severability. In the event any provisions of this contract, or any part of any provision of this contract, are held invalid by a court of competent jurisdiction, such invalidity shall not affect other terms

that can be given effect without the invalid provision or portion of such provision, and to that end the terms of this contract are intended to be severable.

b. Choice of Law, Jurisdiction, and Venue. Disputes arising out of this contract shall be determined under the laws of the State of Kansas, in the district courts of that state, sitting in Shawnee County, Kansas.

c. Kansas Contract Provisions Attachment. The provisions of Form DA-146a, which is attached, are hereby incorporated in this contract and made a part thereof by reference.

d. Headings. Headings used in this contract are informational and not to be considered persuasive or determinative of any clause or matter in dispute.

e. Merger. This contract contains the full understanding of the Parties with respect to the matters hereto and supersedes all prior agreements and understandings, whether written or oral, pertaining thereto, and may not be amended or modified except by a writing signed by both Parties.

IN WITNESS WHEREOF, the Parties affirm and acknowledge the terms and conditions agreed to above, and further affirm that they have the authority to bind the Parties by their signatures and have executed this contract as of the day and year first above written.

THE STATE OF KANSAS, BY:

_____
Connie Owen
Director, Kansas Water Office

WITH THE EXPRESS APPROVAL OF
THE KANSAS WATER AUTHORITY,
BY:

_____
Dawn Buehler
Chair, Kansas Water Authority

PURCHASER, BY:

_____
Ann Marie Vannoster, Mayor
City of Coffeyville, Montgomery County, Kansas

ATTEST:

_____
Melissa Carter, City Clerk
City of Coffeyville, Montgomery County, Kansas

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT A

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. 06-12), 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 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 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 to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (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) if it is determined that the contractor has violated applicable provisions of ADA, 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.

   Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

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.

CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	10/10/2023	
RESOLUTION OR ORDINANCE NUMBER	R-23-70	
AGENDA TITLE	Approve the intent to Amend the Neighborhood Revitalization Plan (NRP)	
REQUESTING DEPARTMENT	Engineering Services	
PRESENTER	Thomas Osborn- Director of Public Works/ Engineering Services	
FISCAL INFORMATION	**Cost as recommended:**	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	Approve the Intent to Amend the NRP, and set a date for the Public Hearing.	
BACKGROUND	The City approved a Neighborhood Revitalization Plan in 2021. In looking over our plan there have been some changes that we feel would assist in spurring economic growth in our community. In order to amend the plan, the Neighborhood Revitalization Act requires a public hearing to be conducted, regarding the proposal. The purpose of this Resolution is to convey the City Commission's intent to adopt a new plan and direct notice to be published, as required by the act. The act allows for rebates on the incremental increase of property tax revenues for new construction and rehabilitated properties, subject to the conditions set forth in the plan. The program does not erode the existing tax base and is designed to stimulate growth. If approved, the other taxing entities (USD 445, Coffeyville Community College and Montgomery County) will be asked to execute an interlocal agreement, approving the plan.	

SPECIAL NOTES	Amendment to include Downtown a 10 year -100% instead of the stepdown rates and the area highlighted in the included map.
ANALYSIS	
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends issuing the intent to amend the Neighborhood Revitalization Plan and set a Public Hearing on the plan for November 14th, 2023.
REFERENCE DOCUMENTS ATTACHED	Coffeyville NRP - Resolution Intent to Amend.docx; Neighborhood Revitalization 2023-Model.pdf;

RESOLUTION NO. R-23-70

A RESOLUTION OF INTENT TO ADOPT A FIRST AMENDMENT TO NEIGHBORHOOD REVITALIZATION PLAN AND SETTING A PUBLIC HEARING ON THE PROPOSAL.

WHEREAS, the City of Coffeyville may, pursuant to Kansas neighborhood revitalization act (K.S.A. 12-17,114 *et seq.*), adopt a plan to assist in the rehabilitation, conservation or redevelopment of certain designated structures in areas within the City, which meet the conditions provided in said law; and

WHEREAS, the City of Coffeyville adopted a neighborhood revitalization plan in 2021; and

WHEREAS, the City of Coffeyville desires to amend the plan in order to add a new area and revise the rebate amount applicable to the downtown area.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Coffeyville, Kansas, as follows:

1. The City Commission will consider the adoption of a First Amendment to Neighborhood Revitalization Plan pursuant to K.S.A. 12-17,114 *et seq.,* at a public hearing in the City Commission Room, 2nd Floor, City Hall Building, 102 W. 7th Street, Coffeyville, Kansas, on November 14th, 2023, at 6:30 P.M. The proposed First Amendment to Neighborhood Revitalization Plan and a description of the amended boundaries and terms are available for inspection during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, in the office of the City Engineer, City Hall, 102 W. 7th Street, Coffeyville, Kansas. At the conclusion of the hearing, the City Commission will consider findings necessary for the adoption of the proposed First Amendment to Neighborhood Revitalization Plan as provided for in the neighborhood revitalization act.

2. The City Manager, or his designee, shall cause a copy of this Resolution to be delivered to the other taxing entities within Montgomery County, Kansas.

3. The City Clerk shall cause this Resolution to be published in the official city newspaper at least once each week for two consecutive weeks prior to the hearing.

ADOPTED AND APPROVED by the City Commission of the City of Coffeyville, Kansas, on October 10th, 2023.

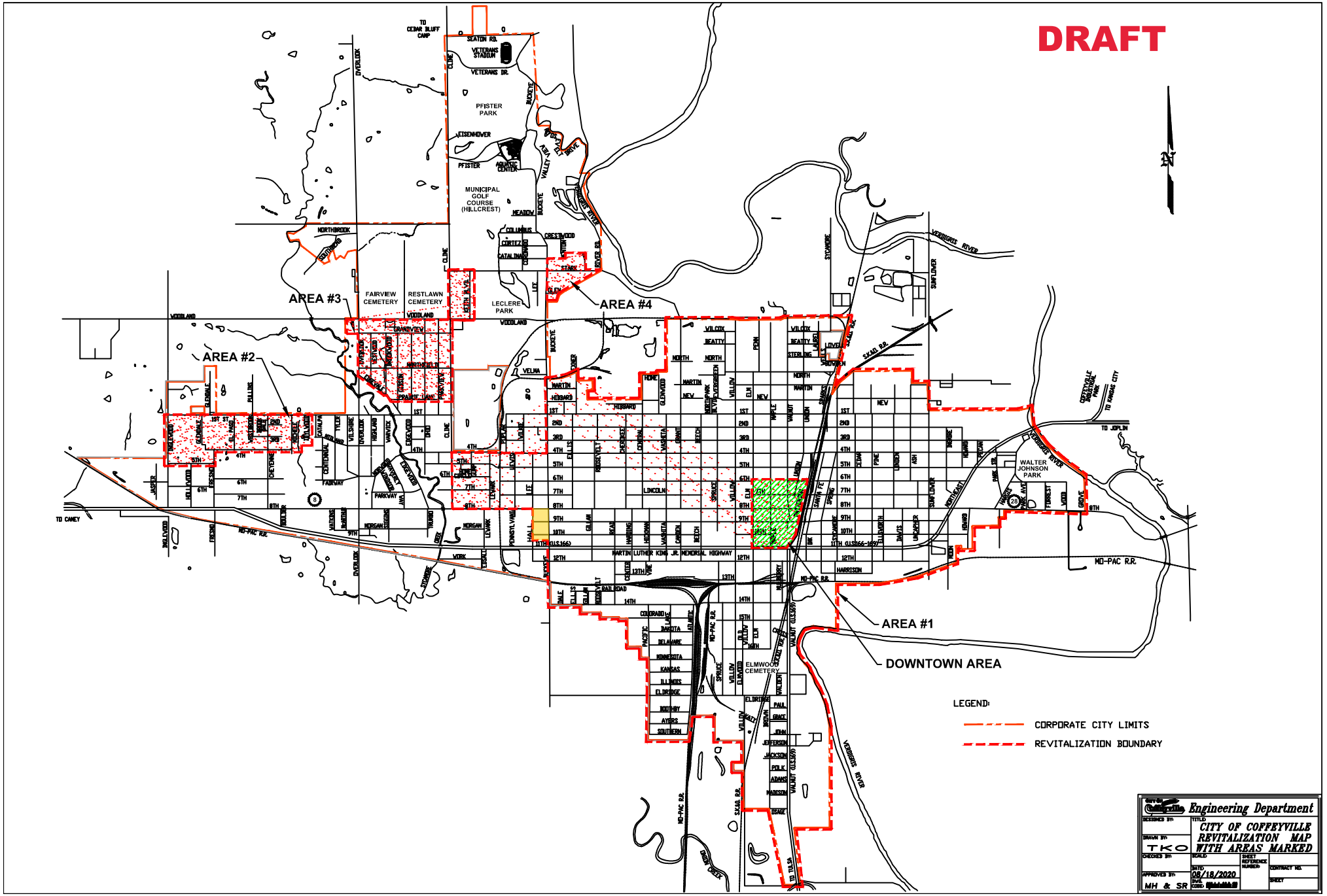
_____

Ann Marie Vannoster Mayor

Attest:

_____

Melissa Carter, City Clerk


DRAFT
AREA #1
AREA #2
AREA #3
AREA #4
DOWNTOWN AREA
LEGEND:
CORPORATE CITY LIMITS
REVITALIZATION BOUNDARY
Engineering Department
CITY OF COFFEYVILLE
REVITALIZATION MAP
WITH AREAS MARKED
TKO
MH & SR
05/18/2020
FAIRVIEW CEMETERY
RESTLAWN CEMETERY
LECLERE PARK
PFISTER PARK
MUNICIPAL GOLF COURSE (HILLCREST)
VETERANS STADIUM
WALTER JOHNSON PARK
ELMWOOD CEMETERY
MO-PAC R.R.
VERDIGRIS RIVER
MARTIN LUTHER KING JR. MEMORIAL HIGHWAY

CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	10-10-23	
RESOLUTION OR ORDINANCE NUMBER	R-23-71	
AGENDA TITLE	Approve Task order No.4 Project: Repaint runway 17/35	
REQUESTING DEPARTMENT	Airport	
PRESENTER	Jarrod Powers – Director of Airport Services	
FISCAL INFORMATION	**Cost as recommended:**	$25,500
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	[X] Yes [ ] No
PURPOSE	To approve airport grant application.	
BACKGROUND	On October 11-2022 I came before you asking for approval to apply for a KDOT grant to repaint runway 17/35 total project design 95% KDOT $19,000 5% sponsor $1,000 and construction 90% KDOT $245,000 10% sponsor $24,500	
SPECIAL NOTES		
ANALYSIS	If approved for 17/35 our local match would be $25,500	
PUBLIC INFORMATION PROCESS		
BOARD OR COMMISSION RECOMMENDATION		
STAFF RECOMMENDATION	Staff recommends authorization for Task Order No 4 agreement.	

REFERENCE DOCUMENTS ATTACHED	KDOT Agreement

RESOLUTION NO. R-23-71

A RESOLUTION TO APPROVE KDOT AGREEMENT FOR DESIGN AND REPAINT OF RUNWAY 17-35 AT THE COFFEYVILLE MUNICIPAL AIRPORT.

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.138-23 for design and repaint of runway 17-35. At the Coffeyville Municipal Airport. The grant is for reimbursement for 95% design and 90% construction from KDOT and city total of $25,500.

ADOPTED THIS 10th DAY OF OCTOBER, 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 remark Runway 17-35_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 remark Runway 17-35_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., PO BOX 1629, 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 $220,500.00.
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:

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

(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

_____
(Signature) (Date)

_____
(Print Name)

_____
(Title)

Kansas Department of Transportation

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

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)

Rev. 02/17/2015

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, it's 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 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.

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 remark and crack sealing of Runway 17-35 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 remark and crack sealing of Runway 17-35 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 $19,000.00.
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:

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

(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

(Signature) (Date)

(Print Name)

(Title)

Kansas Department of Transportation

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

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)

Rev. 02/17/2015

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, it's 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 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.

CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	10/10/2023	
RESOLUTION OR ORDINANCE NUMBER	R-23-72	
AGENDA TITLE	Technology Upgrades for PD	
REQUESTING DEPARTMENT	Technology Services	
PRESENTER	Chris Felix, Information Services Director	
	Cost as recommended:	Not to exceed $40,000
	Budget Line Item:	ARPA Funding for Public Safety
	Balance Available	
	New Appropriation Required:	[X] Yes [] No
PURPOSE	To upgrade computers, dispatch consoles, monitors, etc.	
BACKGROUND	The police department has roughly 20 computers that are in need of replacement. These are computers that aren't sufficient to run the newer operating systems, including Windows 11. Enterpol, which is PD's records software, will not be supporting operating system's older than Windows 11 before too long. We're also going to be replacing the dispatch consoles with faster computers to keep up with the many windows they have open now to dispatch. A 3rd dispatch workstation is also being requested so that we have a spare when the other 2 are being used. It also sets us up for the future if/when we hire additional dispatchers. This also will allow us to purchase panic strips for the rooms back in the jail area that were left out of the original building.	

SPECIAL NOTES	
ANALYSIS	Through the use of ARPA funds for public safety, we are able to make these purchases without causing a burden on the general fund or pull money from other capital equipment projects.
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends the commission authorize the not to exceed amount of $40,000 of ARPA funds to purchase upgrades for the police department.
REFERENCE DOCUMENTS ATTACHED	

RESOLUTION NO. R-23-72

A RESOLUTION TO AUTHORIZE THE USE OF ARPA FUNDS FOR PUBLIC SAFTEY TO PURCHASE TECHNOLOGY UPGRADES FOR THE COFFEYVILLE POLICE DEPARTMENT WITH A NOT TO EXCEED AMOUNT OF $40,000.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the City Commission authorize the use of ARPA funds to make necessary technology upgrades for the Coffeyville Police Department with an amount not to exceed $40,000.

ADOPTED THIS 10th DAY OF OCTOBER 2023.

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Ann Marie Vannoster, Mayor

ATTEST:

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Melissa Carter, City Clerk

City of Coffeyville
Hillcrest Golf Course
Monthly Reporting

	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	YTD 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	378	354	388	421	334	369	333		221		129		**3,156**	**3,402**	
Green Fee Rounds	93	75	125	67	184	209	302	305	392	310	406	504	299	440	335	501	297	463	346		124		73		**2,433**	**3,417**	
18-Hole:																											
Annual Pass Hold	114	85	130	77	168	175	327	155	278	117	347	184	315	205	277	200	282	191	195		106		50		**2,238**	**1,740**	
Green Fee Rounds	67	43	88	45	168	141	321	203	323	292	230	305	238	348	421	323	473	446	260		78		26		**2,329**	**2,510**	
Total Rounds Played	509	362	626	364	802	774	1316	1013	1391	977	1475	1377	1230	1347	1421	1445	1386	1469	1134		529		278		**10,156**	**11,069**	
# of Annual Passes:																											
Paid in Full	67	54	76	57	82	64	89	68	75	69	81	74	76	74	77	74	79	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	76	74	77	74	79	74	74		74		74			**74**	
# of New Annual Passes	15	1	6	6	6	4	5	4	7	1	6	5	2	0	1	0	2	0	0		0		0				
# 1/2 Cart Rentals	157	95	169	85	298	319	595	440	592	559	564	695	**492**	**670**	622	641	640	718	535		164		31			**4,952**	
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	$833.00	$1,005.25		$848.00	$767.00	$844.00	$572.00		$106.00		$53.75			**$6,391.00**	
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		71			**71**	
								0		0				-		-			-		-		-			**-**	-
Vacant	45	51	43	50	40	47	37	45	35	43	42	42	42	42	42	42	42	42	42		42		42			**42**	
City used cart she	27	27	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		140			**140**	