

**REGULAR COMMISSION MEETING AGENDA
TUESDAY, JUNE 10, 2014
6:30 P.M.**

- A. CALL TO ORDER** – Mayor Jim Falkner
- B. INVOCATION** – Mayor Jim Falkner
- C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**
- D. REVIEW OF AGENDA**
- E. CONSENT AGENDA ITEMS**
 - 1. Regular City Commission Meeting Minutes – Tuesday, May 27, 2014
 - 2. 2014 Appropriation Ordinance No. AO-14-10 – \$897,604.68
 - 3. Resolution No. R-14-43 – A Resolution to amend the bylaws of the Senior Citizens Activity Center Board changing the number of members from five to six.
- F. REGULAR AGENDA ITEMS
PUBLIC HEARING(s), SPECIAL PRESENTATION(s), & PROCLAMATION(s).**
- G. COMMENTS FROM THE PUBLIC**

The public is free to comment on items not listed on the agenda. Public participation is welcome and encouraged for all items on the agenda as the topics are discussed.
- H. OLD BUSINESS**
- I. NEW BUSINESS**
 - 1. Ordinance No. S-14-04 – First Reading of an Ordinance to issue industrial revenue bonds to Niel Hotel, LLC.
 - 2. Resolution No. R-14-44 – A Resolution to amend the Neighborhood Stabilization Program Action Plan.
 - 3. Resolution No. R-14-45 – A Resolution to execute an agreement with Sega, Inc., for engineering and field control services.
 - 4. Resolution No. R-14-46 – A Resolution to authorize two change orders for the 2014 Intersection and Drainage Project.
 - 5. Resolution No. R-14-47 – A Resolution to execute a construction agreement with Donelson Construction for street resurfacing.
 - 6. Resolution No. R-14-48 – A Resolution to submit to the electors a special question to impose a one-half percent city-wide retailers' sales tax for the purpose of financing general transportation improvements.
 - 7. Discussion on fiber to the home project.
 - 8. Comments from Commissioners and Staff

**REGULAR COMMISSION MEETING AGENDA
TUESDAY, JUNE 10, 2014**

2

J. EXECUTIVE SESSION(s)

K. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Property tax report
2. Police Department report
3. Building permit report

L. ADJOURN

REGULAR COMMISSION MEETING MINUTES
TUESDAY, MAY 27, 2014
6:30 P.M.

The Board of Commissioners met in Regular Session at 6:30 p.m. with Mayor Jim Falkner presiding.

Present:

MAYOR JIM FALKNER
COMMISSIONER DON EDWARDS
COMMISSIONER DAVID GEORGE
COMMISSIONER MARCUS KASTLER
COMMISSIONER CHRIS WILLIAMS

City Staff in attendance were:

CITY MANAGER GARY BRADLEY
CITY CLERK CINDY PRICE
CITY ATTORNEY PAUL KRITZ
IT DIRECTOR CHRIS FELIX
FIRE CHIEF JAMES GRIMMETT
POLICE CHIEF TONY CELESTE
PUBLIC WORKS DIRECTOR CHUCK SHIVELY
PUBLIC WORKS DEPUTY DIRECTOR JIM BRADSHAW
ENGINEERING SUPERINTENDENT SCOTT MASSMAN
ELECTRIC UTILITY DIRECTOR GENE RATZLAFF
ELECTRIC UTILITY DEPUTY DIRECTOR MIKE SHOOK
ENGINEERING TECH THOMAS OSBORN
ASSISTANT TO THE CITY MANAGER TRISH PURDON

A. CALL TO ORDER – Mayor Jim Falkner

B. INVOCATION – Pastor Mark Wilson, First Church of God

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

D. REVIEW OF AGENDA

E. CONSENT AGENDA ITEMS

1. Regular City Commission Meeting Minutes – Tuesday, May 13, 2014

2. 2014 Appropriation Ordinance No. AO-14-09 –

\$5,160,437.63

MOTION: Move to approve the consent agenda as presented.

ACTION: MOTION: GEORGE SECOND: WILLIAMS
ALL AYE

REGULAR AGENDA ITEMS

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

1. Presentation by Safehouse.

- Rebecca Brubaker, Safehouse, provided an overview of Safehouse stating they have been in existence since 1979 and cover seven counties in southeast Kansas. They serve approximately 800 clients per year.

4. Resolution No. R-14-40 – A Resolution to execute an Engineering Services Continuation Agreement with Allgeier, Martin & Associates.

- Engineering Superintendent Scott Massman recommended the general civil engineering services agreement with Allgeier, Martin & Associates be modified to include the 2014 rate schedule.

MOTION: Move to approve Resolution No. R-14-40 for adoption.

ACTION: MOTION: FALKNER SECOND: WILLIAMS
ALL AYE; EXCEPT EDWARDS WHO VOTED NO.

5. Resolution No. R-14-41 – A Resolution to execute a 2014 Federal Aid Statewide Bridge Inspection Master Agreement with the Kansas Department of Transportation.

- Engineering Superintendent Scott Massman stated the Kansas Department of Transportation has established new bridge inspection standards for the City of Coffeyville for the safety of the traveling public. The City currently has four bridges which are now inspected annually. The bridges are located on West 8th Street, First and Overlook, West 1st Street and West 4th Street.

MOTION: Move to approve Resolution No. R-14-41 for adoption.

ACTION: MOTION: GEORGE SECOND: KASTLER
ALL AYE

6. Resolution No. R-14-42 – A Resolution to approve the 2015-2019 Capital Improvement Plan.

- Public Works Director Chuck Shively reviewed the 2015-2019 Capital Improvement Plan.

MOTION: Move to approve Resolution No. R-14-42 for adoption.

ACTION: MOTION: EDWARDS SECOND: GEORGE
ALL AYE

7. Discussion on volleyball court at Aquatic Center.

- Commissioner Kastler stated while the volleyball court may not be feasible at the Aquatic Center, he is interested in having one installed at the park.

8. Comments from Commissioners and Staff

- Finance Director Stephanie Richardson reported the Customer Service Office will be closed May 29 and 30 to move to the temporary location at 1401 West 8th Street.
- Fire Chief James Grimmatt reported there were a record 644 vehicles participating in Clean Up Day. Discussion was held on the need to curb non residents from bringing their stuff and also the need for more volunteers.
- City Manager Bradley stated the Capital Improvement Plan included a five-year street program which is currently being financed from sales tax. One of the half-cent sales taxes is expiring in March of 2015, and he is recommending it be placed on the ballot in August. Commissioners concurred; a resolution with the ballot question will be presented to Commissioners in June.

- Commissioners Edwards requested a map showing all of the uncontrolled intersections; he wants to get to the point where there are no such intersections.

J. EXECUTIVE SESSION(s)

MOTION: Move to recess to executive session for discussion of non-elected personnel to reconvene on or before 9:05 p.m.

ACTION: MOTION: FALKNER SECOND: EDWARDS
ALL AYE

Time the meeting was reconvened: 9:05 p.m.
No action was taken as a result of the Executive Session.

MOTION: Move to recess to executive session for discussion of non-elected personnel to reconvene on or before 9:30 p.m.

ACTION: MOTION: FALKNER SECOND: EDWARDS
ALL AYE

Time the meeting was reconvened: 9:25 p.m.
No action was taken as a result of the Executive Session.

K. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Sales tax report
2. Library minutes

L. ADJOURN

MOTION: Move to adjourn.

ACTION: MOTION: EDWARDS SECOND: GEORGE
ALL AYE

Time the meeting was adjourned: 9:25 p.m.

Date the minutes were approved: _____

Cindy Price, City Clerk

**City of Coffeyville
Department Codings**

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

City of Coffeyville
Payroll Distribution Summary
AO-14-10

<u>Type</u>	<u>Date</u>	<u>Amount</u>
Bi-Weekly	May 25, 2014	\$ 382,569.42
	Total Payroll	\$ 382,569.42

PACKET: 02340 AO-14-10 6/10/14 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-50109	911	CUSTOM, LLC				

I-6005		AMBER STROBE LIGHT	282.95			
4/08/2014	AP	DUE: 4/08/2014 DISC: 4/08/2014		1099: N		
		AMBER STROBE LIGHT		010 5-163-590	VEHICLE-EQUIP SUPPLIES	282.95
		PROJ: V -1069 VEHICLE			PS - 1993 IH4900 2 TON DUMP	
		=== VENDOR TOTALS ===	282.95			
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01-50048	ABC	TIRE, LLC				

I-42418		TIRE DISPOSAL	2,500.00			
5/17/2014	AP	DUE: 5/17/2014 DISC: 5/17/2014		1099: N		
		TIRE DISPOSAL		700 5-000-424	CONTRACTURAL AGREEMNTS	2,500.00
		PROJ: 151-4 SEMI-ANNUAL CLEANUPS			CONTRACTUAL SERVICES	
		=== VENDOR TOTALS ===	2,500.00			
=====						

01-50105	ACTION	COMMUNICATIONS				

I-8293		RADIO FOR CUSTOMER SERVICE	610.00			
5/09/2014	AP	DUE: 5/09/2014 DISC: 5/09/2014		1099: N		
		RADIO FOR CUSTOMER SERVICE		520 5-350-810	COMM EQUIP	610.00
		PROJ: STI-CITYHALL SALES TAX-CAPITAL IMPROV			CITY HALL IMPROVEMENTS	
		=== VENDOR TOTALS ===	610.00			
=====						

01-50293	ALICE	TRAINING INSTITUTE, LLC				

I-3951		TRAINING COURSE RGSTRN X 2	990.00			
5/22/2014	AP	DUE: 5/22/2014 DISC: 5/22/2014		1099: N		
		TRNG COURSE RGSTN-BRADLEY		010 5-023-428	CONFERENCES-SCHOOLS	495.00
		TRNG COURSE RGSTN-RUTHERFORD		010 5-023-428	CONFERENCES-SCHOOLS	495.00
		=== VENDOR TOTALS ===	990.00			
=====						

01-50296	ALL MY	SONS MOVING & STORAGE O				

I-8987		CUSTOMER SERVICE RELOCATION	1,138.98			
5/30/2014	AP	MANUAL CK# 003599 5/30/2014		1099: N		
		CUSTOMER SERVICE RELOCATION		520 5-350-478	PROFESSIONAL SERVICES	1,138.98
		PROJ: STI-CITYHALL SALES TAX-CAPITAL IMPROV			CITY HALL IMPROVEMENTS	
		=== VENDOR TOTALS ===	1,138.98			
=====						

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-50297	ALL PRO GOLF BALL COMPANY					
I-1452		GOLF BALL X 2400	720.00			
5/09/2014	AP	DUE: 5/09/2014 DISC: 5/09/2014		1099: N		
		GOLF BALL X 2400		370 5-000-508	PRO SHOP SUPPLIES	720.00
		=== VENDOR TOTALS ===	720.00			
=====						
01-50299	ALL SEASON LAWN & LANDSCAPE					
I-1501-1503		WEED LOT MOWING THRU 5/24/14	1,033.00			
5/24/2014	AP	DUE: 5/24/2014 DISC: 5/24/2014		1099: N		
		WEED LOT MOWING THRU 5/24/14		700 5-000-424	CONTRACTURAL AGREEMNTS	1,033.00
I-1504		5/17/14 AIRPORT MOWING	686.00			
5/17/2014	AP	DUE: 5/17/2014 DISC: 5/17/2014		1099: N		
		5/17/14 AIRPORT MOWING		360 5-000-478	PROF/PROJECT SERVICES	686.00
I-1505 - 1506		WEED LOT MOWING THRU 5/29/14	602.00			
5/29/2014	AP	DUE: 5/29/2014 DISC: 5/29/2014		1099: N		
		WEED LOT MOWING THRU 5/29/14		700 5-000-424	CONTRACTURAL AGREEMNTS	602.00
I-1509		5/29/14 AIRPORT MOWING	686.00			
5/29/2014	AP	DUE: 5/29/2014 DISC: 5/29/2014		1099: N		
		5/29/14 AIRPORT MOWING		360 5-000-478	PROF/PROJECT SERVICES	686.00
		=== VENDOR TOTALS ===	3,007.00			
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01-50300	ALLGEIER, MARTIN & ASSOCIATES,					
I-72020306B-1		4/14 166/BUCKEYE/8TH SERVICES	2,547.50			
5/13/2014	AP	DUE: 6/12/2014 DISC: 6/12/2014		1099: N		
		4/14 166/BUCKEYE/8TH SERVICES		520 5-000-868	STREET IMPROVEMENTS	2,547.50
		PROJ: KLK-14 KLINK KLINK PROJECTS			2014 KLINK-166-BUCKEYE-WALNUT	
I-COFF6113414		4/14 SANTA FE REBUILD	1,364.00			
5/15/2014	AP	DUE: 6/14/2014 DISC: 6/14/2014		1099: N		
		4/14 SANTA FE REBUILD		810 5-020-478	PROF/PROJECT SERVICES	1,364.00
		PROJ: ELE-SANTA FE ELECTRIC PROJECTS			SANTA FE DISTRIBUTION LINE	
I-COFF7200213-7		4/14 INTERSECTION, DRAINAGE	1,888.00			
5/13/2014	AP	DUE: 6/12/2014 DISC: 6/12/2014		1099: N		
		4/14 INTERSECTION, DRAINAGE		520 5-220-478	PROF/PROJECT SERVICES	1,888.00
		PROJ: STS-2014INTE SALES TAX - RES. STREETS			2014 INTERSECTION IMPROVEMENTS	
		=== VENDOR TOTALS ===	5,799.50			

PACKET: 02340 AO-14-10 6/10/14 PAYABLE

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-50551	APRIL D. HUDSON, RMR					
I-42400		COURT TRANSCRIPT 2014CV1-I	424.00			
5/23/2014	AP	DUE: 5/23/2014 DISC: 5/23/2014		1099: N		
		COURT TRANSCRIPT 2014CV1-I		230 5-000-478	PROFESSIONAL SERVICES	424.00
		=== VENDOR TOTALS ===	424.00			
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01-00178	AQUATIC CENTER PETTY CASH					
I-201406030771		2014 START UP FUNDS	585.00			
5/21/2014	AP	MANUAL CK# 003596 5/21/2014		1099: N		
		2014 START UP FUNDS-PETTY CASH		999 0-130.46	PETTY CASH - AQUATIC CNT	250.00
		2014 START UP FUNDS-REGISTERS		999 0-140.46	WORKING CASH- AQUATIC CN	335.00
I-201406030772		GOGGLES, BEACH BALLS	38.20			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		GOGGLES, BEACH BALLS		450 5-000-507	CONCESSIONS	38.20
I-201406040790		GOGGLES	38.20			
5/31/2014	AP	DUE: 6/30/2014 DISC: 6/30/2014		1099: N		
		GOGGLES		450 5-000-507	CONCESSIONS	38.20
		=== VENDOR TOTALS ===	661.40			
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01-50584	ARLAN COMPANY, INC.					
I-6234		REPLACEMENT CHLORINATOR	439.95			
5/14/2014	AP	DUE: 5/14/2014 DISC: 5/14/2014		1099: N		
		REPLACEMENT CHLORINATOR		450 5-000-850	OTHER EQUIP	439.95
I-6252		POOL LIFT CHAIR CAP, COLLAR	153.30			
5/14/2014	AP	DUE: 5/14/2014 DISC: 5/14/2014		1099: N		
		POOL LIFT CHAIR CAP, COLLAR		450 5-000-620	EQUIPMENT MAINTENANCE	153.30
		PROJ: ADA-GENERAL ADA COMPLIANCE PROJECTS			GENERAL CONSTRUCTION PROJECTS	
I-6253		25# PAIL OF SHOCK	380.39			
5/14/2014	AP	DUE: 5/14/2014 DISC: 5/14/2014		1099: N		
		25# PAIL OF SHOCK		450 5-000-525	DRUGS & CHEMICALS	380.39
		=== VENDOR TOTALS ===	973.64			
=====						
01-50670	ASPLUNDH TREE EXPERT COMPANY					
I-64Q98114		TREE TRIMMING THRU 5/17/14	3,276.00			
5/23/2014	AP	DUE: 5/23/2014 DISC: 5/23/2014		1099: N		
		TREE TRIMMING THRU 5/17/14		800 5-020-424	CONTRACTURAL AGREEMNTS	3,276.00

PACKET: 02340 AO-14-10 6/10/14 PAYABLE

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-50670	ASPLUNDH TREE EXPERT COMPANY	(** CONTINUED **)				
I-65F05114		TREE TRIMMING THRU 5/24/14	3,276.00			
5/30/2014	AP	DUE: 5/30/2014 DISC: 5/30/2014		1099: N		
		TREE TRIMMING THRU 5/24/14		800 5-020-424	CONTRACTURAL AGREEMNTS	3,276.00
		=== VENDOR TOTALS ===	6,552.00			
=====						
01-59780	AT&T					
I-201406030773		PLEXAR LINES	552.35			
5/15/2014	AP	DUE: 6/14/2014 DISC: 6/14/2014		1099: N		
		PLEXAR LINES		670 5-000-416	COMMUNICATIONS	340.34
		PLEXAR LINES		900 5-027-416	COMMUNICATIONS	76.12
		PLEXAR LINES		370 5-000-416	COMMUNICATIONS	23.74
		PLEXAR LINES		450 5-000-416	COMMUNICATIONS	29.81
		PLEXAR LINES		900 5-036-416	COMMUNICATIONS	23.74
		PLEXAR LINES		010 5-131-416	COMMUNICATIONS	17.43
		PLEXAR LINES		360 5-000-416	COMMUNICATIONS	23.74
		PLEXAR LINES		800 5-040-416	COMMUNICATIONS	17.43
I-201406030774		PRIMARY RATE INTERFACE LINES	1,130.88			
5/15/2014	AP	DUE: 6/14/2014 DISC: 6/14/2014		1099: N		
		PRIMARY RATE INTERFACE LINES		010 5-131-416	COMMUNICATIONS	610.68
		PRIMARY RATE INTERFACE LINES		900 5-046-416	COMMUNICATIONS	22.62
		PRIMARY RATE INTERFACE LINES		800 5-040-416	COMMUNICATIONS	327.96
		PRIMARY RATE INTERFACE LINES		760 5-000-416	COMMUNICATIONS	11.31
		PRIMARY RATE INTERFACE LINES		370 5-000-416	COMMUNICATIONS	33.93
		PRIMARY RATE INTERFACE LINES		900 5-037-416	COMMUNICATIONS	45.24
		PRIMARY RATE INTERFACE LINES		720 5-000-416	COMMUNICATIONS	22.62
		PRIMARY RATE INTERFACE LINES		900 5-036-416	COMMUNICATIONS	33.93
		PRIMARY RATE INTERFACE LINES		900 5-026-416	COMMUNICATIONS	22.59
		=== VENDOR TOTALS ===	1,683.23			
=====						
01-03870	ATMOS ENERGY CORPORATION					
I-201406030775		612 SPRING	263.92			
5/19/2014	AP	DUE: 6/18/2014 DISC: 6/18/2014		1099: N		
		612 SPRING-ED 40%		800 5-020-494	UTILITIES	105.57
		612 SPRING-PP 60%		800 5-030-494	UTILITIES	158.35
I-201406030776		312 EAST 7TH	46.30			
5/20/2014	AP	DUE: 6/19/2014 DISC: 6/19/2014		1099: N		
		312 EAST 7TH		800 5-020-494	UTILITIES	46.30
I-201406030777		AIRPORT MAINTENANCE SHOP	58.17			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		AIRPORT MAINTENANCE SHOP		360 5-000-494	UTILITIES	58.17

PACKET: 02340 AO-14-10 6/10/14 PAYABLE

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03870	ATMOS ENERGY CORPORATION	(** CONTINUED **)				
I-201406030778		AQUATIC CENTER	42.42			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		AQUATIC CENTER		450 5-000-494	UTILITIES	42.42
I-201406030779		FIRE DEPARTMENT	136.55			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		FIRE DEPARTMENT		010 5-041-494	UTILITIES	136.55
I-201406030780		HILLCREST GOLF COURSE	62.71			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		HILLCREST GOLF COURSE		370 5-000-494	UTILITIES	62.71
I-201406030781		NORTH RIVER ROAD	302.13			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		N RIVER ROAD - 1/2 PUB SVC		010 5-161-494	UTILITIES	151.07
		N RIVER ROAD - 1/2 WATER		900 5-026-494	UTILITIES	151.06
I-201406030782		PUMP STATION	42.42			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		PUMP STATION		900 5-036-494	UTILITIES	42.42
I-201406030783		RON STEVENSON BUILDING	74.07			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		RON STEVENSON BUILDING		010 5-161-494	UTILITIES	74.07
I-201406030784		YOUTH ACTIVITY CENTER	231.51			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		YOUTH ACTIVITY CENTER		140 5-134-494	UTILITIES	231.51
I-201406030785		WALTER JOHNSON PARK RSTRMS	210.42			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		WALTER JOHNSON PARK RSTRMS		010 5-161-494	UTILITIES	210.42
I-201406030786		WASTEWATER TREATMENT PLANT	407.61			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		WASTEWATER TREATMENT PLANT		900 5-037-494	UTILITIES	407.61
I-201406030787		1109 WEST 1ST	22.40			
5/29/2014	AP	DUE: 6/28/2014 DISC: 6/28/2014		1099: N		
		1109 WEST 1ST		010 5-072-494	UTILITIES	22.40
		PROJ: CHR-004 CVILLE HOUSING REHAB PROG			1109 W 1ST STREET	
I-201406030788		1321 HIBBARD	23.21			
5/27/2014	AP	DUE: 6/26/2014 DISC: 6/26/2014		1099: N		
		1321 HIBBARD		010 5-072-494	UTILITIES	23.21
		PROJ: CHR-007 CVILLE HOUSING REHAB PROG			1321 HIBBARD	

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03870	ATMOS ENERGY CORPORATION	(** CONTINUED **)				
I-201406030789		806 WEST 1ST	21.59			
5/29/2014	AP	DUE: 6/28/2014 DISC: 6/28/2014		1099: N		
		806 WEST 1ST		010 5-072-494	UTILITIES	21.59
		PROJ: CHR-002 CVILLE HOUSING REHAB PROG			806 W 1ST STREET	
=== VENDOR TOTALS ===			1,945.43			
=====						

01-00197 B. G. & SONS

I-201406040791		CITY LOT MOWING THRU 5/23/14	1,450.00			
5/23/2014	AP	DUE: 5/23/2014 DISC: 5/23/2014		1099: N		
		CITY LOT MOWING THRU 5/23/14		010 5-045-424	CONTRACTUAL AGREEMENTS	1,390.00
		MOW 806 W 1ST		420 5-925-478	PROFESSIONAL SERVICES	10.00
		PROJ: CHR-002 CVILLE HOUSING REHAB PROG			806 W 1ST STREET	
		MOW 1109 W 1ST		420 5-925-478	PROFESSIONAL SERVICES	10.00
		PROJ: CHR-004 CVILLE HOUSING REHAB PROG			1109 W 1ST STREET	
		MOW 1321 HIBBARD		420 5-925-478	PROFESSIONAL SERVICES	10.00
		PROJ: CHR-007 CVILLE HOUSING REHAB PROG			1321 HIBBARD	
		MOW 503 CENTENNIAL		420 5-925-478	PROFESSIONAL SERVICES	10.00
		PROJ: CHR-009 CVILLE HOUSING REHAB PROG			503 CENTENNIAL	
		MOW 602 W 4TH		420 5-924-478	PROFESSIONAL SERVICES	10.00
		PROJ: NSP-003 NSP GRANT			602 W 4TH	
		MOW 1006 W 5TH		420 5-924-478	PROFESSIONAL SERVICES	10.00
		PROJ: NSP-004 NSP GRANT			1006 W 5TH	
=== VENDOR TOTALS ===			1,450.00			
=====						

01-02050 BARTLETT COOP ASSOCIATION

I-16460		DIESEL FOR CITY HALL GENERATO	134.46			
5/12/2014	AP	DUE: 6/11/2014 DISC: 6/11/2014		1099: N		
		DIESEL FOR CITY HALL GENERATOR		010 5-091-620	EQUIPMENT MAINTENANCE	134.46
I-36729		BOTTLE PROPANE FOR GRILL	19.20			
5/28/2014	AP	DUE: 6/27/2014 DISC: 6/27/2014		1099: N		
		BOTTLE PROPANE FOR GRILL		450 5-000-525	DRUGS & CHEMICALS	19.20
=== VENDOR TOTALS ===			153.66			
=====						

01-51110 BERRY TRACTOR AND EQUIPMENT CO

I-01029939		TUBE, ELBOW ASSY X 2	142.38			
5/20/2014	AP	DUE: 6/19/2014 DISC: 6/19/2014		1099: N		
		TUBE, ELBOW ASSY X 2		010 5-163-620	EQUIPMENT MAINTENANCE	142.38
		PROJ: E -1306 EQUIPMENT			W/WW 2006 KOMATSU EXCAVATOR	
=== VENDOR TOTALS ===			142.38			

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00336	BLAKE'S LUBE CENTER					
I-20141799		OIL CHANGE	96.00			
5/27/2014	AP	DUE: 6/26/2014 DISC: 6/26/2014		1099: N		
		OIL CHANGE		800 5-020-545	MOTOR FUELS & LUB	96.00
		PROJ: V -1392 VEHICLE			ED-2013 FORD F250 4 X 4 TRUCK	
		=== VENDOR TOTALS ===	96.00			
=====						
01-03101	BRIAN TWITCHELL					
I-201406050815		REIMBURE UNIFORM ALTERATIONS	10.92			
5/30/2014	AP	DUE: 5/30/2014 DISC: 5/30/2014		1099: N		
		REIMBURE UNIFORM ALTERATIONS		010 5-023-515	CLOTHING	10.92
		=== VENDOR TOTALS ===	10.92			
=====						
01-51335	BRYANT REFRACTORY COMPANY, INC					
I-33831		CAULK TUBES X 3-BLR #5 REPAIR	53.85			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		CAULK TUBES X 3-BLR #5 REPAIR		800 5-030-620	EQUIPMENT MAINTENANCE	53.85
		=== VENDOR TOTALS ===	53.85			
=====						
01-51450	BWI - SPRINGFIELD, MO.					
I-12260665		FERTILIZER, FUNGICIDE	1,210.48			
5/22/2014	AP	DUE: 5/22/2014 DISC: 5/22/2014		1099: N		
		FERTILIZER, FUNGICIDE		370 5-000-525	DRUGS, CHEMICALS & SEED	1,210.48
I-12453007		HERBICIDE, TANK CLEANER	280.50			
5/22/2014	AP	DUE: 5/22/2014 DISC: 5/22/2014		1099: N		
		HERBICIDE, TANK CLEANER		370 5-000-525	DRUGS, CHEMICALS & SEED	280.50
		=== VENDOR TOTALS ===	1,490.98			
=====						
01-00590	CARTER AUTOMOTIVE WAREHOUSE					
C-138026/1		RETURN BRAKES, CORE CREDITS	333.52CR			
5/30/2014	AP	DUE: 5/30/2014 DISC: 5/30/2014		1099: N		
		RETURN BRAKES, CORE CREDITS		800 5-020-680	VEHICLE-PARTS	333.52CR
I-110863/1		SERVICE BULB X 8	5.36			
4/17/2014	AP	DUE: 5/17/2014 DISC: 5/17/2014		1099: N		
		SERVICE BULB X 8		010 5-163-520	DEPT SUPPLIES	5.36
I-113120/1		OIL FILTER	5.66			
4/22/2014	AP	DUE: 5/22/2014 DISC: 5/22/2014		1099: N		
		OIL FILTER		010 5-163-680	VEHICLE-PARTS	5.66
		PROJ: V -1398 VEHICLE			PS 2008 FORD F550 DUMP TRUCK	

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00590	CARTER AUTOMOTIVE WAREHOUSE	(** CONTINUED **)				
I-114374/1		FILTER, BOLTS, FUEL TREATMENT	7.81			
4/23/2014	AP	DUE: 5/23/2014 DISC: 5/23/2014		1099: N		
		FILTER, BOLTS, FUEL TREATMENT		900 5-026-680	VEHICLE-PARTS	7.81
I-115654/1		AIR FILTER KIT, PLUG	12.55			
4/25/2014	AP	DUE: 5/25/2014 DISC: 5/25/2014		1099: N		
		AIR FILTER KIT, PLUG		900 5-027-680	VEHICLE-PARTS	12.55
I-118110/1		LIGHTS FOR TRAILER X 2	20.41			
4/29/2014	AP	DUE: 5/29/2014 DISC: 5/29/2014		1099: N		
		LIGHTS FOR TRAILER X 2		800 5-020-530	ELECTRICAL	20.41
I-128061/1		FUEL TANK BUSHING X 2	3.98			
5/14/2014	AP	DUE: 6/13/2014 DISC: 6/13/2014		1099: N		
		FUEL TANK BUSHING X 2		010 5-163-620	EQUIPMENT MAINTENANCE	3.98
I-128697/1		REPLACEMENT WEDEATER HEAD	27.90			
5/14/2014	AP	DUE: 6/13/2014 DISC: 6/13/2014		1099: N		
		REPLACEMENT WEDEATER HEAD		900 5-037-620	EQUIPMENT MAINTENANCE	27.90
I-131115/1		TIRE SEALANT	25.74			
5/19/2014	AP	DUE: 6/18/2014 DISC: 6/18/2014		1099: N		
		TIRE SEALANT		010 5-163-520	DEPT SUPPLIES	25.74
I-131993/1		GREASE FITTING X 12	6.24			
5/20/2014	AP	DUE: 6/19/2014 DISC: 6/19/2014		1099: N		
		GREASE FITTING X 12		370 5-000-620	EQUIPMENT MAINTENANCE	6.24
		PROJ: E -1327 EQUIPMENT			GC - JD 7400 TERRAIN CUT MOWER	
I-132137/1		GREASE ABSORBENT X 10	59.20			
5/20/2014	AP	DUE: 6/19/2014 DISC: 6/19/2014		1099: N		
		GREASE ABSORBENT X 10		010 5-163-520	DEPT SUPPLIES	59.20
I-132266/1		OIL	4.18			
5/21/2014	AP	DUE: 6/20/2014 DISC: 6/20/2014		1099: N		
		OIL		010 5-163-545	MOTOR FUELS & LUB	4.18
I-132327/1		GASKET MATERIAL	0.77			
5/21/2014	AP	DUE: 6/20/2014 DISC: 6/20/2014		1099: N		
		GASKET MATERIAL		900 5-037-620	EQUIPMENT MAINTENANCE	0.77
I-132985/1		LIGHT ASSMBLY,GROMMET,PIGTAIL	25.33			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		LIGHT ASSMBLY,GROMMET,PIGTAIL		800 5-020-680	VEHICLE-PARTS	25.33
I-133814/1		TAIL LIGHT FOR TRAILER	0.48			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		TAIL LIGHT FOR TRAILER		800 5-020-530	ELECTRICAL	0.48

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00590		CARTER AUTOMOTIVE WAREHOUSE (** CONTINUED **)				
I-136079/1		VEHICLE BATTERY X 2	199.11			
5/28/2014	AP	DUE: 6/27/2014 DISC: 6/27/2014		1099: N		
		VEHICLE BATTERY X 2		800 5-020-590	VEHICLE-EQUIP SUPPLIES	199.11
		PROJ: V -1364 VEHICLE			ED - 2012 FORD F350 (07782)	
I-136740/1		LUBE FILTER X 2	25.18			
5/29/2014	AP	DUE: 6/28/2014 DISC: 6/28/2014		1099: N		
		LUBE FILTER X 2		010 5-163-620	EQUIPMENT MAINTENANCE	25.18
		PROJ: E -977 EQUIPMENT			PS-CASE FRONT END LOADER	
I-136813/1		SEPARATOR	12.43			
5/29/2014	AP	DUE: 6/28/2014 DISC: 6/28/2014		1099: N		
		SEPARATOR		010 5-163-620	EQUIPMENT MAINTENANCE	12.43
		PROJ: E -977 EQUIPMENT			PS-CASE FRONT END LOADER	
I-137243/1		ON/OFF SWITCH	65.35			
5/29/2014	AP	DUE: 6/28/2014 DISC: 6/28/2014		1099: N		
		ON/OFF SWITCH		010 5-163-680	VEHICLE-PARTS	65.35
		PROJ: V -864 VEHICLE			PS-1985 F800	
I-137267/1		BATTERY TERMINAL LUG X 4	4.96			
5/29/2014	AP	DUE: 6/28/2014 DISC: 6/28/2014		1099: N		
		BATTERY TERMINAL LUG X 4		010 5-163-520	DEPT SUPPLIES	4.96
I-137390/1		BATTERY FOR AIR COMPRESSOR	105.14			
5/29/2014	AP	DUE: 6/28/2014 DISC: 6/28/2014		1099: N		
		BATTERY FOR AIR COMPRESSOR		800 5-020-590	VEHICLE-EQUIP SUPPLIES	105.14
I-137927/1		BRAKE, MASTER CYL, BATTERY	489.15			
5/30/2014	AP	DUE: 6/29/2014 DISC: 6/29/2014		1099: N		
		BRAKES, MASTER CYLINDERS X 2		800 5-020-680	VEHICLE-PARTS	376.15
		BATTERY		800 5-020-680	VEHICLE-PARTS	113.00
I-138118/1		BATTERY TERMINAL LUG X 8	12.40			
5/30/2014	AP	DUE: 6/29/2014 DISC: 6/29/2014		1099: N		
		BATTERY TERMINAL LUG X 8		010 5-163-520	DEPT SUPPLIES	12.40
I-139931/1		MARKERS, TUNE UP SEAFOAM	126.74			
6/02/2014	AP	DUE: 7/02/2014 DISC: 7/02/2014		1099: N		
		MARKERS		800 5-020-520	DEPT SUPPLIES	13.58
		SEA FOAM MOTOR TUNE UP		800 5-020-590	VEHICLE-EQUIP SUPPLIES	113.16
		=== VENDOR TOTALS ===	912.55			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-51895	CHIEF SUPPLY CORPORATION					
I-458714		POLO SHIRTS FOR ADMIN	243.35			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		POLO SHIRTS FOR ADMIN		010 5-023-515	CLOTHING	243.35
		=== VENDOR TOTALS ===	243.35			
=====						
01-03470	CHUCK SHIVELY					
I-201406040794		FUEL, MEALS-SALINA-CDBG ED	55.00			
5/25/2014	AP	DUE: 6/24/2014 DISC: 6/24/2014		1099: N		
		FUEL-SALINA-CDBG CONTINUING ED		010 5-071-490	TRAVEL EXP REIMBURSMNT	30.00
		MEAL-SALINA-CDBG CONTINUING ED		010 5-071-490	TRAVEL EXP REIMBURSMNT	25.00
		=== VENDOR TOTALS ===	55.00			
=====						
01-01038	CITY OF COFFEYVILLE					
I-201406040792		START UP FUNDS - CUSTOMER SVC	125.00			
6/02/2014	AP	MANUAL CK# 003600 6/02/2014		1099: N		
		START UP FUNDS - CUSTOMER SVC		999 0-140.17	WORKING CASH - UTILITY O	125.00
I-201406040793		START UP FUNDS - CITY CLERK	100.00			
5/28/2014	AP	MANUAL CK# 003598 5/28/2014		1099: N		
		START UP FUNDS - CITY CLERK		999 0-140.15	WORKING CASH - CITY CLER	100.00
		=== VENDOR TOTALS ===	225.00			
=====						
01-01040	CITY OF COFFEYVILLE					
I-201406040795		PUMP HOUSES	12,161.10			
5/31/2014	AP	DUE: 6/30/2014 DISC: 6/30/2014		1099: N		
		RIVER ROAD PUMP HOUSE		900 5-036-494	UTILITIES	11,762.40
		PFISTER PARK PUMP HOUSE		900 5-036-494	UTILITIES	398.70
		=== VENDOR TOTALS ===	12,161.10			
=====						
01-00680	CITY TREASURER					
I-201406040796		HEALTH CLAIMS PD/ADMIN EXPENS	73,973.26			
5/27/2014	AP	DRAFT CK# 000000 5/30/2014		1099: N		
		HEALTH CLAIMS PAID - BCBS		350 5-716-310	HOSPITALIZATION/LIFE INS	71,742.08
		ADMINISTRATIVE EXPENSE - BCBS		350 5-716-310	HOSPITALIZATION/LIFE INS	2,231.18
I-201406040797		HEALTH CLAIMS PD/ADMIN EXPENS	14,672.74			
5/20/2014	AP	DRAFT CK# 000000 5/23/2014		1099: N		
		HEALTH CLAIMS PAID - BCBS		350 5-716-310	HOSPITALIZATION/LIFE INS	14,230.18
		ADMINISTRATIVE EXPENSE - BCBS		350 5-716-310	HOSPITALIZATION/LIFE INS	442.56
		=== VENDOR TOTALS ===	88,646.00			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-52082	CLIFFORD POWER SYSTEMS, INC.					
I-SVC-0003002		IP LIFT GENERATOR REPAIR	865.00			
5/05/2014	AP	DUE: 6/04/2014 DISC: 6/04/2014		1099: N		
		IP LIFT GENERATOR REPAIR		900 5-027-478	PROF/PROJECT SERVICES	865.00
		=== VENDOR TOTALS ===	865.00			
=====						
01-00720	CLOUGH OIL COMPANY, INC.					
I-152692		TOILET PAPER, PAPER TOWELS	47.75			
5/30/2014	AP	DUE: 6/29/2014 DISC: 6/29/2014		1099: N		
		TOILET PAPER, PAPER TOWELS		010 5-041-520	DEPT SUPPLIES	47.75
		=== VENDOR TOTALS ===	47.75			
=====						
01-00721	CLOUGH SERVICE					
I-41315487		FUEL-PUBLIC SERVICE-THRU 5/24	964.94			
5/27/2014	AP	DUE: 5/27/2014 DISC: 5/27/2014		1099: N		
		FUEL-PUBLIC SERVICE-THRU 5/24		010 5-163-545	MOTOR FUELS & LUB	964.94
I-41315488		FUEL-PUBLIC SERVICE-THRU 5/24	62.22			
5/27/2014	AP	DUE: 5/27/2014 DISC: 5/27/2014		1099: N		
		FUEL-PUBLIC SERVICE-THRU 5/24		010 5-163-545	MOTOR FUELS & LUB	62.22
I-41315490		FUEL-ENGINEERING-THRU 5/24	215.95			
5/27/2014	AP	DUE: 5/27/2014 DISC: 5/27/2014		1099: N		
		FUEL-ENGINEERING-THRU 5/24		010 5-071-545	MOTOR FUELS & LUB	215.95
I-41315491		FUEL-POLICE DEPT-THRU 5/24	2,173.87			
5/27/2014	AP	DUE: 5/27/2014 DISC: 5/27/2014		1099: N		
		FUEL-POLICE DEPT-THRU 5/24		010 5-023-545	MOTOR FUELS & LUB	2,173.87
I-41315492		FUEL-ACO-THRU 5/24	154.92			
5/27/2014	AP	DUE: 5/27/2014 DISC: 5/27/2014		1099: N		
		FUEL-ACO-THRU 5/24		010 5-025-545	MOTOR FUELS & LUB	154.92
I-41315493		FUEL-FIRE DEPT-THRU 5/24	825.46			
5/27/2014	AP	DUE: 5/27/2014 DISC: 5/27/2014		1099: N		
		FUEL-FIRE DEPT-THRU 5/24		010 5-041-545	MOTOR FUELS & LUB	825.46
I-41315494		FUEL-CODE ENFRMNT-THRU 5/24	52.97			
5/27/2014	AP	DUE: 5/27/2014 DISC: 5/27/2014		1099: N		
		FUEL-CODE ENFRMNT-THRU 5/24		010 5-045-545	MOTOR FUELS & LUB	52.97
I-41315495		FUEL-WATER DSTRBTN-THRU 5/24	1,063.93			
5/27/2014	AP	DUE: 5/27/2014 DISC: 5/27/2014		1099: N		
		FUEL-WATER DSTRBTN-THRU 5/24		900 5-026-545	MOTOR FUELS & LUB	1,063.93

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00721	CLOUGH SERVICE	(** CONTINUED **)				
I-41315496		FUEL-WW CLLCTN-THRU 5/24	127.62			
5/27/2014	AP	DUE: 5/27/2014 DISC: 5/27/2014		1099: N		
		FUEL-WW CLLCTN-THRU 5/24		900 5-027-545	MOTOR FUELS & LUB	127.62
I-41315497		FUEL-WATER TRTMNT-THRU 5/24	187.60			
5/27/2014	AP	DUE: 5/27/2014 DISC: 5/27/2014		1099: N		
		FUEL-WATER TRTMNT-THRU 5/24		900 5-036-545	MOTOR FUELS & LUB	187.60
I-41315498		FUEL-WW TRTMNT-THRU 5/24	35.90			
5/27/2014	AP	DUE: 5/27/2014 DISC: 5/27/2014		1099: N		
		FUEL-WW TRTMNT-THRU 5/24		900 5-037-545	MOTOR FUELS & LUB	35.90
I-41315499		FUEL-METER READERS-THRU 5/24	127.20			
5/27/2014	AP	DUE: 5/27/2014 DISC: 5/27/2014		1099: N		
		FUEL-METER READERS-THRU 5/24		010 5-017-545	MOTOR FUELS & LUB	127.20
I-41315500		FUEL-ELECTRIC DIST-THRU 5/24	1,490.94			
5/27/2014	AP	DUE: 5/27/2014 DISC: 5/27/2014		1099: N		
		FUEL-ELECTRIC DIST-THRU 5/24		800 5-020-545	MOTOR FUELS & LUB	1,490.94
I-41315501		FUEL-ELECTRIC GEN-THRU 5/24	151.88			
5/27/2014	AP	DUE: 5/27/2014 DISC: 5/27/2014		1099: N		
		FUEL-ELECTRIC GEN-THRU 5/24		800 5-030-545	MOTOR FUELS & LUB	151.88
I-41315502		FUEL-ELECTRIC ADMIN-THRU 5/24	125.15			
5/27/2014	AP	DUE: 5/27/2014 DISC: 5/27/2014		1099: N		
		FUEL-ELECTRIC ADMIN-THRU 5/24		800 5-040-545	MOTOR FUELS & LUB	125.15
I-41315503		FUEL-W/WW ADMIN-THRU 5/24	44.22			
5/27/2014	AP	DUE: 5/27/2014 DISC: 5/27/2014		1099: N		
		FUEL-W/WW ADMIN-THRU 5/24		900 5-046-545	MOTOR FUELS & LUB	44.22
I-41315504		FUEL-STORMWATER-THRU 5/24	536.38			
5/27/2014	AP	DUE: 5/27/2014 DISC: 5/27/2014		1099: N		
		FUEL-STORMWATER-THRU 5/24		760 5-000-545	MOTOR FUELS & LUBE	536.38
I-41315505		FUEL-WIRELESS-THRU 5/24	64.89			
5/27/2014	AP	DUE: 5/27/2014 DISC: 5/27/2014		1099: N		
		FUEL-WIRELESS-THRU 5/24		720 5-000-545	MOTOR FUELS & LUBE	64.89
I-41315506		FUEL-IT-THRU 5/24	50.28			
5/27/2014	AP	DUE: 5/27/2014 DISC: 5/27/2014		1099: N		
		FUEL-IT-THRU 5/24		010 5-018-545	MOTOR FUELS & LUB	50.28
		=== VENDOR TOTALS ===	8,456.32			

PACKET: 02340 AO-14-10 6/10/14 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00740	COFFEYVILLE AIRCRAFT, INC.					
I-2014-2		2ND QTR 2014 SERVICE AGREEMEN	225.00			
6/01/2014	AP	DUE: 7/01/2014 DISC: 7/01/2014		1099: N		
		2ND QTR 2014 SERVICE AGREEMENT		360 5-000-424	CONTRACTURAL AGREEMNTS	225.00
		=== VENDOR TOTALS ===	225.00			
=====						
01-00770	COFFEYVILLE AREA CHAMBER OF CO					
I-3086		CHAMBER BUCKS	60.00			
5/22/2014	AP	DUE: 6/21/2014 DISC: 6/21/2014		1099: N		
		CHAMBER BUCKS		010 5-012-521	SPECIAL EVENTS	60.00
		=== VENDOR TOTALS ===	60.00			
=====						
01-00870	COFFEYVILLE FEED AND FARM SUPP					
I-578280		STIHL FUEL MIX, BAR OIL X 5	89.87			
5/27/2014	AP	DUE: 6/26/2014 DISC: 6/26/2014		1099: N		
		STIHL FUEL MIX, BAR OIL X 5		800 5-020-545	MOTOR FUELS & LUB	89.87
		=== VENDOR TOTALS ===	89.87			
=====						
01-01001	COFFEYVILLE ROTARY CLUB					
I-1313		1ST QTR MEALS, DUES-G. BRADLE	166.50			
3/31/2014	AP	DUE: 3/31/2014 DISC: 3/31/2014		1099: N		
		1ST QTR DUES-G. BRADLEY		010 5-012-444	DUES/SUBSCR/PUBLICATON	46.25
		1ST QTR MEALS-G. BRADLEY		010 5-012-490	TRAVEL EXP REIMBURSMNT	120.25
I-1359		NEW MEMBER FEE-T. PURDON	25.00			
3/31/2014	AP	DUE: 3/31/2014 DISC: 3/31/2014		1099: N		
		NEW MEMBER FEE-T. PURDON		010 5-012-444	DUES/SUBSCR/PUBLICATON	25.00
		=== VENDOR TOTALS ===	191.50			
=====						
01-52140	COMFORT INN & SUITES					
I-20756014		HOTEL-DISPATCH TRNG-SHUFELDT	288.87			
5/30/2014	AP	DUE: 5/30/2014 DISC: 5/30/2014		1099: N		
		HOTEL-DISPATCH TRNG-SHUFELDT		010 5-023-490	TRAVEL EXP REIMBURSMNT	288.87
		=== VENDOR TOTALS ===	288.87			

PACKET: 02340 AO-14-10 6/10/14 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-01090		COUNTRY MART WEST #611				
I-201405280761		POWDERED SUGAR, JALAPENOS	12.00			
5/20/2014	AP	DUE: 6/19/2014 DISC: 6/19/2014		1099: N		
		POWDERED SUGAR, JALAPENOS		450 5-000-507	CONCESSIONS	12.00
=====						
I-201406030768		BUNS	8.34			
5/19/2014	AP	DUE: 6/18/2014 DISC: 6/18/2014		1099: N		
		BUNS		370 5-000-507	CONCESSIONS	8.34
=====						
I-201406030769		BUNS	3.56			
6/02/2014	AP	DUE: 7/02/2014 DISC: 7/02/2014		1099: N		
		BUNS		370 5-000-507	CONCESSIONS	3.56
		=== VENDOR TOTALS ===	23.90			
=====						

01-57405 COX BUSINESS SERVICES

I-201406030770		CABLE FOR PRO SHOP	82.84			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		CABLE FOR PRO SHOP		370 5-000-448	EQUIPMENT-RENTAL-SERV	82.84
=====						
I-201406040798		5/14 OPTICAL INTERNET, RELOCT	8,762.23			
5/20/2014	AP	DUE: 6/19/2014 DISC: 6/19/2014		1099: N		
		5/14 OPTICAL INTERNET		720 5-000-448	EQUIPMENT-RENTAL-SERV	6,800.00
		CITY HALL EQUIPMENT RELOCATION		520 5-350-478	PROFESSIONAL SERVICES	1,962.23
		PROJ: STI-CITYHALL SALES TAX-CAPITAL IMPROV			CITY HALL IMPROVEMENTS	
		=== VENDOR TOTALS ===	8,845.07			
=====						

01-52693 DALCO

I-2749665		GLOBES FOR DOWNTOWN LIGHTS	922.50			
5/23/2014	AP	DUE: 5/23/2014 DISC: 5/23/2014		1099: N		
		GLOBES FOR DOWNTOWN LIGHTS		800 5-020-530	ELECTRICAL	922.50
		=== VENDOR TOTALS ===	922.50			
=====						

01-02447 DECKER CONSTRUCTION, INC.

I-3-1		PAY #3-YAC, LIBRARY RENOVATIO	123,713.04			
6/04/2014	AP	DUE: 6/04/2014 DISC: 6/04/2014		1099: N		
		PAY #3 - YAC RENOVATIONS		520 5-350-805	BUILDING	106,208.68
		PROJ: STI-YAC SALES TAX-CAPITAL IMPROV			YOUTH ACTIVITY CENTER IMPROV	
		PAY #3 - LIBRARY RENOVATIONS		520 5-350-805	BUILDING	17,504.36
		PROJ: STI-LIBRARY SALES TAX-CAPITAL IMPROV			LIBRARY IMPROVEMENTS	
		=== VENDOR TOTALS ===	123,713.04			

PACKET: 02340 AO-14-10 6/10/14 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-02463	DEREK RASHAD DAVIS					
I-42423		REFUND OVERPAYMENT 08-8829	230.93			
5/22/2014	AP	DUE: 5/22/2014 DISC: 5/22/2014		1099: N		
		REFUND OVERPAYMENT 08-8829		010 5-023-484	REIMBURSEMENTS	230.93
		=== VENDOR TOTALS ===	230.93			
=====						
01-52980	DIVERSIFIED ELECTRIC SUPPLY CO					
I-293385		CURVED EQUIPMENT MOUNTS X 6	989.88			
5/22/2014	AP	DUE: 6/21/2014 DISC: 6/21/2014		1099: N		
		CURVED EQUIPMENT MOUNTS X 6		800 5-020-850	OTHER EQUIP	989.88
I-293386		4 REELS 2/0 UG TRIPLEX WIRE	954.52			
5/22/2014	AP	DUE: 6/21/2014 DISC: 6/21/2014		1099: N		
		4 REELS 2/0 UG TRIPLEX WIRE		800 5-020-815	CONDUCTORS	954.52
I-293387		PIN TERMINAL, INSULATORS, CLAMP	1,468.94			
5/22/2014	AP	DUE: 6/21/2014 DISC: 6/21/2014		1099: N		
		PIN TERMINAL, INSULATOR, CLAMPS		800 5-020-850	OTHER EQUIP	1,468.94
		=== VENDOR TOTALS ===	3,413.34			
=====						
01-52993	DOCUMENT DESTRUCTION, INC.					
I-6847		5/22/14 SHREDDING SERVICE	112.50			
5/22/2014	AP	DUE: 6/21/2014 DISC: 6/21/2014		1099: N		
		5/22/14 SHREDDING SERVICE		010 5-131-424	CONTRACTURAL AGREEMNTS	112.50
		=== VENDOR TOTALS ===	112.50			
=====						
01-01220	DOLLAR TIRE STORE					
I-18654		17" REPAIR	13.64			
5/01/2014	AP	DUE: 5/31/2014 DISC: 5/31/2014		1099: N		
		17" REPAIR		800 5-020-575	TIRES & TUBES	13.64
		PROJ: V -1392 VEHICLE			ED-2013 FORD F250 4 X 4 TRUCK	
I-18819		13X6.50-6 TURF SAVER	39.95			
5/09/2014	AP	DUE: 6/08/2014 DISC: 6/08/2014		1099: N		
		13X6.50-6 TURF SAVER		010 5-163-575	TIRES & TUBES	39.95
I-18896		24X12-12 CARLISLE X 2	231.42			
5/14/2014	AP	DUE: 6/13/2014 DISC: 6/13/2014		1099: N		
		24X12-12 CARLISLE X 2		010 5-163-575	TIRES & TUBES	231.42
I-19051		23X10.5-12 TURF SAVER	80.00			
5/22/2014	AP	DUE: 6/21/2014 DISC: 6/21/2014		1099: N		
		23X10.5-12 TURF SAVER		010 5-163-575	TIRES & TUBES	80.00

-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-01220	DOLLAR TIRE STORE	(** CONTINUED **)				
I-19123		22.5" REPAIR	30.00			
5/28/2014	AP	DUE: 6/27/2014 DISC: 6/27/2014		1099: N		
		22.5" REPAIR		010 5-163-575	TIRES & TUBES	30.00
		PROJ: E -1307 EQUIPMENT			PS - ALLIANZ 4000 SWEEPER	
=====						
I-19133		13X5-6 TURF SAVER	37.95			
5/28/2014	AP	DUE: 6/27/2014 DISC: 6/27/2014		1099: N		
		13X5-6 TURF SAVER		900 5-037-575	TIRES & TUBES	37.95
		=== VENDOR TOTALS ===	432.96			
=====						
01-53018	DOUBLETREE WICHITA AIRPORT					
I-658456		HOTEL-GANG SEMINAR-CAMP	324.36			
5/23/2014	AP	DUE: 5/23/2014 DISC: 5/23/2014		1099: N		
		HOTEL-GANG SEMINAR-CAMP		010 5-023-490	TRAVEL EXP REIMBURSMNT	324.36
		=== VENDOR TOTALS ===	324.36			
=====						
01-01325	EISELE'S					
I-201405280759		UPS - HI-VAC CORPORATION	13.28			
5/19/2014	AP	DUE: 6/18/2014 DISC: 6/18/2014		1099: N		
		UPS - HI-VAC CORPORATION		900 5-026-550	OFFICE SUPPLIES	13.28
=====						
I-201406020765		UPS - NRS-MOSCOW, IN	16.01			
5/19/2014	AP	DUE: 6/18/2014 DISC: 6/18/2014		1099: N		
		UPS - NRS-MOSCOW, IN		010 5-041-550	OFFICE SUPPLIES	16.01
		=== VENDOR TOTALS ===	29.29			
=====						
01-01330	ELECTRIC DEPARTMENT PETTY CASH					
I-42189		CAR WASHES, BLOCKS, MARKERS	59.81			
5/30/2014	AP	DUE: 6/29/2014 DISC: 6/29/2014		1099: N		
		CAR WASHES X 5		800 5-020-478	PROF/PROJECT SERVICES	50.00
		CERAMIC BLOCKS X 2		800 5-020-520	DEPT SUPPLIES	4.13
		YELLOW PAINT MARKERS		800 5-020-520	DEPT SUPPLIES	5.68
		=== VENDOR TOTALS ===	59.81			

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VENDOR SET: 01 CITY OF COFFEYVILLE

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-53435	FASTENAL COMPANY					
I-KSCOF76493		CHALKLINE	36.60			
5/19/2014	AP	DUE: 6/18/2014 DISC: 6/18/2014		1099: N		
		CHALKLINE		010 5-163-520	DEPT SUPPLIES	36.60
I-KSCOF76497		PLOW BOLT X 10, LOCK NUT X 10	10.92			
5/19/2014	AP	DUE: 6/18/2014 DISC: 6/18/2014		1099: N		
		PLOW BOLT X 10, LOCK NUT X 10		010 5-163-520	DEPT SUPPLIES	10.92
		PROJ: E -742 EQUIPMENT			PS - CASE UNILOADER	
I-KSCOF76500		WASHERS, SCREWS	25.04			
5/19/2014	AP	DUE: 6/18/2014 DISC: 6/18/2014		1099: N		
		WASHERS, SCREWS		010 5-163-520	DEPT SUPPLIES	25.04
I-KSCOF76537		NUTS, SCREWS	3.56			
5/21/2014	AP	DUE: 6/20/2014 DISC: 6/20/2014		1099: N		
		NUTS, SCREWS		010 5-163-520	DEPT SUPPLIES	3.56
I-KSCOF76548		COUPLER X 2 FOR CHIPPER	71.35			
5/22/2014	AP	DUE: 6/21/2014 DISC: 6/21/2014		1099: N		
		COUPLER X 2 FOR CHIPPER		010 5-163-620	EQUIPMENT MAINTENANCE	71.35
I-KSCOF76549		YOKE END	16.72			
5/22/2014	AP	DUE: 6/21/2014 DISC: 6/21/2014		1099: N		
		YOKE END		010 5-163-680	VEHICLE-PARTS	16.72
		PROJ: V -1069 VEHICLE			PS - 1993 IH4900 2 TON DUMP	
I-KSCOF76550		MARKING PAINT, STRIPE WAND	65.48			
5/22/2014	AP	DUE: 6/21/2014 DISC: 6/21/2014		1099: N		
		MARKING PAINT, STRIPE WAND		760 5-000-520	DEPT SUPPLIES	65.48
I-KSCOF76554		YOKE END	16.72			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		YOKE END		010 5-163-680	VEHICLE-PARTS	16.72
		PROJ: V -1070 VEHICLE			PS - 1993 IH4900 5 TON DUMP	
I-KSCOF76562		BAND SAW BLADE	58.97			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		BAND SAW BLADE		010 5-163-520	DEPT SUPPLIES	58.97
I-KSCOF76576		MARKING PAINT X 6	20.21			
5/27/2014	AP	DUE: 6/26/2014 DISC: 6/26/2014		1099: N		
		MARKING PAINT X 6		900 5-027-520	DEPT SUPPLIES	20.21
I-KSCOF76599		9 VOLT, AA BATTERIES	9.36			
5/29/2014	AP	DUE: 6/28/2014 DISC: 6/28/2014		1099: N		
		9 VOLT, AA BATTERIES		010 5-163-505	BATTERIES-NON VEHICLES	9.36

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-53435	FASTENAL COMPANY	(** CONTINUED **)				
I-KSCOF76605		WASHERS, SCREWS	8.99			
5/29/2014	AP	DUE: 6/28/2014 DISC: 6/28/2014		1099: N		
		WASHERS, SCREWS		010 5-163-520	DEPT SUPPLIES	8.99
I-KSCOF76607		EAR PLUGS X 100	38.29			
5/29/2014	AP	DUE: 6/28/2014 DISC: 6/28/2014		1099: N		
		EAR PLUGS X 100		800 5-020-570	SAFETY EQUIPMENT	38.29
I-KSCOF76614		MARKING PAINT X 12	31.11			
5/30/2014	AP	DUE: 6/29/2014 DISC: 6/29/2014		1099: N		
		MARKING PAINT X 12		900 5-026-520	DEPT SUPPLIES	31.11
I-KSCOF76624		D BATTERIES FOR MONITORS	7.56			
5/30/2014	AP	DUE: 6/29/2014 DISC: 6/29/2014		1099: N		
		D BATTERIES FOR MONITORS		010 5-041-505	BATTERIES-NON VEHICLES	7.56
		=== VENDOR TOTALS ===	420.88			
=====						
01-53474	FERGUSON ENTERPRISES, INC.					
I-0430529		METER GASKET X 500	146.71			
5/16/2014	AP	DUE: 5/16/2014 DISC: 5/16/2014		1099: N		
		METER GASKET X 500		900 5-026-840	METERS/INSTR/TRANFRMRS	146.71
I-0431140		PIPE, FITTING FOR DRAIN REPAI	541.12			
5/27/2014	AP	DUE: 5/27/2014 DISC: 5/27/2014		1099: N		
		PIPE, FITTING FOR DRAIN REPAIR		760 5-000-855	PIPE	541.12
		=== VENDOR TOTALS ===	687.83			
=====						
01-50170	FLEET SERVICES					
I-36952500		TRAVEL FUEL CARD CHARGES	125.06			
5/31/2014	AP	DUE: 5/31/2014 DISC: 5/31/2014		1099: N		
		TRAVEL FUEL CARD CHARGES		010 5-023-545	MOTOR FUELS & LUB	125.06
		=== VENDOR TOTALS ===	125.06			
=====						
01-53743	G & G DOZER LLC					
I-5829		DUMPSTERS FOR CITY CLEAN UP	14,100.00			
5/21/2014	AP	DUE: 6/20/2014 DISC: 6/20/2014		1099: N		
		DUMPSTERS FOR CITY CLEAN UP		700 5-000-424	CONTRACTURAL AGREEMNTS	14,100.00
		PROJ: 151-4 SEMI-ANNUAL CLEANUPS			CONTRACTURAL SERVICES	
I-5840		307 W 15TH 40 YD ROLL OFF	375.00			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		307 W 15TH 40 YD ROLL OFF		700 5-000-424	CONTRACTURAL AGREEMNTS	375.00
		=== VENDOR TOTALS ===	14,475.00			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03652	GARY BRADLEY					
I-201406040799		ICSC CNFRNC RGSTRN, MILEAGE	1,041.28			
5/22/2014	AP	MANUAL CK# 003597 5/22/2014		1099: N		
		ICSC CONFERENCE REGISTRATION		010 5-012-490	TRAVEL EXP REIMBURSMNT	720.00
		ICSC CONFERENCE MILEAGE		010 5-012-490	TRAVEL EXP REIMBURSMNT	188.38
		ICSC CNFC PARKING, FEES		010 5-012-490	TRAVEL EXP REIMBURSMNT	132.90
		=== VENDOR TOTALS ===	1,041.28			
=====						
01-51190	GCSAA					
I-365077		MEMBERSHIP RENEWAL - LAZENBY	365.00			
5/31/2014	AP	DUE: 5/31/2014 DISC: 5/31/2014		1099: N		
		MEMBERSHIP RENEWAL - LAZENBY		370 5-000-444	DUES/SUBSCR/PUBLICATON	365.00
		=== VENDOR TOTALS ===	365.00			
=====						
01-53817	GEMPLER'S					
I-1020145833		SAFETY VEST X 8	129.90			
5/23/2014	AP	DUE: 5/23/2014 DISC: 5/23/2014		1099: N		
		SAFETY VEST X 8		010 5-163-570	SAFETY EQUIPMENT	129.90
		=== VENDOR TOTALS ===	129.90			
=====						
01-56305	GEOGRAPHIC INFORMATION SYSTEMS					
I-201406040800		CONTINUING ED-SCOTT MASSMAN	100.00			
6/04/2014	AP	DUE: 6/04/2014 DISC: 6/04/2014		1099: N		
		CONTINUING ED-SCOTT MASSMAN		010 5-071-428	CONFERENCES-SCHOOLS	100.00
		=== VENDOR TOTALS ===	100.00			
=====						
01-54032	GRAYBAR ELECTRIC COMPANY, INC.					
I-972815858		9 CTs	709.45			
5/27/2014	AP	DUE: 5/27/2014 DISC: 5/27/2014		1099: N		
		9 CTs		800 5-020-850	OTHER EQUIP	709.45
		=== VENDOR TOTALS ===	709.45			
=====						
01-60222	HD SUPPLY WATERWORKS, LTD.					
I-C322438		COPPER TUBING, METAL DETECTOR	404.94			
5/22/2014	AP	DUE: 5/22/2014 DISC: 5/22/2014		1099: N		
		COPPER TUBING		900 5-026-855	PIPE	333.00
		METAL DETECTOR		900 5-026-850	OTHER EQUIP	71.94
		=== VENDOR TOTALS ===	404.94			

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DUE TO/FROM ACCOUNTS SUPPRESSED

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-60224	HDR ENGINEERING, INC.					
I-154563-B		PAY #2-DOWNTOWN TRAFFIC STUDY	4,980.01			
5/20/2014	AP	DUE: 5/20/2014 DISC: 5/20/2014		1099: N		
		PAY #2-DOWNTOWN TRAFFIC STUDY		520 5-000-478	PROF/PROJECT SERVICES	4,980.01
		PROJ: DTS-STUDY DOWNTOWN TRAFFIC STUDY			DOWNTOWN TRAFFIC STUDY	
		=== VENDOR TOTALS ===	4,980.01			

=====						
01-01770	HILLCREST GOLF COURSE PETTY CA					
I-1146		13 CASES BEER FROM LDF	261.65			
5/20/2014	AP	DUE: 6/19/2014 DISC: 6/19/2014		1099: N		
		13 CASES BEER FROM LDF		370 5-000-506	BEER-GOLF COURSE	261.65
I-1147		22 CASES BEER FROM BEST BVG	435.65			
5/20/2014	AP	DUE: 6/19/2014 DISC: 6/19/2014		1099: N		
		22 CASES BEER FROM BEST BVG		370 5-000-506	BEER-GOLF COURSE	435.65
I-1148		11 CASES BEER FROM BEST BEV	203.60			
5/28/2014	AP	DUE: 6/27/2014 DISC: 6/27/2014		1099: N		
		11 CASES BEER FROM BEST BEV		370 5-000-506	BEER-GOLF COURSE	203.60
		=== VENDOR TOTALS ===	900.90			

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01-54685	IBT, INC.					
I-6312710		ORING X 3	0.35			
5/27/2014	AP	DUE: 6/26/2014 DISC: 6/26/2014		1099: N		
		ORING X 3		370 5-000-520.02	DEPT. SUPPLIES-COURSE MA	0.35
I-6314924		LOCK WASHERS X 11-BLR #5 RPR	9.13			
5/29/2014	AP	DUE: 6/28/2014 DISC: 6/28/2014		1099: N		
		LOCK WASHERS X 11-BLR #5 RPR		800 5-030-620	EQUIPMENT MAINTENANCE	9.13
		=== VENDOR TOTALS ===	9.48			

=====						
01-54965	INTERNATIONAL CODE COUNCIL					
I-INV0428642		2012 INSPECTORS COLLECTION	923.52			
5/20/2014	AP	DUE: 6/19/2014 DISC: 6/19/2014		1099: N		
		2012 INSPECTORS COLLECTION 1/2		010 5-045-444	DUES/SUBSCR/PUBLICATON	461.76
		2012 INSPECTORS COLLECTION 1/2		010 5-132-444	DUES/SUBSCR/PUBLICATON	461.76
I-INV0429924		2012 IFC LOOSE LEAF	182.90			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		2012 IFC LOOSE LEAF 1/2		010 5-045-444	DUES/SUBSCR/PUBLICATON	91.45
		2012 IFC LOOSE LEAF 1/2		010 5-132-444	DUES/SUBSCR/PUBLICATON	91.45
		=== VENDOR TOTALS ===	1,106.42			

-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-56328	IRONWORKS WELDING & FABRICATIO					
I-291		IRON TO REBUILD TRUCK BED	985.00			
5/24/2014	AP	DUE: 6/23/2014 DISC: 6/23/2014		1099: N		
		IRON TO REBUILD TRUCK BED		010 5-163-520	DEPT SUPPLIES	985.00
		PROJ: V -1069 VEHICLE			PS - 1993 IH4900 2 TON DUMP	
		=== VENDOR TOTALS ===	985.00			
=====						
01-01930	ISHAM TRUE VALUE HARDWARE					
I-201405290762		BELL REDUCER, PLUGS X 6	30.26			
5/21/2014	AP	DUE: 6/20/2014 DISC: 6/20/2014		1099: N		
		BELL REDUCER, PLUGS X 6		800 5-030-520	DEPT SUPPLIES	30.26
I-201405290763		KEY CADDY	10.36			
5/20/2014	AP	DUE: 6/19/2014 DISC: 6/19/2014		1099: N		
		KEY CADDY		800 5-030-520	DEPT SUPPLIES	10.36
I-2334		BIT, ROD, CLAMPS, BRUSHES	40.12			
4/25/2014	AP	DUE: 5/25/2014 DISC: 5/25/2014		1099: N		
		BIT, ROD, CLAMPS, BRUSHES		010 5-023-520	DEPT SUPPLIES	40.12
I-2335		BITS	2.58			
4/29/2014	AP	DUE: 5/29/2014 DISC: 5/29/2014		1099: N		
		BITS		010 5-163-520	DEPT SUPPLIES	2.58
I-2336		2 DOOR PULLS	7.98			
4/30/2014	AP	DUE: 5/30/2014 DISC: 5/30/2014		1099: N		
		2 DOOR PULLS		370 5-000-610	BUILDING MAINTENANCE	7.98
I-2340		COPPER FITTINGS	5.83			
5/05/2014	AP	DUE: 6/04/2014 DISC: 6/04/2014		1099: N		
		COPPER FITTINGS		010 5-071-520	DEPT SUPPLIES	5.83
I-2341		BUTT CONNECTORS	2.40			
5/08/2014	AP	DUE: 6/07/2014 DISC: 6/07/2014		1099: N		
		BUTT CONNECTORS		010 5-041-530	ELECTRICAL	2.40
I-2342		HOSE NOZZLE, CLAMPS, CAPS	19.26			
5/06/2014	AP	DUE: 6/05/2014 DISC: 6/05/2014		1099: N		
		HOSE NOZZLE, CLAMPS, CAPS		800 5-030-520	DEPT SUPPLIES	19.26
		STUB COMMENTS: SALES TAX HAS BEEN INCLUDED				
I-2346		TEES, FITTINGS, BITS, TAPE	45.02			
5/09/2014	AP	DUE: 6/08/2014 DISC: 6/08/2014		1099: N		
		TEES, FITTINGS, BITS, TAPE		800 5-030-520	DEPT SUPPLIES	45.02
		STUB COMMENTS: SALES TAX HAS BEEN INCLUDED				

-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-01930		ISHAM TRUE VALUE HARDWARE				(** CONTINUED **)
=====						
I-2347		4 DUPLICATE KEYS	5.48			
5/09/2014	AP	DUE: 6/08/2014 DISC: 6/08/2014		1099: N		
		4 DUPLICATE KEYS		010 5-041-520	DEPT SUPPLIES	5.48
=====						
I-2348		SWITCH	4.49			
5/12/2014	AP	DUE: 6/11/2014 DISC: 6/11/2014		1099: N		
		SWITCH		010 5-041-680	VEHICLE-PARTS	4.49
		PROJ: V -558 VEHICLE			FD-1985 FORD PIERCE FIRE TRK	
=====						
I-2349		BALL VALVE, BANDS-BLR #5	18.36			
5/14/2014	AP	DUE: 6/13/2014 DISC: 6/13/2014		1099: N		
		BALL VALVE, BANDS-BLR #5		800 5-030-620	EQUIPMENT MAINTENANCE	18.36
=====						
I-2350		COAT HOOKS	5.98			
5/14/2014	AP	DUE: 6/13/2014 DISC: 6/13/2014		1099: N		
		COAT HOOKS		010 5-091-520	DEPT SUPPLIES	5.98
=====						
I-2954		BALL VALVE	12.99			
5/21/2014	AP	DUE: 6/20/2014 DISC: 6/20/2014		1099: N		
		BALL VALVE		900 5-037-520	DEPT SUPPLIES	12.99
		=== VENDOR TOTALS ===	211.11			
=====						
01-54891		JERRY INGRAM/FIRE & RESCUE				
=====						
I-I-14-0527C		TALON FIRE SPRINKLER TOOL	238.00			
5/27/2014	AP	DUE: 5/27/2014 DISC: 5/27/2014		1099: N		
		TALON FIRE SPRINKLER TOOL		010 5-041-580	TOOLS	238.00
		=== VENDOR TOTALS ===	238.00			
=====						
01-59550		JOE SMITH COMPANY, INC.				
=====						
I-852840		SAUSAGE, HOT DOG, CHIPS, CAND	389.85			
5/14/2014	AP	DUE: 6/13/2014 DISC: 6/13/2014		1099: N		
		SAUSAGE, HOT DOG, CHIPS, CANDY		370 5-000-507	CONCESSIONS	389.85
=====						
I-854231		CHICKEN BREAST, CHEESE SLICES	68.38			
5/21/2014	AP	DUE: 6/20/2014 DISC: 6/20/2014		1099: N		
		CHICKEN BREAST, CHEESE SLICES		370 5-000-507	CONCESSIONS	68.38
=====						
I-854253		CANDY, CUPS, CHILI SAUCE	498.39			
5/21/2014	AP	DUE: 6/20/2014 DISC: 6/20/2014		1099: N		
		CANDY, CUPS, CHILI SAUCE		450 5-000-507	CONCESSIONS	498.39
=====						
I-855439		SLIM JIMS, CANDY, SYRUP	363.91			
5/29/2014	AP	DUE: 6/28/2014 DISC: 6/28/2014		1099: N		
		SLIM JIMS, CANDY, SYRUP		450 5-000-507	CONCESSIONS	363.91
		=== VENDOR TOTALS ===	1,320.53			

-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-01642	JON'S TIRE & WHEEL LLC					
I-25645		TIRE ROTATION	15.00			
5/27/2014	AP	DUE: 5/27/2014 DISC: 5/27/2014		1099: N		
		TIRE ROTATION		010 5-023-575	TIRES & TUBES	15.00
		PROJ: V -1331 VEHICLE			PD - 2010 DODGE CHARGER (2176)	
		STUB COMMENTS: SALES TAX HAS BEEN DEDUCTED				
=====						
I-25655		TIRE REPAIR	10.91			
5/27/2014	AP	DUE: 5/27/2014 DISC: 5/27/2014		1099: N		
		TIRE REPAIR		800 5-020-575	TIRES & TUBES	10.91
		PROJ: V -1078 VEHICLE			ED - 2008 FORD F-150	
		=== VENDOR TOTALS ===	25.91			
=====						
01-55158	JRB INDUSTRIES, INC.					
I-201406040801		DEMOLITION OF 8 STRUCTURES	34,000.00			
5/16/2014	AP	DUE: 5/16/2014 DISC: 5/16/2014		1099: N		
		DEMOLITION OF 8 STRUCTURES		520 5-000-478	PROF/PROJECT SERVICES	34,000.00
		PROJ: HOU-2014 HOUSING DEMOLITIONS			2014 DEMO	
=====						
I-201406040802		ASBESTOS REMOVAL-609 W 4TH	900.00			
5/16/2014	AP	DUE: 5/16/2014 DISC: 5/16/2014		1099: N		
		ASBESTOS REMOVAL-609 W 4TH		700 5-000-424	CONTRACTURAL AGREEMNTS	900.00
		=== VENDOR TOTALS ===	34,900.00			
=====						
01-55572	KANSAS DEPARTMENT OF HEALTH AN					
I-201406040803		LAB TEST FOR WTP	686.00			
5/16/2014	AP	DUE: 5/16/2014 DISC: 5/16/2014		1099: N		
		LAB TEST FOR WTP		900 5-036-478	PROF/PROJECT SERVICES	686.00
		STUB COMMENTS: ACCOUNT: F3500				
		=== VENDOR TOTALS ===	686.00			
=====						
01-55700	KANSAS HIGHWAY PATROL					
I-6026351 - 6026375		KHP VINS	50.00			
5/29/2014	AP	DUE: 6/28/2014 DISC: 6/28/2014		1099: N		
		KHP VINS		250 5-000-424	CONTRACTURAL AGREEMNTS	50.00
		=== VENDOR TOTALS ===	50.00			

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VENDOR SET: 01 CITY OF COFFEYVILLE

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-55810	KANSAS ONE-CALL SYSTEM, INC.					
I-4050202		5/14 LOCATE FEES	271.20			
5/31/2014	AP	DUE: 6/30/2014 DISC: 6/30/2014		1099: N		
		5/14 LOCATE FEES-ELEC 50%		800 5-020-478	PROF/PROJECT SERVICES	135.60
		5/14 LOCATE FEES-WATER 25%		900 5-026-478	PROF/PROJECT SERVICES	67.80
		5/14 LOCATE FEES-WATER 25%		900 5-027-478	PROF/PROJECT SERVICES	67.80
		=== VENDOR TOTALS ===	271.20			
=====						
01-55377	KANSAS WOMEN'S GOLF ASSOCIATIO					
I-201406020764		GHIN HANDICAP X 3	27.00			
5/01/2014	AP	DUE: 5/31/2014 DISC: 5/31/2014		1099: N		
		GHIN HANDICAP X 3		370 5-000-444	DUES/SUBSCR/PUBLICATON	27.00
		=== VENDOR TOTALS ===	27.00			
=====						
01-55740	KMGAS GAS SUPPLY OPERATING FUND					
I-KMGA-CO-2014-04		4/14 GAS CHARGES	120,825.13			
5/22/2014	AP	DUE: 6/21/2014 DISC: 6/21/2014		1099: N		
		4/14 GAS CHARGES		800 5-030-535	FUEL-GAS PURCHASE	120,825.13
		=== VENDOR TOTALS ===	120,825.13			
=====						
01-56100	KRIZ-DAVIS COMPANY					
I-S100813285.001		LOADBUSTER CARRYING CASE X 2	158.94			
5/28/2014	AP	DUE: 6/27/2014 DISC: 6/27/2014		1099: N		
		LOADBUSTER CARRYING CASE X 2		800 5-020-520	DEPT SUPPLIES	158.94
I-S100848454.001		LONG BARREL COPPER LUGS X 30	252.73			
5/16/2014	AP	DUE: 6/15/2014 DISC: 6/15/2014		1099: N		
		LONG BARREL COPPER LUGS X 30		800 5-020-520	DEPT SUPPLIES	252.73
		=== VENDOR TOTALS ===	411.67			
=====						
01-01278	LONA BARG					
I-201406040804		5/14 MILEAGE REIMBURSEMENT	92.96			
6/03/2014	AP	DUE: 6/03/2014 DISC: 6/03/2014		1099: N		
		5/14 MILEAGE REIMBURSEMENT		450 5-000-490	TRAVEL EXP REIMBURSMNT	92.96
I-201406050816		REIMBURSE GOGGLES	26.25			
6/05/2014	AP	DUE: 6/05/2014 DISC: 6/05/2014		1099: N		
		REIMBURSE GOGGLES		450 5-000-507	CONCESSIONS	26.25
		=== VENDOR TOTALS ===	119.21			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-56558	MCCARTY'S OFFICE MACHINES, INC					
I-592336-0		STAPLE REMOVERS, SCISSORS	26.93			
6/05/2014	AP	DUE: 7/05/2014 DISC: 7/05/2014		1099: N		
		STAPLE REMOVERS, SCISSORS		010 5-131-550	OFFICE SUPPLIES	26.93
		=== VENDOR TOTALS ===	26.93			
=====						
01-56909	METRO COURIER, INC.					
I-0076165-IN		LAB TEST TO KDHE	29.40			
5/15/2014	AP	DUE: 5/15/2014 DISC: 5/15/2014		1099: N		
		LAB TEST TO KDHE		900 5-036-550	OFFICE SUPPLIES	29.40
		=== VENDOR TOTALS ===	29.40			
=====						
01-57317	MOHAWK MATERIALS COMPANY, INC.					
I-364756		94.68 TON SAND FOR TOP DRESS	4,071.24			
3/21/2014	AP	DUE: 3/21/2014 DISC: 3/21/2014		1099: N		
		94.68 TON SAND FOR TOP DRESS		370 5-000-565	ROCK-SAND-DIRT	4,071.24
		STUB COMMENTS: SALES TAX HAS BEEN DEDUCTED				
		=== VENDOR TOTALS ===	4,071.24			
=====						
01-02550	MONTGOMERY COUNTY ACTION COUNC					
I-2014-03-19-05		1ST QTR BOARD MEETING MEAL	15.00			
4/18/2014	AP	DUE: 5/18/2014 DISC: 5/18/2014		1099: N		
		1ST QTR BOARD MEETING MEAL		010 5-012-490	TRAVEL EXP REIMBURSMNT	15.00
I-2014-2		2ND QTR 2014 SERVICE AGREEMEN	3,920.00			
6/01/2014	AP	DUE: 7/01/2014 DISC: 7/01/2014		1099: N		
		2ND QTR 2014 SERVICE AGREEMENT		130 5-000-424	CONTRACTURAL AGREEMNTS	3,920.00
		=== VENDOR TOTALS ===	3,935.00			
=====						
01-02610	MULLER CONSTRUCTION, INC.					
I-14287		DUMPSTERS FOR CITY CLEAN UP	600.00			
5/22/2014	AP	DUE: 6/21/2014 DISC: 6/21/2014		1099: N		
		DUMPSTERS FOR CITY CLEAN UP		700 5-000-424	CONTRACTURAL AGREEMNTS	600.00
		PROJ: 151-4 SEMI-ANNUAL CLEANUPS			CONTRACTURAL SERVICES	
		STUB COMMENTS: SALES TAX HAS BEEN DEDUCTED				
		=== VENDOR TOTALS ===	600.00			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-57482	MYGOV, LLC					
I-104246		6/14 USER LICENSES, SUPPORT	450.00			
6/01/2014	AP	DUE: 6/01/2014 DISC: 6/01/2014		1099: N		
		6/14 SOFTWARE SUPPORT		010 5-045-424	CONTRACTUAL AGREEMENTS	125.00
		6/14 SOFTWARE SUPPORT		010 5-072-424	CONTRACTUAL AGREEMENTS	125.00
		6/14 USER LICENSES X 2		010 5-045-424	CONTRACTUAL AGREEMENTS	100.00
		6/14 USER LICENSE		010 5-041-424	CONTRACTUAL AGREEMENTS	50.00
		6/14 USER LICENSE		010 5-072-424	CONTRACTUAL AGREEMENTS	50.00
		=== VENDOR TOTALS ===	450.00			

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01-57489	NALCO COMPANY					
I-61083802		3D TRASAR-PP CHEMICALS	3,291.75			
5/27/2014	AP	DUE: 5/27/2014 DISC: 5/27/2014		1099: N		
		3D TRASAR-PP CHEMICALS		800 5-030-525	DRUGS & CHEMICALS	3,291.75
		=== VENDOR TOTALS ===	3,291.75			

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01-57757	NEWEGG, INC.					
I-1200451594		MEMORY FOR PP VIRTUAL SERVER	345.98			
5/22/2014	AP	DUE: 5/22/2014 DISC: 5/22/2014		1099: N		
		MEMORY FOR PP VIRTUAL SERVER		800 5-030-518	COMPUTER SUPPLIES	345.98
		=== VENDOR TOTALS ===	345.98			

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01-57825	NORTHERN SAFETY COMPANY, INC.					
I-900908200		HARD HATS X 12-PP	252.72			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		HARD HATS X 12-PP		800 5-030-570	SAFETY EQUIPMENT	252.72
I-900909970		60 GALLON TRASH BAGS X 3 CASE	82.20			
5/27/2014	AP	DUE: 6/26/2014 DISC: 6/26/2014		1099: N		
		60 GALLON TRASH BAGS X 3 CASES		800 5-030-520	DEPT SUPPLIES	82.20
I-900913963		45 GALLON TRASH BAGS X 3 CASE	118.50			
5/29/2014	AP	DUE: 6/28/2014 DISC: 6/28/2014		1099: N		
		45 GALLON TRASH BAGS X 3 CASES		800 5-020-520	DEPT SUPPLIES	118.50
		=== VENDOR TOTALS ===	453.42			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-02720		O'REILLY AUTOMOTIVE, INC.				
C-0144-380397		RETURN CAPS, CLIPS, PLUGS	241.29CR			
5/01/2014	AP	DUE: 5/01/2014 DISC: 5/01/2014		1099: N		
		RETURN CAPS, CLIPS, PLUGS		010 5-163-620	EQUIPMENT MAINTENANCE	241.29CR
C-0144-380398		RETURN OIL LINES	72.65CR			
5/01/2014	AP	DUE: 5/01/2014 DISC: 5/01/2014		1099: N		
		RETURN OIL LINES		900 5-026-680	VEHICLE-PARTS	72.65CR
		PROJ: V -900 VEHICLE			WD-2000 CHEVROLET TRUCK	
C-0144-380401		CREDIT ON RETURNED KIT	5.69CR			
5/01/2014	AP	DUE: 5/01/2014 DISC: 5/01/2014		1099: N		
		CREDIT ON RETURNED KIT		900 5-026-680	VEHICLE-PARTS	5.69CR
C-0144-383815		RETURN AIR, FUEL FILTERS	54.08CR			
5/19/2014	AP	DUE: 5/19/2014 DISC: 5/19/2014		1099: N		
		RETURN AIR, FUEL FILTERS		010 5-163-680	VEHICLE-PARTS	54.08CR
I-0144-380998		BELT TENSIONER	66.06			
5/05/2014	AP	DUE: 6/04/2014 DISC: 6/04/2014		1099: N		
		BELT TENSIONER		900 5-026-680	VEHICLE-PARTS	66.06
		PROJ: V -1074 VEHICLE			W - 2008 F-350 SUPER DUTY	
I-0144-381532		BRAKE PADS	84.35			
5/07/2014	AP	DUE: 6/06/2014 DISC: 6/06/2014		1099: N		
		BRAKE PADS		900 5-026-680	VEHICLE-PARTS	84.35
		PROJ: V -1074 VEHICLE			W - 2008 F-350 SUPER DUTY	
I-0144-382636		GAS TANK REPAIR KIT	12.99			
5/13/2014	AP	DUE: 6/12/2014 DISC: 6/12/2014		1099: N		
		GAS TANK REPAIR KIT		900 5-036-680	VEHICLE-PARTS	12.99
		PROJ: V -797 VEHICLE			WT-1996 FORD F150 1/2 TON TRUC	
I-0144-382665		EPOXY	5.89			
5/13/2014	AP	DUE: 6/12/2014 DISC: 6/12/2014		1099: N		
		EPOXY		900 5-036-520	DEPT SUPPLIES	5.89
I-0144-383898		AIR BRAKE FITTING, CYLINDER	164.15			
5/20/2014	AP	DUE: 6/19/2014 DISC: 6/19/2014		1099: N		
		AIR BRAKE FITTING, CYLINDER		010 5-163-680	VEHICLE-PARTS	164.15
		PROJ: V -1069 VEHICLE			PS - 1993 IH4900 2 TON DUMP	
I-0144-383990		AIR BRAKE FITTING X 8	40.82			
5/20/2014	AP	DUE: 6/19/2014 DISC: 6/19/2014		1099: N		
		AIR BRAKE FITTING X 8		010 5-163-680	VEHICLE-PARTS	40.82
		PROJ: V -1069 VEHICLE			PS - 1993 IH4900 2 TON DUMP	

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-02720	O'REILLY AUTOMOTIVE, INC.	(** CONTINUED **)				
I-0144-384102		CYLINDER, AIR BRAKE FITTINGS	179.39			
5/21/2014	AP	DUE: 6/20/2014 DISC: 6/20/2014		1099: N		
		CYLINDER, AIR BRAKE FITTINGS		010 5-163-680	VEHICLE-PARTS	179.39
		PROJ: V -1070 VEHICLE			PS - 1993 IH4900 5 TON DUMP	
I-0144-384209		AIR BRAKE FITTING	5.12			
5/21/2014	AP	DUE: 6/20/2014 DISC: 6/20/2014		1099: N		
		AIR BRAKE FITTING		010 5-163-680	VEHICLE-PARTS	5.12
		PROJ: V -1069 VEHICLE			PS - 1993 IH4900 2 TON DUMP	
I-0144-384310		AIR BRAKE TUBE, FITTINGS	56.24			
5/22/2014	AP	DUE: 6/21/2014 DISC: 6/21/2014		1099: N		
		AIR BRAKE TUBE, FITTINGS		010 5-163-680	VEHICLE-PARTS	56.24
		PROJ: V -1070 VEHICLE			PS - 1993 IH4900 5 TON DUMP	
I-0144-384493		HOSE CLAMP X 30	72.00			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		HOSE CLAMP X 30		010 5-163-520	DEPT SUPPLIES	72.00
I-0144-384570		15 A CIRCUIT	9.78			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		15 A CIRCUIT		010 5-163-520	DEPT SUPPLIES	9.78
I-0144-385227		OIL, FUEL, AIR FILTERS	155.05			
5/28/2014	AP	DUE: 6/27/2014 DISC: 6/27/2014		1099: N		
		OIL, FUEL, AIR FILTERS		800 5-020-680	VEHICLE-PARTS	155.05
		PROJ: V -1052 VEHICLE			ED-50 FT AERIAL BUCKET TRUCK	
I-0144-385297		HYDRAULIC FILTER X 2	68.09			
5/28/2014	AP	DUE: 6/27/2014 DISC: 6/27/2014		1099: N		
		HYDRAULIC FILTER X 2		800 5-020-680	VEHICLE-PARTS	68.09
		PROJ: V -1052 VEHICLE			ED-50 FT AERIAL BUCKET TRUCK	
I-0144-385572		HEADLIGHT	56.99			
5/29/2014	AP	DUE: 6/28/2014 DISC: 6/28/2014		1099: N		
		HEADLIGHT		760 5-000-680	VEHICLE-PARTS	56.99
		PROJ: V -1398 VEHICLE			PS 2008 FORD F550 DUMP TRUCK	
		=== VENDOR TOTALS ===	603.21			
=====						

01-02700 O.K. ELECTRIC WORKS, INC.

I-14060		POOL SLIDE PUMP REPAIR	850.00			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		POOL SLIDE PUMP REPAIR		450 5-000-620	EQUIPMENT MAINTENANCE	850.00

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01-02700 O.K. ELECTRIC WORKS, INC. (** CONTINUED **)

I-14495		COVER BOX - BLK START DIESELS	10.00			
5/19/2014	AP	DUE: 6/18/2014 DISC: 6/18/2014		1099: N		
		COVER BOX - BLK START DIESELS		800 5-030-620	EQUIPMENT MAINTENANCE	10.00
=== VENDOR TOTALS ===			860.00			

01-58037 PACE ANALYTICAL SERVICES, INC.

I-146159670		LAB TEST FOR WWTP	128.00			
5/19/2014	AP	DUE: 6/18/2014 DISC: 6/18/2014		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROF/PROJECT SERVICES	128.00
I-146159727		LAB TEST FOR WWTP	145.00			
5/20/2014	AP	DUE: 6/19/2014 DISC: 6/19/2014		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROF/PROJECT SERVICES	145.00
I-146160160		LAB TEST FOR WWTP	128.00			
5/27/2014	AP	DUE: 6/26/2014 DISC: 6/26/2014		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROF/PROJECT SERVICES	128.00
I-146160320		LAB TEST FOR WWTP	145.00			
5/29/2014	AP	DUE: 6/28/2014 DISC: 6/28/2014		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROF/PROJECT SERVICES	145.00
I-146160497		LAB TEST FOR WWTP	128.00			
5/30/2014	AP	DUE: 6/29/2014 DISC: 6/29/2014		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROF/PROJECT SERVICES	128.00
=== VENDOR TOTALS ===			674.00			

01-00880 PATCHETT CONSTRUCTION & GLASS

I-10165		PLEXIGLASS FOR BOILER #4	10.00			
5/19/2014	AP	DUE: 6/18/2014 DISC: 6/18/2014		1099: N		
		PLEXIGLASS FOR BOILER #4		800 5-030-620	EQUIPMENT MAINTENANCE	10.00
=== VENDOR TOTALS ===			10.00			

01-58154 PEGGY L. BLAIR

I-201406020766		110 POLK CITY CLEAN UP	100.00			
5/20/2014	AP	DUE: 5/20/2014 DISC: 5/20/2014		1099: N		
		110 POLK CITY CLEAN UP		700 5-000-424	CONTRACTURAL AGREEMNTS	100.00
		PROJ: 151-3 SEMI-ANNUAL CLEANUPS			LABOR	
I-201406020767		2408 PARKWAY CITY LOT CLEAN U	100.00			
5/20/2014	AP	DUE: 5/20/2014 DISC: 5/20/2014		1099: N		
		2408 PARKWAY CITY LOT CLEAN UP		700 5-000-424	CONTRACTURAL AGREEMNTS	100.00
		PROJ: 151-3 SEMI-ANNUAL CLEANUPS			LABOR	
=== VENDOR TOTALS ===			200.00			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-02810		PEPSI-COLA				
I-28373861		SYRUP, 20 OZ BOTTLES	239.16			
5/22/2014	AP	DUE: 6/21/2014 DISC: 6/21/2014		1099: N		
		SYRUP, 20 OZ BOTTLES		370 5-000-507	CONCESSIONS	239.16
		=== VENDOR TOTALS ===	239.16			

=====						
01-58180		PEREGRINE CORPORATION				
I-919636		5/8/14 LATE NOTICES	292.57			
5/19/2014	AP	DUE: 5/19/2014 DISC: 5/19/2014		1099: N		
		5/8/14 LATE NOTICES		010 5-017-478	PROF/PROJECT SERVICES	292.57
I-920250		5/16/14 UTILITY BILL PRINTING	911.62			
5/22/2014	AP	DUE: 5/22/2014 DISC: 5/22/2014		1099: N		
		5/16/14 UTILITY BILL PRINTING		010 5-017-478	PROF/PROJECT SERVICES	911.62
I-920621		5/19/14 LATE NOTICES	248.07			
5/23/2014	AP	DUE: 5/23/2014 DISC: 5/23/2014		1099: N		
		5/19/14 LATE NOTICES		010 5-017-478	PROF/PROJECT SERVICES	248.07
		=== VENDOR TOTALS ===	1,452.26			

=====						
01-58219		PROFESSIONAL TURF PRODUCTS, LP				
C-1254627-00		RETURN ADAPTER KIT	600.60CR			
5/01/2014	AP	DUE: 5/01/2014 DISC: 5/01/2014		1099: N		
		RETURN ADAPTER KIT		370 5-000-620	EQUIPMENT MAINTENANCE	600.60CR
I-6550036-00		IRRIGATION PUMP SERVICE	850.00			
4/30/2014	AP	DUE: 4/30/2014 DISC: 4/30/2014		1099: N		
		IRRIGATION PUMP SERVICE		370 5-000-478	PROF/PROJECT SERVICES	850.00
		=== VENDOR TOTALS ===	249.40			

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01-58513		PROTECTIVE EQUIPMENT TESTING L				
I-43803		SAFETY GLOVE, BLANKET TESTING	228.66			
5/30/2014	AP	DUE: 6/29/2014 DISC: 6/29/2014		1099: N		
		SAFETY GLOVE, BLANKET TESTING		800 5-020-672	SAFETY EQUIP TESTING	228.66
		=== VENDOR TOTALS ===	228.66			

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=====						
01-58729	R7	CUSTOM BUMPERS				
I-425096		LABOR TO REPAIR GEAR	480.00			
5/21/2014	AP	DUE: 5/21/2014 DISC: 5/21/2014		1099: N		
		LABOR TO REPAIR GEAR 1/2		900 5-026-680	VEHICLE-PARTS	240.00
		PROJ: V -812 VEHICLE			WWD-1994 FORD F800 W/CRANE	
		LABOR TO REPAIR GEAR 1/2		900 5-027-680	VEHICLE-PARTS	240.00
		PROJ: V -812 VEHICLE			WWD-1994 FORD F800 W/CRANE	
		=== VENDOR TOTALS ===	480.00			
=====						
01-56482	RAY O'HERRON COMPANY, INC.					
I-1428521-IN		HOLSTER	178.56			
5/20/2014	AP	DUE: 5/20/2014 DISC: 5/20/2014		1099: N		
		HOLSTER		010 5-023-515	CLOTHING	178.56
I-1430907-IN		NAME BARS-HAGEBUSCH, DAVIS	32.12			
6/02/2014	AP	DUE: 6/02/2014 DISC: 6/02/2014		1099: N		
		NAME BARS-HAGEBUSCH, DAVIS		010 5-023-515	CLOTHING	32.12
		=== VENDOR TOTALS ===	210.68			
=====						
01-03247	ROUGH COUNTRY TOWING & RECOVER					
I-4992		TOW DODGE STRATUS 14-3739	50.00			
4/20/2014	AP	DUE: 4/20/2014 DISC: 4/20/2014		1099: N		
		TOW DODGE STRATUS 14-3739		010 5-023-478	PROF/PROJECT SERVICES	50.00
I-5039		TOW CAMARO 14-3887	50.00			
4/24/2014	AP	DUE: 4/24/2014 DISC: 4/24/2014		1099: N		
		TOW CAMARO 14-3887		010 5-023-478	PROF/PROJECT SERVICES	50.00
I-5147		TOW 2000 FORD 14-2416	50.00			
5/23/2014	AP	DUE: 5/23/2014 DISC: 5/23/2014		1099: N		
		TOW 2000 FORD 14-2416		010 5-023-478	PROF/PROJECT SERVICES	50.00
		=== VENDOR TOTALS ===	150.00			
=====						
01-03251	RURAL WATER DISTRICT NO. 6					
I-201406040808		6/14 WATER USAGE-AIRPORT	15.00			
6/01/2014	AP	DUE: 7/01/2014 DISC: 7/01/2014		1099: N		
		6/14 WATER USAGE-AIRPORT		360 5-000-494	UTILITIES	15.00
I-201406040809		6/14 WATER USAGE-DEWEY PRPRTY	15.00			
6/01/2014	AP	DUE: 7/01/2014 DISC: 7/01/2014		1099: N		
		6/14 WATER USAGE-DEWEY PRPRTY		010 5-131-494	UTILITIES	15.00
		=== VENDOR TOTALS ===	30.00			

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=====						
01-59188	SCHULTE SUPPLY, INC.					
I-S1093255.001		WATER METER REGISTER	120.00			
5/13/2014	AP	DUE: 5/13/2014 DISC: 5/13/2014		1099: N		
		WATER METER REGISTER		900 5-026-840	METERS/INSTR/TRANFRMRS	120.00
I-S1093710.001		1" WATER METER X 3	449.85			
5/28/2014	AP	DUE: 5/28/2014 DISC: 5/28/2014		1099: N		
		1" WATER METERR X 3		900 5-026-840	METERS/INSTR/TRANFRMRS	449.85
I-S1093710.002		1" WATER METER	149.95			
5/28/2014	AP	DUE: 5/28/2014 DISC: 5/28/2014		1099: N		
		1" WATER METER		900 5-026-840	METERS/INSTR/TRANFRMRS	149.95
		=== VENDOR TOTALS ===	719.80			
=====						
01-03400	SELCHO LOCK & KEY SERVICE					
I-201406040810		R/R LOCKS, CYLINDERS-1401 W 8	237.60			
5/29/2014	AP	DUE: 6/28/2014 DISC: 6/28/2014		1099: N		
		R/R LOCKS, CYLINDERS-1401 W 8		520 5-350-478	PROFESSIONAL SERVICES	237.60
		PROJ: STI-CITYHALL SALES TAX-CAPITAL IMPROV			CITY HALL IMPROVEMENTS	
I-201406040811		5 DUPLICATE KEYS	6.25			
5/14/2014	AP	DUE: 6/13/2014 DISC: 6/13/2014		1099: N		
		5 DUPLICATE KEYS		010 5-041-520	DEPT SUPPLIES	6.25
I-201406040812		4 DUPLICATE KEYS	12.00			
5/12/2014	AP	DUE: 6/11/2014 DISC: 6/11/2014		1099: N		
		4 DUPLICATE KEYS		010 5-163-520	DEPT SUPPLIES	12.00
I-201406040813		DUPLICATE KEY	1.25			
5/15/2014	AP	DUE: 6/14/2014 DISC: 6/14/2014		1099: N		
		DUPLICATE KEY		010 5-163-520	DEPT SUPPLIES	1.25
		=== VENDOR TOTALS ===	257.10			
=====						
01-59315	SELLERS EQUIPMENT, INC.					
I-IC506065		SENSOR-HOPPER	735.52			
5/28/2014	AP	DUE: 5/28/2014 DISC: 5/28/2014		1099: N		
		SENSOR-HOPPER		010 5-163-620	EQUIPMENT MAINTENANCE	735.52
		PROJ: E -1307 EQUIPMENT			PS - ALLIANZ 4000 SWEEPER	
		=== VENDOR TOTALS ===	735.52			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03430		SERVICE OFFICE & SUPPLY, INC.				
I-165030		REGISTER RIBBON	28.29			
5/12/2014	AP	DUE: 6/11/2014 DISC: 6/11/2014		1099: N		
		REGISTER RIBBON		370 5-000-550	OFFICE SUPPLIES	28.29
=====						
I-165396		LANYARDS	14.16			
5/22/2014	AP	DUE: 6/21/2014 DISC: 6/21/2014		1099: N		
		LANYARDS		450 5-000-520	DEPT SUPPLIES	14.16
=====						
I-165466		3 CHAIRS-CUSTOMER SERVICE	833.25			
5/27/2014	AP	DUE: 6/26/2014 DISC: 6/26/2014		1099: N		
		3 CHAIRS-CUSTOMER SERVICE		520 5-350-845	OFF FURN & EQUIP	833.25
		PROJ: STI-CITYHALL SALES TAX-CAPITAL IMPROV			CITY HALL IMPROVEMENTS	
=====						
I-165809		FILE FOLDERS, CARD STOCK	28.08			
6/03/2014	AP	DUE: 7/03/2014 DISC: 7/03/2014		1099: N		
		FILE FOLDERS, CARD STOCK		010 5-131-550	OFFICE SUPPLIES	28.08
=====						
I-165870		RECEIPT REGISTER ROLLS	9.52			
6/03/2014	AP	DUE: 7/03/2014 DISC: 7/03/2014		1099: N		
		RECEIPT REGISTER ROLLS		010 5-017-550	OFFICE SUPPLIES	9.52
		=== VENDOR TOTALS ===	913.30			
=====						
01-03460		SHERWIN WILLIAMS COMPANY				
=====						
I-8230-3		PAINT, ROLLER COVER	28.38			
5/22/2014	AP	DUE: 6/21/2014 DISC: 6/21/2014		1099: N		
		PAINT, ROLLER COVER		520 5-350-520	DEPARTMENT SUPPLIES	28.38
		PROJ: STI-CITYHALL SALES TAX-CAPITAL IMPROV			CITY HALL IMPROVEMENTS	
=====						
I-8273-3		PAINT, SPONGE	24.23			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		PAINT, SPONGE		520 5-350-520	DEPARTMENT SUPPLIES	24.23
		PROJ: STI-CITYHALL SALES TAX-CAPITAL IMPROV			CITY HALL IMPROVEMENTS	
		=== VENDOR TOTALS ===	52.61			
=====						
01-59035		SMC ELECTRIC SUPPLY				
=====						
I-51051245-00		UNDERGRND FLEX PULL GRIP X 2	203.29			
5/29/2014	AP	DUE: 6/28/2014 DISC: 6/28/2014		1099: N		
		UNDERGRND FLEX PULL GRIP X 2		800 5-020-520	DEPT SUPPLIES	203.29
=====						
I-51051433-00		4000 FT-ALUM UNDERGRND WIRE	5,272.82			
5/21/2014	AP	DUE: 6/20/2014 DISC: 6/20/2014		1099: N		
		4000 FT-ALUM UNDERGRND WIRE		800 5-020-815	CONDUCTORS	5,272.82

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=====						
01-59035	SMC ELECTRIC SUPPLY	(** CONTINUED **)				
I-51051441-00		FUSES FOR BOILER #4 CONTROLS	4.70			
5/19/2014	AP	DUE: 6/18/2014 DISC: 6/18/2014		1099: N		
		FUSES FOR BOILER #4 CONTROLS		800 5-030-530	ELECTRICAL	4.70
=====						
I-51051494-00		WASP SPRAY, BATTERIES	157.83			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		WASP SPRAY X 12 CANS		800 5-020-520	DEPT SUPPLIES	83.95
		SIZE D BATTERIES X 72		800 5-020-505	BATTERIES-NON VEHICLES	73.88
=====						
I-51051494-01		GLASS CLEANER X 12 CANS	42.57			
5/29/2014	AP	DUE: 6/28/2014 DISC: 6/28/2014		1099: N		
		GLASS CLEANER X 12 CANS		800 5-020-520	DEPT SUPPLIES	42.57
=====						
I-51051527-00		VINYL TAPE X 71 ROLLS	303.01			
5/28/2014	AP	DUE: 6/27/2014 DISC: 6/27/2014		1099: N		
		VINYL TAPE X 71 ROLLS		800 5-020-520	DEPT SUPPLIES	303.01
		=== VENDOR TOTALS ===	5,984.22			
=====						
01-03530	SONIC					
=====						
I-880		OT MEAL X 3 5/19/14 LEAK	25.36			
5/19/2014	AP	DUE: 6/18/2014 DISC: 6/18/2014		1099: N		
		OT MEAL X 3 5/19/14 LEAK		900 5-026-352	MEALS - EMPLOYEE	25.36
		STUB COMMENTS: SALES TAX HAS BEEN DEDUCTED				
		=== VENDOR TOTALS ===	25.36			
=====						
01-03645	STRIMPLE SIGN & OUTDOOR POWER,					
=====						
I-22575		ELECTRIC CLUTCH, BELT	303.71			
5/15/2014	AP	DUE: 6/14/2014 DISC: 6/14/2014		1099: N		
		MOWER ELEC CLUTCH, BELT		900 5-037-620	EQUIPMENT MAINTENANCE	303.71
=====						
I-22583		MOWER BELT X 2	112.05			
5/20/2014	AP	DUE: 6/19/2014 DISC: 6/19/2014		1099: N		
		MOWER BELT X 2		010 5-163-620	EQUIPMENT MAINTENANCE	112.05
=====						
I-22586		12 X 18 CLEAN UP SIGNAGE	418.00			
5/21/2014	AP	DUE: 6/20/2014 DISC: 6/20/2014		1099: N		
		12 X 18 CLEAN UP SIGNAGE		700 5-000-424	CONTRACTURAL AGREEMNTS	418.00
		PROJ: 151-4 SEMI-ANNUAL CLEANUPS			CONTRACTURAL SERVICES	
=====						
I-22588		REMOVE/REPLACE VINYL	510.00			
5/21/2014	AP	DUE: 6/20/2014 DISC: 6/20/2014		1099: N		
		REMOVE/REPLACE VINYL		010 5-023-478	PROF/PROJECT SERVICES	510.00
		PROJ: V -1331 VEHICLE			PD - 2010 DODGE CHARGER (2176)	

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03645		STRIMPLE SIGN & OUTDOOR POWER, (** CONTINUED **)				
I-22603		TOURNAMENT SIGNAGE X 2	65.00			
5/21/2014	AP	DUE: 6/20/2014 DISC: 6/20/2014		1099: N		
		TOURNAMENT SIGNAGE X 2		370 5-000-520.03	DEPT. SUPPLIES-AMMENITIE	65.00
		=== VENDOR TOTALS ===	1,408.76			
=====						
01-60070		SUPERIOR SIGNALS, INC.				
I-357149		STROBE LIGHTS X 5	95.23			
5/22/2014	AP	DUE: 6/21/2014 DISC: 6/21/2014		1099: N		
		STROBE LIGHTS X 5		800 5-020-590	VEHICLE-EQUIP SUPPLIES	95.23
		PROJ: V -1078 VEHICLE			ED - 2008 FORD F-150	
		STUB COMMENTS: SALES TAX HAS BEEN INCLUDED				
		=== VENDOR TOTALS ===	95.23			
=====						
01-60168		SYSCO OF KANSAS CITY, INC.				
I-405200764		CHIPS, ICE CREAM, PRETZELS	863.90			
5/20/2014	AP	DUE: 6/19/2014 DISC: 6/19/2014		1099: N		
		CHIPS, ICE CREAM, PRETZELS		450 5-000-507	CONCESSIONS	863.90
I-405270626		CHIPS, CHEESE, PRETZELS	820.47			
5/27/2014	AP	DUE: 6/26/2014 DISC: 6/26/2014		1099: N		
		CHIPS, CHEESE, PRETZELS		450 5-000-507	CONCESSIONS	820.47
		=== VENDOR TOTALS ===	1,684.37			
=====						
01-03770		THOMPSON BROTHERS SUPPLIES, IN				
I-620454		COMPRESSED HYDROGEN X 12	608.50			
5/20/2014	AP	DUE: 6/19/2014 DISC: 6/19/2014		1099: N		
		COMPRESSED HYDROGEN X 12		800 5-030-525	DRUGS & CHEMICALS	608.50
I-620466		COMPRESSED GAS NOS X 2 CYL	850.50			
5/19/2014	AP	DUE: 6/18/2014 DISC: 6/18/2014		1099: N		
		COMPRESSED GAS NOS X 2 CYL		800 5-030-525	DRUGS & CHEMICALS	850.50
I-620538		GRINDING DISK X 4	28.78			
5/20/2014	AP	DUE: 6/19/2014 DISC: 6/19/2014		1099: N		
		GRINDING DISK X 4		010 5-163-520	DEPT SUPPLIES	28.78
I-620768		CALIBRATION GAS-AIR MONITORS	390.50			
5/22/2014	AP	DUE: 6/21/2014 DISC: 6/21/2014		1099: N		
		CALIBRATION GAS-AIR MONITORS		800 5-030-525	DRUGS & CHEMICALS	390.50

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03770		THOMPSON BROTHERS SUPPLIES, IN(** CONTINUED **)				
I-620903		TORCH HOSE REPAIR KIT	61.29			
5/27/2014	AP	DUE: 6/26/2014 DISC: 6/26/2014		1099: N		
		TORCH HOSE REPAIR KIT		010 5-163-620	EQUIPMENT MAINTENANCE	61.29
I-620931		PIGTAIL FOR FILL STATION-BLR#	40.72			
5/27/2014	AP	DUE: 6/26/2014 DISC: 6/26/2014		1099: N		
		PIGTAIL FOR FILL STATION-BLR#5		800 5-030-520	DEPT SUPPLIES	40.72
I-621013		COMPRESSED NITROGEN X 12	254.50			
5/28/2014	AP	DUE: 6/27/2014 DISC: 6/27/2014		1099: N		
		COMPRESSED NITROGEN X 12		800 5-030-525	DRUGS & CHEMICALS	254.50
I-621288		NIPPLES, CGA NUT X 2	21.35			
5/30/2014	AP	DUE: 6/29/2014 DISC: 6/29/2014		1099: N		
		NIPPLES, CGA NUT X 2		800 5-030-520	DEPT SUPPLIES	21.35
I-N14050075		CYLINDER RENTAL	6.50			
5/31/2014	AP	DUE: 6/30/2014 DISC: 6/30/2014		1099: N		
		CYLINDER RENTAL		010 5-071-448	EQUIPMENT-RENTAL-SERV	6.50
		=== VENDOR TOTALS ===	2,262.64			
=====						
01-50100		TITLEIST				
I-2807653		VISOR HATS X 12	141.21			
5/21/2014	AP	DUE: 6/20/2014 DISC: 6/20/2014		1099: N		
		VISOR HATS X 12		370 5-000-508	PRO SHOP SUPPLIES	141.21
I-2810074		32 DOZEN BALLS	1,045.44			
5/22/2014	AP	DUE: 6/21/2014 DISC: 6/21/2014		1099: N		
		32 DOZEN BALLS		370 5-000-508	PRO SHOP SUPPLIES	1,045.44
		=== VENDOR TOTALS ===	1,186.65			
=====						
01-00137		TONY CELESTE				
I-201406040807		HOLTER, MAG POUCH-HAGEBUSCH	195.45			
5/15/2014	AP	DUE: 5/15/2014 DISC: 5/15/2014		1099: N		
		HOLTER, MAG POUCH-HAGEBUSCH		010 5-023-515	CLOTHING	195.45
		=== VENDOR TOTALS ===	195.45			

PACKET: 02340 AO-14-10 6/10/14 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03810		TOOL SUPPLY, INC.				
I-0080641-00		CHOP SAW HANDLE, STARTER ROPE	29.34			
5/16/2014	AP	DUE: 6/15/2014 DISC: 6/15/2014		1099: N		
		CHOP SAW HANDLE, STARTER ROPE		010 5-163-620	EQUIPMENT MAINTENANCE	29.34
I-0080644-00		BLUE CHALK	13.48			
5/19/2014	AP	DUE: 6/18/2014 DISC: 6/18/2014		1099: N		
		BLUE CHALK		010 5-163-520	DEPT SUPPLIES	13.48
I-0080661-00		GAUGES FOR CO2 TANK-BOILER 4	31.25			
5/20/2014	AP	DUE: 6/19/2014 DISC: 6/19/2014		1099: N		
		GAUGES FOR CO2 TANK-BOILER 4		800 5-030-620	EQUIPMENT MAINTENANCE	31.25
I-0080668-00		CUTTER BLADE, TAPE	30.18			
5/20/2014	AP	DUE: 6/19/2014 DISC: 6/19/2014		1099: N		
		CUTTER BLADE, TAPE		900 5-026-520	DEPT SUPPLIES	30.18
I-0080703-00		HEX SCREWS, NUTS, WASHERS	173.29			
5/22/2014	AP	DUE: 6/21/2014 DISC: 6/21/2014		1099: N		
		HEX SCREWS, NUTS, WASHERS		800 5-030-520	DEPT SUPPLIES	173.29
I-0080710-00		BOLTS, ALL THREAD	7.50			
5/23/2014	AP	DUE: 6/22/2014 DISC: 6/22/2014		1099: N		
		BOLTS, ALL THREAD		450 5-000-620	EQUIPMENT MAINTENANCE	7.50
I-0080717-00		NITRO TANK FITTINGS-BOILER #5	4.25			
5/27/2014	AP	DUE: 6/26/2014 DISC: 6/26/2014		1099: N		
		NITRO TANK FITTINGS-BOILER #5		800 5-030-620	EQUIPMENT MAINTENANCE	4.25
I-0080742-00		SAW ARBOR, UTILITY KNIFE	24.56			
5/29/2014	AP	DUE: 6/28/2014 DISC: 6/28/2014		1099: N		
		SAW ARBOR, UTILITY KNIFE		760 5-000-520	DEPT SUPPLIES	24.56
I-0080775-00		PIPE WRENCH X 2, EXTENSION	127.32			
6/02/2014	AP	DUE: 7/02/2014 DISC: 7/02/2014		1099: N		
		PIPE WRENCH X 2, EXTENSION		900 5-026-580	TOOLS	127.32

STUB COMMENTS: SALES TAX HAS BEEN DEDUCTED

=== VENDOR TOTALS === 441.17

PACKET: 02340 AO-14-10 6/10/14 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-60410		TOTAH COMMUNICATIONS, INC.				
I-201406040805		6/14 E911 - TYRO	25.00			
6/01/2014	AP	DUE: 7/01/2014 DISC: 7/01/2014		1099: N		
		6/14 E911 - TYRO		510 5-000-416	COMMUNICATIONS	25.00
I-201406040806		6/14 E911 - LIBERTY	25.00			
6/01/2014	AP	DUE: 7/01/2014 DISC: 7/01/2014		1099: N		
		6/14 E911 - LIBERTY		510 5-000-416	COMMUNICATIONS	25.00
		=== VENDOR TOTALS ===	50.00			
=====						

01-03840 TRI-STATE ELECTRIC SUPPLY COMP

I-102149-00		BUSS FUSE FOR BOILER #4 CNTRL	7.00			
5/19/2014	AP	DUE: 6/18/2014 DISC: 6/18/2014		1099: N		
		BUSS FUSE FOR BOILER #4 CNTRL		800 5-030-530	ELECTRICAL	7.00
I-102198-00		WIRE	46.38			
5/22/2014	AP	DUE: 6/21/2014 DISC: 6/21/2014		1099: N		
		WIRE		010 5-071-520	DEPT SUPPLIES	46.38
		STUB COMMENTS: SALES TAX HAS BEEN DEDUCTED				
I-102223-00		LOAD CNTR,CIRCUT BRKR-LECLERE	121.73			
5/28/2014	AP	DUE: 6/27/2014 DISC: 6/27/2014		1099: N		
		LOAD CNTR,CIRCUT BRKR-LECLERE		800 5-020-572	SUPPLIES-OTHER	121.73
I-102224-00		FLOURESCENT LIGHTS-CITY HALL	144.56			
5/28/2014	AP	DUE: 6/27/2014 DISC: 6/27/2014		1099: N		
		FLOURESCENT LIGHTS-CITY HALL		800 5-020-572	SUPPLIES-OTHER	144.56
I-102225-00		MATRL FOR WIRING PD PODS	55.07			
5/28/2014	AP	DUE: 6/27/2014 DISC: 6/27/2014		1099: N		
		MATRL FOR WIRING PD PODS		800 5-020-572	SUPPLIES-OTHER	55.07
I-102226-00		RECEPTACLE COVER-AQUATIC CENT	11.90			
5/28/2014	AP	DUE: 6/27/2014 DISC: 6/27/2014		1099: N		
		RECEPTACLE COVER-AQUATIC CENTR		800 5-020-572	SUPPLIES-OTHER	11.90
I-102227-00		MATRL FOR D LINE RECLOSER RPR	107.73			
5/28/2014	AP	DUE: 6/27/2014 DISC: 6/27/2014		1099: N		
		MATRL FOR D LINE RECLOSER RPR		800 5-020-620	EQUIPMENT MAINTENANCE	107.73
		STUB COMMENTS: SALES TAX HAS BEEN INCLUDED				

PACKET: 02340 AO-14-10 6/10/14 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03840		TRI-STATE ELECTRIC SUPPLY COMP(** CONTINUED **)				
I-102228-00		LIGHTS, BALLASTS FOR WWTP	237.86			
5/28/2014	AP	DUE: 6/27/2014 DISC: 6/27/2014		1099: N		
		LIGHTS, BALLASTS FOR WWTP		800 5-020-572	SUPPLIES-OTHER	237.86
I-102229-00		SWITCH, RECEPTACLE, WIRE, BOO	49.86			
5/28/2014	AP	DUE: 6/27/2014 DISC: 6/27/2014		1099: N		
		SWITCH, RECEPTACLE, WIRE, BOOK		800 5-020-520	DEPT SUPPLIES	49.86
I-102237-00		LIGHTS FOR PUBLIC SVC	31.88			
5/28/2014	AP	DUE: 6/27/2014 DISC: 6/27/2014		1099: N		
		LIGHTS FOR PUBLIC SVC		800 5-020-572	SUPPLIES-OTHER	31.88
		=== VENDOR TOTALS ===	813.97			
=====						
01-60515		TRI-STATE ENGINEERING, INC.				
I-14437		PAY #7 - STREET IMPROVEMENTS	5,184.06			
5/22/2014	AP	DUE: 5/22/2014 DISC: 5/22/2014		1099: N		
		PAY #7 - STREET IMPROVEMENTS		520 5-220-868	STREET IMPROVEMENTS	5,184.06
		PROJ: STS-2014STRE SALES TAX - RES. STREETS			2014 STREET IMPROVEMENTS	
		=== VENDOR TOTALS ===	5,184.06			
=====						
01-60800		U.S. BANK EQUIPMENT FINANCE, I				
I-254627433		COPIER LEASE X 2	351.24			
5/31/2014	AP	DUE: 5/31/2014 DISC: 5/31/2014		1099: N		
		COPIER LEASE - ADMINISTRATION		010 5-131-448	EQUIPMENT-RENTAL-SERV	290.95
		COPIER LEASE - DETECTIVES		010 5-023-448	EQUIPMENT-RENTAL-SERV	60.29
		=== VENDOR TOTALS ===	351.24			
=====						
01-60726		UPS				
I-00001652XV214		TO-PROTECT EQUIP,ALTEC,MIDAM	85.21			
5/24/2014	AP	DUE: 5/24/2014 DISC: 5/24/2014		1099: N		
		TO-PROTECT EQUIP,ALTEC,MIDAM		800 5-020-550	OFFICE SUPPLIES	85.21
		=== VENDOR TOTALS ===	85.21			
=====						
01-60850		USA BLUEBOOK				
I-349046		HOSE FITTING	162.83			
5/19/2014	AP	DUE: 6/18/2014 DISC: 6/18/2014		1099: N		
		HOSE FITTING		900 5-037-620	EQUIPMENT MAINTENANCE	162.83
		=== VENDOR TOTALS ===	162.83			

PACKET: 02340 AO-14-10 6/10/14 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-58220	VICTOR L. PHILLIPS COMPANY					
I-IJ62189		COIL, SOLENOID	162.92			
5/16/2014	AP	DUE: 6/15/2014 DISC: 6/15/2014		1099: N		
		COIL, SOLENOID		010 5-163-620	EQUIPMENT MAINTENANCE	162.92
		PROJ: E -1248 EQUIPMENT			PS - KUBOTA W/BOOM MOWER	
=====						
I-IJ62238		WASHERS, GROMMET, SCREWS	245.54			
5/21/2014	AP	DUE: 6/20/2014 DISC: 6/20/2014		1099: N		
		WASHERS, GROMMET, SCREWS		010 5-163-620	EQUIPMENT MAINTENANCE	245.54
		PROJ: E -1248 EQUIPMENT			PS - KUBOTA W/BOOM MOWER	
		=== VENDOR TOTALS ===	408.46			
=====						
01-03925	VWP LAWN CARE					
I-201406040814		WEED LOT MOWING THRU 6/1/14	2,324.00			
6/02/2014	AP	DUE: 7/02/2014 DISC: 7/02/2014		1099: N		
		WEED LOT MOWING THRU 6/1/14		700 5-000-424	CONTRACTURAL AGREEMNTS	2,324.00
		=== VENDOR TOTALS ===	2,324.00			
=====						
01-61495	XEROX CORPORATION					
I-074242086		6/14 BASE CHARGE	31.94			
6/01/2014	AP	DUE: 7/01/2014 DISC: 7/01/2014		1099: N		
		6/14 BASE CHARGE		010 5-131-448	EQUIPMENT-RENTAL-SERV	31.94
		=== VENDOR TOTALS ===	31.94			
=====						
01-61568	ZEAGER BROTHERS, INC.					
I-20716		180 CY WOOD CARPET FOR PARKS	4,282.44			
5/15/2014	AP	DUE: 5/15/2014 DISC: 5/15/2014		1099: N		
		180 CY WOOD CARPET FOR PARKS		010 5-163-520	DEPT SUPPLIES	4,282.44
		=== VENDOR TOTALS ===	4,282.44			
		=== PACKET TOTALS ===	515,035.26			

RESOLUTION NO. R-14-43

A RESOLUTION AMENDING ARTICLE I OF THE BYLAWS OF THE SENIOR CITIZEN ACTIVITY CENTER BY CHANGING THE BOARD MEMBERSHIP FROM FIVE (5) MEMBERS TO SIX (6) MEMBERS.

WHEREAS, the Governing Body of the City of Coffeyville previously established a set of Bylaws to govern the operations of the Senior Citizen Activity Center for the City of Coffeyville;

WHEREAS, pursuant to Article VI, Section 1, of the Bylaws, the City Commission has the authority to revise, amend or repeal the Bylaws; and

WHEREAS, the Governing Body has chosen to increase the Board membership from five (5) members to six (6) members.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF COFFEYVILLE that Article I of the Bylaws of the Senior Citizen Activity Center be and is hereby amended, as follows:

ARTICLE I

Board Members

- Section 1. Members of the Board of the Senior Citizen Activity Center will be appointed by the Mayor of the City of Coffeyville as approved by the City Commission. The Board shall consist of six (6) members.
- Section 2. The length of service for each board member shall be a period of three (3) years. In the event of a resignation, or due to circumstances unforeseen, the Mayor will appoint a new member to complete the unexpired term with the approval of the City Commission.
- Section 3. All the rights, powers and privileges of any member of the board shall cease for all purposes upon resignation.
- Section 4. Each member shall be entitled to one (1) vote for each meeting of the members.
- Section 5. The board shall have a Chairman an Secretary/Treasurer (Vice-Chairman optional) as elected by the six (6) board members.

Adopted this 10th day of June, 2014.

James Falkner, Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM:

Paul Kritz, City Attorney

RESOLUTION NO. R-90-07

A RESOLUTION AMENDING THE BY-LAWS OF THE SENIOR CITIZEN ACTIVITY CENTER, CITY OF COFFEYVILLE, KANSAS, BY ADDING ARTICLE VII.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF COFFEYVILLE, KANSAS, THAT THE BY-LAWS OF THE COFFEYVILLE SENIOR CITIZEN ACTIVITY CENTER BE AMENDED;

WHEREAS, the Governing Body has established By-Laws and Goals and Objectives for the Senior Citizen Activity Center, City of Coffeyville, Kansas;

AND WHEREAS, the Coffeyville Senior Citizen Activity Center Board has recommended to the City Commission that the By-Laws be amended;

NOW, THEREFORE, BE IT RESOLVED that the By-Laws be amended to add Article VII, and to read as follows:

BY-LAWS OF THE CITY OF COFFEYVILLE

SENIOR CITIZEN ACTIVITY CENTER

ARTICLE I

Board Members

- Section 1. Members of the Board of the Senior Citizen Activity Center will be appointed by the Mayor of the City of Coffeyville as approved by the City Commission. The Board shall consist of five (5) members.
- Section 2. The length of service for each board member shall be a period of three (3) years. In the event of a resignation, or due to circumstances unforeseen, the Mayor will appoint a new member to complete the unexpired term with the approval of the City Commission.
- Section 3. All the rights, powers and privileges of any member of the board shall cease for all purposes upon resignation.
- Section 4. Each member shall be entitled to one (1) vote for each meeting of the members.
- Section 5. The board shall have a Chairman and Secretary/Treasurer (Vice-Chairman optional) as elected by the five (5) board members.

ARTICLE II

Meeting of the Members of the Board

- Section 1. At all meetings of the members, all questions, unless otherwise expressly directed by the By-Laws, shall be decided by the vote of a majority of the Board. All meetings shall be held at the Senior Citizen Activity Center.
- Section 2. Special meetings of the members shall be called at any time by the Secretary/Treasurer upon the request of the Chairman.

ARTICLE III

Order of the Meetings

- Section 1. The Senior Citizen Board shall observe the following order of business in the conduct of its meetings.
- a. Meeting called to order by the Chairman
 - b. Roll Call
 - c. Reading and approval of minutes of previous meeting
 - d. Report of Secretary/Treasurer
 - e. Report of Committees
 - f. Unfinished business
 - g. New business
- Section 2. The age of senior citizens participating in the Center will be fifty-five (55) years and above. (Proof of age may be required.)

ARTICLE IV

Fees

- Section 1. There will be no membership fees charged to any senior citizen that participates in the activities of this Center.
- Section 2. There will be a maintenance fee commensurate with expenses incurred for use of the activity center after 5:00 p.m. per evening. These activities must be relative to senior citizen functions (banquets, reunions, fund-raising projects, etc.) after 5:00 p.m.

ARTICLE V

Personnel for the Senior Citizen Activity Center

- Section 1. Personnel will be hired by the city manager or his designee agent.
- Section 2. All personnel must be hired under the City of Coffeyville's affirmative action policy which will be posted in the center.
- Section 3. All persons will take note, whether personnel or senior citizens, that there will be no discrimination on the basis of race, creed, color, religion, sex, national origin or handicap.

ARTICLE VI

Revision of the By-Laws

- Section 1. The City Commission may revise, amend or repeal the By-Laws.
- Section 2. Board members, by a majority vote, may recommend revisions and amendments to the By-Laws and the Chairman of said Board shall present said recommended revisions and amendments to the City Commission for approval.

ARTICLE VII

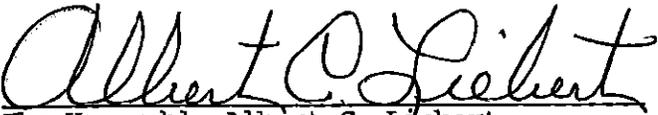
Organization Status

- Section 1. This organization is organized exclusively for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code.

Notwithstanding any other provision of these articles, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law) or (b) by an organization contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1986 (or corresponding provision of any future United States Internal Revenue law).

Upon the dissolution of this organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code (or corresponding section of any future tax code), or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed by the Court of Common Pleas of the country in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

PASSED AND ADOPTED this 26th day of March,
1990.


The Honorable Albert C. Liebert
Mayor of the City of Coffeyville

ATTEST:


Stacey Johnston, City Clerk, CMC

BY-LAWS OF THE CITY OF COFFEYVILLE

SENIOR CITIZEN ACTIVITY CENTER

ARTICLE I

Board Members

- Section 1. Members of the Board of the Senior Citizen Activity Center will be appointed by the Mayor of the City of Coffeyville as approved by the City Commission. The Board shall consist of five (5) members.
- Section 2. The length of service for each board member shall be a period of three (3) years. In the event of a resignation, or due to circumstances unforeseen, the Mayor will appoint a new member to complete the unexpired term with the approval of the City Commission.
- Section 3. All the rights, powers and privileges of any member of the board shall cease for all purposes upon resignation.
- Section 4. Each member shall be entitled to one (1) vote for each meeting of the members.
- Section 5. The board shall have a Chairman and Secretary/Treasurer (Vice-Chairman optional) as elected by the five (5) board members.

ARTICLE II

Meeting of the Members of the Board

- Section 1. At all meetings of the members, all questions, unless otherwise expressly directed by the By-Laws, shall be decided by the vote of a majority of the Board. All meetings shall be held at the Senior Citizen Activity Center.
- Section 2. Special meetings of the members shall be called at any time by the Secretary/Treasurer upon the request of the Chairman.

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Fees

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- Section 2. There will be a maintenance fee commensurate with expenses incurred for use of the activity center after 5:00 p.m. per evening. These activities must be relative to senior citizen functions (banquets, reunions, fund-raising projects, etc.) after 5:00 p.m.

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Personnel for the Senior Citizen Activity Center

- Section 1. Personnel will be hired by the city manager or his designee agent.
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ARTICLE VI

Revision of the By-Laws

- Section 1. The City Commission may revise, amend or repeal the By-Laws.
- Section 2. Board members, by a majority vote, may recommend revisions and amendments to the By-Laws and the Chairman of said Board shall present said recommended revisions and amendments to the City Commission for approval.

ARTICLE VII

Organization Status

- Section 1. This organization is organized exclusively for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code.

Notwithstanding any other provision of these articles, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law) or (b) by an organization contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1986 (or corresponding provision of any future United States Internal Revenue law).

Upon the dissolution of this organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code (or corresponding section of any future tax code), or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed by the Court of Common Pleas of the country in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

GILMORE & BELL, P.C.
May 28, 2014

ORDINANCE NO. S-14-04

**OF THE
CITY OF COFFEYVILLE, KANSAS**

**AUTHORIZING THE ISSUANCE OF
\$4,500,000 TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2014-A AND SERIES 2014-B
(NIEL HOTEL, LLC)**

(Published in *The Coffeyville Journal*, June ____, 2014)

ORDINANCE NO. S-14-04

AN ORDINANCE AUTHORIZING THE CITY OF COFFEYVILLE, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2014-A AND SERIES 2014-B (NIEL HOTEL, LLC) IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,500,000 FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION, FURNISHING AND EQUIPPING OF A COMMERCIAL HOTEL FACILITY; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

THE GOVERNING BODY OF THE CITY OF COFFEYVILLE, KANSAS HAS FOUND AND DETERMINED:

A. The City of Coffeyville, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities; and

B. The Issuer's governing body has determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2014-A and Series 2014-B (Niel Hotel, LLC) dated as of their Issue Date in the aggregate principal amount of not to exceed \$4,500,000 (jointly, the "Bonds"), for the purpose of paying the costs of the acquisition, construction, furnishing and equipping of a commercial hotel facility (the "Project") as more fully described in the Bond Agreement and in the Lease authorized in this Ordinance, for lease to Niel Hotel, LLC, a Kansas limited liability company (the "Tenant"); and

C. The Issuer's governing body finds that it is necessary and desirable in connection with the issuance of the Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

(i) a Bond Agreement dated as of the Issue Date of the Bonds (the "Bond Agreement"), among the Issuer, the Tenant and Community National Bank & Trust, Coffeyville, Kansas (the "Bank") prescribing the terms and conditions of issuing and securing the Bonds;

(ii) a Lease dated as of the Issue Date of the Bonds (the "Lease"), with the Tenant, under which the Issuer will acquire, construct, furnish and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments; and

D. The Issuer's governing body has found that under the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project purchased or constructed with the proceeds of the Bonds is eligible for exemption from ad valorem property taxes for up to 7 years, commencing in the calendar year following the calendar year in which the Bonds are issued, if proper application is made. The Issuer's governing body has further found that the Project should be exempt from ad valorem property taxes for a period of 7 years[, subject to a payment in lieu of taxes for each year of the exemption, as more particularly described in the Agreement for Payment in Lieu of Taxes]. Prior to making this determination, the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d.

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

Section 1. **Definition of Terms.** All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Bond Agreement and the Lease.

Section 2. **Authority to Cause the Project to Be Purchased and Constructed.** The Issuer is authorized to cause the Project to be acquired, constructed, furnished and equipped in the manner described in the Bond Agreement and the Lease.

Section 3. **Authorization of and Security for the Bonds.** The Issuer is authorized and directed to issue the Bonds, to be designated "City of Coffeyville Kansas Taxable Industrial Revenue Bonds, Series 2014-A and Series 2014-B (Niel Hotel, LLC)" in the aggregate principal amount of not to exceed \$4,500,000, for the purpose of providing funds to pay the costs of the acquisition, construction, furnishing and equipping of the Project. The Bonds will be dated and bear interest, will mature and be payable at such times, will be in such forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Bond Agreement. The Bonds will be special limited obligations of the Issuer payable solely from the revenues derived from the Lease of the Project. The Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer, and will not be payable in any manner by taxation.

Section 4. **Authorization of Bond Agreement.** The Issuer is authorized to enter into the Bond Agreement with the Bank and the Tenant in the form approved in this Ordinance. The Issuer will issue and sell the Bonds and provide for payment of the Bonds and interest thereon from the revenues derived by the Issuer under the Lease and other moneys as described in the Bond Agreement, all on the terms and conditions in the Bond Agreement.

Section 5. **Lease of the Project.** The Issuer will acquire, construct and equip the Project and lease it to the Tenant according to the provisions of the Lease in the form approved in this Ordinance.

Section 6. **Approval of the Guaranty Agreement.** The form of the Guaranty Agreement dated as of the Issue Date of the Bonds among the Tenant and the other guarantor(s) named, and the Bank, for the benefit of the owners of the Bonds is approved.

Section 7. **Execution of Bonds and Bond Documents.** The Mayor of the Issuer is authorized and directed to execute the Bonds and deliver them to the Bank for authentication on behalf of the Issuer in the manner provided by the Act and in the Bond Agreement. The Mayor or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to passage of this Ordinance, with such corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 8. **Property Tax Exemption.** The Project will be exempt from ad valorem property taxes for 7 years, commencing in the calendar year after the calendar year in which the Bonds are issued. The

Tenant will prepare the application for exemption and submit it to the Issuer for its review. After its review, the Issuer will submit the application for exemption to the State Court of Tax Appeals.

Section 9. **Pledge of the Project and Net Lease Rentals.** The Issuer hereby pledges the Project and the net rentals generated under the Lease to the payment of the Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Bonds are paid or deemed to have been paid in accordance with the terms of the Bond Agreement.

Section 10. **Further Authority.** The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Bonds and the Bond Documents.

Section 11. **Effective Date.** This Ordinance shall take effect after its passage by the governing body of the Issuer, signature by the Mayor and publication once in the Issuer's official newspaper.

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PASSED by the governing body of the Issuer on June ____, 2014 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

James Falkner, Mayor

ATTEST:

Cindy Price, City Clerk

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CERTIFICATE

I hereby certify that the attached copy is a true and correct copy of Ordinance No. ____ of the City of Coffeyville, Kansas duly passed by the governing body, signed by the Mayor and published in the official City newspaper on the respective dates stated in this ordinance, and that the signed original of such Ordinance is on file in my office.

[SEAL]

Cindy Price, City Clerk

BOND AGREEMENT

between

CITY OF COFFEYVILLE, KANSAS

and

**COMMUNITY NATIONAL BANK & TRUST
COFFEYVILLE, KANSAS**

and

NIEL HOTEL, LLC

Dated as of the Issue Date of the Bonds

**City of Coffeyville, Kansas
Not Exceeding \$4,200,000
Taxable Industrial Revenue Bonds
Series 2014-A
and
Not Exceeding \$300,000
Taxable Industrial Revenue Bonds
Series 2014-B
(Niel Hotel, LLC)**

BOND AGREEMENT

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BOND AGREEMENT

THIS BOND AGREEMENT, dated as of the Issue Date of the Bonds, between the City of Coffeyville, Kansas an incorporated city of the first class duly organized under the laws of the State of Kansas (the "Issuer"), Community National Bank & Trust, Coffeyville, Kansas, a banking corporation or association organized under the laws of the United States of America or one of the states thereof (the "Bank"), having a commercial banking office in Coffeyville, Kansas, as depository, fiscal and paying agent, and Niel Hotel, LLC, a Kansas limited liability company (the "Tenant").

The Issuer, the Bank and the Tenant hereby agree as follows:

Section 1. Definitions. As used in this Bond Agreement and the Lease, the following terms have the following meanings:

"**Act**" means K.S.A. 12-1740 *et seq.*, as amended.

"**Assignment**" means the Assignment of Lease and Security Agreement, dated as of the date hereof, from the Issuer to the Bank.

"**Authorized Tenant Representative**" means the person designated to act on behalf of the Tenant as provided in *Section 11* of this Bond Agreement.

"**Bank**" means Community National Bank & Trust, Coffeyville, Kansas, as fiscal and paying agent and as initial purchaser and Owner of the Series 2014-A Bonds.

"**Bond Agreement**" means this Bond Agreement as from time to time amended and supplemented.

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

"**Bond Fund**" means the Bond Fund created by *Section 5* hereof.

"**Bonds**" means the Issuer's Taxable Industrial Revenue Bonds, Series 2014-A and Series 2014-B (Niel Hotel, LLC), in an aggregate original principal amount not exceeding \$4,500,000 issued pursuant to this Bond Agreement.

"**Change of Circumstances**" means the occurrence of any of the following events:

(a) title to, or the temporary use of, all or any substantial part of the Project shall be condemned by any authority exercising the power of eminent domain;

(b) title to such portion of the Land is found to be deficient or nonexistent to the extent that the Project is untenable or the efficient utilization of the Project by the Tenant is substantially impaired;

(c) substantially all of the Improvements are damaged or destroyed by fire or other casualty; or

(d) as a result of: (i) changes in the constitution of the State; or (ii) any legislative or administrative action by the State or any political subdivision thereof, or by the United States; or (iii) any action instituted in any court, the Lease shall become void or unenforceable, or impossible of performance without

unreasonable delay, or in any other way by reason of such changes of circumstances, unreasonable burdens or excessive liabilities are imposed upon Issuer or Tenant.

"Completion Date" means the date the Project is completed as certified in accordance with *Section 5.5* of the Lease.

"Costs of Issuance" means any and all expenses of whatever nature incurred in connection with the issuance and sale of Bonds, including, but not limited to, underwriting fees and expenses, underwriting discount, initial fees of the Bank, appraisal fees, administrative fees or expenses of the Issuer, bond and other printing expenses and legal fees and expenses of Bond Counsel, Issuer's counsel, Bank counsel and counsel for the Tenant.

"Event of Default" means, with respect to this Bond Agreement, an "Event of Default" as defined in *Section 7* hereof and, with respect to the Lease, an "Event of Default" as defined in *Section 1.1* thereto.

"Government Securities" means direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Guarantor" means any signatory to the Guaranty Agreement.

"Guaranty Agreement" means the Guaranty Agreement, dated as of Issue Date of the Bonds, from the Guarantors to the Bank as fiscal and paying agent for the benefit of all Owners of the Bonds, as from time to time amended and supplemented.

"Improvements" means all real property improvements and personal property purchased in whole or in part with the proceeds of the Bonds and any additional Improvements as contemplated by *Article XII* of the Lease.

"Interest Payment Date" means any date on which any interest is payable on any Bonds.

"Issue Date" means the date on which the initial Bond certificates representing the Bonds are authenticated by the Bank and delivered in exchange for payment of all or part of their purchase price.

"Issuer" means the City of Coffeyville, Kansas an incorporated city of the first class duly organized under the laws of the State of Kansas, and its successors and assigns.

"Lease" means the Lease, dated as of Issue Date of the Bonds, between the Issuer and the Tenant, as from time to time amended or supplemented.

"Net Proceeds" means the gross proceeds from the insurance (including without limitation title insurance) or condemnation award with respect to which that term is used remaining after the payment of all expenses (including without limitation attorneys' fees and any expenses of the Issuer, the Tenant, the Bank or any other Owner of the Bonds) incurred in the collection of such gross proceeds.

"Outstanding" means, as of a particular date, all Bonds issued, authenticated and delivered under this Bond Agreement, except:

(a) Bonds canceled by the Bank or delivered to the Bank as fiscal and paying agent for cancellation pursuant to this Bond Agreement;

(b) Bonds for the payment or redemption of which moneys or investments have been deposited in trust and irrevocably pledged to such payment or redemption; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Bond Agreement.

"Owner" means the Owner of any Bond as shown on the registration books of the Bank maintained as provided in this Bond Agreement.

"Permitted Encumbrances" means Permitted Encumbrances as defined in the Lease.

"Permitted Investments" means any of the following securities, which are permitted for investment of funds held by the depository pursuant to this Bond Agreement:

(a) Government Securities;

(b) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, National Bank for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Association;

(c) savings or other depository accounts or certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Bank and its affiliates), provided that such deposits shall be either of a bank, trust company or national banking association continuously and fully insured by the Federal Deposit Insurance Corporation, or continuously and fully insured by a guarantee deposit bond issued by an acceptable insurance carrier which carrier would include Kansas Bankers Surety of Topeka, Kansas which shall have an insured amount (exclusive of accrued interest) at all times at least equal to the principal amount of such deposits and shall be lodged with the Bank, as custodian, by the bank, trust company or national banking association accepting such deposit or issuing such certificate of deposit, and the bank, trust company or national banking association issuing each such certificate of deposit required to be so secured shall furnish the Bank an undertaking satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit and the Bank shall be entitled to rely on each such undertaking;

(d) any repurchase agreement with any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Bank) or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities described in clauses (a) or (b) above, and

(e) investments in shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in clauses (a), (b) or (c) above or repurchase agreement related thereto.

"Project" means the Project described in *Schedule I* hereto and any additions, modifications, improvements, replacements, repairs, renewals, reconstruction or restoration thereof, therefor or thereto made pursuant to *Section 11.1 or 12.1* of the Lease.

"Project Costs" means (a) all costs and expenses incurred in or necessary or incident to the purchase, construction and installation of the Improvements; (b) interest accruing on the Bonds prior to the Completion Date; (c) expenses incurred by the Tenant for preliminary plans, surveys, soil borings and other items necessary to the commencement of construction; (d) the cost of any insurance or construction bonds related to the Project prior to the Completion Date; (e) the cost of the title evidence required by *Section 6.4* of the Lease; and (f) Costs of Issuance.

"Project Fund" means the Project Fund created by *Section 5* hereof.

"Series 2014-A Bonds" means the Issuer's Taxable Industrial Revenue Bonds, Series 2014-A (Niel Hotel, LLC), in the aggregate principal amount of not to exceed \$4,200,000.

"Series 2014-B Bonds" means the Issuer's Taxable Industrial Revenue Bonds, Series 2014-B (Niel Hotel, LLC), in the aggregate principal amount of not to exceed \$300,000.

"Tenant" means Niel Hotel, LLC, a Kansas limited liability company, and its successors or assigns and any surviving, resulting or succeeding business entity, as provided in *Sections 9.2 and 9.4* of the Lease.

Section 2. Bank's Representations.

(a) *Bonds Purchased by Sophisticated Investor.* The Bank is purchasing the Series 2014-A Bonds in the ordinary course of the commercial banking business of the Bank (and other commercial banks) for the account of the Bank and such other banks with the intent that the Series 2014-A Bonds will be held as investments by the Bank and such other banks; and such purchase is not made with a view by it or any of such other banks toward their public distribution or for the purpose of offering, selling or otherwise participating in a public distribution of the Series 2014-A Bonds.

(b) *Adequacy of Investment Information.* To the best of the Bank's knowledge, the Tenant and the Issuer have furnished to the Bank, for itself and any such other banks, (1) such financial and other information as they deem necessary in order for them to make an informed decision with respect to the purchase of the Series 2014-A Bonds, (2) ample opportunity to ask questions of, and to receive answers from, appropriate officers of the Tenant and the Issuer concerning the Tenant and the Issuer and the terms and conditions of the Series 2014-A Bonds, and (3) all additional information that the Bank has requested.

(c) *Qualification as Private Placement.* It is the Bank's understanding and intention that its purchase of the Series 2014-A Bonds will qualify as an exempt transaction as described in Section 4(2) of the Securities Act of 1933, as amended, and that the Bank's ability to sell or transfer the Series 2014-A Bonds, or some of them, will be subject to the limitations set forth in the Series 2014-A Bond form attached as *Exhibit A-1*.

Section 3. Owner's Representations. The Owner of the Series 2014-B Bonds represents that: (a) it is purchasing the Series 2014-B Bonds solely for its own account for investment purposes only, and not with a view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof (subject to the understanding that disposition of its property will remain at all times within its control); (b) it has had access to, and has examined to the extent it deems necessary (1) information concerning the Project and the Series 2014-B Bonds, (2) copies of the Ordinance, this Bond Agreement, the Lease and the Guaranty Agreement relating to the authorization of and security for payment of the Series 2014-B Bonds, and (3) financial statements and other data of the Tenant which it considers sufficient to enable it to form a decision concerning such purchase; (c) it has had all questions answered by appropriate officers and employees of the Tenant, and it has received all information necessary for it to evaluate the merits and risks of purchasing the Series 2014-B Bonds; (d) it has sufficient knowledge

and experience in business and financial matters in general, and investments such as the Series 2014-B Bonds in particular, to enable it to evaluate the risks involved in an investment in the Series 2014-B Bonds, and it confirms that its investment in the Series 2014-B Bonds constitutes an investment that is suitable for and consistent with its investment program and that it is able to bear the economic risk of an investment in the Series 2014-B Bonds, including a complete loss of such investment; (e) it understands that the Series 2014-B Bonds have not been registered under the Securities Act of 1933, as amended (the "1933 Act") or the securities laws of any state and will be sold to it in reliance upon certain exemptions from registration and in reliance upon its representations and warranties set forth herein; (f) it will only offer, sell, pledge, transfer or exchange any of the Series 2014-B Bonds it purchases (1) in accordance with an available exemption from the registration requirements of Section 4 of the 1933 Act, (2) in accordance with any applicable state securities law and (3) in accordance with the provisions of the Series 2014-B Bonds and this Bond Agreement; and (g) it acknowledges and understands that the Issuer, Bond Counsel, Tenant's Counsel, and the Tenant are each relying and will continue to rely on the representations made herein.

Section 4. The Bonds. The Bonds are described as follows:

(a) *Principal Amount; Purchase Price; Form of Bonds; Source of Repayments.* The Series 2014-A Bonds shall be issued by the Issuer in an aggregate principal amount not exceeding \$4,200,000, and Series 2014-B Bonds shall be issued by the Issuer in an aggregate principal amount not exceeding \$300,000, and shall be purchased by the Tenant at their par principal amount for the purpose of providing funds to pay, or reimburse the Tenant for payment of, Project Costs. They shall be in substantially the forms attached hereto as *Exhibits A-1 and A-2*. The Bonds shall be in the aggregate original principal amount of the amount advanced to the Project Fund by the Owner of the Bonds on the Issue Date, and each amount subsequently advanced to the Project Fund at the request of the Tenant made by presenting to the Bank a completed requisition for payment of Project Costs in the form attached as *Appendix A* to the Lease, but not exceeding an aggregate principal amount of \$4,500,000. Pending advancement by the Owner of the Bonds of the entire authorized principal amount of Bonds, or receipt from the Tenant of a Certificate of Completion, whichever comes first, the Bank shall retain custody of all Bond certificates. The Bank, acting as fiscal and paying agent for the Issuer, shall endorse the Schedule of Principal Amount Advanced attached to the Bond certificate to reflect an increase in principal amount Outstanding each time the Owner of the Bonds advances money to the Project Fund to pay Project Costs as requested by the Tenant. Each such endorsement reflecting an increase in Outstanding principal amount shall constitute the Bank's authentication of the issuance of Bonds reflected by such endorsement. The Issuer hereby irrevocably authorizes the Bank to so endorse each Bond certificate; however, failure by the Bank to effect any such endorsement or any error in such endorsement shall not limit the Issuer's obligations under the Bond certificate with respect to principal amounts which are in fact Outstanding. The Bank shall, upon request, send written confirmation to the Tenant of the amount of Bonds Outstanding on any date. The Bank agrees that immediately upon the making of any endorsement on the Schedule of Principal Amounts Advanced attached to the Bond certificate, the Bank will immediately certify such endorsement by execution of a Certificate of Issuance in substantially the form set forth as *Exhibit B* hereto, and forward the Certificate of Issuance to Gilmore & Bell, P.C., 100 North Main, Suite 800, Wichita, Kansas 67202. All Bonds must be issued, if at all, by the Completion Date.

The Bonds shall be payable as set forth in *Exhibits A-1 and A-2* and shall be dated, bear interest, and be subject to redemption and transfer as set forth in such forms. All of the terms and provisions of the Bonds as set forth in *Exhibits A-1 and A-2* are incorporated into this Bond Agreement by reference. The Bonds and the interest and redemption premium, if any, thereon will not be a general obligation of the Issuer, but shall be payable solely out of the revenues derived by the Issuer pursuant to the Lease (except to the extent payable from proceeds of sale or re-letting of the Project or from moneys paid pursuant to the Guaranty Agreement). Payment of principal, redemption premium, if any, and interest on the Bonds is secured by a pledge of the Project and the net rentals therefrom pursuant to the Ordinance. The Series 2014-

B Bonds shall be junior and subordinate with respect to the payment of principal and interest and in all other respects to the Series 2014-A Bonds and, in the event of any default in the payment of either principal of, premium, if any, or interest on any of the Bonds, the revenues derived by the Issuer pursuant to the Lease will be applied solely to the payment of the principal of and interest on the Series 2014-A Bonds until all Outstanding principal, premium if any, and accrued interest on the Series 2014-A Bonds have been paid in full, or provision has been made for such payment.

(b) *Execution and Authentication of Bonds.* The Bonds shall be executed as specified in *Exhibits A-1 and A-2*. If any officer of the Issuer whose signature appears on the Bonds shall cease to be such officer before delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until delivery. The Bonds may be executed by such persons as shall be the proper officers to sign the Bonds at the actual time of execution of the Bonds although at the date of such Bonds such person may not have been such officer. The Bonds shall have endorsed thereon a Certificate of Authentication which shall be manually executed by the Bank as fiscal and paying agent for the Issuer upon the initial delivery of the certificate. No Bonds shall be entitled to any security or benefit under this Bond Agreement or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed. The Certificate of Authentication on any Bond certificate shall be deemed to have been duly executed when signed by any authorized officer or employee of the Bank.

(c) *Appointment of Fiscal and Paying Agent; Transfer of Bonds; Annual Report to Issuer.* The Bank is the initial Bond Owner of the Series 2014-A Bonds and is hereby appointed by the Issuer as the Issuer's fiscal and paying agent. Ownership of the Bonds may be transferred as set forth in the form of the Bonds attached hereto as *Exhibits A-1 and A-2*. If ownership of any Bonds is transferred, the assigned Bond certificates shall be reissued to the transferee by the Bank as fiscal and paying agent for the Issuer, and shall be authenticated as of the payment date immediately preceding the effective date of the transfer. The Bank shall annually within 90 days after the end of each calendar year report to the Issuer the principal balance outstanding on the Bonds as of the preceding December 31, and the amount of principal and interest paid on the Bonds during that year, in order to enable the Issuer to timely report such information to the State of Kansas as required by law.

(d) *Negative Covenant Regarding Issuance of Additional Bonds.* The Issuer will not issue any other obligations payable out of the revenues derived by the Issuer pursuant to the Lease or secured by an assignment, security interest in or other lien upon any of the rights of the Issuer in the Project and under the Lease without the written consent of all Owners of the Bonds.

(e) *Guaranty Agreement.* Concurrently with the initial issuance of the Bonds, the Tenant will execute and deliver to the Bank the Guaranty Agreement, pursuant to which the Tenant and others will unconditionally guarantee to the Bank, acting on behalf of all Owners of the Bonds from time to time, payment of all principal, redemption premium, if any, and interest on the Bonds. Performance of the obligations of the Tenant under the Guaranty Agreement will be secured by a collateral assignment to the Bank of the Tenant's leasehold interest in the Lease.

(f) *Security for Bonds.* The Issuer has by Ordinance pledged the Project and the net revenues generated by the Issuer under the Lease as security for payment of the principal of, redemption premium, if any, and interest on the Bonds.

(g) *Provision for Payment of Bonds.* The Series 2014-A Bonds shall be deemed to be paid when payment of the principal, redemption premium, if any, and interest to the due date thereof (whether by reason of maturity or earlier redemption, or otherwise), either (i) has actually been made in accordance with the terms thereof, or (ii) has been provided for by depositing with a bank or trust company, including the

Bank, if eligible, in trust and irrevocably set aside exclusively for such payment (1) cash sufficient to make such payment or (2) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payments when due. The Series 2014-B Bonds shall also be deemed paid if the Bond certificate(s) are surrendered to the Bank as paying agent, accompanied by a written communication from the registered Owner waiving payment and directing that they be cancelled without actual payment. At such time as a Bond shall be deemed to be paid as provided in this paragraph, it shall no longer be secured by the pledge of the Project or the revenues generated under the Lease or entitled to benefit from this Bond Agreement or the Guaranty Agreement, except for the purpose of receiving payment from such moneys or Government Securities.

Section 5. Project Fund, Bond Fund and Other Funds. The following funds and accounts shall be established:

(a) *Project Fund.* There is hereby established with the Bank, as depositary, a separate special fund designated "City of Coffeyville, Kansas Project Fund (Niel Hotel, LLC)" which shall be held, invested and disbursed by the Bank, as depositary, as hereinafter provided in this Section and *Article V* of the Lease. All moneys that will remain on deposit in the Project Fund for over 10 days shall be invested in Permitted Investments as directed in writing by the Tenant (or in the absence of Tenant's written direction, in Permitted Investments described in paragraph (c) of the definition). The proceeds of the Bonds as advanced and any investment earnings accruing thereof shall be deposited in the Project Fund. The Bank shall disburse moneys in the Project Fund to pay Project Costs in accordance with the provisions of *Article V* of the Lease. If any moneys remain in the Project Fund on the Completion Date, they shall be deposited in the Bond Fund and used as provided in *Exhibits A-1 and A-2*.

(b) *Bond Fund.* There is also hereby established with the Bank, as paying agent, a separate special fund designated "City of Coffeyville, Kansas Bond Fund (Niel Hotel, LLC)", which shall be held, invested in Permitted Investments and disbursed by the Bank, as paying agent, as hereinafter provided in this Section and in *Section 3.1* of the Lease. All payments of Basic Rent received by the Bank, as paying agent and assignee of the Issuer's interest in the Lease, shall be deposited in the Bond Fund. On each date on which interest or principal is payable on the Bonds as provided therein, the Bank shall withdraw moneys from the Bond Fund sufficient to make such payments on the Bonds, and shall transmit such moneys by check or draft mailed to each Owner of the Bonds at the address as shown on the Bank's records. All moneys on deposit or to be deposited in the Bond Fund from time to time shall be deemed pledged exclusively to payment of principal and interest on the Bonds, and the Issuer hereby grants to all Owners of the Bonds a security interest in the Bond Fund and the moneys on deposit or to be deposited therein from time to time to secure payment of the Bonds. If after the Bonds have been fully paid and discharged moneys remain on deposit in the Bond Fund, such moneys shall be returned to the Tenant.

(c) *Additional Special Funds.* Any Net Proceeds of insurance, condemnation awards or other moneys paid to the Bank, as depositary or as paying agent, under this Agreement or the Lease shall be deposited in one or more special funds held by the Bank, as depositary or as paying agent, and applied, with accrued interest, to the purposes specified in the Lease for which such moneys were deposited. The Bank agrees to pay to the Issuer, upon receipt, any Additional Rent due to the Issuer under the Lease and paid to the Bank under this Section.

(d) *Investment Fees and Expenses.* The Bank may charge the Tenant, the Bond Fund, the Project Fund, or any other special fund from which an investment is made, for any fees and expenses incurred in making such investment and the Bank, as depositary or as fiscal and paying agent, may make any investment pursuant to this Section through its money management or short-term investment department.

(e) *Bank as Sole Owner of the Series 2014-A Bonds.* If the Bank is the sole Owner of the Series 2014-A Bonds, payments of Basic Rent made by the Tenant under the Lease which coincide with payments of principal and interest on the Series 2014-A Bonds may be received directly by the Bank as Owner of the Series 2014-A Bonds without being deposited in the Bond Fund. Such payments shall be credited against the Tenant's obligation to make payments of Basic Rent under the Lease, against the Guarantor's obligations to make payments of principal and interest on the Series 2014-A Bonds under the Guaranty Agreement, and against the Issuer's obligation to make payments of principal and interest on the Series 2014-A Bonds. If the Series 2014-A Bonds are at any time held by more than one Owner, then payments of Basic Rent shall be received and disbursed in accordance with the provisions of *subsection (b)* of this Section.

(f) *Tenant as Sole Owner of the Series 2014-B Bonds.* If the Tenant is the sole Owner of the Series 2014-B Bonds, payments of Basic Rent made by the Tenant under the Lease which coincide with payments of principal and interest on the Series 2014-B Bonds may be received directly by the Bank as Owner of the Series 2014-B Bonds without being deposited in the Bond Fund. Such payments shall be credited against the Tenant's obligation to make payments of Basic Rent under the Lease, against the Guarantor's obligations to make payments of principal and interest on the Series 2014-B Bonds under the Guaranty Agreement, and against the Issuer's obligation to make payments of principal and interest on the Series 2014-B Bonds. If the Series 2014-B Bonds are at any time held by more than one Owner, then payments of Basic Rent shall be received and disbursed in accordance with the provisions of *subsection (b)* of this Section.

Section 6. The Bank. The Bank's duties as a depository and as fiscal and paying agent shall be subject to the following provisions:

(a) *Limitations on Duty of Care.* The Bank is not under any duty to give the property held in the Bond Fund, the Project Fund or any special fund any greater degree of care than it gives its own similar property and is not liable or responsible for any action or omission to act by it under this Section except for its own negligence or willful misconduct.

(b) *Reliance.* The Bank may act in reliance upon any instrument or signature reasonably believed by it to be genuine and authorized.

(c) *No Representation.* The Bank makes no representation as to the validity, genuineness or collectibility of any security held in the Bond Fund, the Project Fund or any other special fund.

(d) *Liability Limitation.* The Bank is not bound by any agreement or contract not signed by it, other than as assignee of the Issuer under the Lease. Its only duties or responsibilities as depository are to deal with the Bond Fund, the Project Fund and any other special fund in accordance with this Bond Agreement.

(e) *Agents; Attorneys-Reliance.* The Bank may execute or perform any of its powers or duties either directly or through agents, attorneys or receivers and is not responsible for any misconduct or negligence on the part of any agent, attorney or receiver chosen by it with due care, and the Bank is entitled to act upon and may conclusively rely upon the opinion or advice of counsel, who may be counsel to the Issuer, the Tenant or the Bank, concerning all matters and duties related hereto, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as are employed in connection herewith. The Bank is not responsible for any loss or damage resulting from any action or nonaction taken or omitted to be taken in good faith reliance upon such opinion or advice of counsel.

(f) *Recitals, Filings, Investment Losses.* The Bank shall not be responsible for any recital herein or in the Bonds (except with respect to the certificate of authentication of the Bank as fiscal and paying agent endorsed on the Bonds), or for the recording, rerecording, filing or refiling of any security

agreement or instrument in connection herewith, or for insuring the Project or collecting any insurance moneys, or for the validity of execution by any party of this Bond Agreement, any supplement or amendment hereto, any other instrument related hereto, or for the sufficiency of security for the Bonds. The Bank shall not be responsible for any loss suffered in connection with any investment of funds made in accordance with *Section 5* hereof.

(g) *Bond Ownership; Use.* The Bank, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights which it would have if it were not serving as depositary, fiscal and paying agent hereunder.

(h) *Consents or Requests Binding on Future Owners.* Any action taken by the Bank upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(i) *Proof of Certain Facts.* As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper, or proceeding, or whenever in the administration of its functions hereunder or related hereto the Bank shall deem it advisable that a matter be proved or established prior to taking, suffering or omitting any action, the Bank shall be entitled to rely upon a certificate signed by the Authorized Tenant Representative or a representative of the Issuer as sufficient evidence of the facts therein contained, and prior to the occurrence of an Event of Default of which the Bank has been notified as provided in *subsection (k)* of this *Section 6* or of which by said subsection it is deemed to have notice, the Bank shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(j) *Further Liability Limitation.* The permissive right of the Bank to do things enumerated shall not be construed as a duty, and the Bank shall not be answerable for other than its negligence or willful misconduct.

(k) *Notice.* The Bank shall not be required to take notice or be deemed to have notice of any default or Event of Default except failure by the Tenant to timely deliver Basic Rent for deposit to the Bond Fund, unless the Bank shall be specifically notified in writing of such default or Event of Default by the Issuer or by the Owners of at least 25% of the aggregate principal amount of all Bonds Outstanding.

(l) *No Bond or Surety.* The Bank shall not be required to give any bond or surety with respect to the execution of its duties and powers or otherwise in respect to the Bonds or the Project.

(m) *Required Proof of Entitlement.* The Bank shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Bond Agreement or related instruments, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof deemed desirable by the Bank to establish the right to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Bank.

(n) *Indemnity Prior to Action.* Notwithstanding anything otherwise provided in this Bond Agreement or other instrument related hereto, before taking any action (other than the application of available moneys in the Bond Fund to payments on the Bonds) the Bank may require that satisfactory indemnity be provided to it for the reimbursement of all fees, costs and expenses (including, without limitation attorney's fees and expenses) to which it may be put and to protect it against all liability which it may incur in or by reason of such action, including, without limitation, liability in connection with

environmental contamination and the cleanup thereof, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(o) *Bank Action Authorized.* Notwithstanding any other provision in this Bond Agreement or other instrument related hereto, the rights, privileges and immunities provided to the Bank by this *Section 6* and any other provision of this Bond Agreement or any related instrument intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification of the Bank shall be interpreted to include any action of the Bank whether it is deemed to be in its capacity as depository, fiscal and paying agent, assignee of Issuer pursuant to the Assignment, beneficiary of the Guaranty Agreement or other related capacity. The provisions of this *Section 6* shall be applicable to the Bank with respect to any function which it performs with respect to the Bonds.

(p) *Limitation on Directed Action.* The Bank may elect not to proceed in accordance with the directions of the Owners of the Bonds without incurring any liability to them if, in the opinion of the Bank, such direction would result in environmental or other liability to the Bank, in its individual capacity, for which the Bank has not received indemnity pursuant to this Section, and the Bank may rely conclusively upon an opinion of counsel in determining whether any action directed may result in such liability.

(q) *Environmental Hazards.* The Bank may inform the Owners of the Bonds of environmental hazards that the Bank has reason to believe exist, and the Bank has the right to take no further action with respect to the Project if the Bank, in its individual capacity, determines that any such action could materially and adversely subject the Bank to environmental or other liability for which the Bank has not received indemnity satisfactory to it.

(r) *Reasonable Fees and Expenses.* The Bank shall be entitled to payment of and/or reimbursement for reasonable fees and expenses for its ordinary services and all advances, agent and counsel fees and other ordinary expenses reasonably and necessary made or incurred by the Bank in connection with such ordinary services and, in the event that it should become necessary that the Bank perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith. Pursuant to *Section 3.2* of the Lease, the Tenant has agreed to pay the reasonable fees, charges and expenses of the Bank. Upon the occurrence of an Event of Default and during its continuance, the Bank shall have a first lien, with right of payment prior to payment of principal or interest on the Bonds, upon all moneys in its possession under any of the provisions hereof for the foregoing reasonable fees, advances, costs and expenses incurred.

(s) *Resignation; Successor.* The Bank may resign from its duties as depository, fiscal and paying agent hereunder, or under any other related instrument, upon giving 60 days' advance written notice to Issuer and Tenant. Such resignation shall become effective at the end of such 60 days or upon the earlier appointment of a successor by the Owners of a majority in principal amount of the Bonds outstanding, provided, however, that, in the case of a vacancy, the Issuer may appoint a temporary successor to serve until a permanent successor shall be appointed by the Owners of the Bonds as above provided. If no successor shall have been appointed and have accepted such appointment within said 60-day period, the Bank or any Owner of the Bonds may petition any court of competent jurisdiction for the appointment of a successor. The Bank shall deliver assets held hereunder to the successor appointed and accepting such appointment pursuant to this subsection, and thereupon the obligations and duties of the Bank hereunder shall cease and terminate.

(t) *Bank's Enforcement Obligation.* Notwithstanding anything in this Bond Agreement to the contrary, the Bank, as assignee of the Issuer's interest under the Lease, in its name or in the name of the

Issuer, shall enforce all rights of the Issuer and all obligations of the Tenant under and pursuant to the Lease, whether or not the Issuer is in default under this Bond Agreement.

Section 7. Events of Default and Remedies.

(a) *Definition of Events of Default.* An "Event of Default" under this Bond Agreement shall mean any one or more of the following events:

(1) *Payment Default.* Default in the payment when due of any installment of principal of or any interest or premium on any Bond (which constitutes a default under the Guaranty Agreement) or default in any payment of any amount payable to the Bank, as depository or as paying agent under this Bond Agreement and expiration of any applicable right to cure;

(2) *Non-Payment Default.* A breach or failure of performance by the Tenant of any of its covenants under the Guaranty Agreement, or by the Tenant or the Issuer of any provision of this Bond Agreement (other than as referred to in (1) above) that is not remedied within 30 days after the Tenant or the Issuer, as the case may be, has received written notice thereof from the Bank or any Owner of the Bonds;

(3) *Breach of Material Representation or Warranty.* Any material representation or warranty of the Issuer or the Tenant contained herein, in the Lease, the Guaranty Agreement or in any certificate or other instrument or document delivered hereunder or thereunder or in connection with the financing of the Project shall prove to have been false or incorrect or breached in any material respect on the date on which it is made;

(4) *Lease Default.* The occurrence of an "Event of Default" under the Lease.

(5) *Guaranty Default.* The occurrence of an event of default under the Guaranty Agreement.

(b) *Default Remedies.* Upon the occurrence of an Event of Default under this Bond Agreement and upon written notice to the Issuer and the Tenant, the Bank may:

(1) *Acceleration of Maturity.* Declare the unpaid principal of any Bonds to be, and the same, together with the accrued interest thereon, shall forthwith become due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived; provided that upon the occurrence of any Event of Default as mentioned in (c) or (d) of the definition of "Event of Default" in the Lease, the unpaid principal of the Bonds, together with the accrued interest thereon, shall forthwith become due and payable without any further act or action on the part of any Owner of the Bonds.

(2) *Legal Action to Enforce Bonds and Lease.* As assignee of the Issuer's interests under the Lease, commence legal action against the Tenant to obtain (A) a judgment against the Tenant for all sums owing under the Lease or the Guaranty Agreement; and/or (B) judgment against the Tenant for possession and sale of the Project, with the proceeds of any sale applied to pay the Bonds and interest and any other sums owing by the Tenant under the Lease or the Guaranty Agreement, as provided in the Lease and this Bond Agreement.

(3) *Recovery of Attorney Fees.* Recover attorney fees and related costs incurred in pursuing any remedies under the Bonds, this Bond Agreement, the Lease, the Guaranty Agreement,

any document creating a pledge or security agreement securing the Tenant's obligations, or available at law, in equity or by statute.

(4) *Exercise of Remedies Under the Lease.* As assignee of the Issuer's interests under the Lease, undertake any of the remedies on default specified in *Article XX* of the Lease. Any net proceeds of any action under this Section shall be applied as provided in the Lease and this Bond Agreement.

(c) *Action by Owner(s) of the Bonds.* Any Owner(s) of the Bonds may also pursue any other remedy available to it at law or in equity or by statute or contemplated by the Bonds, this Bond Agreement, the Lease, the Guaranty Agreement or the Assignment.

(d) *Remedies Cumulative.* No such remedy is intended to be exclusive of any other remedy, but each remedy shall be cumulative and shall be in addition to any other remedy now or hereafter existing at law or in equity or by statute.

(e) *Waivers of Default.* No delay or omission to exercise any right or power accruing upon any Event of Default under this Bond Agreement shall impair any such right or power or be a waiver thereof or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient. The Owners of the Bonds may waive any Event of Default under this Bond Agreement and the breach of any requirement contained in this Bond Agreement or the Bonds, but such waiver must be in writing. Any such waiver shall be limited to such particular Event of Default or breach.

Section 8. Notices. Except as otherwise expressly provided, all notices, certificates or other communications hereunder or under the Assignment, the Guaranty or the Lease shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, addressed as follows:

- (i) If to the Issuer: City of Coffeyville
102 W. 7th, P.O. Box 1629
Coffeyville, Kansas 67337
Attention: City Clerk
- (ii) If to the Bank: Community National Bank & Trust
901 W. 11th
Coffeyville, Kansas 67337
Attention: Commercial Loan Department
- (iii) If to the Tenant or Guarantor: Niel Hotel, LLC
115 Blue Jay Dr., Suite 101
Liberty, Missouri 64068
Attention: Managing Member

(iv) If to any Owner(s) of the Bonds other than the Bank, at its address as it appears on the records kept by the Bank as fiscal and paying agent for the Bonds.

The Bonds, this Bond Agreement, the Lease, the Guaranty Agreement (except to the extent otherwise provided in the Lease or Guaranty Agreement) and the Assignment may not be amended or terminated unless such amendment is executed or consented to in writing by the Issuer, the Bank and the Tenant. It shall not be necessary to note any such amendment on any Bond unless the amendment is to the Bond itself.

Neither this Bond Agreement, the Lease nor the Bond shall constitute, give rise to, nor impose a pecuniary liability upon, or a charge upon the general credit of, the Issuer. The Bonds shall not constitute an indebtedness of the Issuer for any constitutional or statutory purpose, and shall not be payable in any manner from taxation.

Section 9. Miscellaneous Provisions.

(a) *Severability.* The invalidity or unenforceability of any one or more of the provisions of this Bond Agreement shall not affect the validity or enforceability of the remaining provisions hereof.

(b) *Authorized Tenant Representative.* Except as otherwise specified, any action to be taken by the Tenant under this Bond Agreement or the Lease may be taken by any person designated to act on behalf of the Tenant as Authorized Tenant Representative by a written certificate furnished to the Issuer and the Bank and signed by the President or any Vice President of the Tenant.

(c) *Execution and Counterparts.* This Bond Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

(d) *Offset by Bank.* Nothing in this Bond Agreement shall be deemed a waiver of or a prohibition of the exercise by the Bank any rights it may have with respect to offset of liabilities owed to the Tenant.

(e) *Section Headings.* The table of contents and section headings in this Bond Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions hereof.

(f) *Governing Law.* This Bond Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

(g) *Binding Effect.* This Bond Agreement shall inure to the benefit of and shall be binding upon the parties hereto and any subsequent Owners of the Bonds and their respective successors and assigns.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have caused this Bond Agreement to be duly executed by their duly authorized officials or officers.

CITY OF COFFEYVILLE, KANSAS

[SEAL]

By: _____
James Falkner, Mayor

ATTEST:

By: _____
Cindy Price, City Clerk

NIEL HOTEL, LLC

By: _____

Name: Larry Patel

Title: Managing Member

**COMMUNITY NATIONAL BANK
& TRUST,
Coffeyville, Kansas**

By: _____

Name: Jeffrey A. Stewart

Title: President

SCHEDULE I

DESCRIPTION OF PROPERTY

The following property acquired by the City of Coffeyville, Kansas (the "Issuer") in connection with the issuance by the City of its Taxable Industrial Revenue Bonds, Series 2014-A and Series 2014-B (Niel Hotel, LLC) (jointly, the "Bonds"):

- (a) The following described real estate in Montgomery County, Kansas:

said real property constituting the "Land" as referred to in the Lease entered into by the Issuer concurrently with the issuance of the Bonds (the "Lease"), subject to Permitted Encumbrances:

(b) All buildings, building additions, improvements, machinery and equipment constructed, located or installed on the Land, all or any portion of the costs of which were paid from the proceeds of the Bonds, and which constitute "Improvements" referred to in the Lease, together with any substitutions or replacements therefor, the property described in paragraphs (a) and (b) of this *Schedule I* together constituting the "Project" as referred to in the Lease.

EXHIBIT A-1

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE. NO TRANSFER, SALE, ASSIGNMENT OR HYPOTHECATION OF THIS SECURITY SHALL BE MADE. THE BANK, AS FISCAL AND PAYING AGENT, SHALL BE CONSIDERED UNDER "STOP TRANSFER" ORDERS FOR ALL TRANSFERS OF BONDS UNLESS: (1) THERE SHALL HAVE BEEN DELIVERED TO THE TENANT AND THE BANK PRIOR TO THE TRANSFER, SALE ASSIGNMENT OR HYPOTHECATION AN OPINION OF NATIONALLY RECOGNIZED BOND OR SECURITIES COUNSEL, SATISFACTORY TO THE TENANT AND THE BANK, TO THE EFFECT THAT REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED; OR (2) THERE SHALL BE A REGISTRATION STATEMENT IN EFFECT UNDER THE SECURITIES ACT OF 1933 AND UNDER ANY APPLICABLE STATE SECURITIES LAWS REQUIRING A STATE-LEVEL REGISTRATION STATEMENT WITH RESPECT TO THE TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION, AND, IN THE CASE OF BOTH (1) AND (2), THERE SHALL HAVE BEEN COMPLIANCE WITH ALL APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER. THE BANK, AS BOND REGISTRAR, SHALL NOT TRANSFER THIS BOND EXCEPT IN ACCORDANCE WITH THIS LEGEND AND THE CORRELATIVE PROVISIONS OF THE BOND AGREEMENT.

No. R-__

\$_____

UNITED STATES OF AMERICA
STATE OF KANSAS

CITY OF COFFEYVILLE, KANSAS

TAXABLE INDUSTRIAL REVENUE BOND
SERIES 2014-A
(NIEL HOTEL, LLC)

The City of Coffeyville, Kansas (the "Issuer"), hereby promises to pay, solely out of the sources hereinafter specified, _____, the registered Owner hereof, or registered assigns (an "Owner"), the principal sum of

_____ DOLLARS

or such lesser principal sum as is actually advanced hereunder pursuant to the Lease to pay Project Costs (both hereinafter defined), plus interest on the unpaid balance hereof accruing from the date of advance until paid, in lawful money of the United States of America, at the rates and payable as follows:

a. From the Issue Date of this Bond to the Amortization Commencement Date (herein defined), interest shall be paid in arrears on the principal amount of this Bond as advanced from time to time at the Fixed Rate (herein defined) commencing on the First Payment Date (herein defined) and continuing on each Payment Date thereafter until the Amortization Commencement Date.

b. On and after the Amortization Commencement Date, the then unpaid principal amount of this Bond, together with interest in arrears at the Fixed Rate, shall be paid in

monthly installments equal to the Amortization Amount (herein defined), commencing on the Amortization Commencement Date and continuing on each Payment Date thereafter until the Final Maturity Date.

c. One final payment in the amount of the entire unpaid balance hereunder (including all accrued and unpaid interest) on the Final Maturity Date.

The "Amortization Amount" shall mean the monthly amount sufficient to fully amortize and pay, in substantially equal monthly installments of principal and interest over a period of 240 months commencing on the Issue Date and ending on the Final Maturity Date, the entire unpaid balance of this Bond as of the Issue Date. At least 15 days before the first Payment Date following the Issue Date, a schedule of anticipated payments calculated at the Fixed Rate in effect on the Issue Date, with interest will be prepared by the Bank and attached to this Bond as *Schedule A*. A schedule of the required payments of principal and interest on this Bond is attached to this Bond as *Schedule A*. Copies of the schedule of payments shall be sent by the Bank to the Issuer, the Tenant and all Owners of this Bond. The Bank, as custodian of this Bond pursuant to *Section 4* of the Bond Agreement, shall attach such schedule hereto as *Schedule A*.

The "Amortization Commencement Date" shall mean the first day of the first calendar month after the date on which the Certificate of Completion (as defined in the Lease) is delivered in accordance with *Section 5.5* of the Lease.

A "Business Day" shall mean a day on which the Bank is open for business at its commercial bank office in Coffeyville, Kansas.

The "Final Maturity Date" shall be June ____, 2034.

The "First Payment Date" shall mean July ____, 2014.

The "Fixed Rate" shall mean 4.125% per annum, computed on the basis of 30 days per month for 360 [365] days per year.

The "Issue Date" shall mean the date endorsed by the fiscal and paying agent on the Certificate of Authentication on this Bond.

The "Payment Date" shall be the ____ day of each calendar month following the First Payment Date.

Payments of principal of and redemption premium, if any, and interest on this Bond shall be made in immediately available funds no later than 11:00 A.M., Central time, on the Payment Date, at Community National Bank & Trust (the "Bank") at its commercial banking office in Coffeyville, Kansas or such other place as the Bank may from time to time designate in writing, in lawful money of the United States of America. If the principal of or interest on this Bond falls due on a day other than a Business Day, then such due date shall be extended to the next succeeding full Business Day. If payment is made by check, the check must be delivered to the Bank at least 3 Business Days prior to the Payment Date.

If there is a default in the payment of any item or installment when due, the item or installment so in default shall continue as an obligation hereunder until the same shall be fully paid, and such item or installment shall be payable upon demand with interest thereon.

This Bond is issued pursuant to an Ordinance of the governing body of the Issuer and a Bond Agreement dated as of the Issue Date of this Bond (the "Bond Agreement"), between the Issuer, the Bank, and Niel Hotel, LLC (the "Tenant"), for the purpose of providing funds for the acquisition, construction,

furnishing and equipping of a commercial hotel facility located in the City of Coffeyville, Kansas (the "Project"), to be leased to the Tenant pursuant to a Lease, dated as of the Issue Date of this Bond (the "Lease"), between the Issuer and the Tenant by the authority of and in conformity with the constitution and statutes of the state of Kansas, including particularly K.S.A. 12-1740 *et seq.*, as amended, and all other laws of said state applicable thereto.

This Bond and the interest and redemption premium, if any, hereon are payable solely out of the revenues derived by the Issuer from the Project and pursuant to the Lease. This Bond is payable on a priority of lien basis with the Issuer's Taxable Industrial Revenue Bonds, Series 2014-B (Niel Hotel, LLC) issued concurrently with this Bond, and the lien of this Bond on the Project and the revenues derived by the Issuer from the Project and pursuant to the Lease is on a priority of lien basis with the Series 2014-B Bonds. This Bond and the interest and redemption premium, if any, hereon do not constitute a debt of the Issuer, or of the State of Kansas, and neither the Issuer nor said state shall be liable thereon, and this Bond shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. The Tenant's obligations under the Lease are secured by a Collateral Assignment of Lease (the "Collateral Assignment") dated as of the Issue Date of this Bond, from the Tenant to the Bank. To secure the payment of the principal of and redemption premium, if any, and interest on this Bond, the Issuer has assigned to the Bank substantially all its rights under the Lease pursuant to an Assignment of Lease and Security Agreement, dated as of the Issue Date of this Bond (the "Assignment"). In addition, the payment of the principal of and redemption premium, if any, and interest on this Bond has been unconditionally guaranteed by the Tenant and by Larry Patel and Rekhaden Patel, husband and wife, jointly and severally, pursuant to a Guaranty Agreement, dated as of the Issue Date of this Bond (the "Guaranty Agreement"). Performance of the obligations of the Tenant as a guarantor under the Guaranty Agreement is secured by the Collateral Assignment. Reference is hereby made to the Bond Agreement, the Lease, the Assignment, the Collateral Assignment and the Guaranty Agreement for a further description of the Project, the rights, duties and obligations of the Issuer, the Tenant, the Bank and any other Owners of the Bonds, the security for this Bond and such obligations hereunder.

In the event of a Change of Circumstances (as defined in the Bond Agreement), this Bond shall be subject to redemption and payment prior to the stated maturity thereof at the option of the Issuer, upon instructions from the Tenant, on any date, at the par value of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium.

This Bond is also subject to redemption in whole or in part, in even multiples of \$100 by the Issuer, at the option of and upon instructions from the Tenant to the Issuer, on any date, at the par value of the principal amount thereof, without premium, plus interest accrued to the date of redemption.

This Bond shall be redeemed in part, in order to exhaust any Net Proceeds (as defined in the Lease) of insurance or condemnation awards paid into the Bond Fund as soon as practicable after receipt at a price equal to the principal amount of this Bond to be redeemed, plus accrued interest thereon to the redemption date, without premium.

Unless waived by the applicable Owner of the Bonds, notice of any call for redemption at the option of the Tenant shall be given by the Issuer or the Tenant on behalf of the Issuer to each Owner of the Bonds at its address as it appears on the records maintained by the Bank as fiscal and paying agent by first class mail, postage prepaid, mailed not less than ten (10) days prior to the redemption date.

All portions of this Bond so called for redemption will cease to bear interest on the specified redemption date, provided funds or securities in which such funds are invested for their redemption are on deposit with the paying agent on or prior to the redemption date, and shall no longer be entitled to the benefits and protection of the Bond Agreement and shall not be deemed to be outstanding.

If this Bond is redeemed in part, notice need not be delivered to the Bank or the Issuer to note such partial redemption, but the Owner of the Bonds shall note such partial redemption by endorsing the acknowledgment provided on this Bond. Any redemption in part of this Bond shall be applied to reduce the installments of principal hereof in inverse order of their maturity.

This Bond is issuable in the form of a fully registered Bond without coupons. This Bond shall be transferable by the Owner of this Bond upon the surrender of the certificate or certificates representing this Bond for transfer or exchange at the offices of the Bank as fiscal and paying agent, accompanied, in the case of a transfer, by a written instrument of transfer executed by the Owner of this Bond or its attorney in fact duly authorized in writing. Upon such surrender, the Bank shall cause the Issuer to execute and deliver in the name of the transferee a new registered Bond certificate or certificates in an aggregate principal amount equal to the unpaid principal amount hereof. The Issuer, the Bank, the Tenant and the Guarantor may deem and treat the person in whose name this Bond certificate is registered as the absolute Owner of the principal amount of the Bonds represented by this certificate for the purpose of receiving payment of, or on account of, the principal or interest due hereon and for all other purposes. Transfer of this Bond certificate is subject to certain further conditions and restrictions as further endorsed hereon.

In certain events, on the conditions, in the manner and with the effect set forth in the Bond Agreement, the principal of this Bond may be declared due and payable before the stated maturity hereof, together with interest accrued hereon. Modifications or alterations of this Bond may be made only to the extent and in the circumstances permitted by the Bond Agreement.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual signature of the Mayor and attested by the manual signature of the City Clerk and its official seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated as of the Issue Date of this Bond.

CITY OF COFFEYVILLE, KANSAS

By: _____
James Falkner, Mayor

[SEAL]

ATTEST:

By: _____
Cindy Price, City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond certificate evidences ownership of the City of Coffeyville, Kansas Taxable Industrial Revenue Bonds, Series 2014-A (Niel Hotel, LLC), as described herein and in the Bond Agreement described herein. The Issue Date of this Bond is _____, 2014.

**COMMUNITY NATIONAL BANK
& TRUST
Coffeyville, Kansas,
as fiscal and paying agent**

By: _____
Authorized Officer

SCHEDULE OF PRINCIPAL AMOUNTS ADVANCED

DATE OF ADVANCE

AMOUNT OF ADVANCE

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Print or Type Name and Address of Transferee

the Bonds represented by this certificate and all rights thereunder, and hereby authorizes the transfer of the within Bond on the books kept by the Bank for the registration and transfer of Bonds.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

[Seal of Owner of the Bonds]

(Name of Eligible Guarantor Institution)

By: _____

Title: _____

Signature must be guaranteed by an eligible guarantor institution as defined by S.E.C. Rule 17 Ad-15 (17 C.F.R. 240. 17-Ad-15).

THIS BOND MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, OR IN A TRANSACTION EXEMPT FROM THE APPLICATION OF FEDERAL AND STATE SECURITIES LAWS.

**ACKNOWLEDGMENT OF PARTIAL REDEMPTION
RECORD OF PAYMENTS**

Partial prepayments of the principal of this Bond may be made directly to the registered Owner hereof without surrender hereof to the Bank, and each registered Owner hereof may record such prepayment on the table set forth below. Accordingly, any purchaser or other transferee of this Bond should verify with the Bank the principal hereof outstanding prior to such purchase or transfer, and the records of the Bank shall be conclusive for such purposes.

<u>Payment</u> <u>Date</u>	<u>Amount</u> <u>Paid</u>	<u>Signature</u>	<u>Payment</u> <u>Date</u>	<u>Amount</u> <u>Paid</u>	<u>Signature</u>
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EXHIBIT A-2

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE. NO TRANSFER, SALE, ASSIGNMENT OR HYPOTHECATION OF THIS SECURITY SHALL BE MADE. THE BANK, AS FISCAL AND PAYING AGENT, SHALL BE CONSIDERED UNDER "STOP TRANSFER" ORDERS FOR ALL TRANSFERS OF BONDS UNLESS: (1) THERE SHALL HAVE BEEN DELIVERED TO THE TENANT AND THE BANK PRIOR TO THE TRANSFER, SALE ASSIGNMENT OR HYPOTHECATION AN OPINION OF NATIONALLY RECOGNIZED BOND OR SECURITIES COUNSEL, SATISFACTORY TO THE TENANT AND THE BANK, TO THE EFFECT THAT REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED; OR (2) THERE SHALL BE A REGISTRATION STATEMENT IN EFFECT UNDER THE SECURITIES ACT OF 1933 AND UNDER ANY APPLICABLE STATE SECURITIES LAWS REQUIRING A STATE-LEVEL REGISTRATION STATEMENT WITH RESPECT TO THE TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION, AND, IN THE CASE OF BOTH (1) AND (2), THERE SHALL HAVE BEEN COMPLIANCE WITH ALL APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER. THE BANK, AS BOND REGISTRAR, SHALL NOT TRANSFER THIS BOND EXCEPT IN ACCORDANCE WITH THIS LEGEND AND THE CORRELATIVE PROVISIONS OF THE BOND AGREEMENT.

No. R-__

\$_____

UNITED STATES OF AMERICA
STATE OF KANSAS

CITY OF COFFEYVILLE, KANSAS

TAXABLE INDUSTRIAL REVENUE BOND
SERIES 2014-B
(NIEL HOTEL, LLC)

The City of Coffeyville, Kansas (the "Issuer"), hereby promises to pay, solely out of the sources hereinafter specified, _____, the registered Owner hereof, or registered assigns (an "Owner"), the principal sum of

_____ DOLLARS

or such lesser principal sum as is actually advanced hereunder pursuant to the Lease to pay Project Costs (both hereinafter defined), plus interest on the unpaid balance hereof accruing from the date of advance until paid, in lawful money of the United States of America, at the rates and payable as follows:

- a. From the Issue Date of this Bond to the Final Maturity Date (herein defined), interest shall be paid in arrears at the Fixed Rate (herein defined) monthly, commencing on the First Payment Date and continuing on each Payment Date thereafter until the Final Maturity Date.
- b. One final payment in the amount of the entire unpaid principal balance hereunder (including all accrued and unpaid interest) shall be paid on the Final Maturity Date.

A "Business Day" shall mean a day on which the Bank is open for business at its commercial bank office in Coffeyville, Kansas.

The "Final Maturity Date" shall be June ____, 2034.

The "First Payment Date" shall mean July ____, 2014.

The "Fixed Rate" shall mean 4.125% per annum, computed on the basis of 30 days per month for 360 [365] days per year.

The "Issue Date" shall mean the date endorsed by the fiscal and paying agent on the Certificate of Authentication on this Bond.

The "Payment Date" shall be the ____ day of each calendar month following the First Payment Date.

Payments of principal of and redemption premium, if any, and interest on this Bond shall be made in immediately available funds no later than 11:00 A.M., Central time, on the Payment Date, at Community National Bank & Trust (the "Bank") at its commercial banking office in Coffeyville, Kansas or such other place as the Bank may from time to time designate in writing, in lawful money of the United States of America. If the principal of or interest on this Bond falls due on a day other than a Business Day, then such due date shall be extended to the next succeeding full Business Day. If payment is made by check, the check must be delivered to the Bank at least 3 Business Days prior to the Payment Date.

If there is a default in the payment of any item or installment when due, the item or installment so in default shall continue as an obligation hereunder until the same shall be fully paid, and such item or installment shall be payable upon demand with interest thereon.

This Bond is issued pursuant to an Ordinance of the governing body of the Issuer and a Bond Agreement dated as of the Issue Date of this Bond (the "Bond Agreement"), between the Issuer, the Bank, and Niel Hotel, LLC (the "Tenant"), for the purpose of providing funds for the acquisition, construction, furnishing and equipping of a commercial hotel facility located in the City of Coffeyville, Kansas (the "Project"), to be leased to the Tenant pursuant to a Lease, dated as of the Issue Date of this Bond (the "Lease"), between the Issuer and the Tenant by the authority of and in conformity with the constitution and statutes of the state of Kansas, including particularly K.S.A. 12-1740 *et seq.*, as amended, and all other laws of said state applicable thereto.

This Bond and the interest and redemption premium, if any, hereon are payable solely out of the revenues derived by the Issuer from the Project and pursuant to the Lease. This Bond is payable on a subordinate lien basis with the Issuer's Taxable Industrial Revenue Bonds, Series 2014-A (Niel Hotel, LLC) issued concurrently with this Bond, and the lien of this Bond on the Project and the revenues derived by the Issuer from the Project and pursuant to the Lease is on a subordinate lien basis with the Series 2014-A Bonds. This Bond and the interest and redemption premium, if any, hereon do not constitute a debt of the Issuer, or of the State of Kansas, and neither the Issuer nor said state shall be liable thereon, and this Bond shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. The Tenant's obligations under the Lease are secured by a Collateral Assignment of Lease (the "Collateral Assignment") dated as of the Issue Date of this Bond, from the Tenant to the Bank. To secure the payment of the principal of and redemption premium, if any, and interest on this Bond, the Issuer has assigned to the Bank substantially all its rights under the Lease pursuant to an Assignment of Lease and Security Agreement, dated as of the Issue Date of this Bond (the "Assignment"). In addition, the payment of the principal of and redemption premium, if any, and interest on this Bond has been unconditionally

guaranteed by the Tenant and by Larry Patel and Rekhaden Patel, husband and wife, jointly and severally, pursuant to a Guaranty Agreement, dated as of the Issue Date of this Bond (the "Guaranty Agreement"). Performance of the obligations of the Tenant as a guarantor under the Guaranty Agreement is secured by the Collateral Assignment. Reference is hereby made to the Bond Agreement, the Lease, the Assignment, the Collateral Assignment and the Guaranty Agreement for a further description of the Project, the rights, duties and obligations of the Issuer, the Tenant, the Bank and any other Owners of the Bonds, the security for this Bond and such obligations hereunder.

In the event of a Change of Circumstances (as defined in the Bond Agreement), this Bond shall be subject to redemption and payment prior to the stated maturity thereof at the option of the Issuer, upon instructions from the Tenant, on any date, at the par value of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium.

This Bond is also subject to redemption in whole or in part, in even multiples of \$100 by the Issuer, at the option of and upon instructions from the Tenant to the Issuer, on any date, at the par value of the principal amount thereof, without premium, plus interest accrued to the date of redemption.

This Bond shall be redeemed in part, in order to exhaust any Net Proceeds (as defined in the Lease) of insurance or condemnation awards paid into the Bond Fund as soon as practicable after receipt at a price equal to the principal amount of this Bond to be redeemed, plus accrued interest thereon to the redemption date, without premium.

Unless waived by the applicable Owner of the Bonds, notice of any call for redemption at the option of the Tenant shall be given by the Issuer or the Tenant on behalf of the Issuer to each Owner of the Bonds at its address as it appears on the records maintained by the Bank as fiscal and paying agent by first class mail, postage prepaid, mailed not less than ten (10) days prior to the redemption date.

All portions of this Bond so called for redemption will cease to bear interest on the specified redemption date, provided funds or securities in which such funds are invested for their redemption are on deposit with the paying agent on or prior to the redemption date, and shall no longer be entitled to the benefits and protection of the Bond Agreement and shall not be deemed to be outstanding.

If this Bond is redeemed in part, notice need not be delivered to the Bank or the Issuer to note such partial redemption, but the Owner of the Bonds shall note such partial redemption by endorsing the acknowledgment provided on this Bond. Any redemption in part of this Bond shall be applied to reduce the installments of principal hereof in inverse order of their maturity.

This Bond is issuable in the form of a fully registered Bond without coupons. This Bond shall be transferable by the Owner of this Bond upon the surrender of the certificate or certificates representing this Bond for transfer or exchange at the offices of the Bank as fiscal and paying agent, accompanied, in the case of a transfer, by a written instrument of transfer executed by the Owner of this Bond or its attorney in fact duly authorized in writing. Upon such surrender, the Bank shall cause the Issuer to execute and deliver in the name of the transferee a new registered Bond certificate or certificates in an aggregate principal amount equal to the unpaid principal amount hereof. The Issuer, the Bank, the Tenant and the Guarantor may deem and treat the person in whose name this Bond certificate is registered as the absolute Owner of the principal amount of the Bonds represented by this certificate for the purpose of receiving payment of, or on account of, the principal or interest due hereon and for all other purposes. Transfer of this Bond certificate is subject to certain further conditions and restrictions as further endorsed hereon.

In certain events, on the conditions, in the manner and with the effect set forth in the Bond Agreement, the principal of this Bond may be declared due and payable before the stated maturity hereof,

together with interest accrued hereon. Modifications or alterations of this Bond may be made only to the extent and in the circumstances permitted by the Bond Agreement.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual signature of the Mayor and attested by the manual signature of the City Clerk and its official seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated as of the Issue Date of this Bond.

CITY OF COFFEYVILLE, KANSAS

By: _____
James Falkner, Mayor

[SEAL]

ATTEST:

By: _____
Cindy Price, City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond certificate evidences ownership of the City of Coffeyville, Kansas Taxable Industrial Revenue Bonds, Series 2014-B (Niel Hotel, LLC), as described herein and in the Bond Agreement described herein. The Issue Date of this Bond is _____, 2014.

**COMMUNITY NATIONAL BANK
& TRUST
Coffeyville, Kansas,
as fiscal and paying agent**

By: _____
Authorized Officer

SCHEDULE OF PRINCIPAL AMOUNTS ADVANCED

DATE OF ADVANCE

AMOUNT OF ADVANCE

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Print or Type Name and Address of Transferee

the Bonds represented by this certificate and all rights thereunder, and hereby authorizes the transfer of the within Bond on the books kept by the Bank for the registration and transfer of Bonds.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

[Seal of Owner of the Bonds]

(Name of Eligible Guarantor Institution)

By: _____

Title: _____

Signature must be guaranteed by an eligible guarantor institution as defined by S.E.C. Rule 17 Ad-15 (17 C.F.R. 240.17-Ad-15).

THIS BOND MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, OR IN A TRANSACTION EXEMPT FROM THE APPLICATION OF FEDERAL AND STATE SECURITIES LAWS.

**ACKNOWLEDGMENT OF PARTIAL REDEMPTION
RECORD OF PAYMENTS**

Partial prepayments of the principal of this Bond may be made directly to the registered Owner hereof without surrender hereof to the Bank, and each registered Owner hereof may record such prepayment on the table set forth below. Accordingly, any purchaser or other transferee of this Bond should verify with the Bank the principal hereof outstanding prior to such purchase or transfer, and the records of the Bank shall be conclusive for such purposes.

Payment	Amount	<u> Date </u>	Payment	Amount
			<u> Paid </u>	<u> Signature </u>

EXHIBIT B-1

**BEFORE THE COURT OF TAX APPEALS
OF THE STATE OF KANSAS**

CERTIFICATE OF ISSUANCE OF INDUSTRIAL REVENUE BONDS

Pursuant to the provisions of K.S.A. 12-1744c, as amended, this is to certify that:

The City of Coffeyville, Kansas issued its Taxable Industrial Revenue Bonds, Series 2014-A (Niel Hotel, LLC) dated as of their Issue Date, in the principal amount of \$ _____, on the _____ day of _____, 20__.

**COMMUNITY NATIONAL BANK
& TRUST,**
as fiscal and paying agent for the
City of Coffeyville, Kansas

By: _____
Authorized Officer

COTA Filing No.: _____

VERIFICATION

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

Sarah O. Steele, of Gilmore & Bell, P.C., Wichita, Kansas, of lawful age, being first duly sworn upon oath, deposes and states:

That the law firm of Gilmore & Bell, P.C., served as Bond Counsel for the above mentioned issue of Industrial Revenue Bonds; that the affiant has read the foregoing Certificate of Issuance and knows of affiant's own personal knowledge that the statements set forth therein are true and correct.

By: _____
Sarah O. Steele

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__.

[SEAL]

Notary Public

My Appointment Expires: _____

EXHIBIT B-2

**BEFORE THE COURT OF TAX APPEALS
OF THE STATE OF KANSAS**

CERTIFICATE OF ISSUANCE OF INDUSTRIAL REVENUE BONDS

Pursuant to the provisions of K.S.A. 12-1744c, as amended, this is to certify that:

The City of Coffeyville, Kansas issued its Taxable Industrial Revenue Bonds, Series 2014-B (Niel Hotel, LLC) dated as of their Issue Date, in the principal amount of \$_____, on the _____ day of _____, 20__.

**COMMUNITY NATIONAL BANK
& TRUST,**
as fiscal and paying agent for the
City of Coffeyville, Kansas

By: _____
Authorized Officer

COTA Filing No.: _____

VERIFICATION

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

Sarah O. Steele, of Gilmore & Bell, P.C., Wichita, Kansas, of lawful age, being first duly sworn upon oath, deposes and states:

That the law firm of Gilmore & Bell, P.C., served as Bond Counsel for the above mentioned issue of Industrial Revenue Bonds; that the affiant has read the foregoing Certificate of Issuance and knows of affiant's own personal knowledge that the statements set forth therein are true and correct.

By: _____
Sarah O. Steele

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__.

[SEAL]

Notary Public

My Appointment Expires: _____

CITY OF COFFEYVILLE, KANSAS

AS ISSUER

AND

NIEL HOTEL, LLC

AS TENANT

LEASE

DATED AS OF THE ISSUE DATE OF THE BONDS

**NOT EXCEEDING \$4,200,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2014-A
and
NOT EXCEEDING \$300,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2014-B
(NIEL HOTEL, LLC)**

LEASE

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LEASE

THIS LEASE, made and entered into as of Issue Date of the Bonds between the City of Coffeyville, Kansas (the "Issuer"), and Niel Hotel, LLC, a Kansas limited liability company (the "Tenant").

WITNESSETH:

WHEREAS, the Issuer is a municipal corporation incorporated as a city of the first class, duly organized and existing under the laws of the State, with full lawful power and authority to enter into this Lease by and through its governing body; and

WHEREAS, the Issuer, in furtherance of the purposes and pursuant to the provisions of the laws of the State, particularly K.S.A. 12-1740 *et seq.* (the "Act"), and in order to provide for the economic development and welfare of the Issuer and its environs and to provide employment opportunities for its citizens and to promote the economic stability of the State, has proposed and does hereby propose that it shall:

- (a) Acquire the Project;
- (b) Lease the Project to the Tenant for the rentals and upon the terms and conditions hereinafter set forth; and
- (c) Issue, for the purpose of paying Project Costs, the Bonds under and pursuant to and subject to the provisions of the Act and the Bond Agreement, said Bond Agreement being incorporated herein by reference and authorized by an Ordinance of the governing body of the Issuer; and

WHEREAS, the Tenant, pursuant to the foregoing proposals of the Issuer, desires to lease the Project from the Issuer for the rentals and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Issuer and the Tenant do hereby covenant and agree as follows:

ARTICLE I

Section 1.1. Definitions. Capitalized terms not otherwise defined in this Lease shall have the meanings set forth in the Bond Agreement. In addition to the words, terms and phrases defined in the Bond Agreement and elsewhere in this Lease, the capitalized words, terms and phrases as used herein shall have the meanings set forth below, unless some other meaning is plainly intended:

"Additional Rent" means all fees, charges, costs and expenses of the Bank or the Issuer (including reasonable attorney's fees), all Impositions, all Default Administration Costs, all other payments of whatever nature payable or to become payable pursuant to the Bond Agreement or which the Tenant has agreed to pay or assume under the provisions of this Lease and any and all expenses (including reasonable attorney's fees) incurred by the Issuer or the Bank in connection with the issuance of the Bonds or the administration or enforcement of any rights under this Lease or the Bond Agreement. The fees, charges, costs and expenses of the Bank shall include all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds and the administration or enforcement of any rights or obligations under this Lease, the Bond Agreement or the Guaranty Agreement except (a) the reasonable fees and expenses in connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed or (b) any tax or other government charge imposed on the Bank in relation to the transfer, exchange, registration,

redemption or payment of the Bonds. The fees, charges, costs and expenses of the Issuer shall include, but not be limited to, any and all costs incurred by the Issuer in connection with the administration or enforcement of any rights, duties, or obligations under this Lease, the exercise or pursuit of any remedy upon an Event of Default, the amendment of this Lease, the granting of consents, easements or similar actions or any other action required of or available to the Issuer under the terms of this Lease.

"Additional Term" shall mean that term commencing on the last day of the Basic Term and terminating 5 years thereafter.

"Authorized Tenant Representative" means the Managing Member of the Tenant, Larry Patel, or such other person as is designated to act on behalf of the Tenant as evidenced by written certificate furnished to the Bank, containing the specimen signature of such person and signed on behalf of the Tenant by its Managing Member or any Member of the Tenant. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Tenant Representative.

"Bankruptcy Code" means Title 11 of the United States Code, as amended.

"Basic Rent" means the monthly pro rata amount which, when added to Basic Rent Credits, will be sufficient to pay, on each Payment Date, all principal of, redemption premium, if any, and interest on all Outstanding Bonds which is due and payable on such Payment Date. If for any reason on any Payment Date the Bank does not have on deposit in the Bond Fund sufficient moneys to pay all principal and interest due on the Bonds on such Payment Date, then the Tenant shall pay, as Basic Rent, on such Payment Date, the amount of such deficiency.

"Basic Rent Credits" means all funds on deposit in the Bond Fund and available for the payment of principal of, redemption premium, if any, and interest on the Bonds on any Basic Rent Payment Date.

"Basic Rent Payment Date" means July __, 2014 and the first day of each month thereafter until the principal of, redemption premium, if any, and interest on all Outstanding Bonds have been fully paid or provision made for their payment in accordance with the provisions of the Bond Agreement.

"Basic Term" means that term commencing as of the delivery of this Lease and ending on June __, 2034, subject to prior termination as specified in this Lease, but ending, in any event, when all of the principal of, redemption premium, if any, and interest on all Outstanding Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Bond Agreement.

"Bond Agreement" means the Bond Agreement delivered concurrently with this Lease, as from time to time amended and supplemented by Supplemental Bond Agreements in accordance with the provisions of *Section 9* of the Bond Agreement.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq.

"Certificate of Completion" means a written certificate signed by the Authorized Tenant Representative stating that (1) the Improvements have been substantially completed in accordance with the plans and specifications prepared or approved by the Issuer or the Tenant, as the case may be; (2) the Improvements have been substantially completed in a good and workmanlike manner; (3) no mechanic's or materialmen's liens have been filed, nor is there any basis for the filing of such liens, with respect to the Project; (4) all Improvements constituting a part of the Project are located or installed upon the Land; and (5) if required by ordinances duly adopted by the Issuer or by applicable building codes, that an appropriate

certificate of occupancy has been issued with respect to the Improvements. A form of Certificate of Completion is attached as *Appendix B*.

"Completion Date" means the date on which the Improvements are certified as substantially completed in accordance with *Section 5.5* of this Lease.

"Default" means any event or condition the occurrence of which, with the lapse of time or the giving of notice or both, may constitute an Event of Default.

"Default Administration Costs" means the reasonable fees, charges, costs, advances and expenses of the Owner(s) of Bonds incurred in anticipation of an Event of Default, or after the occurrence of an Event of Default, including, but not limited to, counsel fees, litigation costs and expenses, the expenses of maintaining and preserving the Project and the expenses of re-letting or selling the Project.

"Environmental Assessment" means an environmental assessment with respect to the Project conducted by an independent consultant satisfactory to the Issuer and the Bank which reflects the results of such inspections, records reviews, soil tests, groundwater tests and other tests requested, which assessment and results shall be satisfactory in scope, form and substance to the Issuer and the Bank.

"Environmental Law" means CERCLA, SARA, and any other federal, state or local environmental statute, regulation or ordinance presently in effect or coming into effect during the Term of this Lease.

"Event of Bankruptcy" means an event whereby the Tenant shall: (i) admit in writing its inability to pay its debts as they become due; or (ii) file a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code as now or in the future amended, or file a pleading asking for such relief; or (iii) make an assignment for the benefit of creditors; or (iv) consent to the appointment of a trustee or receiver for all or a major portion of its property; or (v) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) suffer the entry of a final and nonappealable court order under any federal or state law appointing a receiver or trustee for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, which order, if the Tenant has not consented thereto, shall not be vacated, denied, set aside or stayed within 60 days after the day of entry; or (vii) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry or levy or after any contest is finally adjudicated or any stay is vacated or set aside.

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

(a) Failure of the Tenant to make any payment of Basic Rent within five business days of the time and in the amounts required hereunder; or

(b) Failure of the Tenant to make any payment of Additional Rent at the times and in the amounts required hereunder, or failure to observe or perform any other covenant, agreement, obligation or provision of this Lease on the Tenant's part to be observed or performed, and the same is not remedied within thirty (30) days after the Issuer or the Bank has given the Tenant written notice specifying such failure (or such longer period as shall be reasonably required to correct such default; provided that (i) the Tenant has commenced such correction within said 30-day period, and (ii) the Tenant diligently prosecutes such correction to completion); or

(c) An Event of Bankruptcy; or

(d) Abandonment of the Project by the Tenant.

"Full Insurable Value" means full actual replacement cost less physical depreciation.

"Hazardous Substances" shall mean "hazardous substances" as defined in CERCLA.

"Impositions" means all taxes and assessments, general and special, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or payable for or in respect of the Project or any part thereof, or any improvements at any time thereon or the Tenant's interest therein, including any new lawful taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen, which, if not paid when due, would encumber the Issuer's title to the Project.

"Land" means the real property (or interests therein) described in *Schedule I* hereto.

"Lease" means this Lease between the Issuer and the Tenant, as from time to time supplemented and amended in accordance with the provisions hereof.

"Net Proceeds" means the gross proceeds from the insurance (including without limitation title insurance) or condemnation award with respect to which that term is used remaining after the payment of all expenses (including without limitation attorneys' fees and any expenses of the Issuer, the Tenant, the Bank or any other owner of the Bonds) incurred in the collection of such gross proceeds.

The term **"Notice Address"** shall mean:

(1) With respect to the Tenant:

Niel Hotel, LLC
115 Blue Jay Dr., Suite 101
Liberty, Missouri 64068
Attn: Larry Patel

(2) With respect to the Issuer:

City of Coffeyville, Kansas
102 W. 7th, P.O. Box 1629
Coffeyville, Kansas 67337
Attn: City Clerk

(3) With respect to the Bank:

Community National Bank & Trust
901 W. 11th
Coffeyville, Kansas 67337
Attn: Commercial Loan Department

"Original Proceeds" means all sale proceeds, including accrued interest, from sale of the Bonds (jointly, the Bonds") to the Bank and any investment earnings credited to the Project Fund prior to the Completion Date.

"Owner's Title Policy" means that certain owner's policy of title insurance insuring the Issuer's fee simple title in the Project as required by *Section 6.4* of the Lease.

"Permitted Encumbrances" easements and rights-of-way of record at the time of conveyance of the Land to the Issuer, and any mortgages, liens or other encumbrances or title exceptions referenced in the Owner's Title Policy.

"Project Contracts" means a contract or contracts with respect to the acquisition and/or construction of the Improvements entered into by the Tenant or the Issuer.

"SARA" means the Superfund Amendments and Reauthorization Act of 1986, as now in effect and as hereafter amended.

"State" means the State of Kansas.

"Term" means, collectively, the Basic Term and any Additional Term of the Lease.

Section 1.2. Representations and Covenants by the Tenant. The Tenant makes the following covenants and representations as the basis for the undertakings on its part herein contained:

(a) The Tenant is a Kansas limited liability company, duly organized and existing under the laws of said state, and is duly authorized and qualified to do business in the State, with lawful power and authority to enter into this Lease, acting by and through its duly authorized officers.

(b) Except as otherwise permitted herein, the Tenant shall (1) maintain and preserve its existence and organization as a limited liability company and its authority to do business in the State and to operate the Project; and (2) not initiate any proceedings of any kind whatsoever to dissolve or liquidate without (A) securing the prior written consent thereto of the Issuer and (B) making provision for the payment in full of the principal of and interest and redemption premium, if any, on the Bonds. If, at any time during the term of this Lease or the Bond Agreement, the Tenant changes its state of organization, changes its form of organization, changes its name, or takes any other action which could affect the proper location for filing Uniform Commercial Code financing statements or continuation statements or which could render existing filings seriously misleading or invalid, the Tenant shall immediately provide written notice of such change to the Bank, and thereafter promptly deliver to the Bank such amendments and/or replacement financing statements, together with an Opinion of Counsel to the effect that such amendments and/or replacement financing statements have been properly filed so as to create a perfected security interest in the collateral securing the Indenture, and such additional information or documentation regarding such change as the Bank may reasonably request.

(c) Neither the execution and/or delivery of this Lease, the consummation of the transactions contemplated hereby or by the Bond Agreement, nor the fulfillment of or compliance with the terms and conditions of this Lease contravenes in any material respect any provisions of its articles of organization or operating agreement, or conflicts in any material respect with or results in a material breach of the terms, conditions or provisions of any mortgage, debt, agreement, indenture or instrument to which the Tenant is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a material default (without regard to any required notice or the passage of any period of time) under any of the foregoing, or would result in the creation or imposition of any lien, charge or encumbrance upon any of the

property or assets of the Tenant under the terms of any mortgage, debt, agreement, indenture or instrument, or violates in any material respect any existing law, administrative regulation or court order or consent decree to which the Tenant is subject.

(d) This Lease constitutes a legal, valid and binding obligation of the Tenant enforceable against the Tenant in accordance with its terms.

(e) The Tenant agrees to operate and will operate the Project, or cause the Project to be operated as a "facility," as that term is contemplated in the Act, from the date of the Issuer's acquisition of the Project to the end of the Term.

(f) The Tenant has obtained or will obtain any and all permits, authorizations, licenses and franchises necessary to enable it to operate and utilize the Project for the purposes for which it was leased by the Tenant under this Lease.

(g) The estimated total cost of the Improvements to be financed by the proceeds of the Bonds, plus interest on the Bonds during acquisition, construction and installation of the Improvements, and Costs of Issuance of the Bonds, will not be less than the original aggregate principal amount of the Bonds.

(g) After reasonable inquiry and investigation, the Tenant is not aware of (i) any Hazardous Substances generated from or located on the Project; (ii) any prior use of the Land which might reasonably involve Hazardous Substances; or (iii) any investigations, complaints or inquiries of any kind, from any source, concerning Hazardous Substances with respect to the Project or properties adjoining the Project.

(h) The Tenant will not use or permit the Project to be used by any other person or entity in any manner which would involve the generation, storage, disposal or transportation of Hazardous Substances, except in strict compliance with applicable Environmental Laws.

(i) The proceeds of the Bonds are to be used (i) to acquire, construct, install, equip and furnish the Project and (ii) to pay certain costs related to the issuance of the Bonds.

Section 1.3. Representations and Covenants by the Issuer. The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows:

(a) It is a municipal corporation duly incorporated and existing as a city of the first class under the constitution and laws of the State. Under the provisions of the Act and the Ordinance, the Issuer has the power to enter into and perform the transactions contemplated by this Lease and the Bond Agreement and to carry out its obligations hereunder and thereunder.

(b) It has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused or permitted any lien, claim or encumbrance to be placed against, the Project, except for this Lease, the assignment of this Lease to the Bank as the Issuer's fiscal and paying agent, any Permitted Encumbrances, any Impositions, and the pledge of the Project pursuant to the Ordinance and the Bond Agreement.

(c) Except as otherwise provided herein or in the Bond Agreement, it will not during the Term, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance to be placed against, the Project, except Permitted Encumbrances, this Lease, any Impositions and the pledge of the Project pursuant to the Ordinance and the Bond Agreement.

(d) It has pledged the Project and the net rentals therefrom generated under the Lease to payment of the Bonds in the manner prescribed by the Act, and has duly authorized the execution and delivery of this Lease and the Bond Agreement and the issuance, sale and delivery of the Bonds.

(e) It has notified or obtained the consent to and/or approval of the issuance of the Bonds by each municipal corporation and political subdivision the notification, consent or approval of which is required by the provisions of the Act.

ARTICLE II

Section 2.1. Granting of Leasehold. The Issuer by these presents hereby rents, leases and lets the Project unto the Tenant and the Tenant hereby rents, leases and hires the Project for the Basic Term from the Issuer, for the rentals and upon and subject to the terms and conditions hereinafter set forth.

ARTICLE III

Section 3.1. Basic Rent. The Issuer reserves and the Tenant covenants and agrees to pay Basic Rent to the Bank, as assignee of the Issuer, for the account of the Issuer, for deposit in the Bond Fund, on each Basic Rent Payment Date. Basic Rent shall be payable by check or draft of the Tenant due at the principal office of the Bank in immediately available funds on each Basic Rent Payment Date, and delinquent three business days thereafter.

Section 3.2. Additional Rent. Within 30 days after receipt of written notice thereof, the Tenant shall pay any Additional Rent required to be paid pursuant to this Lease not already paid.

Section 3.3. Rent Payable Without Abatement or Setoff. The Tenant covenants and agrees with and for the express benefit of the Issuer and the Owner(s) of Bonds that all payments of Basic Rent and Additional Rent shall be made by the Tenant as the same become due, and that the Tenant shall perform all of its obligations, covenants and agreements hereunder without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Improvements shall have been acquired, started or completed, or whether the Issuer's title to the Project or any part thereof is defective or non-existent, and notwithstanding any failure of consideration or commercial frustration of purpose, the eviction or constructive eviction of the Tenant or any subtenant, any Change of Circumstances, any change in the tax or other laws of the United States of America, the State, or any municipal corporation of either, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any action of the Issuer or any other event or condition whatsoever, and regardless of the invalidity of any portion of this Lease, and the Tenant hereby waives the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Lease or which releases or purports to release the Tenant therefrom. Nothing in this Lease shall be construed as a waiver by the Tenant of any rights or claims the Tenant may have against the Issuer under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this Lease that the Tenant shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owner(s) of Bonds.

Section 3.4. Prepayment of Basic Rent. The Tenant may at any time prepay all or any part of the Basic Rent. Prepayments of Basic Rent will be applied to redemption of Bonds (other than mandatory sinking fund redemption), including payment of redemption premium, as directed in writing by the Tenant,

to the extent that Bonds are subject to optional redemption at the time of prepayment. Otherwise, prepayments of Basic Rent will be deposited in the Bond Fund to be applied to purchase of Bonds, or to optional redemption of Bonds (including redemption premium and interest) at the earliest date on which Bonds are subject to optional redemption. Prepayments of Basic Rent which are not sufficient to redeem all Bonds Outstanding at the time of the prepayment will be applied to redeem the principal amounts of Bonds Outstanding in inverse order of maturity, unless otherwise directed by the Tenant.

Section 3.5. Deposit of Rent by the Bank. As assignee of the Issuer's rights hereunder, the Bank shall deposit, use and apply all payments of Basic Rent and Additional Rent in accordance with the provisions of this Lease and the Bond Agreement.

Section 3.6. Acquisition of Bonds. If the Tenant acquires any Outstanding Bonds, it may present the certificate(s) representing such part of the Bonds to the Bank for cancellation, and upon such cancellation, the Tenant's obligation to pay Basic Rent shall be reduced in the same manner as provided for prepayments by the Tenant of Basic Rent. In no event, however, shall the Tenant's obligation to pay Basic Rent be reduced in such a manner that the Bank shall not have on deposit in the Bond Fund, on the next succeeding Payment Date, immediately available funds sufficient to pay the maturing principal of, redemption premium, if any, and interest on Outstanding Bonds as and when the same shall become due and according to the terms of the Bonds.

ARTICLE IV

Section 4.1. Disposition of Original Proceeds; Project Fund. The Original Proceeds shall be paid over to the Bank for the account of the Issuer as the Bonds are issued and applied as set forth in *Section 5* of the Bond Agreement.

ARTICLE V

Section 5.1. Acquisition of Land and Improvements. The Tenant shall prior to or concurrently with the issuance of the Bonds, assign or cause to be conveyed to the Issuer by warranty deed, subject to Permitted Encumbrances, the Land as described in *Schedule I*, and by bill of sale such of the Improvements as are then completed, installed or in progress. The Tenant shall also concurrently with such conveyance make provisions for the discharge or subordination to the interests acquired by the Issuer of any liens or encumbrances incurred by it in connection with the construction, installation or development of the Improvements, other than Permitted Encumbrances. Concurrently with or prior to the issuance of the Bonds, the Tenant will furnish the Bank with an appraisal performed by an appraiser acceptable to the Owner(s) of Bonds, which will establish the fair market value of the Project as if the Improvements were completed. The appraisal will be based on the plans and specifications approved by the Bank. A preliminary survey of the Land on which the Improvements will be located may be required by the Bank prior to commencement of construction of the Improvements.

Section 5.2. Project Contracts. Prior to the delivery of this Lease, the Tenant may have entered into a contract or contracts with respect to the acquisition and/or construction of the Improvements. Those contracts, and any such contracts entered into by the Tenant or the Issuer after delivery of this Lease, are hereinafter referred to as the "Project Contracts." Prior to the delivery hereof, certain work has been or may have been performed on the Improvements pursuant to said Project Contracts or otherwise. The Tenant hereby covenants with the Issuer to perform the Project Contracts for the benefit of the Issuer as holder of title to the Project as well as its own benefit as tenant under this Lease, and the Issuer hereby designates the Tenant as the Issuer's agent for the purpose of executing and performing the Project Contracts. After the

execution hereof, the Tenant shall cause the Project Contracts to be fully performed by the contractor(s), subcontractor(s) and supplier(s) thereunder in accordance with the terms thereof, and the Tenant covenants to cause the Improvements to be acquired, constructed, installed and/or completed in accordance with the Project Contracts. The Tenant warrants that the construction and/or acquisition of the Improvements in accordance with said Project Contracts will result in the Project being suitable for use by the Tenant as a Commercial Hotel facility. Any and all amounts received by the Issuer, the Bank or the Tenant from any of the contractors or other suppliers by way of breach of contract, refunds or adjustments shall become a part of and be deposited in the Project Fund. The Bank may, at its option, appoint an agent to review the Project Contracts, and make periodic inspections of the Improvements during construction to determine the satisfactory progress and completion of the work. The reasonable fees and expenses of such agent shall be paid by the Tenant as Additional Rent.

Section 5.3. Payment of Project Costs for Buildings and Improvements. The Issuer hereby agrees to pay for the acquisition or construction of the Improvements or any repairs or replacements to be made pursuant to *Article XVIII* of this Lease, but solely from Original Proceeds of the Bonds (or Net Proceeds, as applicable) as deposited in the Project Fund, and hereby authorizes and directs the Bank to pay for the same, but solely from the Project Fund, from time to time, after issuance of the Bonds while the Tenant is in compliance with the requirements of *Section 6.1* hereof, upon receipt by the Bank of a requisition certificate signed by the Authorized Tenant Representative in the form set forth as *Appendix A* hereto which is incorporated herein by reference. With regard to materials and/or labor furnished to the Project at the order of the Tenant without formal contract, or by subcontract with the Tenant acting as general contractor, which could form the basis of a statutory mechanic's or subcontractor's lien, the Bank may disburse payment therefor only upon receipt of releases or waivers of statutory mechanic's or subcontractor's liens by all vendors or subcontractors receiving payment or furnishing labor or materials as a subcontractor of the vendor or subcontractor receiving payment.

The sole obligation of the Issuer under this paragraph shall be to cause the Bank to make such disbursements upon receipt of such certificates and releases or waivers. The Bank may rely fully on any such certificates and shall not be required to make any investigation in connection therewith, except that the Bank shall investigate requests for reimbursements directly to the Tenant and shall require such supporting evidence as would be required by a reasonable and prudent fiduciary.

Section 5.4. Payment of Project Costs for Machinery and Equipment. The Issuer hereby agrees to pay for the purchase and acquisition of any machinery and equipment constituting a part of the Improvements, but solely from the Project Fund, from time to time, upon receipt by the Bank of a certificate signed by the Authorized Tenant Representative in the form provided by *Appendix A* hereto which is incorporated herein by reference and accompanied by the following specific information:

- (a) Name of seller;
- (b) Name of the manufacturer;
- (c) A copy of the seller's invoice, purchase order or other like document evidencing the purchase by the Tenant of such machinery and/or equipment;
- (d) Common descriptive name of machinery or equipment;
- (e) Manufacturer's or seller's technical description of machinery or equipment;
- (f) Capacity or similar designation;

- (g) Serial number, if any;
- (h) Model number, if any; and
- (i) A written statement by the Seller that the machinery or equipment purchased is not subject to any liens or security interest, or, in the alternative, a bill of sale warranting title to be free of all liens, encumbrances or security interests.

The sole obligation of the Issuer under this Section shall be to cause the Bank to make such disbursements upon receipt of said certificates and proof of mechanic's or subcontractor's lien waiver or release, if the item is to become a fixture on the Land. The Bank may rely fully on any such certificate and supporting documentation and shall not be required to make any independent investigation in connection therewith. All machinery, equipment and/or personal property acquired, in whole or in part, from funds deposited in the Project Fund pursuant to this Section will be considered a part of the Project. With respect to items of machinery and equipment constituting a part of the Improvements, the Tenant shall maintain a running master list of such machinery and equipment, and within 30 days after the Completion Date, the Tenant shall prepare an accurate detailed final list of machinery and equipment constituting a part of the Improvements (but not installed as fixtures therein or thereon), which list shall be filed with the Bank, and shall constitute a part of this Lease by reference. All machinery and equipment constituting a part of the Improvements shall be appropriately identified by separate schedule or other means acceptable to the Bank.

Section 5.5. Completion of Project. The Tenant warrants that the Project, when completed, will be occupied and used by the Tenant for its lawful business purposes. The Tenant covenants and agrees to proceed diligently to complete or acquire the Improvements. Upon completion of the Improvements, the Tenant shall cause the Authorized Tenant Representative to deliver a Certificate of Completion, in the form substantially as attached hereto as *Appendix B*, to the Bank. In the event funds remain on hand in the Project Fund on the date the Certificate of Completion is furnished to the Bank, such remaining funds shall be transferred by the Bank to the Bond Fund on the Completion Date and shall be applied in accordance with the provisions of the Bonds and the Bond Agreement.

Section 5.6. Deficiency of Project Fund. If Bond Proceeds in the Project Fund are insufficient to pay fully all Project Costs (including reimbursements to the Tenant for Project Costs advanced by the Tenant prior to issuance of the Bonds) and to fully complete the Improvements, lien free (except for Permitted Encumbrances), the Tenant covenants to pay the full amount of any such deficiency by making payments directly to the contractors and to the suppliers of materials, machinery, equipment, property and services as the same become due, and the Tenant shall save the Issuer and the Bank whole and harmless from any obligation to pay such deficiency.

Section 5.7. Right of Entry by the Issuer and the Bank. The duly authorized agents of the Issuer and/or the Bank shall have the right (but shall not be required) at any reasonable time and upon reasonable notice to the Tenant prior to the completion of the Improvements to have access to the Project or any part thereof for the purpose of inspecting the acquisition, installation or construction thereof.

Section 5.8. Machinery and Equipment Purchased by the Tenant. If no part of the purchase price of an item of machinery, equipment or personal property is paid from Original Proceeds deposited in the Project Fund pursuant to the terms of this Lease, then such item of machinery, equipment or personal property will not be considered a part of the Project.

Section 5.9. Project Property of the Issuer. All Improvements, all work and materials on Improvements as such work progresses, any Project Additions, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as fully completed, repaired, rebuilt,

rearranged, restored or replaced by the Tenant under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the Issuer. Any Improvements which become a part of the real estate as fixtures shall remain separate from the Tenant's property unless and until purchased by the Tenant from the Issuer as provided in this Lease.

Section 5.10. Kansas Retailers' Sales Tax. The parties have entered into this Lease in contemplation that, under the existing provisions of K.S.A. 79-3606, subsections (b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Improvements are entitled to exemption from the tax imposed by the Kansas Retailers' Sales Tax Act. The parties agree that the Issuer shall, upon the request of and with the Tenant's assistance, promptly obtain from the State and furnish to the contractors and suppliers a project exemption certificate for the construction of the Improvements. The Tenant covenants that said exemption certificate shall be used only in connection with the purchase of tangible personal property or services becoming a part of the Project. The Issuer shall not be responsible for any failure on the part of the State to issue such project exemption certificate.

ARTICLE VI

Section 6.1. Insurance as a Condition to Disbursement. As a condition precedent to payment of Costs of Issuance or disbursement of Project Costs (other than Costs of Issuance) from the Project Fund pursuant to *Article V* hereunder, the following policies of insurance shall be in full force and effect:

(a) General accident and public liability insurance covering the Tenant's operations in or upon the Project (including coverage for losses arising from the ownership, maintenance, use or operation of any automobile, truck or other vehicle in or upon the Project) under which the Tenant shall be insured and the Issuer and the Bank shall be additional insureds or mortgagees, as their interests in the Project appear, in an amount not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas tort claims act or other similar future law (currently \$500,000 per occurrence); which policy shall provide that such insurance may not be canceled by the issuer thereof without at least 30 days' advance written notice to the Issuer, the Tenant and the Bank, such insurance to be maintained throughout the Term of this Lease;

(b) Statutory workers' compensation insurance;

(c) With regard to new buildings and improvements constituting a part of the Improvements, insurance insuring the Improvements while under construction against fire, lightning and all other risks covered by the broadest form extended coverage endorsement then and from time to time thereafter in use in the State to the Full Insurable Value of such Improvements. Such insurance coverage shall name the Tenant as insured and the Issuer and the Bank as additional insureds or mortgagees and loss payees, as their respective interests appear, and all Net Proceeds received under such policy or policies by the Issuer or the Tenant shall be paid over to the Bank and be applied as set forth in *Article XVIII* hereof; and

(d) With regard to new buildings and improvements constituting a part of the Improvements and constructed by contractors other than the Tenant, performance and labor and material payment bonds and statutory bonds (with sureties authorized to do business in Kansas and approved by the Issuer) with respect to applicable Project Contracts and in the full amount of the Project Contracts. The performance, payment and statutory bonds must be furnished to the Bank and the statutory bond filed with the clerk of the district court in the county in which the Project is located before any disbursements are made from the Project Fund for Project Costs incurred pursuant to the bonded contract. Said bonds shall name the Issuer, the Tenant and the Bank as obligees. All payments received by the Issuer, the Tenant and/or the Bank under

said bonds shall become a part of and be deposited in the Project Fund. In lieu of furnishing the payment and statutory bonds required by this paragraph, with the consent of the Issuer and the Bank which will not be unreasonably withheld, Original Proceeds may be disbursed to pay Project Costs upon receipt by the Bank of waivers of statutory mechanic's and materialmen's liens signed by the contractor and all vendors and subcontractors being paid from such disbursement, in the manner and to the extent required by *Section 5.4* of this Lease for disbursements made for materials or labor furnished to the Project site by direct contract with the Tenant.

Section 6.2. Insurance After Completion. The Tenant shall and covenants and agrees that it will, prior to or simultaneously with the expiration of the insurance provided for in the preceding section and throughout the Term at its sole cost and expense, keep the Improvements continuously insured against loss or damage by fire, lightning and all other risks covered by the broadest form extended coverage insurance endorsement then in use in the State in an amount equal to the Full Insurable Value thereof in such insurance company or companies as it may select and shall at all times maintain general accident and public liability insurance required pursuant to *Section 6.1(a)*, all of which policies shall name the Tenant, the Issuer, and the Bank as insureds or mortgagees, as their interests appear.

Section 6.3. General Insurance Provisions.

(a) Within 30 days of renewal dates of expiring policies, certificates of the insurance provided for in this Article shall be delivered by the Tenant to the Bank. All policies of such insurance and all renewals thereof shall name the Tenant as insured and the Issuer and the Bank as additional insureds or mortgagees and loss payees as their respective interests may appear, shall contain a provision that such insurance may not be canceled or amended by the issuer thereof without at least 30 days' written notice to the Issuer, the Tenant and the Bank and shall be payable to the Issuer, the Tenant and the Bank as their respective interests appear. The Issuer and the Tenant each hereby agree to do anything necessary, be it the endorsement of checks or otherwise, to cause any payment of insurance proceeds to be made to the Bank, as long as such payment is required by this Lease to be made to the Bank. Any charges made by the Bank for its services in connection with insurance payments shall be paid by the Tenant.

(b) Each policy of insurance hereinabove referred to shall be issued by a nationally recognized responsible insurance company authorized under the laws of the State to assume the risks covered therein, except that the Tenant may be self-insured as to any required insurance coverages under a program of self-insurance approved by the State Commissioner of Insurance or other applicable State regulatory authority.

(c) Certificates of insurance evidencing the insurance coverages herein required shall be filed with the Bank continuously during the term of this Lease.

(d) Each policy of insurance hereinabove referred to may be subject to a reasonable deductible or self-insured retention.

(e) Each policy of insurance required herein may be provided through blanket policies maintained by the Tenant.

(f) Anything in this Lease to the contrary notwithstanding, the Tenant shall be liable to the Issuer and the Bank pursuant to the provisions of this Lease or otherwise, as to any loss or damage which may have been occasioned by the negligence of the Tenant, its agents, licensees, contractors, invitees or employees.

Section 6.4. Evidence of Title. The Tenant shall furnish evidence of title in the form of a policy of owner's title insurance, insuring the Issuer's fee simple title to the Land, as of the date and time

immediately prior to conveyance to the Issuer, subject to Permitted Encumbrances, in an amount equal to \$4,500,000. Such title insurance policy shall contain no exceptions, other than the title insurance company's standard printed exceptions, Permitted Encumbrances, and the encumbrance created by this Lease. The Issuer and the Tenant agree that any and all proceeds therefrom during the Basic Term (a) if received before the completion of the building Improvements shall be paid into and become a part of the Project Fund, (b) if received thereafter but before the Bonds and interest thereon have been paid in full, shall be paid into and become a part of the Bond Fund, and (c) if received after the Bonds, redemption premium, if any, and interest thereon have been paid in full, shall belong and be paid to the Tenant.

ARTICLE VII

Section 7.1. Impositions. The Tenant shall, during the Term of this Lease, bear, pay and discharge, before the delinquency thereof, any and all Impositions. In the event any Impositions may be lawfully paid in installments, the Tenant shall be required to pay only such installments thereof as become due and payable during the term of this Lease as and when the same become due and payable.

Section 7.2. Receipted Statements. Unless the Tenant exercises its right to contest any Impositions in accordance with *Section 7.3* hereof, the Tenant shall, within 30 days after the last day for payment without penalty or interest of an Imposition which the Tenant is required to bear, pay and discharge pursuant to the terms hereof, deliver to the Bank a copy of the statement issued therefor duly receipted to show the payment thereof.

Section 7.3. Contest of Impositions. The Tenant shall have the right, in its own or the Issuer's name or both, to contest the validity or amount of any Imposition by appropriate legal proceedings instituted before the Imposition complained of becomes delinquent if, and provided, the Tenant (i) before instituting any such contest, shall give the Issuer and the Bank written notice of its intention to do so and, if requested in writing by the Issuer or the Bank, shall deposit with the Bank a surety bond of a surety company acceptable to the Issuer as surety, in favor of the Issuer and the Bank, as their interests may appear, or cash, in a sum of at least the amount of the Imposition so contested, assuring the payment of such contested Impositions together with all interest and penalties to accrue thereon and court costs, (ii) diligently prosecutes any such contest and at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (iii) promptly pays any final judgment enforcing the Imposition so contested and thereafter promptly procures record release or satisfaction thereof. The Tenant shall indemnify and hold the Issuer whole and harmless from any costs and expenses the Issuer may incur related to any such contest.

Section 7.4. Ad Valorem Taxes. The parties acknowledge that under the existing provisions of K.S.A. 79-201a, as amended, the property acquired, constructed or purchased with the proceeds of the Bonds (except such property used for certain retail uses) is eligible to receive exemption from *ad valorem* taxation for a period up to 7 calendar years after the calendar year in which the Bonds are issued, provided the Issuer has complied with certain notice, hearing and procedural requirements established by law, and proper application has been made. The Issuer represents that such notice, hearing and procedural requirements will have been complied with at the Issue Date. The Issuer will, at the Tenant's request, with information furnished by Tenant and the Bank, make all necessary filings regarding the application for 100% *ad valorem* tax exemption for the 7-year period in the calendar year following the calendar year in which the Bonds were issued, and will renew said application from time to time and take any other action as may be necessary to maintain such *ad valorem* tax exemption in full force and effect, in accordance with K.S.A. 79-201a, 79-210 *et seq.* and the requirements of the State Court of Tax Appeals. If it becomes necessary to litigate the issue of availability or applicability of the *ad valorem* tax exemption, the Issuer will

cooperate fully with Tenant in pursuing such litigation, but all litigation costs and reasonable attorney fees must be paid by Tenant, either directly or as Additional Rent.

ARTICLE VIII

Section 8.1. Use of Project. Subject to the provisions of this Lease, the Tenant shall have the right to use the Project for any and all purposes allowed by law and contemplated by the constitution of the State and the Act. The Tenant shall comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease. The Tenant shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Tenant to comply with the provisions of this Article.

Section 8.2. Environmental Provisions.

(a) The Tenant hereby covenants that it will not cause or permit any Hazardous Substances (as defined herein) to be placed, held, located or disposed of, on, under or at the Land or the Project, other than in the ordinary course of business and in compliance with all applicable Environmental Laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided to the Issuer hereunder and in the Indenture, the Tenant hereby agrees to indemnify and hold harmless the Issuer, the Bank and the Owner(s) of Bond(s) from time to time from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment, costs of investigation, consultants, testing, sampling, cleanup, or defense, and claims of any and every kind paid, incurred or suffered, with respect to, or as a direct or indirect result of, the actual or alleged presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Land or the Project of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under any federal, state or local Environmental Law or so-called "Superfund" or "Super lien" law, or any other applicable Environmental Law, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standard of conduct concerning, any Hazardous Substance) regardless of whether or not caused by or within the control of the Tenant.

(c) If the Tenant receives any notice of (1) the happening of any event involving the use, other than in the ordinary course of business and in compliance with all applicable Environmental Laws, spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the Land or the Project or in connection with the Tenant's operations thereon or (2) any complaint, order, citation or notice with regard to air emissions, water discharges or any other environmental, health or safety matter affecting the Tenant (an "Environmental Complaint") from any person (including, without limitation, the United States Environmental Protection Agency (the "EPA"), and the Kansas Department of Health and Environment ("KDHE")) then the Tenant shall immediately notify the Issuer and the Bank in writing. With respect to any such notice that relates to a condition or conditions on the Project site, the Tenant shall promptly initiate action to remediate the conditions cited in the notice, and shall diligently pursue such remediation at its expense to the satisfaction of the city authority.

(d) If the Tenant fails to initiate action to remediate as required in subsection (c) of this section, or otherwise fails to discharge its obligations under this *Section 8.2*, the Issuer shall have the right, but not the obligation, and without limitation of the Issuer's other rights under this Lease, to enter the Project or to take such actions as it may deem necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Hazardous Substance or Environmental Complaint following receipt of any notice asserting the existence on the Project of any Hazardous Substance or an

Environmental Complaint pertaining to the Project or any part thereof which, if true, could result in an order, suit or other action against the Tenant and/or which, in the reasonable judgment of the Issuer, could jeopardize its interests under this Lease. All reasonable costs and expenses incurred by the Issuer in the exercise of any such rights shall be payable by the Tenant as Additional Rent on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points.

(e) If an Event of Default shall have occurred and is continuing, at the request of the Issuer or the Bank, the Tenant shall periodically perform (at the Tenant's expense) an environmental audit and, if reasonably deemed necessary by the Issuer or the Bank, an Environmental Assessment, (each of which must be reasonably satisfactory to the Issuer and the Bank) of the Project, or the hazardous waste management practices and/or hazardous waste disposal sites used by the Tenant with respect to the Project. Said audit and/or Environmental Assessment shall be conducted by an environmental consultant satisfactory to the Issuer and the Bank. Should the Tenant fail to perform any environmental audit or risk assessment within 30 days of the written request of the Issuer or the Bank, either shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and expenses incurred by the Issuer or the Bank in the exercise of such rights shall be payable by the Tenant as Additional Rent on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points.

(f) The Tenant shall not install nor permit to be installed in the Project friable asbestos or any substance containing asbestos and deemed hazardous by Environmental Law applicable to the Project and respecting such material, and with respect to any such material currently present in the Project, shall promptly either (1) remove any material which such applicable regulations deem hazardous and require to be removed or (2) otherwise comply with such applicable Environmental Law, at the Tenant's expense. If the Tenant shall fail to so remove or otherwise comply, the Issuer may declare an Event of Default and/or do whatever is necessary to eliminate said substances from the Project or otherwise comply with the applicable Environmental Law or order, and the costs thereof shall be payable by the Tenant on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points. The Tenant shall defend, indemnify, and save the Issuer, the Bank and the Owner(s) of Bond(s) harmless from all costs and expenses (including consequential damages) asserted or proven against the Tenant, or incurred to comply with such regulations.

(g) The provisions of this *Section 8.2* shall survive the termination of this Lease or exercise of the Tenant's option to purchase the Project, except with respect to obligations which arise solely and exclusively as a result of the use, spill, release, leak, seepage or discharge of Hazardous Substances on the Land or the Project after the Project is no longer occupied by the Tenant.

Section 8.3. Environmental Matters.

(a) The Tenant covenants that it will not cause or permit any Hazardous Substances to be placed, held, located or disposed of on or under the Land, other than in the ordinary course of business and in compliance with all applicable Environmental Laws.

(b) In addition to any indemnity elsewhere provided under this Lease and in the Indenture, the Tenant hereby agrees to indemnify the Issuer, the Bank and the Owner(s) of Bonds from and against all loss, liability (including strict liability), damage, injury, expense (including reasonable attorneys' fees), costs of settlement or judgment and claims of any kind paid or incurred by or asserted against the Issuer, the Bank or Owner(s) of Bonds resulting directly or indirectly from the presence on or under, or the escape, discharge or release on or from the Land of any hazardous substance. This indemnity extends without limitation to any loss or liability asserted or arising under any Environmental Law, regardless of whether the release complained of was caused by or was in the control of the Tenant.

(c) If the Tenant receives notice of (i) the improper use or handling of any Hazardous Substance on the Land, or in connection with the Tenant's operations thereon, or (ii) any complaint, order, citation or notice involving the improper handling, use or release of a Hazardous Substance on the Land (an "Environmental Complaint") from any person, governmental agency or entity responsible for enforcing Environmental Laws, then the Tenant shall immediately notify the Issuer and the Bank of such notice.

(d) If the Tenant does not respond to an Environmental Complaint, in a reasonable manner, the Issuer and the Bank shall have the right, but not the obligation, and without limitation to the other rights of the Issuer and the Bank under this Lease, to enter onto the Project, or take such other action as may be necessary or advisable, to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Hazardous Substance or Environmental Complaint pertaining to the Land or the Project which, if true, could result in an order or other action against the Tenant which in the reasonable judgment of the Issuer or the Bank could jeopardize the interests of the Issuer, the Bank or the Owner(s) of Bonds under this Lease. All reasonable costs and expenses incurred by the Issuer or the Bank in the exercise of any such rights shall be payable by the Tenant upon demand.

(e) If an Event of Default arising from a breach of the covenant set forth in this Section, or giving rise to the right on the part of the Issuer and the Bank to take possession of the Project shall have occurred and be continuing, the Tenant, at the request of the Issuer or the Bank, and upon reasonable notice, shall periodically perform an environmental audit and, if deemed reasonably necessary by the Issuer or the Bank, an Environmental Assessment of the Land or the Project, of the hazardous waste management practices and/or hazardous waste disposal sites used by the Tenant with respect to the Land or the Project. Any such audit or Environmental Assessment shall be performed at the Tenant's expense by an environmental consultant satisfactory to the Issuer and the Bank. Should the Tenant fail to perform such audit or assessment within 30 days after written request by the Issuer or the Bank acting on behalf of the Issuer, the Issuer shall have the right, but not the obligation, to retain an environmental consultant to perform any such audit or Environmental Assessment. All reasonable costs and expenses incurred by the Issuer or the Bank in the exercise of any such rights shall be payable by the Tenant on demand.

(f) The Tenant shall not install or permit to be installed on the Land or in the Project friable asbestos or any substance containing asbestos and deemed hazardous under any applicable Environmental Law, and with respect to any such material currently present on the Land or in the Project, shall promptly either (i) remove any such material required to be removed under any applicable Environmental Law or (ii) otherwise comply with such applicable Environmental Law, at the Tenant's expense.

(g) The covenants contained in this Section shall survive the termination of this Lease, except with respect to the use, release or discharge of Hazardous Substances on the Land or in the Project after they are no longer occupied by the Tenant. There shall be unlimited recourse to the Tenant to the extent of any liability incurred by the Issuer with respect to any breaches of the Tenant's covenants contained in this *Section 8.2*.

ARTICLE IX

Section 9.1. Sublease by the Tenant. The Tenant may sublease the Project to a single party or entity, with the prior written consent of the Issuer. The Tenant may sublease portions of the Project for use by others in the normal course of its business without the Issuer's prior consent or approval. In the event of any such subleasing, the Tenant shall remain fully liable for the performance of its duties and obligations hereunder, and no such subleasing and no dealings or transactions between the Issuer or the Bank and any

such subtenant shall relieve the Tenant of any of its duties and obligations hereunder. Any such sublease shall be subject and subordinate in all respects to the provisions of this Lease.

Section 9.2. Assignment by the Tenant. The Tenant may assign, mortgage, sell or otherwise transfer its interest in this Lease only with the prior written consent of the Bank as assignee of the Issuer. Collateral assignment by the Tenant of its leasehold interest in this Lease to the Owner(s) of Bonds is hereby acknowledged and approved by the Issuer. In the event of any such assignment, the Tenant shall remain fully liable for the performance of its duties and obligations hereunder, except to the extent hereinafter provided, and no such assignment and no dealings or transactions between the Issuer or the Bank and any such assignee shall relieve the Tenant of any of its duties and obligations hereunder, except as may be otherwise provided in the following Section.

Section 9.3. Release of the Tenant. If, in connection with an assignment by the Tenant of its interest in this Lease, (a) the Issuer and the Owners of at least seventy-five percent (75%) in aggregate principal amount of the Outstanding Bonds (including any Additional Bonds) shall file with the Bank their prior written consent to such assignment, and (b) the proposed assignee shall expressly assume and agree to perform all of the obligations of the Tenant under this Lease and the Guaranty Agreement with regard to the Bonds; then the Tenant shall be fully released from all obligations accruing hereunder after the date of such assignment.

Section 9.4. Mergers and Consolidations. Notwithstanding the provisions of *Sections 9.2 and 9.3* above, if the Tenant shall assign or transfer, by operation of law or otherwise, its interests in this Lease in connection with a transaction involving the merger or consolidation of the Tenant with or into, or a sale, lease or other disposition of all or substantially all of the property of the Tenant as an entirety to another person, association, corporation or other entity, and (a) the Issuer shall file with the Bank its prior written consent to such assignment, transfer or merger, (b) the proposed assignee, transferee or surviving entity shall expressly assume and agree to perform all of the obligations of the Tenant under this Lease and the Guaranty Agreement with regard to the Bonds, and (c) the Tenant shall furnish the Bank and the Issuer with evidence in the form of financial statements accompanied by a proforma balance sheet prepared by an independent certified public accountant of recognized standing showing that the net worth of such proposed assignee, transferee or surviving entity immediately following such assignment, transfer or merger will be at least equal to the net worth of the Tenant as shown by the most recent financial statements of the Tenant furnished to the Bank pursuant to this Lease; then and in such event the Tenant shall be fully released from all obligations accruing hereunder after the date of such assignment, transfer or merger.

Section 9.5. Covenant Against Other Assignments. The Tenant will not assign or in any manner transfer its interests under this Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements set forth in this *Article IX*.

ARTICLE X

Section 10.1. Repairs and Maintenance. The Tenant covenants and agrees that it will, during the Term of this Lease, at its own expense, keep and maintain the Project and all parts thereof in good condition and repair (ordinary wear and tear excepted), including but not limited to the furnishing of all parts, mechanisms and devices required to keep the machinery, equipment and personal property constituting a part of the Project in good mechanical and working order (ordinary wear and tear excepted).

Section 10.2. Removal, Disposition and Substitution of Machinery or Equipment. The Tenant shall have the right, provided the Tenant is not in Default, to remove and sell or otherwise dispose of

any machinery or equipment which constitutes a part of the Project and which is no longer used by the Tenant or, in the opinion of the Tenant, is no longer useful to the Tenant in its operations (whether by reason of changed processes, changed techniques, obsolescence, depreciation or otherwise), subject, however, to the following conditions:

(a) With respect only to such items of machinery or equipment that originally cost \$50,000 or more, to the following:

(1) Prior to any such removal, the Tenant shall deliver to the Bank a certificate signed by the Authorized Tenant Representative (A) containing a complete description, including the make, model and serial numbers, if any, of any machinery and equipment constituting a part of the Project which it proposes to remove, (B) stating the reason for such removal, (C) stating what disposition, if any, of the machinery or equipment is to be made by the Tenant after such removal and the names of the party or parties to whom such disposition is to be made and any consideration to be received by the Tenant therefor, if any, and (D) setting forth the original cost and the current fair market value of such machinery and equipment.

(2) Prior to any such removal, the Tenant shall pay the current fair market value of such machinery or equipment as set forth in said certificate to the Bank, provided, however, that in no event shall the amount paid be less than the consideration to be received by the Tenant upon the disposition thereof and the Bank shall deposit such amount in the Bond Fund. Any money deposited in the Bond Fund pursuant to this Section shall be used to redeem Outstanding Bonds at their earliest optional redemption date.

(3) The Tenant may remove any machinery or equipment constituting a part of the Project without first complying with the provisions of subparagraph (2) above if the Tenant promptly replaces any such machinery or equipment so removed with machinery or equipment of the same or a different kind but which is capable of performing the same function, efficiently, as the machinery or equipment so removed. The machinery or equipment so acquired by the Tenant to replace such machinery or equipment thereafter shall be deemed a part of the Project. Within 30 days after any such replacement by the Tenant, the Tenant shall deliver to the Bank a certificate of the Authorized Tenant Representative setting forth a complete description, including make, model and serial numbers, if any, of the machinery or equipment which the Tenant has acquired to replace the machinery or equipment so removed by the Tenant, the cost thereof and that said machinery and equipment have been installed.

(b) With respect to such items of machinery or equipment that originally cost less than \$500,000, the Tenant may obtain release of any such items without any payment to the Bank upon delivery of a certificate setting forth the facts provided for in subparagraph (a)(1) above. In no event shall the Tenant pursuant to the preceding sentence remove an aggregate amount of machinery or equipment having an aggregate original cost of more than \$250,000, without making payment for it.

All machinery or equipment constituting a part of the Project and removed by the Tenant in compliance with this Section shall become the absolute property of the Tenant and may be sold or otherwise disposed of by the Tenant without otherwise accounting to the Issuer. In all cases, the Tenant shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage caused thereby. The Tenant's rights under this Section to remove machinery or equipment constituting a part of the Project is intended only to permit the Tenant to maintain an efficient operation by the removal of such machinery and equipment no longer suitable to the Tenant's use for any of the reasons set forth in this Section and such right is not to be construed to permit a removal under any other circumstances and shall not be construed to permit the wholesale removal of such machinery or equipment by the Tenant.

ARTICLE XI

Section 11.1. Alteration of Project. The Tenant shall have and is hereby given the right, at its sole cost and expense, to make such additions, changes and alterations in and to any part of the Project as the Tenant from time to time may deem necessary or advisable, provided however, the Tenant shall not make any major addition, change or alteration which will adversely affect the intended use or structural strength or value of any part of the Improvements. All additions, changes and alterations made by the Tenant pursuant to the authority of this Article shall (a) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, shall be deemed a part of the Project; provided, however, that additions of machinery, equipment and/or personal property of the Tenant, not purchased or acquired from proceeds of the Bonds and not constituting a part of the Project shall remain the separate property of the Tenant and may be removed by the Tenant prior to or as provided in *Section 22.1* hereof.

ARTICLE XII

Section 12.1. Additional Improvements. The Tenant shall have and is hereby given the right, at its sole cost and expense, to construct on the Land or within areas occupied by the Improvements, or in airspace above the Project, such additional buildings and improvements as the Tenant from time to time may deem necessary or advisable. All additional buildings and improvements constructed by the Tenant pursuant to the authority of this Article shall, during the Term, remain the property of the Tenant and may be added to, altered or razed and removed by the Tenant at any time during the Term hereof. The Tenant covenants and agrees (a) to make all repairs and restorations, if any, required to be made to the Project because of the construction of, addition to, alteration or removal of, said additional buildings or improvements, (b) to keep and maintain said additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, (c) to promptly and with due diligence either raze and remove from the Land, in a good, workmanlike manner, or repair, replace or restore such of said additional buildings or improvements as may from time to time be damaged by fire or other casualty, and (d) that all additional buildings and improvements constructed by the Tenant pursuant to this Article which remain in place after the termination of this Lease for any cause other than the purchase of the Project pursuant to *Article XVII* hereof shall, upon and in the event of such termination, become the separate and absolute property of the Issuer.

ARTICLE XIII

Section 13.1. Securing of Permits and Authorizations. The Tenant shall not do or permit others under its control to do any work in or in connection with the Project or related to any repair, rebuilding, restoration, replacement, alteration of or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have first been procured and paid for. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease.

Section 13.2. Mechanic's Liens. The Tenant shall not do or suffer anything to be done whereby the Project, or any part thereof, is encumbered by any mechanic's or other similar lien. Should any

mechanic's or other similar lien ever be filed against the Project, or any part thereof, the Tenant shall discharge the same of record within 30 days after the date of filing. Notice is hereby given that the Issuer does not authorize or consent to and shall not be liable for any labor or materials furnished to the Tenant or anyone claiming by, through or under the Tenant upon credit, and that no mechanic's or similar liens for any such labor, services or materials shall attach to or affect the reversionary or other estate of the Issuer in and to the Project, or any part thereof.

Section 13.3. Contest of Liens. The Tenant, notwithstanding the above, shall have the right to contest any such mechanic's or other similar lien if within said 30-day period stated above it (a) notifies the Issuer and the Bank in writing of its intention so to do, and if requested by the Bank or the Issuer, deposits with the Bank a surety bond issued by a surety company acceptable to the Issuer as surety, in favor of the Issuer, or cash, in the amount of the lien claim so contested, indemnifying and protecting the Issuer from and against any liability, loss, damage, cost and expense of whatever kind or nature growing out of or in any way connected with said asserted lien and the contest thereof, (b) diligently prosecutes such contest, at all times effectively staying or preventing any official or judicial sale of the Project or any part thereof or interest therein, under execution or otherwise, and (c) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof.

Section 13.4. Utilities. All utilities and utility services used by the Tenant in, on or about the Project shall be contracted for by the Tenant in the Tenant's own name and the Tenant shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

ARTICLE XIV

Section 14.1. Indemnity. The Tenant agrees, whether or not the transactions contemplated by this Lease, the Bonds or the Indenture are consummated, to indemnify and hold harmless the Issuer and its officers, directors, officials, employees and agents, including the Bank as assignee of the Issuer's rights under this Lease, and the Original Purchaser and each of its officers, directors, employees and agents (any or all of the foregoing referred to hereafter as "Indemnified Persons"), from and against all claims, actions, suits, proceedings, expenses, judgments, damages, penalties, fines, assessments, liabilities, charges or other costs (including, without limitation, all attorneys' fees and expenses incurred in connection with enforcing this Lease or collecting any sums due hereunder and any claim or proceeding or any investigations undertaken hereunder) relating to, resulting from, or in connection with (a) any cause in connection with the Project, including, without limitation, the acquisition, design, construction, installation, equipping, operating, maintenance or use thereof; (b) any act or omission of the Tenant or any of its agents contractors, servants, employees or licenses in connection with the use or operation of the Project; (c) any cause in connection with the issuance and sale of the Bonds, (d) a misrepresentation or breach of warranty by the Tenant hereunder or under any of the documents executed by the Tenant in connection with this Lease, or (e) any violation by the Tenant of any of its covenants hereunder or under any of the other documents executed by the Tenant in connection with the Bonds or this Lease. This indemnity is effective only with respect to any loss incurred by any Indemnified Person not due to willful misconduct, gross negligence, or bad faith on part of such Indemnified Person. In case any action or proceeding shall be brought against one or more Indemnified Person and with respect to which such Indemnified Person may seek indemnity as provided herein, such Indemnified Person shall promptly notify the Tenant in writing and the Tenant shall promptly assume the defense thereof, including the employment of counsel reasonable satisfactory to such Indemnified Person or Indemnified Persons, the payment of all expenses and the right to negotiate and consent to settlement; but the failure to notify the Tenant as provided shall not relieve Tenant from any liability of duty under this Section, so long as Tenant is given reasonable opportunity to defend such claim.

ARTICLE XV

Section 15.1. Access to Project. The Issuer, for itself and its duly authorized representatives and agents, including the Bank, reserves the right to enter the Project at all reasonable times during usual business hours throughout the Term, upon reasonable notice, for the purpose of (a) examining and inspecting the same, (b) performing such work made necessary by reason of the Tenant's default under any of the provisions of this Lease, and (c) after an Event of Default, for the purpose of exhibiting the Project to prospective purchasers, lessees or mortgagees. The Issuer may, during the progress of said work mentioned in (b) above, keep and store on the Project all necessary materials, supplies and equipment and shall not be liable for inconvenience, annoyances, disturbances, loss of business or other damage suffered by reason of the performance of any such work or the storage of such materials, supplies and equipment.

ARTICLE XVI

Section 16.1. Option to Extend Basic Term. The Tenant shall have and is hereby given the right and option to extend the Basic Term of this Lease for the Additional Term provided that (a) the Tenant shall give the Issuer written notice of its intention to exercise the option at least 30 days prior to the expiration of the Basic Term and (b) the Tenant is not in Default hereunder at the time it gives the Issuer such notice or at the time the Additional Term commences. In the event the Tenant exercises such option, the terms, covenants, conditions and provisions set forth in this Lease shall be in full force and effect and binding upon the Issuer and the Tenant during the Additional Term except that the Basic Rent during any extended term herein provided for shall be the sum of \$100.00 per year, payable in advance on the first Business Day of such Additional Term.

ARTICLE XVII

Section 17.1. Option to Purchase Project. Subject to the provisions of this Article, the Tenant shall have the right and option to purchase the Project at any time during the Term hereof and for 120 days thereafter. The Tenant shall exercise its option by giving the Issuer written notice of the Tenant's election to exercise its option and specifying the date, time and place of closing, which date (the "Purchase Date") shall neither be earlier than 30 days nor later than 180 days after the notice is given. The Tenant may not, however, exercise such option if the Tenant is in Default hereunder on the Purchase Date unless all Defaults are cured upon payment of the purchase price specified in *Section 17.2*.

Section 17.2. Quality of Title and Purchase Price. If said notice of election to purchase is given, the Issuer shall sell and convey all of its interests in the Project to the Tenant on the Purchase Date free and clear of all liens and encumbrances except (a) Permitted Encumbrances, (b) those to which title was subject on the date of conveyance to the Issuer of the Land, or to which title became subject with the Tenant's written consent, or which resulted from any failure of the Tenant to perform any of its covenants or obligations under this Lease, (c) taxes and assessments, general and special, if any, and (d) the rights of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the Project, for a price determined as follows (which the Tenant agrees to pay in cash at the time of delivery of the Issuer's deed or other instrument or instruments of transfer of the Project to the Tenant as hereinafter provided):

(1) The full amount which is required to provide the Issuer and the Bank with funds sufficient, in accordance with the provisions of the Indenture, to pay at maturity or to redeem and pay in full

(A) the principal of all of the Outstanding Bonds, (B) all interest due thereon to date of maturity or redemption, whichever first occurs, and (C) all costs, expenses and premiums incident to the redemption and payment of said Bonds in full, plus

(2) \$100.00.

Nothing in this Article shall release or discharge the Tenant from its duty or obligation under this Lease to make any payment of Basic Rent or Additional Rent which, in accordance with the terms of this Lease, becomes due and payable prior to the Purchase Date, or its duty and obligation to fully perform and observe all covenants and conditions herein stated to be performed and observed by the Tenant prior to the Purchase Date.

Section 17.3. Closing of Purchase. On the Purchase Date the Issuer shall deliver to the Tenant its special warranty deed and/or other appropriate instrument or instruments of conveyance or assignment, properly executed and conveying the Project to the Tenant free and clear of all liens and encumbrances except as set forth in the preceding section above, or conveying such other title to the Project as may be acceptable to the Tenant, and the Tenant shall pay the full purchase price for the Project as follows: (a) the amount specified in clause (1) of *Section 17.2* shall be paid to the Bank for deposit in the Bond Fund to be used to pay or redeem Bonds and the interest thereon as provided in the Bond Agreement, and (b) the amount specified in clause (2) of said *Section 17.2* shall be paid to the Issuer; provided, however, nothing herein shall require the Issuer to deliver its appropriate instrument or instruments of assignment or conveyance to the Tenant until after all duties and obligations of the Tenant under this Lease to the date of such delivery have been fully performed and satisfied or adequate provision made for such performance and satisfaction. Upon the delivery to the Tenant of the Issuer's appropriate instrument or instruments of assignment or conveyance, payment of the purchase price by the Tenant and legal defeasance of the Bonds, this Lease shall *ipso facto* terminate, subject to the provisions of *Section 20.2* hereof.

Section 17.4. Effect of Failure to Complete Purchase. If, for any reason, the purchase of the Project by the Tenant pursuant to valid notice of election to purchase is not effected on the Purchase Date, this Lease shall be and remain in full force and effect according to its terms the same as though no notice of election to purchase had been given, except that if such purchase is not effected on the Purchase Date because the Issuer does not have or is unable to convey to the Tenant such title to the Project as the Tenant is required to accept, the Issuer shall use its best efforts to cure any such defect in its title to the Project. In the event the Issuer is unable to cure such defect in its title to the Project, or if the Issuer's failure to close would be a breach of its obligations hereunder, the Tenant shall have the right to cancel this Lease forthwith if, but only if, the principal of and interest on the Bonds and all costs incident to the redemption and payment of the Bonds have been paid in full. The Tenant shall also have the right to exercise any legal or equitable remedies, in its own name or in the name of the Issuer, to obtain acceptable title to the Project.

Section 17.5. Application of Condemnation Awards if the Tenant Purchases Project. The right of the Tenant to exercise its option to purchase the Project under the provisions of this Article shall remain unimpaired notwithstanding any condemnation of title to, or the use for a limited period of, all or any part of the Project. If the Tenant shall exercise its option and pay the purchase price as provided in this Article, all of the condemnation awards received by the Issuer after the payment of said purchase price, less all attorneys' fees and other expenses and costs incurred by the Issuer as the owner of the Project in connection with such condemnation, shall belong and be paid to the Tenant.

Section 17.6. Option to Purchase Unimproved Portions of Land. The Tenant shall have the option to purchase at any time and from time to time during the Term any vacant part or vacant parts of the unimproved Land constituting a part of the Project; provided, however, the Tenant shall furnish the Issuer and the Bank with a certificate of an Authorized Tenant Representative, dated not more than thirty (30) days

prior to the date of the purchase and stating that, in the opinion of the Authorized Tenant Representative, (a) the portion of said Land with respect to which the option is exercised is not needed for the operation of the Project for the purposes herein stated, (b) the purchase will not impair the usefulness or operating efficiency or materially impair the value of the Project and will not destroy or materially impair the means of ingress thereto and egress therefrom, and (c) the purchase will not materially adversely affect compliance of the remaining Land and any Improvements with applicable zoning laws or regulations. The Tenant shall exercise this option by giving the Issuer and the Bank written notice of the Tenant's election to exercise its option and specifying (i) the legal description, (ii) the date, time and place of closing, which date shall neither be earlier than 45 days nor later than 60 days after the notice is given, (iii) the appraised current fair market value of the portions of the Land with respect to which the Tenant's option is exercised as determined by an independent, qualified appraiser whose report shall be furnished to the Bank together with the Tenant's notice of election to purchase, and (iv) a certificate signed by the chief executive or chief financial officer of the Tenant stating that no event has occurred and is continuing which, with notice or lapse of time or both, would constitute an Event of Default; provided, however, that the Tenant may not exercise this option if there has occurred and is continuing any event which, with notice or lapse of time or both, would constitute an Event of Default at the time said notice is given and may not purchase said real property on the specified closing date if any such event has occurred and is continuing on said date unless all defaults are cured. The option hereby given shall include the right to purchase a perpetual easement for right-of-way to and from the public roadway and the right to purchase such land as is necessary to assure that there will always be access between the real property purchased pursuant to these *Sections 17.6* through *17.10* and the public roadway.

Section 17.7. Quality of Title - Purchase Price. If said notice of election to purchase is given as provided in *Section 17.6* the Issuer shall convey the real property described in the Tenant's notice to the Tenant on the specified date free and clear of all liens and encumbrances except (a) Permitted Encumbrances, (b) those to which the title was subject on the date of conveyance to the Issuer of the Land, or to which title became subject with the Tenant's written consent, or which resulted from any failure of the Tenant to perform any of its covenants or obligations under this Lease, (c) taxes and assessments, general and special, if any, and (d) the interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the real property described in the Tenant's notice. The purchase price shall be an amount equal to the then current fair market value thereof, as determined with reference to the independent appraiser's report furnished to the Bank.

Section 17.8. Closing of Purchase. If the Issuer has title to such vacant real property free and clear of all liens and encumbrances except as stated above or has such other title to the such real property as may be acceptable to the Tenant, then on the specified date, the Issuer shall deliver to the Tenant its special warranty deed, properly executed and conveying such real property to the Tenant free and clear of all liens and encumbrances except as stated above, and the Tenant shall pay the purchase price for such real property, said purchase price to be paid to the Bank for the account of the Issuer and deposited by the Bank in the Bond Fund and shall be used to redeem Bonds on any date the Bonds are subject to optional redemption as provided in the Bond Agreement. Nothing herein shall require the Issuer to deliver its special warranty deed to the Tenant until after all duties and obligations of the Tenant under this Lease to the date of such delivery have been fully performed and satisfied.

Section 17.9. Effect of Purchase on Lease. The exercise by the Tenant of the option granted under these *Sections 17.6* to *17.10* and the purchase and sale and conveyance of a portion or portions of the Land constituting a part of the Project pursuant hereto shall in no way whatsoever affect this Lease, and all the terms and provisions hereof shall remain in full force and effect the same as though no notice of election to purchase had been given, and specifically, but not in limitation of the generality of the foregoing, exercise of such option shall not affect, alter, diminish, reduce or abate the Tenant's obligations to pay all Basic Rent and Additional Rent required hereunder.

Section 17.10. Effect of Failure to Complete Purchase. If, for any reason whatsoever, the purchase by the Tenant of the real property described in said notice is not effected on the specified date, this Lease shall be and remain in full force and effect according to its terms the same as though no notice of election to purchase had been given.

ARTICLE XVIII

Section 18.1. Damage and Destruction.

(a) If, during the Term, any Improvements are damaged or destroyed, in whole or in part, by fire or other casualty, the Tenant shall promptly notify the Issuer and the Bank in writing as to the nature and extent of such damage or loss and whether it is practicable and desirable to rebuild, repair, restore or replace such damage or loss.

(b) If the Tenant shall determine that such rebuilding, repairing, restoring or replacing is practicable and desirable, the Tenant shall forthwith proceed with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing. In such case, any Net Proceeds of property and/or casualty insurance required by this Lease and received with respect to any such damage or loss to the Improvements shall be paid to the Bank and shall be deposited in the Project Fund and shall be used and applied for the purpose of paying the cost of such rebuilding, repairing, restoring or replacing such damage or loss. Any amount remaining in the Project Fund after such rebuilding, repairing, restoring or replacing shall be paid to the Tenant.

(c) If the Tenant shall reasonably determine that rebuilding, repairing, restoring or replacing the Improvements is not practicable and desirable, any Net Proceeds of property and/or casualty insurance required by this Lease and received with respect to any such damage or loss to the Project shall be paid into the Bond Fund. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Tenant shall not, by reason of its inability to use all or any part of the Improvements during any period in which the Improvements are damaged or destroyed, or are being repaired, rebuilt, restored or replaced nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement or any abatement or diminution of the Basic Rent or Additional Rent payable by the Tenant under this Lease nor of any other obligations of the Tenant under this Lease except as expressly provided in this Section.

Section 18.2. Condemnation.

(a) If, during the Term title to, or the temporary use of, all or any part of the Project shall be condemned by any authority exercising the power of eminent domain (other than the Issuer), the Tenant shall, within 30 days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify the Issuer and the Bank in writing as to the nature and extent of such condemnation and whether it is practicable and desirable to acquire substitute land or construct substitute Improvements.

(b) If the Tenant shall determine that such substitution is practicable and desirable, the Tenant shall forthwith proceed with and complete with reasonable dispatch the acquisition or construction of such substitute Land or Improvements. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings shall be paid to the Bank for the account of the Tenant and shall be deposited in the Project

Fund and shall be used and applied for the purpose of paying the cost of such substitution. Any amount remaining in the Project Fund after such acquisition or construction shall be paid to Tenant.

(c) If the Tenant shall reasonably determine that it is not practicable and desirable to acquire or construct substitute Improvements, any Net Proceeds of condemnation awards received by the Tenant shall be paid into the Bond Fund. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection.

(d) The Tenant shall not, by reason of its inability to use all or any part of the Improvements during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement or any abatement or diminution of the Basic Rent or Additional Rent nor of any other obligations hereunder payable by the Tenant under this Lease.

(e) The Issuer shall cooperate fully with the Tenant in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof so long as the Issuer is not the condemning authority. In no event will the Issuer voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the written consent of the Tenant and the Bank.

Section 18.3. Effect of Tenant's Defaults. Anything in this Article to the contrary notwithstanding, the Issuer and the Bank shall have the right at any time and from time to time to withhold payment of all or any part of the Net Proceeds from the Project Fund attributable to damage, destruction or condemnation of the Project to the Tenant or any third party if an Event of Default has occurred and is continuing, or the Issuer or the Bank has given notice to the Tenant of any Default which, with the passage of time, will become an Event of Default. In the event the Tenant shall cure any Defaults specified herein, the Bank shall make payments from the Net Proceeds to the Tenant in accordance with the provisions of this Article. However, if this Lease is terminated or the Issuer or the Bank otherwise re-enters and takes possession of the Project without terminating this Lease, the Bank shall pay all the Net Proceeds held by it into the Bond Fund and all rights of the Tenant in and to such Net Proceeds shall cease.

ARTICLE XIX

Section 19.1. Change of Circumstances. If at any time during the Basic Term, a Change of Circumstances occurs, then the Tenant shall have the option to purchase the Project pursuant to *Article XVII* or the option to terminate this Lease by giving the Issuer notice of such termination within 90 days after the Tenant has actual knowledge of the event giving rise to such option. Such termination shall become effective when all of the Bonds Outstanding are paid or payment is provided for in the manner described in *Section 3(f)* of the Bond Agreement.

ARTICLE XX

Section 20.1. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Bank (acting on behalf of the Issuer, as assignee of the Issuer's rights hereunder) may take any legal action, including but not limited to, one or more of the following remedial actions:

(a) By written notice to the Tenant upon acceleration of maturity of the Bonds as provided in the Bond Agreement, the Bank acting on behalf of the Issuer may declare the aggregate amount of all

unpaid Basic Rent or Additional Rent then or thereafter required to be paid under this Lease by the Tenant to be immediately due and payable as liquidated damages from the Tenant, whereupon the same shall become immediately due and payable by the Tenant.

(b) The Bank acting on behalf of the Issuer may give the Tenant written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 30 days after such notice is given and, if all Events of Default have not then been cured on the date so specified, the Tenant's rights to possession of the Project shall cease, and this Lease shall thereupon terminate. The Bank acting on behalf of the Issuer may thereafter re-enter and take possession of the Project and pursue all its available remedies, including sale of the Project and judgment against the Tenant for possession of the Project and/or all Basic Rent and Additional Rent then owing, including costs and attorney fees.

(c) Without terminating the Term hereof, or this Lease, the Bank acting on behalf of the Issuer may conduct inspections or an Environmental Assessment of the Project, and re-enter the Project or take possession thereof pursuant to legal proceedings or any notice provided for by law and this Lease. The Issuer or the Bank acting on behalf of the Issuer may refuse to re-enter or take possession of the Project if it has reasonable cause for such refusal. "Reasonable cause" shall include the presence on the Project of conditions which are in violation of any Environmental Law or the existence or threat of a remedial action against the Tenant under any Environmental Law resulting from conditions on the Project.

(d) Having elected to re-enter or take possession of the Project pursuant to subsection 20.1(c), the Bank acting on behalf of the Issuer may relet the Project, or parts thereof, for such term or terms and at such rental and upon such other terms and conditions as are deemed advisable, with the right to make alterations and repairs to the Project, and no such re-entry or taking of possession of the Project shall be construed as an election to terminate this Lease, and no such re-entry or taking of possession shall relieve the Tenant of its obligation to pay Basic Rent or Additional Rent (at the time or times provided herein), or of any of its other obligations under this Lease, all of which shall survive such re-entry or taking of possession. The Tenant shall continue to pay the Basic Rent and Additional Rent provided for in this Lease until the end of the Term, whether or not the Project shall have been relet, less the net proceeds, if any, of reletting the Project.

(e) Having elected to reenter or take possession of the Project pursuant to subsection 20.1(c), the Bank acting on behalf of the Issuer may, by notice to the Tenant given at any time thereafter while the Tenant is in Default in the payment of Basic Rent or Additional Rent or in the performance of any other obligation under this Lease, elect to terminate this Lease in accordance with subsection 20.1(b) and thereafter proceed to exercise any remedies lawfully available.

(f) If, in accordance with any of the foregoing provisions of this Article, the Issuer shall have the right to elect to re-enter and take possession of the Project, the Issuer or the Bank acting on behalf of the Issuer, may enter and expel the Tenant and those claiming through or under the Tenant and remove the property and effects of both or either by all lawful means without being guilty of any manner of trespass and without prejudice to any remedies for arrears of Basic Rent or Additional Rent or preceding breach of contract by the Tenant.

(g) Net proceeds of any reletting or sale of the Project shall be deposited in the Bond Fund for application to pay the Bonds and interest thereon. "Net proceeds" shall mean the receipts obtained from reletting or sale after deducting all expenses incurred in connection with such reletting or sale, including without limitation, all repossession costs, brokerage commissions, legal fees and expenses, expenses of employees, alteration costs and expenses of preparation of the Project for reletting or sale.

(h) The Issuer or the Bank acting on behalf of the Issuer may recover from the Tenant any attorney fees or other expense incurred in exercising any of its remedies under this Lease.

Section 20.2. Survival of Obligations. The Tenant covenants and agrees with the Issuer, the Bank and the Owner(s) of Bonds that until all Bonds and the interest thereon and redemption premium, if any, are paid in full or provision is made for the payment thereof, its obligations under this Lease shall survive the cancellation and termination of this Lease for any cause and/or sale of the Project, and that the Tenant shall be obligated to pay Basic Rent and Additional Rent (reduced by any net income the Issuer or the Bank may receive from the Project after such termination) and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease. Notwithstanding any provision of this Lease or the Bond Agreement, the Tenant's obligations under *Sections 8.2 and 14.1* hereof shall survive any termination, release or assignment of this Lease, the Bond Agreement or Guaranty Agreement and payment or provision for payment of the Bonds.

Section 20.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute, subject to the provisions of the Bond Agreement. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than notice required herein.

ARTICLE XXI

Section 21.1. Performance of the Tenant's Obligations by the Issuer. If the Tenant shall fail to keep or perform any of its obligations as provided in this Lease, then the Issuer may (but shall not be obligated to do so) upon the continuance of such failure on the Tenant's part for 90 days after notice of such failure is given the Tenant by the Issuer or the Bank and without waiving or releasing the Tenant from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and the Tenant shall reimburse the Issuer for all sums so paid by the Issuer and all necessary or incidental costs and expenses incurred by the Issuer in performing such obligations through payment of Additional Rent. If such Additional Rent is not so paid by the Tenant within 10 days of demand, the Issuer shall have the same rights and remedies provided for in *Article XX* in the case of Default by the Tenant in the payment of Basic Rent.

ARTICLE XXII

Section 22.1. Surrender of Possession. Upon accrual of the Issuer's right of reentry as the result of the Tenant's Default hereunder or upon the cancellation or termination of this Lease by lapse of time or otherwise (other than as a result of the Tenant's purchase of the Project), the Tenant shall peacefully surrender possession of the Project to the Bank, as assignee of the Issuer in good condition and repair, ordinary wear and tear excepted; provided, however, the Tenant shall have the right, prior to or within 30 business days after the termination of this Lease, to remove from on or about the Project the buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures which the Tenant owns under the provisions of this Lease and are not a part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Tenant. All buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures owned by the Tenant and which are not so removed from on or about the Project prior to or within

30 business days after such termination of this Lease shall become the separate and absolute property of the Issuer.

ARTICLE XXIII

Section 23.1. Notices. All notices required or desired to be given hereunder shall be in writing and shall be delivered in person to the Notice Representative or mailed by registered mail to the Notice Address. All notices given by registered mail as aforesaid shall be deemed duly given as of the date three days after they are so mailed. When mailed notices are given, the party giving notice will use reasonable diligence to contact the party being notified by telephone, electronic mail or facsimile on or before the date such notice is mailed.

ARTICLE XXIV

Section 24.1. Triple-Net Lease. The parties hereto agree (a) that this Lease is intended to be a triple-net lease, (b) that the payments of Basic Rent and Additional Rent are designed to provide the Issuer and the Bank with funds adequate in amount to pay all principal of and interest on all Bonds as the same become due and payable and to pay and discharge all of the other duties and requirements set forth herein, and (c) that to the extent that the payments of Basic Rent and Additional Rent are not adequate to provide the Issuer and the Bank with funds sufficient for the purposes aforesaid, the Tenant shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money as may from time to time be required for such purposes.

Section 24.2. Funds Held by the Bank After Payment of Bonds. If, after the principal of and interest on all Bonds and all costs incident to the payment of Bonds have been paid in full, the Bank holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, except as otherwise provided in this Lease and the Bond Agreement and after payment therefrom to the Issuer of any sums of money then due and owing by the Tenant under the terms of this Lease, be the absolute property of and be paid over forthwith to the Tenant.

ARTICLE XXV

Section 25.1. Rights and Remedies. The rights and remedies reserved by the Issuer and the Tenant hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Issuer and the Tenant shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 25.2. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such Default or Defaults which were in existence at the time such payment or payments or performance were accepted by it.

Section 25.3. The Issuer Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the Issuer shall, may or must give its approval or consent, or execute supplemental agreements, exhibits or schedules, the Issuer shall not unreasonably or arbitrarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements, exhibits or schedules.

ARTICLE XXVI

Section 26.1. The Issuer May Not Sell. The Issuer covenants that unless an Event of Default under this Lease has occurred and is continuing, and the remaining Term of this Lease has been terminated, it will not, without the Tenant's written consent, unless required by law, sell or otherwise part with or encumber its fee title interest in the Project at any time during the Term of this Lease.

Section 26.2. Quiet Enjoyment and Possession. The Tenant shall enjoy peaceable and quiet possession of the Project as long as no Event of Default has occurred and is continuing.

Section 26.3. Financial Report; Furnishing of Financial Information. So long as any Bonds are Outstanding and unpaid and subject to the terms of the Bond Agreement, the Tenant shall furnish or cause to be furnished to the Bank the financial statements and other financial information required by *Article V* of the Guaranty Agreement.

Section 26.4. Issuer's Obligations Limited. Except as otherwise expressly provided in this Lease, no recourse upon any obligation or agreement contained in this Lease or in any Bond or under any judgment obtained against the Issuer, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise under any circumstances, under or independent of the Bond Agreement, shall be had against the Issuer and its officers, employees and agents.

Notwithstanding anything in this Lease to the contrary, it is expressly understood and agreed by the parties hereto that (a) the Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the Issuer by the Tenant, an Owner(s) of Bonds or the Bank as to the existence of any fact or state of affairs required to be noticed by the Issuer hereunder; (b) the Issuer shall not be under any obligation to perform any record-keeping or to provide any legal services, it being understood that such services shall be performed or provided either by the Tenant, the Bank or the Owner(s) of Bonds; and (c) that none of the provisions of this Lease shall require the Issuer to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless it shall have first been adequately indemnified to its satisfaction against the costs, expenses and liability which may be incurred by such action.

Notwithstanding anything in this Lease to the contrary, any obligation the Issuer may incur under this Lease or under any instrument or document executed by the Issuer in connection with this Lease that entails the expenditure of any money by the Issuer shall be only a limited obligation of the Issuer payable solely from the revenues derived by the Issuer under the Lease and shall not be, under any circumstances, a general obligation of the Issuer.

ARTICLE XXVII

Section 27.1. Investment Tax Credit; Depreciation. The Tenant shall be entitled to claim the full benefit of (l) any investment credit against federal or state income tax allowable with respect to expenditures of the character contemplated hereby under any federal or state income tax laws now or from

time to time hereafter in effect, and (2) any deduction for depreciation with respect to the Project from federal or state income taxes. The Issuer agrees that it will upon the Tenant's request execute all such elections, returns or other documents which may be reasonably necessary or required to more fully assure the availability of such benefits to the Tenant.

ARTICLE XXVIII

Section 28.1. Amendments. This Lease may be amended, changed or modified in writing in the following manner:

(a) With respect to an amendment, change or modification which reduces the Basic Rent or Additional Rent, or any amendment which reduces the percentage of Owner(s) of Bonds whose consent is required for any such amendment, change or modification, by an agreement in writing executed by the Issuer and the Tenant and consented to in writing by the Bank and by Owner(s) of Bonds owning at least 90% of the aggregate principal amount of the Bonds then Outstanding;

(b) With respect to any other amendment, change or modification which will materially adversely affect the security or rights of the Owner(s) of Bonds, by an agreement in writing executed by the Issuer and the Tenant and consented to in writing by the Bank and by Owner(s) of Bonds owning at least 66-2/3% of the aggregate principal amount of the Bonds then Outstanding; and

(c) With respect to all other amendments, changes, or modifications, by an agreement in writing executed by the Issuer and the Tenant.

At least 30 days prior to the execution of any agreement pursuant to (c) above, the Issuer and the Tenant shall furnish the Bank and the Original Purchaser of the Bonds with a copy of the amendment, change or modification proposed to be made.

Section 28.2. Granting of Easements. If no Event of Default under this Lease shall have happened and be continuing, the Tenant may, at any time or times, (a) grant easements, licenses and other rights or privileges in the nature of easements with respect to any property included in the Project, free from any rights of the Issuer or the Owner(s) of Bonds, or (b) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Tenant shall determine, and the Issuer agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the Issuer of: (1) a copy of the instrument of grant or release or of the agreement or other arrangement, (2) a written application signed by the Authorized Tenant Representative requesting such instrument, and (3) a certificate executed by the Tenant stating (A) that such grant or release is not detrimental to the proper conduct of the business of the Tenant, and (B) that such grant or release will not impair the effective use or interfere with the efficient and economical operation of the Project and will not materially adversely affect the security of the Owner(s) of Bonds. Any consideration received by the Tenant for the grant or release must be paid to the Bank to be deposited in the Bond Fund and used to redeem Bonds at the earliest practicable date, at their principal amount, plus accrued interest, without premium. If the instrument of grant shall so provide, any such easement or right and the rights of such other parties thereunder shall be superior to the rights of the Issuer and the Owner(s) of Bonds and shall not be affected by any termination of this Lease or default on the part of the Tenant hereunder. If no Event of Default shall have happened and be continuing, any payments or other consideration received by the Tenant for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Tenant, but, in the

event of the termination of this Lease because of an Event of Default, all rights then existing of the Tenant with respect to or under such grant shall inure to the benefit of and be exercisable by the Issuer.

Section 28.3. Security Interests. (a) The Issuer and the Tenant agree to execute and deliver all instruments (including financing statements and statements of continuation thereof) necessary for perfection of and continuance of the security interest of the Issuer in and to the Project. The Tenant hereby authorizes the Issuer to file or cause to be filed all such instruments required to be so filed and the Bank to continue or cause to be continued the filings or liens of such instruments for so long as the Bonds shall be Outstanding.

(b) Under the Collateral Assignment of Lease, the Issuer will, as additional security for the Bonds assign, transfer, pledge and grant a security interest in its rights under this Lease to the Bank. The Issuer hereby authorizes the Bank to file financing statements or any other instruments necessary to perfect its security interest. The Bank is hereby given the right to enforce, either jointly with the Issuer or separately, the performance of the obligations of the Tenant, and the Tenant hereby consents to the same and agrees that the Bank may enforce such rights as provided in the Collateral Assignment of Lease and the Tenant will make payments required hereunder directly to the Bank.

Section 28.4. Construction and Enforcement. This Lease shall be construed and enforced in accordance with the laws of the State. Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

Section 28.5. Invalidity of Provisions of Lease. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 28.6. Covenants Binding on Successors and Assigns. The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 28.7. Section Headings. The section headings hereof are for the convenience of reference only and shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof. The reference to section numbers herein or in the Bond Agreement shall be deemed to refer to the numbers preceding each section.

Section 28.8. Execution of Counterparts; Electronic Transactions. This Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Issuer has caused this Lease to be signed by an authorized official, such signature to be attested by an authorized officer, and its official seal to be applied, as of the date first above written.

CITY OF COFFEYVILLE, KANSAS

By: _____
James Falkner, Mayor

[SEAL]

ATTEST:

By: _____
Cindy Price, City Clerk

"ISSUER"

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF MONTGOMERY)

This instrument was acknowledged before me on the ____ day of June, 2014, by James Falkner, Mayor, and Cindy Price, City Clerk, of the City of Coffeyville, Kansas, a municipal corporation.

[SEAL]

Notary Public

My Appointment Expires:

IN WITNESS WHEREOF, the Tenant has caused this Lease to be signed by an authorized officer, as of the date first above written.

NIEL HOTEL, LLC

By: _____
Name: Larry Patel
Title: Managing Member

"TENANT"

ACKNOWLEDGMENT

STATE OF [_____])
) SS:
COUNTY OF [_____])

This instrument was acknowledged before me on the ____ day of June, 2014, by Larry Patel, Managing Member of Niel Hotel, LLC, a Kansas limited liability company.

[SEAL]

Notary Public

My Appointment Expires:

APPENDIX A

FORM OF REQUISITION FOR PAYMENT OF PROJECT COSTS

CITY OF COFFEYVILLE, KANSAS

Project Fund

(Niel Hotel, LLC)

Payment Order No. _____

Community National Bank & Trust
Coffeyville, Kansas
Attn: Commercial Loan Department

You are hereby authorized and directed by the undersigned, the Authorized Tenant Representative, acting on behalf of Niel Hotel, LLC (the "Tenant") to disburse funds held by you as fiscal and paying agent in the above mentioned Project Fund for the purposes and in the amounts set forth in the Payment Schedules attached hereto and incorporated herein by reference (the "Payment Schedules").

I hereby certify that the amounts requested in the attached Payment Schedules have either been advanced by the Tenant or are justly due to contractors, subcontractors, suppliers, vendors, materialmen, engineers, architects or other persons named in the Payment Schedules who have performed necessary and appropriate work in connection with any installation of machinery, equipment or personal property, or have furnished necessary and appropriate materials in the construction or acquisition of land, buildings and improvements constituting a part of the Project. I further certify that the fair value of such work or materials, machinery and equipment, is not exceeded by the amount requested, and such cost is one which may be capitalized for federal income tax purposes.

I further certify that, except for the amounts set forth in the Payment Schedules, there are no outstanding debts now due and payable for labor, wages, materials, supplies or services in connection with the construction of said buildings and improvements or the purchase and/or installation of machinery, equipment and personal property which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen's statutory or other similar lien upon the Land, the Project or any part thereof.

I further certify that no part of the amounts set forth in the Payment Schedules have been the basis for any previous withdrawal of any moneys from the said Project Fund.

I further certify that each of the representations and covenants on the part of the Tenant contained in the Lease dated as of Issue Date of the Bonds by and between the City of Coffeyville, Kansas, as the Issuer, and the Tenant are now true and correct in all material respects and are now being materially complied with.

I further certify that the amounts set forth in the Payment Schedules constitute Project Costs, as said term is defined in the Lease, and that all insurance policies which are required to be in force as a condition precedent to disbursement of funds from the Project Fund pursuant to the provisions of *Section 6.1* of the Lease are in full force and effect.

DATED _____, 20__.

Authorized Tenant Representative

EXHIBIT A - Payment Order No. _____

**PAYMENT SCHEDULE
FOR BUILDINGS, IMPROVEMENTS AND
MISCELLANEOUS PROJECT COSTS**

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below, and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete:

PAYMENT SCHEDULE

<u>Payee Name</u>	<u>Payee Address</u>	<u>Purpose or Nature of Payment</u>	<u>Amount</u>
-------------------	----------------------	-------------------------------------	---------------

Initials

EXHIBIT B - Payment Order No. _____

**PAYMENT SCHEDULE
FOR MACHINERY AND EQUIPMENT**

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below. I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete. I further certify that the items described are free and clear of any liens or security interests. I have attached to this schedule a copy of the purchase order or seller's invoice for each item, and, to the extent any payment is a reimbursement to the Tenant, a copy of the check tendered in payment for such item.

PAYMENT SCHEDULE

<u>Payee Name</u>	<u>Description of Equipment</u>	<u>Amount</u>
	(include name and address of seller, manufacturer, descriptive name, technical description, capacity, serial number of model number as appropriate)	

Initials

APPENDIX B

FORM OF CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

The undersigned, being the Authorized Tenant Representative for Niel Hotel, LLC (the "Tenant"), as tenant under a certain Lease dated as of Issue Date of the Bonds (the "Lease") between the City of Coffeyville, Kansas (the "Issuer") and the Tenant, and as beneficiary of the Issuer's Taxable Industrial Revenue Bonds, Series 2014-A and Series 2014-B (Niel Hotel, LLC) issued pursuant to a certain Bond Agreement dated as of Issue Date of the Bonds (the "Bond Agreement"), hereby certifies as follows. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Bond Agreement and Lease.

1. The Improvements have been substantially completed in accordance with the plans and specifications prepared at the Tenant's direction.
2. Such Improvements have been substantially completed in a good and workmanlike manner.
3. There are no mechanic's, materialmen's liens or other statutory liens on file encumbering title to the Land; all bills for labor and materials furnished for the Improvements which could form the basis of a mechanic's, materialmen's or other statutory lien against the Land have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid for.
4. All Improvements are located or installed upon the Land.
5. All material provisions of applicable building codes have been complied with and, if applicable, a certificate of occupancy has been issued with respect to the Project.
6. All moneys remaining in the Project Fund being held by the Bank under the Bond Agreement should be transferred to the Bond Fund being held by the Bank under the Bond Agreement, to be applied as provided therein.

IN WITNESS WHEREOF, the undersigned Authorized Tenant Representative has signed this Certificate, and states, under penalty of perjury, that the statements of fact made in this Certificate are true and correct.

STATE OF [_____])
) SS:
COUNTY OF [_____])

Subscribed and sworn to or affirmed before me, a notary public, this ___ day of _____, 20__.

[SEAL]

Notary Public

My Appointment Expires: _____

APPENDIX C

FORM OF REQUISITION FOR PAYMENT OF COSTS OF ISSUANCE

Request No. _____

Date: _____

**WRITTEN REQUEST FOR DISBURSEMENT FROM
CITY OF COFFEYVILLE, KANSAS
(NIEL HOTEL, LLC)
COSTS OF ISSUANCE ACCOUNT**

To: Community National Bank & Trust
Coffeyville, Kansas
Attention: Commercial Loan Department

as fiscal and paying agent under the Bond Agreement, dated as of Issue Date of the Bonds. Capitalized terms not otherwise defined herein shall have the meanings set forth in such Bond Agreement.

The undersigned hereby requests payment to the following payees the following amounts for the following Cost of Issuance:

<u>Payee</u>	<u>Amount</u>	<u>Description of Cost of Issuance</u>
--------------	---------------	--

The amount of this requisition is justly due and owing and has not been the subject of another requisition which was paid and is a proper Cost of Issuance incurred in connection with the issuance of the Bonds.

Invoices, statements, vouchers or bills for the amounts requested are attached hereto.

NIEL HOTEL, LLC

By: _____
Authorized Tenant Representative

SCHEDULE I

SCHEDULE I TO THE BOND AGREEMENT, DATED AS OF ISSUE DATE OF THE BONDS, BETWEEN THE CITY OF COFFEYVILLE, KANSAS, AND COMMUNITY NATIONAL BANK & TRUST, COFFEYVILLE, KANSAS, AS FISCAL AND PAYING AGENT, AND TO THE LEASE AGREEMENT, DATED AS OF ISSUE DATE OF THE BONDS, BY AND BETWEEN CITY OF COFFEYVILLE, KANSAS AND NIEL HOTEL, LLC

PROPERTY SUBJECT TO LEASE

(A) The following described real estate located in Montgomery County, Kansas, to wit:

said real property constituting the “Land” as referred to in the Lease, subject to Permitted Encumbrances.

(B) The buildings, improvements, equipment, fixtures and personal property now or hereafter acquired, constructed, or installed on the Land and financed or refinanced with proceeds of the 2013 Bonds, including but not limited to the following:

The property described in paragraphs (A) and (B) of this *Schedule I*, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of *Sections 10.3* and *10.4* of the Lease, constitute the “Project” as referred to in both the Lease and the Bond Agreement.

COLLATERAL ASSIGNMENT OF LEASE

THIS COLLATERAL ASSIGNMENT OF LEASE, made as of the delivery of the Lease described herein from Niel Hotel, LLC (the "Assignor") to Community National Bank & Trust, Coffeyville, Kansas (the "Assignee"),

WITNESSETH:

WHEREAS, the City of Coffeyville, Kansas (the "Issuer") has issued its Taxable Industrial Revenue Bonds, Series 2014-A and Series 2014-B (Niel Hotel, LLC), dated as of the Issue Date of the Bonds, in the original principal amount not exceeding \$4,500,000 (jointly, the "Bonds"); and

WHEREAS, in connection with the issuance of the Bonds the Issuer has entered into a lease of the Project, as hereinafter described, to Assignor as lessee; and

WHEREAS, Assignee, as a condition of purchase of the Series 2014-A Bonds, has required that Assignor pledge its interest in the Lease (hereinafter defined) as additional collateral to secure payment of rental payments under the Lease and Assignor's obligation to make payment of the principal of and interest on the Bonds pursuant to a Guaranty Agreement dated as of the Issue Date of the Bonds between Assignor and Assignee (the "Guaranty");

THEREFORE, Assignor by these presents GRANTS and ASSIGNS unto Assignee, and unto its successors and assigns, as collateral to secure payment to Assignee of all sums due from time to time under the Lease and on the Bonds under the Guaranty, that certain leasehold estate, which said leasehold estate embraces and encumbers certain land, buildings, machinery and equipment (the "Project") situated in Montgomery County, Kansas, and more particularly described as follows:

The leasehold estate created by that certain Lease dated as of Issue Date of the Bonds, by and between the City of Coffeyville, Kansas, as Issuer, and Niel Hotel, LLC, as Tenant, for a basic term of 20 years, and covering the Project described on *Schedule I* attached hereto and incorporated herein by this reference (the "Lease");

and together with and including all right, title and interest of Assignor therein, including without limitation:

- (a) All rents, profits, issues and revenues of said leasehold estate from time to time accruing, whether under licenses, subleases or tenancies now existing or hereafter created; and
- (b) All right, title and interest which Assignor now has or may hereafter acquire in and to the Project including, without limitation, the option to purchase the Project as set forth in *Article XVII* of the Lease;

TO HAVE AND TO HOLD THE SAME, together with all privileges, immunities and appurtenances whatsoever in any way belonging, relating or appertaining to the Assignor's leasehold estate in the Project, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now or hereafter acquired by Assignor, subject, however, to the following:

1. The covenants, agreements, terms and conditions set forth in the Lease;
2. Rights of lawful occupants or subtenants, and the condition and state of repair of the Project on the date hereof; and
3. Taxes and assessments, general and special, not delinquent on the date hereof.

Assignor, for itself and its successors and assigns, hereby covenants and agrees to and with Assignee, its successors and assigns, as follows:

1. The Lease is in full force and effect and unmodified, and there is no existing default under the provisions of the Lease or in the performance of any terms, covenants, conditions or warranties thereof on the part of Assignor to be observed and performed.

2. All rents (including Basic Rent and Additional Rent and other charges) reserved in the Lease have been paid to the extent they were payable prior to the date hereof.

3. Assignor will warrant and defend the leasehold estate created under the Lease for the entire remainder of the Term set forth therein against all and every person or persons lawfully claiming, or who may claim the same or any part thereof, subject only to the payment of the rentals in the Lease reserved and to the performance and observance of all the terms, covenants, conditions and warranties thereof.

4. Assignor will pay or cause to be paid all Basic Rent, Additional Rent, Impositions (as defined in the Lease), taxes, assessments and other charges mentioned in and made payable by the Lease when and as often as the same shall become due and payable.

5. Assignor will at all times promptly and faithfully keep and perform, or cause to be kept and performed, all of the covenants and conditions contained in the Lease by the Tenant therein to be kept and performed (including the covenants regarding insurance with respect to the Project), and in all respects conform to and comply with the terms and conditions of the Lease, and Assignor further covenants that it will not do or permit anything to be done, the doing of which, or refrain from doing anything, the omission of which, will impair or tend to impair the security of this Assignment or will be grounds for declaring a forfeiture of the Lease.

6. Assignor will not modify, amend or in any way alter the terms of the Lease or cancel or surrender the Lease, or waive, excuse, condone or in any way release or discharge the Issuer of and from the obligations, covenants, conditions and agreement by the Issuer to be done and performed without the written consent of Assignee.

7. Assignor will request that notice of any default or Event of Default under the Lease or the Guaranty be given to Assignee in the same manner and at the same time as is given to Assignor. Any amounts advanced by Assignee and any costs incurred by Assignee in performing on behalf of Assignor any covenant on the part of Assignor to be observed and performed under the Lease or the Guaranty, or the curing by Assignee on behalf of Assignor of any default or Event of Default under the Lease or the Guaranty shall be repayable by Assignor without demand, with interest thereon, and shall be secured by this Assignment.

8. No right, power, or remedy conferred upon or reserved to Assignee by this Assignment is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

9. Neither this Assignment nor any terms hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the charge, waiver, discharge or termination is sought. Any agreement hereafter made by Assignor and Assignee relating to this Assignment shall be superior to the rights of the holder of any intervening lien or encumbrance.

NOW, THEREFORE, if the Bonds and payments owing under the Lease and the Guaranty secured hereby shall be paid according to their terms and provisions, then this Assignment shall be released at the request and cost of Assignor;

But if default is made in the payment of the Bonds, or any of the interest or premium thereon when due, or in the performance of any of the promises and agreements contained herein or in the Lease or the Guaranty, then Assignee, its successors and assigns shall be entitled to (a) judgment for all sums due under the Lease or the Guaranty hereby secured, and all costs and expenses, including reasonable attorney's fees, of enforcing the same, (b) immediate possession of the Project pending sale to satisfy said judgment, either directly or through a court-appointed receiver; and (c) a decree for the sale of the Assignor's leasehold interest in the Project foreclosing all rights and equities therein of Assignor, its successors, assigns and legal representatives and all persons claiming under it, and Assignor does hereby waive any rights of redemption provided by the laws of Kansas, reserving only the right to any excess proceeds from the rental and/or sale of the Project remaining after satisfaction of all the obligations hereby secured; and (d) the right to exercise in its own name Assignor's option to purchase the Project pursuant to *Section 17.1* of the Lease.

SCHEDULE I

[Here copy *Schedule I* from the Lease being assigned]

 <p style="text-align: center;">CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM</p>		
MEETING DATE	June 10, 2014	
RESOLUTION OR ORDINANCE NUMBER	R-14-44	
AGENDA TITLE	A Resolution to amend the Neighborhood Stabilization Program Action Plan.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Cindy Price	
FISCAL INFORMATION	Cost as recommended:	n/a
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To amend the Neighborhood Stabilization Program (NSP) action plan originally approved April 28, 2009.	

BACKGROUND

The NSP was established for the redevelopment of abandoned and foreclosed homes and to redevelop demolished or vacant properties. The City has participated in the NSP program since 2009. In the first phase, two houses (108 N. Buckeye and 608 N. Maple) were purchased, rehabbed and sold. In phase two, the City was awarded funding to build two houses.

One of the houses was built at 602 W. 4th. This property, which contained a dilapidated house, was donated to the City, and the plans were to rehab it as part of the KHRC housing grant. Since funds available in the NSP could be used to demolish a structure, it was determined to build one of the houses there.

The second house has been built at 1006 W. 5th on a vacant lot; the house had already been demolished prior to the City purchasing the lot.

The goal of the NSP is to sell the properties to income eligible owner occupants. The sale price is based on the income level of the purchaser with financial assistance offered in the form of down payment and closing cost assistance. Eligible homebuyers must have an annual income of not more than 50% of area median income *or* 120% of area median income (AMI). At least one of the houses must be sold to a homebuyer whose income is below the 50% AMI. (See the flyer for income limits). Homebuyers will be required to obtain a fixed rate mortgage loan, and the home must be used as the primary residence.

Based on income qualification, NSP funds may be used for a down payment on the purchase price of the home up to 40% and up to 100% of the closing costs. The selling price of the houses will be based on the appraised value less any assistance offered. It may be necessary to offer a discounted sales price in addition to the down payment and closing cost assistance due to income or loan restrictions. A 0% interest forgivable second mortgage will be filed for the amount of assistance offered.

SPECIAL NOTES	<p>There are no city dollars involved with this program.</p> <p>Susan Galemore with the Southeast Kansas Regional Planning Commission is administering this program. The first step involved for someone interested in purchasing one of the houses is to fill out an application to determine if they income qualify. All applications are submitted to SEKRPC to verify the income. The next step is for the applicant to pre-qualify for a loan.</p>
ANALYSIS	
PUBLIC INFORMATION PROCESS	Signage, Channel 13 and the website will be used to market the houses.
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Approve the amended NSP Action Plan.
REFERENCE DOCUMENTS ATTACHED	<ul style="list-style-type: none"> • Resolution No. R-14-44 • Amended NSP Action Plan • Flyer describing the program

RESOLUTION NO. R-14-44

A RESOLUTION TO AMEND THE NEIGHBORHOOD STABILIZATION PROGRAM ACTION PLAN ORIGINALLY APPROVED APRIL 28, 2009.

WHEREAS, On July 30, 2008, Congress passed the Housing and Economic Recovery Act (HERA) which establishes a program for emergency assistance for redevelopment of abandoned and foreclosed homes and residential properties; and

WHEREAS, this program is commonly referred to as the Neighborhood Stabilization Program (NSP); and

WHEREAS, the City of Coffeyville originally approved the NSP action plan on April 28, 2009; and

WHEREAS, the NSP action plan was amended on July 24, 2012, to include funding for the construction of new infill housing; and

WHEREAS, the financing mechanism in the action plan is amended to include: the City will provide financing to purchasers who income qualify in the form of

- a. up to 40% of purchase price of in down payment assistance
- b. up to 100% of closing costs

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and City Clerk be and are hereby authorized and directed to execute an amended Action Plan for participation in the Neighborhood Stabilization Program.

ADOPTED THIS 10TH DAY OF JUNE 2014

James Falkner, Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

CITY OF COFFEYVILLE

Available Properties

**602 W. 4th
1006 W. 5th**

- 1,342 square feet living area
- 3 Bedrooms, 2 bath
- Attached two-car garage
- Energy Star Appliances
- Appraised Value: \$141,000



NSP Basics

The Neighborhood Stabilization Program (NSP) has provided funds to the City of Coffeyville to stabilize neighborhoods. The City is currently in the redevelopment phase of the program and has constructed two new homes on vacant lots. The goal of the program is to sell these properties to income eligible owner occupants. These two homes are being offered for sale with the sales price based on the income level of the purchaser with financial assistance offered in the form of a 0% interest forgivable second mortgage.

Eligible Homebuyers

Eligible homebuyers must have an annual income of not more than 50% of area median income or 120% of area median income (AMI). At least one of the houses must be sold to a homebuyer whose income is below the 50% AMI. Each potential homebuyer must complete 8 hours of HUD-approved homebuyer counseling. Homebuyers will be required to obtain a fixed rate mortgage loan from a lender who has demonstrated their commitment to sound lending practices. The buyer will be required to use the home as their primary residence.

Income Guidelines

2014 Income Limits by household size:

	<u>50% AMI</u>	<u>120% AMI</u>
1 Person:	\$19,400	\$46,575
2 Person	\$22,200	\$53,175
3 Person:	\$24,950	\$59,850
4 Person:	\$27,700	\$66,450
5 Person	\$29,950	\$71,775
6 Person:	\$32,150	\$77,100
7 Person:	\$34,350	\$82,425
8 Person:	\$36,600	\$87,750

Financing

Based on income qualification, NSP funds may be used for:

- Discount on purchase price of home
- Percentage of closing costs

CITY OF COFFEYVILLE
NEIGHBORHOOD STABILIZATION PROGRAM
ACTION PLAN

Amended June 10, 2014

On July 30, 2008, Congress passed the Housing and Economic Recovery Act (HERA), which establishes a program for emergency assistance for redevelopment of abandoned and foreclosed homes and residential properties. This program is commonly referred to as the Neighborhood Stabilization Program (NSP). Under this program, the City of Coffeyville was awarded \$218,472 as established in CDBG grant 09-NSP-014.

Also, on August 7, 2012, an amendment was approved by KDOC allocating an additional \$312,000, bringing the total NSP grant amount to \$530,472.

Title III of Division B of the Housing and Economic Recovery Act of 2008 outlines the program rules and regulations to be followed by all grantees, see Attachment A.

The specific activities to be carried out by this grant are as follows:

1. Purchase and rehabilitate homes and residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop such homes and properties.

Estimated number of properties to be purchased: 2
Dollars allocated to this activity: \$66,883.04

Estimated number of properties to be rehabilitated: 2
Dollars allocated to this activity: \$113,432.61

This process will involve the following:

- i. An appraisal will be conducted within 60 days prior to an offer made for the property. Appraisals will be conducted by a certified appraiser that has been procured following CDBG guidelines, or the City's procurement guidelines, whichever is stricter.
- ii. A 1% discount will be requested on the current market-appraised value of the home or property including allowable carrying costs and holding costs;
 - Carrying costs shall include, but not limited to: taxes, insurance, maintenance, marketing, overhead, and interest.
 - The average holding period for a property shall be determined by using the local average days on the market to sell real estate (residential or multi-family.) This number shall be determined from local statistics (local realtor statistics.)
- iii. After the purchase of the property is complete, a Housing Quality Standards (HQS) inspection will be completed by a HQS certified inspector. The HQS standards to be followed for NSP are included as Attachment B. At the conclusion of the HQS inspection, it will be determined whether to demolish, rehabilitate, or disburse the property.

- Demolish: If the HQS inspection determines the property to be blighted, demolition may occur. This activity is discussed under activity 2.
 - Rehabilitate: If the HQS inspection determines that rehabilitation is necessary to meet HQS standards, a work write-up will be developed outlining the scope of work to be bid out to lead certified contractors. The maximum amount to be spent on rehabilitation will be \$25,000. If the property was built prior to 1978, all state and federal regulations regarding lead-based paint (LBP) hazards will apply and are hereby made a part of this plan.
 - Sell: If the HQS inspection determines that the property meets HQS standards, no rehabilitation will be conducted and the property will be sold.
- iv. Disburse the property: After all necessary inspections and work has been completed and the property is determined it is ready to be disbursed, the City will choose to sell or donate the property.
- Sell: potential buyers will be sought from a pool of interested applicants supplied by local agencies. Income qualification will be conducted to ensure the buyers income is at or below 120% of the area median income, (AMI). Preference will be given to homebuyers who are 50% of the AMI. Homebuyers will be required to reside in their homes for a period of three years in order for all covenants or assistance restrictions to expire. Homebuyers will also be required to attend 8 hours of homebuyer counseling from a HUD-approved housing counseling agency before obtaining a mortgage loan.
 - If a qualified buyer cannot be obtained through the pool of applicants, a real estate agent may be hired to sell the property. HERA rules and regulations will be followed for this activity.
 - Donate: The City may choose to donate the property to a local non-profit, housing authority or CHDO to be utilized in a manner to ensure the NSP programs affordability requirements. Affordability requirements are outlined in Attachment C. (Restrictive covenants will be attached to the property.)
- v. Redevelopment: This option is discussed in Activity 3.

2. Demolish blighted structures:

Estimated number of properties to be addressed: 0

Dollars allocated to this activity: \$0

Blighted structures means an area (other than a slum area) which by reason of the presence of a substantial number of slum, deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or

usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition and use: *Provided*, That if such blighted area consists of open land the conditions contained in the proviso in K.S.A. 17-4747(d) shall apply.

This activity will meet the HERA low- and moderate-income national objective because demolition will be limited to blighted structures in neighborhoods in which at least 51% of the residents have incomes at or below 120% of the Area Median Income.

3. Redevelopment:

Estimated number of properties to be addressed: 2

Dollars allocated to this activity: \$274,863.35

NSP funds will be used to redevelop demolished or vacant properties. Redevelopment shall include the acquisition, demolition and rehabilitation or construction of new infill housing for rent or sale to households earning less than 120% of the Area Median Income. These funds may also be used to help pay for infrastructure that is necessary to construct new housing. At least 25% of the NSP funds spent on this activity will be used to produce affordable housing that is rented or sold to households with incomes that do not exceed 50% of the Area Median Income. Non-profit housing organizations and private developers are expected to assist the City in carrying out this activity.

Disburse the property: After all necessary inspections and work has been completed and the property is determined it is ready to be disbursed, the City will choose to sell or donate the property.

- Priority I: The first priority will be to sell the property to potential buyers who will be sought from a pool of interested applicants supplied by local agencies. Income qualification will be conducted to ensure the buyers income is at or below 120% of the area median income, (AMI). Fifty percent of the redeveloped properties must be occupied by occupants who are below 50% of the AMI. Homebuyers will be required to reside in their homes for a period described in Table B in order for all covenants or assistance restrictions to expire. Homebuyers will also be required to attend 8 hours of homebuyer counseling from a HUD-approved housing counseling agency before obtaining a mortgage loan.

- If a qualified buyer cannot be obtained through the pool of applicants, a real estate agent may be hired to sell the property. HERA rules and regulations will be followed for this activity.
- Priority II: If all attempts have failed to sell the property after 6 months, the City may choose to donate the property to a local non-profit, housing authority or Certified Housing Development Organization (CHDO) to be utilized in a manner to ensure the NSP programs affordability requirements. Affordability requirements are outlined in Attachment C. (Restrictive covenants will be attached to the property.)

4. Financing Mechanism:

Estimated number of properties to be addressed: 2

Dollars allocated to this activity: \$40,000

The City will provide financing to purchasers who income qualify as those earning between 50% and 120% of AMI in the form of;

- a. down payment: up to 40% of purchase price of property
- b. up to 100% of closing costs

Financial Assistance Offered

Table A

Area Median Income	Down Payment	Closing Cost Paid by Seller
Less than 50%	40%	100%
Less than 120%	20%	100%

A soft lien will be filed for the amount of assistance for a period determined in the table below.

Table B

Affordability Period	Subsidy Amount
5 years (60 months)	Less than \$14,999
10 years (120 months)	Between \$15,000-\$40,000
15 years (180 months)	Over \$40,000

The selling price of each home will be based on the appraised value less any discounts offered on a case by case basis. For example, it may be necessary to offer a discounted sales price in addition to the down payment and closing cost assistance due to income or loan restrictions.

5. Administration:

Dollars allocated to this activity: \$35,293.00.

ENVIRONMENTAL REQUIREMENTS:

All NEPA environmental requirements will be adhered to and is made part of this plan.

FAIR HOUSING AND CIVIL RIGHTS:

City of Coffeyville will endeavor to administrate the NSP program and, specifically, the marketing of properties without regard to race, color, national origin, religion, sex, familial status, and handicap.

City of Coffeyville is not aware of impediments to fair housing currently occurring within the City. However, in an effort to ensure disadvantaged groups will have equal access to NSP program benefits, City of Coffeyville will undertake the following activities when marketing a property for sale or rent, including financing mechanisms offered:

- a. Publish a public notice in the most widely circulated newspaper, and in a foreign language publication, if available.
- b. Advertise the program and property on the local public access channel.
- c. Notify the local disabled non-profit organizations.
- d. Notify any other interested parties.
- e. If necessary, provide an interpreter for the Limited English proficiency population.

A property log will be maintained on each property delineating activities completed and demographics associated with those activities.

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968:

City of Coffeyville will adhere to the rules and regulations of Section 3 of the Housing and Urban Development Act of 1968. Specifically, with regards to the employment and other economic opportunities provided to low- and very low-income persons.

Approved by the City of Coffeyville Commission this ____ day of _____, 2014.

James Falkner, Mayor

Cindy Price, City Clerk

 <p style="text-align: center;">CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM</p>	
MEETING DATE	June 10, 2014
RESOLUTION OR ORDINANCE NUMBER	R-14-45
AGENDA TITLE	Boiler #5 – Engineering and Field Control Services Burner Management & Combustion Controls Repair
REQUESTING DEPARTMENT	Electric Generation
PRESENTER	Michael Shook
FISCAL INFORMATION	Cost as recommended: \$46,750.00
	Budget Line Item: 810-5-030-620
	Balance Available
	New Appropriation Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Facilitate repairs to Boiler #5 Burner Management System and Combustion Control Systems, per State of Kansas Fire Marshall's Office and Chubb Insurance.
BACKGROUND	<p>Boiler #5 experienced an internal firebox explosion on June 24th, 2013.</p> <p>Structural repairs have since been completed to Boiler #5.</p> <p>Additional changes/ repairs are required to both the Burner Management System and the Combustion Control System to meet National Fire Protection Association Code (NFPA Code 85; Boiler and Combustion Systems Hazards). Modifications will serve to enhance the overall safety of unit operation.</p>
SPECIAL NOTES	This unit is currently unavailable, resulting in the monthly loss of capacity payment in the amount \$85,240.00.

ANALYSIS	Staff has reviewed engineering and repair proposals, as received from selected engineering firms (2), based on knowledge of systems, schedule, and cost.
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends the Mayor be authorized to execute a Professional Services Agreement with Sega Inc. for engineering services in the amount not to exceed \$46,750.00 to Sega Inc. for engineering and field control services for Boiler #5.
REFERENCE DOCUMENTS ATTACHED	Engineering Proposals: <ul style="list-style-type: none"> • CPL Systems Inc. • Sega Inc.

RESOLUTION NO. R-14-45

A RESOLUTION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH SEGA INC. IN THE AMOUNT NOT TO EXCEED \$46,750.00 FOR ENGINEERING AND FIELD CONTROL SERVICES FOR THE CITY OF COFFEYVILLE ELECTRIC UTILITY.

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 service agreement with Sega Inc. in the amount not to exceed \$46,750.00 for engineering and field control services for the City of Coffeyville Electric Utility.

ADOPTED THIS 10th DAY OF June, 2014.

James Falkner, Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney



May 27, 2014

City of Coffeyville, Kansas
Coffeyville Municipal Light and Power
605 Santa Fe Street
P.O. Box 1629
Coffeyville, KS 67337

Attention: Mr. Mike Shook

Re: City of Coffeyville, Kansas
Coffeyville Municipal Light and Power
Boiler 5 Controls Restart Support
Proposal 40Q-14157, Rev. 1

SUBJECT: ESTIMATE FOR ENGINEERING AND FIELD CONTROL SERVICES

Dear Mike:

Sega Inc. (Sega) is pleased to submit this estimate for engineering and field control services to support the burner management (BMS) and combustion control (CCS) systems for the boiler 5 controls restart. The Scope of Services below is based on modifications to the BMS and CCS ("Modifications") that were recommended by others. Sega does not believe the Modifications to the CCS are necessary, and without further investigation or testing, does not know whether the proposed Modifications to the BMS are necessary. Sega has agreed to provide this estimate and perform the Scope of Services as an accommodation to the City of Coffeyville (City), and the City agrees that Sega will have no responsibility for the Modifications recommended by others. With that understanding and agreement, Sega submits the following for your review and acceptance.

PROJECT DESCRIPTION

Boiler 5 has been repaired and is mechanically ready for operation. The City plans to restart and operate the boiler as soon as the BMS and CCS systems are made ready for service. Sega will assist the City with startup, testing, and tuning of boiler 5, and will also assist the City in implementing the Modifications to the BMS and CCS as recommended by others.

SCOPE OF SERVICES

Sega will provide the following:

1. Review CPL's BMS and CCS test summaries with the City to determine the hardware additions and logic enhancement to be made.
2. Mark up copies of the current wiring drawings for any wiring/hardware additions or modifications to be made.
3. Mark up hard copies of the BMS and CCS programs for any logic enhancements to be made.
4. Work closely with the plant I&C personnel to implement hardware and wiring additions and logic enhancements.
5. Assist the City with BMS and CCS wiring, I/O, and logic checkout and testing after changes are implemented.
6. Assist the City with a functional BMS checkout.
7. Take new combustion test data during burner and boiler testing for the fuel, air, and O2 trim characterization and set point curves.
8. Enter the new curve data into the CCS controllers.
9. Test/verify the new curves during boiler operation.
10. Tune the fuel, air, and O2 trim control loops for proper response.
11. Tune the feedwater, steam temperature, and DA level control loops if needed.
12. Monitor and tune boiler response during turbine/generator operation and load changes.
13. Provide informal operator and technician training during checkout and startup.
14. Provide as-left wiring drawings, combustion test data, BMS and CCS program documentation, work summary, and recommendations.
15. One (1) day of field service to check combustion on boiler 4 and tune controls for proper response.

SCHEDULE

Our projected timeline for the work proposed is as follows:

1. Week 1: Upon Notice to Proceed, have electronic copies of both the existing BMS and CCS logic sent to Sega's office to begin the review process. Hold a conference call with the City to determine what hardware additions and logic enhancements are to be made. The City will order any new hardware agreed to.
2. Week 2: Mark up the BMS and CCS wiring and forward to the City so wiring additions/modifications can begin. Begin markup of existing BMS and CCS logic.
3. Week 3: Finish markup of the BMS and CCS logic documents. Work with plant I&C technicians to begin implementing logic changes while wiring is being completed.
4. Week 4: Work with plant I&C technicians to complete logic changes and check out new wiring.
5. Week 5: Assist the City with checkout, testing, and startup of the BMS, CCS, boiler, and burner.

STAFFING

Sega will assign Mr. Kevin Kraatz as the Project Manager for this work. Mr. Joe Fehr, P.E., will be assigned as the Lead Controls Engineer. Additional Sega staff will be assigned as needed.

CLARIFICATIONS

1. Any new field control devices, equipment, hardware, or I/O required will be purchased and installed and/or wired by the City.
2. City I&C personnel will implement any required software or logic changes to both the BMS and CCS using the City's programming software and laptop computer.
3. The City will be responsible for calibration of all field control devices.

4. If needed, any burner adjustments, other than control-related, required for proper combustion and emissions will be done by others.
5. As the extent of drawing changes will not be known until additions and/or modifications are determined, we have not included any drafting time in our estimate to update drawings. This can better be assessed at a later date.
6. The City agrees to furnish all information, requirements, reports, data, surveys, and instructions required to execute the Modifications.

PRICING

We will provide the services listed above on a time-and-expenses basis per our current rate sheet which is enclosed for the estimated price of \$46,750. The City will only be charged for actual hours worked.

If additional time or expenses exceeding \$46,750 is needed, they will only be provided with approval from the City.

Our proposal is valid for 60 days.

TERMS AND CONDITIONS

The City warrants that any documents provided to Sega by the City, the City's consultant, or others, may be relied upon by Sega as to their accuracy and completeness without independent investigation by Sega. Sega is entitled to rely on such information in performing its services and shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by others.

The City further agrees to indemnify and hold Sega harmless for any and all claims arising out of any negligent acts, errors, or omissions by any prior consultant of the City on this Project.

This proposal is offered in accordance with the terms and conditions per the General Services Agreement in place between the City and Sega.

Mr. Mike Shook

- 5 -

May 27, 2014

Thank you for the opportunity to be of continued service to the City. If you have any questions, please feel free to call.

Sincerely,

SEGA INC.



Digitally signed by Jamie Roschak
Reason: On Behalf of the Below Author
Date: 2014.05.27 14:29:10 -05'00'

Kevin R. Kraatz
Vice President

KRK/jlr

Enc. 1

c: Joe Fehr
Ed Minnich
Joe Pozzuolo



**RATE SCHEDULE FOR
INSTRUMENTATION AND CONTROL ENGINEERING SERVICES**

EFFECTIVE THROUGH DECEMBER 31, 2014

FIELD SERVICES

Senior Control Specialist / Senior Engineer Control systems as applied to utilities, coal or waste fuel fired boilers, fluidized bed boilers, microprocessor- based distributed controls, performance monitors (PMIS), or others complex systems except as noted below	\$ 169.00/hr.
Staff Control Specialist / Staff Engineer Combustion or burner management control systems as applied to either gas and/or oil fired industrial boilers, or single loop process controls	\$ 154.00/hr.
Control Specialist / Engineer	\$ 133.00/hr.

For the above services, straight time rates are charged up to 10 hours per day; time and one-half is charged after 10 hours per day and on Saturdays; double-time is charged on Sundays and holidays, and travel time is charged at the above rates.

ENGINEERING SERVICES

Project Manager / Principal Engineer	\$ 190.00/hr.
Project Engineer / Associate Engineer	\$ 180.00/hr.
Senior Engineer / Senior Specialist.....	\$ 159.00/hr.
Staff Engineer / Staff Specialist.....	\$ 144.00/hr.
Engineer / Specialist.....	\$ 123.00/hr.
Assistant Engineer / Assistant Specialist	\$ 113.00/hr.

TECHNICAL AND SUPPORT SERVICES

Senior Engineering Assistant	\$ 113.00/hr.
Engineering Assistant / Computer Specialist.....	\$ 94.00/hr.
Senior Drafting Technician.....	\$ 77.00/hr.
Drafting Technician	\$ 66.00/hr.
Engineering Secretary / Engineering Aide	\$ 52.00/hr.
Technical Documentation	\$ 42.00/hr.
Other services available	Negotiated

PROJECT-RELATED EXPENSES

1. Approved outside special consultants are billed at actual cost plus 10 percent.
2. Travel and living expenses are billed at actual cost plus 10 percent, except for personal automobile mileage that is billed according to the IRS guideline.
3. Reproduction costs such as printing, blueprints, and binding are billed at commercial rates.
4. Shipping charges are billed at cost.
5. Equipment, material, and subcontracted construction are billed at cost plus 25 percent.
6. Daily travel and living expenses incurred during long duration on-site work may be consolidated into a mutually agreeable per-diem charge.
7. Site office facilities and equipment are billed at actual cost plus 10 percent.

ALL PRODUCTS AND SERVICES WILL BE PROVIDED IN ACCORDANCE
WITH SEGA'S STANDARD TERMS AND CONDITIONS (597101ECI)



Optimizing the Utilization of Resources

4/24, 2014

CPL Job # 13183

REPAIR PROPOSAL

For

THE CITY OF COFFEVILLE COFFEYVILLE, KS BOILER #4 and 5

Attention:

**Michael D. Shook
Deputy Director of Electric Utilities
City of Coffeyville
P.O. Box 1629
Coffeyville, KS 67337**

Prepared By:

**Luke Conner, President
CPL Systems, Inc.
P.O. Box 60160
Lafayette, LA 70596**

Phone: (337) 269-4699/Fax: (337) 269-0853



Job Number 13183 Coffeyville Utilities #5 Boiler

Introduction

Based on the results of the testing performed on the burner management system, combustion controls and instrumentation on the #5 boiler, the following revisions are required items to be addressed in order to safely and reliably operate the boiler.

This proposal includes working on #4 boiler to improve the response to load changes due to the combustion controls configuration.

This proposal is based on being able to use the existing SLC controllers to implement all of the revisions for interlocks and process controls changes.

In order to have the burner management system meet NFPA 85, FM Loss Prevention Documents Requirements, the demands of the burner, operate more reliably and protect the system, we recommend the following:

Scope of Work

The following changes are required in the BMS if the current design of BMS remains:

1. Move the GSR relay contact into the MFT relay string so that any of the running interlocks
2. Implement a relay output from the PLC to the MFT relay string so that any starting interlocks drop out the hard wired interlock string in the MFT circuit. Currently, only the MFT relay breaks the MFT latch circuit. Only the MFT button is breaking the latch.
3. Install a high furnace pressure trip sensor
4. Install off delay timers on all of the running interlocks so that a spurious input does not drop out the hard wired string.
 - a. Low Gas Pressure 4 seconds
 - b. High Gas Pressure 2 seconds
 - c. FD fan running status 4 seconds
 - d. Low Water Cutouts 10 – 30 seconds
 - e. Low Combustion air flow 4 seconds
 - f. High High steam pressure 10 - 30 seconds
 - g. High Furnace Pressure (no delay)
 - h. Low Instrument air pressure 5 seconds
5. Install a pressure switch at the rear of the furnace in the tap area and set at a pressure 130% above the normal furnace pressure or at the 15% below casing pressure of the boiler. See the boiler OEM information for recommendations of settings.



6. Implement a Low Low O2 interlock from the combustion controllers, with annunciator using an analog trip relay.
7. Implement a low low air/fuel ratio interlock from the combustion controllers with annunciator using a differential trip relay with delay.
8. Implement a high high air/fuel ratio interlock from the combustion controllers with annunciator using a differential trip relay with delay.
9. Revise the logic of the BMS so that the problems with the main trial for ignition logic is rectified.
10. Replace the existing 5/02 SLC processor with a new Ethernet processor with EEPROM capability.
11. Change the flame fail response time on the flame detectors to 1 second FFRT.

Combustion controls Changes Required:

The following changes are required to meet the operational requirements of the burner system:

1. Implement a double cross limiting strategy in the combustion controllers to prevent deviations of more than 7% in a lean condition from 30% firing rate to 100% firing rate and 0% in a rich condition from minimum firing rate to 100% of firing rate.
2. Implement a high air/fuel deviation interlock if fuel deviates low from air flow by 10% for more than 10 seconds with an inverse time relationship that approaches 0 seconds delay when the deviation reaches 20% after the burner is above 40% firing rate.
3. Implement a low air/fuel deviation interlock if the fuel deviates high from the air by 10% for more than 10 seconds with an inverse time relationship that approaches 0 seconds when the deviation reaches 20% after the burners are released to modulation.
4. Implement an alarm that is connected to an audible annunciator for the following CCS alarms.
 - a. Loss of Fuel Gas Flow signal
 - b. Loss of pressure compensator signal on fuel gas flow
 - c. Loss of combustion air flow
 - d. Over range of Fuel gas flow signal
 - e. Over range of fuel gas flow signal
 - f. Over range of fuel gas pressure compensator
 - g. Over range of combustion air flow sensor
 - h. Over range of O2 sensor
 - i. Under range of O2 sensor
 - j. Loss of communications for Yokogawa LAN
5. Implement an O2 trim controller constraint when the firing rate is above 40% firing rate to prevent controller wind-up by the O2 trim controller attempting to richen burner operations below 40% firing rate
6. Revise the logic for the following conditions:
 - a. Loss of pressure compensator on fuel gas flow signal
 - i. Cause both fuel flow and air flow controllers to reject to manual mode and lock in last position, provide audible alarm



- ii. Ensure that the air/fuel deviation interlocks remains active (will likely interlock boiler)
 - iii. Ensure that the low low excess O2 interlocks remains active
 - b. Over-range of pressure compensator on fuel gas flow signal
 - i. Cause both fuel flow and air flow controllers to reject to manual mode and lock in last position, provide audible alarm
 - ii. Ensure that the air/fuel deviation interlocks remains active (will likely interlock boiler)
 - iii. Ensure that the low low excess O2 interlocks remains active
 - c. Over-range on fuel gas flow signal
 - i. Cause both fuel flow and air flow controllers to reject to manual mode and lock in last position, provide audible alarm
 - ii. Ensure that the air/fuel deviation interlocks remains active (will likely interlock boiler)
 - iii. Ensure that the low low excess O2 interlocks remains active
 - d. Under-range or loss on fuel gas flow signal
 - i. Cause both fuel flow and air flow controllers to reject to manual mode and lock in last position, provide audible alarm
 - ii. Ensure that the air/fuel deviation interlocks remains active (will likely interlock boiler)
 - iii. Ensure that the low low excess O2 interlocks remains active
 - e. Over-range on air flow signal
 - i. Cause both fuel flow and air flow controllers to reject to manual mode and lock in last position, provide audible alarm
 - ii. Ensure that the air/fuel deviation interlocks remains active (will likely interlock boiler)
 - iii. Ensure that the low low excess O2 interlocks remains active
 - f. Under-range or loss on air flow signal
 - i. Cause both fuel flow and air flow controllers to reject to manual mode and lock in last position, provide audible alarm
 - ii. Ensure that the air/fuel deviation interlocks remains active (will likely interlock boiler)
 - iii. Ensure that the low low excess O2 interlocks remains active
 - g. Over-range on excess O2 signal
 - i. Cause excess O2, both fuel flow and air flow controllers to reject to manual mode and lock in last position, provide audible alarm
 - ii. Ensure that the air/fuel deviation interlocks remains active
 - iii. Ensure that the low low excess O2 interlocks remains active
 - h. Under-range or loss on O2 signal
 - i. Cause excess O2, both fuel flow and air flow controllers to reject to manual mode and lock in last position, provide audible alarm
 - ii. Ensure that the air/fuel deviation interlocks remains active
 - iii. Ensure that the low low excess O2 interlocks remains active (will likely interlock the boiler)



7. Re-tune the combustion air flow and fuel gas flow controller response times to more closely match response time in load changes so that the fuel and air maintain closer air/fuel ratio during load changes.
 - a. Note: This change may require the replacement of the combustion air inlet damper actuator! The damper must be able to travel 0 – 100% or 90 deg in less than 60 seconds
8. Re-configure the alarms on the display panel so that the alarm panels are disabled and moved out of the operators view and prevent the operator access to keep the boiler running.

Instrumentation changes that are required:

1. The combustion air flow sensor is designed to use the piezometer ring assembly that was part of the original burner design. During the inspection it was determined that the averaging ring is not installed on the burner and based on the OEM recommendations and our experience with this burner the air flow sensor when used as a metering feedback in the throat of the burner, the average pressure should be used. An averaging ring must be installed in the burner windbox around the throat of the burner and connected to the existing air flow sensor.
2. The existing combustion air flow sensor is mounted below the taps on the windbox enabling moisture to build in the impulse lines for the transmitter. Even with drain or drip legs, it is not recommended to install the air flow transmitter below the process taps. The air flow sensor must be relocated.
3. A furnace pressure switch must be installed at the rear of the furnace and wired to the BMS as discussed in the BMS section.
4. The fuel gas train on this system does not meet the design conditions of the burner and it appears that switch settings have been made to account for the pressure drop in the fuel train as installed. The burner pressure does match the data sheet within reason for this burner. With this said, it is not required that the fuel train be modified. This problem has not contributed to the problems with the burner with the exception that when fuel supply pressure does in fact get low on the fuel header, the boiler output is limited. With the existing controls strategy, the limited fuel supply can in fact present a scenario where the burner can go lean at high fire, however with the revised combustion controls changes, that situation is mitigated. The fuel train can still limit the boiler performance as fuel supply pressure does in fact drop from the utility company.
5. A combustion air discharge damper is routinely installed on this style of burner especially if the burner is required to operate in the 25 to 40% firing range. This system does not appear to need to operate in this level of firing rate for any amount of time, and the burner did not appear to be rough while operating in this range and therefore we are not recommending a discharge damper for this application.

Customer Requirements

1. Provide all conduit and wire for the installation of the furnace pressure switch
2. Provide any welding that is needed to mount the furnace pressure switch
3. Lock out boiler and prepare for entrance into the windbox for air flow sensor repairs
4. Relocate air flow sensor above the taps and re-locate impulse lines and conduit connections



Commercial Terms

The following is the quote for the services described in this document:

System Engineering, Documentation, Drawings and Configuration	\$21,600
Field Installation, Commissioning, Tuning and Documentation	\$22,200
Upgraded Controller Hardware	\$12,500
Timing Relays, and MCR relay	\$500
Pressure Switch, Flame Amplifiers, Panel materials	\$13,500
Analyzer and Calibration Gear	\$800
Total	\$71,100

Any existing hardware that cannot be reused during this project and is not supplied by CPL by the scope of this work is supplied as required with a change order process.

Any and all change orders will be reviewed and approved by plant management prior to proceeding with the change order. Approval of change order comes in the form of a Customer generated PO or change order to original PO.

Terms and Conditions

Validity

This proposal is valid for 30 days. Because of fluctuation in the market prices of critical equipment and materials, any significant price increase (> 10%), will be reflected as an adjustment to the quoted item(s), at CPL’s cost, with dated back-up showing the cost increase of the item(s).

Shipment

ARO 4-6 weeks

Terms Of Payment

Payments shall be net 30 days, as follows:

- 40% ARO
- 20% Upon Design Acceptance
- 30% Upon Mobilization
- 10% Upon Final Documentation



Purchase Order

CPL must receive a signed copy of a purchase order before any order can be accepted and processed. Purchase orders should be issued to "CPL Systems, Inc." and can be sent by e-mail, fax, or mail.

BY E-MAIL:

Send your signed purchase order as an attachment to purchaseorder@cpl-systems.com. Adobe PDF is the preferred file format

BY FAX:

Fax number: 337-269-0853
Attention: Accounting Department

BY MAIL:

CPL Systems, Inc.
ATTN: Accounting Department
PO Box 60160
Lafayette, LA 70596

General Terms and Conditions

CPL warrants its design and workmanship for a period of ONE (1) YEAR from the date of shipment/installation. Warranties for products manufactured by others are LIMITED to the warranty extended by the manufacture.

In the event of a cancellation after an order has been placed with CPL a TEN-PERCENT (10%) cancellation fee is billed to the customer in addition to all labor, material/subcontractor and overhead expended up to the date of cancellation.

Liability for Delayed Shipment or Erection

The CPL shall not be liable for any loss or damage resulting from delay in shipment and/or erection (if CPL has assumed any obligations with respect to erection hereunder) caused by fires, floods, strikes, riots, thefts, accidents, acts of Government, or any other cause whatsoever beyond the reasonable control of CPL which may delay or prevent delivery and/or erection of the equipment to be furnished hereunder.



Protection of Equipment

Unless erection of the equipment is to be performed by CPL and, in any case, in the event of delay in or postponed erection arising from causes beyond the control of CPL the **CUSTOMER** shall protect any equipment delivered to the project by CPL against damage from weather or other causes.

Consequential or Other Damages:

CPL shall not be liable in any event for loss of anticipated profits, loss by reason of plant shut-down, non-operation or increased expense of operation of other equipment, or other consequential loss or damage of any nature.

Warranty and Limitation of Liability of Company:

CPL shall repair or replace, f.o.b. point of shipment, any parts of said equipment which within one year from the date of initial shipment are found to be defective in design, workmanship or material and shall repair or replace any erection work (if erected by CPL) found to be defective within said period of one year, provided said equipment is operated by the **CUSTOMER** in accordance with generally approved practice and in accordance with the conditions of service. No other warranty, other than title, shall be implied from the manufacture, sale, furnishing or erection of any of the said equipment to be furnished hereunder, or its use, except as may be otherwise specifically provided herein. CPL shall not be responsible for work done, equipment or parts furnished, or a repair made by others, or for any loss, damages, or expense arising from such work, equipment, parts or repairs. CPL disclaims the implied warranty of fitness, for a particular purpose provided for in the Uniform Commercial Code as to anything covered by this proposal not designed by CPL. No claim of any kind hereunder shall exceed in amount the pro rata price of that part of the materials or workmanship established to be defective. The **CUSTOMER** shall give prompt written notice to CPL of observed defects.



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

MEETING DATE	June 10 th 2014	
RESOLUTION OR ORDINANCE NUMBER	R-14-46	
AGENDA TITLE	Change order with Muller Construction Inc., for the intersections of 3rd and Central and 3rd and Spruce	
REQUESTING DEPARTMENT	Engineering	
PRESENTER	Scott Massman, Superintendent of Engineering	
FISCAL INFORMATION	Cost as recommended:	\$12,368.00 and \$17,887.00
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
PURPOSE	<p>Due to the very poor soil conditions at the above mentioned intersections and upon recommendations of Michael Atkinson, P.E. of Allgeier, Martin and Associates, Inc. our project engineer over-excavating 1 foot with placement of an additional 1 foot of rock as well. Mike explains the method proposed as follows:</p> <p>I just wanted to reiterate the difference with the Geogrid option that went for \$37/SY versus the \$16.20/SY that Muller is proposing.</p> <p>It was my understanding that the subgrade for 2nd & Central consisted of very poor material which was further compounded by very wet conditions. We considered the rock option, but due to the severity of the poor conditions, we felt it was necessary to use the Geogrid because of its proven effectiveness against subgrades of this nature. We needed to make certain we established a good foundation before proceeding.</p> <p>After our experience with 2nd & Central, and because we had more time to evaluate the most economical soil stabilization methods, we realized that we could use less costly efforts to achieve the necessary soil stability for 3rd & Central, and 3rd & Spruce.</p>	
BACKGROUND		
SPECIAL NOTES		
ANALYSIS		

PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Approve Change order proposal #14-076 with Muller Construction Company, Inc. For \$12,368.00 for the 3 rd and Central and \$17,887.00 for the 3 rd and Spruce Intersection.
REFERENCE DOCUMENTS ATTACHED	

RESOLUTION NO. R-14-46

A RESOLUTION TO AUTHORIZE TWO CHANGE ORDERS WITH MULLER CONSTRUCTION COMPANY, INC., FOR THE 2014 INTERSECTION AND DRAINAGE PROJECT.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and City Clerk be and are hereby authorized and directed to execute a change order with Muller Construction Company, Inc. for the intersection of 3rd and Central in the lump sum amount of \$12,368, and a change order for the intersection of 3rd and Spruce in the lump sum amount of \$17,887 for a total of \$30,254.

ADOPTED THIS 10TH DAY OF JUNE 2014.

James Falkner, Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

June 5, 2014

Muller Construction, Inc.
204 North Central Street
PO Box 1235
Coffeyville, KS 67337

RE: Coffeyville, KS
Intersection & Drainage Improvements 2014
Change Order Nos. 1 & 2

Gentlemen:

Enclosed find Change Order No. 1 in the amount of \$12,368.00 and Change Order No. 2 in the amount of \$17,887.00 (three copies each) for the referenced project. The revised contract amount is now \$356,852.50.

After your review, please execute each copy of the change orders and forward all copies to Scott Massman, Director of Engineering with the City of Coffeyville.

By copy of this letter I am requesting the City's review and approval of each change order. After each copy had been signed and dated, one copy of each change order should be returned to Muller Construction and Allgeier, Martin. The remaining copies are for the City's files.

If you have any questions, please advise.

Very truly yours,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Michael Atkinson, P.E.

Enclosures

Cc: Scott Massman, City Of Coffeyville

ALLGEIER, MARTIN and ASSOCIATES, INC.

CONSULTING ENGINEERS and SURVEYORS

www.amce.com

Change Order No. 1

Muller Construction, Inc.
204 North Central
PO Box 1235
Coffeyville, KS 67337

RE: Coffeyville, KS
Intersection & Drainage
Improvements 2014

Gentlemen:

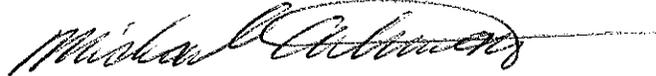
This change order constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this change order, the Contractor agrees that the change order represents an equitable adjustment to the contract, and further agrees to waive all rights to file a claim arising out of a result of this change. The change listed herein is hereby made a part of the contract documents and includes the following item:

- 1) **3rd & Central Intersection (@ 764 SY)**
Over excavate 1 foot of unsuitable material and haul away.
Procure, haul, place and compact 1 foot of 6 x 0 inch crushed
stone. **ADD**, Lump Sum \$ 12,368.00
- Total Change Order Amount \$ 12,368.00**

Original Contract Amount	\$326,597.50
Change Order No. 1 (Addition)	<u>\$ 12,368.00</u>
Revised Contract Amount	\$338,965.50

Very truly yours,

ALLGEIER, MARTIN and ASSOCIATES, INC.



Michael Atkinson, P.E.

Accepted By Contractor:
Muller Construction, Inc.

Accepted By Owner:
City Of Coffeyville, KS

By _____

By _____

Date _____

Date _____

ALLGEIER, MARTIN and ASSOCIATES, INC.

CONSULTING ENGINEERS and SURVEYORS

www.amce.com

Change Order No. 2

Muller Construction, Inc.
204 North Central
PO Box 1235
Coffeyville, KS 67337

RE: Coffeyville, KS
Intersection & Drainage
Improvements 2014

Gentlemen:

This change order constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this change order, the Contractor agrees that the change order represents an equitable adjustment to the contract, and further agrees to waive all rights to file a claim arising out of a result of this change. The change listed herein is hereby made a part of the contract documents and includes the following item:

- 1) **3rd & Spruce Intersection (@ 1,104 SY)**
Over excavate 1 foot of unsuitable material and haul away.
Procure, haul, place and compact 1 foot of 6 x 0 inch crushed
stone. **ADD**, Lump Sum \$ 17,887.00
- Total Change Order Amount** **\$ 17,887.00**

Original Contract Amount	\$326,597.50
Change Order No. 1 (Addition)	\$ 12,368.00
Change Order No. 2 (Addition)	<u>\$ 17,887.00</u>
Revised Contract Amount	\$356,852.50

Very truly yours,

ALLGEIER, MARTIN and ASSOCIATES, INC.



Michael Atkinson, P.E.

Accepted By Contractor:
Muller Construction, Inc.

Accepted By Owner:
City Of Coffeyville, KS

By _____

By _____

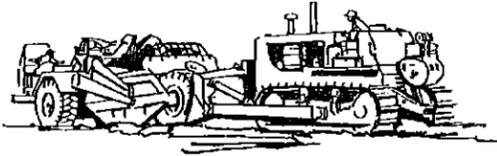
Date _____

Date _____

MULLER CONSTRUCTION, INC.

Phone (620) 251-2020 — Fax (620) 251-2929

P.O. Box 1235 = 204 N. Central = Coffeyville, Ks 67337



EXCAVATING, GRADING & SITE PREPARATION
TERRACING, CLEARING & POND BUILDING
DOZER WORK, LOADING & HAULING

Mike Atkinson
Allgeier Martin & Associates

Proposal # 14-076

RE: City of Coffeyville
Intersection & Drainage Improvements 2014
Change Order: 3rd & Central; 3rd and Spruce

Muller Construction, Inc. respectfully submits the following proposal for your consideration:
Provide labor, equipment and material to perform the following tasks:

- 1) 3rd and Central Intersection @ 764 S.Y.
Over-excavate 1 foot of unsuitable material and haul away. Procure, haul, place and compact 1 foot of 6 x 0 crushed stone.

Lump Sum: \$ 12,368.00

- 2) 3rd & Spruce Intersection @ 1104 S.Y.
Over-excavate 1 foot of unsuitable material and haul away. Procure, haul, place and compact 1 foot of 6 x 0 crushed stone.

Lump Sum: \$ 17,887.00

This proposal does not include any staking, testing, permits, applicable taxes, storm water pollution prevention plans (erosion control) or any unforeseen obstructions such as buried pipes, concrete foundations, concrete piers, conduits, utilities, wells and/or environmental concerns. There are no provisions for rock excavation, shoring or dewatering in this estimate. This proposal is based on working 8 hour days, 40 hour weeks. Any unforeseen, unsuitable material or obstructions and any added extras to be addressed on a time and material basis or to be negotiated.

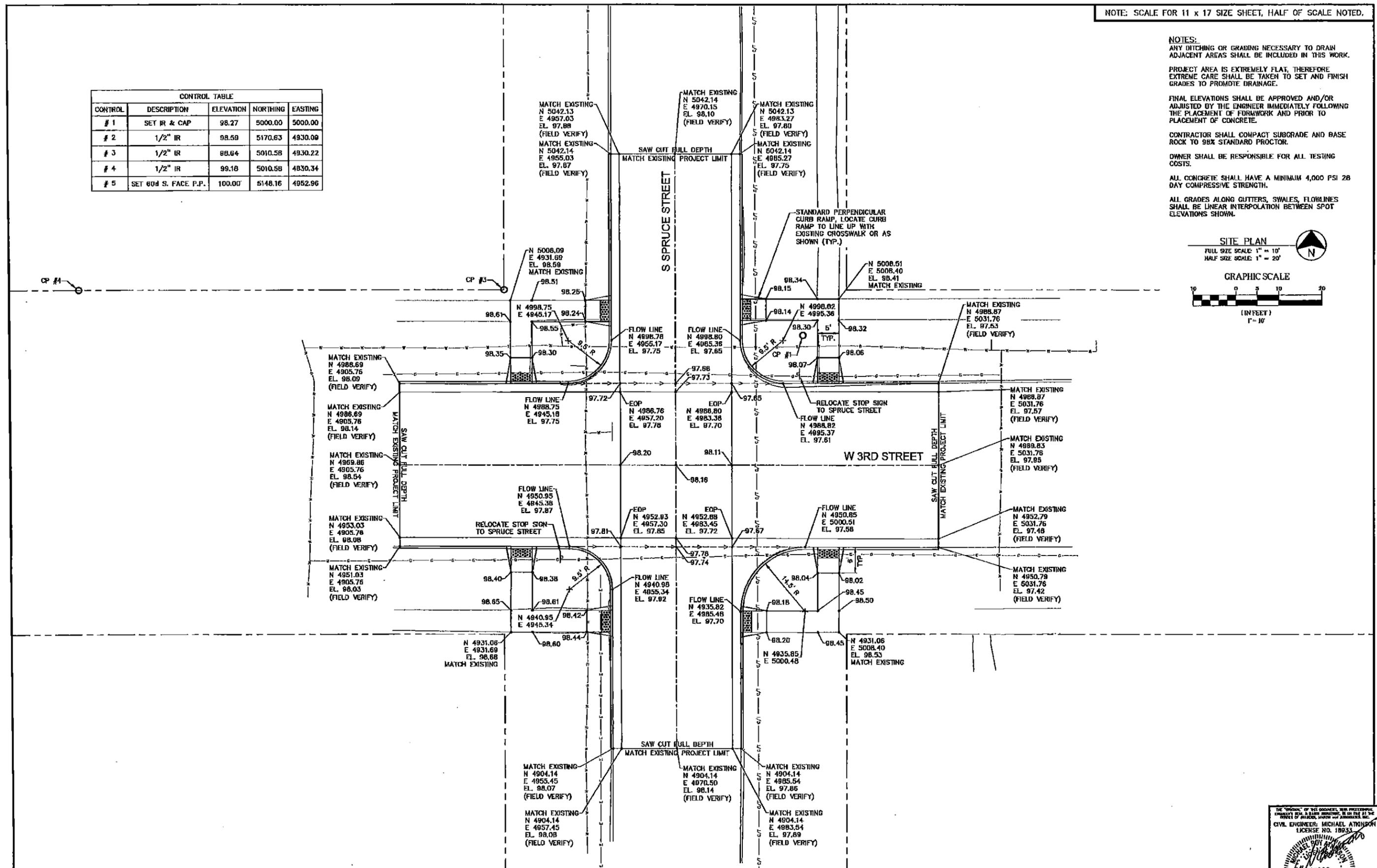
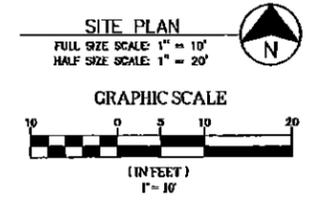
Thank you for the opportunity to submit this proposal. This price is good for up to 30 days. Please call with any questions.


Muller Construction, Inc.

NOTE: SCALE FOR 11 x 17 SIZE SHEET, HALF OF SCALE NOTED.

CONTROL TABLE				
CONTROL	DESCRIPTION	ELEVATION	NORTHING	EASTING
# 1	SET IR & CAP	98.27	5000.00	5000.00
# 2	1/2" IR	98.59	5170.63	4930.09
# 3	1/2" IR	98.64	5010.58	4930.22
# 4	1/2" IR	99.18	5010.58	4830.34
# 5	SET 6th S. FACE P.P.	100.00	5148.16	4952.96

NOTES:
 ANY DITCHING OR GRADING NECESSARY TO DRAIN ADJACENT AREAS SHALL BE INCLUDED IN THIS WORK.
 PROJECT AREA IS EXTREMELY FLAT, THEREFORE EXTREME CARE SHALL BE TAKEN TO SET AND FINISH GRADES TO PROMOTE DRAINAGE.
 FINAL ELEVATIONS SHALL BE APPROVED AND/OR ADJUSTED BY THE ENGINEER IMMEDIATELY FOLLOWING THE PLACEMENT OF FORMWORK AND PRIOR TO PLACEMENT OF CONCRETE.
 CONTRACTOR SHALL COMPACT SUBGRADE AND BASE ROCK TO 98% STANDARD PROCTOR.
 OWNER SHALL BE RESPONSIBLE FOR ALL TESTING COSTS.
 ALL CONCRETE SHALL HAVE A MINIMUM 4,000 PSI 28 DAY COMPRESSIVE STRENGTH.
 ALL GRADES ALONG GUTTERS, SWALES, FLOWLINES SHALL BE LINEAR INTERPOLATION BETWEEN SPOT ELEVATIONS SHOWN.



AM ALLGEIER, MARTIN and ASSOCIATES, INC.
 CONSULTING ENGINEERS and SURVEYORS
 7231 EAST 24th STREET, JOPLIN, MISSOURI 64804 (417) 680-7200

DATE	REVISION

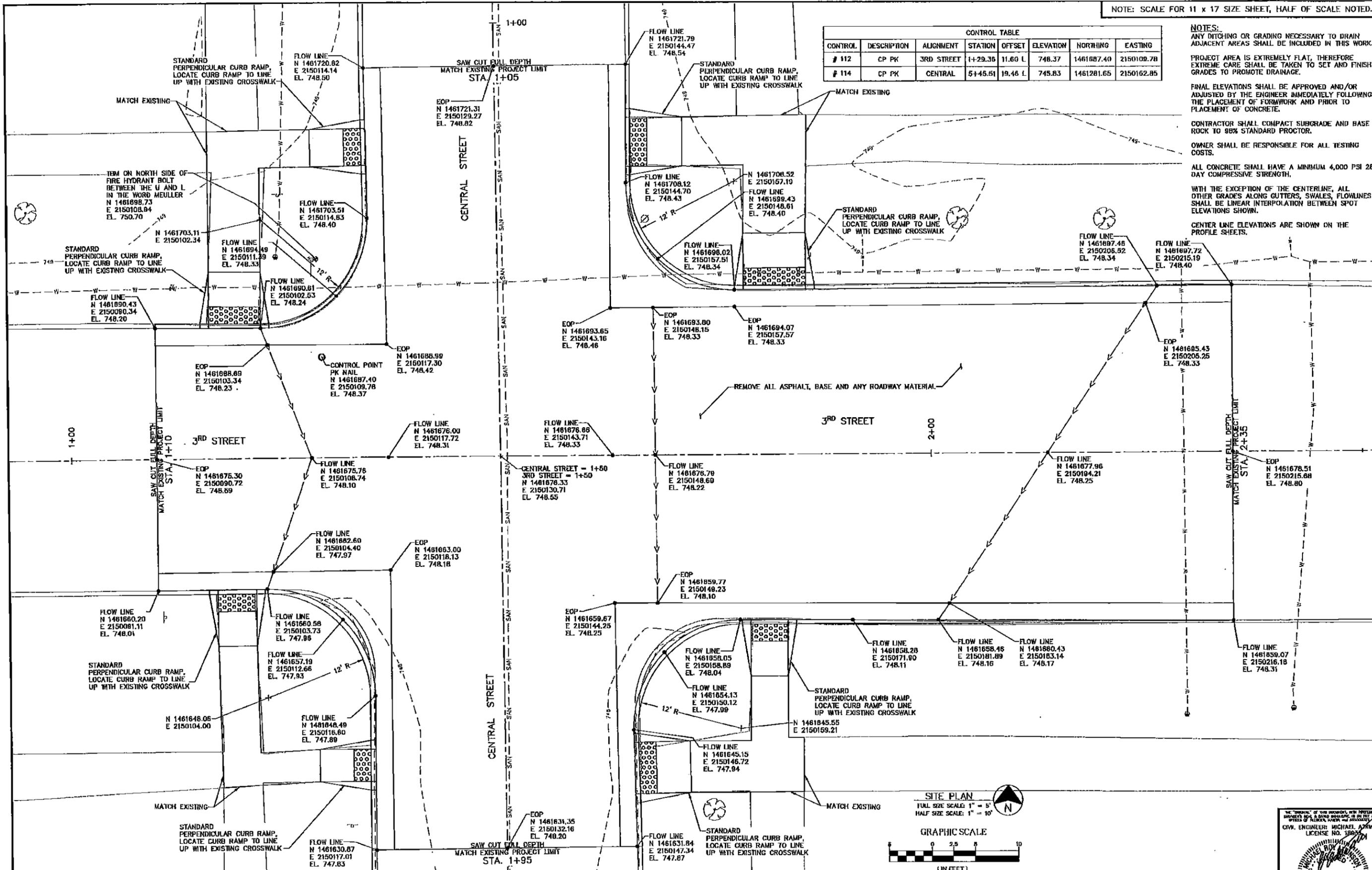
DRAWN BY: SRM
 CKD BY: MCK
 APPD. BY: MRA
 DATE: JAN, 2014
 SITE PLAN
 3RD STREET AND SPRUCE STREET INTERSECTION IMPROVEMENT
 COFFEYVILLE, KANSAS

DWG No. 1
 18933
 1-8-14
 PROFESSIONAL ENGINEER
 MICHAEL A. TRONICK
 LICENSE NO. 18933

NOTE: SCALE FOR 11 x 17 SIZE SHEET, HALF OF SCALE NOTED.

CONTROL TABLE							
CONTROL	DESCRIPTION	ALIGNMENT	STATION	OFFSET	ELEVATION	NORTHING	EASTING
# 112	CP PK	3RD STREET	1+29.36	11.60 L	748.37	1461687.40	2150109.78
# 114	CP PK	CENTRAL	5+45.51	19.46 L	745.83	1461281.65	2150162.85

NOTES:
 ANY DITCHING OR GRADING NECESSARY TO DRAIN ADJACENT AREAS SHALL BE INCLUDED IN THIS WORK.
 PROJECT AREA IS EXTREMELY FLAT, THEREFORE EXTREME CARE SHALL BE TAKEN TO SET AND FINISH GRADES TO PROMOTE DRAINAGE.
 FINAL ELEVATIONS SHALL BE APPROVED AND/OR ADJUSTED BY THE ENGINEER IMMEDIATELY FOLLOWING THE PLACEMENT OF FORMWORK AND PRIOR TO PLACEMENT OF CONCRETE.
 CONTRACTOR SHALL COMPACT SUBGRADE AND BASE ROCK TO 98% STANDARD PROCTOR.
 OWNER SHALL BE RESPONSIBLE FOR ALL TESTING COSTS.
 ALL CONCRETE SHALL HAVE A MINIMUM 4,000 PSI 28 DAY COMPRESSIVE STRENGTH.
 WITH THE EXCEPTION OF THE CENTERLINE, ALL OTHER GRADES ALONG GUTTERS, SWALES, FLOWLINES SHALL BE LINEAR INTERPOLATION BETWEEN SPOT ELEVATIONS SHOWN.
 CENTER LINE ELEVATIONS ARE SHOWN ON THE PROFILE SHEETS.



ALLGEIER, MARTIN and ASSOCIATES, INC.
 CONSULTING ENGINEERS and SURVEYORS
 7231 EAST 24th STREET, JOPLIN, MISSOURI 64804 (417) 680-7200

DATE	REVISION

DWN. BY: RCP
 CKD. BY: MRA
 APPD. BY: MRA
 DATE: AUG. 2012
 SITE PLAN
 3RD AND CENTRAL INTERSECTION IMPROVEMENT
 COFFEYVILLE, KANSAS

DWG. No. **1**



 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	06/10/2014	
RESOLUTION OR ORDINANCE NUMBER	R-14-47	
AGENDA TITLE	A Resolution to authorize a construction agreement for 2014 Modified Aggregate Quick Set (MAQS) Surfacing with Donelson Construction Company, LLC. In an amount not to exceed \$860,000.00.	
REQUESTING DEPARTMENT	Public Works – Engineering	
PRESENTER	Chuck Shively, Director of Public Works	
FISCAL INFORMATION	Cost as recommended:	Not to exceed \$860,000.00
	Budget Line Item:	520-5-220-868 STS/SEALING
	Balance Available	\$860,000.00 (Budget)
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Surface sealing of streets as identified in our five year street improvement plan and our 2015-2019 Capital Improvement Plan.	
BACKGROUND	<p>The City Commission previously approved a plan to utilize 70% of the street improvement sales tax funds for street preservation projects and the other 30% for street repair and replacement projects.</p> <p>Last year the City Commission approved a five year street improvement plan. At the May 27, 2014 meeting the City Commission approved the 2015-2019 Capital Improvement Plan. Both plans include a budget for utilizing a portion of the street preservation funds for sealing the surface of streets to stop water infiltration and protect and preserve the condition of streets, thereby slowing or stopping deterioration of the streets.</p>	

<p>BACKGROUND (continued)</p>	<p>City staff has researched various different methods and products available for this purpose. In the opinion of staff, the best available product for the price is Modified Aggregate Quick Set (MAQS) available from Donelson Construction Company, LLC of Clever, Mo. All references contacted had nothing but positive comments about the product and about the company.</p> <p>The Donelson products have been used extensively by the City of Springfield and Greene County for many years with excellent results. The fact that the City and County public works departments continue to budget increasing amounts of money annually for MAQS projects indicates their continued satisfaction with the product after many years.</p> <p>Last Summer the City Commission approved a contract with Donelson to seal several Coffeyville Streets. Staff is more than satisfied with how the product has held up over the winter, especially considering the fact that we intentionally selected some of the worst, most alligatored streets as a test for the product.</p> <p>MAQS is not a thick asphalt overlay, so it will not solve every pavement surface problem, but it is capable of smoothing out minor rutting, utility patches, etc. It is a very thin approximately ¼” seal coat that contains up to ¼” aggregate. It provides a seal to prevent water intrusion into the asphalt and oxidation of the surface, while also providing a new very hard driving surface. The fact that it is thin means it will not cause the drainage problems that a 2” to 4” asphalt overlay would cause.</p> <p>City crews are doing spot repairs on some streets in preparation for Donelson applying MAQS. In addition, Donelson has a product called “Flex Scratch”, which is used on badly alligatored areas to “glue” the street back together, followed by the MAQS application to seal the entire street. The estimate from Donelson includes the flex scratch preparation where required.</p> <p>The MAQS is applied by a machine which utilizes a squeegee to smooth out the final surface. In areas with minor unevenness the MAQS surface application will result in a thicker application in the low spots to smooth out minor variations in the street surface.</p> <p>After application, traffic can return to the street in approximately 20 – 40 minutes, depending on weather conditions and thickness of application.</p> <p>While it is by no means a new street, the final product is a street that is dark black, smoother than before application, bonded back together where needed, sealed to prevent water and oxidation damage in the future, and that has a new driving surface with improved tire friction characteristics.</p>
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SPECIAL NOTES	Donelson Construction Company, LLC has a patent on the MAQS product, so this would be a sole source purchase contract. Attached is information pertaining to the patent and the sole source purchase, which the City Commission approved last year.
ANALYSIS	<p>The Capital Improvement Plan includes \$700,000 budgeted for street surface sealing in 2014. In addition, at a recent meeting the City Commission authorized a construction contract with Muller construction for Union Street, Grant Street, and Boulder Street, but did not authorize the two other alternate streets. The Commission directed staff to utilize the remaining balance from those projects for street surface sealing. That remaining balance, after withholding approximately \$36,000.00 for potential Change Orders and engineering during construction, is \$160,000.00. That amount added to the \$700,000.00 budget results in \$860,000.00 available for surface sealing this year. The price quote from Donelson Construction for all streets in our plan for surface seal this year is \$784,482.05, so there are funds available to add streets to the project.</p> <p>At the previous City Commission Meeting it was suggested that we include 4th Street and 1st Street around Community Elementary School. The quote we already received from Donelson includes 4th Street from Buckeye Street to Sycamore Creek, as well as a second treatment on Ohio Street from 1st Street to 4th Street. We have requested a quote from Donelson to add 1st Street from Cline Road to Overlook Drive. The current quote also includes Buckeye Street from 1st Street to 11th Street, which was part of last year's contract that was not completed due to winter weather. We estimate that all of these streets can be completed for \$805,000.00.</p> <p>Staff is requesting that the City Commission authorize an amount not to exceed our estimated available budget of \$860,000.00. Staff will then select additional streets to seal as the budget allows, while keeping an eye on any unexpected Change Orders on the Union Street, Grant Street, Boulder Street project.</p>
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Authorize execution of a construction agreement with Donelson Construction Company, LLC in an amount not to exceed \$860,000.00 for MAQS Surfacing with Flex Scratch preparation where necessary.

<p>REFERENCE DOCUMENTS ATTACHED</p>	<p>Donelson letter to Coffeyville requesting sole source status. MAQS Surfacing US Patent. Map of proposed streets to be sealed with MAQS.</p>
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RESOLUTION NO. R-14-47

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CONSTRUCTION AGREEMENT WITH DONELSON CONSTRUCTION COMPANY, LLC OF CLEVER, MISSOURI IN A TOTAL AMOUNT NOT TO EXCEED \$860,000.00 BASED ON UNIT PRICES BID FOR MODIFIED ASPHALT QUICK SET (MAQS) SURFACING OF DISIGNATED STREETS.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and City Clerk be and are hereby authorized and directed to execute a construction agreement with Donelson Construction Company, LLC of Clever, Missouri in a total amount not to exceed \$860,000.00 based on unit prices bid for Modified Asphalt Quick Set (MAQS) surfacing of designated streets.

ADOPTED THIS 10TH DAY OF JUNE 2014.

James Falkner, Mayor

ATTEST:

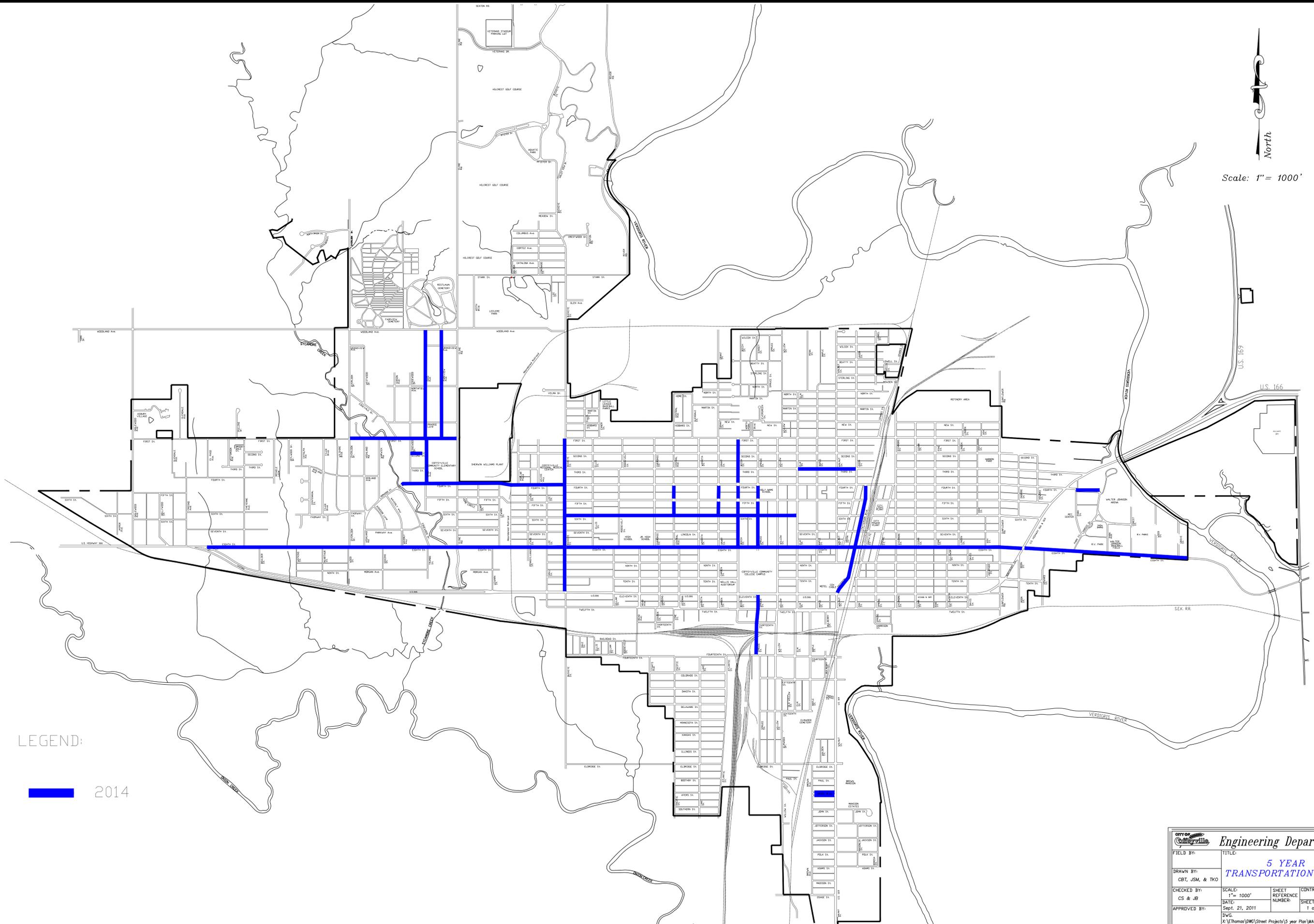
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney



Scale: 1" = 1000'



LEGEND:

 2014

CITY OF  Engineering Department			
FIELD BY:	TITLE:	5 YEAR TRANSPORTATION PLAN	
DRAWN BY: CBT, JSM, & TKO	SCALE: 1" = 1000'	SHEET REFERENCE NUMBER:	CONTRACT NO.
CHECKED BY: CS & JB	DATE: Sept. 21, 2011	1 of 1	
APPROVED BY:	DWG. K:\EThomas\DWG\Street Projects\5 year Plan\MA05 Master Plan.dwg		

United States Patent
Donelson , et al.

7,312,262
December 25, 2007

Methods and compositions for microsurfacing

Abstract

A composition for microsurfacing of pavement is described. The composition includes a polymer-modified emulsion asphalt oil, water, cement, and crushed aggregate. The crushed aggregate includes a first portion having an L.A. abrasion resistance which is higher than an L.A. abrasion resistance of a second portion of the crushed aggregate.

Inventors: Donelson; Michael James (Springfield, MO), Donelson; Terrence Christopher (Springfield, MO), Donelson; David Carr (Springfield, MO)

Assignee: Donelson Construction Co., LLC (Clever, MO)

Family ID: 34987227

Appl. No.: 10/806,266

Filed: March 22, 2004

Current U.S. Class: 524/60 ; 241/14; 241/24.1; 241/27; 524/2

Current International Class: C08L 95/00 (20060101)

Current CPC Class: C04B 28/02 (20130101); E01C 7/358 (20130101); C04B 28/02 (20130101); C04B 14/06 (20130101); C04B 14/28 (20130101); C04B 20/026 (20130101); C04B 24/36 (20130101); C04B 40/0028 (20130101); C04B 28/02 (20130101); C04B 20/0008 (20130101); C04B 24/36 (20130101); C04B 2111/0075 (20130101); C04B 2103/0044 (20130101)

Field of Search: 524/60-61,2 241/14,24.1,27

References Cited [Referenced By](#)

U.S. Patent Documents

1319918	October 1919	Zimmer
1320672	November 1919	Black et al.
3513005	May 1970	Bradshaw et al.
4094697	June 1978	Rostler
4373960	February 1983	Ward, Jr.
4462840	July 1984	Schilling et al.
4547224	October 1985	Schilling
5089052	February 1992	Ludwig
5219901	June 1993	Burke et al.

5223031	June 1993	Sugi et al.
5352062	October 1994	Yoshida et al.
5443632	August 1995	Schilling
5544971	August 1996	Huege et al.
5711796	January 1998	Grzybowski et al.
5925695	July 1999	Ohtsuka et al.
5928418	July 1999	Tamaki et al.
2002/0115752	August 2002	Takamura et al.
2003/0044522	March 2003	Isozaki
2003/0061968	April 2003	Matherly et al.
2003/0061970	April 2003	De Buen-Unna et al.
2006/0127572	June 2006	Raynaud

Foreign Patent Documents

2001019265	Mar., 2001	KR
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Other References

International Slurry Surfacing Association; What is Microsurfacing? (3 pgs.); <http://www.slurry.org/mswhat.htm>. cited by other .

International Slurry Surfacing Association; Recommended Performance Guidelines for Emulsified Asphalt Slurry Seal (16 pgs.); A105 (Revised) May 2003; <http://www.slurry.org/mswhat.htm>. cited by other .

International Slurry Surfacing Association; What is Microsurfacing? (3 pgs.); <http://www.slurry.org/mswhat.htm>, Mar. 2004. cited by other.

Primary Examiner: Szekely; Peter

Attorney, Agent or Firm: Armstrong Teasdale LLP

Claims

What is claimed is:

1. A composition for microsurfacing of pavement, said composition comprising: a polymer-modified emulsion asphalt oil; water; cement; and crushed aggregate comprising a first portion and a second portion, said first portion having a first L.A. abrasion resistance, said second portion having a second L.A. abrasion resistance lower than the first L.A. abrasion resistance, said crushed aggregate comprising a limestone aggregate, said first portion taken from a first ledge of stone and said second portion taken from a second ledge of stone.
2. A composition according to claim 1 wherein said crushed aggregate is from at least one of the Burlington-Keokuk limestone formation, the Elsey-Reeds Spring formation, and the Pierson formation.

3. A composition according to claim 1 wherein said first portion having an L.A. abrasion resistance between about 28 and about 34 percent inclusive, said second portion having an L.A. abrasion resistance between about 21 and about 27 percent inclusive.
4. A composition according to claim 1 wherein said first portion has an L.A. abrasion resistance between about 30 and about 32 percent inclusive and said second portion has an L.A. abrasion resistance between about 23 and about 25 percent inclusive.
5. A composition according to claim 1 wherein said first portion has an L.A. abrasion resistance of about 31 percent and said second portion has an L.A. abrasion resistance of about 24 percent.
6. A composition according to claim 1 wherein said first portion is about two-thirds by weight of said crushed aggregate and said second portion is about one-third by weight of said crushed aggregate.
7. A composition according to claim 1 wherein said first portion is about one-third by weight of said crushed aggregate and said second portion is about two-thirds by weight of said crushed aggregate.
8. A composition according to claim 1 wherein said first portion is about one-half by weight of said crushed aggregate and said second portion is about one-half by weight of said crushed aggregate.
9. A composition according to claim 1 wherein said first portion is between about one-third and about two-thirds by weight of said crushed aggregate.
10. A composition according to claim 1 wherein said second portion is between about one-third and about two-thirds by weight of said crushed aggregate.
11. A composition according to claim 1 wherein said crushed aggregate further comprises aggregate that has been crushed utilizing an impact crusher.
12. A composition according to claim 1 wherein said crushed aggregate has a cubical shape.
13. A composition according to claim 1 wherein larger stones of said crushed aggregate is embedded about 75 percent by smaller stones of said crushed aggregate.
14. A composition according to claim 1 wherein 100 percent of said crushed aggregate passes through a three-eighths inch sieve.
15. A composition according to claim 1 wherein said asphalt oil comprises between about 6 and 9 percent of said composition.
16. A composition according to claim 1 further comprising a portion of sand.
17. A composition according to claim 1 wherein said aggregate has a sand equivalent value of at least about 80 percent.
18. A method for microsurfacing a surface comprising: preparing a crushed aggregate which includes a first portion and a second portion, the first portion having an L.A. abrasion resistance higher than the L.A. abrasion resistance of the second portion of the crushed aggregate, the crushed aggregate having a sand equivalent value of at least 80 percent, said crushed aggregate comprising a limestone

aggregate, said first portion taken from a first ledge of stone and said second portion taken from a second ledge of stone; mixing the crushed aggregate with a polymer-modified emulsion asphalt oil, water, and cement; and applying the mixture to the surface to be microsurfaced.

19. A method according to claim 18 wherein preparing a crushed aggregate comprises preparing a crushed aggregate from at least one of the Burlington-Keokuk limestone formation, the Elsey-Reeds Spring formation, and the Pierson formation.

20. A method according to claim 18 wherein preparing a crushed aggregate comprises preparing a crushed aggregate having a cubical shape.

21. A method according to claim 18 wherein said applying comprises applying the mixture at a thickness between about 1/4 inch and about 3/8 inch inclusive.

22. A method according to claim 18 wherein said applying comprises applying the mixture at a thickness of about 1/4 inch minus dense graded material from the mixture.

23. A method according to claim 18 wherein the first portion has an L.A. abrasion resistance between about 28 and about 34 percent inclusive and a second portion having an L.A. abrasion resistance between about 21 and about 27 percent inclusive.

24. A method according to claim 18 wherein the first portion has an L.A. abrasion resistance between about 30 and 32 percent inclusive and the second portion having an L.A. abrasion resistance between about 23 and 25 percent inclusive.

25. A method according to claim 18 wherein the first portion has an L.A. abrasion resistance of about 31 percent and the second portion has an L.A. abrasion resistance of about 24 percent.

26. A method according to claim 18 wherein the first portion is about two-thirds by weight of the crushed aggregate and the second portion is about one-third by weight of the crushed aggregate.

27. A method according to claim 18 wherein the first portion is about one-third by weight of the crushed aggregate and the second portion is about two-thirds by weight of the crushed aggregate.

28. A method according to claim 18 wherein the first portion is about one-half by weight of the crushed aggregate and the second portion is about one-half by weight of the crushed aggregate.

29. A method according to claim 18 wherein the first portion is between about one-third and about two-thirds by weight of the crushed aggregate.

30. A method according to claim 18 wherein the second portion is between about one-third and about two-thirds by weight of the crushed aggregate.

31. A method according to claim 18 wherein preparing a crushed aggregate further comprises crushing the aggregate utilizing an impact crusher.

32. A crushed aggregate for utilization in microsurfacing of pavement, said crushed aggregate comprising: a first portion having a first L.A. abrasion resistance; and a second portion having a second L.A. abrasion resistance, the first L.A. abrasion resistance being higher than the second L.A.

abrasion resistance, said crushed aggregate comprising a limestone aggregate, said first portion taken from a first ledge of stone and said second portion taken from a second ledge of stone.

33. A crushed aggregate according to claim 32 wherein said first portion and said second portion are from at least one of the Burlington-Keokuk limestone formation, the Elsey-Reeds Spring formation, and the Pierson formation.

34. A crushed aggregate according to claim 32 wherein said first portion has an L.A. abrasion resistance between about 28 and about 34 percent inclusive and said second portion has an L.A. abrasion resistance between about 21 and about 27 percent inclusive.

35. A crushed aggregate according to claim 32 wherein said first portion has an L.A. abrasion resistance between about 30 and about 32 percent inclusive and said second portion has an L.A. abrasion resistance between about 23 and about 25 percent inclusive.

36. A crushed aggregate according to claim 32 wherein said first portion has an L.A. abrasion resistance of about 31 percent and said second portion has an L.A. abrasion resistance of about 24 percent.

37. A crushed aggregate according to claim 32 wherein said first portion is about two-thirds by weight of said crushed aggregate and said second portion is about one-third by weight of said crushed aggregate.

38. A crushed aggregate according to claim 32 wherein said first portion is about one-third by weight of said crushed aggregate and said second portion is about two-thirds by weight of said crushed aggregate.

39. A crushed aggregate according to claim 32 wherein said first portion is about one-half by weight of said crushed aggregate and said second portion is about one-half by weight of said crushed aggregate.

40. A crushed aggregate according to claim 32 wherein said first portion is between about one-third and about two-thirds by weight of said crushed aggregate.

41. A crushed aggregate according to claim 32 wherein said second portion is between about one-third and about two-thirds by weight of said crushed aggregate.

42. A crushed aggregate according to claim 32 wherein said crushed aggregate has a substantially cubical shape.

43. A crushed aggregate according to claim 32 wherein 100 percent of said crushed aggregate passes through a three-eighths inch sieve.

44. A crushed aggregate according to claim 32 wherein said aggregate has a sand equivalent value of at least 80 percent.

45. A composition for microsurfacing of pavement, said composition comprising: a polymer-modified emulsion asphalt oil; water; cement; and crushed aggregate from the Burlington-Keokuk limestone formation, wherein the aggregate comprises a first portion and a second portion, said first portion

having a first L.A. abrasion resistance, said second portion having a second L.A. abrasion resistance lower than the first L.A. abrasion resistance, said first portion taken from a first ledge of stone and said second portion taken from a second ledge of stone.

46. A composition for microsurfacing of pavement, said composition comprising: a polymer-modified emulsion asphalt oil; water; cement; and crushed aggregate from the Elsey-Reeds Spring formation, wherein the aggregate comprises a first portion and a second portion, said first portion having a first L.A. abrasion resistance, said second portion having a second L.A. abrasion resistance lower than the first L.A. abrasion resistance, said first portion taken from a first ledge of stone and said second portion taken from a second ledge of stone.

47. A composition for microsurfacing of pavement, said composition comprising: a polymer-modified emulsion asphalt oil; water; cement; and crushed aggregate from the Pierson formation, wherein the aggregate comprises a first portion and a second portion, said first portion having a first L.A. abrasion resistance, said second portion having a second L.A. abrasion resistance lower than the first L.A. abrasion resistance, said first portion taken from a first ledge of stone and said second portion taken from a second ledge of stone.

48. A composition according to claim 1 wherein an edge of said crushed aggregate second portion is configured to sharpen over time to maintain a skid resistance of the pavement.

49. A method according to claim 18 further comprising preparing a crushed aggregate second portion having an edge configured to sharpen over time to facilitate maintaining a skid resistance of the surface.

50. A crushed aggregate according to claim 32 wherein an edge of the second portion is configured to sharpen over time to maintain a skid resistance of the pavement.

51. A composition according to claim 45 wherein an edge of the second portion is configured to sharpen over time to maintain a skid resistance of the pavement.

52. A composition according to claim 46 wherein an edge of the second portion is configured to sharpen over time to maintain a skid resistance of the pavement.

53. A composition according to claim 47 wherein the an edge of second portion is configured to sharpen over time to maintain a skid resistance of the pavement.

Description

BACKGROUND OF THE INVENTION

This invention relates generally to paved surfaces, and more specifically, to compositions and methods for microsurfacing of paved surfaces.

One of the most versatile tools for road maintenance is microsurfacing. Microsurfacing is a polymer-modified cold-mix paving system that can remedy a broad range of pavement problems, for example, on streets, highways, and airfields. Similar to a slurry seal, known compositions for microsurfacing

begin as a mixture of dense-graded aggregate, asphalt emulsion, water, and mineral fillers. While conventional slurry seal is used around the world as an economical treatment for sealing and extending the service life of both urban and rural roads, microsurfacing has added capabilities, due to the use of high-quality, carefully monitored materials, including advanced polymers and other modern additives.

Originally, microsurfacing was developed for use in thicker applications, where it could be applied in narrow courses for wheel ruts, while not destroying the expensive road striping line. As scientists used highly selected aggregates and bitumen, and then incorporated special polymers and emulsifiers that allowed the product to remain stable even when applied in multi-stone thicknesses, the microsurfacing compositions resulted. Microsurfacing now is recognized not only as the most cost-effective way to treat the surface wheel-rutting problem, but also a variety of other road surface problems.

Known microsurfacing compositions are made and applied to existing pavements by a specialist machine, which carries all components, mixes them on site, and spreads the mixture onto the road surface.

As used herein, the term "L.A.", refers to an amount of fine material dislodged from a coarse aggregate during the impact phase of a test used to determine the abrasion resistance of the coarse aggregate to impact in a rotating cylinder containing metallic spheres. L.A. is reported in terms of percent loss and the test method is sometimes referred to as the Los Angeles Rattler Test.

BRIEF DESCRIPTION OF THE INVENTION

In one aspect, a composition for microsurfacing pavement is provided. The composition comprises a polymer-modified emulsion asphalt oil, water, cement, and crushed aggregate comprising a first portion and a second portion. The first portion has an L.A. abrasion resistance that is higher than the L.A. abrasion resistance of the second portion.

In another aspect, a method for microsurfacing a surface is provided. The method comprises preparing a crushed aggregate which includes a first portion having a first L.A. abrasion resistance and a second portion having a second L.A. abrasion resistance, mixing the crushed aggregate with a polymer-modified emulsion asphalt oil, water, cement, and applying the mixture to the surface to be microsurfaced. The first L.A. abrasion resistance is higher than the second L.A. abrasion resistance.

In still another aspect, a crushed aggregate for utilization in microsurfacing of pavement is provided. The crushed aggregate comprises a first portion and a second portion. The first portion has a L.A. abrasion resistance that is higher than the L.A. abrasion resistance of the second portion.

BRIEF DESCRIPTION OF THE DRAWINGS

FIG. 1 is a diagram illustrating microsurfacing.

FIG. 2 is a flowchart illustrating a method for microsurfacing a surface.

DETAILED DESCRIPTION OF THE INVENTION

FIG. 1 illustrates a microsurfacing application being performed by a microsurfacing machine 10.

Machine 10 includes an aggregate bin 12 into which an aggregate 14 is placed. Machine 10 also includes a filler bin 16 and a storage bin 18 which contains, for example, cement. A modified emulsion asphalt oil is added from a tank (not shown), and a water/additive blend is provided from one or more tanks (not shown) on machine 10. The emulsion asphalt oil is modified with one or both of a polymer and a latex. An example additive is a set-control agent, which is added in such a quantity as to produce a one hour set and does not vary more than plus or minus one percent. While referred to herein as microsurfacing machine 10, the methods and compositions described herein are also applicable to a slurry system which is a slower setting, non-stacking mix system that is similar to microsurfacing machine 10.

In one embodiment, aggregate 14 is 100% Burlington-Keokuk limestone that has been crushed. The cleanliness of aggregate 14, or lack of clay dirt particles therein, is measured by a sand equivalent value of soils and fine aggregate test and reported in terms of percent. The higher the percentage number, the cleaner aggregate 14. The ISSA (International Slurry Surfacing Association) is the commonly known industry leader for microsurfacing and slurry surfacing applications throughout the world. The ISSA has an industry minimum standard for aggregate cleanliness of 65%. Aggregate cleanliness, or sand equivalent value, for aggregate 14 is typically above 80%. Sand is typically not added to aggregate 14, but embodiments exist where sand is added. In one embodiment, although sand is not added to aggregate 14, crushing of the limestone for aggregate 14 follows the gradation detailed, and generally is considered to be "sand" since it is typically close to meeting most sand specifications as well as the sand equivalent value of soils and fine aggregate test. In alternative embodiments, crushed aggregate 14 is from one or more of the Burlington-Keokuk limestone formation, the Elsey-Reeds Spring formation, and the Pierson formation.

One test method used to determine the resistance of coarse aggregate to impact in a rotating cylinder containing metallic spheres is known as the Los Angeles Rattler Test. The amount of fine material "lost" during the impact phase of the test from the coarse aggregate is known as L.A., and is reported in terms of percent loss. The term, "L.A.", as used herein, is consistent with the above definition.

Metered, crushed aggregate 20 is dropped into a mill 22 where metered microsurfacing emulsion 24 from bins 16 and metered water and additive 26 from bins 18 are combined to form a microsurfacing composition 28. Microsurfacing composition 28 is passed into full-width surfacing box 30 which applies microsurfacing composition 28 to form surface 32.

The materials which constitute microsurfacing composition 28 are continuously and accurately measured, and then thoroughly combined in mill 22 of microsurfacing machine 10. As machine 10 moves forward, microsurfacing composition 28 is continuously fed into full-width surfacing box 30 which spreads the width of a traffic lane in a single pass. Machine 10 can also be configured with specially engineered "rut" boxes (not shown), which are designed to deliver the largest particles of aggregate 14 into the deepest part of a rut in the road surface to give maximum stability in the wheel path. Edges of microsurfacing composition 28 are automatically feathered. The new surface is initially a dark brown color and changes to the finished black surface as the water is chemically ejected and surface 32 cures, permitting traffic within one hour in some cases.

Continuous-load pavers (e.g. machine 10) utilize support units which bring the materials to the job site to load machine 10 while it is microsurfacing, thus maximizing production and minimizing transverse joints in surface 32.

In one embodiment, as described above, microsurfacing composition 28 is formed utilizing a

polymer-modified emulsion asphalt oil, water, cement, and a chemical additive which controls a setting time of microsurfacing composition 28. Referring to aggregate 14, in one embodiment, aggregate 14 includes parent stone from the Burlington-Keokuk limestone formation. From the Burlington-Keokuk limestone formation, two ledges of stone that have different hardness are combined. The Elsey-Reeds Spring formation and the Pierson formation have similar qualities.

In one specific embodiment, aggregate 14 includes approximately 2/3 by weight stone with an L.A. abrasion resistance between 28 and 34 percent inclusive and approximately 1/3 by weight stone with an L.A. abrasion resistance between 21 and 27 percent inclusive. The smaller the L.A. abrasion resistance percentage, the harder the stone. Stone with an L.A. of 24% is a comparatively hard stone. The above described combination gives aggregate 14 stability and strength. The softer stone within aggregate 14 (e.g., an L.A. of about 31%) is still fairly hard, but is slightly outside the recommended ISSA spec. of 30% maximum, which allows the larger stones to continue to break off new sharp edges over time thereby maintaining surface skid resistance over a longer period of time.

In another specific embodiment, aggregate 14 includes approximately 2/3 by weight stone with an L.A. abrasion resistance between 30 and 32 percent inclusive and approximately 1/3 by weight stone with an L.A. abrasion resistance between 23 and 25 percent inclusive. In still another specific embodiment, aggregate 14 includes approximately 2/3 by weight stone with an L.A. abrasion resistance of about 31 percent inclusive and approximately 1/3 by weight stone with an L.A. abrasion resistance of about 24 percent inclusive.

Other embodiments exist where aggregate 14 includes about one-third by weight of crushed aggregate having an L.A. abrasion resistance between 28 and 34 percent inclusive and approximately two-thirds by weight stone with an L.A. abrasion resistance between 21 and 27 percent inclusive. Still another embodiment includes one-half by weight of crushed aggregate having an L.A. abrasion resistance between 28 and 34 percent inclusive and approximately one-half by weight stone with an L.A. abrasion resistance between 21 and 27 percent inclusive.

Still other embodiments include an aggregate 14 having a first portion with a higher L.A. abrasion resistance than a second portion where the first portion is between about one-third and about two-thirds by weight of crushed aggregate 14 and the second portion is between about one-third and about two-thirds by weight of crushed aggregate 14.

Microsurfacing composition 28 is approximately 1/4" minus dense graded material, and in a specific embodiment, is applied at approximately one-quarter to about three-eighths inch thickness, with the largest stones being embedded to about 75% by the smaller stones of aggregate 14. Dense graded material describes an aggregate whose gradation generally contains, proportionally, many fines or smaller pieces. This embedding allows the larger stones of aggregate 14 which is a portion of microsurfacing composition 28 to stick up and provide a new skid resistance to surface 32. The aggregate which forms a portion of microsurfacing composition 28 has a sand equivalency of over 80 which means that aggregate 14 is very clean, which helps the adhesion of the oil to the stone forming aggregate 14, and which also helps cohesion of microsurfacing composition 28 to itself.

Virtually 100% of aggregate 14 is crushed using an impact crusher. This type of crusher is commonly known in the industry for producing a cubical product, as opposed to compression type crushers. A cubical aggregate in microsurfacing composition 28 provides a tighter matrix within microsurfacing composition 28.

In a specific embodiment, gradation (size) of aggregate 14 is maintained as illustrated in the following table:

TABLE-US-00001 Screen Percent of Stone mesh size Passing Through 3/8" 100 #4 99-99.9 #8 79-88 #16 59-68 #30 41-50 #50 29-36 #100 18-24 #200 12-17

Utilization of microsurfacing composition 28 has yielded preliminary test results that are well above the standards exhibited by other known microsurfacing compositions. For instance, in what is known in the microsurfacing industry as the "Six-day Soak" wet track test, microsurfacing composition 28 showed a loss of 16 grams per square foot. International Slurry Surfacing Association guidelines allow a loss of 75 grams per square foot. These test results illustrate that microsurfacing composition 28 has a high adhesion of the asphalt to the stone of aggregate 14 and cohesion of microsurfacing composition 28 to itself that is well above industry norms.

In one embodiment, the asphalt oil referred to herein as a polymer-modified emulsion asphalt oil is a natural latex modified grade CSS-1h (cationic) emulsified asphalt. The grade CSS-1h asphalt is modified with an approved natural latex. The approved natural latex is milled into the asphalt emulsion prior to the emulsification process. The asphaltic emulsion includes 3.0% to 5.0% natural latex solids based on the mass of asphalt (asphalt residual) within the emulsion.

In one embodiment, the emulsified asphalt oil content of microsurfacing composition 28 is between 6.0% to 9.0% as measured by the weight (mass) of aggregate 14. The polymer-modified emulsified asphalt oil within microsurfacing composition 28 is formulated such that when the paving mixture is applied with the relative humidity at not more than 50% and the ambient air temperature of at least 75.degree. F. (24.degree. C.), microsurfacing composition 28 sufficiently cures so that uniformly moving traffic can be allowed in one hour. Additional curing time may be required at locations such as driveways, intersections and where sharp turning movements may take place or where vehicles may accelerate sharply.

The above described embodiments of microsurfacing composition 28 provide a method for microsurfacing a surface as illustrated in flowchart 50 of FIG. 2. First, a crushed aggregate is prepared 52 which includes a first portion having an L.A. abrasion resistance between 28 and 34 percent inclusive and a second portion having an L.A. abrasion resistance between 21 and 27 percent inclusive. The crushed aggregate, typically having a sand equivalent value in excess of 80 percent, is mixed 54 with a polymer-modified emulsion asphalt oil, water, and cement. The mixture is applied 56 to the surface to be microsurfaced.

Microsurfacing begins with the selection of high-quality materials (i.e., asphalt, aggregate, emulsifiers, water, and additives) which must pass special laboratory tests, both individually and when combined, in order to be utilized as a microsurfacing system. To be utilized for microsurfacing, microsurfacing composition 28 is capable of being spread in various thick cross-sections (i.e., wedges, ruts, scratch course), which, after initial traffic consolidation, does not further compact (i.e. resists compaction) throughout the entire design tolerance range of bitumen content and variable thicknesses to be encountered. Further, microsurfacing composition 28 maintains a good macro-texture (high wet coefficient of friction) in variable thick sections throughout its service life.

Successful microsurfacing projects depend on strict adherence to technical specifications. The resulting "mix design" (e.g. microsurfacing composition 28) and job specifications are carefully adhered to at application, where ISSA member contractors use specialized job-calibrated equipment

and thoroughly trained crews to maintain consistent quality control. With the preceding in mind, microsurfacing composition 28 can be utilized successfully in quick-traffic applications as thin as 3/8 inch (9.5 mm). Further, microsurfacing composition 28 increases skid resistance, color contrast, surface restoration, and service life to high-speed roadways. Surfaces paved with microsurfacing composition 28 can be reopened to traffic within an hour.

As a thin, restorative surface source on urban arterials and heavy traffic intersections, microsurfacing composition 28 can be applied without altering drainage, and there is no loss of curb reveal, which is the exposure of the curb and gutter line of a street, typically formed by concrete. Also, microsurfacing composition 28 can be applied to problem sections of roads or runways to eliminate hydroplaning problems that occur during periods of rain as microsurfacing composition 28 restores the proper surface profile and makes the area safe to use.

Because microsurfacing composition 28 can be effectively applied to most surfaces at 3/8 inches (9.5 mm) or less, more area per ton of mix is covered, resulting in cost-effective surfacing. Microsurfacing composition 28 creates a new, stable surface that is resistant to rutting and shoving in summer and to cracking in winter. Applied to both asphalt and concrete surfaces (usually preceded by a tack coat on concrete), microsurfacing composition 28 can be utilized to restore a skid-resistant surface to slick bridge decking with minimum added dead weight. Microsurfacing composition 28 can also be utilized as a scratch (leveling) course, to be followed by a surface course, to provide transverse surface leveling.

Because of its quick-traffic properties, microsurfacing composition 28 can be applied in a broad range of temperature and weather conditions, effectively lengthening the paving season. Microsurfacing composition 28 is also environmentally safe, emitting minimal pollutant amounts. When applied at ambient temperatures, microsurfacing composition 28 has low energy requirements and its life expectancy usually exceeds seven years.

Microsurfacing composition 28 is capable of filling wheel ruts up to 1 1/2 inches (38 mm) deep when the pavement has stabilized and is not subject to plastic deformation, providing the unique ability to solve rut problems without costly milling.

While the invention has been described in terms of various specific embodiments, those skilled in the art will recognize that the invention can be practiced with modification within the spirit and scope of the claims.



**Construction
Company, LLC**

Phone: (417) 743-2694
Fax: (417) 743-2945
1075 Wise Hill Road, Clever, MO 65631

March 25, 2013

Mr. Scott Massman, RLS
Superintendent of Engineering
P.O. Box 1629
Coffeyville, KS 67337

Dear Mr. Massman,

Donelson Construction Co., LLC respectfully requests that the Modified Aggregate Quick Set (M.A.Q.S.) Surfacing System® be treated as a sole-source product for the following reasons:

1. The asphalt mix design that Donelson has developed and installs is unique to the industry. A patent on this product was applied for and received approval. (Patent No. US7,312,262B2). Some highlights of the patent application are mentioned below.
 - a. Our MAQS product contains crushed aggregate that is unique. The aggregate is composed of a blend of two types of Burlington Limestone found and produced in the Clever Stone Quarry. The blend is specifically designed to produce desired results mentioned below. Clever Stone Co., Inc. has agreed to manufacture and distribute this aggregate on an exclusive basis to Donelson Construction Co.
 - b. The gradation and combination of aggregate used by Donelson is proprietary and outside industry standards.
 - c. The asphalt emulsion oil used in Donelson's mix design is the MicroTekk® product, produced and distributed exclusively by Road Science of Tulsa, OK. Road Science has agreed to distribute the MicroTekk® product exclusively to Donelson Construction for use with our unique aggregate blend.
 - d. The unique aggregate blend combined with the MicroTekk® product produces an asphalt mix design with a much higher degree of performance compared to other similar products. This degree of performance is illustrated in two important lab test results. A "One Hour Soak Wet Track Test" and a "Six Day Soak Wet Track Test" are used to test a finished surface's adhesion and cohesion properties. In other words, these tests measure the amount of "raveling" or "shedding of stone" one may expect from the new surface. The industry standard allows for a maximum of 50 grams/square foot of aggregate loss, and 75 grams /square foot of aggregate loss for the One Hour and Six Day tests, respectively. Our mix design tests at an impressive 5.0 grams/square foot and less than 15 grams/square foot, respectively.

Mr. Massman
March 25, 2013
Page 2

2. Donelson Construction has invented a unique piece of equipment, a material transfer unit, which is important to the overall operation of the MAQS process. A patent application regarding this piece of equipment was filed and received approval. (Patent No. US8,033,775B2)
3. Donelson Construction has developed a method to use the MAQS product in a manner to be utilized as a large scale crack sealer. Regarding this, current industry standards do not have a material specification or method of placement that is comparable.
4. Donelson Construction, in conjunction with Donelson Sealant Technologies, has developed the MAQS-ChipLock and MAQS-GripSeal products. These products are derivatives of the existing MAQS Surfacing System® They are offered in a form that allows for spray application.
5. Donelson Construction Co. has designed and built spray application equipment uniquely designed to handle and apply the MAQS-ChipLock and MAQS-GripSeal products. This equipment is exclusive to Donelson Construction Co. for its intended purpose.
6. Donelson Construction, in conjunction with Donelson Sealant Technologies, has developed the spray application of the MAQS-ChipLock or MAQS-GripSeal product.

Sincerely,

A handwritten signature in cursive script that reads "Michael J. Donelson".

Michael J. Donelson
Owner

 <p style="text-align: center;">CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM</p>		
MEETING DATE	6/10/2014	
RESOLUTION OR ORDINANCE NUMBER	R-14-48	
AGENDA TITLE	<p style="text-align: center;">A RESOLUTION AUTHORIZING AND PROVIDING FOR THE CALLING OF A SPECIAL QUESTION ELECTION IN THE CITY OF COFFEYVILLE, KANSAS, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORS OF THE CITY THE QUESTION OF IMPOSING A ONE-HALF PERCENT (1/2%) CITY-WIDE RETAILERS' SALES TAX FOR THE PURPOSE OF FINANCING THE COSTS OF GENERAL TRANSPORTATION IMPROVEMENTS THROUGHOUT THE CITY; AND PROVIDING FOR THE GIVING OF NOTICE OF SAID ELECTION.</p>	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Gary Bradley	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Authorizes and provides for the calling of an election submitting a sales tax question to the voters for a ½ cent sales tax for transportation improvements.	

<p>BACKGROUND</p>	<p>In 2010, voters approved a ½ cent sales tax for Transportation Improvements. The tax is set to expire on March 31, 2015. In 2013, A sales tax for transportation improvements was approved by the voters, with the idea being that we as a community should double our efforts in order to address what the residents believe is the community’s biggest need, transportation improvements. The 1993 survey of residents found transportation to be the top priority of the respondents, followed by economic development and community development. The 2013 survey conducted by the City found that those remained the top priorities.</p> <p>The recently adopted CIP lays out a plan for addressing transportation concerns over the next five years, yet the CIP and the 5 year Street Improvement Plan do not address all needs within the next five years, even with the resources doubled. It will take a concerted effort and at least 10 years of sales tax revenue to adequately address the City’s challenges with regard to streets/transportation.</p>
<p>SPECIAL NOTES</p>	<p>Gilmore and Bell has developed the resolution to ensure its compliance with state statutes.</p> <p>A second version is being developed and will be available Monday that places the sales tax on the ballot and authorizes the issuance of bonds in the same ballot language. The bond issuance would be for an amount not to exceed \$6 million, which would provide in excess of 30% coverage (the debt could be paid off with less than 7 years of sales tax revenue), thus enabling the City to proceed more quickly in the process of saving our streets before they deteriorate too far to be saved.</p>
<p>ANALYSIS</p>	<p>N/A</p>
<p>PUBLIC INFORMATION PROCESS</p>	<p>There have been no public information efforts prior to placing this item on the agenda, but as a ballot measure, there are significant legal requirements for public notice and significant additional measures will be taken to ensure that members of the public are informed regarding this matter.</p>

BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends approval of this resolution.
REFERENCE DOCUMENTS ATTACHED	R-14-48

RESOLUTION NO. R-14-48

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE CALLING OF A SPECIAL QUESTION ELECTION IN THE CITY OF COFFEYVILLE, KANSAS, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORS OF THE CITY THE QUESTION OF IMPOSING A ONE-HALF PERCENT (1/2%) CITY-WIDE RETAILERS' SALES TAX FOR THE PURPOSE OF FINANCING THE COSTS OF GENERAL TRANSPORTATION IMPROVEMENTS THROUGHOUT THE CITY; AND PROVIDING FOR THE GIVING OF NOTICE OF SAID ELECTION.

WHEREAS, K.S.A. 12-187 *et seq.*, as amended, (the “Act”) authorizes the governing body (the “Governing Body”) of the City of Coffeyville, Kansas (the “City”) to submit to the electors of the City the question of imposing City-wide retailers' sales taxes, which may be in an amount not to exceed two-percent (2%) for general purposes or in an additional amount not to exceed one percent (1%) for special purposes, provided sales taxes for special purposes shall expire ten (10) years from the initial date of collection thereof; and

WHEREAS, pursuant to the Act, as amended by Charter Ordinance No. 23, the electors of the City have heretofore approved propositions to authorize the levy of City-wide retailers' sales taxes as follows:

- (a) a general purpose one-half percent (the “General Purpose Sales Tax”);
- (b) a general purpose one-half percent for capital improvements (including street improvements), capital equipment and economic development initiatives, commencing on July 1, 1999 and ending on June 30, 2014 (the “1999 Capital Improvements Sales Tax”);
- (c) a special purpose one-half percent for USD 445 educational purposes, commencing on October 1, 2002 and ending on September 30, 2022 (the “USD Sales Tax”);
- (d) a special purpose one-half percent for health care purposes, commencing on October 1, 2002 and ending on September 30, 2022 (the “Health Care Sales Tax”);
- (e) a general purpose one-half percent for street improvements, commencing on April 1, 2010 and ending on March 31, 2015 (the “2010 Street Sales Tax”)
- (f) a general purpose one-half percent for capital improvements (including, but not limited to improvements to public buildings), capital equipment and economic development initiatives, commencing upon the expiration of the 1999 Capital Improvements Sales Tax on July 1, 2014 or as soon thereafter as permitted by the Act, and ending on June 30, 2029 (the “2014 Capital Improvements Sales Tax”); and
- (g) a general purpose one-half percent for general transportation improvements, commencing on January 1, 2014 and ending on December 31, 2023 (the “2014 Transportation Sales Tax”); and

WHEREAS, the governing body of the City (the “Governing Body”) deems it advisable that additional funds other than from ad valorem property taxation be derived to finance general transportation improvements throughout the City including, but not limited to streets, curbing, and sidewalks, after the expiration of the Street Improvement Sales Tax; and

WHEREAS, the Governing Body deems it advisable that funds to finance such purposes be derived by the imposition of a one-half percent (1/2%) City-wide retailers' sales tax (the “2015 Transportation Sales Tax”); and

WHEREAS, the Governing Body has determined the electors of the City should be given a choice as to the method used to finance such general transportation improvements; and

WHEREAS, in order to authorize such 2015 Transportation Sales Tax, it is deemed advisable to call a special question election in the City on August 5, 2014, in conjunction with the general election held on said date; and

WHEREAS, if approved, the 2015 Transportation Sales Tax will constitute a sales tax imposed for general purposes, as said term is described in K.S.A. 12-189, as amended.

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

SECTION 1. 2015 Transportation Sales Tax. It is hereby deemed necessary and advisable and in the best interests of the citizens of the City to finance the costs of general transportation improvements throughout the City including, but not limited to streets, curbing, and sidewalks, after the expiration of the 2010 Street Improvement Sales Tax by the imposition of the 2015 Transportation Sales Tax. Collection of the 2015 Transportation Sales Tax, if approved by the electors of the City, shall commence upon the expiration of the Street Improvement Sales Tax on April 1, 2015, or as soon thereafter as permitted by the Act, and shall terminate ten (10) years after its commencement.

SECTION 2. Special Question Election. It is hereby authorized, ordered and directed that a special question election shall be and is hereby called to be held in the City on August 5, 2014, in conjunction with the general election held on said date, at which time there shall be submitted to the qualified electors of the City the following proposition:

Shall the following be adopted?

Shall the City of Coffeyville, Kansas be authorized to impose a one-half percent (1/2%) City-wide retailers' sales tax (the “2015 Transportation Sales Tax”), the proceeds of which shall be used to finance the costs of general transportation improvements throughout the City including, but not limited to streets, curbing, and sidewalks; the collection of such 2015 Transportation Sales Tax shall commence upon the expiration of the existing one-half percent (1/2%) City-wide retailers' sales tax imposed for street improvement purposes, on April 1, 2015, or

as soon thereafter as permitted by law, and shall terminate ten (10) years after its commencement; all pursuant to the provisions of K.S.A. 12-187 *et seq.*, as amended?

SECTION 3. Special Question Election Procedures. The vote at said special question election shall be by ballot, and the proposition stated above shall be printed on the ballot, together with voting instructions as provided by law. The City Clerk shall transmit a copy of this Resolution to the Montgomery County Clerk to give notice of the special question election as provided by law by publishing a Notice of Special Question Election in substantially the form attached hereto as *Exhibit A* once each week for two (2) consecutive weeks in a newspaper of general circulation in the City, with the first publication to be not less than twenty-one (21) days prior to the date of the special question election, and the last publication shall be not more than ninety (90) days prior to the date of the special question election.

SECTION 4. Effective Date. This Resolution shall be effective from and after adoption by the Governing Body.

ADOPTED by the Governing Body of the City of Coffeyville, Kansas, on June 10, 2014.

James Falkner, Mayor

ATTEST:

Cindy Price, City Clerk

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original Resolution; that said Resolution was adopted on June 10, 2014; as the same appears of record in my office.

DATED: June 10, 2014.

Cindy Price, City Clerk

RESOLUTION NO. R-14-48

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE CALLING OF A SPECIAL QUESTION ELECTION IN THE CITY OF COFFEYVILLE, KANSAS, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORS OF THE CITY THE QUESTION OF IMPOSING A ONE-HALF PERCENT (1/2%) CITY-WIDE RETAILERS' SALES TAX FOR THE PURPOSE OF FINANCING THE COSTS OF GENERAL TRANSPORTATION IMPROVEMENTS THROUGHOUT THE CITY; AUTHORIZING THE ISSUANCE OF SALES TAX REVENUE AND/OR GENERAL OBLIGATION SALES TAX BONDS OF THE CITY TO FINANCE SUCH COSTS; AND PROVIDING FOR THE GIVING OF NOTICE OF SAID ELECTION.

WHEREAS, K.S.A. 12-187 *et seq.*, as amended (the “Act”) authorizes the governing body (the “Governing Body”) of the City of Coffeyville, Kansas (the “City”) to submit to the electors of the City the question of imposing City-wide retailers' sales taxes, which may be in an amount not to exceed two-percent (2%) for general purposes or in an additional amount not to exceed one percent (1%) for special purposes, provided sales taxes for special purposes shall expire ten (10) years from the initial date of collection thereof; and

WHEREAS, pursuant to the Act, as amended by Charter Ordinance No. 23, the electors of the City have heretofore approved propositions to authorize the levy of City-wide retailers' sales taxes as follows:

- (a) A general purpose one-half percent (the “General Purpose Sales Tax”);
- (b) a general purpose one-half percent for capital improvements (including street improvements), capital equipment and economic development initiatives, commencing on July 1, 1999 and ending on June 30, 2014 (the “1999 Capital Improvements Sales Tax”);
- (c) a special purpose one-half percent for USD 445 educational purposes, commencing on October 1, 2002 and ending on September 30, 2022 (the “USD Sales Tax”);
- (d) a special purpose one-half percent for health care purposes, commencing on October 1, 2002 and ending on September 30, 2022 (the “Health Care Sales Tax”);
- (e) a general purpose one-half percent for street improvements, commencing on April 1, 2010 and ending on March 31, 2015 (the “2010 Street Sales Tax”);
- (f) a general purpose one-half percent for capital improvements (including, but not limited to improvements to public buildings), capital equipment and economic development initiatives, commencing upon the expiration of the 1999 Capital Improvements Sales Tax on July 1, 2014 or as soon thereafter as permitted by the Act, and ending on June 30, 2029 (the “2014 Capital Improvements Sales Tax”); and
- (g) a general purpose one-half percent for general transportation improvements, commencing on January 1, 2014 and ending on December 31, 2023 (the “2014 Transportation Sales Tax”); and

WHEREAS, the Governing Body deems it advisable that additional funds other than from ad valorem property taxation be derived to finance general transportation improvements throughout the City including, but not limited to streets, curbing, and sidewalks (collectively the “Improvements”), after the expiration of the 2010 Street Sales Tax; and

WHEREAS, the Act also authorizes the City to issue bonds to finance such Improvements, with such bonds payable from and secured by the proceeds of such sales tax or payable from such sales tax

with a general obligation backing if the City receives a comprehensive feasibility study that indicates that the revenues received from such sales tax will be sufficient to retire such bonds; and

WHEREAS, the Governing Body hereby deems it advisable to: (a) authorize the Improvements; (b) provide for the payment of all or a portion of the costs of the Improvements by the imposition of a City-wide retailers' sales tax; and (c) issue the City's sales tax revenue and/or general obligation bonds to provide for payment of the costs of the Improvements and related interest and issuance costs; provided the electors of the City authorize such expenditures and bond issuance at an election held in the City for such purpose; and

WHEREAS, in order to finance the costs of the Improvements and related interest and issuance costs, the Governing Body deems it advisable to provide for the calling of a special question election in the City on August 5, 2014, in conjunction with the general election held on said date, for the purpose of submitting to the qualified electors of the City the question of imposing a one-half percent (1/2%) City-wide retailers' sales tax (the "2015 Transportation Sales Tax") and to issue sales tax revenue and/or general obligation sales tax bonds of the City payable from and secured by the proceeds of the 2015 Transportation Sales Tax, and if not so paid, from unlimited ad valorem taxation within the City (the "Bonds"); and

WHEREAS, if approved, the 2015 Transportation Sales Tax will constitute a sales tax imposed for general purposes, as said term is described in K.S.A. 12-189, as amended.

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

SECTION 1. 2015 Transportation Sales Tax. It is hereby deemed necessary and advisable and in the best interests of the citizens of the City to finance the costs of the Improvements, after the expiration of the 2010 Street Sales Tax, by the imposition of the 2015 Transportation Sales Tax and the issuance of the Bonds. Collection of the 2015 Transportation Sales Tax, if approved by the electors of the City, shall commence upon the expiration of the 2010 Street Sales Tax on April 1, 2015, or as soon thereafter as permitted by the Act, and shall terminate upon the earlier of: (a) ten (10) years after its commencement, or (b) when all costs associated with the financing of the Improvements, including the repayment of the Bonds, shall have been paid. No Bonds constituting general obligation bonds shall be issued until the Governing Body receives a comprehensive feasibility study that indicates that the revenues to be received from the 2015 Transportation Sales Tax will be sufficient to retire the Bonds without the necessity of levying any ad valorem taxation. All proceeds of the 2015 Transportation Sales Tax shall be applied for the purposes set forth in herein; provided, however, in the event that other City funds are required to be utilized for such purposes, such City funds may be reimbursed from the proceeds of the 2015 Transportation Sales Tax.

SECTION 2. Special Question Election. It is hereby authorized, ordered and directed that a special question election shall be and is hereby called to be held in the City on August 5, 2014, in conjunction with the general election held on said date, at which time there shall be submitted to the qualified electors of the City the following proposition:

Shall the following be adopted?

Shall the City of Coffeyville, Kansas be authorized to: (1) impose a one-half percent (1/2%) City-wide retailers' sales tax (the "2015 Transportation Sales Tax"), the proceeds of which shall be used to finance the costs of general transportation improvements throughout the City including, but not limited to streets, curbing, and sidewalks (the "Improvements"); the collection of such 2015 Transportation Sales Tax shall commence

upon the expiration of the existing one-half percent (1/2%) City-wide retailers' sales tax imposed for street improvement purposes on April 1, 2015, or as soon thereafter as permitted by law, and shall terminate on the earlier of (a) ten (10) years after its commencement, or (b) when all costs associated with the financing of the Improvements, including the repayment of any sales tax revenue or general obligation bonds issued to pay such costs, shall have been paid; and (2) issue sales tax revenue and/or general obligation sales tax bonds to pay the costs of the Improvements and associated financing costs; all pursuant to K.S.A. 10-101 *et seq.* and K.S.A. 12-187 *et seq.*, as amended?

SECTION 3. Special Question Election Procedures. The vote at said special question election shall be by shall be by ballot, and the proposition stated above shall be printed on the ballot, together with voting instructions as provided by law. The City Clerk shall transmit a copy of this Resolution to the Montgomery County Clerk to give notice of the special question election as provided by law by publishing a Notice of Special Question Election in a form approved by the Governing Body once each week for two (2) consecutive weeks in a newspaper of general circulation in the City, with the first publication to be not less than twenty-one (21) days prior to the date of the special question election, and the last publication shall be not more than ninety (90) days prior to the date of the special question election.

SECTION 4. Effective Date. This Resolution shall be effective from and after adoption by the Governing Body.

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ADOPTED by the Governing Body of the City of Coffeyville, Kansas, on June 10, 2014.

James Falkner, Mayor

ATTEST:

Cindy Price, City Clerk

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original Resolution; that said Resolution was adopted on June 10, 2014; as the same appears of record in my office.

DATED: June 10, 2014.

Cindy Price, City Clerk

CITY OF COFFEYVILLE

**Property Tax Receipts
FY 2010-2014**

FY 2011		2011	% of	2011	% of	Total Recv'd						
Code	Description	Budget	Budget	Projection	Projection	To Date	Jan-11	Mar-11	May-11	Sep-11	Oct-11	Dec-11
4002	Property Tax	\$4,231,069.91	95.99%	\$4,064,488.99	99.92%	\$4,111,469.82	\$2,092,806.31	\$121,275.87	\$1,842,575.04	\$53,552.26	\$1,260.34	\$0.00
4002	Revitalization Rebate					(50,216.82)	-	(33,408.93)	-	(16,807.89)	-	-
4003	PP/MV Tax	255,768.00	89.57%	255,767.00	89.57%	229,079.74	2,485.65	14,936.68	54,913.68	85,463.93	26,685.02	44,594.78
4004	Back Taxes	60,000.00	157.19%	72,000.00	130.99%	94,314.45	32,673.55	23,877.00	12,592.46	11,986.47	13,184.97	-
4007	RV Tax	2,051.00	86.41%	2,050.00	86.45%	1,772.25	56.62	171.20	213.37	737.01	315.85	278.20
4008	16/20 Ton Trucks	1,770.00	125.54%	1,769.00	125.62%	2,222.14	1,253.99	540.13	412.23	15.79	-	-
4015	Highway-County	44,430.00	82.10%	43,590.00	83.69%	36,479.19	-	13,050.16	13,022.56	10,406.47	-	-
4026	Revenue in Lieu	-	0.00%	-	0.00%	1,705.44	-	-	-	1,705.44	-	-
4009	Rent Excise Tax	25.00	1175.24%	25.00	1175.24%	293.81	-	-	-	293.81	-	-
4010	Nuisance	20,000.00	139.50%	25,000.00	111.60%	27,899.69	6,092.75	14,131.54	4,659.84	2,894.65	120.91	-
Cumulative		\$4,615,113.91	96.53%	\$4,464,689.99	99.78%	\$4,455,019.71	\$2,135,368.87	\$154,573.65	\$1,928,389.18	\$150,247.94	\$41,567.09	\$44,872.98
							\$2,135,368.87	\$2,289,942.52	\$4,218,331.70	\$4,368,579.64	\$4,410,146.73	\$4,455,019.71

FY 2012		2012	% of	2012	% of	Total Recv'd						
Code	Description	Budget	Budget	Projection	Projection	To Date	Jan-12	Mar-12	May-12	Sep-12	Oct-12	Dec-12
4002	Property Tax	\$4,224,168.00	95.05%	\$4,052,895.35	99.07%	\$4,070,358.23	\$2,073,980.34	\$135,654.01	\$1,789,827.63	\$70,896.25	\$0.00	\$0.00
4002	Revitalization Rebate					(55,334.56)	-	(37,264.22)	-	(18,070.34)	-	-
4003	PP/MV Tax	213,230.00	110.09%	213,230.00	110.09%	234,734.59	4,208.40	19,521.51	41,155.38	17,098.76	103,907.96	48,842.58
4004	Back Taxes	60,000.00	206.07%	60,000.00	206.07%	123,643.83	23,320.32	21,778.83	11,588.19	26,061.86	40,894.63	-
4007	RV Tax	2,000.00	89.84%	2,000.00	89.84%	1,796.73	68.18	223.32	353.95	55.94	809.04	286.30
4008	16/20 Ton Trucks	1,770.00	125.07%	2,313.00	95.71%	2,213.68	1,350.29	229.73	446.54	112.33	74.79	-
4015	Highway-County	44,430.00	125.73%	41,290.00	135.29%	55,861.32	10,787.47	10,625.46	13,153.80	10,641.04	10,653.55	-
4026	Revenue in Lieu	-	0.00%	-	0.00%	4,592.42	2,296.21	-	-	2,296.21	-	-
4009	Rent Excise Tax	25.00	2797.80%	22.00	3179.32%	699.45	257.76	-	-	-	331.89	109.80
4010	Nuisance	20,000.00	73.59%	23,000.00	63.99%	14,718.17	3,396.30	2,655.79	3,217.68	1,869.71	3,578.69	-
Cumulative		\$4,565,623.00	97.54%	\$4,394,750.35	101.33%	\$4,453,283.86	\$2,119,665.27	\$153,424.43	\$1,859,743.17	\$110,961.76	\$160,250.55	\$49,238.68
							\$2,119,665.27	\$2,273,089.70	\$4,132,832.87	\$4,243,794.63	\$4,404,045.18	\$4,453,283.86

FY 2013		2013	% of	2013	% of	Total Recv'd						
Code	Description	Budget	Budget	Projection	Projection	To Date	Jan-13	Mar-13	May-13	Sep-13	Oct-13	Dec-13
4002	Property Tax	\$3,972,186.98	96.61%	\$3,526,979.82	108.80%	\$3,888,266.43	\$2,019,175.67	\$68,177.05	\$1,765,114.51	\$35,799.20	\$0.00	\$0.00
4002	Revitalization Rebate					(50,819.94)	-	(31,857.43)	-	(18,962.51)	-	-
4003	PP/MV Tax	238,636.00	94.48%	218,691.00	103.10%	225,462.51	3,643.70	14,822.97	59,164.53	82,105.93	27,030.26	38,695.12
4004	Back Taxes	60,000.00	144.48%	85,000.00	101.99%	86,689.64	17,477.04	25,395.05	24,863.57	9,312.34	9,641.64	-
4007	RV Tax	1,897.00	97.18%	1,738.00	106.07%	1,843.46	54.63	59.30	469.74	751.84	166.95	341.00
4008	16/20 Ton Trucks	2,289.00	97.43%	2,098.00	106.30%	2,230.08	1,466.22	191.13	545.67	27.06	-	-
4015	Highway-County	41,450.00	78.93%	40,470.00	80.85%	32,718.14	-	10,112.97	12,565.74	10,039.43	-	-
4026	Revenue in Lieu	-	0.00%	-	0.00%	2,253.34	2,253.34	-	-	-	-	-
4009	Rent Excise Tax	587.00	116.60%	538.00	127.22%	684.47	0	-	-	402.20	18.03	264.24
4010	Nuisance	20,000.00	152.30%	35,000.00	87.03%	30,459.16	15,661.35	5,365.15	8,108.28	494.27	830.11	-
Cumulative		\$4,337,045.98	97.30%	\$3,910,514.82	107.91%	\$4,219,787.29	\$2,059,731.95	\$92,266.19	\$1,870,832.04	\$119,969.76	\$37,686.99	\$39,300.36
							\$2,059,731.95	\$2,151,998.14	\$4,022,830.18	\$4,142,799.94	\$4,180,486.93	\$4,219,787.29

FY 2014		2014	% of	2014	% of	Total Recv'd						
Code	Description	Budget	Budget	Projection	Projection	To Date	Jan-14	Mar-14	May-14	Sep-14	Oct-14	Dec-14
4002	Property Tax	\$2,000,674.00	90.99%		#DIV/0!	\$1,855,952.86	\$984,085.29	\$135,070.38	\$736,797.19	\$0.00	\$0.00	\$0.00
4002	Revitalization Rebate					(35,611.57)	-	(31,433.84)	(4,177.73)	-	-	-
4003	PP/MV Tax	232,838.00	30.11%		#DIV/0!	70,116.55	3,160.18	15,986.25	50,970.12	-	-	-
4004	Back Taxes	95,000.00	48.03%		#DIV/0!	45,628.46	17,968.41	16,433.95	11,226.10	-	-	-
4007	RV Tax	1,781.00	21.98%		#DIV/0!	391.44	39.35	92.84	259.25	-	-	-
4008	16/20 Ton Trucks	2,300.00	327.23%		#DIV/0!	7,526.20	1,158.47	301.56	6,066.17	-	-	-
4015	Highway-County	41,850.00	84.10%		#DIV/0!	35,197.41	11,163.69	10,442.94	13,590.78	-	-	-
4026	Revenue in Lieu	-	0.00%		0.00%	6,945.58	4,599.46	-	2,346.12	-	-	-
4009	Rent Excise Tax	444.00	0.00%		#DIV/0!	-	-	-	-	-	-	-
4010	Nuisance	40,000.00	65.30%		#DIV/0!	26,120.26	9,128.12	6,778.96	10,213.18	-	-	-
Cumulative		\$2,414,887.00	83.33%	\$0.00	#DIV/0!	\$2,012,267.19	\$1,031,302.97	\$153,673.04	\$827,291.18	\$0.00	\$0.00	\$0.00
							\$1,031,302.97	\$1,184,976.01	\$2,012,267.19	\$2,012,267.19	\$2,012,267.19	\$2,012,267.19



City of Coffeyville's
Building Permit Report for County
 Month of April, 2014

Project Number	Short ID	Project Description	Permit Issued Date	Address / Legal	Owner Name	Value
COML-14-004	COML	Construction of a new pre-engineered metal frame, single story, slab on grade educational building for classrooms and labs.	04/01/2014	1217 W 6th St. Eagle's Addition Block 2 Lot 1, 2, 3 & 14 Lots 1, 2, and the East 27 feet of Lot 3, plus the South 23.5 feet of Lot 3; plus the North 32 feet of Lot 14.	Board of Education USD 445	\$985,000.00
HADD-14-032	HADD	Construction of a new carport adjacent to the existing garage in the side yard.	04/03/2014	703 S Willow St. Osborn's 4th Addition Block 1 Lot 18 & 19 Lot 18 plus the South 40 feet of Lot 19.	Bogardus, Jarrod J. & Christina M.	\$600.00
HADD-14-035	HADD	Re-roofing with Deck Inspection and Underlayment Lap Verification.	04/03/2014	1406 W Stark Ave. Flesher's Addition Block 4 Lot 14	Bye, Glenda Sandoval, Oliva G.	\$5,340.00
COML-14-036	COML	Re-roofing with Deck Inspection and Underlayment Lap Verification.	04/03/2014	121 W 7th St. Osborn's 1st Addition Block 4 Lot 11 & 12	Eastman Family Rev Trust	\$14,720.00
HADD-14-037	HADD	Addition of a new metal	04/07/2014	602 E 4th St.	Chapman, Gary A.	\$9,720.00

		pre-manufactured 30 foot x 42 foot x 8 foot high garage building in the rear yard.		Original City Addition Block 12 Lot 5 & 6		
HADD-14-038	HADD	Construction of a new 24 foot x 30 foot garage in the rear yard to replace existing garage to be demolished.	04/14/2014	1405 W Velma Dr. Black's Highland Addition Block 1 Lot 20 & 21 East 17.1 feet of Lot 20 and the West 39.9 feet of Lot 21.	North, Waymond D. & Angela L.	\$6,125.00
HADD-14-039	HADD	Re-roofing with Deck Inspection and Underlayment Lap Verification. Replacement of Siding and partial replacement of Windows.	04/15/2014	1014 1016 W 3rd St. Patton's 1st Addition Block 7 Lot 21 & 22	Falkner, James R. & Jo Lynn	\$6,385.45
HADD-14-041	HADD	Installation of a new metal pre-manufactured carport in the rear yard with enclosed sides.	04/22/2014	1311 W 10th St. Pleasant View 2nd Addition Block 1 Lot 18	Maxson, Susuan E.	\$1,565.00
COML-14-042	COML	Construction of a new concrete floor slab to support a moved-in wood framed structure to set on the slab.	04/28/2014	1801 W Woodland Ave. County Clerk's Sub-Division Block 1 Lot 4, 5 & 6	Taylor, James Clinton Sr. & Mary Ellen	\$2,000.00
HADD-14-043	HADD	Re-roofing with Deck Inspection and Underlayment Lap Verification.	04/29/2014	102 S Catalpa St. Tyler Gardens 3rd Addition Block 3 Lot 7	Thomas, Cherie Ann	\$8,900.00

COML-14-044	COML	Repair rafters and brickwork on southeast side of building.	04/29/2014	2 E 8th St. Original City Addition Block 44 Lot 4 & 5	The Historic Terminal Building Inc.	\$2,000.00
HADD-14-033	HADD	Construction of a new metal storage building in the side yard of the residence.	04/03/2014	1303 N Crestwood Dr. Height's Addition Block 1 Lot 3	Misch, Doug & Gail	\$5,000.00
HADD-14-034	HADD	Re-roofing with Deck Inspection and Underlayment Lap Verification.	04/03/2014	102 S Wilshire Blvd. Tyler Gardens 2nd Addition Block 2 Lot 9	Pfister, Jack P. Jr. & Barbara J.	
SIGN-14-040	SIGN	Installation of a wall mounted sign on the front fascia of brick facade. Sign to be internally lit.	04/22/2014	216 W 9th St. Original City Addition Block 49 Lot 13 West 1/2 of Lot 13.	Melchiori, Emily	
TOTALS:	Square Footage:		22,294.00	(Avg.: 1,857.83)		
	Value:		\$1,047,355.45	(Avg.: \$87,279.62)		
	Total Projects:		14			
	Permits Issued:		14			