

**REGULAR COMMISSION MEETING AGENDA**  
**TUESDAY, JUNE 9, 2015**  
**6:30 P.M.**

**A. CALL TO ORDER** – Mayor Chris Williams

**B. INVOCATION** – Rev. Dean McNamara, First Baptist Church

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

**D. REVIEW OF AGENDA**

**E. CONSENT AGENDA**

1. Regular City Commission Meeting Minutes – Tuesday, May 26, 2015
2. 2015 Appropriation Ordinance No. AO-15-10 – \$1,080,627.77
3. 2015 Appropriation Ordinance No. AO-15-10A – \$ 76.56

**REGULAR AGENDA ITEMS**

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

**G. COMMENTS FROM THE PUBLIC**

The public is free to comment on items not listed on agenda. Public participation is welcome and encouraged for all items on the agenda as the topics are discussed. Please be mindful of others who may also wish to speak and limit your time at the podium appropriately.

**H. OLD BUSINESS**

1. Ordinance No. S-15-05 – Second Reading of an Ordinance to issue Electric Utility System Revenue Bonds.

**I. NEW BUSINESS**

1. Resolution No. R-15-68 – A Resolution to authorize the sale of Electric Utility System Revenue Bonds and describe the details of the sale of the bonds.
2. Resolution No. R-15-69 – A Resolution to execute an agreement with Springsted Incorporated to provide FY 2015 continuing disclosure filings for the City of Coffeyville.
3. Resolution No. R-15-70 – A Resolution to execute Change Order No. 2 with Muller Construction for the 2014 Street Reconstruction Project.
4. Resolution No. R-15-71 – A Resolution to execute Supplemental Agreement No. 1 to Agreement No. 264-12 (KLINK projects) between the Kansas Department of Transportation and the City of Coffeyville.
5. Resolution No. R-15-72 – A Resolution to execute a real estate sales contract with Shelby Foreman for 1321 Hibbard.
6. Resolution No. R-15-73 – A Resolution to authorize payment to JCI Industrial for repair of Boiler 4 forced draft fan for the Electric Utility.
7. Resolution No. R-15-74 – A Resolution to execute a license agreement in favor of Clean Harbors, Inc.

**REGULAR COMMISSION MEETING AGENDA  
TUESDAY, JUNE 9 2015**

**2**

8. Discussion on parks board.
9. Discussion on returning commission meetings to City Hall.
10. City Manager Report
11. Comments from Commissioners and Staff

**J. EXECUTIVE SESSION(s)**

1. Non-elected personnel

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

1. Library report

**L. ADJOURN**

**REGULAR COMMISSION MEETING MINUTES**  
**TUESDAY, MAY 26, 2015**  
**6:30 P.M.**

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

Present:

MAYOR CHRIS WILLIAMS  
COMMISSIONER MARCUS KASTLER  
COMMISSIONER JUSTIN MARTIN  
COMMISSIONER CRAIG POWELL  
COMMISSIONER JIM C. TAYLOR, JR.

City Staff in attendance were:

INTERIM CITY MANAGER JAMES GRIMMETT  
CITY CLERK CINDY PRICE  
FINANCE DIRECTOR STEPHANIE RICHARDSON  
IT DIRECTOR CHRIS FELIX  
PUBLIC WORKS DIRECTOR CHUCK SHIVELY  
ENGINEERING TECH THOMAS OSBORN  
ELECTRIC UTILITY DIRECTOR GENE RATZLAFF  
POLICE CHIEF TONY CELESTE  
HR DIRECTOR MARILYNN EVENSON  
ASSISTANT TO CITY MANAGER TRISHA PURDON

**A. CALL TO ORDER** – Mayor Chris Williams

**B. INVOCATION** – Mary Wilson

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

**D. REVIEW OF AGENDA**

**E. CONSENT AGENDA**

1. Regular City Commission Meeting Minutes – Tuesday, May 12, 2015

2. 2015 Appropriation Ordinance No. AO-15-09 –

\$5,708,389.57

MOTION: Move to approve the consent agenda as presented.

ACTION: WILLIAMS                      SECOND: MARTIN  
ALL AYE

3. 2015 Appropriation Ordinance No. AO-15-09A –

\$ 1,897.75

MOTION: Move to approve Appropriation ordinance No. AO-15-09A

ACTION: WILLIAMS                      SECOND: POWELL  
ALL AYE EXCEPT TAYLOR WHO ABSTAINED

**REGULAR AGENDA ITEMS**

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

1. Public Hearing – Community Development Block Grant application

- Public Works Director Chuck Shively the City is applying for a special round grant

from the Kansas Department of Commerce. This grant will fund 90% of a project up to \$350,000. The City is submitting a grant application to replace the sidewalks in the same project area as the current street grant project. Most of the sidewalks in the area are in terrible condition or are non-existent. This project would replace the sidewalks in every block on both sides of the street in the area of Camden to Hall on 9<sup>th</sup>. A public hearing is required to be held.

- Mayor Williams opened the public hearing.
- There were no public comments; Mayor Williams closed the hearing.

2. Resolution No. R-15-61 – A Resolution to certify the City of Coffeyville has legal authority to apply for the 2015 Kansas Small Cities Community Development Block Grant.

MOTION: Move to approve Resolution No. R-15-61, R-15-62 and R-15-63 for adoption.

ACTION: WILLIAMS                      SECOND: KASTLER  
ALL AYE

3. Resolution No. R-15-62 – A Resolution to assure funds will be provided for the operation and maintenance of improvements to sidewalk system financed with CDBG funds. Approved under item I-2.

4. Resolution No. R-15-63 – A Resolution to execute an agreement with Southeast Kansas Regional Planning Commission for administrative services for the 2015 Kansas Small Cities Community Development Block Grant. Approved under item I-2.

**G. COMMENTS FROM THE PUBLIC**

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**H. OLD BUSINESS**

**I. NEW BUSINESS**

1. Resolution No. R-15-64 – A Resolution to execute a work authorization with TranSystems for a water main replacement project.

- Public Works Director Chuck Shively stated an 8” water main is located under the street pavement in the 9<sup>th</sup> Street area from Camden to Hall which is the project area for a CDBG. As the water main is very old and has had numerous leaks over the years, it is advisable to replace and relocate the main to the street right of way between the curb and the sidewalk before the street surface is replaced. City crews have replaced a portion of the main; what remains to be replaced is the main from Harding Street to Hall Street, however, staffing levels do not allow the project to be completed prior to the street construction. Staff is proposing the project be bid out which will require design and construction engineering. The proposed work authorization from TranSystems for this work is for an amount not to exceed \$71,825.

MOTION: Move to approve Resolution No. R-15-64 for adoption.

ACTION: WILLIAMS                      SECOND: TAYLOR  
          ALL AYE

2. Resolution No. R-15-65 – A Resolution to award a construction contract to Jeff Graham Construction for the 2015 Intersection and Drainage Improvement Project.

- Engineering Tech Thomas Osborn stated four bids were received for the 2015 Intersection and Drainage Improvement Project for three full intersections – 4<sup>th</sup> & Ohio, 10<sup>th</sup> & Read and 5<sup>th</sup> & Union – and four drainage swales – 7<sup>th</sup> & Lee, 12<sup>th</sup> & Buckeye, 12<sup>th</sup> & Maple and 12<sup>th</sup> & Elm. Jeff Graham Construction was the low bid for the entire project in the amount of \$330,847.65.

MOTION: Move to approve Resolution No. R-15-65 for adoption.

ACTION: WILLIAMS                      SECOND: MARTIN  
          ALL AYE

3. Resolution No. R-15-66 – A Resolution to execute an agreement with Allgeier, Martin & Associates for construction inspection for the 2015 Intersection and Drainage Improvements Project.

- Engineering Tech Thomas Osborn stated Allgeier, Martin & Associates will provide the construction inspection at a cost not to exceed \$60,000 for the 2015 Intersection and Drainage Improvements Project.

MOTION: Move to approve Resolution No. R-15-66 for adoption.

ACTION: WILLIAMS                      SECOND: POWELL  
          ALL AYE

4. Resolution No. R-15-67 – A Resolution to issue a purchase order to ISPSupplies for the purchase of wireless equipment.

- IT Manager Chris Felix stated quotes have been received for equipment for the wireless utility. The current equipment isn't capable of providing the necessary bandwidth and signals are degraded due to trees. Telrad LTE equipment will allow a higher output power which helps push a signal through the trees. ISPSupplies will allow the equipment to be tested for 30 days; if it doesn't meet expectations, the equipment can be returned for a full refund.

MOTION: Move to approve Resolution No. R-15-67 for adoption.

ACTION: WILLIAMS                      SECOND: KASTLER  
          ALL AYE

5. Discussion on parks board – no discussion held.

6. City Manager Report

- James Grimmert reported on proposed dates for a commission orientation and budget sessions.

- Trisha Purdon reported on the Retail Conference she and James Grimmett attended. Many contacts were made at the conference, and two retailers are planning to visit Coffeyville as a result of the contacts.
- Tony Celeste thanked the Commission for the opportunity to serve as Police Chief for the last three years.
- Cindy Price reported the closing on the house at 806 W. 1<sup>st</sup> Street will be on June 2.

7. Comments from Commissioners and Staff

- Commissioner Martin asked for an update on the coal storage on South Willow.
- Mayor Williams stated he had been contacted about the poor condition of the rail crossings on Fourth and First Streets.

**J. EXECUTIVE SESSION(s)**

1. Non-elected personnel

MOTION: Move to recess to executive session for the discussion of non-elected personnel to reconvene on or before 8:10 p.m. following a 10 minute break.

ACTION: MOTION: WILLIAMS      SECOND: MARTIN  
ALL AYE

Time the meeting was reconvened: 8:10 p.m.

The Mayor announced there was no action as a result of the executive session.

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

1. Sales tax report
2. Building permit report
3. City Recreation report

**L. ADJOURN**

MOTION: Move to adjourn.

ACTION: MOTION: WILLIAMS      SECOND: MARTIN  
ALL AYE

Time the meeting was adjourned: 8:10 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-15-10**

<b><u>Type</u></b>	<b><u>Date</u></b>	<b><u>Amount</u></b>
Bi-Weekly	May 24, 2015	\$ 358,999.05
	<b>Total Payroll</b>	<b>\$ 358,999.05</b>

PACKET: 02595 AO-15-10 6.9.15 PAYABLES

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
=====						
01-50045	AAXCEL OVERHEAD DOORS, INC.					
I-102358		SPRING, LABOR TO RPR BAY DOOR	335.00			
5/27/2015	AP	DUE: 6/26/2015 DISC: 6/26/2015		1099: N		
		SPRING, LABOR TO RPR BAY DOOR		010 5-041-610	BUILDING MAINTENANCE	335.00
		=== VENDOR TOTALS ===	335.00			
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01-50300	ALLGEIER, MARTIN & ASSOCIATES,					
I-COFF6115-415		4/15 SANTA FE REBUILD	540.00			
5/06/2015	AP	DUE: 6/05/2015 DISC: 6/05/2015		1099: N		
		4/15 SANTA FE REBUILD		810 5-020-478	PROFESSIONAL SERVICES	540.00
I-COFF7200214-6		4/15 2015 INTERSECTION, DRAIN	12,419.59			
5/27/2015	AP	DUE: 6/26/2015 DISC: 6/26/2015		1099: N		
		4/15 2015 INTERSECTION, DRAIN		520 5-220-478	PROFESSIONAL SERVICES	12,419.59
		=== VENDOR TOTALS ===	12,959.59			
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01-50460	AMERICAN SAFETY UTILITY CORPOR					
I-145709		MOUNTING RACKS X 2	46.44			
5/13/2015	AP	DUE: 6/12/2015 DISC: 6/12/2015		1099: N		
		MOUNTING RACKS X 2		800 5-020-520	DEPARTMENT SUPPLIES	46.44
		=== VENDOR TOTALS ===	46.44			
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01-00178	AQUATIC CENTER PETTY CASH					
I-201505292228		GOGGLES, NOSE CLIPS	45.84			
5/22/2015	AP	DUE: 6/21/2015 DISC: 6/21/2015		1099: N		
		GOGGLES, NOSE CLIPS		450 5-000-507	CONCESSIONS	45.84
I-201505292229		GOGGLES, SWIM ARMS, BALLS	37.11			
5/22/2015	AP	DUE: 6/21/2015 DISC: 6/21/2015		1099: N		
		GOGGLES, SWIM ARMS, BALLS		450 5-000-507	CONCESSIONS	37.11
		=== VENDOR TOTALS ===	82.95			
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01-50584	ARLAN COMPANY, INC.					
I-7377		25# SHOCK X 2 FOR AQUATIC CTR	218.60			
5/24/2015	AP	DUE: 5/24/2015 DISC: 5/24/2015		1099: N		
		25# SHOCK X 2 FOR AQUATIC CTR		450 5-000-525	CHEMICALS/FERTILIZERS/SE	218.60
		=== VENDOR TOTALS ===	218.60			

PACKET: 02595 AO-15-10 6.9.15 PAYABLES

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
=====						
01-50625	ARTHUR J. GALLAGHER RMS, INC.					
I-1348966		PAY #1-INSURANCE COMMISSION	7,000.00			
5/19/2015	AP	DUE: 6/18/2015 DISC: 6/18/2015		1099: N		
		PAY #1-INSURANCE COMMISSION		010 5-131-452	INSURANCE	2,333.34
		PAY #1-INSURANCE COMMISSION		800 5-040-452	INSURANCE	2,333.34
		PAY #1-INSURANCE COMMISSION		900 5-046-452	INSURANCE	1,166.66
		PAY #1-INSURANCE COMMISSION		900 5-047-452	INSURANCE	1,166.66
		=== VENDOR TOTALS ===	7,000.00			

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01-59750	AT&T					
I-0770370233-052515		RADIO CIRCUITS, SURCHARGES-PD	595.92			
5/25/2015	AP	DUE: 6/24/2015 DISC: 6/24/2015		1099: N		
		RADIO CIRCUITS, SURCHARGES-PD		010 5-023-416	COMMUNICATIONS	595.92
I-0770855608-052515		CIRCUITS, METERING, SURCHARGE	1,089.71			
5/25/2015	AP	DUE: 6/24/2015 DISC: 6/24/2015		1099: N		
		RADIO CIRCUITS		010 5-131-416	COMMUNICATIONS	328.59
		RADIO CIRCUITS		800 5-040-416	COMMUNICATIONS	195.72
		RADIO CIRCUITS		900 5-046-416	COMMUNICATIONS	86.98
		RADIO CIRCUITS		900 5-047-416	COMMUNICATIONS	86.98
		TELEMETERING		800 5-040-416	COMMUNICATIONS	337.07
		KUSF SURCHARGES		800 5-040-416	COMMUNICATIONS	21.75
		KUSF SURCHARGES		900 5-046-416	COMMUNICATIONS	10.88
		KUSF SURCHARGES		900 5-047-416	COMMUNICATIONS	10.87
		KUSF SURCHARGES		010 5-131-416	COMMUNICATIONS	10.87
		=== VENDOR TOTALS ===	1,685.63			

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01-59760	AT&T					
I-201506022246		5/15 E911	103.39			
5/23/2015	AP	DUE: 6/22/2015 DISC: 6/22/2015		1099: N		
		5/15 E911		510 5-000-416	COMMUNICATIONS	103.39
I-201506022247		5/15 E911	575.34			
5/25/2015	AP	DUE: 6/24/2015 DISC: 6/24/2015		1099: N		
		5/15 E911		510 5-000-416	COMMUNICATIONS	575.34
I-201506022248		5/15 E911	103.39			
5/23/2015	AP	DUE: 6/22/2015 DISC: 6/22/2015		1099: N		
		5/15 E911		510 5-000-416	COMMUNICATIONS	103.39
		=== VENDOR TOTALS ===	782.12			

PACKET: 02595 AO-15-10 6.9.15 PAYABLES

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
=====						
01-59780	AT&T					
I-201506022249		PLEXAR LINE	128.65			
5/23/2015	AP	DUE: 6/22/2015 DISC: 6/22/2015		1099: N		
		PLEXAR LINE		900 5-027-416	COMMUNICATIONS	128.65
		=== VENDOR TOTALS ===	128.65			
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01-03870 ATMOS ENERGY CORPORATION						
I-201506012232		612 SPRING ST	136.77			
5/18/2015	AP	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		612 SPRING ST-40% DISTRIBUTION		800 5-020-494	UTILITIES	54.70
		612 SPRING ST-60% GENERATION		800 5-030-494	UTILITIES	82.07
I-201506022251		5/15 FACILITY CHARGES	1,438.44			
6/02/2015	AP	DUE: 7/02/2015 DISC: 7/02/2015		1099: N		
		AIRPORT MAINTENANCE SHOP		360 5-000-494	UTILITIES	48.79
		AQUATIC CENTER		450 5-000-494	UTILITIES	43.50
		CEMETERY SHOP X 2 MONTHS		010 5-161-494	UTILITIES	87.00
		CUSTOMER SERVICE CENTER		010 5-017-494	UTILITIES	46.70
		FIRE DEPARTMENT		010 5-041-494	UTILITIES	93.01
		HILLCREST GOLF COURSE		370 5-000-494	UTILITIES	46.07
		POLICE IMPOUND		010 5-023-494	UTILITIES	47.34
		N RIVER ROAD - 1/2 PUBLIC SVC		010 5-161-494	UTILITIES	30.76
		N RIVER ROAD - 1/2 WATER		900 5-026-494	UTILITIES	30.75
		PUMP STATION		900 5-036-494	UTILITIES	49.95
		RON STEVENSON BUILDING		010 5-161-494	UTILITIES	45.43
		WALTER JOHNSON PARK RESTRMS		010 5-161-494	UTILITIES	46.70
		WASTEWATER TREATMENT PLANT		900 5-037-494	UTILITIES	285.27
		YOUTH ACTIVITY CENTER		140 5-134-494	UTILITIES	384.94
		1501 WEST 4TH STREET		010 5-023-494	UTILITIES	62.95
		619 WALNUT		010 5-041-494	UTILITIES	48.64
		1109 WEST 1ST STREET		010 5-072-494	UTILITIES	0.00
		1321 HIBBARD		010 5-072-494	UTILITIES	19.31
		806 WEST 1ST STREET		010 5-072-494	UTILITIES	21.33
		=== VENDOR TOTALS ===	1,575.21			
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01-00197 B. G. & SONS						
I-0112		WEED LOT MOWING 5/13/15	252.00			
5/30/2015	AP	DUE: 5/30/2015 DISC: 5/30/2015		1099: N		
		WEED LOT MOWING 5/13/15		700 5-000-424	CONTRACTUAL AGREEMENTS	252.00
I-0142		WEED LOT MOWING 5/17/15	655.00			
5/18/2015	AP	DUE: 5/18/2015 DISC: 5/18/2015		1099: N		
		WEED LOT MOWING 5/17/15		700 5-000-424	CONTRACTUAL AGREEMENTS	655.00

PACKET: 02595 AO-15-10 6.9.15 PAYABLES

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
=====						
01-00197	B. G. & SONS	( ** CONTINUED ** )				
I-0162		LOT CLEAN UP X 3	790.00			
5/27/2015	AP	DUE: 5/27/2015 DISC: 5/27/2015		1099: N		
		306 S OVERLOOK LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	35.00
		16 E BEATTY LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	400.00
		10 E 1ST CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	355.00
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I-201505292216		5/18/15 AIRPORT MOWING	365.00			
5/18/2015	AP	DUE: 5/18/2015 DISC: 5/18/2015		1099: N		
		5/18/15 AIRPORT MOWING		360 5-000-478	PROFESSIONAL SERVICES	365.00
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I-201505292217		CITY LOT MOWING THRU 5/13/15	1,500.00			
5/13/2015	AP	DUE: 5/13/2015 DISC: 5/13/2015		1099: N		
		CITY LOT MOWING THRU 5/13/15		010 5-163-424	CONTRACTUAL AGREEMENTS	1,420.00
		MOW 806 W 1ST		420 5-925-478	PROFESSIONAL SERVICES	10.00
		MOW 1321 HIBBARD		420 5-925-478	PROFESSIONAL SERVICES	10.00
		MOW 1006 W 5TH		420 5-924-478	PROFESSIONAL SERVICES	10.00
		MOW 1501 W 4TH		010 5-023-478	PROFESSIONAL SERVICES	20.00
		MOW 1401 W 8TH		010 5-017-478	PROFESSIONAL SERVICES	10.00
		MOW 619 S WALNUT		010 5-041-478	PROFESSIONAL SERVICES	20.00
		=== VENDOR TOTALS ===	3,562.00			
=====						
01-02050	BARTLETT COOP ASSOCIATION					
=====						
I-43540		30 GAL WEED KILLER X 2	742.20			
2/25/2015	AP	DUE: 3/27/2015 DISC: 3/27/2015		1099: N		
		30 GAL WEED KILLER X 2		010 5-163-525	CHEMICALS/FERTILIZERS/SE	742.20
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I-45243		30 GAL WEED KILLER X 2	742.20			
5/14/2015	AP	DUE: 6/13/2015 DISC: 6/13/2015		1099: N		
		30 GAL WEED KILLER X 2		010 5-163-525	CHEMICALS/FERTILIZERS/SE	742.20
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I-45565		PROPANE FOR GRILL	25.50			
5/26/2015	AP	DUE: 6/25/2015 DISC: 6/25/2015		1099: N		
		PROPANE FOR GRILL		450 5-000-525	CHEMICALS/FERTILIZERS/SE	25.50
=====						
I-45658		PROPANE FOR FORKLIFT	42.24			
5/27/2015	AP	DUE: 6/26/2015 DISC: 6/26/2015		1099: N		
		PROPANE FOR FORKLIFT		800 5-020-525	CHEMICALS/FERTILIZERS/SE	21.12
		PROPANE FOR FORKLIFT		800 5-030-525	CHEMICALS/FERTILIZERS/SE	21.12
		=== VENDOR TOTALS ===	1,552.14			

PACKET: 02595 AO-15-10 6.9.15 PAYABLES

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
=====						
01-53496	BDF ENTERPRISES, LTD					
I-42791		CLEAN FILTERS	22.60			
1/01/2015	AP	DUE: 1/31/2015 DISC: 1/31/2015		1099: N		
		CLEAN FILTERS		900 5-036-478	PROFESSIONAL SERVICES	22.60
		=== VENDOR TOTALS ===	22.60			
=====						
01-00282	BEST WESTERN BRICKTOWN LODGE -					
I-11150		HOTEL-CITY MANAGER CANDIDATE	102.89			
5/20/2015	AP	DUE: 5/20/2015 DISC: 5/20/2015		1099: N		
		HOTEL-CITY MANAGER CANDIDATE		010 5-012-490	TRAVEL EXPENSE REIMBURSE	102.89
		=== VENDOR TOTALS ===	102.89			
=====						
01-51307	BRENNTAG SOUTHWEST, INC.					
I-BSW612406		POLYMER FOR WTP	1,453.50			
5/14/2015	AP	DUE: 6/13/2015 DISC: 6/13/2015		1099: N		
		POLYMER FOR WTP		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,453.50
I-BSW612407		POLYMER FOR WTP	1,453.50			
5/14/2015	AP	DUE: 6/13/2015 DISC: 6/13/2015		1099: N		
		POLYMER FOR WTP		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,453.50
I-BSW614392		POLYMER FOR WTP	1,453.50			
5/21/2015	AP	DUE: 6/20/2015 DISC: 6/20/2015		1099: N		
		POLYMER FOR WTP		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,453.50
I-BSW614750		POSTASSIUM, PERMANGANATE POLY	4,908.60			
5/22/2015	AP	DUE: 6/21/2015 DISC: 6/21/2015		1099: N		
		POSTASSIUM, PERMANGANATE POLY		900 5-036-525	CHEMICALS/FERTILIZERS/SE	4,908.60
I-BSW616277		POLYMER FOR WTP	1,453.50			
5/28/2015	AP	DUE: 6/27/2015 DISC: 6/27/2015		1099: N		
		POLYMER FOR WTP		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,453.50
I-BSW616278		POLYMER FOR WTP	1,453.50			
5/28/2015	AP	DUE: 6/27/2015 DISC: 6/27/2015		1099: N		
		POLYMER FOR WTP		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,453.50
		=== VENDOR TOTALS ===	12,176.10			

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VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-51412		BURNS & MCDONNELL ENGINEERING				
I-201506012233		4/15 NEW GEN CONSTRUCTN SVCS	80,000.00			
5/05/2015	AP	DUE: 5/05/2015 DISC: 5/05/2015		1099: N		
		4/15 NEW GEN CONSTRUCTN SVCS		810 5-030-862	PLANT IMPROVEMENTS	80,000.00
I-201506012234		4/15 SOIL MANAGEMENT PLAN	4,613.00			
5/05/2015	AP	DUE: 5/05/2015 DISC: 5/05/2015		1099: N		
		4/15 SOIL MANAGEMENT PLAN		810 5-030-862	PLANT IMPROVEMENTS	4,613.00
I-201506012235		4/15 GEO TECH OVERSIGHT	10,275.00			
5/05/2015	AP	DUE: 5/05/2015 DISC: 5/05/2015		1099: N		
		4/15 GEO TECH OVERSIGHT		810 5-030-862	PLANT IMPROVEMENTS	10,275.00
I-201506012236		4/15 NEW GEN ENGINEERING SVC	244,321.00			
5/05/2015	AP	DUE: 5/05/2015 DISC: 5/05/2015		1099: N		
		4/15 NEW GEN ENGINEERING SVC		810 5-030-478	PROFESSIONAL SERVICES	244,321.00
		=== VENDOR TOTALS ===	339,209.00			
=====						
01-51591		CALIBRE PRESS				
I-28189		SEMINAR RGSTRN-S. SEWELL	209.00			
5/20/2015	AP	DUE: 5/20/2015 DISC: 5/20/2015		1099: N		
		SEMINAR RGSTRN-S. SEWELL		010 5-023-428	CONFERENCES-SCHOOLS	209.00
		=== VENDOR TOTALS ===	209.00			
=====						
01-00590		CARTER AUTOMOTIVE WAREHOUSE				
C-213189/1		CREDIT ON RETURNED SWITCH	33.52CR			
5/26/2015	AP	DUE: 5/26/2015 DISC: 5/26/2015		1099: N		
		CREDIT ON RETURNED SWITCH		010 5-163-620	EQUIPMENT MAINTENANCE	33.52CR
I-205268/1		MOWER SEAT SWITCH	13.46			
5/21/2015	AP	DUE: 6/20/2015 DISC: 6/20/2015		1099: N		
		MOWER SEAT SWITCH		010 5-163-620	EQUIPMENT MAINTENANCE	13.46
I-210973/1		12 VOLT BATTERY	89.58			
5/12/2015	AP	DUE: 6/11/2015 DISC: 6/11/2015		1099: N		
		12 VOLT BATTERY		010 5-041-590	VEHICLE-EQUIP SUPPLIES	89.58
I-210974/1		1 TERMINAL LUG	1.67			
5/12/2015	AP	DUE: 6/11/2015 DISC: 6/11/2015		1099: N		
		1 TERMINAL LUG		010 5-041-590	VEHICLE-EQUIP SUPPLIES	1.67
I-211487/1		MOWER BLADE X 3	41.79			
5/22/2015	AP	DUE: 6/21/2015 DISC: 6/21/2015		1099: N		
		MOWER BLADE X 3		010 5-163-620	EQUIPMENT MAINTENANCE	41.79

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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
=====						
01-00590		CARTER AUTOMOTIVE WAREHOUSE ( ** CONTINUED ** )				
I-211968/1		BELT AND ANTIFREEZE	58.93			
5/18/2015	AP	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		SERPENTINE BELT		010 5-041-680	VEHICLE-PARTS	21.13
		ANTIFREEZE - 4 GALLON		010 5-041-590	VEHICLE-EQUIP SUPPLIES	37.80
I-212134/1		30LB R134A FREON	99.99			
5/19/2015	AP	DUE: 6/18/2015 DISC: 6/18/2015		1099: N		
		30LB R134A FREON		010 5-071-525	CHEMICALS/FERTILIZERS/SE	99.99
I-212156/1		FILTERS FOR STOCK	76.07			
5/19/2015	AP	DUE: 6/18/2015 DISC: 6/18/2015		1099: N		
		FILTERS FOR STOCK		010 5-163-620	EQUIPMENT MAINTENANCE	76.07
I-212371/1		RATCHET STRAP FOR BUCKET	5.43			
5/20/2015	AP	DUE: 6/19/2015 DISC: 6/19/2015		1099: N		
		RATCHET STRAP FOR BUCKET		800 5-020-520	DEPARTMENT SUPPLIES	5.43
I-212403/1		SEPARATOR FOR ROLLER	10.64			
5/20/2015	AP	DUE: 6/19/2015 DISC: 6/19/2015		1099: N		
		SEPARATOR FOR ROLLER		010 5-163-620	EQUIPMENT MAINTENANCE	10.64
I-212821/1		TURN SIGNAL LIGHT ASSY	19.12			
5/22/2015	AP	DUE: 6/21/2015 DISC: 6/21/2015		1099: N		
		TURN SIGNAL LIGHT ASSY		010 5-163-680	VEHICLE-PARTS	19.12
I-213004/1		DIESEL FUEL ADDITIVE	6.23			
5/26/2015	AP	DUE: 6/25/2015 DISC: 6/25/2015		1099: N		
		DIESEL FUEL ADDITIVE		900 5-026-545	MOTOR FUELS/LUBRICANTS	6.23
I-213005/1		U-JOINT	13.06			
5/26/2015	AP	DUE: 6/25/2015 DISC: 6/25/2015		1099: N		
		U-JOINT		370 5-000-620	EQUIPMENT MAINTENANCE	13.06
I-213288/1		BOLT X 2	5.96			
5/27/2015	AP	DUE: 6/26/2015 DISC: 6/26/2015		1099: N		
		BOLT X 2		010 5-163-520	DEPARTMENT SUPPLIES	5.96
I-213436/1		INSPECT ARMS, RODS, QT OIL	75.50			
5/28/2015	AP	DUE: 6/27/2015 DISC: 6/27/2015		1099: N		
		OIL		010 5-023-545	MOTOR FUELS/LUBRICANTS	5.50
		INSPECT ROCKER ARMS, PUSH RODS		010 5-023-690	VEHICLE-LABOR	70.00
I-214146/1		SEPARATOR X 2	34.92			
6/01/2015	AP	DUE: 7/01/2015 DISC: 7/01/2015		1099: N		
		SEPARATOR X 2		010 5-163-680	VEHICLE-PARTS	34.92

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00590	CARTER AUTOMOTIVE WAREHOUSE	( ** CONTINUED ** )				
I-214151/1		BALL JOINT X 2 FOR MOWER	7.28			
6/01/2015	AP	DUE: 7/01/2015 DISC: 7/01/2015		1099: N		
		BALL JOINT X 2 FOR MOWER		010 5-163-620	EQUIPMENT MAINTENANCE	7.28
		=== VENDOR TOTALS ===	526.11			
=====						

01-00680 CITY TREASURER						
I-201505292218		DENTAL CLAIMS PAID-DELTA	1,616.00			
5/21/2015	AP	DRAFT CK# 000000 5/22/2015		1099: N		
		DENTAL CLAIMS PAID-DELTA		350 5-716-310	HEALTH INSURANCE	1,616.00
I-201505292219		HEALTH CLAIMS PD/ADMIN EXPENS	473.08			
5/19/2015	AP	DRAFT CK# 000000 5/22/2015		1099: N		
		HEALTH CLAIMS PAID - BCBS		350 5-716-310	HEALTH INSURANCE	458.81
		ADMINISTRATIVE EXPENSE - BCBS		350 5-716-310	HEALTH INSURANCE	14.27
I-201505292220		HEALTH CLAIMS PAID-MERITAIN	17,717.28			
5/18/2015	AP	DRAFT CK# 000000 5/26/2015		1099: N		
		HEALTH CLAIMS PAID-MERITAIN		350 5-716-310	HEALTH INSURANCE	17,717.28
I-201505292221		HEALTH CLAIMS PD/ADMIN EXPENS	120.13			
5/26/2015	AP	DRAFT CK# 000000 5/29/2015		1099: N		
		HEALTH CLAIMS PAID - BCBS		350 5-716-310	HEALTH INSURANCE	116.51
		ADMINISTRATIVE EXPENSE - BCBS		350 5-716-310	HEALTH INSURANCE	3.62
I-201505292222		HEALTH CLAIMS PAID-MERITAIN	9,661.72			
5/26/2015	AP	DRAFT CK# 000000 6/02/2015		1099: N		
		HEALTH CLAIMS PAID-MERITAIN		350 5-716-310	HEALTH INSURANCE	9,661.72
I-201506032259		HEALTH CLAIMS PD/ADMIN EXPENS	1,312.17			
6/03/2015	AP	DRAFT CK# 000000 6/05/2015		1099: N		
		HEALTH CLAIMS PAID - BCBS		350 5-716-310	HEALTH INSURANCE	1,272.59
		ADMINISTRATIVE EXPENSE - BCBS		350 5-716-310	HEALTH INSURANCE	39.58
		=== VENDOR TOTALS ===	30,900.38			
=====						

01-00720 CLOUGH OIL COMPANY, INC.						
I-155043		TOWELS, LINERS, TISSUE	84.40			
5/18/2015	AP	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		TOWELS, LINERS, TISSUE		010 5-041-520	DEPARTMENT SUPPLIES	84.40
I-155070		OIL FOR SLUDGE BELT	58.00			
5/21/2015	AP	DUE: 6/20/2015 DISC: 6/20/2015		1099: N		
		OIL FOR SLUDGE BELT		900 5-037-545	MOTOR FUELS/LUBRICANTS	58.00

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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
=====						
01-00720	CLOUGH OIL COMPANY, INC. ( ** CONTINUED ** )					
I-155104		20# FLOOR DRY X 10	89.90			
5/26/2015	AP	DUE: 6/25/2015 DISC: 6/25/2015		1099: N		
		20# FLOOR DRY X 10		010 5-041-520	DEPARTMENT SUPPLIES	89.90
		=== VENDOR TOTALS ===	232.30			
=====						
01-00721	CLOUGH SERVICE					
I-44395496		FUEL-PUBLIC SVC-THRU 5/24/15	1,030.77			
5/26/2015	AP	DUE: 5/26/2015 DISC: 5/26/2015		1099: N		
		FUEL-PUBLIC SVC-THRU 5/24/15		010 5-163-545	MOTOR FUELS/LUBRICANTS	1,030.77
I-44395498		FUEL-ENGINEERING-THRU 5/24	142.45			
5/26/2015	AP	DUE: 5/26/2015 DISC: 5/26/2015		1099: N		
		FUEL-ENGINEERING-THRU 5/24		010 5-071-545	MOTOR FUELS/LUBRICANTS	142.45
I-44395499		FUEL-POLICE-THRU 5/24	1,221.22			
5/26/2015	AP	DUE: 5/26/2015 DISC: 5/26/2015		1099: N		
		FUEL-POLICE-THRU 5/24		010 5-023-545	MOTOR FUELS/LUBRICANTS	1,221.22
I-44395500		FUEL-ACO-THRU 5/24	149.27			
5/26/2015	AP	DUE: 5/26/2015 DISC: 5/26/2015		1099: N		
		FUEL-ACO-THRU 5/24		010 5-025-545	MOTOR FUELS/LUBRICANTS	149.27
I-44395501		FUEL-FIRE-THRU 5/24	557.09			
5/26/2015	AP	DUE: 5/26/2015 DISC: 5/26/2015		1099: N		
		FUEL-FIRE-THRU 5/24		010 5-041-545	MOTOR FUELS/LUBRICANTS	557.09
I-44395502		FUEL-CODE ENFRMNT-THRU 5/24	66.88			
5/26/2015	AP	DUE: 5/26/2015 DISC: 5/26/2015		1099: N		
		FUEL-CODE ENFRMNT-THRU 5/24		010 5-045-545	MOTOR FUELS/LUBRICANTS	66.88
I-44395503		FUEL-WATER DIST-THRU 5/24	415.62			
5/26/2015	AP	DUE: 5/26/2015 DISC: 5/26/2015		1099: N		
		FUEL-WATER DIST-THRU 5/24		900 5-026-545	MOTOR FUELS/LUBRICANTS	415.62
I-44395504		FUEL-WW COLLECTION-THRU 5/24	135.80			
5/26/2015	AP	DUE: 5/26/2015 DISC: 5/26/2015		1099: N		
		FUEL-WW COLLECTION-THRU 5/24		900 5-027-545	MOTOR FUELS/LUBRICANTS	135.80
I-44395505		FUEL-WATER TRTMNT-THRU 5/24	89.89			
5/26/2015	AP	DUE: 5/26/2015 DISC: 5/26/2015		1099: N		
		FUEL-WATER TRTMNT-THRU 5/24		900 5-036-545	MOTOR FUELS/LUBRICANTS	89.89
I-44395506		FUEL-WW TREATMENT-THRU 5/24	75.80			
5/26/2015	AP	DUE: 5/26/2015 DISC: 5/26/2015		1099: N		
		FUEL-WW TREATMENT-THRU 5/24		900 5-037-545	MOTOR FUELS/LUBRICANTS	75.80

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00721	CLOUGH SERVICE	( ** CONTINUED ** )				
I-44395507		FUEL-METER READERS-THRU 5/24	129.70			
5/26/2015	AP	DUE: 5/26/2015 DISC: 5/26/2015		1099: N		
		FUEL-METER READERS-THRU 5/24		010 5-017-545	MOTOR FUELS/LUBRICANTS	129.70
I-44395508		FUEL-ELECTRIC DIST-THRU 5/24	815.09			
5/26/2015	AP	DUE: 5/26/2015 DISC: 5/26/2015		1099: N		
		FUEL-ELECTRIC DIST-THRU 5/24		800 5-020-545	MOTOR FUELS/LUBRICANTS	815.09
I-44395509		FUEL-ELECTRIC GEN-THRU 5/24	216.55			
5/26/2015	AP	DUE: 5/26/2015 DISC: 5/26/2015		1099: N		
		FUEL-ELECTRIC GEN-THRU 5/24		800 5-030-545	MOTOR FUELS/LUBRICANTS	216.55
I-44395510		FUEL-ELECTRIC ADMIN-THRU 5/24	41.65			
5/26/2015	AP	DUE: 5/26/2015 DISC: 5/26/2015		1099: N		
		FUEL-ELECTRIC ADMIN-THRU 5/24		800 5-040-545	MOTOR FUELS/LUBRICANTS	41.65
I-44395511		FUEL-W/WW ADMIN-THRU 5/24	46.65			
5/26/2015	AP	DUE: 5/26/2015 DISC: 5/26/2015		1099: N		
		FUEL-W/WW ADMIN-THRU 5/24		900 5-046-545	MOTOR FUELS/LUBRICANTS	46.65
I-44395512		FUEL-STORMWATER-THRU 5/24	357.97			
5/26/2015	AP	DUE: 5/26/2015 DISC: 5/26/2015		1099: N		
		FUEL-STORMWATER-THRU 5/24		760 5-000-545	MOTOR FUELS/LUBRICANTS	357.97
I-44395514		FUEL-IT-THRU 5/24	78.66			
5/26/2015	AP	DUE: 5/26/2015 DISC: 5/26/2015		1099: N		
		FUEL-IT-THRU 5/24		010 5-018-545	MOTOR FUELS/LUBRICANTS	78.66
		=== VENDOR TOTALS ===	5,571.06			
=====						
01-00740	COFFEYVILLE AIRCRAFT, INC.					
I-2015-2		2ND QTR 2015 SERVICE AGREEMEN	225.00			
5/28/2015	AP	DUE: 6/27/2015 DISC: 6/27/2015		1099: N		
		2ND QTR 2015 SERVICE AGREEMENT		360 5-000-424	CONTRACTUAL AGREEMENTS	225.00
		=== VENDOR TOTALS ===	225.00			
=====						
01-00840	COFFEYVILLE DOCTORS CLINIC PA					
I-201505292231		PRE-EMPLOYMENT PHYSICALS	640.00			
5/21/2015	AP	DUE: 6/20/2015 DISC: 6/20/2015		1099: N		
		PRE-EMPLOYMENT PHYSICALS X 3		010 5-163-478	PROFESSIONAL SERVICES	194.00
		PRE-EMPLOYMENT PHYSICALS X 4		370 5-000-478	PROFESSIONAL SERVICES	446.00
		=== VENDOR TOTALS ===	640.00			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00950	COFFEYVILLE MUNICIPAL BAND					
I-2015		FY 2015 CONCERT SEASON	6,000.00			
5/12/2015	AP	DUE: 6/11/2015 DISC: 6/11/2015		1099: N		
		FY 2015 CONCERT SEASON		010 5-131-412	BUDGETED PAYMENTS	6,000.00
		=== VENDOR TOTALS ===	6,000.00			
=====						
01-52157	COMPLETE CONSTRUCTION, LLC					
I-1		PAY #1-PERKINS BLDG RENOVATIO	63,468.80			
6/03/2015	AP	DUE: 6/03/2015 DISC: 6/03/2015		1099: N		
		PAY #1-PERKINS BLDG RENOVATION		520 5-350-805	BUILDING	63,468.80
		=== VENDOR TOTALS ===	63,468.80			
=====						
01-01090	COUNTRY MART WEST #611					
I-201505292230		JALAPENOS, POWDER SUGAR	24.00			
5/29/2015	AP	DUE: 6/28/2015 DISC: 6/28/2015		1099: N		
		JALAPENOS, POWDER SUGAR		450 5-000-507	CONCESSIONS	24.00
		=== VENDOR TOTALS ===	24.00			
=====						
01-57405	COX BUSINESS SERVICES					
I-201505292215		CABLE FOR PRO SHOP	89.12			
5/23/2015	AP	DUE: 6/22/2015 DISC: 6/22/2015		1099: N		
		CABLE FOR PRO SHOP		370 5-000-424	CONTRACTUAL AGREEMENTS	89.12
I-201505292223		CEMETERY TELEPHONE SERVICE	13.12			
5/14/2015	AP	DUE: 6/13/2015 DISC: 6/13/2015		1099: N		
		CEMETERY TELEPHONE SERVICE		010 5-163-416	COMMUNICATIONS	13.12
		=== VENDOR TOTALS ===	102.24			
=====						
01-55232	CRISWELL ENGINEERING, LLC					
I-1444		5/15 PREVENTIVE MAINT-DISTRBT	5,613.04			
5/20/2015	AP	DUE: 5/20/2015 DISC: 5/20/2015		1099: N		
		5/15 PREVENTIVE MAINT DISTRBTN		800 5-020-424	CONTRACTUAL AGREEMENTS	5,613.04
I-1445		5/15 PREVENTIVE MAINT-GENERAT	1,284.00			
6/02/2015	AP	DUE: 6/02/2015 DISC: 6/02/2015		1099: N		
		5/15 PREVENTIVE MAINT-GENERATN		800 5-030-424	CONTRACTUAL AGREEMENTS	1,284.00
I-1446		5/15 PREVENTIVE MAINT-DISTRBT	6,088.23			
6/02/2015	AP	DUE: 6/02/2015 DISC: 6/02/2015		1099: N		
		5/15 PREVENTIVE MAINT-DISTRBTN		800 5-020-424	CONTRACTUAL AGREEMENTS	6,088.23
		=== VENDOR TOTALS ===	12,985.27			

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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
=====						
01-01212		CUT IT OUT TREE TRIMMING & LAW				
I-629068		2000 BLK OF 6TH ST TREE TRIMM	250.00			
5/23/2015	AP	DUE: 5/23/2015 DISC: 5/23/2015		1099: N		
		2000 BLK OF 6TH ST TREE TRIMMI		700 5-000-424	CONTRACTUAL AGREEMENTS	250.00
		=== VENDOR TOTALS ===	250.00			
=====						
01-52980		DIVERSIFIED ELECTRIC SUPPLY CO				
I-495508		HIGH VOLTAGE LINEMAN GLOVES	124.11			
5/07/2015	AP	DUE: 6/06/2015 DISC: 6/06/2015		1099: N		
		HIGH VOLTAGE LINEMAN GLOVES		800 5-020-570	SAFETY EQUIPMENT	124.11
I-501665		INSULINKS SLEEVES X 300	111.33			
5/19/2015	AP	DUE: 6/18/2015 DISC: 6/18/2015		1099: N		
		INSULINKS SLEEVES X 300		800 5-020-520	DEPARTMENT SUPPLIES	111.33
		=== VENDOR TOTALS ===	235.44			
=====						
01-52993		DOCUMENT DESTRUCTION, INC.				
I-7783		5/17/15 SHREDDING SERVICE	60.00			
5/17/2015	AP	DUE: 6/16/2015 DISC: 6/16/2015		1099: N		
		5/17/15 SHREDDING SERVICE		010 5-017-424	CONTRACTUAL AGREEMENTS	20.00
		5/17/15 SHREDDING SERVICE		010 5-131-424	CONTRACTUAL AGREEMENTS	20.00
		5/17/15 SHREDDING SERVICE		010 5-023-424	CONTRACTUAL AGREEMENTS	20.00
		=== VENDOR TOTALS ===	60.00			
=====						
01-01220		DOLLAR TIRE STORE				
I-25237		28" REPAIR, BOOT	87.50			
5/05/2015	AP	DUE: 6/04/2015 DISC: 6/04/2015		1099: N		
		28" REPAIR, BOOT		010 5-163-575	TIRES & TUBES	87.50
I-25243		16" REPAIR	12.50			
5/06/2015	AP	DUE: 6/05/2015 DISC: 6/05/2015		1099: N		
		16" REPAIR		010 5-017-575	TIRES & TUBES	12.50
I-25253		VALVE EXTENSION, STABILIZER	25.00			
5/06/2015	AP	DUE: 6/05/2015 DISC: 6/05/2015		1099: N		
		VALVE EXTENSION, STABILIZER		010 5-041-575	TIRES & TUBES	25.00
I-25351		23X10-50-12 TURF SAVER	79.95			
5/12/2015	AP	DUE: 6/11/2015 DISC: 6/11/2015		1099: N		
		23X10-50-12 TURF SAVER		010 5-163-575	TIRES & TUBES	79.95

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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
=====						
01-01220	DOLLAR TIRE STORE	( ** CONTINUED ** )				
I-25360		25" ROTATION, PLUG REPAIR	125.00			
5/12/2015	AP	DUE: 6/11/2015 DISC: 6/11/2015		1099: N		
		25" ROTATION, PLUG REPAIR		900 5-037-575	TIRES & TUBES	125.00
I-25384		16" REPAIR	12.50			
5/13/2015	AP	DUE: 6/12/2015 DISC: 6/12/2015		1099: N		
		16" REPAIR		010 5-041-575	TIRES & TUBES	12.50
I-25405		22X11-10 KENDA MOWER TIRE X 4	460.00			
5/14/2015	AP	DUE: 6/13/2015 DISC: 6/13/2015		1099: N		
		22X11-10 KENDA MOWER TIRE X 4		010 5-163-575	TIRES & TUBES	460.00
I-25437		16" REPAIR	15.00			
5/18/2015	AP	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		16" REPAIR		010 5-163-575	TIRES & TUBES	15.00
I-25469		245/75-17 FIRESTONE X 2	440.00			
5/19/2015	AP	DUE: 6/18/2015 DISC: 6/18/2015		1099: N		
		245/75-17 FIRESTONE X 2		900 5-027-575	TIRES & TUBES	440.00
I-25487		195/75-14 HANKOOK X 2, TUBES	264.00			
5/20/2015	AP	DUE: 6/19/2015 DISC: 6/19/2015		1099: N		
		195/75-14 HANKOOK X 2, TUBES		010 5-163-575	TIRES & TUBES	264.00
I-25488		12" REPAIR	10.00			
5/20/2015	AP	DUE: 6/19/2015 DISC: 6/19/2015		1099: N		
		12" REPAIR		010 5-163-575	TIRES & TUBES	10.00
I-25503		18" TIRE ROTATION	20.00			
5/21/2015	AP	DUE: 6/20/2015 DISC: 6/20/2015		1099: N		
		18" TIRE ROTATION		010 5-023-575	TIRES & TUBES	20.00
I-25537		215/85-16 NEXEN	150.20			
5/22/2015	AP	DUE: 6/21/2015 DISC: 6/21/2015		1099: N		
		215/85-16 NEXEN		010 5-163-575	TIRES & TUBES	150.20
I-25565		17" REPAIR	12.50			
5/26/2015	AP	DUE: 6/25/2015 DISC: 6/25/2015		1099: N		
		17" REPAIR		010 5-025-575	TIRES & TUBES	12.50
I-25595		16" REPAIR	12.50			
5/27/2015	AP	DUE: 6/26/2015 DISC: 6/26/2015		1099: N		
		16" REPAIR		010 5-045-575	TIRES & TUBES	12.50
I-25613		15" REPAIR	12.50			
5/28/2015	AP	DUE: 6/27/2015 DISC: 6/27/2015		1099: N		
		15" REPAIR		010 5-163-575	TIRES & TUBES	12.50

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-01220	DOLLAR TIRE STORE	( ** CONTINUED ** )				
I-25622		16.5" REPAIR	15.00			
5/28/2015	AP	DUE: 6/27/2015 DISC: 6/27/2015		1099: N		
		16.5" REPAIR		010 5-163-575	TIRES & TUBES	15.00
I-25624		16.5" TUBE	20.00			
5/28/2015	AP	DUE: 6/27/2015 DISC: 6/27/2015		1099: N		
		16.5" TUBE		010 5-163-575	TIRES & TUBES	20.00
		=== VENDOR TOTALS ===	1,774.15			
=====						

01-01270	DUSTY ADAMS					
I-201506032260		REIMBURSE UNIFORM SHIRTS	132.18			
5/31/2015	AP	DUE: 5/31/2015 DISC: 5/31/2015		1099: N		
		REIMBURSE UNIFORM SHIRTS		010 5-023-515	CLOTHING	132.18
I-201506032261		REIMBURSE UNIFORM PANTS	85.48			
6/01/2015	AP	DUE: 6/01/2015 DISC: 6/01/2015		1099: N		
		REIMBURSE UNIFORM PANTS		010 5-023-515	CLOTHING	85.48
		=== VENDOR TOTALS ===	217.66			
=====						

01-53255	EMERGENCY MEDICAL PRODUCTS, IN					
I-1734966		GLUCOSE TEST STRIPS, SOLUTION	48.67			
4/30/2015	AP	DUE: 5/30/2015 DISC: 5/30/2015		1099: N		
		GLUCOSE TEST STRIPS, SOLUTION		010 5-041-570	SAFETY EQUIPMENT	48.67
		=== VENDOR TOTALS ===	48.67			
=====						

01-53292	ENVIROLOGICS, INC.					
I-5551D4189		INTERIOR TANK COATING-BLR #4	18,350.00			
5/13/2015	AP	MANUAL CK# 003647 5/29/2015		1099: N		
		INTERIOR TANK COATING-BLR #4		800 5-030-478	PROFESSIONAL SERVICES	18,350.00
		=== VENDOR TOTALS ===	18,350.00			
=====						

01-53307	ENVIRONMENTAL PRODUCTS & ACCES					
I-218058		HOSE FOR SEWER CAMERA	1,374.00			
5/27/2015	AP	DUE: 5/27/2015 DISC: 5/27/2015		1099: N		
		HOSE FOR SEWER CAMERA		900 5-027-620	EQUIPMENT MAINTENANCE	1,374.00
		=== VENDOR TOTALS ===	1,374.00			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-53357		EVOQUA WATER TECHNOLOGIES, LLC				
I-902177116		LAB SUPPLIES=PP LAB	198.54			
5/20/2015	AP	DUE: 5/20/2015 DISC: 5/20/2015		1099: N		
		LAB SUPPLIES=PP LAB		800 5-030-525	CHEMICALS/FERTILIZERS/SE	198.54
		=== VENDOR TOTALS ===	198.54			
=====						
01-53435		FASTENAL COMPANY				
I-KSCOF803681		HEX CAP SCREWS X 25	15.02			
5/21/2015	AP	DUE: 6/20/2015 DISC: 6/20/2015		1099: N		
		HEX CAP SCREWS X 25		800 5-020-520	DEPARTMENT SUPPLIES	15.02
I-KSCOF80550		BOLT X 10	3.00			
5/06/2015	AP	DUE: 6/05/2015 DISC: 6/05/2015		1099: N		
		BOLT X 10		010 5-163-520	DEPARTMENT SUPPLIES	3.00
I-KSCOF80655		METRIC NUT X 5	2.00			
5/19/2015	AP	DUE: 6/18/2015 DISC: 6/18/2015		1099: N		
		METRIC NUT X 5		370 5-000-520.02	DEPARTMENT SUPPLIES-MAIN	2.00
I-KSCOF80666		NUTS, BOLTS, WASHERS, SCREWS	25.18			
5/20/2015	AP	DUE: 6/19/2015 DISC: 6/19/2015		1099: N		
		NUTS, BOLTS, WASHERS, SCREWS		800 5-020-520	DEPARTMENT SUPPLIES	25.18
I-KSCOF80729		GATORADE	10.53			
5/27/2015	AP	DUE: 6/26/2015 DISC: 6/26/2015		1099: N		
		GATORADE		010 5-163-520	DEPARTMENT SUPPLIES	10.53
I-KSCOF80732		NUTS, BOLTS, WASHERS	62.89			
5/27/2015	AP	DUE: 6/26/2015 DISC: 6/26/2015		1099: N		
		NUTS, BOLTS, WASHERS		800 5-020-520	DEPARTMENT SUPPLIES	62.89
I-KSCOF80741		QUIKMARK X 12	31.11			
5/28/2015	AP	DUE: 6/27/2015 DISC: 6/27/2015		1099: N		
		QUIKMARK X 12		900 5-026-520	DEPARTMENT SUPPLIES	31.11
I-KSCOF80745		FINISH SCREW X 50	11.29			
5/28/2015	AP	DUE: 6/27/2015 DISC: 6/27/2015		1099: N		
		FINISH SCREW X 50		010 5-163-520	DEPARTMENT SUPPLIES	11.29
I-KSCOF80746		REFLECTOR CONE X 25	878.63			
5/28/2015	AP	DUE: 6/27/2015 DISC: 6/27/2015		1099: N		
		REFLECTOR CONES - 1/2		900 5-026-570	SAFETY EQUIPMENT	439.31
		REFLECTOR CONES - 1/2		900 5-027-570	SAFETY EQUIPMENT	439.32
I-KSCOF80753		REFLECTOR CONE BASE X 25	439.69			
5/29/2015	AP	DUE: 6/28/2015 DISC: 6/28/2015		1099: N		
		REFLECTOR CONE BASES - 1/2		900 5-026-570	SAFETY EQUIPMENT	219.84
		REFLECTOR CONE BASES - 1/2		900 5-027-570	SAFETY EQUIPMENT	219.85
		=== VENDOR TOTALS ===	1,479.34			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-53474	FERGUSON ENTERPRISES, INC.					
I-0464096		MANHOLE HOOK X 2	63.79			
5/13/2015	AP	DUE: 5/13/2015 DISC: 5/13/2015		1099: N		
		MANHOLE HOOK X 2		900 5-027-580	TOOLS	63.79
		=== VENDOR TOTALS ===	63.79			
=====						
01-01378	FIELD KINDLEY HIGH SCHOOL					
I-201506052262		CALENDAR AD-FIRE DEPARTMENT	150.00			
6/05/2015	AP	MANUAL CK# 003649 6/05/2015		1099: N		
		CALENDAR AD-FIRE DEPARTMENT		010 5-041-482	PUBLIC NOTICES	150.00
		=== VENDOR TOTALS ===	150.00			
=====						
01-53510	FIRE ENGINEERING					
I-201506022242		SUBSCRIPTION RENEWAL	21.00			
6/02/2015	AP	DUE: 7/02/2015 DISC: 7/02/2015		1099: N		
		SUBSCRIPTION RENEWAL		010 5-041-444	DUES/SUBSCRIPTION/PUBLIC	21.00
		=== VENDOR TOTALS ===	21.00			
=====						
01-01329	FIREX, INC					
I-033811		INSPECTION	150.00			
5/13/2015	AP	DUE: 6/12/2015 DISC: 6/12/2015		1099: N		
		INSPECTION		360 5-000-570	SAFETY EQUIPMENT	150.00
		=== VENDOR TOTALS ===	150.00			
=====						
01-53743	G & G DOZER LLC					
I-7051		30 YD PU/RESET TREE DUMP	300.00			
5/26/2015	AP	DUE: 6/25/2015 DISC: 6/25/2015		1099: N		
		30 YD PU/RESET TREE DUMP		700 5-000-424	CONTRACTUAL AGREEMENTS	300.00
I-7052		40 YD PU/RESET TREE DUMP	375.00			
5/26/2015	AP	DUE: 6/25/2015 DISC: 6/25/2015		1099: N		
		40 YD PU/RESET TREE DUMP		700 5-000-424	CONTRACTUAL AGREEMENTS	375.00
		=== VENDOR TOTALS ===	675.00			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-01527	GENE RATZLAFF					
I-201506022252		MEALS-NY, NY-BOND RATING	103.00			
6/01/2015	AP	DUE: 6/01/2015 DISC: 6/01/2015		1099: N		
		MEALS-NY, NY-BOND RATING		810 5-030-490	TRAVEL EXPENSE REIMBURSE	103.00
		=== VENDOR TOTALS ===	103.00			
=====						
01-54032	GRAYBAR ELECTRIC COMPANY, INC.					
I-978892773		LINEMAN FALL RESTRAINTS	430.00			
5/18/2015	AP	DUE: 5/18/2015 DISC: 5/18/2015		1099: N		
		LINEMAN FALL RESTRAINTS		800 5-020-570	SAFETY EQUIPMENT	430.00
		=== VENDOR TOTALS ===	430.00			
=====						
01-54240	HARCROS CHEMICALS, INC.					
I-060067414		AQUA AMMONIA FOR WTP	942.40			
5/26/2015	AP	DUE: 6/25/2015 DISC: 6/25/2015		1099: N		
		AQUA AMMONIA FOR WTP		900 5-036-525	CHEMICALS/FERTILIZERS/SE	942.40
		=== VENDOR TOTALS ===	942.40			
=====						
01-60222	HD SUPPLY WATERWORKS, LTD.					
I-D801434		GASKETS, BOLTS, NUTS	24.28			
5/21/2015	AP	DUE: 5/21/2015 DISC: 5/21/2015		1099: N		
		GASKETS, BOLTS, NUTS		900 5-026-840	METERS/INSTR/TRANFRMRS	24.28
I-D837049		T-HEAD BOLT X 150	321.00			
5/21/2015	AP	DUE: 5/21/2015 DISC: 5/21/2015		1099: N		
		T-HEAD BOLT X 150		900 5-026-520	DEPARTMENT SUPPLIES	321.00
I-D924481		90 BEND	220.37			
5/21/2015	AP	DUE: 5/21/2015 DISC: 5/21/2015		1099: N		
		90 BEND		900 5-026-555	PLUMBING SUPPLIES	220.37
I-D943075		SADDLES, TUBING, CORPS	1,749.22			
5/21/2015	AP	DUE: 5/21/2015 DISC: 5/21/2015		1099: N		
		SADDLES, TUBING, CORPS		900 5-026-555	PLUMBING SUPPLIES	1,749.22
I-D943992		INSERT X 2	5.00			
5/21/2015	AP	DUE: 5/21/2015 DISC: 5/21/2015		1099: N		
		INSERT X 2		900 5-026-555	PLUMBING SUPPLIES	5.00
		=== VENDOR TOTALS ===	2,319.87			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-01750	HEYMANN IRON & METAL					
I-0014892		FLAT IRON X 40FT	41.48			
5/22/2015	AP	DUE: 6/21/2015 DISC: 6/21/2015		1099: N		
		FLAT IRON X 40FT		800 5-030-520	DEPARTMENT SUPPLIES	41.48
		=== VENDOR TOTALS ===	41.48			
=====						
01-01770	HILLCREST GOLF COURSE PETTY CA					
I-1200		9 CASES BEER FROM LDF	157.60			
5/19/2015	AP	DUE: 6/18/2015 DISC: 6/18/2015		1099: N		
		9 CASES BEER FROM LDF		370 5-000-506	BEER-GOLF COURSE	157.60
I-1201		16 CASES BEER FROM BEST BEV	338.55			
5/19/2015	AP	DUE: 6/18/2015 DISC: 6/18/2015		1099: N		
		16 CASES BEER FROM BEST BEV		370 5-000-506	BEER-GOLF COURSE	338.55
		=== VENDOR TOTALS ===	496.15			
=====						
01-54685	IBT, INC.					
I-6556148		BORE SEAL FOR TRAILER	14.80			
5/21/2015	AP	DUE: 6/20/2015 DISC: 6/20/2015		1099: N		
		BORE SEAL FOR TRAILER		010 5-163-620	EQUIPMENT MAINTENANCE	14.80
		=== VENDOR TOTALS ===	14.80			
=====						
01-54810	INDEPENDENCE OVERHEAD DOOR, IN					
I-38051		BAY DOOR REPAIR	85.00			
5/19/2015	AP	DUE: 6/18/2015 DISC: 6/18/2015		1099: N		
		BAY DOOR REPAIR		010 5-041-610	BUILDING MAINTENANCE	85.00
		=== VENDOR TOTALS ===	85.00			
=====						
01-56328	IRONWORKS WELDING & FABRICATIO					
I-763		CUSTOM METER LID X 4	385.00			
5/20/2015	AP	DUE: 6/19/2015 DISC: 6/19/2015		1099: N		
		CUSTOM METER LID X 4		900 5-026-840	METERS/INSTR/TRANFRMRS	385.00
		=== VENDOR TOTALS ===	385.00			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-01930	ISHAM TRUE VALUE HARDWARE					
I-5327		TIMER FOR RESTLAWN FOUNTAIN	12.99			
5/04/2015	AP	DUE: 6/03/2015 DISC: 6/03/2015		1099: N		
		TIMER FOR RESTLAWN FOUNTAIN		760 5-000-520	DEPARTMENT SUPPLIES	12.99
I-5328		MALE HOSE COUPLING	6.49			
5/06/2015	AP	DUE: 6/05/2015 DISC: 6/05/2015		1099: N		
		MALE HOSE COUPLING		010 5-163-520	DEPARTMENT SUPPLIES	6.49
I-5329		BROOM X 2	20.28			
5/12/2015	AP	DUE: 6/11/2015 DISC: 6/11/2015		1099: N		
		BROOM X 2		010 5-041-520	DEPARTMENT SUPPLIES	20.28
I-5330		TUBES X 6	21.55			
5/12/2015	AP	DUE: 6/11/2015 DISC: 6/11/2015		1099: N		
		TUBES X 6		800 5-030-520	DEPARTMENT SUPPLIES	21.55
I-5331		PLUG, TEE, ELL, HEADLAMP	35.46			
5/13/2015	AP	DUE: 6/12/2015 DISC: 6/12/2015		1099: N		
		PLUG, TEE, ELL, HEADLAMP		800 5-030-520	DEPARTMENT SUPPLIES	35.46
I-5332		GAS CAP, HITCH PIN	12.74			
5/13/2015	AP	DUE: 6/12/2015 DISC: 6/12/2015		1099: N		
		GAS CAP, HITCH PIN		010 5-041-520	DEPARTMENT SUPPLIES	12.74
I-5334		SCREWS, PADLOCKS X 5	77.32			
5/14/2015	AP	DUE: 6/13/2015 DISC: 6/13/2015		1099: N		
		SCREWS, PADLOCKS X 5		800 5-030-520	DEPARTMENT SUPPLIES	77.32
I-5335		ELBOW	10.88			
5/14/2015	AP	DUE: 6/13/2015 DISC: 6/13/2015		1099: N		
		ELBOW		010 5-041-620	EQUIPMENT MAINTENANCE	10.88
I-5336		WALLBOARD SAW	8.18			
5/15/2015	AP	DUE: 6/14/2015 DISC: 6/14/2015		1099: N		
		WALLBOARD SAW		800 5-030-580	TOOLS	8.18
I-5337		50' HOSE FOR PARK RESTROOM	36.00			
5/15/2015	AP	DUE: 6/14/2015 DISC: 6/14/2015		1099: N		
		50' HOSE FOR PARK RESTROOM		010 5-163-520	DEPARTMENT SUPPLIES	36.00
I-5338		BOLTS FOR TRAILER	3.00			
5/15/2015	AP	DUE: 6/14/2015 DISC: 6/14/2015		1099: N		
		BOLTS FOR TRAILER		010 5-041-620	EQUIPMENT MAINTENANCE	3.00
I-5339		CLOSE, BELL REDUCER X 2	8.79			
5/15/2015	AP	DUE: 6/14/2015 DISC: 6/14/2015		1099: N		
		CLOSE, BELL REDUCER X 2		800 5-030-520	DEPARTMENT SUPPLIES	8.79

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-01930	ISHAM TRUE VALUE HARDWARE	( ** CONTINUED ** )				
I-5340		SILICONE CAULK TUBES X 8	52.30			
5/18/2015	AP	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		SILICONE CAULK TUBES X 8		800 5-030-520	DEPARTMENT SUPPLIES	52.30
I-5341		ROPE FOR RESTLAWN FLAGS	45.14			
5/19/2015	AP	DUE: 6/18/2015 DISC: 6/18/2015		1099: N		
		ROPE FOR RESTLAWN FLAGS		010 5-163-520	DEPARTMENT SUPPLIES	45.14
I-5342		LOCK WASHERS X 100	5.77			
5/27/2015	AP	DUE: 6/26/2015 DISC: 6/26/2015		1099: N		
		LOCK WASHERS X 100		800 5-020-520	DEPARTMENT SUPPLIES	5.77
		=== VENDOR TOTALS ===	356.89			
=====						
01-55116	ISP SUPPLIES					
I-INV-22774		TELRAD LTE EQUIPMENT TRIAL	11,328.34			
5/28/2015	AP	MANUAL CK# 003646 5/28/2015		1099: N		
		TELRAD LTE EQUIPMENT TRIAL		720 5-000-850	OTHER EQUIPMENT	11,328.34
		=== VENDOR TOTALS ===	11,328.34			
=====						
01-55120	ITRON, INC.					
I-369394		5/15-7/15 SOFTWARE MAINT-FINA	620.09			
4/11/2015	AP	DUE: 5/11/2015 DISC: 5/11/2015		1099: N		
		5/15-7/15 SOFTWARE MAINT-FINAL		010 5-017-448	EQUIPMENT-RENTAL/SERVICE	620.09
		=== VENDOR TOTALS ===	620.09			
=====						
01-01660	JAMES GRIMMETT					
I-201506022243		MEALS-PARSONS-FIRE SCHOOL	30.00			
6/02/2015	AP	DUE: 7/02/2015 DISC: 7/02/2015		1099: N		
		MEALS-PARSONS-FIRE SCHOOL		010 5-041-490	TRAVEL EXPENSE REIMBURSE	30.00
		=== VENDOR TOTALS ===	30.00			
=====						
01-59550	JOE SMITH COMPANY, INC.					
I-908242		CANDY BARS, CHIPS	187.61			
5/20/2015	AP	DUE: 6/19/2015 DISC: 6/19/2015		1099: N		
		CANDY BARS, CHIPS		370 5-000-507	CONCESSIONS	187.61
I-908263		CANDY, SYRUP, CHEESE, CAKE	840.74			
5/20/2015	AP	DUE: 6/19/2015 DISC: 6/19/2015		1099: N		
		CANDY, SYRUP, CHEESE, CAKE		450 5-000-507	CONCESSIONS	840.74

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-59550	JOE SMITH COMPANY, INC. ( ** CONTINUED ** )					
I-909408		CHILI SAUCE, CANDY	78.91			
5/28/2015	AP	DUE: 6/27/2015 DISC: 6/27/2015		1099: N		
		CHILI SAUCE, CANDY		450 5-000-507	CONCESSIONS	78.91
		=== VENDOR TOTALS ===	1,107.26			
=====						
01-55700	KANSAS HIGHWAY PATROL					
I-6271826 - 6271850		KHP VINS	50.00			
5/22/2015	AP	DUE: 6/21/2015 DISC: 6/21/2015		1099: N		
		KHP VINS		250 5-000-424	CONTRACTUAL AGREEMENTS	50.00
I-6271851 - 6271875		KHP VINS	48.00			
6/02/2015	AP	DUE: 7/02/2015 DISC: 7/02/2015		1099: N		
		KHP VINS		250 5-000-424	CONTRACTUAL AGREEMENTS	48.00
		=== VENDOR TOTALS ===	98.00			
=====						
01-02070	KANSAS LUMBER COMPANY					
C-280695		RETURN LUMBER	11.70CR			
5/07/2015	AP	DUE: 5/07/2015 DISC: 5/07/2015		1099: N		
		RETURN LUMBER		370 5-000-610	BUILDING MAINTENANCE	11.70CR
I-280364		12 TUBES ROOFING GLUE	73.80			
4/29/2015	AP	DUE: 5/29/2015 DISC: 5/29/2015		1099: N		
		12 TUBES ROOFING GLUE		370 5-000-610	BUILDING MAINTENANCE	73.80
I-280543		CAULK, SCREWS, LUMBER, KNIFE	139.85			
5/04/2015	AP	DUE: 6/03/2015 DISC: 6/03/2015		1099: N		
		CAULK, SCREWS, LUMBER		370 5-000-610	BUILDING MAINTENANCE	131.40
		TAPING KNIFE		010 5-163-580	TOOLS	8.45
I-280624		FORMING BOARDS-MOWER RAMP	29.40			
5/05/2015	AP	DUE: 6/04/2015 DISC: 6/04/2015		1099: N		
		FORMING BOARDS-MOWER RAMP		010 5-163-520	DEPARTMENT SUPPLIES	29.40
I-280675		FOUNDATION VENT-RADIO TOWER	27.50			
5/06/2015	AP	DUE: 6/05/2015 DISC: 6/05/2015		1099: N		
		FOUNDATION VENT-RADIO TOWER		010 5-092-610	BUILDING MAINTENANCE	27.50
I-280834		FORMING BOARDS-MOWER RAMPS	31.80			
5/07/2015	AP	DUE: 6/06/2015 DISC: 6/06/2015		1099: N		
		FORMING BOARDS-MOWER RAMPS		010 5-163-520	DEPARTMENT SUPPLIES	31.80
I-280878		FORMING BOARDS-MOWER RAMPS	31.80			
5/12/2015	AP	DUE: 6/11/2015 DISC: 6/11/2015		1099: N		
		FORMING BOARDS-MOWER RAMPS		010 5-163-520	DEPARTMENT SUPPLIES	31.80

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-02070	KANSAS LUMBER COMPANY	( ** CONTINUED ** )				
I-281012		COMBO HEAD SCREW	6.39			
5/15/2015	AP	DUE: 6/14/2015 DISC: 6/14/2015		1099: N		
		COMBO HEAD SCREW		800 5-030-520	DEPARTMENT SUPPLIES	6.39
I-281019		LUMBER FOR COOLING TOWER	11.95			
5/15/2015	AP	DUE: 6/14/2015 DISC: 6/14/2015		1099: N		
		LUMBER FOR COOLING TOWER		800 5-030-520	DEPARTMENT SUPPLIES	11.95
I-281088		FORMING BOARDS	43.77			
5/18/2015	AP	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		FORMING BOARDS		010 5-163-520	DEPARTMENT SUPPLIES	43.77
I-281107		CONCRETE BLOCKS, CAPS	29.26			
5/18/2015	AP	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		CONCRETE BLOCKS, CAPS		900 5-026-520	DEPARTMENT SUPPLIES	29.26
I-281158		150' ROLL REMESH	90.15			
5/14/2015	AP	DUE: 6/13/2015 DISC: 6/13/2015		1099: N		
		150' ROLL REMESH		010 5-163-520	DEPARTMENT SUPPLIES	90.15
I-281232		FORMING BOARDS	20.70			
5/21/2015	AP	DUE: 6/20/2015 DISC: 6/20/2015		1099: N		
		FORMING BOARDS		010 5-163-520	DEPARTMENT SUPPLIES	20.70
		=== VENDOR TOTALS ===	524.67			
=====						

01-55749	KANSAS MUNICIPAL ENERGY AGENCY					
I-NERC-COMP-15-05		4/15 SPP NERC COMPLIANCE	1,215.00			
5/22/2015	AP	DUE: 5/22/2015 DISC: 5/22/2015		1099: N		
		4/15 SPP NERC COMPLIANCE		800 5-022-478	PROFESSIONAL SERVICES	1,215.00
		=== VENDOR TOTALS ===	1,215.00			
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01-55790	KANSAS MUNICIPAL UTILITIES, IN					
I-200000865		KMU CONFERENCE REGISTRATION	675.00			
4/16/2015	AP	DUE: 5/16/2015 DISC: 5/16/2015		1099: N		
		CONF REGISTRATION-SHOOK		800 5-040-428	CONFERENCES-SCHOOLS	225.00
		CONF REGISTRATION-ONESLAGER		800 5-022-428	CONFERENCES-SCHOOLS	225.00
		CONF REGISTRATION-LAWSON		800 5-030-428	CONFERENCES-SCHOOLS	225.00
		=== VENDOR TOTALS ===	675.00			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-55810	KANSAS ONE-CALL SYSTEM, INC.					
I-5050200		5/15 LOCATE FEES	146.00			
5/31/2015	AP	DUE: 6/30/2015 DISC: 6/30/2015		1099: N		
		5/15 LOCATE FEES-ELEC 50%		800 5-020-478	PROFESSIONAL SERVICES	73.00
		5/15 LOCATE FEES-WATER 25%		900 5-026-478	PROFESSIONAL SERVICES	36.50
		5/15 LOCATE FEES-WATER 25%		900 5-027-478	PROFESSIONAL SERVICES	36.50
		=== VENDOR TOTALS ===	146.00			

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01-59960	KANSAS STATE TREASURER					
I-201506022253		5/15 FEES, SURCHARGES	1,844.50			
5/29/2015	AP	DUE: 6/28/2015 DISC: 6/28/2015		1099: N		
		5/15 JUDICAL EDUCATION FUND		010 5-013-460	PAYMENTS TO STATE AGENCY	28.54
		5/15 LAW ENFORCEMENT TRAINING		010 5-013-460	PAYMENTS TO STATE AGENCY	1,140.96
		5/15 DUI FINES		010 5-013-460	PAYMENTS TO STATE AGENCY	675.00
		=== VENDOR TOTALS ===	1,844.50			

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01-56100	KRIZ-DAVIS COMPANY					
I-S101027708.002		MATERIAL FOR SANTA FE REBUILD	13,878.47			
5/19/2015	AP	DUE: 6/18/2015 DISC: 6/18/2015		1099: N		
		MATERIAL FOR SANTA FE REBUILD		810 5-020-850	OTHER EQUIPMENT	13,878.47
I-S101027708.003		STIRRUP CONNECTORS X 11	549.07			
5/21/2015	AP	DUE: 6/20/2015 DISC: 6/20/2015		1099: N		
		STIRRUP CONNECTORS X 11		800 5-020-850	OTHER EQUIPMENT	549.07
I-S101064857.002		METER CANS W/TEST SWITCHES	1,758.22			
5/15/2015	AP	DUE: 6/14/2015 DISC: 6/14/2015		1099: N		
		METER CANS W/TEST SWITCHES		800 5-020-840	METERS/INSTR/TRANFRMRS	1,758.22
		=== VENDOR TOTALS ===	16,185.76			

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01-57484	L6, INC.					
I-6149		TEST, REPAIR VALVES-BOILER #4	6,135.00			
5/20/2015	AP	DUE: 5/20/2015 DISC: 5/20/2015		1099: N		
		TEST, REPAIR VALVES-BOILER #4		800 5-030-620	EQUIPMENT MAINTENANCE	6,135.00
		=== VENDOR TOTALS ===	6,135.00			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-02220	LOGAN & COMPANY, INC.					
I-2015136		JOINT REPAIR-FD FAN-BOILER #4	2,662.00			
5/18/2015	AP	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		JOINT REPAIR-FD FAN-BOILER #4		800 5-030-620	EQUIPMENT MAINTENANCE	2,662.00
		=== VENDOR TOTALS ===	2,662.00			

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01-02320	MCCULLOUGH PLUMBING COMPANY					
I-006444		REPLACE 2 1/2" WATER SVC LINE	4,091.48			
5/13/2015	AP	DUE: 6/12/2015 DISC: 6/12/2015		1099: N		
		REPLACE 2 1/2" WATER SVC LINE		450 5-000-850	OTHER EQUIPMENT	4,091.48
		=== VENDOR TOTALS ===	4,091.48			

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01-56878	MERITAIN HEALTH					
I-201505292224		6/15 HEALTH INSURANCE PREMIUM	32,277.00			
5/13/2015	AP	DUE: 5/13/2015 DISC: 5/13/2015		1099: N		
		6/15 HEALTH INSURANCE PREMIUMS		350 5-716-310	HEALTH INSURANCE	31,966.55
		R. MAINES DEPENDENT LIFE		370 1-150.16	DEPENDENT LIFE INS PAYAB	1.46
		6/15 LIFE INSURANCE		350 5-718-310	LIFE INSURANCE	308.99
		=== VENDOR TOTALS ===	32,277.00			

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01-56909	METRO COURIER, INC.					
I-0085757-IN		LAB TEST TO KDHE	40.86			
5/15/2015	AP	DUE: 5/15/2015 DISC: 5/15/2015		1099: N		
		LAB TEST TO KDHE		900 5-036-550	OFFICE SUPPLIES	40.86
		=== VENDOR TOTALS ===	40.86			

=====						
01-02394	MIKE O' CONNOR					
I-201506022240		MEALS, MILEAGE-PARSONS	58.30			
6/01/2015	AP	DUE: 6/01/2015 DISC: 6/01/2015		1099: N		
		LUNCH-PARSONS-FIRE SCHOOL		010 5-041-490	TRAVEL EXPENSE REIMBURSE	10.00
		MILEAGE-PARSONS-FIRE SCHOOL		010 5-041-490	TRAVEL EXPENSE REIMBURSE	48.30
		=== VENDOR TOTALS ===	58.30			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-02550	MONTGOMERY COUNTY ACTION COUNC					
I-2015-2		2ND QTR 2015 SERVICE AGREEMEN	6,250.00			
5/28/2015	AP	DUE: 6/27/2015 DISC: 6/27/2015		1099: N		
		2ND QTR 2015 SERVICE AGREEMENT		130 5-000-424	CONTRACTUAL AGREEMENTS	6,250.00
		=== VENDOR TOTALS ===	6,250.00			
=====						
01-02610	MULLER CONSTRUCTION, INC.					
I-15223		PAY #9-STREET IMPROVEMENTS	56,828.30			
5/28/2015	AP	DUE: 6/27/2015 DISC: 6/27/2015		1099: N		
		PAY #9-STREET IMPROVEMENTS		520 5-220-868	STREET IMPROVEMENTS	56,828.30
		=== VENDOR TOTALS ===	56,828.30			
=====						
01-57482	MYGOV, LLC					
I-105268		6/15 USER LICENSES, SUPPORT	450.00			
6/01/2015	AP	DUE: 6/01/2015 DISC: 6/01/2015		1099: N		
		6/15 SOFTWARE SUPPORT		010 5-045-424	CONTRACTUAL AGREEMENTS	125.00
		6/15 SOFTWARE SUPPORT		010 5-072-424	CONTRACTUAL AGREEMENTS	125.00
		6/15 USER LICENSES X 2		010 5-045-424	CONTRACTUAL AGREEMENTS	100.00
		6/15 USER LICENSE		010 5-041-424	CONTRACTUAL AGREEMENTS	50.00
		6/15 USER LICENSE		010 5-072-424	CONTRACTUAL AGREEMENTS	50.00
		=== VENDOR TOTALS ===	450.00			
=====						
01-57783	NEWMAN SIGNS, INC.					
I-TI-0285891		SIGN POST X 100, ANCHORS, SIG	3,277.06			
5/21/2015	AP	DUE: 6/20/2015 DISC: 6/20/2015		1099: N		
		SIGN POST X 100, ANCHORS, SIGN		010 5-163-585	TRAFFIC SIGN MATERIAL	3,277.06
		=== VENDOR TOTALS ===	3,277.06			
=====						
01-02720	O'REILLY AUTOMOTIVE, INC.					
C-0144-450247		RETURN HYDRAULIC HOSE	56.23CR			
5/14/2015	AP	DUE: 5/14/2015 DISC: 5/14/2015		1099: N		
		RETURN HYDRAULIC HOSE		010 5-163-620	EQUIPMENT MAINTENANCE	56.23CR
I-0144-444438		HYDRAULIC HOSE	56.23			
4/14/2015	AP	DUE: 5/14/2015 DISC: 5/14/2015		1099: N		
		HYDRAULIC HOSE		010 5-163-620	EQUIPMENT MAINTENANCE	56.23
I-0144-451181		HEATER HOSE, ELECTRIC TAPE	10.21			
5/19/2015	AP	DUE: 6/18/2015 DISC: 6/18/2015		1099: N		
		HEATER HOSE, ELECTRIC TAPE		900 5-037-520	DEPARTMENT SUPPLIES	10.21

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-02720	O'REILLY AUTOMOTIVE, INC. ( ** CONTINUED ** )					
I-0144-451395		BATTERY	78.39			
5/20/2015	AP	DUE: 6/19/2015 DISC: 6/19/2015		1099: N		
		BATTERY		010 5-163-620	EQUIPMENT MAINTENANCE	78.39
I-0144-451580		DUST CAP	3.99			
5/21/2015	AP	DUE: 6/20/2015 DISC: 6/20/2015		1099: N		
		DUST CAP		010 5-163-620	EQUIPMENT MAINTENANCE	3.99
I-0144-452603		MEGACRIMP, HYD HOSE, FITTING	30.79			
5/27/2015	AP	DUE: 6/26/2015 DISC: 6/26/2015		1099: N		
		MEGACRIMP, HYD HOSE, FITTING		010 5-163-620	EQUIPMENT MAINTENANCE	30.79
I-0144-452878		RADIATOR CAP	6.12			
5/28/2015	AP	DUE: 6/27/2015 DISC: 6/27/2015		1099: N		
		RADIATOR CAP		010 5-163-680	VEHICLE-PARTS	6.12
		=== VENDOR TOTALS ===	129.50			
=====						
01-02700	O.K. ELECTRIC WORKS, INC.					
I-14797		REPLACE MOTOR-MAIN POOL PUMP	3,000.00			
5/18/2015	AP	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		REPLACE MOTOR-MAIN POOL PUMP		450 5-000-850	OTHER EQUIPMENT	3,000.00
		=== VENDOR TOTALS ===	3,000.00			
=====						
01-02727	ORSCHLH COFFEYVILLE 36					
I-0113		GARDEN HOSE, NOZZLE	50.98			
4/22/2015	AP	DUE: 4/22/2015 DISC: 4/22/2015		1099: N		
		GARDEN HOSE, NOZZLE		010 5-163-520	DEPARTMENT SUPPLIES	50.98
I-0347		STRAINER, SPRAYER VALVE	25.17			
4/23/2015	AP	DUE: 4/23/2015 DISC: 4/23/2015		1099: N		
		STRAINER, SPRAYER VALVE		010 5-163-520	DEPARTMENT SUPPLIES	25.17
I-0367		COUPLING, ADAPTERS	7.07			
4/23/2015	AP	DUE: 4/23/2015 DISC: 4/23/2015		1099: N		
		COUPLING, ADAPTERS		010 5-163-520	DEPARTMENT SUPPLIES	7.07
I-0547		TAPE MEASURE, BBS	31.97			
4/23/2015	AP	DUE: 4/23/2015 DISC: 4/23/2015		1099: N		
		BBS USED TO SLIDE GASKET		010 5-163-520	DEPARTMENT SUPPLIES	5.99
		TAPE MEASURE X 2		010 5-163-580	TOOLS	25.98
I-0723		ANT SPRAY	9.98			
4/24/2015	AP	DUE: 4/24/2015 DISC: 4/24/2015		1099: N		
		ANT SPRAY		370 5-000-520.02	DEPARTMENT SUPPLIES-MAIN	9.98

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-02727	ORSCHLH	COFFEYVILLE 36				( ** CONTINUED ** )
I-1443		K9 FOOD, TRAINING PIPE	60.68			
4/27/2015	AP	DUE: 4/27/2015 DISC: 4/27/2015		1099: N		
		K9 FOOD, TRAINING PIPE		010 5-023-520	DEPARTMENT SUPPLIES	60.68
I-1679		ENAMEL PAINT, ROLLERS	91.51			
4/28/2015	AP	DUE: 4/28/2015 DISC: 4/28/2015		1099: N		
		ENAMEL PAINT, ROLLERS		760 5-000-520	DEPARTMENT SUPPLIES	91.51
I-1690		JET TRIGGER HANDGUN, ADAPTER	49.17			
4/28/2015	AP	DUE: 4/28/2015 DISC: 4/28/2015		1099: N		
		JET TRIGGER HANDGUN		360 5-000-580	TOOLS	34.99
		ADAPTER, LEAD WIRE		360 5-000-520	DEPARTMENT SUPPLIES	14.18
I-2259		CLAMP, SCREW EYES	12.53			
4/30/2015	AP	DUE: 4/30/2015 DISC: 4/30/2015		1099: N		
		CLAMP, SCREW EYES		360 5-000-520	DEPARTMENT SUPPLIES	12.53
I-2307		BRUSH KILLER, SPRAY TANK	39.98			
4/30/2015	AP	DUE: 4/30/2015 DISC: 4/30/2015		1099: N		
		BRUSH KILLER		900 5-026-525	CHEMICALS/FERTILIZERS/SE	19.99
		2 GALLON SPRAYER		900 5-026-520	DEPARTMENT SUPPLIES	19.99
I-2328		5 LB GRASS SEED	13.99			
4/30/2015	AP	DUE: 4/30/2015 DISC: 4/30/2015		1099: N		
		5 LB GRASS SEED		900 5-027-525	CHEMICALS/FERTILIZERS/SE	13.99
I-2332		REBAR STAKE, PAINT	27.59			
4/30/2015	AP	DUE: 4/30/2015 DISC: 4/30/2015		1099: N		
		REBAR STAKE, PAINT		010 5-163-520	DEPARTMENT SUPPLIES	27.59
I-2448		PORT FITTING	5.39			
5/01/2015	AP	DUE: 5/01/2015 DISC: 5/01/2015		1099: N		
		PORT FITTING		360 5-000-520	DEPARTMENT SUPPLIES	5.39
I-3558		1 GALLON CLEANER	18.99			
5/06/2015	AP	DUE: 5/06/2015 DISC: 5/06/2015		1099: N		
		1 GALLON CLEANER		900 5-037-520	DEPARTMENT SUPPLIES	18.99
I-4041		PIN CLIP X 4	7.16			
5/08/2015	AP	DUE: 5/08/2015 DISC: 5/08/2015		1099: N		
		PIN CLIP X 4		010 5-163-520	DEPARTMENT SUPPLIES	7.16
I-4703		RATCHET STRAP X 2	39.98			
5/11/2015	AP	DUE: 5/11/2015 DISC: 5/11/2015		1099: N		
		RATCHET STRAP X 2		760 5-000-580	TOOLS	39.98

PACKET: 02595 AO-15-10 6.9.15 PAYABLES

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
=====						
01-02727	ORSCHELN	COFFEYVILLE 36		( ** CONTINUED ** )		
I-4724		SPRAYER ADAPTERS, CLAMPS	57.85			
5/11/2015	AP	DUE: 5/11/2015 DISC: 5/11/2015		1099: N		
		SPRAYER ADAPTERS, CLAMPS		010 5-163-620	EQUIPMENT MAINTENANCE	57.85
I-4802		TAPE, WASHERS-POOL	15.17			
5/11/2015	AP	DUE: 5/11/2015 DISC: 5/11/2015		1099: N		
		TAPE, WASHERS-POOL		900 5-026-572	SUPPLIES-OTHER	15.17
I-4930		FUEL TANK HOSE	34.99			
5/12/2015	AP	DUE: 5/12/2015 DISC: 5/12/2015		1099: N		
		FUEL TANK HOSE		010 5-163-620	EQUIPMENT MAINTENANCE	34.99
I-6344		5 GALLON GAS CAN X 2	65.98			
4/14/2015	AP	DUE: 4/14/2015 DISC: 4/14/2015		1099: N		
		5 GALLON GAS CAN X 2		010 5-163-520	DEPARTMENT SUPPLIES	65.98
I-6530		GREASE STICK, GLOVES	35.98			
4/15/2015	AP	DUE: 4/15/2015 DISC: 4/15/2015		1099: N		
		GREASE STICK, GLOVES		010 5-163-520	DEPARTMENT SUPPLIES	35.98
I-8/983		8" PULLEY	9.99			
4/17/2015	AP	DUE: 4/17/2015 DISC: 4/17/2015		1099: N		
		8" PULLEY		010 5-163-520	DEPARTMENT SUPPLIES	9.99
I-9680		HYDRAULIC STROKE CONTROL KIT	16.99			
4/20/2015	AP	DUE: 4/20/2015 DISC: 4/20/2015		1099: N		
		HYDRAULIC STROKE CONTROL KIT		010 5-163-580	TOOLS	16.99
I-9696		16" FAN	19.99			
4/20/2015	AP	DUE: 4/20/2015 DISC: 4/20/2015		1099: N		
		16" FAN		900 5-037-520	DEPARTMENT SUPPLIES	19.99
		=== VENDOR TOTALS ===	749.08			
=====						
01-02728	ORSCHELN	COFFEYVILLE 36 - TAXA				
I-3555		BOOTS, RAINSUITS, WIPER BLADE	111.26			
5/06/2015	AP	DUE: 5/06/2015 DISC: 5/06/2015		1099: N		
		RUBBER BOOTS, RAIN SUITS		800 5-030-515	CLOTHING	89.46
		WIPER BLADES		800 5-030-590	VEHICLE-EQUIP SUPPLIES	21.80
I-3954		PVC CAP	10.90			
5/08/2015	AP	DUE: 5/08/2015 DISC: 5/08/2015		1099: N		
		PVC CAP		800 5-020-520	DEPARTMENT SUPPLIES	10.90
I-5242		TARP X 3	13.07			
5/13/2015	AP	DUE: 5/13/2015 DISC: 5/13/2015		1099: N		
		TARP X 3		800 5-030-520	DEPARTMENT SUPPLIES	13.07

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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
=====						
01-02728		ORSCHELN COFFEYVILLE 36 - TAXA( ** CONTINUED ** )				
I-6551		LOCK PIN FOR HITCH	2.17			
5/22/2015	AP	DUE: 5/22/2015 DISC: 5/22/2015		1099: N		
		LOCK PIN FOR HITCH		800 5-030-520	DEPARTMENT SUPPLIES	2.17
I-7202		LOCK PIN	2.17			
5/19/2015	AP	DUE: 5/19/2015 DISC: 5/19/2015		1099: N		
		LOCK PIN		800 5-030-520	DEPARTMENT SUPPLIES	2.17
		=== VENDOR TOTALS ===	139.57			

01-58037 PACE ANALYTICAL SERVICES, INC.

I-156181331		LAB TEST FOR WWTP	239.00			
5/18/2015	AP	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	239.00
I-156181524		LAB TEST FOR STORMWATER RAIN	250.00			
5/19/2015	AP	DUE: 6/18/2015 DISC: 6/18/2015		1099: N		
		LAB TEST FOR STORMWATER RAIN		760 5-000-478	PROFESSIONAL SERVICES	250.00
I-156181535		LAB TEST FOR WWTP	145.00			
5/20/2015	AP	DUE: 6/19/2015 DISC: 6/19/2015		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	145.00
I-156181795		LAB TEST FOR WWTP	200.00			
5/22/2015	AP	DUE: 6/21/2015 DISC: 6/21/2015		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	200.00
I-156181909		LAB TEST FOR WWTP	145.00			
5/27/2015	AP	DUE: 6/26/2015 DISC: 6/26/2015		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	145.00
I-156182014		LAB TEST FOR STORMWATER	358.00			
5/28/2015	AP	DUE: 6/27/2015 DISC: 6/27/2015		1099: N		
		LAB TEST FOR STORMWATER		760 5-000-478	PROFESSIONAL SERVICES	358.00
		=== VENDOR TOTALS ===	1,337.00			

01-58154 PEGGY L. BLAIR

I-201506022244		401 E 4TH LOT CLEAN UP	50.00			
5/22/2015	AP	DUE: 5/22/2015 DISC: 5/22/2015		1099: N		
		401 E 4TH LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	50.00
I-201506022245		406 E 10TH LOT CLEAN UP	10.00			
5/22/2015	AP	DUE: 5/22/2015 DISC: 5/22/2015		1099: N		
		406 E 10TH LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	10.00
		=== VENDOR TOTALS ===	60.00			

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-58180	PEREGRINE CORPORATION					
I-968807		4/29/15 LATE NOTICES	266.71			
5/13/2015	AP	DUE: 5/13/2015 DISC: 5/13/2015		1099: N		
		4/29/15 LATE NOTICES		010 5-017-478	PROFESSIONAL SERVICES	266.71
I-969247		5/5/15 UTILITY BILL PRINTING	1,283.52			
5/15/2015	AP	DUE: 5/15/2015 DISC: 5/15/2015		1099: N		
		5/5/15 UTILITY BILL PRINTING		010 5-017-478	PROFESSIONAL SERVICES	1,283.52
I-969253		5/12/15 LATE NOTICES	273.24			
5/15/2015	AP	DUE: 5/15/2015 DISC: 5/15/2015		1099: N		
		5/12/15 LATE NOTICES		010 5-017-478	PROFESSIONAL SERVICES	273.24
I-969682		STATEMENT BILLING PAPER	331.91			
5/19/2015	AP	DUE: 5/19/2015 DISC: 5/19/2015		1099: N		
		STATEMENT BILLING PAPER		010 5-017-550	OFFICE SUPPLIES	331.91
I-970244		5/20/15 LATE NOTICES	224.54			
5/26/2015	AP	DUE: 5/26/2015 DISC: 5/26/2015		1099: N		
		5/20/15 LATE NOTICES		010 5-017-478	PROFESSIONAL SERVICES	224.54
I-970374		5/15/15 UTILITY BILL PRINTING	1,200.45			
5/26/2015	AP	DUE: 5/26/2015 DISC: 5/26/2015		1099: N		
		5/15/15 UTILITY BILL PRINTING		010 5-017-478	PROFESSIONAL SERVICES	1,200.45
		=== VENDOR TOTALS ===	3,580.37			

01-58310 PITNEY BOWES, INC.

I-302405		DM 500 BASE ANN MAINTENANCE	697.45			
6/01/2015	AP	DUE: 7/01/2015 DISC: 7/01/2015		1099: N		
		DM 500 BASE ANN MAINTENANCE		010 5-131-448	EQUIPMENT-RENTAL/SERVICE	697.45
I-302406		DM 500 FEEDER ANN MAINTENANCE	971.50			
6/01/2015	AP	DUE: 7/01/2015 DISC: 7/01/2015		1099: N		
		DM 500 FEEDER ANN MAINTENANCE		010 5-131-448	EQUIPMENT-RENTAL/SERVICE	971.50
		=== VENDOR TOTALS ===	1,668.95			

01-58393 POOR BOY TREE SERVICE, INC.

I-201506012238		TREE TRIMMING THRU 5/22/15	4,427.41			
5/22/2015	AP	DUE: 5/22/2015 DISC: 5/22/2015		1099: N		
		TREE TRIMMING THRU 5/22/15		800 5-020-424	CONTRACTUAL AGREEMENTS	4,427.41
		=== VENDOR TOTALS ===	4,427.41			

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-58511		PROFICIENT PROPERTY MAINTENANC				
I-201506032257		WEED LOT MOWING THRU 5/19/15	420.00			
5/27/2015	AP	DUE: 5/27/2015 DISC: 5/27/2015		1099: N		
		WEED LOT MOWING THRU 5/19/15		700 5-000-424	CONTRACTUAL AGREEMENTS	420.00
		=== VENDOR TOTALS ===	420.00			
=====						
01-58970		ROMANS MOTOR COMPANY, INC.				
I-112983		BRAKE ACTUATOR	53.91			
5/28/2015	AP	DUE: 6/27/2015 DISC: 6/27/2015		1099: N		
		BRAKE ACTUATOR		010 5-163-680	VEHICLE-PARTS	53.91
		=== VENDOR TOTALS ===	53.91			
=====						
01-03251		RURAL WATER DISTRICT NO. 6				
I-201505292225		6/15 WATER USAGE-AIRPORT	15.00			
6/01/2015	AP	DUE: 7/01/2015 DISC: 7/01/2015		1099: N		
		6/15 WATER USAGE-AIRPORT		360 5-000-494	UTILITIES	15.00
I-201505292226		6/15 WATER USAGE-DEWEY PRPRTY	15.00			
6/01/2015	AP	DUE: 7/01/2015 DISC: 7/01/2015		1099: N		
		6/15 WATER USAGE-DEWEY PRPRTY		010 5-131-494	UTILITIES	15.00
		=== VENDOR TOTALS ===	30.00			
=====						
01-59102		SALINA BLUEPRINT & MICROGRAPHI				
I-82937		INK, BOND PAPER-PLOTTER	1,056.55			
5/18/2015	AP	DUE: 5/18/2015 DISC: 5/18/2015		1099: N		
		INK, BOND PAPER-PLOTTER		010 5-071-440	DRAFTING-PHOTOGRAPHIC	1,056.55
		=== VENDOR TOTALS ===	1,056.55			
=====						
01-59290		SEGA, INC.				
I-026650		4/15 AIR QUALITY COMPLIANCE	1,085.50			
5/28/2015	AP	DUE: 6/27/2015 DISC: 6/27/2015		1099: N		
		4/15 AIR QUALITY COMPLIANCE		800 5-030-478	PROFESSIONAL SERVICES	1,085.50
		=== VENDOR TOTALS ===	1,085.50			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-59310	SEKRPC					
I-15-PF-016		25% ENVIRONMENTAL CLEARANCE	5,000.00			
5/26/2015	AP	DUE: 6/25/2015 DISC: 6/25/2015		1099: N		
		25% ENVIRONMENTAL CLEARANCE		520 5-220-478	PROFESSIONAL SERVICES	5,000.00
		=== VENDOR TOTALS ===	5,000.00			
=====						
01-03400	SELCHO LOCK & KEY SERVICE					
I-201505292227		DUPLICATE KEY	1.40			
5/13/2015	AP	DUE: 6/12/2015 DISC: 6/12/2015		1099: N		
		DUPLICATE KEY		010 5-023-520	DEPARTMENT SUPPLIES	1.40
I-201506022239		DUPLICATE KEY X 12	16.80			
5/20/2015	AP	DUE: 6/19/2015 DISC: 6/19/2015		1099: N		
		DUPLICATE KEY X 12		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	16.80
I-201506032254		LOCK, 4 KEYS	52.00			
5/18/2015	AP	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		LOCK, 4 KEYS		760 5-000-520	DEPARTMENT SUPPLIES	52.00
		=== VENDOR TOTALS ===	70.20			
=====						
01-59315	SELLERS EQUIPMENT, INC.					
I-IC336022		SWEEPER GUTTER BRUSH X 24	385.21			
5/22/2015	AP	DUE: 5/22/2015 DISC: 5/22/2015		1099: N		
		SWEEPER GUTTER BRUSH X 24		010 5-163-620	EQUIPMENT MAINTENANCE	385.21
		=== VENDOR TOTALS ===	385.21			
=====						
01-03430	SERVICE OFFICE & SUPPLY, INC.					
I-178436		INK CARTRIDGE	16.99			
5/11/2015	AP	DUE: 6/10/2015 DISC: 6/10/2015		1099: N		
		INK CARTRIDGE		370 5-000-518	COMPUTER SUPPLIES	16.99
I-178437		INK CARTRIDGE	30.68			
5/12/2015	AP	DUE: 6/11/2015 DISC: 6/11/2015		1099: N		
		INK CARTRIDGE		370 5-000-518	COMPUTER SUPPLIES	30.68
I-178700		TONER CARTRIDGES X 2	238.71			
5/20/2015	AP	DUE: 6/19/2015 DISC: 6/19/2015		1099: N		
		TONER CARTRIDGES X 2		800 5-030-550	OFFICE SUPPLIES	238.71
I-178765		PENCIL SHARPENER	54.50			
5/21/2015	AP	DUE: 6/20/2015 DISC: 6/20/2015		1099: N		
		PENCIL SHARPENER		800 5-040-550	OFFICE SUPPLIES	54.50

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03430	SERVICE OFFICE & SUPPLY, INC. ( ** CONTINUED ** )					
I-178808		SIGN HERE FLAGS, LANYARDS, PE	58.08			
5/22/2015	AP	DUE: 6/21/2015 DISC: 6/21/2015		1099: N		
		SIGN HERE FLAGS, SHARPIES		010 5-131-550	OFFICE SUPPLIES	43.92
		LANYARDS		450 5-000-520	DEPARTMENT SUPPLIES	14.16
		=== VENDOR TOTALS ===	398.96			

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01-03460	SHERWIN WILLIAMS COMPANY					
I-8215-4		PAINT, BRUSHES, TRAY	47.33			
6/01/2015	AP	DUE: 7/01/2015 DISC: 7/01/2015		1099: N		
		PAINT, BRUSHES, TRAY		420 5-925-520	DEPARTMENT SUPPLIES	47.33
		=== VENDOR TOTALS ===	47.33			

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01-59900	STANION WHOLESALE ELECTRIC CO.					
C-3869405-00		RETURN HEATER ELEMENT	35.35CR			
5/19/2015	AP	DUE: 5/19/2015 DISC: 5/19/2015		1099: N		
		RETURN HEATER ELEMENT		800 5-020-572	SUPPLIES-OTHER	35.35CR
I-3859798-00		HEATER ELEMENT-WWTP REPAIRS	58.59			
5/15/2015	AP	DUE: 6/14/2015 DISC: 6/14/2015		1099: N		
		HEATER ELEMENT-WWTP REPAIRS		800 5-020-572	SUPPLIES-OTHER	58.59
I-3868488-00		HEATER ELEMENT X 3 FOR WWTP	67.87			
5/19/2015	AP	DUE: 6/18/2015 DISC: 6/18/2015		1099: N		
		HEATER ELEMENT X 3 FOR WWTP		800 5-020-572	SUPPLIES-OTHER	67.87
		=== VENDOR TOTALS ===	91.11			

=====						
01-03137	STEPHANIE RICHARDSON					
I-201506052263		MEALS-NY, NY-BOND RATING	103.00			
6/01/2015	AP	DUE: 7/01/2015 DISC: 7/01/2015		1099: N		
		MEALS-NY, NY-BOND RATING		810 5-030-490	TRAVEL EXPENSE REIMBURSE	103.00
		=== VENDOR TOTALS ===	103.00			

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01-03645	STRIMPLE SIGN & OUTDOOR POWER,					
I-25393		WHEEL, DUST CAPS, BUSHINGS	121.65			
5/15/2015	AP	DUE: 6/14/2015 DISC: 6/14/2015		1099: N		
		WHEEL, DUST CAPS, BUSHINGS		010 5-163-620	EQUIPMENT MAINTENANCE	121.65
		=== VENDOR TOTALS ===	121.65			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-60168		SYSCO OF KANSAS CITY, INC.				
I-505190817		ICE CREAM, CHIPS, PRETZELS	682.05			
5/19/2015	AP	DUE: 6/18/2015 DISC: 6/18/2015		1099: N		
		ICE CREAM, CHIPS, PRETZELS		450 5-000-507	CONCESSIONS	682.05
		=== VENDOR TOTALS ===	682.05			
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01-03770		THOMPSON BROTHERS SUPPLIES, IN				
I-646510		BANDSAW BLADE	58.30			
5/18/2015	AP	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		BANDSAW BLADE		010 5-163-520	DEPARTMENT SUPPLIES	58.30
I-646512		NITROGEN REFILL X 2	33.00			
5/18/2015	AP	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		NITROGEN REFILL X 2		010 5-071-525	CHEMICALS/FERTILIZERS/SE	33.00
I-646815		COMPRESSED HYDROGEN X 12	312.10			
5/22/2015	AP	DUE: 6/21/2015 DISC: 6/21/2015		1099: N		
		COMPRESSED HYDROGEN X 12		800 5-030-525	CHEMICALS/FERTILIZERS/SE	312.10
I-646996		SAFETY GLASSES X 24	58.32			
5/26/2015	AP	DUE: 6/25/2015 DISC: 6/25/2015		1099: N		
		SAFETY GLASSES X 24		010 5-163-570	SAFETY EQUIPMENT	58.32
I-647239		COMPRESSED HYDROGEN X 12	312.10			
5/29/2015	AP	DUE: 6/28/2015 DISC: 6/28/2015		1099: N		
		COMPRESSED HYDROGEN X 12		800 5-030-525	CHEMICALS/FERTILIZERS/SE	312.10
		=== VENDOR TOTALS ===	773.82			
=====						
01-60308		THREE "B" BRUSH MFG CORPORATIO				
I-159611		GUTTER BROOM X 4	485.27			
5/26/2015	AP	DUE: 5/26/2015 DISC: 5/26/2015		1099: N		
		GUTTER BROOM X 4		010 5-163-620	EQUIPMENT MAINTENANCE	485.27
		=== VENDOR TOTALS ===	485.27			
=====						
01-50100		TITLEIST				
I-900785512		CAPS, VISORS X 48	612.08			
5/19/2015	AP	DUE: 6/18/2015 DISC: 6/18/2015		1099: N		
		CAPS, VISORS X 48		370 5-000-508	PRO SHOP SUPPLIES	612.08
		=== VENDOR TOTALS ===	612.08			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00137	TONY CELESTE					
I-201506032258		REIMBURSE FKHS CALENDAR AD	150.00			
5/27/2015	AP	DUE: 5/27/2015 DISC: 5/27/2015		1099: N		
		REIMBURSE FKHS CALENDAR AD		010 5-023-482	PUBLIC NOTICES	150.00
		=== VENDOR TOTALS ===	150.00			
=====						
01-03810	TOOL SUPPLY, INC.					
I-0083387-00		CHAIN PULLER X 2-PUMP, MOTOR	421.38			
5/18/2015	AP	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		CHAIN PULLER X 2-PUMP, MOTOR		450 5-000-620	EQUIPMENT MAINTENANCE	421.38
I-0083392-00		HEX SCREWS, WASHERS X 12	35.45			
5/18/2015	AP	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		HEX SCREWS, WASHERS X 12		800 5-030-520	DEPARTMENT SUPPLIES	35.45
I-0083397-00		STRAIGHT CONNECT LINK X 2	5.46			
5/19/2015	AP	DUE: 6/18/2015 DISC: 6/18/2015		1099: N		
		STRAIGHT CONNECT LINK X 2		800 5-020-520	DEPARTMENT SUPPLIES	5.46
		=== VENDOR TOTALS ===	462.29			
=====						
01-60410	TOTAH COMMUNICATIONS, INC.					
I-201506032255		6/15 E911 - LIBERTY	25.00			
6/01/2015	AP	DUE: 7/01/2015 DISC: 7/01/2015		1099: N		
		6/15 E911 - LIBERTY		510 5-000-416	COMMUNICATIONS	25.00
I-201506032256		6/15 E911 - LIBERTY	25.00			
6/01/2015	AP	DUE: 7/01/2015 DISC: 7/01/2015		1099: N		
		6/15 E911 - LIBERTY		510 5-000-416	COMMUNICATIONS	25.00
		=== VENDOR TOTALS ===	50.00			
=====						
01-60475	TRANSYSTEMS CORPORATION					
I-INV-0002765283		PAY #1-CDBG 9TH ST REPAIR	854.00			
5/28/2015	AP	DUE: 6/27/2015 DISC: 6/27/2015		1099: N		
		PAY #1-CDBG 9TH ST REPAIR		520 5-220-478	PROFESSIONAL SERVICES	854.00
I-INV-0002776553		PAY #2-CDBG 9TH ST REPAIR	1,836.83			
5/28/2015	AP	DUE: 6/27/2015 DISC: 6/27/2015		1099: N		
		PAY #2-CDBG 9TH ST REPAIR		520 5-220-478	PROFESSIONAL SERVICES	1,836.83
I-INV-0002791158		PAY #3-CDBG 9TH ST REPAIR	3,110.60			
5/28/2015	AP	DUE: 6/27/2015 DISC: 6/27/2015		1099: N		
		PAY #3-CDBG 9TH ST REPAIR		520 5-220-478	PROFESSIONAL SERVICES	3,110.60

PACKET: 02595 AO-15-10 6.9.15 PAYABLES

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
=====						
01-60475	TRANSYSTEMS CORPORATION		( ** CONTINUED ** )			
-----						
I-INV-0002792898		PAY #5-8TH & NORTHEAST SERVIC	4,704.94			
5/08/2015	AP	DUE: 6/07/2015 DISC: 6/07/2015		1099: N		
		PAY #5-8TH & NORTHEAST SERVICE		520 5-000-868	STREET IMPROVEMENTS	4,704.94
		=== VENDOR TOTALS ===	10,506.37			
=====						
01-03840	TRI-STATE ELECTRIC SUPPLY COMP					
-----						
I-106446-00		SPLICING TAPE, PLASTIC TAPE	74.00			
5/06/2015	AP	DUE: 6/05/2015 DISC: 6/05/2015		1099: N		
		SPLICING TAPE, PLASTIC TAPE		800 5-030-520	DEPARTMENT SUPPLIES	74.00
-----						
I-106607-00		PATIO AND OFFICE BULBS	136.30			
5/20/2015	AP	DUE: 6/19/2015 DISC: 6/19/2015		1099: N		
		PATIO AND OFFICE BULBS		010 5-163-520	DEPARTMENT SUPPLIES	136.30
-----						
I-106621-00		SPLICING TAPE, LIGHTS X 20	172.46			
5/20/2015	AP	DUE: 6/19/2015 DISC: 6/19/2015		1099: N		
		SPLICING TAPE, PLASTIC TAPE		800 5-030-520	DEPARTMENT SUPPLIES	116.58
		CLEAR LIGHTS X 20		800 5-030-530	ELECTRICAL	55.88
-----						
I-106717-00		PHOTOCELLS, 1000 FT WIRE-STOC	610.88			
5/27/2015	AP	DUE: 6/26/2015 DISC: 6/26/2015		1099: N		
		PHOTOCELLS, 1000 FT WIRE-STOCK		800 5-020-520	DEPARTMENT SUPPLIES	610.88
-----						
I-106718-00		CONDUIT, BRIDGEPORTS-SEWER	17.73			
5/27/2015	AP	DUE: 6/26/2015 DISC: 6/26/2015		1099: N		
		CONDUIT, BRIDGEPORTS-SEWER		800 5-020-572	SUPPLIES-OTHER	17.73
-----						
I-106719-00		PLATE, 100 AMP SWITCH-PUB SVC	181.49			
5/27/2015	AP	DUE: 6/26/2015 DISC: 6/26/2015		1099: N		
		PLATE, 100 AMP SWITCH-PUB SVC		800 5-020-572	SUPPLIES-OTHER	181.49
-----						
I-106720-00		FLUORESCENT BULB X 36-WTP	150.98			
5/27/2015	AP	DUE: 6/26/2015 DISC: 6/26/2015		1099: N		
		FLUORESCENT BULB X 36-WTP		800 5-020-572	SUPPLIES-OTHER	150.98
-----						
I-106721		LED LIGHTS X 10 FOR LIBRARY	239.00			
5/27/2015	AP	DUE: 6/26/2015 DISC: 6/26/2015		1099: N		
		LED LIGHTS X 10 FOR LIBRARY		800 5-020-572	SUPPLIES-OTHER	239.00
-----						
I-106747-00		BALLAST FOR HEALTH CLINIC	90.78			
5/27/2015	AP	DUE: 6/26/2015 DISC: 6/26/2015		1099: N		
		BALLAST FOR HEALTH CLINIC		800 5-020-572	SUPPLIES-OTHER	90.78
		=== VENDOR TOTALS ===	1,673.62			

PACKET: 02595 AO-15-10 6.9.15 PAYABLES

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

01-60515 TRI-STATE ENGINEERING, INC.

I-15134		PAY #16-STREET IMPROVEMENTS	290.00			
5/21/2015	AP	DUE: 5/21/2015 DISC: 5/21/2015		1099: N		
		PAY #16-STREET IMPROVEMENTS		520 5-220-868	STREET IMPROVEMENTS	290.00
=== VENDOR TOTALS ===			290.00			

01-60690 U.S. CELLULAR

I-0086591150		5/15 MOBILE HOT SPOTS	107.28			
5/20/2015	AP	DUE: 6/19/2015 DISC: 6/19/2015		1099: N		
		5/15 MOBILE HOT SPOT		720 5-000-416	COMMUNICATIONS	26.82
		5/15 MOBILE HOT SPOT		010 5-018-416	COMMUNICATIONS	26.82
		5/15 MOBILE HOT SPOT		010 5-045-416	COMMUNICATIONS	26.82
		5/15 MOBILE HOT SPOT		010 5-071-416	COMMUNICATIONS	26.82
I-00869414876		5/15 CELL PHONE CHARGES	689.45			
5/20/2015	AP	DUE: 6/19/2015 DISC: 6/19/2015		1099: N		
		5/15 CELL PHONE CHARGE X 4		510 5-000-416	COMMUNICATIONS	69.33
		5/15 CELL PHONE CHARGE		800 5-020-416	COMMUNICATIONS	27.20
		5/15 CELL PHONE CHARGE		800 5-030-416	COMMUNICATIONS	60.70
		5/15 CELL PHONE CHARGE		800 5-040-416	COMMUNICATIONS	52.45
		5/15 CELL PHONE CHARGE X 3		900 5-036-416	COMMUNICATIONS	112.31
		5/15 CELL PHONE CHARGE X 3		900 5-026-416	COMMUNICATIONS	118.60
		5/15 CELL PHONE CHARGE		010 5-071-416	COMMUNICATIONS	27.95
		5/15 CELL PHONE CHARGE		010 5-045-416	COMMUNICATIONS	27.20
		5/15 CELL PHONE CHARGE		900 5-027-416	COMMUNICATIONS	27.20
		5/15 CELL PHONE CHARGE		900 5-037-416	COMMUNICATIONS	31.91
		5/15 CELL PHONE CHARGE		760 5-000-416	COMMUNICATIONS	27.45
		5/15 CELL PHONE CHARGE		010 5-018-416	COMMUNICATIONS	54.95
		5/15 CELL PHONE CHARGE		720 5-000-416	COMMUNICATIONS	52.20
=== VENDOR TOTALS ===			796.73			

01-60726 UPS

I-00001652XV215		SURCHARGE-MID AMERICA SIGNAL	2.18			
5/23/2015	AP	DUE: 5/23/2015 DISC: 5/23/2015		1099: N		
		SURCHARGE-MID AMERICA SIGNAL		800 5-020-550	OFFICE SUPPLIES	2.18
=== VENDOR TOTALS ===			2.18			

PACKET: 02595 AO-15-10 6.9.15 PAYABLES

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
=====						
01-03925	VWP LAWN CARE					
-----						
I-201506022241		WEED LOT MOWING THRU 5/31	2,520.00			
6/02/2015	AP	DUE: 7/02/2015 DISC: 7/02/2015		1099: N		
		WEED LOT MOWING THRU 5/31		700 5-000-424	CONTRACTUAL AGREEMENTS	2,520.00
		=== VENDOR TOTALS ===	2,520.00			
=====						
01-61053	WATCHGUARD VIDEO					
-----						
I-SSRINV0011879		REPAIR UNIT DVR MAINBOARD	244.00			
5/15/2015	AP	DUE: 5/15/2015 DISC: 5/15/2015		1099: N		
		REPAIR UNIT DVR MAINBOARD		010 5-023-690	VEHICLE-LABOR	244.00
		=== VENDOR TOTALS ===	244.00			
=====						
01-61495	XEROX CORPORATION					
-----						
I-079755344		6/15 BASE CHARGE	35.13			
6/01/2015	AP	DUE: 7/01/2015 DISC: 7/01/2015		1099: N		
		6/15 BASE CHARGE		010 5-131-448	EQUIPMENT-RENTAL/SERVICE	35.13
		=== VENDOR TOTALS ===	35.13			
		=== PACKET TOTALS ===	721,628.72			

PACKET: 02597 AO-15-10a IRONTIME SALES,

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
=====						
01-01910		IRONTIME SALES, INC.				
<hr/>						
I-0002462-IN		6" I-BEAM FOR REPAIRS	76.56			
5/15/2015	AP	DUE: 6/14/2015 DISC: 6/14/2015		1099: N		
		6" I-BEAM FOR REPAIRS		450 5-000-520	DEPARTMENT SUPPLIES	76.56
		=== VENDOR TOTALS ===	76.56			
		=== PACKET TOTALS ===	76.56			

**ORDINANCE NO. S-15-05**

**OF**

**THE CITY OF COFFEYVILLE, KANSAS**

**PASSED**

**JUNE 9, 2015**

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**ELECTRIC UTILITY SYSTEM REVENUE BONDS  
SERIES 2015-B**

**and**

**TAXABLE ELECTRIC UTILITY SYSTEM REVENUE BONDS  
SERIES 2015-C**

---

**ORDINANCE NO. S-15-05**

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF ELECTRIC UTILITY SYSTEM REVENUE BONDS, SERIES 2015-B AND TAXABLE ELECTRIC UTILITY SYSTEM REVENUE BONDS, SERIES 2015-C, OF THE CITY OF COFFEYVILLE, KANSAS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.**

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

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

**WHEREAS**, the governing body of the City has pursuant to Resolution No. R-15-01 declared its intention under the Act to acquire, construct, reconstruct, alter, repair, improve, extend or enlarge the System (the “Project”) at an estimated cost of \$62,425,400 and to issue System revenue bonds in an amount of not to exceed \$71,810,000; notice of such intention was published one time in the official newspaper of the Issuer and no sufficient written protest thereto was filed with the Clerk within fifteen (15) days after said publication date all as set forth in the Act; and

**WHEREAS**, the Series 2015-A Bonds in the amount of \$10,000,000 have previously been issued to pay a portion of the costs of the Project and the City proposes to issue the balance of the revenue bonds so authorized to pay remaining costs of the Project and to refund the previously issued revenue bonds; and

**WHEREAS**, the governing body of the City has caused plans and specifications for the Project and an estimate of the cost thereof to be made by the Consulting Engineer which have previously been accepted and approved and shall be placed on file in the office of the Clerk; and

**WHEREAS**, the Issuer has Outstanding System Indebtedness comprised of the Series 2011-A Bonds, the Series 2013-A Bonds and the Series 2015-A Bonds; and

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

**WHEREAS**, prior to or simultaneously with the issuance of the Series 2015 Bonds, such terms and conditions will be satisfied.

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

**Section 1. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein or in the Series 2011-A Resolution or Series 2013-A Resolution, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate,

words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

**“Act”** means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive (particularly K.S.A. 10-116a), K.S.A. 10-620 *et seq.* and K.S.A. 10-1201 *et seq.*, all as amended and supplemented from time to time.

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

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

**“Bond Resolution”** means, collectively, the Series 2011-A Resolution, the Series 2013-A Resolution, the Series 2015 Resolution and any other resolution to be adopted by the governing body of the City prescribing the terms and details of any Additional Bonds.

**“Bonds”** means, collectively, the Series 2011-A Bonds, the Series 2013-A Bonds, the Series 2015 Bonds and any Additional Bonds.

**“City”** means the City of Coffeyville, Kansas.

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

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

**“Fiscal Year”** means the twelve month period ending on December 31.

**“Junior Lien Obligations”** means: (a) the Series 2015-C Bonds; and (b) any other Additional Bonds or Additional Obligations payable from, and secured by a lien on the Revenues, which lien is junior to that of any Parity Bonds, but senior to that of the Subordinate Lien Bonds.

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

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

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

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

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

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

**“Project”** means the acquisition, construction, reconstruction, alterations, repair, improvements, extensions or enlargements of the System described in the Preamble to this Ordinance or any Substitute Project.

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

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

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

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

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

**“Series 2013-A Resolution”** means collectively the Issuer's Ordinance No. S-13-06 and Resolution No. R-13-98, which authorized the Series 2013-A Bonds.

**“Series 2015 Bonds”** means, collectively, the Series 2015-B Bonds and the Series 2015-C Bonds.

**“Series 2015 Resolution”** means the resolution to be adopted by the governing body of the City prescribing the terms and details of the Series 2015 Bonds and making covenants with respect thereto.

**“Series 2015-A Bonds”** means the Issuer's Taxable Electric Utility System Revenue Bonds, Series 2015-A, dated March 10, 2015.

**“Series 2015-A Resolution”** means collectively the Issuer's Ordinance No. S-15-01 and Resolution No. R-15-29, which authorized the Series 2015-A Bonds.

**“Series 2015-B Bonds”** means the Issuer's Electric Utility System Revenue Bonds, Series 2015-B, authorized by this Ordinance.

**“Series 2015-C Bonds”** means the Issuer's Taxable Electric Utility System Revenue Bonds, Series 2015-C, authorized by this Ordinance.

**“State”** means the State of Kansas.

**“Subordinate Lien Bonds”** means: (a) the Series 2013-A Bonds; and (b) any Additional Bonds or Additional Obligations payable from the Revenues on a subordinate lien basis to any Parity Bonds and Junior Lien Obligations, and which constitute general obligations of the City.

**“Substitute Project”** means a substitute or additional project of the System authorized in the manner set forth in the Bond Resolution.

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

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

**Section 2. Authorization of the Series 2015 Bonds.** There shall be issued and are hereby authorized and directed to be issued the Electric Utility System Revenue Bonds, Series 2015-B and the Taxable Electric Utility System Revenue Bonds, Series 2015-C, of the City, in the aggregate principal amount of not to exceed \$71,810,000 for the purpose of providing funds to: (a) pay a portion of the costs of the Project; (b) pay costs of issuance of the Series 2015 Bonds; (c) make a deposit to the Debt Service Reserve Account or provide for an alternative as provided in the Series 2015 Resolution. (d) pay the interest accruing on the Series 2015 Bonds during construction of the Project; and (e) refund all or a portion of the Series 2015-A Bonds.

**Section 3. Security for the Series 2015 Bonds.** The Series 2015 Bonds shall be special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the City hereby pledges said Net Revenues to the payment of the principal of and interest on the Series 2015 Bonds. The Series 2015 Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Series 2015 Bonds, either as to principal or interest.

The Series 2015-B Bonds shall constitute Parity Bonds and shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Net Revenues with any Parity Bonds. The Series 2015-B Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over other Parity Bonds; and other Parity Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Series 2015-B Bonds. The covenants and agreements of the City contained herein and in the Series 2015-B Bonds shall be for the equal benefit, protection and security of the legal owners of

any or all of the Series 2015-B Bonds, all of which Series 2015-B Bonds shall be of equal rank and without preference or priority of one Series 2015-B Bond over any other Series 2015-B Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Series 2015-B Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance.

The Series 2015-C Bonds shall constitute Junior Lien Obligations and shall be junior and subordinate with respect to the payment of principal and interest from the Net Revenues and in all other respects to the Parity Bonds and, in the event of any default in the payment of either principal of or interest on any of the System Indebtedness, all of the Net Revenues will be applied solely to the payment of the principal of and interest on the Parity Bonds until such default is cured. The Series 2015-C Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over any Parity Bonds or Parity Obligations.

**Section 5. Terms, Details and Conditions of the Series 2015 Bonds.** The Series 2015 Bonds shall be dated and bear interest, shall be in the principal amounts, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Series 2015 Resolution hereafter adopted by the governing body of the City.

**Section 6. Rate Covenant.** The City will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System, including all repairs, alterations, extensions, reconstructions, enlargements or improvements thereto hereafter constructed or acquired by the City, as will produce Revenues sufficient to (a) pay Expenses; (b) pay the principal of and interest on the Bonds as and when the same become due; and (c) provide reasonable and adequate reserves for the payment of the Parity Bonds and the interest thereon and for the protection and benefit of the System as provided in this Ordinance and the Bond Resolution. The Series 2015 Resolution may establish requirements in excess of the requirements set forth herein.

**Section 7. Further Authority.** The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 8. Governing Law.** This Ordinance and the Series 2015 Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 9. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

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**PASSED** by the governing body of the City on June 9, 2015 and signed by the Mayor.

(SEAL)

\_\_\_\_\_  
Christopher V. Williams, Mayor

ATTEST:

\_\_\_\_\_  
Cindy Price, City Clerk

APPROVED AS TO FORM ONLY.

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

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Springsted Incorporated  
9229 Ward Parkway, Suite 104  
Kansas City, MO 64114-3311

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Email: [advisors@springsted.com](mailto:advisors@springsted.com)  
[www.springsted.com](http://www.springsted.com)

TO: Mayor Chris Williams  
City Commissioners

FROM: Tom Kaleko, Senior Vice President  
Barry Fick, Senior Vice President

DATE: June 5, 2015

SUBJECT: Supplement to Staff Report for Electric Utility System Revenue Bonds, Series 2015

#### Action to Be Considered

The Commission is asked to consider an updated and revised Bond Ordinance and Bond Resolution. The Bond Ordinance is substantially the same as an Ordinance adopted by the Commission on first reading at its May 12, 2015 meeting. The Bond Ordinance authorizes the sale of two series of bonds which will finance the additional generation equipment and the new electric generation facility:

- \$48,650,000 Electric Utility System Revenue Bonds, Series 2015-B; and
- \$12,410,000 Taxable Electric Utility System Revenue Bonds, Series 2015-C  
(Collectively the "2015 Bonds")

The Bond Resolution establishes the terms and conditions for both series of Bonds.

The need to issue the 2015 Bonds as taxable is the result of Internal Revenue Code requirements. The Federal Tax Code restricts the issuance of tax-exempt bonds when both the source of bond repayment and use of bond proceeds are private in nature. In the case of the Grand River Dam Authority ("GRDA"), a portion of their customer base is made up of private, for-profit entities, which results in the need to issue the 2015-C Bonds as taxable bonds. The percentage of Coffeyville's 2015 Bonds that will be taxable approximates the percentage of revenue the GRDA receives from for-profit customers.

#### Financing Profile

The goal and purpose of the 2015 Bonds has stayed the same - to acquire and install new power generation equipment and build the new electric generation facility. However, the financing plan has evolved over time to adapt to credit rating agency requirements and current market conditions. The following is Springsted's summary of the current financing plan as reflected in the Bond Ordinance and the Bond Resolution. In the next section of this memorandum, *"What has Changed and Why?"*, we highlight the modifications from previous presentations to the Commission and explain the rationale for each change.

**Bond Amount:** The total par amount expected to be issued is \$61,060,000, which consists of \$48,650,000 in tax-exempt bonds and \$12,410,000 in taxable bonds. After paying financing costs and funding capitalized interest, the bonds will generate an estimated \$58,000,000 for equipment acquisition and construction of the electric generation facility.

**Sources for Bond Repayment:** The debt service for the Bonds is to be paid from Capacity Payments and any other payments the City will receive under its long-term Capacity Payment contract with GRDA.

**Bond Term:** The term of the 2015-B Bonds will be 27 years with final maturity in 2042. This term is designed to match the term of the City's agreement with GRDA.

The 2015-C Taxable Bonds will have an initial term of three years, and feature a mandatory tender whereby the bondholder, J.P. Morgan Chase Bank, turns in their bonds. At that time, the City may request J.P. Morgan renew the term for 3 or more years or may refinance the 2015-C Bonds using another financing option.

**Bond Sale Method:** The 2015-B Bonds will be sold through a limited placement process, with J.P. Morgan serving as placement agent. Purchasers of the 2015-B Bonds will be marketed to "qualified institutions buyers" and "accredited investors" as defined by Securities and Exchange Commission rules. Federal securities law defines who is a "qualified institutional buyer" and "accredited investor." Essentially, qualified institutional buyers are institutions or individuals that are recognized to possess sufficient financial sophistication and wealth to make large, complicated investment decisions with minimal assistance. Accredited investors are similar to qualified institutional buyers with certain distinctions.

The 2015-C Bonds will be purchased by J.P. Morgan Chase Bank, which will hold the 2015-C Bonds for its own account at least until the mandatory tender date in 2018.

**Credit Enhancement:** The City received a rating on the 2015 Bonds from Standard & Poor's and Fitch. The ratings received were 'BBB' from Standard & Poor's and 'BBB+' from Fitch. Under the revised finance plan, the 2015-B Bonds will continue to be rated and their rating is unchanged from the original rating. Since the 2015-C Bonds will be held as a bank loan by J.P. Morgan, they will not need to be rated and the ratings previously assigned to the 2015-C Bonds will be withdrawn.

To enhance the 2015-B Bonds for investors, the 2015-B Bonds will be insured by National Public Finance Guarantee. The insurance will provide that National Public Finance Guarantee will make the debt service payments should the City be unable to do so. The City would be required to ultimately reimburse the insurer for any debt service paid and certain administrative and legal fees, but the 2015-B Bonds would not go into default. By virtue of the insurance, the 2015-B Bonds will carry a rating of 'A3' (Moody's), 'AA-' (Standard & Poor's) and 'AA+' (Kroll) – the rating for National Public Finance Guarantee. They will still have their underlying rating from the two rating agencies, but investors will base their investment decision on the higher insured rating, resulting in a lower interest rate on the 2015-B Bonds.

**Debt Service Reserve:** In association with its insurance of the 2015-B Tax-exempt Bonds, National Public Finance Guarantee will also provide a surety bond to fund the debt service reserve for 2015-B Bonds. This allows the issue size to be reduced and eliminates the challenge of investing the debt service reserve fund over time.

J.P. Morgan Chase Bank is not requiring that a debt service reserve be funded for the 2015-C Bonds. J.P. Morgan has further agreed that the 2015-C Bonds will have a junior lien compared to the 2015-B and any Utility bonds issued on parity with the 2015-B Bonds. This is an advantage to the City as it allows for greater investor security on the 2015-B Bonds, which should result in slightly lower interest rates.

### What has Changed and Why?

Revisions to the financing plan were made to: (i) make the project more cost-effective; (ii) improve the City's financial flexibility; and (iii) address regulatory and rating agency requirements.

#### Cost Effectiveness

The credit ratings received on the 2015 Bonds were not as favorable as anticipated. Both Standard & Poor's and Fitch are of the opinion that the electric utility's dependence on Coffeyville Resources represents a level of customer concentration that they felt was a risk to the Utility. A high level of dependence on a single customer is considered a negative rating factor for municipal utilities. Lower than anticipated ratings translate into higher than forecasted interest rates. This is compounded by the fact that municipal bond interest rates have been increasing since mid-April of 2015. Thus, changes in the 2015 Bond structures were made in order to issue a sufficient amount of bonds to build the project, and continue to keep the debt service payments lower than the annual payments from the GRDA. By working with Burns & McDonald, the project engineers, the project budget was reduced by approximately \$2,000,000. The acquisition of bond insurance helped reduce the size (eliminating a debt service reserve) and was cost neutral for the 2015-B Bonds.

#### Financial Flexibility & Address Regulatory/Rating Agency Requirements

The underwriter, J.P. Morgan, determined that it could not distribute the 2015 Bonds to all classes of investors due in part to the credit ratings and in part due to the City's prior continuing disclosure history. Securities and Exchange Commission (SEC) rules prohibit investment banks from underwriting bonds in cases where the investment bank cannot form a reasonable expectation that the issuer will comply with its ongoing commitment to provide information to the marketplace regarding its financial status.

The City has updated its continuing disclosure filing requirements and resolved continuing disclosure questions. The City has taken steps to assure that the City will consistently meet its continuing disclosure commitments in the future. With the change to a limited placement offering from a public offering, J.P. Morgan's role changes from underwriter to placement agent for the 2015-B Bonds. In addition, the 2015-C Bonds have changed to a bank placement with J.P. Morgan from a public offering. The 2015-C Bonds are structured in a similar manner as the 2015-A Bonds that J.P. Morgan purchased from the City.

It should be noted that J.P. Morgan's change from underwriter to placement agent and the Taxable 2015-C Bonds mandatory tender feature introduce certain risks for the City. As placement agent, J.P. Morgan will not be required to purchase unsold 2015-B Bonds. J.P. Morgan was required to purchase unsold balances when it was acting as underwriter. Sale of all the 2015 Bonds is necessary in order to fund the project. Given the current financing structure, Springsted believes it is reasonable to assume that all of the 2015-B Bonds will be placed with investors, barring unexpected changes in market conditions.

With regard to the 2015-C Bonds, the mandatory tender provision in 2018 introduces two risks. First, interest rates could be higher when the refinancing occurs in 2018. Second, conditions could arise that prevent the renewal of the agreement with J.P. Morgan. One of the possible reasons for J.P. Morgan not agreeing to extend the agreement would be that the project does not perform as expected.

Offsetting those risks, the terms of the 2015-C Taxable Bonds provides the City certain advantages, most notably an opportunity to reduce the annual debt service requirements such that the combined debt service on the 2015 Bonds is below the projected contract payments from the GRDA. This is achieved with a lower initial interest rate, based on the three-year mandatory tender, and not being required to fund a debt service reserve. In addition, the initial financing costs are also lower.

If J.P. Morgan Chase Bank doesn't agree to renew the loan in 2018 as expected, the City will have various alternatives to issue long-term debt to replace the 2015-C Bonds.

### Next Steps

Springsted recommends that the Commission adopt the Bond Ordinance and pass the Bond Resolution authorizing the proposed financings. If approved, the 2015 Bonds will be sold on June 18 with closing scheduled for June 26. Sale of the bonds is subject to the parameters established in the Bond Ordinance.

As the City's Municipal Advisor, Springsted is will continue working with City staff to manage the 2015 Bonds going forward. We anticipate monitoring the 2015-C Bonds frequently to determine the best options available to the City to minimize future costs.

PC.     Stephanie Richardson  
          Gene Ratzlaff  
          Mike Shook

**RESOLUTION NO. R-15-68**

**OF**

**THE CITY OF COFFEYVILLE, KANSAS**

**ADOPTED**

**JUNE 9, 2015**

**ELECTRIC UTILITY SYSTEM REVENUE BONDS  
SERIES 2015-B**

**and**

**TAXABLE ELECTRIC UTILITY SYSTEM REVENUE BONDS  
SERIES 2015-C**

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**RESOLUTION NO. `R-15-68**

**A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF ELECTRIC UTILITY SYSTEM REVENUE BONDS, SERIES 2015-B AND TAXABLE ELECTRIC UTILITY SYSTEM REVENUE BONDS, SERIES 2015-C, OF THE CITY OF COFFEYVILLE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. S-15-05 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

---

**WHEREAS**, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Series 2015 Bonds; and

**WHEREAS**, the Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Series 2015 Bonds; and

**WHEREAS**, this Resolution constitutes a Supplemental Resolution authorizing the issuance of Additional Bonds.

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

**ARTICLE I**

**DEFINITIONS**

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein, in the Ordinance, the Series 2011-A Resolution and in the Series 2013-A Resolution, the following words and terms as used in this Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

**“Act”** means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive (particularly K.S.A. 10-116a), K.S.A. 10-620 *et seq.* and K.S.A. 10-1201 *et seq.*, all as amended and supplemented from time to time.

**“Additional Bonds”** means any bonds secured by the Revenues hereafter issued pursuant to *Article IX* hereof.

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

**“Amortization Schedule”** means, with respect to the Series 2015-C Bonds, the schedule that sets forth the principal and interest payments on the Series 2015-C Bonds, and which is attached hereto as *Schedule B*.

**“Authorized Denomination”** means: (a) with respect to the Series 2015-B Bonds, \$250,000 or integral multiples of \$25,000 in excess thereof; and (b) with respect to the Series 2015-C Bonds, the initial amount of \$[Series 2015-C Amount] or any amount of principal stated to be paid pursuant to the Amortization Schedule.

**“Balloon Indebtedness”** means Long-Term Indebtedness, 25% or more of the original principal amount of which becomes due (either by maturity or mandatory redemption) during any consecutive twelve-month period, if such principal amount becoming due is not required to be amortized below such percentage by mandatory redemption or prepayment prior to such twelve-month period.

**“Bank”** means JP Morgan Chase Bank, N.A., New York, New York, and its successors and assigns.

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

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

**“Bondholders Agreement”** means, with respect to the Series 2015-C Bonds, the Bondholders Agreement, dated June 26, 2015, between the Issuer and the Bank, as amended and supplemented from time to time.

**“Bond Insurance Policy”** means with respect to the Series 2015-B Bonds, the financial guaranty insurance policy issued by the Bond Insurer simultaneously with the delivery of the Series 2015-B Bonds insuring the scheduled payment when due of the principal of and interest on the Series 2015-B Bonds as provided therein.

**“Bond Insurer”** means: (a) with respect to the Series 2015-B Bonds, National Public Finance Guarantee Corporation, an operating subsidiary of MBIA Inc. and domiciled in the State of New York, or any successor thereto; and (b) with respect to other Additional Bonds, the entity set forth in the supplemental resolution authorizing such Additional Bonds.

**“Bond Payment Date”** means any date on which principal of or interest on any Bond is payable.

**“Bond Placement Agreement”** means, with respect to the Series 2015-B Bonds, the Bond Placement Agreement dated as of [BPA Date], 2015 between the Issuer and J.P. Morgan Securities LLC.

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

**“Bond Registrar”** means with respect to the Series 2015 Bonds, the State Treasurer, and its successors and assigns.

**“Bond Resolution”** means collectively, the Series 2011-A Resolution, the Series 2013-A Resolution, this Series 2015 Resolution and any supplemental resolution authorizing any Additional Bonds.

**“Bonds”** means collectively the Series 2011-A Bonds, the Series 2013-A Bonds, the Series 2015 Bonds and any Additional Bonds.

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

**“Cede & Co.”** means Cede & Co., as nominee of DTC and any successor nominee of DTC.

**“City”** means the City of Coffeyville, Kansas.

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

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

**“Compliance Account”** means the Compliance Account for the Series 2015-A Bonds created pursuant to *Section 501* hereof.

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

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

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

**“Costs of Issuance Accounts”** means collectively the Costs of Issuance Account-2015-B and the Costs of Issuance Account-2015-C.

**“Costs of Issuance Account-2015-B”** means the Costs of Issuance Account for Electric Utility System Revenue Bonds, Series 2015-B created pursuant to *Section 501* hereof.

**“Costs of Issuance Account-2015-C”** means the Costs of Issuance Account for Taxable Electric Utility System Revenue Bonds, Series 2015-C created pursuant to *Section 501* hereof.

**“Dated Date”** means June 26, 2015.

**“Debt Service Account-2015-B”** means the Debt Service Account for Electric Utility System Revenue Bonds, Series 2015-B created pursuant to *Section 501* hereof.

**“Debt Service Account-2015-C”** means the Debt Service Account for Taxable Electric Utility System Revenue Bonds, Series 2015-C created pursuant to *Section 501* hereof.

**“Debt Service Accounts”** means collectively the Debt Service Account-2015-B and the Debt Service Account-2015-C.

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

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

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

**“Debt Service Reserve Account-2015-B”** means the Debt Service Reserve Account for Electric Utility System Revenue Bonds, Series 2015-B created in *Section 501* hereof.

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

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

**“Default Rate”** means, with respect to the Series 2015-C Bonds, a rate per annum equal to 10.5%.

**“Defeasance Obligations”** means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

**"Depreciation and Replacement Requirement"** means an amount equal to \$100,000.

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

**"Director of Finance"** means the duly appointed and acting Director of Finance of the Issuer or, in the Director's absence, the duly appointed Deputy, Assistant or Acting Director of Finance of the Issuer.

**"Disclosure Agreement"** means, with respect to the Series 2015 Bonds, the Continuing Disclosure Undertaking dated as of the Issue Date of the Series 2015 Bonds relating to certain obligations.

**"Downgrade"** means each decrease of a Rating assigned by a Rating Agency to Parity Bonds from one Rating Category to the next lower Rating Category (without regard to any decrease thereto associated with third party credit enhancement).

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

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

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

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

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

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

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

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

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

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

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

(j) With respect to the Series 2015-C Bonds only, any other action described in Section 9.1 of the Bondholders Agreement; *provided* that any requirement for notice or lapse of time or any other condition has been satisfied.

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

**“Federal Tax Certificate”** means the Issuer's Federal Tax Certificate for the Series 2015-B Bonds, dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

**“Financeable Costs”** means the amount of expenditure for a Project which has been duly authorized by action of the governing body of the Issuer to be financed by System Indebtedness, less: (a) the amount of any System Indebtedness of the Issuer which is currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

**“Financial Guaranty Agreement”** means, with respect to the Series 2015-B Bonds, the Financial Guaranty Agreement (Issuer), dated as of June 26, 2015, between the Issuer and the Bond Insurer relating to the issuance and delivery of the Qualified Reserve Facility for the Debt Service Reserve Account-2015-B.

**“Fiscal Year”** means the twelve month period ending on December 31.

**“Fitch”** means Fitch Ratings, a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer with notice to the Bond Insurer.

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

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

**“Index Rate”** means the rate of interest set forth in *The Bond Buyer* Revenue Bond Index (or, in the event that *The Bond Buyer* does not compile such index or ceases publication, another comparable publication recognized in the municipal bond market) published for the week immediately preceding the date of determination.

**“Insurance Consultant”** means an individual or firm selected by the Issuer and acceptable to the Bond Insurer qualified to survey risks and to recommend insurance coverage for entities engaged in operations similar to those of the System and having a favorable reputation for skill and experience in making such surveys and recommendations.

**“Insurance Paying Agent/Trustee”** means, with respect to the Insured Bonds, U.S. Bank Trust National Association, or its successors and assigns.

**“Insured Bonds”** means the Series 2015-B Bonds and any Additional Bonds which have a Bond Insurance Policy issued by a Bond Insurer insuring the payment when due of the principal of and interest on such Additional Bonds.

**“Interest Payment Date(s)”** means: (a) with respect to the Series 2015-B Bonds, the Stated Maturity of an installment of interest on the Series 2015-B Bonds, which shall be June 1 and December 1 of each year, commencing December 1, 2015; and (b) with respect to the Series 2015-C Bonds: (1) the Stated Maturity of an installment of interest on the Series 2015-B Bonds, which shall be June 1 and December 1 of each year, commencing December 1, 2015; (2) the Mandatory Tender Date (as the same may be extended from time to time); and (3) the Maturity Date.

**“Interim Indebtedness”** means System Indebtedness having a term not less than one year, and not in excess of five years, incurred or assumed in anticipation of being refinanced or refunded with Long-Term Indebtedness.

**“Investment Grade Rating”** means: (a) with respect to a Rating by S&P, a Rating of “BBB-” (or its equivalent) or better; and (b) with respect to a Rating by Fitch, a Rating of “BBB-” (or its equivalent) or better.

**“Issue Date”** means, with respect to the Series 2015 Bonds, June 26, 2015.

**“Issuer”** means the City and any successors or assigns.

**“Junior Lien Obligations”** means the Series 2015-C Bonds and any other Additional Bonds or Additional Obligations payable from, and secured by a lien on the Revenues, which lien is junior to that of any Parity Bonds, but senior to that of the Subordinate Lien Bonds.

**“Limited Offering Memorandum”** means the Limited Offering Memorandum, dated [\_\_\_\_\_], 2015, relating to the Series 2015-B Bonds, as amended and supplemented.

**“Long-Term Indebtedness”** means System Indebtedness having an original stated maturity or term greater than five years, or renewable or extendible at the option of the debtor for a period greater than one year from the date of original issuance or incurrence thereof.

**“Mandatory Tender Date”** means, with respect to the Series 2015-C Bonds, June [\_\_\_], 2018, as the same may be extended by the Purchaser at the request of the Issuer pursuant to *Section 301(d)* hereof and pursuant to the Bondholders Agreement.

**“Mandatory Tender Purchase Price”** means, with respect to the Series 2015-C Bonds, an amount equal to 100% of the principal amount of the Series 2015-C Bonds subject to mandatory tender for purchase on the Mandatory Tender Date, plus accrued interest thereon, if applicable.

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

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

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

**“Maximum Rate”** means the maximum rate of interest allowable under State usury law.

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

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

**“Notice Address”** means with respect to the Series 2015 Bonds, the following:

(a) To the Issuer at:

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

(b) To the Paying Agent at:

**Series 2015 Bonds:**

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

(c) To the Purchaser:

**Series 2015-B Bonds**

[\_\_\_\_\_]

**Series 2015-C Bonds**

JP Morgan Chase Bank, N.A.  
Public Finance Credit Origination  
383 Madison Avenue, 8th Floor  
Mail Code: NY1-MO76  
New York, New York 10179

- (d) To the Placement Agent:

J.P. Morgan Securities LLC  
277 Park Avenue  
New York, New York 10172  
Fax: (212) [\_\_\_\_\_]

- (e) To the Rating Agency(ies):

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

Standard & Poor's, a division of  
The McGraw-Hill Companies  
55 Water Street, 38th Floor  
New York, New York 10004

Fitch Ratings  
One State Street Plaza  
New York, New York 10004.

- (f) To the Bond Insurer:

National Public Finance Guarantee Corporation  
1 Manhattanville Road, Suite 301  
Purchase, New York 10577  
Telephone: (914) 765-3333

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

**“Notice Representative”** means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to the Series 2015-B Purchaser, [\_\_\_\_\_]
- (d) With respect to the Bank, the manager of its Public Finance Credit Origination Group.
- (e) With respect to the Placement Agent, [\_\_\_\_\_].

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

(g) With respect to the Bond Insurer, Attention: Portfolio Surveillance Policy No. [\_\_\_\_], or electronically to [NationalPortfolioSurveillance@Nationalpfg.com](mailto:NationalPortfolioSurveillance@Nationalpfg.com) referencing Policy No. [\_\_\_\_\_].

“**Obligations**” means, with respect to the Series 2015-C Bonds, in each case, whether now in existence or hereafter arising;

(a) the principal of, and interest due on, the Series 2015-C Bonds;

(b) all obligations of the Issuer to the Purchaser under the Bondholders Agreement in connection with the maintenance of accounts, funds transfer, account analysis, cash management fees, and related items; and

(c) all indebtedness, liabilities, obligations, covenants and duties of the Issuer to the Purchaser of every kind, nature and description arising under or in respect to the Bondholders Agreement or the Series 2015-C Bonds, whether direct or indirect, absolute or contingent, due or not due, contractual or tortious, liquidated or unliquidated, and whether or not evidenced by any note, and whether or not for the payment of money including, without limitation, fees and expenses required to be paid or reimbursed pursuant to the Bondholders Agreement.

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

“**Ordinance**” means Ordinance No. S-15-05 of the Issuer authorizing the issuance of the Series 2015 Bonds, as amended from time to time.

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

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

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

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

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

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

“**Parity Bonds**” means the Outstanding Series 2011-A Bonds, Series 2015-B Bonds, and any Additional Bonds hereafter issued pursuant to *Section 902* or *Section 905* hereof.

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

**“Parity Obligations”** means any Additional Obligations hereafter issued or incurred pursuant to *Section 902* or *Section 905* hereof.

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

**“Paying Agent”** means, with respect to the Series 2015 Bonds, the State Treasurer, and its successors and assigns.

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

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

**“Placement Agent”** means J.P. Morgan Securities LLC, New York, New York.

**“Project”** shall mean the repairs, alterations, extensions, reconstructions, enlargements or improvements to the System referred to in the preamble to the Ordinance and any Substitute Project.

**“Project Account-2015-B”** means the Project Account for Electric Utility System Revenue Bonds, Series 2015-B created by *Section 501* hereof.

**“Project Account-2015-C”** means the Project Account for Taxable Electric Utility System Revenue Bonds, Series 2015-C created by *Section 501* hereof.

**“Project Fund”** means collectively the Project Account-2015-B and the Project Account-2015-C.

**“Purchase Price”** means: (a) with respect to the Series 2015-B Bonds, the amount set forth in the Bond Placement Agreement; and (b) with respect to the Series 2015-C Bonds, the amount set forth in the Bondholders Agreement.

**“Purchaser”** means: (a) with respect to the Series 2015-B Bonds, [\_\_\_\_\_]; and (b) with respect to the Series 2015-C Bonds, the Bank.

**“Put Indebtedness”** means Long-Term Indebtedness which is (a) payable or required to be purchased or redeemed from the holder by or on behalf of the underlying obligor, at the option of the holder thereof, prior to its stated maturity date, or (b) payable or required to be purchased or redeemed from the holder by or on behalf of the underlying obligor, other than at the option of the holder, prior to its stated maturity date, other than pursuant to any mandatory sinking fund or other similar fund, or other than by reason of acceleration upon the occurrence of an Event of Default under this Bond Resolution.

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

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

**“Rating Category”** means: (a) with respect to determining the interest rate calculation on the Series 2015-C Bonds only, each rating level assigned by a Rating Agency, including levels designated numerically or with a “+” or a “-”; and (b) for other purposes of this Resolution, shall mean a generic securities rating category assigned by a Rating Agency, without regard, in the case of a long-term rating category, to any refinement or gradation of such long-term rating category by a numerical modifier or otherwise.

**“Rebate Fund”** means the Rebate Fund for Electric Utility System Revenue Bonds, Series 2015-B created by *Section 501* hereof.

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

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

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

**“Redemption Fund”** means the Redemption Fund for Refunded Bonds created in *Section 501* hereof.

**“Refunded Bonds”** means the Series 2015-A Bonds maturing in the year 2015, in the principal amount of \$10,000,000.

**“Refunded Bonds Paying Agent”** means the State Treasurer, the paying agent for the Refunded Bonds as designated in the Series 2015-A Resolution, and any successor or successors at the time acting as paying agent for the Refunded Bonds.

**“Refunded Bonds Redemption Date”** means June [26], 2015.

**“Refunded Bonds Resolution”** means the Series 2015-A Resolution.

**“Refunding Bonds”** means System Indebtedness issued pursuant to *Section 905* hereof for the purpose of refunding any Outstanding System Indebtedness.

**“Reimbursement Obligation”** means any amounts payable by the Issuer to reimburse or repay the provider of a Qualified Reserve Facility for amounts paid or advanced thereunder in connection with any Bonds, and the obligation of the Issuer to pay interest payable on amounts disbursed for such purposes, plus any fees payable to the provider of such Qualified Reserve Facility.

**“Replacement Bonds”** means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 212* hereof.

**“Revenue Fund”** means the Electric Utility System Revenue Fund referred to in *Section 501* hereof.

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

**“Securities Depository”** means, initially, DTC, and its successors and assigns.

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

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

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

**“Series 2013-A Supplemental Resolution”** means collectively the Issuer's Ordinance No. S-13-06 and Resolution No. R-13-98, which authorized the Series 2013-A Bonds.

**“Series 2015 Bonds”** means collectively the Series 2015-B Bonds and the Series 2015-C Bonds.

**“Series 2015 Resolution”** means this resolution prescribing the terms and details of the Series 2015 Bonds and making covenants with respect thereto.

**“Series 2015-A Bonds”** means the Issuer's Taxable Electric Utility System Revenue Bonds, Series 2015-A, dated March 10, 2015.

**“Series 2015-A Supplemental Resolution”** means collectively the Issuer's Ordinance No. S-15-01 and Resolution No. R-15-29, which authorized the Series 2015-A Bonds.

**“Series 2015-B Bonds”** means the Issuer's Electric Utility System Revenue Bonds, Series 2015-B, authorized by the Ordinance.

**“Series 2015-B-[20\_\_] Term Bonds”** means the Series 2015-B Bonds scheduled to mature in the year [\_\_\_\_].

**“Series 2015-B-[20\_\_] Term Bonds”** means the Series 2015-B Bonds scheduled to mature in the year [\_\_\_\_].

**“Series 2015-C Bonds”** means the Issuer's Taxable Electric Utility System Revenue Bonds, Series 2015-C, authorized by the Ordinance.

**“Short-Term Indebtedness”** means System Indebtedness having an original maturity less than or equal to one year from the date of original incurrence thereof, and not renewable or extendible at the option of the obligor thereon for a term greater than one year beyond the date of original issuance.

**“Special Record Date”** means the date fixed by the Paying Agent pursuant to *Section 207* hereof for the payment of Defaulted Interest.

**“Standard & Poor's”** means Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc., New York, New York, a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Standard & Poor's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer with notice to the Bond Insurer.

**“State”** means the state of Kansas.

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

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

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

**“Substitute Project”** means a substitute or additional project of the System authorized in the manner set forth in *Section 504(a)* of this Bond Resolution.

**“Surplus Account”** means the Electric Utility System Surplus Account referred to in *Section 501* hereof.

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

“**System Indebtedness**” means collectively the Bonds and any Additional Obligations which are payable out of, or secured by an interest in, the Revenues.

“**Term Bonds**” means any Series 2015 Bonds designated as Term Bonds in this Resolution and any Bonds designated as Term Bonds in the Bond Resolution or in any supplemental resolution authorizing the issuance of Additional Bonds.

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

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

“**Variable Rate Indebtedness**” means any System Indebtedness which provides for interest to be payable thereon at a rate per annum that may vary from time to time over the term thereof in accordance with procedures provided in the instrument creating such System Indebtedness.

## ARTICLE II

### AUTHORIZATION AND DETAILS OF THE BONDS

#### Section 201. Authorization of the Series 2015 Bonds.

(a) The Series 2015-B Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$[Principal 2015-B] for the purpose of providing funds to: (1) pay a portion of the costs of the Project; (2) pay costs of issuance of the Series 2015-B Bonds; (3) pay the interest accruing on the Series 2015-B Bonds during construction of the Project; and (4) purchase a Qualified Reserve Facility. The Series 2015-B Bonds shall constitute Parity Bonds.

(b) The Series 2015-C Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$[Principal 2015-C] for the purpose of providing funds to: (1) pay a portion of the costs of the Project; (2) pay costs of issuance of the Series 2015-C Bonds; (3) pay the interest accruing on the Series 2015-C Bonds during construction of the Project and (4) refund the Refunded Bonds. The Series 2015-C Bonds shall constitute Junior Lien Obligations.

(c) The Series 2015 Bonds shall constitute Long Term Indebtedness.

#### Section 202. Description of the Series 2015 Bonds.

(a) **Series 2015-B Bonds.** The Series 2015-B Bonds shall consist of fully registered bonds in Authorized Denominations, and shall be numbered in such manner as the Bond Registrar shall determine.

All of the Series 2015-B Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, and subject to redemption and payment, prior to their Stated Maturities as provided in **Article III** hereof and shall bear interest at the rates per annum as follows:

[SERIAL BONDS]

<u>Stated Maturity</u> <u>June 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>	<u>Stated Maturity</u> <u>June 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2017	\$	_____%	2030	\$	_____%
2018			2031		
2019			2032		
2020			2033		
2021			2034		
2022			2035		
2023			2036		
2024			2037		
2025			2038		
2026			2039		
2027			2040		
2028			2041		
2029			2042		

[TERM BONDS]

<u>Stated Maturity</u> <u>June 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
	\$_____	_____%
	_____	_____%]

The Series 2015-B Bonds shall be issued as Book-Entry-Only Bonds and administered in accordance with the provisions of **Section 209** of the Series 2011-A Resolution.

(b) **Series 2015-C Bonds.** The Series 2015-C Bonds shall initially consist of one fully registered Bond in the aggregate principal amount of \$[Series 2015-C Amount], and shall be numbered in such manner as the Bond Registrar shall determine. The Series 2015-C Bonds shall be dated as of the Dated Date, shall become due on the dates and in the amounts set forth on the Amortization Schedule, provided that the entire remaining principal amount shall become due and payable on the Maturity Date set forth therefor in the Series 2015-C Bond. The Series 2015-C Bonds shall be subject to redemption and payment prior to the Stated Maturities as provided in **Article III** hereof and also subject to mandatory tender on the Mandatory Tender Date, as said Mandatory Tender Date may be extended pursuant to **Section 301(d)** hereof and the Bondholders Agreement. The Series 2015-C Bonds shall initially bear interest at a rate equal to 3.25% per annum, subject to adjustment as provided in **Schedule A** hereto, and such interest shall be payable on each Interest Payment Date. Upon any adjustment to the interest rate as provided in **Schedule A** hereto, the Owner of the Series 2015-C Bonds shall provide the Paying Agent and the Issuer with notice of the interest rate which will apply to the Series 2015-C Bonds and the effective date of such interest rate adjustment. Notwithstanding any other provisions of the Bond Resolution to the contrary, principal on the Series 2015-C Bonds will be paid in the same manner as interest is paid and presentation and surrender of the Series 2015-C Bond to the Paying Agent shall not be necessary until the final payment of the entire obligation evidenced by such Series 2015-C Bond. If an Event of Default occurs with respect to the Series 2015-C Bonds, and is continuing, the unpaid principal amount of the Series 2015-C Bonds and the other Obligations shall, immediately and automatically, bear interest for each day from the date of such Event of Default until such Event of Default shall have been

cured or waived at a rate per annum equal to the Default Rate, provided such actual interest rate shall not exceed the Maximum Rate, payable until such time as the Series 2015-C Bonds have been repaid in full or said Event of Default shall have been cured to the reasonable satisfaction of such Owner, or waived by such Owner. The interest rate provided for in the preceding sentence shall, to the extent permitted by Applicable Law, apply to and accrue on the amount of any judgment entered with respect to any Obligation and shall continue to accrue at such rate during any proceeding described in *Section 9.1(h)* of the Bondholders Agreement.

(c) **General.** The Series 2015 Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 208* of the Series 2011-A Resolution.

Each of the Series 2015 Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as *Exhibit A* or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

**Section 203. Designation of Paying Agent and Bond Registrar.** The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Series 2015 Bonds and Bond Registrar with respect to the registration, transfer and exchange of the Series 2015 Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Series 2015 Bonds.

**Section 204. Delivery of Series 2015 Bonds.** The Mayor and Clerk are hereby authorized and directed to prepare and execute the Series 2015 Bonds in accordance with the provisions of *Section 206* of the Series 2011-A Resolution, and when duly executed, to deliver the Bonds to the Paying Agent for authentication. Upon satisfaction of the conditions set forth in *Section 3* of the Bond Placement Agreement, and the delivery of a certification by the Issuer that the Series 2015-B bonds satisfy the requirements for issuance of Parity Bonds, the Paying Agent and Bond Counsel are authorized to release the Series 2015-B Bonds to the account(s) of the Purchaser(s) thereof. Upon satisfaction of the conditions set forth in *Article 4* of the Bondholders Agreement, the Paying Agent and Bond Counsel are authorized to release the Series 2015-C Bonds to the Purchaser thereof.

**Section 205. Preliminary and Final Limited Offering Memorandum.** The Mayor and Director of Finance are hereby authorized to execute the Preliminary Limited Offering Memorandum, execute a certificate relating to the information contained therein and authorize the use thereof by the Placement Agent in connection with the limited offering of the Series 2015-B Bonds. Within seven days of the execution of the Bond Placement Agreement the Final Limited Offering Memorandum is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Limited Offering Memorandum, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Director of Finance are hereby further authorized to execute the Final Limited Offering Memorandum as so supplemented, amended and completed, authorize the use thereof by the Placement Agent and to execute and deliver a certificate pertaining to such Final Limited Offering Memorandum as prescribed therein, dated as of the Issue Date.

**Section 206. Sale of the Series 2015-B Bonds – Bond Placement Agreement.** The Mayor is hereby authorized to execute the Bond Placement Agreement in substantially the form submitted to the governing body concurrently with the adoption of this Resolution, with such changes therein as shall be approved by the Mayor and the City Attorney, such officer's signature thereon being conclusive evidence

of the approval thereof. Pursuant to the Bond Placement Agreement, the Issuer agrees to sell the Series 2015-B Bonds to the Purchaser for the Purchase Price, upon the terms and conditions set forth therein.

**Section 207. Sale of the Series 2015-C Bonds – Bondholders Agreement.** The Mayor is hereby authorized to execute the Bondholders Agreement in substantially the form submitted to the governing body concurrently with the adoption of this Resolution, with such changes therein as shall be approved by the Mayor and the City Attorney, such officer's signature thereon being conclusive evidence of the approval thereof. Pursuant to the Bondholders Agreement, the Issuer agrees to sell the Series 2015-C Bonds to the Bank for the Purchase Price, and upon the terms and conditions set forth therein.

**Section 208. Financial Guaranty Agreement.** The Mayor is hereby authorized to execute the Financial Guaranty Agreement in substantially the form submitted to the governing body concurrently with the adoption of this Resolution, with such changes therein as shall be approved by the Mayor and the City Attorney, such officer's signature thereon being conclusive evidence of the approval thereof.

**Section 209. Nonpresentment of Bonds.** If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**Section 210. Incorporation by Reference.** The remaining provisions of *Article II* of the Series 2011-A Resolution, to the extent not inconsistent with the provisions of this *Article II*, are hereby incorporated by reference.

### ARTICLE III

#### REDEMPTION OF BONDS

**Section 301. Redemption by Issuer.** The Bonds shall be subject to redemption and payment prior to their Stated Maturity, as follows:

(a) ***Optional Redemption.***

(1) *Series 2015-B Bonds.* At the option of the Issuer, Series 2015-B Bonds maturing on June 1, in the years 20[\_\_\_] and thereafter, will be subject to redemption and payment prior to their Stated Maturity on June 1, 20[\_\_\_], and thereafter as a whole or in part at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

(2) *Series 2015-C Bonds.* At the option of the Issuer, the Series 2015-C Bonds will be subject to redemption and payment, in whole or in part (but, if in part, then in an amount not less than \$1,000,000) on any Business Day, at the Redemption Price of 100% (expressed as a

percentage of the principal amount), plus accrued interest thereon to the Redemption Date, plus additional amounts calculated in accordance with the provisions of **Section 3.2(c)** of the Bondholders Agreement.

(b) **Mandatory Redemption.**

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

(2) *The Series 2015-B-[\_\_\_\_] Term Bonds.* The Issuer shall from the payments specified in **Section 602(b)** hereof which are to be deposited into the Debt Service Account redeem on June 1 in each year, the following principal amounts of Series 2015-B-[\_\_\_\_] Term Bonds:

**Principal  
Amount**

**Year**

\*

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\*Final Maturity

(3) *The Series 2015-B-[\_\_\_\_] Term Bonds.* The Issuer shall from the payments specified in **Section 602(b)** hereof which are to be deposited into the Debt Service Account redeem on June 1 in each year, the following principal amounts of Series 2015-B-[\_\_\_\_] Term Bonds:

**Principal  
Amount**

**Year**

\*

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\*Final Maturity

(c) ***Extraordinary Mandatory Redemption - Series 2015-B Bonds.***

(1) The Series 2015-B Bonds shall be subject to mandatory redemption prior to their Stated Maturity as a whole or in part, on any date, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date, plus unpaid accrued interest to the Redemption Date, if required pursuant to the Federal Tax Certificate to maintain the exclusion from gross income for federal income tax purposes of interest on the Series 2015-B Bonds. The Issuer shall provide the Paying Agent with written notice of such Federal Tax Certificate requirement for any such redemption not more than five days after determining that such extraordinary mandatory redemption will be required.

(2) The Bonds shall also be subject to mandatory redemption prior to their Stated Maturity as a whole or in part, on any date, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date from proceeds of insurance and/or condemnation awards in accordance with the provisions of **Section 805** hereof in the following order of priority: (i) Parity Bonds; (ii) Junior Lien Obligations; and (c) Subordinate Lien Bonds.

(d) ***Mandatory Tender – Series 2015-C Bonds.*** (i) Unless the Mandatory Tender Date is extended as provided herein and in the Bondholders Agreement, the Series 2015-C Bonds shall be subject to mandatory tender on the Mandatory Tender Date and, on such Mandatory Tender Date, the Issuer will pay, or cause to be paid, to the Owner of the Series 2015-C Bonds the Mandatory Tender Purchase Price. In the event that the Mandatory Tender Purchase Price is not paid in full on the Mandatory Tender Date, an Event of Default will be deemed to exist and all Obligations due in connection with the Series 2015-C Bonds and under the Bondholders Agreement will accrue interest thereon at the Default Rate until all such Obligations have been paid in full.

(ii) Upon the written request of the Issuer to the Owner of the Series 2015-C Bonds, made not earlier than one hundred twenty (120) days prior to the Mandatory Tender Date then in effect, such Owner shall, within thirty (30) days of such request, notify the Issuer and the Paying Agent whether or not it will extend the Mandatory Tender Date then in effect for the time period requested. Any determination by the Purchaser to extend the Mandatory Tender Date shall be in its sole and absolute discretion and shall not be effective unless such Owner shall have agreed thereto in writing. If such Owner notifies the Issuer and the Paying Agent that the scheduled Mandatory Tender Date shall be so extended, such Owner shall, within thirty (30) days of its notification to the Issuer and the Paying Agent, deliver to the Issuer and the Paying Agent a written acknowledgement of such extension, together with any proposed changes in the rates or other terms for granting such an extension. In the event that such Owner and the Issuer reach an agreement to extend the Mandatory Tender Date, the Owner and Issuer shall notify the Paying Agent in writing of such agreement and provide the Paying Agent any adjustment in interest rate, the effective date thereof, and related revised Amortization Schedule, and the date to which the Mandatory Tender Date is extended. In the event such Owner fails to definitively respond to such request within such thirty (30) day period, the Owner shall be deemed to have refused to grant such request. In the event the Issuer and such Owner fail to document in writing their agreement to the

proposed rate(s) and terms for extending the Mandatory Tender Date, the Issuer shall continue to be required to pay the Mandatory Tender Purchase Price on the Mandatory Tender Date.

**Section 302. Selection of Series 2015-B Bonds to be Redeemed.**

When less than all of the Outstanding Series 2015-B are to be redeemed and paid prior to their Stated Maturity, the selection of maturities and the amount of Series 2015-B Bonds of each maturity to be redeemed shall be determined by the Issuer in such equitable manner as it may determine. Series 2015-B Bonds of less than a full Stated Maturity shall be selected by lot by the Bond Registrar in a minimum Authorized Denomination of principal amount (provided, however, that if an Event of Default has occurred and is continuing any Series 2015-B Bonds called for redemption shall be redeemed in proportion by maturity and within maturities by lot). The portion of any Series 2015-B Bond to be redeemed shall be an Authorized Denomination or any multiple thereof and in selecting Series 2015-B Bonds for redemption, each Series 2015-B Bond shall be considered as representing that number of Series 2015-B Bonds which is obtained by dividing the principal amount of such Series 2015-B Bond by the minimum Authorized Denomination. If a portion of a Series 2015-B Bond shall be called for redemption, a new Series 2015-B Bond in principal amount equal to the unredeemed portion thereof shall be issued to the Bondholder upon the surrender thereof. If for any reason the principal amount of Series 2015-B Bonds called for redemption would result in a redemption of Series 2015-B Bonds less than the Authorized Denomination, the Paying Agent, to the extent possible within the principal amount of Series 2015-B Bonds to be redeemed, is hereby authorized to adjust the selection of Series 2015-B Bonds for such purpose in order to minimize any such redemption. Notwithstanding the foregoing, the Securities Depository shall select the Series 2015-B Bonds for redemption within particular maturities according to its stated procedures.

**Section 303. Other Redemption Provisions.** The provisions of *Article III* of the Series 2011-A Resolution, to the extent not inconsistent with the provisions of this *Article III*, are hereby incorporated by reference.

## ARTICLE IV

### SECURITY FOR BONDS

**Section 401. Security for the Bonds.** The Series 2015 Bonds shall be special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the Issuer hereby pledges said Net Revenues to the payment of the principal of and interest on the Series 2015 Bonds. The Series 2015 Bonds shall not be or constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the Issuer is not pledged to the payment of the Bonds, either as to principal or interest.

The Series 2015-B Bonds shall constitute Parity Bonds and shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Net Revenues with any Parity Bonds. The Series 2015-B Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over other Parity Bonds; and other Parity Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Series 2015-B Bonds. The covenants and agreements of the City contained herein and in the Series 2015-B Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Series 2015-B Bonds, all of which Series 2015-B Bonds shall be of equal rank and without preference or priority of one Series 2015-B Bond over any other Series 2015-B Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the

Series 2015-B Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance.

The Series 2015-C Bonds shall constitute Junior Lien Obligations and shall be junior and subordinate with respect to the payment of principal and interest from the Net Revenues and in all other respects to the Parity Bonds and, in the event of any default in the payment of either principal of or interest on any of the System Indebtedness, all of the Net Revenues will be applied solely to the payment of the principal of and interest on the Parity Bonds until such default is cured. The Series 2015-C Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over any Parity Bonds or Parity Obligations.

## ARTICLE V

### ESTABLISHMENT AND RATIFICATION OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF BOND PROCEEDS

**Section 501. Creation of Funds and Accounts.** Simultaneously with the issuance of the Series 2015 Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Redemption Fund for Refunded Bonds.
- (b) Debt Service Account for Electric Utility System Revenue Bonds, Series 2015-B.
- (c) Debt Service Account for Taxable Electric Utility System Revenue Bonds, Series 2015-C.
- (d) Costs of Issuance Account for Electric Utility System Revenue Bonds, Series 2015-B.
- (e) Costs of Issuance Account for Taxable Electric Utility System Revenue Bonds, Series 2015-C.
- (f) Project Account for Electric Utility System Revenue Bonds, Series 2015-B.
- (g) Project Account for Taxable Electric Utility System Revenue Bonds, Series 2015-C.
- (h) Compliance Account for Electric Utility System Revenue Bonds, Series 2015-B.
- (i) Debt Service Reserve Account for Electric Utility System Revenue Bonds, Series 2015-B.
- (k) Rebate Fund for Electric Utility System Revenue Bonds, Series 2015-B.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Series 2015 Resolution so long as the Series 2015 Bonds are Outstanding.

The Funds and Accounts created or referenced in the Series 2011-A Resolution and Series 2013-A Resolution are hereby ratified and confirmed and shall be administered in accordance with the provisions of said resolutions so long as the respective Series 2011-A Bonds and Series 2013-A Bonds are Outstanding,

**Section 502. Deposit of Series 2015 Bond Proceeds.** The net proceeds received from the sale of the Series 2015 Bonds shall be deposited simultaneously with the delivery of the Series 2015 Bonds as follows:

(a) ***Series 2015-B Bonds:***

(1) The sum of \$[\_\_\_\_\_] shall be deposited in the Costs of Issuance Account-2015-B.

(2) The remaining balance of the proceeds derived from the sale of the Series 2015-B Bonds shall be deposited in the Project Account-2015-B.

(b) ***Series 2015-C Bonds:***

(1) The sum of \$[\_\_\_\_\_] shall be deposited in the Costs of Issuance Account-2015-C.

(2) The sum of \$[\_\_\_\_\_] shall be deposited in the Redemption Fund.

(3) The remaining balance of the proceeds derived from the sale of the Series 2015-C Bonds shall be deposited in the Project Account-2015-C.

**Section 503. Application of Moneys in the Project Fund.** Moneys in the respective accounts of the Project Fund shall be used for the sole purpose of: (a) paying the costs of the Project, in accordance with the plans and specifications therefor prepared by the Consulting Engineer, heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; (b) paying interest on the Series 2015 Bonds during construction of the Project; and (c) paying Costs of Issuance.

Withdrawals from the respective accounts of the Project Fund shall be made only when authorized by the governing body of the Issuer. Each authorization for costs of the Project shall be supported by a certificate executed by the Consulting Engineer that such payment is being made for a purpose within the scope of this resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, and that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other purposes shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the purpose of this resolution. Upon completion of the Project, any surplus remaining in the respective account of the Project Fund shall be deposited in the appropriate Debt Service Account.

**Section 504. Substitute Project; Reallocation of Proceeds.**

(a) The Issuer may elect for any reason to substitute or add other System improvements to be financed with proceeds of the Series 2015 Bonds provided the following conditions are met: (1) the Substitute Project and the issuance of Bonds to pay the cost of the Substitute Project has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution authorizing the use of the proceeds of the Series 2015 Bonds to pay the Financeable Costs of the Substitute Project has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Series 2015 Bonds to include the Substitute Project; and (4) the use of the proceeds of the Series 2015 Bonds to pay the Financeable Costs of the Substitute Project will not adversely affect

the tax-exempt status of the Series 2015 Bonds under State law and the Series 2015-B Bonds under federal law.

(b) The Issuer may reallocate expenditure of Series 2015 Bond proceeds among all Projects financed by the Series 2015 Bonds; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Series 2015 Bonds allocated to any Project to exceed the Financeable Costs of the Project; and (3) the reallocation will not adversely affect the tax-exempt status of the Series 2015 Bonds under State law and the Series 2015-B Bonds under federal law

**Section 505. Application of Moneys in the Redemption Fund.** Moneys in the Redemption Fund shall be paid and transferred to the Refunded Bonds Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Bonds on the Refunded Bonds Redemption Date. The Clerk is authorized and instructed to provide appropriate notice of redemption in accordance with the Refunded Bonds Resolution. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Bonds shall be transferred to the appropriate Debt Service Account.

**Section 506. Application of Moneys in the Rebate Fund.**

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Series 2015-B Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the rebatable arbitrage, if any, under Code § 148(f) in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Series 2015-B Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Revenue Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular *Article IX* hereof, the obligation to pay rebatable arbitrage to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Series 2015-B Bonds.

**Section 507. Application of Moneys in the Costs of Issuance Accounts.** Moneys in the respective Costs of Issuance Accounts shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the respective Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 90 days after the Issue Date, shall be transferred to the respective Project Fund until completion of the Project and thereafter to applicable Debt Service Account.

**Section 508. Application of Moneys in the Compliance Account.** Moneys in the Compliance Account shall be used by the Issuer to pay the to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. Any funds remaining in the Compliance Account on the sixth anniversary of the Issue Date shall be transferred to the applicable Debt Service Account.

## ARTICLE VI

### COLLECTION AND APPLICATION OF REVENUES

**Section 601. Revenue Fund.** The Issuer covenants and agrees that from and after the delivery of the Series 2015 Bonds, and continuing as long as any of the Bonds remain Outstanding hereunder, all of the Revenues shall as and when received be paid and deposited into the Revenue Fund. Said Revenues shall be segregated and kept separate and apart from all other moneys, revenues, Funds and Accounts of the Issuer and shall not be commingled with any other moneys, revenues, Funds and Accounts of the Issuer. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in the Bond Resolution.

**Section 602. Application of Moneys in Funds and Accounts.** The Issuer covenants and agrees that so long as any of the Bonds shall remain Outstanding, it will on the first day of each month administer and allocate all of the moneys then held in the Revenue Fund as follows.

(a) **Operation and Maintenance Account.** There shall first be paid and credited to the Operation and Maintenance Account an amount sufficient to pay the estimated cost of operating and maintaining the System during the ensuing 60-day period. All amounts paid and credited to the Operation and Maintenance Account shall be expended and used by the Issuer solely for the purpose of paying the Expenses.

(b) **Debt Service Account-Parity Bonds.** There shall next be paid and credited monthly to the Parity Debt Service Accounts, to the extent necessary to meet on each Bond Payment Date the payment of all interest on and principal of the Parity Bonds, the following sums:

(1) Beginning with the first of said monthly deposits and continuing on the first day of each month thereafter so long as any of the Parity Bonds remain Outstanding an amount not less than 1/6 of the amount of interest that will become due on the Parity Bonds on the next succeeding Interest Payment Date; and

(2) Beginning with the first of said monthly deposits and continuing on the first day of each month thereafter so long as any of the Parity Bonds remain Outstanding, an amount not less than 1/12 of the amount of principal that will become due on the Parity Bonds on the next succeeding Maturity date.

The amounts required to be paid and credited to the Parity Debt Service Accounts pursuant to this Section shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service accounts established for the payment of the Debt Service Requirements on Parity Obligations under the provisions of the Parity Resolution(s).

All amounts paid and credited to the Parity Debt Service Accounts shall be expended and used by the Issuer for the sole purpose of paying the Debt Service Requirements of the Parity Bonds and Parity Obligations as and when the same become due at Maturity and on each Interest Payment Date.

If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Parity Debt Service Accounts established to pay the principal of and interest on any Parity Bonds or Parity Obligations, the available moneys in the Revenue Fund shall be divided among such Parity Debt Service Accounts in proportion to the respective principal amounts of said series of Parity Bonds and Parity Obligations at the time Outstanding which are payable from the moneys in said debt service accounts.

(c) *Debt Service Reserve Accounts.*

(1) *Debt Service Reserve Account-Parity Bonds.* Except as hereinafter provided in this Section, all amounts paid and credited to the Debt Service Reserve Account-Parity Bonds shall be expended and used by the Issuer solely to prevent any default in the payment of interest on or principal of the Parity Bonds, other than the Series 2015-B Bonds, on any Maturity date or Interest Payment Date if the moneys in the Parity Debt Service Accounts are insufficient to pay the Debt Service Requirements of said Parity Bonds as they become due. So long as the Debt Service Reserve Account-Parity Bonds aggregates the Debt Service Reserve Requirement, no further payments into said Account shall be required, but if the Issuer is ever required to expend and use a part of the moneys in said Account for the purpose herein authorized and such expenditure reduces the amount of the Debt Service Reserve Account-Parity Bonds below the Debt Service Reserve Requirement, or if the valuation of the Debt Service Reserve Account-Parity Bonds, as provided in *Section 701(b)* of the Series 2011-A Bond Resolution establishes that the value of the Debt Service Reserve Account-Parity Bonds is below the Debt Service Reserve Requirement, the Issuer shall transfer all available Revenues after providing for the transfers set forth above into the Debt Service Reserve Account-Parity Bonds until the Debt Service Reserve Account-Parity Bonds shall again aggregate the Debt Service Reserve Requirement.

Moneys in the Debt Service Reserve Account-Parity Bonds may be used to call the Parity Bonds, other than the Series 2015-B Bonds, for redemption and payment prior to their Stated Maturity or may be used to pay and retire the Parity Bonds and interest thereon; provided that after such redemption or payment there shall remain in the Debt Service Reserve Account- Parity Bonds an amount equal to the Debt Service Reserve Requirement. Any amounts in the Debt Service Reserve Account- Parity Bonds in excess of the Debt Service Reserve Requirement on any valuation date shall be transferred to the Parity Debt Service Account.

The Owners or Beneficial Owners of the Series 2015-B Bonds shall not have any right or claim in the Debt Service Reserve Account-Parity Bonds.

(2) *Debt Service Reserve Account-2015-B.* The Debt Service Reserve Requirement for the Debt Service Reserve Account-2015-B may be funded in whole or in part by deposit therein of a Qualified Reserve Facility. Any such Qualified Reserve Facility shall be valued at the maximum amount available to be drawn thereunder. Each Qualified Reserve Facility in the Debt Service Reserve Account-2015-B shall be payable (upon the giving of notice as required thereunder) on a pro rata basis with any other Qualified Reserve Facilities on deposit in the Debt Service Reserve Account-2015-B based on the available principal amount of such Qualified Reserve Facilities on any day on which moneys will be required to be withdrawn from the Debt Service Reserve Account-2015-B and applied to make up any deficiency in the Debt Service Reserve Account-2015-B; provided, that prior to drawing on any Qualified Reserve Facility, any cash or Permitted Investments in the Debt Service Reserve Account-2015-B shall be applied to cure such deficiency. If a Qualified Reserve Facility is terminated or not renewed, then the Issuer must provide funds for deposit in the Debt Service Reserve Account-2015-B in an amount sufficient to satisfy the Debt Service Reserve Requirement in not more than 24 months from the date of termination or non-renewal.

Except as hereinafter provided in this Section, all amounts paid and credited to the Debt Service Reserve Account-2015-B shall be expended and used by the Issuer solely to prevent any default in the payment of interest on or principal of the Series 2015-B Bonds on any Maturity date or Interest Payment Date if the moneys in the Debt Service Account-2015-B are insufficient to pay the Debt Service Requirements of said Series 2015-B Bonds as they become due. So long

as the Debt Service Reserve Account-2015-B aggregates the Debt Service Reserve Requirement, no further payments into said Account shall be required. If the Issuer is ever required to expend and use a part of the moneys in said Account for the purpose herein authorized or there is an advance on any Qualified Reserve Facility for such purpose, and such expenditure or advance reduces the amount of the Debt Service Reserve Account-2015-B below the Debt Service Reserve Requirement, or if the valuation of the Debt Service Reserve Account-2015-B as provided in **Section 701(b)** of the Series 2011-A Bond Resolution establishes that the value of the Debt Service Reserve Account-2015-B is below the Debt Service Reserve Requirement, the Issuer shall transfer all available Revenues, after providing for the transfers set forth in subsections (a) and (b) above: (1) if such expenditure was made from a Qualified Reserve Facility, first to the provider of the Qualified Reserve Facility to satisfy the Reimbursement Obligation associated with such Qualified Reserve Facility; or (2) if such expenditure was made from cash or Permitted Investments, second into the Debt Service Reserve Account-2015-B until the Debt Service Reserve Account-2015-B shall again aggregate the Debt Service Reserve Requirement, which shall occur not more than 24 months from the date such Account is reduced below the Debt Service Reserve Requirement.

Moneys in the Debt Service Reserve Account-2015-B may be used to call the Series 2015-B Bonds for redemption and payment prior to their Stated Maturity or may be used to pay and retire the Series 2015-B Bonds and interest thereon; provided that after such redemption or payment there shall remain in the Debt Service Reserve Account-2015-B an amount equal to the Debt Service Reserve Requirement. Any amounts in the Debt Service Reserve Account-2015-B in excess of the Debt Service Reserve Requirement on any valuation date shall be transferred to the Debt Service Account-2015-B.

Only the Owners or Beneficial Owners of the Series 2015-B Bonds shall have any right or claim in the Debt Service Reserve Account-2015-B.

(3) *Parity Transfers.* Except as hereinafter provided in this Section, all amounts paid and credited to the Debt Service Reserve Accounts from the Revenue Fund to replenish said Accounts to the Debt Service Reserve Requirement shall be transferred therein on a pro rata parity basis based the amount of Parity Bonds then Outstanding secured by such Debt Service Reserve Account.

(d) *Debt Service Accounts-Junior Lien Obligations.* There shall next be paid and credited monthly to the debt service accounts for Junior Lien Obligations, to the extent necessary to meet on each Bond Payment Date the payment of all interest on and principal of the Junior Lien Obligations, the following sums:

(1) Beginning with the first of said monthly deposits and continuing on the first day of each month thereafter, so long as any Junior Lien Obligations remain Outstanding an amount not less than 1/6 of the amount of interest that will become due on the Junior Lien Obligations on the next succeeding Interest Payment Date; and

(2) Beginning with the first of said monthly deposits and continuing on the first day of each month thereafter so long as any of the Junior Lien Obligations remain Outstanding an amount not less than 1/12 of the amount of principal that will become due on the Junior Lien Obligations on the next succeeding Maturity date.

The amounts required to be paid and credited to each of the debt service accounts for Junior Lien Obligations pursuant to this Section shall be made at the same time and on a parity with the amounts at

the time required to be paid and credited to the debt service accounts established for the payment of the Debt Service Requirements on all Junior Lien Obligations under the provisions of the Bond Resolution.

All amounts paid and credited to the debt service accounts for Junior Lien Obligations shall be expended and used by the Issuer for the sole purpose of paying the Debt Service Requirements of the Junior Lien Obligations as and when the same become due at Maturity and on each Interest Payment Date.

If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the debt service accounts established to pay the Debt Service Requirements on any Junior Lien Obligations, the available moneys in the Revenue Fund shall, after provision is made for payment of Parity Bonds and Parity Obligations, and replenishing any amounts to the Debt Service Reserve Accounts, shall be divided among such debt service accounts in proportion to the respective principal amounts of each series of Junior Lien Obligations at the time Outstanding which are payable from the moneys in said debt service accounts.

(e) ***Debt Service Account-Subordinate Lien Bonds.*** There shall next be paid and credited monthly to the debt service accounts for Subordinate Lien Bonds, to the extent necessary to meet on each Bond Payment Date the payment of all interest on and principal of the Subordinate Lien Bonds, the following sums:

(1) Beginning with the first of said monthly deposits and continuing on the first day of each month thereafter, so long as any Subordinate Lien Bonds remain Outstanding an amount not less than 1/6 of the amount of interest that will become due on the Subordinate Lien Bonds on the next succeeding Interest Payment Date; and

(2) Beginning with the first of said monthly deposits and continuing on the first day of each month thereafter so long as any of the Subordinate Lien Bonds remain Outstanding an amount not less than 1/12 of the amount of principal that will become due on the Subordinate Lien Bonds on the next succeeding Maturity date.

The amounts required to be paid and credited to each of the debt service accounts for Subordinate Lien Bonds pursuant to this Section shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service accounts established for the payment of the Debt Service Requirements on all Subordinate Lien Bonds under the provisions of the Bond Resolution.

All amounts paid and credited to the debt service accounts for Subordinate Lien Bonds shall be expended and used by the Issuer for the sole purpose of paying the Debt Service Requirements of the Subordinate Lien Bonds as and when the same become due at Maturity and on each Interest Payment Date.

If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the debt service accounts established to pay the Debt Service Requirements on any Subordinate Lien Bonds, the available moneys in the Revenue Fund shall, after provision is made for payment of Parity Bonds, Parity Obligations, and Junior Lien Obligations, shall be divided among such debt service accounts in proportion to the respective principal amounts of each series of Subordinate Lien Bonds at the time Outstanding which are payable from the moneys in said debt service accounts.

(f) ***Depreciation and Replacement Account.*** Except as hereinafter provided, moneys in the Depreciation and Replacement Account shall be expended and used by the Issuer, if no other funds are available therefor, solely for the purpose of making emergency replacements and repairs in and to the

System as may be necessary to keep the System in good repair and working order and to assure the continued effective and efficient operation thereof. If the Issuer is ever required to expend a part of the moneys in the Depreciation and Replacement Account for its authorized purposes and such expenditure reduces the amount of the Depreciation and Replacement Account below the Depreciation and Replacement Requirement, then the Issuer shall not less than equal monthly payments into the Depreciation and Replacement Account so that the Depreciation and Replacement Account again aggregates the Depreciation and Replacement Requirement within 36 months. Any amounts in the Depreciation and Replacement Account in excess of the Depreciation and Replacement Requirement may remain in the Depreciation and Replacement Account or be transferred by the Issuer to any other Funds and Accounts.

(g) ***Surplus Account.*** After all payments and credits required at the time to be made under the provisions of the preceding subsections have been made, all moneys remaining in the Revenue Fund shall be paid and credited to the Surplus Account. Moneys in the Surplus Account may be expended and used for the following purposes as determined by the governing body of the Issuer:

(1) Paying the cost of the operation, maintenance and repair of the System to the extent that may be necessary after the application of the moneys held in the Operation and Maintenance Account under the provisions of paragraph (a) of this Section;

(2) Paying the cost of extending, enlarging or improving the System;

(3) Preventing default in, anticipating payments into or increasing the amounts in the Debt Service Account, any debt service account for Parity Bonds or Parity Obligations, the Debt Service Reserve Accounts or the Depreciation and Replacement Account referred to in this Section, or any one of them, or establishing or increasing the amount of any debt service account or debt service reserve account created by the Issuer for the payment of any Junior Lien Obligations or Subordinate Lien Bonds;

(4) Calling, redeeming and paying prior to Stated Maturity, or, at the option of the Issuer, purchasing in the open market at the best price obtainable, any Bonds, including principal, interest and redemption premium, if any; or

(5) Any other lawful purpose in connection with the operation of the System and benefiting the System.

(6) To make transfers to the Revenue Fund.

(7) To make lawful transfers to any fund of the Issuer.

(h) ***Deficiency of Payments into Funds and Accounts.*** If at any time the Revenues are insufficient to make any payment on the date or dates hereinbefore specified, the Issuer will make good the amount of such deficiency by making additional payments or credits out of the first available Revenues, such payments and credits being made and applied in the order hereinbefore specified in this Section.

**Section 603. Transfer of Funds to Paying Agent.** The Treasurer of the Issuer is hereby authorized and directed to withdraw from the Debt Service Account, and, to the extent necessary to prevent a default in the payment of either principal of or interest on the Bonds, from the Debt Service Reserve Account, the Depreciation and Replacement Account and the Surplus Account as provided in **Section 602** hereof, sums sufficient to pay the principal of and interest on the Bonds as and when the same become due on any Bond Payment Date, and to forward such sums to the Paying Agent in a manner

which ensures the Paying Agent will have available funds in such amounts on or before the Business Day immediately preceding each Bond Payment Date. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution.

**Section 604. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

## ARTICLE VII

### DEPOSIT AND INVESTMENT OF MONEYS

#### Section 701. Deposits and Investment of Moneys.

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

(b) Moneys held in any Fund or Account may be invested in accordance with this Bond Resolution and the Federal Tax Certificate, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account. All earnings on investments held in the Debt Service Reserve Accounts shall accrue to and become a part of the Debt Service Reserve Accounts until the amount on deposit in the Debt Service Reserve Accounts shall aggregate the Debt Service Reserve Requirement; thereafter, all such earnings shall be credited to the Revenue Fund. All earnings on investments held in the Depreciation and Replacement Account shall accrue to and become a part of the Depreciation and Replacement Account until the amount on deposit in the Depreciation and Replacement Account shall aggregate the Depreciation and Replacement Requirement; thereafter, all such earnings shall be credited to the Revenue Fund.

In determining the amount held in any Fund or Account under any of the provisions of this Bond Resolution, Permitted Investments shall be valued at the lower of the cost or the market value thereof. Such valuation shall be made as of the final Stated Maturity of principal of any Fiscal Year that the Bonds remain Outstanding and may be made in conjunction with redemption of any Bonds. If and when the amount held in any Fund or Account shall be in excess of the amount required by the provisions of this Bond Resolution, the Issuer shall direct that such excess be paid and credited to the Revenue Fund.

## ARTICLE VIII

### GENERAL COVENANTS AND PROVISIONS

**Section 801. Efficient and Economical Operation.** The Issuer will continuously own and will operate the System as a revenue producing facility in an efficient and economical manner and will keep and maintain the same in good repair and working order.

**Section 802. Rate Covenant.** The Issuer, in accordance with and subject to applicable legal requirements, will fix, establish, maintain and collect such rates and charges for the use and services furnished by or through the System as will produce Revenues sufficient to (a) pay the Expenses; (b) pay the Debt Service Requirements on the Bonds as and when the same become due at the Maturity thereof or on any Interest Payment Date; (c) enable the Issuer to have in each Fiscal Year, a Debt Service Coverage Ratio of not less than 1.25 on all Parity Bonds and Parity Obligations at the time Outstanding; 1.10 on any Junior Lien Obligations at the time Outstanding, and 1.05 on all Subordinate Lien Bonds at the time Outstanding; and (d) provide reasonable and adequate reserves for the payment of the Bonds and the interest thereon and for the protection and benefit of the System as provided in this Bond Resolution. The Issuer will require the prompt payment of accounts for service rendered by or through the System and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. The Issuer will, from time to time as often as necessary, in accordance with and subject to applicable legal requirements, revise the rates and charges aforesaid in such manner as may be necessary or proper so that the Net Revenues will be sufficient to cover the obligations under this Section and otherwise under the provisions of this Bond Resolution. If in any Fiscal Year, Net Revenues are an amount less than as hereinbefore provided, the Issuer will immediately employ a Consultant to make recommendations with respect to such rates and charges. A copy of the Consultant's report and recommendations shall be filed with the Clerk, the Bond Insurer, and the Purchaser of the Bonds and shall be furnished to any Owner of the Bonds requesting a copy of the same, at the cost of such Owner. The Issuer shall, to the extent feasible, follow the recommendations of the Consultant.

**Section 803. Reasonable Charges for all Services.** None of the facilities or services provided by the System will be furnished to any user (excepting the Issuer itself) without a reasonable charge being made therefor. If the Revenues derived from the System are at any time insufficient to pay the reasonable Expenses and also to pay the Debt Service Requirements of the Bonds and Additional Obligations as and when the same become due, then the Issuer will thereafter pay into the Revenue Fund a fair and reasonable payment in accordance with effective applicable rates and charges for all services furnished to the Issuer or any of its departments by the System, and such payments will continue so long as the same may be necessary in order to prevent or reduce the amount of any default in the payment of the Debt Service Requirements of the Bonds and Additional Obligations.

**Section 804. Restrictions on Mortgage or Sale of System.** The Issuer will not mortgage, pledge or otherwise encumber the System or any part thereof, nor will it sell, lease or otherwise dispose of the System or any material part thereof; provided, however, the Issuer may:

(a) Sell at fair market value any portion of the System which has been replaced by other similar property of at least equal value, or which ceases to be necessary for the efficient operation of the System, and in the event of sale, the Issuer will apply the proceeds to either (1) redemption of Outstanding Bonds in accordance with the provisions governing repayment of Bonds in advance of Stated Maturity, or (2) replacement of the property so disposed of by other property the revenues of which shall be incorporated into the System as hereinbefore provided;

(b) cease to operate, abandon or otherwise dispose of any property which has become obsolete, nonproductive or otherwise unusable to the advantage of the Issuer;

(c) sell, lease or convey all or substantially all of the System to another entity or enter into a management contract with another entity if:

(1) The transferee entity is a political subdivision organized and existing under the laws of the State, or instrumentality thereof, or an organization described in Code § 501(c)(3), and expressly assumes in writing the due and punctual payment of the principal of and premium, if any, and interest on all outstanding System Indebtedness according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Bond Resolution;

(2) If there remains unpaid any System Indebtedness which bears interest that is not includable in gross income under the Code, the Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, to the effect that under then existing law the consummation of such sale, lease or conveyance, whether or not contemplated on any date of the delivery of such System Indebtedness, would not cause the interest payable on such System Indebtedness to become includable in gross income under the Code;

(3) The Issuer receives a certificate of the Consultant which demonstrates and certifies that immediately upon such sale or conveyance the transferee entity will not, as a result thereof, be in default in the performance or observance of any covenant or agreement to be performed or observed by it under this Bond Resolution;

(4) Such transferee entity possesses such licenses to operate the System as may be required if it is to operate the System; and

(5) The Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, as conclusive evidence that any such sale, lease or conveyance, and any such assumption, is permitted by law and complies with the provisions of this Section.

(6) The Issuer receives the written consent of the Bond Insurer.

**Section 805. Insurance.** The Issuer will carry and maintain insurance with respect to the System and its operations against such casualties, contingencies and risks (including but not limited to property and casualty, fire and extended coverage insurance upon all of the properties forming a part of the System insofar as the same are of an insurable nature, public liability, worker's compensation and employee dishonesty insurance), such insurance to be of the character and coverage and in such amounts as would normally be carried by other enterprises engaged in similar activities of comparable size and similarly situated; provided the amount of such liability insurance shall be in amounts not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the State's tort claims act or other similar future law (currently \$500,000 per occurrence).

In the event of loss or damage, the Issuer, with reasonable dispatch, will use the proceeds of such insurance in reconstructing and replacing the property damaged or destroyed, or in paying the claims on account of which such proceeds were received, or if such reconstruction or replacement is unnecessary or impracticable, then the Issuer will pay and deposit the proceeds of such insurance into the Revenue Fund.

The Issuer will annually review the insurance it maintains with respect to the System to determine that it is customary and adequate to protect its property and operations. The Issuer may elect to be self-insured for all or any part of the foregoing requirements if (a) the Issuer annually obtains a written evaluation with respect to such self-insurance program from an Insurance Consultant, (b) the evaluation is to the effect that the self-insurance program is actuarially sound, (c) unless the evaluation states that such

reserves are not necessary, the Issuer deposits and maintains adequate reserves for the self-insurance program with a corporate trustee, who may also be the Paying Agent, and (d) in the case of workers' compensation, adequate reserves created by the Issuer for such self-insurance program are deposited and maintained in such amount and manner as are acceptable to the State. The Issuer shall pay any fees and expenses of such Insurance Consultant in connection therewith. The cost of all insurance obtained pursuant to the requirements of this Section shall be paid as an Expense out of the Revenues.

Notwithstanding the foregoing, so long as the Bond Insurance Policy is in full force and effect and the Bond Insurer shall not be in default thereunder, the Issuer shall:

(a) Provide that the System shall maintain property and casualty and business interruption insurance coverage from a third-party provider, with terms satisfactory to the Bond Insurer;

(b) Promptly cause to be repaired, reconstructed or restored any loss or damage to or destruction of any part or all of the System, and will apply net proceeds of the insurance policies covering such loss or of any condemnation award solely for that purpose; provided however, in the event the Issuer shall not elect within one hundred twenty (120) days of such damage or destruction to repair, reconstruct or restore the damaged or destroyed property as above provided, the Issuer shall forthwith apply the insurance and condemnation award proceeds to the redemption of Outstanding Insured Bonds in accordance with the provisions of *Section 302(c)(2)* hereof.

**Section 806. Books, Records and Accounts.** The Issuer will install and maintain proper books, records and accounts (entirely separate from all other records and accounts of the Issuer) in which complete and correct entries will be made of all dealings and transactions of or in relation to the System. Such accounts shall show the amount of Revenues received from the System, the application of such funds, and all financial transactions in connection therewith. Said books shall be kept by the Issuer according to standard accounting practices as applicable to the operation of municipal utilities. The Issuer shall make comparative quarterly reports to the Office of the City Manager relative to Revenues, Expenses and Net Revenues.

**Section 807. Annual Budget.** Prior to the commencement of each Fiscal Year, the Issuer will cause to be prepared and filed with the Clerk a budget setting forth the estimated receipts and expenditures of the System for the next succeeding Fiscal Year. The Clerk, promptly upon the filing of said budget in the Clerk's office, will mail a copy of said budget to the Purchaser of the Bonds and the Bond Insurer. Said annual budget shall be prepared in accordance with the requirements of the laws of the State and shall contain all information that is required by such laws, including:

(a) An estimate of the Revenues from the System during the next ensuing Fiscal Year.

(b) A statement of the estimated Expenses during the next ensuing Fiscal Year.

(c) A statement of any anticipated unusual Expenses for the System during the next Fiscal Year.

(d) A statement of any necessary repairs or replacements to the System which may be anticipated during the next Fiscal Year.

(e) A statement of the amount of Debt Service Requirements to be paid on Outstanding Bonds and Additional Obligations to be paid from Net Revenues during the next Fiscal Year.

(f) A statement of the estimated Net Revenues during the next Fiscal Year.

**Section 808. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the System for the preceding Fiscal Year prepared in accordance with the Kansas Municipal Audit and Accounting Guide by an Independent Accountant to be employed for that purpose and paid from the Revenues. Said annual audit shall cover in reasonable detail the operation of the System during such Fiscal Year. The report of said annual audit shall include:

- (a) A Summary Statement of Receipts, Expenditures and Unencumbered Cash – Regulatory Basis for the previous Fiscal Year and accompanying notes thereto;
- (b) A Schedule of Receipts and Expenditures – Actual and Budget - Regulatory Basis of the System for the previous Fiscal Year;
- (c) A statement of all Bonds and Additional Obligations matured or redeemed and interest paid on Bonds and Additional Obligations during said Fiscal Year;
- (d) A statement of the number of customers served by the System at the beginning and the end of such Fiscal Year;
- (e) A statement showing the amount and character of the insurance carried on the property constituting the System and showing the names of the insurers, the expiration dates of the policies and the premiums thereon;
- (f) A calculation of the Debt Service Coverage Ratio for such Fiscal Year, and a statement regarding compliance by the Issuer with the rate covenants set forth in **Section 802** hereof, or any remedial action taken by the Issuer required by such section to satisfy such requirements;
- (g) A statement regarding compliance by the Issuer with the arbitrage rebate covenants set forth in **Section 1202** hereof and in the Federal Tax Certificate;
- (h) A statement regarding compliance by the Issuer with the continuing disclosure covenants set forth in **Section 1301** hereof and in the Disclosure Instructions; and
- (i) Such remarks and recommendations regarding the practices and procedures of operating the System and its accounting practices as said Independent Accountant may deem appropriate.

Within 30 days after the completion of each such annual audit, a copy of the report of thereof shall be filed in the office of the Clerk, and a duplicate copy shall be mailed to the Purchaser and to the Bond Insurer. Such audit reports shall at all times during the usual business hours be open to the examination and inspection by any user of the services of the System, any Owner of any of the Bonds, or by anyone acting for or on behalf of such user or Owner.

As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review the report of such audit, and if the audit report discloses that proper provision has not been made for all of the requirements of this Bond Resolution and the Act, the Issuer will promptly cure such deficiency and will promptly proceed to modify the rates and charges to be charged for the use and services furnished by the System or take such other action as may be necessary to adequately provide for such requirements.

**Section 809. Right of Inspection.** The Purchaser of the Bonds, the Bond Insurer, and any Owner or Owners of 10% of the principal amount of the Bonds then Outstanding shall have the right at all reasonable times to inspect the System and all records, accounts and data relating thereto, and shall be

furnished all such information concerning the System and the operation thereof which the Purchaser or such Owner or Owners may reasonably request.

**Section 810. Administrative Personnel.** The Issuer shall use its best efforts to employ at all times administrative personnel experienced and well qualified to operate the System. The Issuer further agrees that such administrative personnel shall be employed in sufficient numbers to ensure that the System will be operated in a prudent and efficient manner.

**Section 811. Performance of Duties and Covenants.** The Issuer will faithfully and punctually perform all duties, covenants and obligations with respect to the operation of the System now or hereafter imposed upon the Issuer by the Constitution and laws of the State and by the provisions of this Bond Resolution.

**Section 812. Report on System Condition.** The Issuer shall annually cause a qualified employee of the Issuer to make an examination of and report on the condition and operations of the System. At least every five years such examination and report shall be made by the Consulting Engineer. Each such report shall make recommendations as to any changes in operations of the System deemed desirable and shall also make reference to any unusual or extraordinary items of maintenance and repair and any extensions, enlargements or improvements that may be needed in the period prior to the preparation of the next report required by this Section. A copy of each such report shall be filed in the office of the Clerk, shall be sent to the Purchaser of the Bonds, the Bond Insurer and, upon written request, to any Owner (at the expense of such Owner).

**Section 813. Parity Bond Certification.** The Issuer hereby represents and covenants that the Series 2015-B Bonds directed to be issued by this Bond Resolution are so issued in full compliance with the restrictions and conditions upon which the Issuer may issue Additional Bonds payable out of the Revenues derived from the operation of the System and which stand on a parity with the Parity Bonds heretofore issued and Outstanding, as set forth and contained in the Parity Resolution, and that the Series 2015-B Bonds herein directed to be issued are so issued in all respects on a parity and equality with the Parity Bonds heretofore issued and Outstanding.

## ARTICLE IX

### ADDITIONAL BONDS AND OBLIGATIONS

**Section 901. Senior Lien Bonds.** The Issuer covenants and agrees that so long as any of the Parity Bonds remain Outstanding, the Issuer will not issue any System Indebtedness payable out of the Revenues which are superior to the Parity Bonds with respect to the lien on the Revenues.

**Section 902. Parity Bonds and Parity Obligations.** The Issuer covenants and agrees that it will not issue any System Indebtedness which stands on a parity or equality of lien against the Net Revenues with the Parity Bonds unless the following conditions are met:

(a) The Issuer shall not be in default in the payment of principal of or interest on any Parity Bonds or Parity Obligations at the time Outstanding or in making any payment at the time required to be made into the respective Funds and Accounts created by and referred to in this Bond Resolution or any Parity Resolution (unless such System Indebtedness is being issued to provide funds to cure such default) nor shall any other Event of Default have occurred and be continuing;

(b) The Issuer shall deliver the following:

(1) **Long-Term Indebtedness.** A certificate signed by the Issuer evidencing *either* of the following:

(i) The Debt Service Coverage Ratio for the Fiscal Year immediately preceding the issuance of such System Indebtedness, as reflected by information provided by the Independent Accountant, shall be not less than 1.25, including the System Indebtedness proposed to be issued. In the event that the Issuer has instituted any increase in rates for the use and services of the System and such increase shall not have been in effect during the full Fiscal Year immediately preceding the issuance of such proposed System Indebtedness, the additional Net Revenues which would have resulted from the operation of the System during said preceding Fiscal Year had such rate increase been in effect for the entire period may be added to the stated Net Revenues for the calculation of the Debt Service Coverage Ratio, provided that such estimated additional Net Revenues shall be determined by a Consultant.

(ii) The estimated Debt Service Coverage Ratio (as determined by a Consultant), for the Fiscal Year immediately following the Fiscal Year in which the project, the cost of which is being financed by such System Indebtedness, is to be in commercial operation, shall be not less than 1.25, including the System Indebtedness proposed to be issued. In the event that the Issuer anticipates additional Revenues as a result of expansion or modification of the System by such System Indebtedness, the Issuer may adjust the estimated Net Revenues in determining the Debt Service Coverage Ratio, by adding thereto any estimated increase in Net Revenues resulting from any increase in Revenues, which, in the opinion of the Consultant, are reasonable based on projected operations of the System for such Fiscal Year.

(2) **Short-Term Indebtedness.** A certificate signed by the Issuer evidencing any *one* of the following:

(i) The principal amount of all Outstanding Short-Term Indebtedness does not exceed 15% of the Revenues for the most recently ended Fiscal Year for which financial information is available from the Independent Accountant;

(ii) The Short-Term Indebtedness could be incurred under **subsection (b)(1)** hereof assuming it was Long-Term Indebtedness.

(iii) There is delivered to the Issuer a certificate of a Consultant to the effect that it is such Consultant's opinion that it is reasonable to assume that the Issuer will be able to refinance such Short-Term Indebtedness prior to its Stated Maturity in compliance with the provisions of this Section and the conditions described in **subsection (b)(1)** are met with respect to such Short-Term Indebtedness when it is assumed that such Short-Term Indebtedness is Long-Term Indebtedness maturing over 20 years (or such shorter period as such Consultant indicates is reasonable to assume in such statement) from the date of issuance of the Short-Term Indebtedness and bears interest on the unpaid principal balance at the Index Rate and is payable on a level annual debt service basis over a 20-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement).

(3) **Interim Indebtedness.** A certificate signed by the Issuer evidencing *either* of the following:

(i) The Interim Indebtedness could be incurred under *subsection (b)(1)* hereof assuming it was Long-Term Indebtedness.

(ii) There is delivered to the Issuer a certificate of a Consultant to the effect that it is such Consultant's opinion that it is reasonable to assume that the Issuer will be able to refinance such Interim Indebtedness prior to its Stated Maturity in compliance with the provisions of this Section and the conditions described in *subsection (b)(1)* are met with respect to such Interim Indebtedness when it is assumed that such Interim Indebtedness is Long-Term Indebtedness maturing over 20 years (or such shorter period as such Consultant indicates is reasonable to assume in such statement) from the date of issuance of the Interim Indebtedness and bears interest on the unpaid principal balance at the Index Rate and is payable on a level annual debt service basis over a 20-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement).

(c) When the issuance of System Indebtedness of equal stature and priority is permitted by the Statutes of the State.

(d) With respect to the issuance of Additional Bonds, an additional deposit to the Debt Service Reserve Account shall be made to bring the Debt Service Reserve Account to an amount equal to the Debt Service Reserve Requirement.

(e) The ordinance and/or resolution authorizing such System Indebtedness shall contain or provide for substantially the same terms, conditions, covenants and procedures as established in this Bond Resolution.

Notwithstanding the foregoing restrictions, additional System Indebtedness may be issued under this Section if it is necessary: (1) in the opinion of the Consulting Engineer to do so to repair the System if damaged or destroyed by disaster to such extent necessary to keep it in good operating condition; or (2) in the opinion of the Issuer's legal counsel to remedy any deficiency of the System relating to environmental pollution matters or to comply with the requirements of any governmental agency having jurisdiction over the Issuer with respect thereto.

Additional System Indebtedness issued under the conditions set forth in this Section shall stand on a parity with the Parity Bonds and Parity Obligations and shall enjoy complete equality or lien on and claim against the Net Revenues, and the Issuer may make equal provision for paying the Debt Service Requirements on such System Indebtedness out of the Revenue Fund and may likewise provide for the creation of reasonable debt service accounts and debt service reserve accounts for the payment of the Debt Service Requirements on such System Indebtedness and the interest thereon out of moneys in the Revenue Fund.

**Section 903. Junior Lien Obligations.** Nothing in this Article shall prohibit or restrict the right of the Issuer to issue Junior Lien Obligations for any lawful purpose in connection with the operation of and benefiting the System and to provide that the Debt Service Requirements on such Junior Lien Obligations shall be payable out of the Net Revenues, provided at the time of the issuance of such Junior Lien Obligations the Issuer is not in default in the performance of any covenant or agreement contained in the Bond Resolution (unless such System Indebtedness shall be issued to cure such default and shall be junior and subordinate to the Parity Bonds and Parity Obligations) so that if at any time the Issuer shall be in default in paying either interest on or principal of the Parity Bonds or Parity Obligations, or of the Issuer is in default in making debt service, operation and maintenance or debt service reserve deposits or payments required to be made by it under the Bond Resolution, the Issuer shall make no

payments of either principal of or interest on said Junior Lien Obligations until said default or defaults be cured.

**Section 904. Subordinate Lien Bonds.** Nothing in this Article shall prohibit or restrict the right of the Issuer to issue Subordinate Lien Bonds for any lawful purpose in connection with the operation of and benefiting the System and to provide that the Debt Service Requirements on such Subordinate Lien Bonds shall be payable out of the Net Revenues, provided at the time of the issuance of such Subordinate Lien Bonds the Issuer is not in default in the performance of any covenant or agreement contained in the Bond Resolution (unless such System Indebtedness shall be issued to cure such default and shall be junior and subordinate to the Parity Bonds, Parity Obligations and Junior Lien Obligations) so that if at any time the Issuer shall be in default in paying either interest on or principal of the Parity Bonds, Parity Obligations and Junior Lien Bonds, or of the Issuer is in default in making debt service, operation and maintenance or debt service reserve deposits or payments required to be made by it under the Bond Resolution, the Issuer shall make no payments of either principal of or interest on said Subordinate Lien Bonds until said default or defaults be cured. Such Subordinate Lien Bonds may also constitute general obligations of the Issuer.

**Section 905. Refunding Bonds.** The Issuer shall have the right, without complying with the provisions of *Section 902* hereof, to issue Refunding Bonds for the purpose of refunding any of the System Indebtedness under the provisions of any law then available, and the Refunding Bonds so issued shall enjoy complete equality of pledge as did the System Indebtedness that was refunded; provided, however, that if only a portion of any series of System Indebtedness is refunded and if said System Indebtedness is refunded in such manner that the Refunding Bonds bear a higher average rate of interest or become due on a date earlier than that of the System Indebtedness which is refunded, then said System Indebtedness may be refunded without complying with the provisions of *Section 902* hereof only by and with the written consent of the Owners of a majority in principal amount of the System Indebtedness that is not refunded; provided that such consent is not needed from Owners of Subordinate Lien Bonds or Junior Lien Obligations, nor is such consent needed if the System Indebtedness to be refunded constitutes Junior Lien Obligations or Subordinate Lien Bonds.

## ARTICLE X

### DEFAULT AND REMEDIES

**Section 1001. Remedies.** The provisions of this Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

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

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

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

The Issuer hereby directs the Paying Agent to notify the Owners and Bond Insurer of any Event of Default of which it has actual notice.

**Section 1002. Limitation on Rights of Owners.** The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds of any series shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the Funds and Accounts herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of such Outstanding Bonds.

**Section 1003. Remedies Cumulative.** No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

**Section 1004. No Obligation to Levy Taxes.** Nothing contained in this Bond Resolution shall be construed as imposing on the Issuer any duty or obligation to levy any taxes either to meet any obligation incurred herein or to pay the principal of or interest on the Bonds.

**Section 1005. Control of Remedies Upon an Event of Default and Event of Insolvency.** Notwithstanding anything herein to the contrary, upon the occurrence and continuance of an Event of Default, the Bond Insurer, provided the Bond Insurance Policy is in full force and effect and the Bond Insurer shall not be in default thereunder, shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners of Insured Bonds under this Bond Resolution, including but not limited to the following:

(a) in the event of a default of a covenant herein for the benefit of the Bond Insurer or a rate covenant set forth in Section 802 hereof, the Bond Insurer shall have the right to appoint an independent consultant to advise on appropriate cure or remediation strategies; and

(b) if an Event of Default has occurred and is continuing, the Bond Insurer shall have the right to seek the appointment of a receiver for the System.

## ARTICLE XI

### DEFEASANCE

**Section 1101. Defeasance.** When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged (and all other Obligations of the Issuer to the Owner of the Series 2015-C Bonds set forth in the Bondholders Agreement have been paid and discharged), then the requirements contained in this Bond Resolution and the pledge of the Revenues hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon (and any unpaid Obligations associated with the Series 2015-C Bonds) shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal or Redemption Price of said Bonds and/or interest accrued (and any unpaid Obligations associated with the Series 2015-C Bonds) to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until: (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with *Section 303* of this Bond Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution. The Issuer shall notify the Bond Insurer of any defeasance of any Insured Bonds insured by the Bond Insurer.

Notwithstanding anything in this Bond Resolution to the contrary, in the event that the principal and/or interest due on the Insured Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Insured Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer and the covenants, agreements and other obligations of the Issuer to the Owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such Owners.

With respect to any advance refunding of Insured Bonds, the Issuer shall provide to the Bond Insurer: (a) 15 days advance notice of such advance refunding; (b) a report of an Independent Accountant acceptable to the Bond Insurer verifying the sufficiency of the escrow established to pay the Insured Bonds in full on the Stated Maturity or Redemption Date; (c) an escrow agreement acceptable in form and substance to the Bond Insurer together with an opinion of counsel regarding the validity and enforceability of such escrow agreement; and (d) an opinion of Bond Counsel to the effect that the Insured Bonds so advanced refunded are no longer Outstanding under the Bond Resolution and that the defeasance will not adversely impact the exclusion from gross income for federal income tax purposes of interest on the Insured Bonds to be defeased.

## ARTICLE XII

### TAX COVENANTS

**Section 1201. General Covenants.** The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Series 2015-B Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk or chief financial officer are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Series 2015-B Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

**Section 1202. Survival of Covenants.**

The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Series 2015-B Bonds pursuant to *Article XI* of the Series 2011-A Bond Resolution or any other provision of this Series 2015 Supplemental Resolution until such time as is set forth in the Federal Tax Certificate.

## ARTICLE XIII

### CONTINUING DISCLOSURE REQUIREMENTS

**Section 1301. Disclosure Requirements.** The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is set forth in the Disclosure Agreement, which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

**Section 1302. Failure to Comply with Continuing Disclosure Requirements.** In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. The Purchaser or Beneficial Owner shall provide a copy of any such demand or notice to the Bond Insurer. Notwithstanding anything else herein to the contrary, any failure by the Issuer to comply with the Disclosure Undertaking shall not be an Event of Default hereunder.

## ARTICLE XIV

### PROVISIONS RELATING TO THE BOND INSURANCE POLICY

**Section 1401. Insured Bonds.** As long as the Bond Insurance Policy shall be in full force and effect, the Issuer and the Paying Agent agree to comply with the following provisions related to the Insured Bonds.

**Section 1402. Payment Procedure Pursuant to Bond Insurance Policy.**

(a) In the event that on the second Business Day prior to the Bond Payment Date on the Insured Bonds, the Paying Agent has not received sufficient moneys to pay all Debt Service Requirements on the Insured Bonds due on the second following Business Day, the Paying Agent shall immediately notify the Bond Insurer or its designee on the same Business Day by telephone and email, confirmed in writing by registered or certified mail, of the amount of the deficiency.

(b) If the deficiency is made up in whole or in part prior to or on the Bond Payment Date, the Paying Agent shall so notify the Bond Insurer or its designee.

(c) If the Paying Agent has notice that any Owner of Insured Bonds has been required to disgorge payments of principal or interest on the Insured Bonds to a trustee in bankruptcy or creditors or others pursuant to a final judgment by a court of competent jurisdiction that such payment constitutes an avoidable preference to such Owner within the meaning of any applicable bankruptcy laws, then the Paying Agent shall notify the Bond Insurer or its designee of such fact by telephone, confirmed in writing by registered or certified mail.

(d) Payments with respect to claims for interest on and principal of Insured Bonds disbursed by the Paying Agent from proceeds of the Bond Insurance Policy shall not be considered to discharge the obligation of the Issuer with respect to such Insured Bonds, and the Bond Insurer shall become the owner of such unpaid Insured Bonds and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of this subsection or otherwise.

(f) Irrespective of whether any such assignment is executed and delivered, the Issuer and the Paying Agent hereby agree for the benefit of the Bond Insurer that:

(1) They recognize that to the extent the Bond Insurer makes payments, directly or indirectly (as by paying through the Paying Agent), on account of principal of or interest on the Insured Bonds, the Bond Insurer will be subrogated to the rights of such Owners to take all actions and enforce all rights of such Owners and to receive the amount of such principal and interest from the Issuer, with interest thereon as provided and solely from the Net Revenues stated in this Bond Resolution and in the Insured Bonds; and

(2) They will accordingly pay to the Bond Insurer the amount of such principal and interest (including principal and interest recovered under subparagraph (ii) of the first paragraph of the Policy, which principal and interest shall be deemed past due and not to have been paid), with interest thereon as provided in this Bond Resolution and in the Insured Bond, but only from the Net Revenues and in the manner provided herein for the payment of principal of and interest on the Insured Bonds to the Owners, and will otherwise treat the Bond Insurer as the owner of such rights to the amount of such principal and interest.

**Section 1403. Designation of Paying Agent as Attorney-in-Fact.** The Paying Agent is hereby irrevocably designated, appointed, directed and authorized to act as attorney-in-fact for the Owners as follows:

(a) If and to the extent there is a deficiency in amounts required to pay interest on the Insured Bonds, the Paying Agent shall: (1) execute and deliver to the Insurance Paying Agent/Trustee, in form satisfactory to the Insurance Paying Agent/Trustee, an instrument appointing the Bond Insurer as agent for such Owners in any legal proceeding related to the payment of such interest and an assignment to the Bond Insurer of the claims for interest to which such deficiency relates and which are paid by the Bond Insurer; (2) receive as designee of the respective Owners (and not as Paying Agent) in accordance with

the tenor of the Bond Insurance Policy payment from the Insurance Paying Agent/Trustee with respect to the claims for interest so assigned, and (3) disburse the same to such respective Owners; and

(b) If and to the extent of a deficiency in amounts required to pay principal of the Insured Bonds, the Paying Agent shall: (1) execute and deliver to the Insurance Paying Agent/Trustee in form satisfactory to the Owners in any legal proceeding relating to the payment of such principal and an assignment to the Bond Insurer of any of the Insured Bonds surrendered to the Insurance Paying Agent/Trustee of so much of the principal amount thereof as has not previously been paid or for which moneys are not held by the Paying Agent and available for such payment (but such assignment shall be delivered only if payment from the Insurance Paying Agent/Trustee is received); (2) receive as designee of the respective Owners (and not as Paying Agent) in accordance with the tenor of the Bond Insurance Policy payment therefor from the Insurance Paying Agent/Trustee; and (3) disburse the same to such Owners.

**Section 1404. Consent of the Bond Insurer.** Any provision of this Bond Resolution expressly recognizing or granting rights in or to the Bond Insurer may not be amended in any manner which affects the rights of the Bond Insurer hereunder, with respect to the Insured Bonds, without the prior written consent of the Bond Insurer.

The Bond Insurer's consent shall be required in addition to Owner consent, when required, for the execution and delivery of any supplemental resolution, or any amendment, supplement or change to or modification of other documents relating to the security for the Insured Bonds; removal or substitution of the Paying Agent; or approval of any action or document requiring approval of the Owners of the Insured Bonds.

**Section 1405. Notices to the Bond Insurer.**

While the Bond Insurance Policy is in effect, the Issuer shall, in addition to the other notice requirements contained in this Bond Resolution, furnish to the Bond Insurer in writing sent by registered or certified mail addressed to the Bond Insurer at the Notice Address:

(a) As soon as practicable after the filing thereof, a copy of any financial statement, audit and/or annual report of the Issuer and/or the System;

(b) A copy of any notice to be given to the Owners, including, without limitation, notice of any redemption of or defeasance of Insured Bonds, and any certificate rendered pursuant to this Bond Resolution relating to the security for the Insured Bonds;

(c) Notice of any draw upon any Debt Service Reserve Account within two Business Days, other than withdrawals of amounts in excess of the Debt Service Reserve Requirement or made in connection with a refunding of any Parity Bonds;

(d) Notice of an Event of Default within five Business Days after the occurrence of such event;

(e) Copies of any Material Event notices filed pursuant to the Disclosure Undertaking; and

(f) Such additional information as the Bond Insurer may reasonably request.

**Section 1406. Third Party Beneficiary.** The Bond Insurer is hereby explicitly recognized as being a third-party beneficiary to this Bond Resolution with the power to enforce any such right, remedy or claim conferred, given or granted hereunder.

**Section 1407. Reimbursement.** The Issuer agrees to reimburse the Bond Insurer immediately and unconditionally upon demand, to the extent permitted by law, for all reasonable expenses, including attorneys' fees and expenses, incurred by the Bond Insurer in connection with the enforcement by the Bond Insurer of the Issuer's obligations, or the preservation or defense of any rights of the Bond Insurer, under the Bond Resolution and any other document executed in connection with the issuance of the Insured Bonds.

**Section 1408. Suspension of Bond Insurer's Rights.** Rights of the Bond Insurer to direct or consent to actions granted under this Bond Resolution shall be suspended during any period in which the Bond Insurer is in default in its payment obligations under the Bond Insurance Policy (except to the extent of amounts previously paid by the Bond Insurer and due and owing to the Bond Insurer) and shall be of no force or effect in the event the Bond Insurance Policy is no longer in effect or the Bond Insurer asserts that the Bond Insurance Policy is not in effect or the Bond Insurer shall have provided written notice that it waives such rights.

## ARTICLE XV

### MISCELLANEOUS PROVISIONS

**Section 1501. Amendments.** The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond;
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution; or
- (e) permit the creation of a lien on the Revenues prior or equal to the lien of the Parity Bonds or Additional Obligations.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding and the Bond Insurer, with respect to the Insured Bonds.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Project, to reallocate proceeds of the Bonds among Project, to provide for a Substitute Project, to conform this Bond Resolution to the

Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

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

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

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

**Section 1502. Notices, Consents and Other Instruments by Owners.** Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

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

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

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

**Section 1503. Notices.** Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice

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

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

**Section 1504. Inconsistent Provisions.** In case any one or more of the provisions of this Series 2015 Resolution or of the Series 2015 Bonds issued hereunder shall for any reason be inconsistent with the provisions of the Series 2011-A Bond Resolution, any Parity Resolution or any previously issued Bonds, the provisions of the Series 2011-A Bond Resolution shall prevail with respect to such previously issued Bonds, so long as such previously issued Bonds are Outstanding.

**Section 1505. Electronic Transactions.** The issuance of the Series 2015 Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

**Section 1506. Further Authority.** The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Series 2015 Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 1507. Severability.** If any section or other part of this Series 2015 Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

**Section 1508. Governing Law.** This Series 2015 Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1509. Effective Date.**  
This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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**ADOPTED** by the governing body of the Issuer on June 9, 2015.

(SEAL)

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Mayor

ATTEST:

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Clerk

**CERTIFICATE**

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. R-15-68 (the "Bond Resolution") of the City of Coffeyville, Kansas, adopted by the governing body on June 9, 2015 as the same appears of record in my office, and that the Bond Resolution has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: June 9, 2015.

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Clerk

**EXHIBIT A-1  
(FORM OF SERIES 2015-B BOND)**

**REGISTERED  
NUMBER \_\_\_**

**REGISTERED  
\$ \_\_\_\_\_**

**Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.**

**UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF MONTGOMERY  
CITY OF COFFEYVILLE  
ELECTRIC UTILITY SYSTEM REVENUE BOND  
SERIES 2015-B**

**Interest  
Rate:**

**Maturity  
Date:**

**Dated  
Date: June 26, 2015**

**CUSIP:**

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Coffeyville, in the County of Montgomery, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 of each year, commencing December 1, 2015 (the “Interest Payment Dates”), until the Principal Amount has been paid.

**Method and Place of Payment.** The principal or redemption price of this Series 2015-B Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Series 2015-B Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Series 2015-B Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Series 2015-B Bond on any Interest Payment Date shall be paid to the person in whose name this Series 2015-B Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner or, (b) in the case of an interest payment to

Cede & Co. or any Registered Owner of \$500,000 or more in aggregate principal amount of Series 2015-B Bonds, by electronic transfer to such Registered Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Series 2015-B Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

**Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

**ADDITIONAL PROVISIONS OF THIS SERIES 2015-B BOND ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.**

**Authentication.** This Series 2015-B Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

**IT IS HEREBY DECLARED AND CERTIFIED** that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Series 2015-B Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation, and that provision has been duly made for the collection and segregation of the Revenues of the Electric Utility System (the "System") and for the application of the same as provided in the hereinafter defined Bond Resolution.

**IN WITNESS WHEREOF**, the Issuer has caused this Series 2015-B Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

**CITY OF COFFEYVILLE, KANSAS**

(Facsimile Seal)

\_\_\_\_\_  
Christopher V. Williams, Mayor

ATTEST:

By \_\_\_\_\_  
Cindy Price, City Clerk

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**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This Series 2015-B Bond is one of a series of Electric Utility System Revenue Bonds, Series 2015-B, of the City of Coffeyville, Kansas, described in the within-mentioned Bond Resolution.

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

Office of the State Treasurer,  
Topeka, Kansas,  
as Bond Registrar and Paying Agent

By \_\_\_\_\_

Registration Number: 0126-063-062615-[\_\_\_\_]

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**(FORM OF REVERSE SIDE OF BOND)**

**ADDITIONAL PROVISIONS**

**Authorization of Series 2015-B Bonds.** This Series 2015-B Bond is one of an authorized series of bonds of the Issuer designated “Electric Utility System Revenue Bonds, Series 2015-B,” aggregating the principal amount of \$[Principal 2015-B] (the “Series 2015-B Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Series 2015-B Bonds and the Resolution of the Issuer prescribing the form and details of the Series 2015-B Bonds (collectively the “Bond Resolution”). The Series 2015-B Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

**Special Obligations.** The Series 2015-B Bonds are special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the taxing power of the Issuer is not pledged to the payment of the Series 2015-B Bonds either as to principal or interest. The Series 2015-B Bonds shall not be or constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision, limitation or restriction. The Series 2015-B Bonds stand on a parity and are equally and ratably secured with respect to the payment of principal and interest from the Net Revenues and in all other respects with any Parity Bonds or Parity Obligations currently Outstanding or to be issued pursuant to the Bond Resolution, but senior in lien status to any Junior Lien Obligations or Subordinate Lien Bonds currently Outstanding or to be issued pursuant to the Bond Resolution. *Under the conditions set forth in the Bond Resolution, the Issuer has the right to issue additional System Indebtedness payable from the same source and secured by the Revenues on a parity with said Revenues; provided, however, that such additional System Indebtedness may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Bond Resolution.*

The Issuer hereby covenants and agrees with the Registered Owner of this Series 2015-B Bond that it will keep and perform all covenants and agreements contained in the Bond Resolution, and will fix,

establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System, as will produce Net Revenues sufficient to pay the costs of operation and maintenance of the System, pay the principal of and interest on the Bonds as and when the same become due, and provide reasonable and adequate reserve funds. Reference is made to the Bond Resolution for a description of the covenants and agreements made by the Issuer with respect to the collection, segregation and application of the Revenues, the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer with respect thereto, and the rights of the Registered Owners thereof.

**Redemption Prior to Maturity.** The Series 2015-B Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

**Book-Entry System.** The Series 2015-B Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One certificate with respect to each date on which the Series 2015-B Bonds are stated to mature or with respect to each form of Series 2015-B Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Series 2015-B Bonds by the Securities Depository's participants, beneficial ownership of the Series 2015-B Bonds in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Series 2015-B Bond, as the owner of this Series 2015-B Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Series 2015-B Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to Beneficial Owners of the Series 2015-B Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such Beneficial Owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the Owner of this Series 2015-B Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Series 2015-B Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.]

**Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.** This Series 2015-B Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Series 2015-B Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Series 2015-B Bond or Series 2015-B Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Series 2015-B Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Series 2015-B Bond is registered on the Bond Register as the absolute owner hereof for the purpose

of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Series 2015-B Bonds are issued in fully registered form in Authorized Denominations.

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**LEGAL OPINION**

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Series 2015-B Bonds:

**GILMORE & BELL, P.C.**  
Attorneys at Law  
100 N. Main Suite 800  
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

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**BOND ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_  
(Social Security or Taxpayer Identification No.)

the Series 2015-B Bond to which this assignment is affixed in the outstanding principal amount of \$\_\_\_\_\_, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint \_\_\_\_\_ as agent to transfer said Series 2015-B Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security or  
Taxpayer Identification No.

\_\_\_\_\_  
Signature (Sign here exactly as name(s)  
appear on the face of Certificate)

Signature guarantee:

By \_\_\_\_\_



**EXHIBIT A-2  
(FORM OF SERIES 2015-C BOND)**

**REGISTERED  
NUMBER \_\_\_**

**REGISTERED  
\$ \_\_\_\_\_**

**UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF MONTGOMERY  
CITY OF COFFEYVILLE  
TAXABLE ELECTRIC UTILITY SYSTEM REVENUE BOND  
SERIES 2015-C**

**Maturity Date:**

**Dated Date: June 26, 2015**

**REGISTERED OWNER: JP MORGAN CHASE BANK, N.A.  
383 Madison Avenue, Floor 8  
New York, New York 10179  
Tax I.D. No. 13-4994650**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Coffeyville, in the County of Montgomery, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Stated Maturities set forth on the Amortization Schedule attached hereto, subject to redemption prior to the Maturity Date shown above and also subject to mandatory tender on the Mandatory Tender Date, as the same may be extended as set forth in the hereinafter defined Bond Resolution. The Series 2015-C Bonds shall initially bear interest at a rate equal to 3.25% per annum, subject to adjustment as provided in *Schedule A* to the Bond Resolution (computed on the basis of a 360-day year of twelve 30-day months), and shall be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2015 (each such date being referred to herein as an "Interest Payment Date"), until the Principal Amount has been paid. If an Event of Default occurs with respect to the Series 2015-C Bonds, and is continuing, the unpaid principal amount of the Series 2015-C Bonds shall, immediately and automatically, bear interest for each day from the date of such Event of Default until such Event of Default shall have been cured or waived at a rate per annum equal to the Default Rate, provided such actual interest rate shall not exceed the Maximum Rate, payable until such time as the Series 2015-C Bonds have been repaid in full or said Event of Default shall have been cured or waived. Additional provisions regarding changes in interest rates and obligations after an Event of Default are set forth in the Bond Resolution and are incorporated herein by reference.

**Method and Place of Payment.** The installments of principal and interest payable on this Series 2015-C Bond shall be paid on any Bond Payment Date by Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar") to the person in whose name this Series 2015-C Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s), which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such principal of and/or interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner or (b) in the case of an interest payment to any Registered Owner of \$500,000 or more

in aggregate principal amount of Series 2015-C Bonds, by electronic transfer to such Registered Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The final payment of principal of this Bond, whether at the Maturity Date set forth above or upon earlier redemption, shall be made upon presentation and surrender of this Bond at the principal office of the Paying Agent. The principal or redemption price of and interest on the Series 2015-C Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

**Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

**Authorization of Series 2015-C Bonds.** This Series 2015-C Bond is one of an authorized series of bonds of the Issuer designated “Taxable Electric Utility System Revenue Bonds, Series 2015-C,” aggregating the principal amount of \$[Principal 2015-C] (the “Series 2015-C Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Series 2015-C Bonds and the Resolution of the Issuer prescribing the form and details of the Series 2015-C Bonds (collectively the “Bond Resolution”). The Series 2015-C Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of, the Constitution and laws of the State of Kansas, including K.S.A. 10-116a and K.S.A. 10-1201 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

**Special Obligations.** The Series 2015-C Bonds are special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the taxing power of the Issuer is not pledged to the payment of the Series 2015-C Bonds either as to principal or interest. The Series 2015-C Bonds shall not be or constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision, limitation or restriction. The Series 2015-C Bonds shall constitute Junior Lien Obligations and shall be junior and subordinate with respect to the payment of principal and interest from the Net Revenues and in all other respects to the Parity Bonds and, in the event of any default in the payment of either principal of or interest on any of the System Indebtedness, all of the Net Revenues will be applied solely to the payment of the principal of and interest on the Parity Bonds until such default is cured. The Series 2015-C Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over any Parity Bonds or Parity Obligations. ***Under the conditions set forth in the Bond Resolution, the Issuer has the right to issue additional System Indebtedness payable from the same source and secured by the Revenues on a prior lien or parity basis as the Series 2015-C Bonds with said Revenues; provided, however, that such additional System Indebtedness may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Bond Resolution.***

The Issuer hereby covenants and agrees with the Registered Owner of this Series 2015-C Bond that it will keep and perform all covenants and agreements contained in the Bond Resolution, and will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System, as will produce Net Revenues sufficient to pay the costs of operation and maintenance of the System, pay the principal of and interest on the Bonds as and when the same become due, and provide reasonable and adequate reserve funds. Reference is made to the Bond Resolution for a description of the covenants and agreements made by the Issuer with respect to the collection, segregation and application of the Revenues, the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer with respect thereto, and the rights of the Registered Owners thereof.

**Redemption Prior to Maturity.** The Series 2015-C Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

**Mandatory Tender Prior to Maturity.** The Series 2015-C Bonds are subject to tender prior to maturity as set forth in the Bond Resolution.

**Transfer and Exchange.** This Series 2015-C Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Series 2015-C Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Series 2015-C Bond or Series 2015-C Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Series 2015-C Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Series 2015-C Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Series 2015-C Bonds are issued in fully registered form in Authorized Denominations.

**Authentication.** This Series 2015-C Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

**IT IS HEREBY DECLARED AND CERTIFIED** that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Series 2015-C Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation, and that provision has been duly made for the collection and segregation of the Revenues of the Electric Utility System (the "System") and for the application of the same as provided in the hereinafter defined Bond Resolution.

**IN WITNESS WHEREOF**, the Issuer has caused this Series 2015-C Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

**CITY OF COFFEYVILLE, KANSAS**

(Facsimile Seal)

\_\_\_\_\_  
Christopher V. Williams, Mayor

ATTEST:

By \_\_\_\_\_  
Cindy Price, City Clerk

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**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This Series 2015-C Bond is one of a series of Taxable Electric Utility System Revenue Bonds, Series 2015-C, of the City of Coffeyville, Kansas, described in the within-mentioned Bond Resolution.

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

Office of the State Treasurer,  
Topeka, Kansas,  
as Bond Registrar and Paying Agent

By \_\_\_\_\_

Registration Number: 0126-063-062615-[\_\_\_\_]

---

**LEGAL OPINION**

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Series 2015-C Bonds:

**GILMORE & BELL, P.C.**  
Attorneys at Law  
100 N. Main Suite 800  
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

---

**BOND ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_  
(Social Security or Taxpayer Identification No.)

the Series 2015-C Bond to which this assignment is affixed in the outstanding principal amount of \$\_\_\_\_\_, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint \_\_\_\_\_ as agent to transfer said Series 2015-C Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated \_\_\_\_\_



**AMORTIZATION SCHEDULE**

<u>Stated Maturity</u>	<u>Principal Amount</u>	<u>Outstanding Balance</u>
	\$(_____)	\$(_____)

**SCHEDULE A**  
**ADJUSTMENT TO INTEREST RATE – SERIES 2015-C BONDS**

<b>Rating Downgrade Scenario (S&amp;P / Fitch)</b>	<b>Adjustment to Interest Rate</b>
Each Downgrade of a Rating to a Rating Category equal to or better than an Investment Grade Rating	Interest Rate increases 0.40% per Downgrade
Downgrade of one Rating to a Rating Category below an Investment Grade Rating while other Rating is equal to or better than an Investment Grade Rating	Interest Rate increases 0.80% per Downgrade
Downgrade of both Ratings to Rating Categories below Investment Grade Ratings	Interest Rate Will Become the Default Rate

The Issuer and the Purchaser acknowledge and agree that, as of the Dated Date, the interest rate borne by the Series 2015-C Bonds is 3.25%.

The Interest Rate accruing on the Series 2015-C Bonds and all other Obligations for any date shall be determined by reference to the Rating Category assigned to the unenhanced long-term credit rating assigned to the Issuer’s Parity Bonds for such date (each unenhanced long-term credit rating being referred to herein as a “*Rating*”). Each Downgrade in the Rating Category assigned to any such Parity Bonds will result in an increase in the Interest Rate as indicated above. If a Downgrade occurs other than on an Interest Payment Date, the determination of the Interest Rate due and payable on the next succeeding Interest Payment Date will be pro-rated to reflect such Downgrade. If any Rating Agency shall withdraw or suspend a Rating of any Parity Bonds for a credit-related reason, then the Interest Rate borne by the Series 2015-C Bonds and all other Obligations under the Agreement shall increase automatically and immediately to the Default Rate.

All increases to the Interest Rate as described in this *Schedule A* shall be cumulative.

**SCHEDULE B**  
**AMORTIZATION SCHEDULE – SERIES 2015-C BONDS**

[TO BE PROVIDED AFTER PRICING]

		<b>CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM</b>	
<b>MEETING DATE</b>	June 9, 2015		
<b>RESOLUTION OR ORDINANCE NUMBER</b>	R-15-69		
<b>AGENDA TITLE</b>	<b>A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH SPRINGSTED INCORPORATED TO PROVIDE CONTINUING DISCLOSURE FILINGS FOR FY 2015 FOR THE CITY OF COFFEYVILLE.</b>		
<b>REQUESTING DEPARTMENT</b>	Finance Department		
<b>PRESENTER</b>	Stephanie A. Richardson, Finance Director		
<b>FISCAL INFORMATION</b>	Cost as recommended:	\$1,400.00	
	Budget Line Item:	010-5-014-478	
	Balance Available		
	New Appropriation Required:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<b>PURPOSE</b>	The city is required to provide annual continuing disclosure updates to the Municipal Securities Rulemaking Board (MSRB) on the Electronic Municipal Market Access (EMMA) website to maintain compliance with our current bond covenants.		

<b>BACKGROUND</b>	As noted in the memo from Springsted Incorporated related to the 2015 bond issue, city staff has been working with Springsted to update its past filings to meet the bond requirements for this transaction. The memo notes the city has taken steps to assure that the city will consistently meet its continuing disclosure commitments in the future to submit economic and operating data on the city and the electric utility as long as we have the outstanding debt. This agreement is the step necessary to satisfy that requirement with bond holders.
<b>SPECIAL NOTES</b>	
<b>ANALYSIS</b>	<p>Springsted has provided a quote to perform this work for FY 2015 in the amount not to exceed \$1,400. This will include gathering and submitting all required information to meet the city's continuing disclosure requirements for all current outstanding debt issues.</p> <p>This amount was not originally included in the FY 2015 budget, therefore staff is requesting a new appropriation in the amount not to exceed \$1,400.</p>
<b>PUBLIC INFORMATION PROCESS</b>	N/A
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A
<b>STAFF RECOMMENDATION</b>	Staff recommends approval of the resolution.
<b>REFERENCE DOCUMENTS ATTACHED</b>	

**RESOLUTION NO. R-15-69**

**A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH SPRINGSTED INCORPORATED TO PROVIDE FY 2015 CONTINUING DISCLOSURE FILINGS FOR THE CITY OF COFFEYVILLE.**

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and City Clerk is hereby authorized to enter into an agreement with Springsted Incorporated in an amount not to exceed \$1,400 to provide continuing disclosure filings for the City of Coffeyville for FY 2015.

ADOPTED THIS 9<sup>TH</sup> DAY OF JUNE 2015.

\_\_\_\_\_  
Christopher V. Williams, Mayor

ATTEST:

\_\_\_\_\_  
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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

 <p style="text-align: center;"><b>CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM</b></p>	
<b>MEETING DATE</b>	June 09, 2015
<b>RESOLUTION OR ORDINANCE NUMBER</b>	R-15-70
<b>AGENDA TITLE</b>	<b>A Resolution to authorize execution of Change Order No. 2 to the construction contract with Muller Construction for the 2014 Street Reconstruction Project.</b>
<b>REQUESTING DEPARTMENT</b>	Public Works – Engineering
<b>PRESENTER</b>	Chuck Shively, Director of Public Works
<b>FISCAL INFORMATION</b>	Cost as recommended: \$6,442.89 Decrease
	Budget Line Item: 520-5-220-868
	Balance Available N/A
	New Appropriation Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To authorize Change Order No. 2 modifying the final quantities, and related expenses, to actual quantities completed.
<b>BACKGROUND</b>	The City of Coffeyville awarded a construction contract to Muller Construction on May 13, 2014 for the 2014 Street Reconstruction Project. The project, as awarded, was for replacement or repair of Union Street (1 <sup>st</sup> Street to 4 <sup>th</sup> Street), Grant Street (North of 1 <sup>st</sup> Street) and Boulder Street (8 <sup>th</sup> Street to 11 <sup>th</sup> Street).
<b>SPECIAL NOTES</b>	N/A

<b>ANALYSIS</b>	<p>The contract was awarded based on <u>estimated</u> quantities to be installed times unit prices bid.</p> <p>This proposed Change Order No. 2 modifies the contract to reflect <u>actual</u> quantities installed times unit prices bid, for Grant Street and Boulder Street.</p> <p>The City Commission directed staff to add Fresno Street to the project after the original award. Those costs will be added by Change Order No. 3 after project completion.</p> <p>This proposed Change Order No. 2 decreases the final cost for Grant Street by \$8,826.19 and increases the final cost for Boulder Street by \$2,383.30, for a combined Change Order decrease in the contract price of \$6,442.89.</p>
<b>PUBLIC INFORMATION PROCESS</b>	N/A
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A
<b>STAFF RECOMMENDATION</b>	Authorize execution of Change Order No. 2 to the 2014 Street Reconstruction Project construction contract with Muller Construction, decreasing the contract amount by \$6,442.89.
<b>REFERENCE DOCUMENTS ATTACHED</b>	Change Order No. 2 to the 2014 Street Reconstruction Project.

**RESOLUTION NO. R-15-70**

**A RESOLUTION TO AUTHORIZE THE EXECUTION OF CHANGE ORDER NO. 2 TO THE CONSTRUCTION CONTRACT WITH MULLER CONSTRUCTION, INC, FOR THE 2014 STREET RECONSTRUCTION PROJECT, DECREASING THE CONTRACT AMOUNT BY \$6,442.89.**

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 Change Order No. 2 to the construction contract with Muller Construction, Inc. for the 2014 Street Reconstruction Project, decreasing the contract amount by \$6,442.89.

ADOPTED THIS 9<sup>TH</sup> DAY OF JUNE 2015.

\_\_\_\_\_  
Christopher V. Williams, Mayor

ATTEST:

\_\_\_\_\_  
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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

**CHANGE ORDER #2 (Grant Street & Boulder Street Final)**

Sheet No. 1 of 1

To: Muller Construction, Inc.

Change Order No. 2  
County: Montgomery  
Route: Grant Street & Boulder Street  
Project: Coffeyville Street Improvements  
Job No. 13163

You are hereby directed to make the following changes from the contract.



1. Description and Reason for Change (Attach Supplemental Sheets if Required)

On Grant Street:

Mostly, the items deleted from the contract were deemed as not necessary, by the City Engineering Department, to successfully and satisfactorily complete the project.

The additions to the contract were made due to poor subgrade soils and poor backfill found in the sanitary sewer trench on the west side of the street. The extent of the poor backfill was not known until excavation for the project began.

On Boulder Street:

Mostly, the items deleted from the contract were due to a field change to the design of the street drainage. Poor drainage was a driving force behind the project from its beginning.

The additions to the contract were due to the field change to the design of the street drainage and also to accommodate additional full depth street repair. The extents of the poor pavement worsened since the 4 street improvement projects began.

2. Estimate of Cost of work Affected by this Change Order.

**Grant Street**

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	Units	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT	
	2	Removals	1	1	0	LS	\$5,000.00	\$2,500.00		
	4	Coldmilling (Pavement Transition)	100	0	-100	SY	\$50.00		-\$5,000.00	
	5	2" Asphalt (BM-1) Overlay	117	86.9	-30.1	Tons	\$97.00		-\$2,919.70	
	6	3" Asphalt (BM-2) Overlay	136	153.08	17.08	Tons	\$97.00	\$1,657		
	7	Tack Coat	134	122	-12	Gal	\$6.00		-\$72	
	8	2" Asphalt SR-09.5A (Full Depth)	59	88.33	29.33	Tons	\$105.00	\$3,079.65		
	9	4" Bit. Base SR-12.5A (Full Depth)	116	172.22	56.22	Tons	\$105.00	\$5,903.10		
	11	Concrete Curb & Gutter	290	252	-38	LF	\$18.00		-\$684.00	
	13	Concrete Curb Ramp	15	5	-10	SY	\$55.00		-\$550.00	
	14	Truncated Domes	3	1	-2	Each	\$250.00		-\$500.00	
	15	2" Asphalt (BM-1) Entrance	136	0	-136	SY	\$35.00		-\$4,760.00	
	18	Silt Fence	100	0	-100	LF	\$4.00		-\$400.00	
	19	Straw Wattles	314	0	-314	LF	\$20.00		-\$6,280.00	
	20	Ditch Checks	2	0	-2	Each	\$400.00		-\$800.00	
							TOTALS	\$13,139.51	(\$21,965.70)	
				GRANT STREET TOTAL UNDERRUN					-\$8826.19	

**Fig. 136.11.2**

Revised 01-01-09

**Boulder Street**

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	Units	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
	4	Coldmilling (Pavement Transition)	150	0	-150	SY	\$25.00		-\$3,750.00
	5	2" Asphalt (BM-1) Overlay	122	189.11	67.11	Tons	\$130.00	\$8,724.30	
	6	Tack Coat	55	89	34	Gal	\$6.00	\$204.00	
	7	Full Depth Pavement Repair (Concrete)	111	213	102	SY	\$55.00	\$5,610.00	
	8	2" Asphalt SR-09.5A (Widening)	3	0	-3	Tons	\$150.00		-\$450.00
	9	4" Bit. Base SR-12.5A (Widening)	5	0	-5	Tons	\$150.00		-\$750.00
	11	3' Concrete Swale Edge	272	0	-272	LF	\$20.00		-\$5,440.00
	12	2" Asphalt (BM-1) Entrance	19	0	-19	SY	\$45.00		-\$855.00
	14	Silt Fence	170	0	-170	LF	\$4.00		-\$680.00
	15	Straw Wattles	190	0	-190	LF	\$20.00		-\$3,800.00
	16	Ditch Checks	1	0	-1	Each	\$400.00		-\$400.00
	18	Reset mailboxes & signage	1	0	-1	LS	\$350.00		-\$350.00
	CO11	4' x104' Concrete Swale Edge	0	46	46	SY	\$55.00	\$2,530.00	
	CO Add	Inlet & Gutter Crossing	0	1	1	LS	\$1,790.00	\$1,790.00	
							TOTALS	\$18,858.30	(\$16,475.00)
				BOULDER STREET TOTAL OVERRUN				\$2383.30	
			GRAND TOTAL CHANGE ORDER #2 UNDERRUN						-\$6442.89

3. Settlement for Cost of the above Change to be made at Contract Unit Price Except as Noted:

1. CONTRACT AMOUNT		\$ 382,527.75	The Terms of Settlement outlined above are hereby agreed to.  Muller Construction, Inc.  CONTRACTOR  by : _____  Date
2. UNDERRUN THIS ORDER		-\$6442.89	
3. OVERRUN PREVIOUS		\$18,506.50	
4. TOTAL OVERRUN TO DATE		\$12,063.61	
5. TOTAL		\$ 394,591.36	

  
SUBMITTED ENGINEER TSE

6/3/2015  
DATE

APPROVAL RECOMMENDED CITY OF COFFEYVILLE

DATE

 <p style="text-align: center;"><b>CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM</b></p>	
<b>MEETING DATE</b>	June 09, 2015
<b>RESOLUTION OR ORDINANCE NUMBER</b>	R-15-71
<b>AGENDA TITLE</b>	<b>A Resolution to authorize execution of a Supplemental Agreement No. 1 with the Kansas Department of Transportation for the 2014 &amp; 2015 KLINK Grants.</b>
<b>REQUESTING DEPARTMENT</b>	Public Works – Engineering
<b>PRESENTER</b>	Chuck Shively, Director of Public Works
<b>FISCAL INFORMATION</b>	Cost as recommended: \$0.00
	Budget Line Item: 520-5-000-868
	Balance Available N/A
	New Appropriation Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To combine the 2014 and 2015 KLINK grant projects into one agreement by cancelling the 2015 grant project agreement, and by combining the work and funding into the 2014 grant project agreement.
<b>BACKGROUND</b>	<p>The City of Coffeyville was awarded a 2014 KLINK grant by the Kansas Department of Transportation (KDOT) for repairs and overlay of 11<sup>th</sup> Street and Northeast Street (US 166/169) from Walnut Street to 8<sup>th</sup> Street. The grant was for 50% of allowable project expenses up to \$200,000 of KDOT funds.</p> <p>Plans and specifications were prepared and the project was advertised for bids. When the bids were opened, all bids exceeded the engineer's estimate. It was determined that, because it was a fairly small project, the unit prices bid were higher than would be expected for a larger project.</p>

<b>BACKGROUND (CONTINUED)</b>	<p>So we requested, and received, permission by KDOT to reject all bids and combine the project with our proposed 2015 KLINK project, if we were awarded a 2015 grant. The idea was that a larger project would attract more bidders and lower unit prices.</p> <p>A 2015 KLINK grant was awarded to the City of Coffeyville by KDOT for repairs and overlay of 11<sup>th</sup> Street (US 166) from Buckeye Street to Walnut Street. The grant was for 50% of allowable project expenses up to \$200,000 of KDOT funds.</p> <p>Plans and specifications were then prepared for the combined project and it was advertised for bids. When the bids were opened, the unit prices were lower and the total bids were in line with the engineer's estimate.</p> <p>The project was subsequently awarded and construction was completed.</p>
<b>SPECIAL NOTES</b>	N/A
<b>ANALYSIS</b>	<p>This proposed Supplemental Agreement No. 1 cancels KLINK Project No. 166-63-U-0189-01 (2015 KLINK project) and combines the work and funding into KLINK Project No. 166-63-U-0134-01 (2014 KLINK Project).</p> <p>The revised scope of the agreement is for repairs and overlay of 11<sup>th</sup> Street and Northeast Street (US 166/169) from Buckeye Street to 8<sup>th</sup> Street. The revised grant is for 50% of allowable project expenses up to \$400,000 of KDOT funds.</p>
<b>PUBLIC INFORMATION PROCESS</b>	N/A
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A
<b>STAFF RECOMMENDATION</b>	Authorize execution of Supplemental Agreement No. 1 to Agreement No. 264-12.
<b>REFERENCE DOCUMENTS ATTACHED</b>	Supplemental agreement No. 1 to Agreement No. 264-12.

**RESOLUTION NO. R-15-71**

**A RESOLUTION TO AUTHORIZE THE EXECUTION OF SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT NO. 264-12 BETWEEN THE KANSAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF COFFEYVILLE, KANSAS.**

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 Supplemental Agreement No. 1 to Agreement No. 264-12 between the Kansas Department of Transportation and the City of Coffeyville, Kansas.

ADOPTED THIS 9<sup>TH</sup> DAY OF JUNE 2015.

\_\_\_\_\_  
Christopher V. Williams, Mayor

ATTEST:

\_\_\_\_\_  
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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

PROJECT NO. 166-63 U-0134-01  
KLINK IR RESURFACING PROJECT  
CMS CONTRACT NO. \_\_\_\_\_  
CITY OF COFFEYVILLE, KANSAS

### S U P P L E M E N T A L   A G R E E M E N T   N o . 1

This Agreement, made and entered into effective the date signed by the Secretary or designee, is by and between **MICHAEL S. KING, Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Coffeyville, Kansas** (“City”), collectively, the “Parties.”

#### RECITALS:

- A. The Parties entered into an Agreement dated February 16, 2015 for a street resurfacing project on a city connecting link for US Highway 166 in the city of Coffeyville, Kansas (the “Original Agreement”).
- B. The Parties mutually agree for the benefit of the Project administration and the benefit to the traveling public, Agreement No. 264-12, be supplemented.
- C. The Parties mutually desire the Secretary cancel KLINK Project No. U-0189-01 and combine the work and funding into this Project, such that the resurfacing now is for US-166 (Northeast Street) from Buckeye to Eighth Street.

**NOW, THEREFORE**, the Parties agree as follows:

1. On page 1 of the Original Agreement, the definition for Project, be replaced in its entirety to read as follows:

Project – mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other pre-approved resurfacing methods for the KLINK 1R Resurfacing Program for US-166 from Buckeye Street to Eighth Street.

2. On page 2 of the Original Agreement, Article I, paragraph 1, be replaced in its entirety to read as follows:

1. To reimburse the City fifty percent (50%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, but not to exceed \$400,000.00, as the Secretary’s total share of the cost to construct the Project. The Secretary shall not be responsible for the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceeds \$800,000.00. The Secretary shall not be responsible for the total actual costs of preliminary engineering, Utility adjustments, and items not participating in the in the KLINK Resurfacing Program.

**THIS SUPPLEMENTAL AGREEMENT** shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

**IN WITNESS WHEREOF**, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF COFFEYVILLE, KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR

(SEAL)

Kansas Department of Transportation  
Michael S. King, Secretary of Transportation

By: \_\_\_\_\_  
Jerome T. Younger, P.E. (Date)  
Deputy Secretary and  
State Transportation Engineer

 <b>CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM</b>	
<b>MEETING DATE</b>	June 9, 2015
<b>RESOLUTION OR ORDINANCE NUMBER</b>	R-15-72
<b>AGENDA TITLE</b>	A Resolution to sell 1321 Hibbard to Shelby Foreman
<b>REQUESTING DEPARTMENT</b>	Administration
<b>PRESENTER</b>	Cindy Price
<b>FISCAL INFORMATION</b>	Cost as recommended: n/a
	Budget Line Item:
	Balance Available
	New Appropriation Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	Approve the sale of 1321 Hibbard to Shelby Foreman.
<b>BACKGROUND</b>	The property located at 1321 Hibbard was purchased and rehabbed using Kansas Housing Resources Corporation funds and has been for sale for many months. Most recently it has been listed with American Homes Realty for \$55,000. An offer was received for \$45,000 less closing costs from Shelby Foreman which the Commission agreed to accept at a previous meeting. This resolution authorizes the Mayor and City Clerk to sign all documents related to the sale. Proceeds from the sale will go back into the KHRC grant fund.
<b>SPECIAL NOTES</b>	
<b>ANALYSIS</b>	
<b>PUBLIC INFORMATION PROCESS</b>	

<b>BOARD OR COMMISSION RECOMMENDATION</b>	
<b>STAFF RECOMMENDATION</b>	Approve Resolution No. R-15-72 to sell 1321 Hibbard to Shelby Foreman.
<b>REFERENCE DOCUMENTS ATTACHED</b>	R-15-72 Listing Sheet

**RESOLUTION NO. R-15-72**

**A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A REAL ESTATE SALES CONTRACT AND ALL RELATED DOCUMENTS FOR 1321 HIBBARD TO SHELBY FOREMAN.**

WHEREAS, the City of Coffeyville, Kansas, is the owner of the following described property located in Montgomery County, Kansas:

Lot 5, Block 3, Hoopers Addition to the City of Coffeyville, Montgomery County, Kansas, commonly known as 1321 Hibbard.

WHEREAS, the City of Coffeyville purchased this property with KHRC grant funds; and

WHEREAS, Shelby Foreman has offered to purchase said property for the sum of \$45,000 less 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 a Real Estate Sales Contract and such other documents necessary for the conveyance of said property to Shelby Foreman.

Adopted this 9<sup>th</sup> day of June, 2015.

---

Christopher V. Williams, Mayor

ATTEST:

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Cindy Price, City Clerk

Approved as to Form:

---

Paul Kritz, City Attorney

Listing Summary

**Listing #24401**      **1321 W Hibbard St, Coffeyville, KS 67337**    **Active** (12/30/14)  
**\$55,000 (LP)**      **Beds: 3**      **Baths: 1 (1 0 0) (FTH)**    **Sq Ft: 1167**    **Lot Sz: 7000sqft**  
**Price/SqFt: 47.13**      **Area: Coffeyville**    **Yr: 1955**

Remarks

Quiet, well established, pride of ownership neighborhood. Since last occupied, this home has been made over with refurbished hard wood floors, paint, kitchen countertops and flooring and remodeled bathroom. Attached 1 car garage and concrete patio in the backyard. Covered porch at entrance. Everything has been brought up to code. Seller has never occupied this home and provides no sellers disclosure. Buyer should satisfy themselves to the condition.



[Pictures \(31\)](#)



**Agent** Carla S Jones Le La Cheur Primary:620-252-8924 Secondary:620-251-4663 Other:620-251-3267  
**Office** American Homes Realty Phone: 620-251-4663, FAX: 620-251-1118  
**Minimum Opening Bid** 0.00  
**Area** Coffeyville  
**Approx Square Feet** 1167      **Price / SqFt** 47.13  
**Lot Sq Ft (approx)** 7000      **Lot Acres (approx)** 0.1607  
**County** Montgomery  
**Beds** 3      **Baths (FTH)** 1 (1 0 0)  
**Year Built** 1955  
**Directions to Property** From 8th and Buckeye go North to Hibbard turn right house is on the right.

Utilities

**Gas Average** 0.00  
**Electric Average** 0.00  
**Total Gas/Electric** 0.00  
**Flood Zone** No  
**Total Taxes** \$ 925.00

Property Amenities

**Style** Contemporary  
**Stories** 1 Story  
**House Color** Tan  
**Living Room** Yes  
**Dining Room** Yes  
**Kitchen** Yes  
**Fireplace** No  
**Heating** Gas, Central Heat  
**Cooling System** Central Air-Elec

 <p style="text-align: center;"><b>CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM</b></p>		
<b>MEETING DATE</b>	June 9, 2015	
<b>RESOLUTION OR ORDINANCE NUMBER</b>	R-15-73	
<b>AGENDA TITLE</b>	<b>Boiler 4 – Forced Draft Fan Repair (Emergent)</b>	
<b>REQUESTING DEPARTMENT</b>	Electric	
<b>PRESENTER</b>	Mike Shook, Deputy Director of Electric Utilities	
<b>FISCAL INFORMATION</b>	Cost as recommended:	\$32,135.00
	Budget Line Item:	810-5-030-850 Capital Improvements – Other Equipment
	Balance Available	\$350,000.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	Emergent Repair of Boiler 4 Forced Draft Fan	
<b>BACKGROUND</b>	Unit 7 / Boiler 4 were dispatched into service on April 29, 2015. During operation, a failure of the Forced Draft Fan carrier bearing occurred, placing the Unit into a forced outage event, therefore receiving no capacity payment (\$5,543 per day) for each day the Unit is out of service.	
<b>SPECIAL NOTES</b>	N/A	

<b>ANALYSIS</b>	<p>Staff contacted JCI to facilitate the emergent repair, using both JCI staff, and plant maintenance staff. JCI arrived on-site the day of the failure, worked with Utility staff to investigate cause, and develop a repair plan.</p> <p>Forced Draft Fan motors and the damaged carrier bearing were removed, including removal of the entire fan and shaft. JCI then transported the fan &amp; shaft to their facility for repair to the damaged shaft and perform additional metallurgical testing.</p> <p>Upon completion, repaired equipment was re-assembled, and the Unit was placed back on "Available" status, re-instating capacity payments.</p>
<b>PUBLIC INFORMATION PROCESS</b>	N/A
<b>BOARD OR COMMISSION RECOMMENDATION</b>	
<b>STAFF RECOMMENDATION</b>	Staff recommends the authorization of a Purchase Order in the amount of \$32,135 to JCI Industries for the repair of Boiler 4 Forced Draft Fan.
<b>REFERENCE DOCUMENTS ATTACHED</b>	<p>JCI Industries Repair Invoice</p> <p>Repair Photos</p>

**RESOLUTION NO. R-15-**

**A RESOLUTION TO AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO JCI INDUSTRIAL FOR THE EMERGENT REPAIR OF BOILER 4 FORCED DRAFT FAN FOR THE CITY OF COFFEYVILLE ELECTRIC UTILITY.**

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Finance Director be and is hereby authorized and directed to issue a purchase order to JCI Industries in the amount of \$32,135.00 for the emergent repair of Boiler 4 Forced Draft Fan for the City of Coffeyville Electric Utility.

ADOPTED THIS 9<sup>th</sup> DAY OF June, 2015.

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Christopher V. Williams, Mayor

ATTEST:

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Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

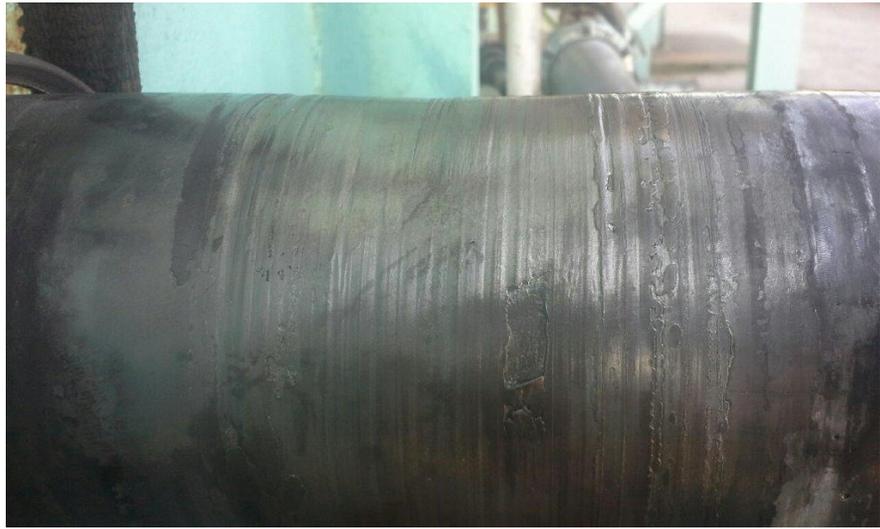
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Paul Kritz, City Attorney

CMLP

Field service for fan repair, May 2015

Item	Amt	notes
Field Service, labor	\$ 10,133	Includes time for both KC and Jop shop tech, on-site: removal of damaged bearing, fan disassembly and shaft removal, reinstallation, field balance and alignment, start up, and continued trouble shooting
Field service, parts	\$ 7,078	bearing, pillow block, consumables
Expedite shipping UPS Red	\$ 1,366	
Machine shop, outside services and mat'l/tooling	\$ 7,582	shaft rpr \$3000, Siemens shaft extraction \$1800, UT shaft \$1500, sandblasting + misc mat'l/tooling
Machine shop, Labor	\$ 5,976	88 hrs
Total	\$ 32,135	



## Cindy Price

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**To:** Paul Kritz  
**Subject:** RE: Clean Harbors - Coffeyville Access Agreement for collecting environmental samples

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**From:** Somermeyer, Gregg [<mailto:Gregg.Somermeyer@aecom.com>]

**Sent:** Thursday, May 28, 2015 6:00 PM

**To:** Paul Kritz

**Subject:** Clean Harbors - Coffeyville Access Agreement for collecting environmental samples

**Importance:** High

As communicated in my recent emails, Clean Harbors requires legal access to two parcels owned by the City of Coffeyville for the purpose of collecting soil and groundwater samples for environmental testing. The purpose is similar to our previous request in 2012, except that during the planned upcoming sampling activities no permanent groundwater monitoring wells will be installed, as discussed below.

I have revised the last access agreement executed in 2012 between the City of Coffeyville and Clean Harbors for installation of monitoring wells on City property near the Clean Harbors facility. I updated the name of the mayor and changed the number of locations to be sampled. The revised version is attached to this email for review and approval by the City.

I have also revised our responses to the technical questions you posed last time we requested access to collect samples on City owned property:

- Impetus behind the request
  - Clean Harbors has a RCRA permit for their facility. This permit is administered by USEPA. The permit covers ongoing operations at the facility, as well as corrective action to clean up contaminated groundwater that was caused by historical operation by the various owners/operators of the facility since WWII. One of the permit conditions involves periodic review of the effectiveness of remediation (cleanup) activities at the site. As part of this review process, USEPA has asked Clean Harbors to do some additional sampling and testing of groundwater and soil on and near their facility. Several of the proposed sampling locations would be located on City-owned property in the industrial park north of the Clean Harbors facility (see attached map).
- Purpose of the soil and groundwater sampling
  - The purpose of the proposed activities is to collect and analyze soil and groundwater samples to better understand soil and groundwater quality in areas near the Clean Harbors facility. Note that sampling will also occur on the Clean Harbors facility and other privately owned parcels in the area.
- Number and exact location of proposed well sites
  - The current plan includes sampling at up to 12 locations on the two City-owned parcels north of the Clean Harbors facility. The exact number and locations will be determined in real time following analysis of previously collected samples by a mobile analytical testing laboratory. Prior to drilling to collect samples, each location will undergo a utility clearance to avoid line strikes and ensure health and safety.
- Complete sampling descriptions
  - Soil and groundwater samples will be collected using a specially equipped drilling rig that pushes a hollow probe into the ground to the desired sampling depth. Soil and/or groundwater samples will be collected from each boring location. After each location is sampled, the drilling contractor will backfill the hole with bentonite up to the surface. There are no plans at the present time to install new groundwater monitoring wells on City property.

- Impact on City land
  - Impact on City land will be minimal. To the extent possible, we may adjust the locations of the proposed sampling location when we are in the field based on prior sampling results and/or to avoid subsurface utilities.
- How the locations be sampled
  - The sampling procedure is standard. It involves collecting a small volume of soil or groundwater from each boring, and filling sample bottles for analysis by the mobile laboratory. Clean Harbors will dispose of all samples following analysis.
- Frequency of testing
  - Each location will be sampled once.

Paul, please let me know if I missed anything or if you have any additional questions. I assume once you are satisfied that you will pass this information along to City personnel for review, then arrange to have the agreement approved during the next City Commission meeting. Please let me know if this process has changed. We have arranged with our subcontractors to begin work in the area the week of June 21, so please also let me know if you do not believe we can obtain City approval by that date.

**Gregg Somermeyer, PE**  
Senior Engineer, Project Manager  
D 970.530.3506 C 970.217.0887  
gregg.somermeyer@aecom.com

**AECOM**  
1601 Prospect Parkway, Fort Collins, CO 80525  
T 970.493.8878 F 970.493.0213  
www.aecom.com

**RESOLUTION NO. R-15-74**

**A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A LICENSE AGREEMENT IN FAVOR OF CLEAN HARBORS, INC.**

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor be and is hereby authorized to execute a License Agreement in favor of Clean Harbors, Inc., for purposes of allowing the company to conduct drilling below the ground surface at up to twelve (12) selected locations, and collecting soil and groundwater samples for environmental testing.

Adopted this 9<sup>th</sup> day of June 2015.

\_\_\_\_\_  
Christopher V. Williams, Mayor

ATTEST:

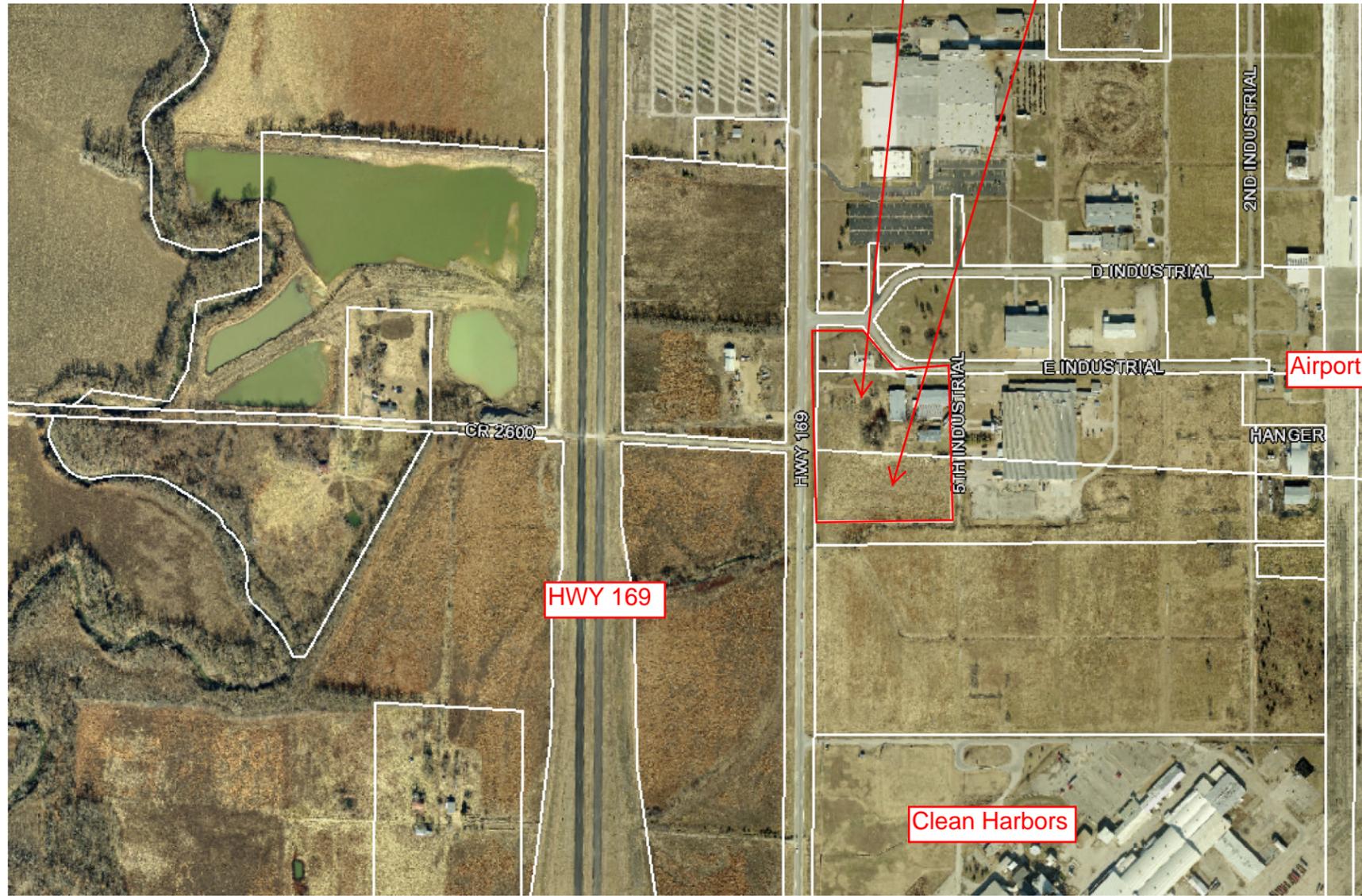
\_\_\_\_\_  
Cindy Price, City Clerk

Approved as to Form and Legality:

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

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## **LICENSE AGREEMENT**

THIS AGREEMENT, made the \_\_\_\_\_ day of June, 2015 by and between the City of Coffeyville hereinafter referred to as the “Licensor”, and Clean Harbors, Inc., hereinafter referred to as the “Licensee”.

### **WITNESSETH**

The Licensor is the owner of two parcels of property, on which soil and groundwater samples will be collected on behalf of the Licensee, in the County of Montgomery, State of Kansas, herein referenced as the “Property” and more particularly described as follows:

Cherokee Township, Section 18, Township 34, Range 17, 4.7 acres, beginning at the northwest corner of the northeast quarter, proceeding southeast 709.8 feet, then south 300 feet, west 712.9 feet, and north to the point of beginning; less R/W; and

Cherokee Township, Section 07, Township 34, Range 17, 5.7 acres, beginning at the southwest corner of the southwest quarter of the southeast quarter, proceeding north 354.8 feet, then east 721.28 feet, south 225 feet, west 15 feet, south 171.33 feet to the south section line, and west to the point of beginning; less R/W.

The Licensee owns and operates the facility adjacent to the Property, herein referenced as the “Facility”. The Licensee has responsibility for certain environmental cleanup actions at the Facility in accordance with the Facility’s Resource Conservation and Recovery Act (RCRA) Permit, as administered by the United States Environmental Protection Agency (EPA).

The Licensee has prepared and submitted a work plan and associated documents to EPA to comply with the RCRA Permit requirements for Corrective Action. In order to perform a portion of the work under the work plan Licensee must enter onto the Property of the Licensor for the purpose of drilling below the ground surface at up to twelve (12) selected locations, and collecting soil and groundwater samples for environmental testing.

The Licensor, on their behalf and on behalf of their heirs, successors and assigns, and intending to be legally bound, hereby gives and grants unto Licensee, its subcontractors and employees performing the work under the work plan and authorized representatives of the EPA a license to enter into the Property from or after the date of this Agreement to

carry out the sampling activities, as are required by the work plan and associated documents.

This License shall commence on the date first written above and shall continue until receipt of "Certification of Completion" for the RCRA Corrective Action activities from the EPA, or until August 4, 2015, whichever is earlier.

The Licensee shall complete all actions necessary to comply with the aforesaid RCRA Permit within a reasonable time and shall cooperate with the Licensor to avoid or minimize any interference with the Licensor's current or future use of the Property. The exact location of the drill locations shall be subject to Licensor's approval.

The Licensee and the Licensor further agree that this License does not convey any right, title or interest of a permanent nature in the premises to Licensee or any other person.

Licensee hereby releases Licensor from any liability, claims, demands, actions and/or causes of action, whatsoever, arising out of or related to any loss, damage, or injury (including death) that may be sustained by Licensee, or Licensee's employs, agents, contractors, or invitees, while exercising the privileges granted by this License Agreement and, further, Licensee agrees to hold Licensor harmless from the same.

Provided further, the Licensee and Licensor agree that upon the termination of the License, the Licensee shall restore the Property to the Licensor in as good condition as it was at the time of Licensee's entry thereon.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**WITNESS**

\_\_\_\_\_  
Cindy Price

\_\_\_\_\_  
Cindy Price, City Clerk

**LICENSOR**

\_\_\_\_\_  
City of Coffeyville, Kansas

\_\_\_\_\_  
Christopher V. Williams, Mayor

**ATTEST**

\_\_\_\_\_  
(typed or printed name)

**Clean Harbors, Inc.  
LICENSEE**

\_\_\_\_\_  
(typed or printed name)

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(signature)

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(signature)

ACKNOWLEDGEMENT

STATE OF MASSACHUSETTS

COUNTY OF PLYMOUTH

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned authority, a Notary Public in and for said County, personally appeared \_\_\_\_\_(name), who, being duly sworn according to law, acknowledged that he/she is the \_\_\_\_\_(title) of Clean Harbors, Inc., a Massachusetts corporation, and that he/she as such \_\_\_\_\_(title) being authorized to do so, executed the License Agreement for the purposes therein contained by signing the name of the corporation as \_\_\_\_\_(title).

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT

STATE OF KANSAS

COUNTY OF MONTGOMERY

On this \_\_\_\_\_ day of June, 2015, before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Christopher V. Williams, who, being duly sworn according to law, acknowledged that he is the Mayor of the City of Coffeyville, Kansas, and that he as such Mayor, being authorized to do so, executed the License Agreement for the purposes therein contained by signing the name of the City of Coffeyville as Mayor.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

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Notary Public

## **ORDINANCE NO. G-15-01**

**AN ORDINANCE AMENDING CHAPTER 2 (ADMINISTRATION), ARTICLE IV (ADMINISTRATIVE DEPARTMENTS), DIVISION 6 (DEPARTMENT OF PARKS AND CITY GROUNDS), OF THE CODE OF ORDINANCES OF THE CITY OF COFFEYVILLE, KANSAS, BY ADDING NEW PROVISIONS FOR THE CREATION OF A CITY PARK ADVISORY BOARD.**

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

Section 1. That Chapter 2 (Administration), Article IV (Administrative Departments), Division 6 (Department of Parks and City Grounds) of the Code of Ordinances of the City of Coffeyville, Kansas, be and is hereby amended, as follows:

**Sec. 2-114. Creation of Park Advisory Board; Duties.**

The City of Coffeyville, Kansas, hereby creates a Park Advisory Board. The purpose of the Park Advisory Board is to develop, identify, evaluate and make recommendations to the governing body of Coffeyville on all proposals and propositions of public parks in Coffeyville.

The governing body shall refer all major proposals and propositions for the construction, reconstruction and improvement of public parks, including the acquisition of land for park purposes, and the acquisition of major equipment and facilities to the park advisory board. Recommendations of the park advisory board should be considered by the city commission in its capital improvement program and annual budget deliberations.

**Sec. 2-115. Membership; Appointment; Terms.**

The Park Advisory Board shall consist of five (5) members to be appointed by the City Commission, to serve without compensation, for a term of four (4) years, except two (2) members shall be appointed to serve an initial terms of two (2) years. There shall be no limit to the number of terms to which a member may be appointed. No more than one (1) member may reside outside of the corporate limits of the City but must reside within the USD 445 boundaries. All other members shall reside within the city limits. Vacancies occasioned by removal by the City Commission, resignation, or otherwise, shall be filled by appointment by the City Commission for the unexpired term. All terms shall commence as of January 1 of the year appointed. The members shall elect their own chairman to serve a one-year term.

**Sec. 2-116. Meetings.**

The Park Advisory Board shall meet at least quarterly or more frequently

as scheduled by the members. The members shall follow the provisions of the Kansas Open Meetings Act, including the right to call executive sessions as provided in the Act. The chairman or a majority of the members may call a special meeting. In convening any meeting, a quorum must be present in order for any business to be conducted. A quorum shall consist of three (3) or more members.

Section 2. That any conflicting ordinances, or parts thereof, are hereby repealed.

Section 3. This Ordinance shall take effect and be in force from and after its publication, as provided by law.

Passed and approved this 9<sup>th</sup> day of June 2015.

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Christopher V. Williams, Mayor

ATTEST:

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Cindy Price, City Clerk

APPROVED AS TO FORM:

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Paul Kritz, City Attorney

## Coffeyville Public Library Board of Trustees

### Minutes for May 5, 2015 Meeting

**Call to Order:** The meeting was called to order by Vice-President Magan Martin at 5:15PM. Present were Katie Hill, Library Director, Board members R.E. Layton, Gary Bailey, Leslie Hills, Karen Bobbe, Pete Walterscheid and Janie Hearson. Mayor Chris Williams was absent.

**Approval of Minutes, Financial Statement and Director's Report:** Leslie made a motion to approve the minutes, the financial statements and director's reports as presented for April. Pete seconded the motion and the board approved.

#### **Old Business:**

**Office Furniture:** Service Office Supply has issued a quote of \$3,897.62 for the requested 3 office desks. Locks can be installed on the Director's office furniture for an additional \$30 per lock – 4 locks will be needed. Pete made a motion to approve the purchase of the furniture, R.E. seconded the motion and the board approved.

**Planter:** Plant installation by TLC of Independence has been completed.

#### **New Business:**

**Board Elections: President:** Pete nominated Magan Martin for board president, Leslie seconded and the board approved. **Vice-President:** Magan nominated Gary Bailey for board vice-president, Leslie seconded and the board approved. **Secretary:** Leslie nominated Janie Hearson for board secretary, Gary seconded and the board approved. **Treasurer:** Magan nominated Leslie Hills for board treasurer, Pete seconded and the board approved.

**GAAP Waiver 2015:** The Generally Accepted Accounting Practices Waiver for 2015 was presented to the board by Katie. A motion to approve was made by Leslie, seconded by Gary and approved by the board. President Magan Martin signed the Waiver.

#### **Other News:**

**SEKLS Bus Tour:** A reminder that the SEKLS Bus Tour will be at the Coffeyville Public Library from 10:30am until 11:15am on May 14th.

**Summer Reading Program:** The Summer Reading Kick-off party will be on Thursday, June 4<sup>th</sup> from 2:00 to 4:00PM. There will also be an Adult Summer Reading Program this year.

**Other News: (continued)**

**2014 Library Audit:** Jarred, Gilmore and Phillips, Certified Public Accountants of Chanute, will be at the Library Monday, June 8<sup>th</sup> to conduct our annual audit. When completed, the board will be presented copies.

**Roof Leakage:** The overhang on the roof began leaking today and the contractor has been notified. No water is currently entering the building.

**Subpoena:** Katie has received a subpoena to appear in court on Monday, May 11<sup>th</sup> for a library theft.

**Additional Renovation Request Update:** Commissioners Taylor and Martin and Mayor Williams have visited the Library to review additional renovation requests this past week. Commissioners Powell and Kastler have been recent visitors to the Library. This request will be addressed at the next commission meeting on Tuesday, May 12<sup>th</sup>.

Gary made a motion to adjourn the meeting, Leslie seconded the motion and the meeting adjourned at 5:50PM.