

**Special Board of Directors Meeting Agenda
Coffeyville Community Enhancement Foundation
Tuesday, August 27, 2013**

Call to order – Chairman George

- A. Foundation Resolution No. R-13-01: To authorize the execution of Project Completion and Grant Closeout Agreement for 2008 EDI-Special Project Grant.
- B. Adjournment.

 CITY OF COFFEYVILLE COFFEYVILLE COMMUNITY ENHANCEMENT FOUNDATION AGENDA ITEM	
MEETING DATE	August 27, 2013
RESOLUTION OR ORDINANCE NUMBER	Foundation Resolution R-13-01
AGENDA TITLE	Execute a Certificate of Project Completion and Grant Closeout Agreement for 2008 EDI-Special Project Grant.
REQUESTING DEPARTMENT	Finance Department
PRESENTER	Stephanie A. Richardson, Finance Director
FISCAL INFORMATION	Cost as recommended: N/A
	Budget Line Item: N/A
	Balance Available N/A
	New Appropriation Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To authorize the Mayor to execute the Certificate of Project Completion and Grant Closeout Agreement for the 2008 EDI-Special Project Grant No. B-08-SP-KS-0574.
BACKGROUND	<p>As a result of the 2007 flood, the Coffeyville Community Enhancement Foundation, a 501(c)(3) organization, was awarded a grant from the Department of Housing and Urban Development (HUD) in the amount of \$392,000 for the purpose of building the needed infrastructure to support at least 40 building lots in the Edgewood/Gibson/Grandview area.</p> <p>The infrastructure improvements included an extension of existing potable water, sanitary sewer, residential streets, stormwater drainage and primary electrical service. All of the improvements tied into existing City of Coffeyville maintained streets and utilities.</p>

SPECIAL NOTES	These improvements were paid for out of the EDI grant funds with all additional funding coming from an existing Senate Bill 417 grant to the City from Kansas Housing Resources Corporation.
ANALYSIS	Staff is in the project close-out process and execution of the final documents is required in order to complete the process.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends approval of this resolution.
REFERENCE DOCUMENTS ATTACHED	Certificate of Project Completion Grant Closeout Agreement

**COFFEYVILLE COMMUNITY ENHANCEMENT FOUNDATION
FOUNDATION RESOLUTION NO. R-13-01**

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CERTIFICATE OF PROJECT COMPLETION AND GRANT CLOSEOUT AGREEMENT FOR THE 2008 EDI-SPECIAL PROJECT GRANT NO. B-08-SP-KS-0574.

Whereas, the flood of 2007 destroyed in excess of 350 homes in our community; and

Whereas, the City was awarded an Economic Development Initiative Special Project grant in the amount of \$392,000 to construct needed infrastructure to accommodate new housing construction in the Edgewood/Gibson/Grandview area; and

Whereas, the Coffeyville Community Enhancement Foundation Board of the City of Coffeyville adopted Foundation Resolution R-10-01 approving a grant agreement with the United States Department of Housing and Urban Development for construction of infrastructure; and

Whereas, the City of Coffeyville has completed the infrastructure improvements which include an extension of existing potable water, sanitary sewer, residential streets, stormwater drainage and primary electrical service which all tie into existing maintained streets and utilities; and

Whereas, 40 building lots are now available in the Edgewood/Gibson/Grandview area;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Coffeyville Community Area Foundation that the Chairman and Secretary are hereby authorized to execute the 2008 EDI-Special Project Grant No. B-08-SP-KS-0574 certificate of project completion and grant closeout agreement.

Adopted this 27th day of August 2013.

David George, Chairman

Cindy Price, Secretary

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATE OF PROJECT COMPLETION

FOR

EDI-SPECIAL PROJECT GRANT NO. **B-08-SP-KS-0574**

The Grantee, Coffeyville Community Enhancement Foundation, hereby certifies that: 1) the project described in the approved application has been performed/completed in accordance with the terms and conditions of the executed Grant Agreement and applicable Grant award statute; 2) all data provided below fairly reflect costs and sources of funds for the project; 3) all data are taken from the HUD approved Financial Status Report and other current related documents; and 4) the Grantee has complied with all the requirements of the Grant Agreement.

Description	Amounts	\$
1) Grant amount per Grant Agreement	\$392,000.00	_____
2) Grant amount that meets the allowable and allocable requirements, including the necessary and reasonable standard, of OMB Circular A-87 or A-122	\$392,000.00	_____
3) Cumulative Grant funds drawn down.	\$392,000.00	_____
4) Balance available for drawdown. (line 2 minus line 3 if greater than zero)	\$ -0-	_____
5) Amount to be returned to HUD. (line 2 minus line 3 if less than zero)	\$ -0-	_____
6) Unused Grant amount to be canceled by HUD (line 1 minus line 3 minus line 4 if greater than zero)	\$ -0-	_____

David George, Chairman

8/27/2013

Name/Title of Grantee Official

Signature of Authorizing Grantee Official

Date

(WARNING: Section 1001, Title 18 of U.S. Code (Criminal Code and Criminal Procedure, 72 Stat. 967) applies to the above statements.)

THIS CERTIFICATE OF PROJECT COMPLETION IS HEREBY APPROVED:

Francis P. McNally
Director
Congressional Grants Division

Name/Title of Authorizing
HUD Program Official

Signature of Authorizing HUD Official

Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

GRANT CLOSEOUT AGREEMENT

FOR

2008 EDI-SPECIAL PROJECT GRANT NO. **B-08-SP-KS-0574**

This Agreement, enter into by and between Coffeyville Community Enhancement Foundation, Coffeyville, KS hereinafter referred to as "Grantee") and the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD").

1. Whereas, the Grantee undertook activities with financial assistance in the amount of \$392,000 from HUD provided pursuant to the authority of Title II of Public Law 110-161 for project no. B-08-SP-KS-0574 hereinafter referred to as "project".

2. Whereas, the Grantee and HUD entered into a Grant Agreement dated 3/15/2010 as revised by no amendments, hereinafter referred to as the "Grant Agreement", and;

3. Whereas, the authorized and specified activities which comprise the project have been completed by the Grantee and/or other participating parties, as required by the Grant Agreement, and;

4. Whereas, the Grant Agreement requires compliance with 24 CFR Part 84 or 85, as applicable, which includes requirements continuing after Project completion related to use and disposition of real or personal property purchased with Federal funds, retention of and access to records after close-out dis-allowances of Grant payments, and collection of amounts due;

5. Whereas, the parties hereto desire to close-out the project in reliance upon: 1) Grantee's final progress/performance report including financial data and a performance/narrative report; and 2) the Grantee's Certificate of Project Completion.

Now therefore, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

Section A. The Grantee shall continue to comply with the applicable requirements of 24 CFR Part 84 or 85, as applicable, related to the use and disposition of real or personal property purchased with Federal funds, retention of and access to records, after close-out dis-allowances of grant payments, and collection of amounts due.

Section B. The Grantee agrees to the Total Grant Amount for the Project, including any reduction in the grant amount caused by a decrease in cost, as indicated on the Grantee's Certificate of Project Completion attached hereto and made a part hereof;

Section C. Any excess grant funds drawn by the Grantee, in the amount specified in Line 5 of the Certificate of Project Completion shall have been or shall be returned immediately to HUD under the following repayment terms:

None

Section D. Any grant funds remaining in the Grantee's Line of Credit account for the referenced Project have been reduced to zero (0) pending any final draw indicated as a positive balance on line 6 of the Certificate of Project Completion. Grantee shall draw down this balance within the following period N/A or Credit to zero (0) and the Grantee shall have waived its rights to the remaining funding.

Section E. Execution of this Agreement shall constitute completion of the Project activities and financial closeout of project costs, except for ongoing requirements described in Section A of this Close-out Agreement. This Close-out Agreement shall be followed as required by the Program directives cited therein and the following additional post close-out requirements shall be followed as committed to in the approved application which was incorporated in the Grant Agreement:

N/A

Section F. If any provision of this Agreement is held invalid, such holding shall not affect the validity of the remainder of this Agreement.

Section G. If a default occurs under this Agreement or under the Grant Agreement, HUD may at any time proceed to protect all rights available to HUD under this Agreement or under default provisions of the Grant Agreement.

Section H. Special Conditions required by this Agreement are attached:

N/A

This Grant Close-out Agreement is hereby executed and delivered by the parties hereto on the dates set forth below their respective signatures and the Grantee agrees to abide by all governing regulations as of the date executed by HUD.

Grantee's Authorized Official

Name: David George

Signature:

Title: Chairman

Date: 8/27/2013

HUD's Authorized Official

Name:
Francis P. McNally

Signature:

Title:
Director

Date:

(DATE OF EXECUTION OF AGREEMENT)

Grant Agreement No. B-08-SP-KS-0574
Final Performance Report

Project commitments and objectives:

The grant application states that “The funds from this grant will be used to build the needed infrastructure to support 40 building lots in the Edgewood/Gibson/Grandview area located in the northwest portion of the community”.

Actual accomplishments:

The completed construction provides infrastructure to support approximately 40 possible building lots in the Edgewood/Gibson/Grandview area located in the northwest portion of the community. Specifically, the grant funded projects included construction of:

- < approximately 950 lineal feet of 8-inch water main
- < approximately 225 lineal feet of 1-inch water service lines
- < approximately 1,850 lineal feet of 8-inch sanitary sewer mains
- < approximately 1,585 lineal feet of street and drainage construction
- < approximately 430 lineal feet of ditch drainage improvements
- < approximately 960 lineal feet of electric lines and related equipment

FOUNDATION RESOLUTION NO. R-10-01

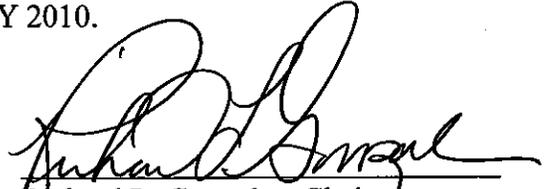
A RESOLUTION TO APPROVE A GRANT AGREEMENT WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR CONSTRUCTION OF INFRASTRUCTURE.

WHEREAS, the Coffeyville Community Enhancement Foundation submitted a grant application to the Department of Housing and Urban Development; and

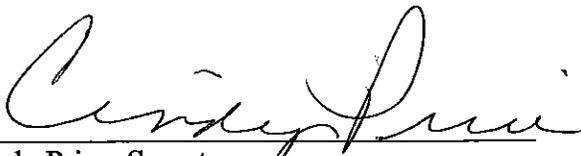
WHEREAS, the Coffeyville Community Enhancement Foundation was awarded grant funds in the amount of \$392,000 to be used to construct infrastructure to accommodate new housing construction in the Edgewood/Gibson/Grandview area in the City of Coffeyville;

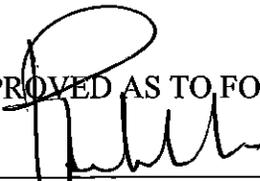
NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Coffeyville Community Enhancement Foundation that the Chairman and Secretary be authorized to execute a grant agreement with the United States Department of Housing and Urban Development for the development of infrastructure to accommodate new housing in the City of Coffeyville.

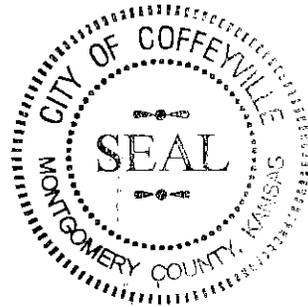
ADOPTED THIS 9th DAY OF FEBRUARY 2010.


Richard L. Gonzales, Chairman

ATTEST:


Cindy Price, Secretary

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney



RESOLUTION NO. R-96-47

A RESOLUTION TO AUTHORIZE THE EXECUTION OF THE ARTICLES OF INCORPORATION AND BY-LAWS TO CREATE THE "COFFEYVILLE COMMUNITY ENHANCEMENT FOUNDATION, INC." A 501 (C)(3) NOT-FOR-PROFIT CORPORATION.

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor, the other four Commissioners and the City Clerk are hereby authorized and directed to execute the documents identified below to create the "Coffeyville Community Enhancement Foundation, Inc.," a 501 (c)(3) not-for profit corporation.

(1) That the Mayor and the other four Commissioners are hereby authorized and directed to sign the Articles of Incorporation of the "Coffeyville Community Enhancement Foundation, Inc. attached hereto and incorporated herein by reference as the incorporators to form and establish the not-for-profit corporation under the laws of the State of Kansas; and

(2) That the Mayor and the City Clerk are hereby authorized and directed to execute the original By-Laws of the "Coffeyville Community Enhancement Foundation, Inc." attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, that the Mayor, the other four Commissioners and the City Clerk be and are hereby authorized and directed to execute any additional documents or take any other actions that are not inconsistent with the attached Articles of Incorporation and By-Laws that are necessary to create the "Coffeyville Community Enhancement Foundation, Inc."

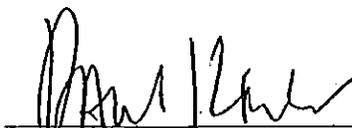
Adopted this 28th day of May, 1996.




James D. Barnett, Mayor


Donna Schoonover, City Clerk

APPROVED AS TO FORM AND LEGALITY:


Paul Kritz, Interim City Attorney
Hall, Levy, DeVore, Bell & Ott

BYLAWS
OF
COFFEYVILLE COMMUNITY ENHANCEMENT FOUNDATION, INC.,
A KANSAS NONPROFIT CORPORATION

ARTICLE I. OFFICES

The principal office of the Corporation shall be located at 7th and Walnut, P. O. Box 1629, Coffeyville, Kansas 67337. The Corporation may have such other offices within the State of Kansas as the Board of Directors may designate or as the operations may require from time to time.

ARTICLE II. BOARD OF DIRECTORS

SECTION 1. General. The property and affairs of this Corporation shall be managed by its governing body which shall be known as the Board of Directors. The Board of Directors shall consist of the five-member Board of Commissioners of the City of Coffeyville. The Board of Directors shall have and is invested with all and unlimited powers and authorities, except as may be expressly limited by law, the Articles of Incorporation, or by these Bylaws, to supervise, control, direct and manage the property, affairs and activities of the Corporation, determine the policies of the Corporation, to do or cause to be done any and all lawful things for and on behalf of the Corporation, to exercise or cause to be exercised any or all of its powers, privileges or franchises, and to seek the effectuation of its objects and purposes; provided, however, that (1) the Board of Directors shall not authorize or commit the Corporation to engage in any activity not permitted to be transacted by the Articles of Incorporation or by a not-for-profit corporation organized under the laws of the

State of Kansas; (2) none of the powers of the Corporation shall be exercised to carry on activities, otherwise than as an insubstantial part of its activities, which are not in themselves in furtherance of the purposes of the Corporation; (3) all income and property of the Corporation shall be applied exclusively for such charitable, educational, and scientific purposes as the Board of Directors may deem to be in the public interest in any manner or by any method which the Board of Directors may from time to time deem advisable. No substantial part of the activities of the Corporation shall be the carrying on of propoganda or otherwise attempting to influence legislation. The Corporation shall not participate in or intervene (including the publication or distribution of statements) in any political campaign on behalf of any candidate of public office. No part of the net earnings or other assets of the Corporation shall inure to the benefit of any Director, Officer, or other private person having, directly or indirectly, a personal or private interest in the activities of the Corporation.

SECTION 2. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of Members. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

SECTION 3. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or

at least three (3) of the Directors. The persons authorized to call a special meeting of the Board of Directors may fix the time and place for holding the special meeting.

SECTION 4. Notice. Notice of any special meeting shall be given at least three (3) days before the meeting by written notice delivered personally, by mail or other substantially equivalent commercial delivery system, or by reliable means of electronic transmission, to each of the Directors. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage or charges thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of that meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 5. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a majority is present at a meeting, the Directors present shall adjourn the meeting until such time as a quorum is present.

SECTION 6. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 7. Vacancies. Any vacancy occurring on the Board of Directors shall be filled for the unexpired portion of the term by

the affirmative vote of a majority of all the Voting Members of this Corporation.

SECTION 8. Compensation. No compensation shall be paid to the Directors of this Corporation; however, nothing herein shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

SECTION 9. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director shall cause a dissent to be entered in the minutes of the meeting or unless the Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward the dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. The right to dissent shall not apply to a Director who voted in favor of the action.

SECTION 10. Conflict of Interest. The Board of Directors shall adopt a policy with respect to conflicts of interest involving persons who are nominated to or have been elected to serve on the Board of Directors of this Corporation. The policy shall be reviewed periodically by the Board of Directors and may be modified from time to time. The policy may also include requirements with respect to managerial employees of this Corporation to the extent deemed appropriate by the Board of Directors.

ARTICLE III. OFFICERS

SECTION 1. Number. The Officers of this Corporation shall be a Chairman of the Board of Directors, Vice Chairman of the Board of Directors, President, one or more Vice Presidents, a Secretary and a Treasurer. The offices of Secretary and Treasurer may be combined and held by the same person. Other Officers and Assistant Officers, if necessary, may be elected or appointed by the Board of Directors. The Officers of this Corporation may but are not required to be members of the Board of Directors.

SECTION 2. Election and Term of Office. The Officers of the Corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the Members. If the election of Officers shall not be held at the meeting, an election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until a successor shall have been duly elected and shall have qualified or until the death, resignation or removal of the Officer.

SECTION 3. Removal. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby, but removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

SECTION 4. Vacancies. Any vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be

filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. Chairman of the Board. The Chairman of the Board of Directors shall preside at all meetings of the Members and Directors. Except where by law the signature of the President is required, the Chairman of the Board shall possess the same power as the President to sign all certificates, contracts and other instruments of the Corporation which may be authorized by the Board of Directors. During the absence or disability of the President, the Chairman of the Board shall exercise all powers and discharge all the duties of the President.

SECTION 6. Vice Chairman. In the absence of the Chairman, or in the event of the Chairman's inability or refusal to act, the Vice Chairman shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The Vice Chairman shall perform such other duties as from time to time may be assigned by the Chairman of the Board.

SECTION 7. President. The President shall, subject to the control of the Board of Directors, serve as and may be addressed as Chief Executive Officer and in that capacity in general supervise and control all of the business and affairs of the Corporation. The President shall, in the absence of the Chairman and Vice Chairman of the Board, preside at all meetings of the Members and the Board of Directors; sign membership certificates of the Corporation, any deeds, mortgages, bonds, contract or other

instruments which the Board of directors has authorized to be executed, except where execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and other duties as may be prescribed by the Board of Directors from time to time.

SECTION 8. Vice President. The Vice President shall serve as and may be addressed as the Chief Financial Officer and as such shall in general perform all duties associated with the financial planning and operations of the Corporation. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform other duties from time to time assigned by the President or by the Board of Directors.

SECTION 9. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the Members and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records of the Corporation; (d) keep a register of the post office address of each Member which shall be furnished to the Secretary by the Member; (e) sign with the President membership

certificates of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the books and records of the Corporation; and (g) in general perform all duties incident to the office of secretary and other duties from time to time assigned by the President or by the Board of Directors.

SECTION 10. Treasurer. The treasurer shall: (a) have charge and custody of and be responsible for all funds of the Corporation; (b) receive and give or cause to be given receipts of monies due and payable to the Corporation from any source whatsoever, and deposit or cause to be deposited all monies in the name of the Corporation in banks, trust companies or other depositories selected in accordance with the provisions of Article VII of these Bylaws; and (c) in general perform or cause to be performed all of the duties incident to the office of the Treasurer and other duties assigned by the President or by the Board of Directors. The Treasurer shall give a bond for the faithful discharge of these duties in a sum and with a surety or sureties determined by as the Board of Directors.

SECTION 11. Compensation. The Officers will receive no compensation for their services as Officers of this Corporation but may be reimbursed actual expenses reasonably incurred in carrying on the work of the Corporation subject to documentation policies from time to time adopted by the Board of Directors. No officer shall be prevented from receiving salary compensation if that Officer is also serving as an employee of the Corporation.

ARTICLE IV. MEMBERS

SECTION 1. Qualifications of Members. There shall be two classes of membership in this Corporation. The first class shall be voting members and the second class shall be general members. The Board of Directors shall be the sole voting members of this Corporation. The qualifications of general members shall be established by the Board of Directors; provided, the general membership of the Corporation shall not be granted voting privileges.

SECTION 2. Annual Meeting. The annual meeting of the voting members shall be held on the second Tuesday of April each year, beginning 1997, for the purpose of transacting any business as may come before the meeting.

SECTION 3. Special Meetings. Special meetings of the voting members may be called by the President or Board of Directors for any purpose or purposes, not otherwise prohibited by statute, and shall be called by the President at the request of a majority of the voting members of the Corporation.

SECTION 4. Place of Meetings. The Board of Directors may designate any place in Montgomery County, Kansas, unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by all voting members of the Corporation may designate any place, in Montgomery County, Kansas, unless otherwise prescribed by statute, as the place for the holding of such meeting. If no designation is made, or if a

special meeting be otherwise called, the place of meeting shall be the principal office for the Corporation.

SECTION 5. Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall, unless otherwise prescribed by statute, be delivered not less than three (3) nor more than fifty (50) days before the date of the meeting, either personally, by mail or other substantially equivalent commercial delivery system, or by reliable means of electronic transmission by or at the direction of the President, the secretary, or the persons calling the meeting, to each voting member of the Corporation. If mailed, notice shall be deemed to be delivered when deposited in the United States mail or with another commercial delivery system, addressed to the member at the member's address as it appears on the records of the Corporation, with postage or charges thereon prepaid.

SECTION 6. Quorum. A majority of the voting members of the Corporation shall constitute a quorum at a meeting of members. If less than a majority of the voting members are present at a meeting, a majority of the voting members present may adjourn the meeting from time to time without further notice. At the adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally noticed. If at any time during a meeting the quorum is not maintained, the remaining voting members must adjourn until such time as a quorum is present.

SECTION 7. Proxies. No voting member may vote by proxy.

ARTICLE V. CERTIFICATES FOR MEMBERSHIP AND THEIR TRANSFER

SECTION 1. Membership Certificates. Certificates of Membership in the Corporation shall be in such form as shall be determined by the Board of Directors. The certificates shall be signed by the President and by the Secretary. All membership certificates shall be consecutively numbered. The name and address of the person to whom each certificate has been issued shall be entered in the membership records of the Corporation.

SECTION 2. Transfer of Membership. Membership in this Corporation is non-transferable.

SECTION 3. Endorsement of Membership Certificate. Each certificate evidencing a membership of the Corporation shall, when issued, bear an endorsement as follows:

The membership represented by this certificate is not transferable and is subject to restrictions imposed by the Articles of Incorporation and the Bylaws of the Corporation, including those set forth in Article V of said Bylaws, a copy of which is on file in the office of the Corporation.

ARTICLE VI. STANDING COMMITTEES

SECTION 1. Standing Committees. The Board of Directors may from time to time establish such standing committees of the Corporation as it may deem necessary or in the best interests of this Corporation. Size, composition and chairman of each such standing committee shall be determined by the Board of Directors upon recommendation of the President.

SECTION 2. Maintenance of Records. Each standing committee shall keep regular minutes of its proceedings and report the same to the Board when required for approval.

ARTICLE VII. CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize any Officer or Officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and the authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. The authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, etc. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such Officer or Officers, agent or agents, of the Corporation and in a manner from time to time be determined by resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in banks, trust companies or other depositories as the Board of Directors may designate.

ARTICLE VIII. FISCAL YEAR

The fiscal year of the Corporation shall begin on the 1st day of January and end on the 31st day of December in each year.

ARTICLE IX. CORPORATE SEAL

This Corporation shall have no seal.

ARTICLE X. INDEMNIFICATION OF BOARD MEMBERS AND OFFICERS

SECTION 1. The Corporation shall indemnify any person who was or is a party to or who is threatened to be made a party to any civil, criminal, administrative or investigative action (other than an action by or in the name of the Corporation) by reason of the fact that the person is or was a Director, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation; and with respect to any criminal action or proceedings, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect

to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

SECTION 2. To the extent that a person who is a Director, Officer, employee or agent of the Corporation or who is a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise in which he is serving at the request of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 of this Article, or in defense of any claim, issue or other matter therein, he shall be indemnified against expense (including attorney's fees) actually and reasonably incurred by him in connection therewith.

SECTION 3. Any indemnification under Section 1 of this Article (unless ordered by a court) shall be made by the Corporation only upon a determination that indemnification of the Director, Officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable or, if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (3) by the Members.

SECTION 4. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding

as authorized by the Board of Directors upon receipt of any undertaking by or on behalf of the Director, Officer, employee or agent to repay such amount unless it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article.

SECTION 5. Persons who are not Directors or Officers of the Corporation but who are employees or agents of the Corporation or are serving at the request of the Corporation as employees or agents of another corporation, partnership, joint venture, trust or enterprise, may be indemnified to the extent authorized at any time, or from time to time, by the Board of Directors of the Corporation.

SECTION 6. The indemnification provided by this Article shall not be deemed exclusive of any other right to which any person seeking indemnification may be entitled under any agreement, vote of disinterested Directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, Officer, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

SECTION 7. The assumption by a person of a term of office as a Director, Officer, employee or agent of the Corporation or at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall constitute a contract between such person

and the Corporation entitling him during such term of office to all of the rights and privileges of indemnification afforded by this Article as in effect as of the date of assumption of such person's term of office, but such contract shall not prevent the amendment of this Article in respect of any further term of office of such person or in respect of any other person.

SECTION 8. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Bylaw or under the provision of any law of the State of Kansas.

ARTICLE XI. INVESTMENT POLICIES

SECTION 1. Purpose and Guidelines. It shall be the policy of the Board of Directors to invest funds not otherwise required for capital acquisitions in such a manner as to provide a reasonable return on the invested funds, including both appreciation and rate of interest, consistent with prudent investment of funds and the laws, rules and regulations of the State of Kansas and of the Internal Revenue Code as applied to not for profit, income tax exempt, public charities.

The Board of Directors establishes overall policy and related goals and objectives. All investments are made subject to prior authorization by the Board of Directors.

SECTION 2. Reporting Mechanism. Prior to and during the investment term, the Chief Financial Officer of the Corporation will furnish the Board of Directors periodic investment summaries reflecting the performance of said investments. Statements of performance should include purpose of investment, current outcomes and current management position on investment.

ARTICLE XII. WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any Member or Director of the Corporation under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the Kansas General Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIII. AMENDMENTS

These Bylaws may be altered, amended or repealed. New Bylaws may be adopted by a majority vote of the Board of Directors of this Corporation at any special or regular meeting of the Board of Directors, or by the written consent of all the board members. Written notice of a proposed amendment, which has been approved by the Board of Directors, shall be given to each of the Members

twenty one (21) days prior to the date of any special or regular meeting of the Members of the Corporation.

CERTIFICATE OF SECRETARY

I, the undersigned, duly elected and acting Secretary of Coffeyville Community Enhancement Foundation, Inc., a Kansas Nonprofit Corporation, hereby certify that the above and foregoing Bylaws were duly adopted as and for the Bylaws of said Corporation, and I further certify that the foregoing constitutes the Bylaws of the Corporation, such adoption and approval having been made by the unanimous consent of the Directors and of the Members of the Corporation, executed pursuant to the statutes of the State of Kansas, as evidenced by the Consent to and Record of Corporate Action of the Corporation dated the 28th day of May, 1996.


Secretary