

100 W 4<sup>th</sup> Ave

P.O. Box 129

Phone: 620-879-2772

www.caneyks.com

## AGENDA

CITY OF CANEY  
100 W. 4<sup>TH</sup> AVE

### REGULAR COUNCIL MEETING

**ENTER THROUGH DOORS ON EAST END (Main Street Side) OF BUILDING**

DATE: December 1, 2025

TIME: 6:30 P.M.

**A. CALL TO ORDER**

MAYOR ELLIOTT

**B. ROLL CALL**

CITY CLERK

Joshua Elliott

Mayor

Jeff Culver

Council, Ward 1

Mike Holman

Council, Ward 1

Kenith Butts

Council, Ward 2

Lori Patterson

Council, Ward 3

Elizabeth Burch

Council, Ward 3

Becky Dye

Council, Ward 4

Travis White

Council, Ward 4

**C. PLEDGE OF ALLEGIANCE AND INVOCATION**

**D. CITIZEN PRESENTATION/COMMENTS**

The City Council is always pleased to have citizens attend its meetings and welcomes comments during the Citizens/Visitor comments section of the meeting; however pursuant to the Kansas Open Meetings Act, Council cannot deliberate or vote on issues not posted on the agenda. If it is not posted, no deliberation between Council members may occur; Council may only respond with specific information or recite existing policy. If you wish to address the Council, speakers must fill out a "Request for Communication with City Council" at City Hall and have it turned in by noon the day of the City Council meeting. Comments will be limited to three (3) minutes per speaker and six (6) minutes for those with a translator.

**E. REMOVAL OF ITEM(S) FROM THE CONSENT AGENDA**

**F. CONSIDER APPROVAL OF CONSENT AGENDA ITEM(S)**

Consent items are deemed to need little Council deliberation or have already been deliberated at a previous meeting and will be acted upon as one business item. Any member of the City Council may request that an item be withdrawn from the Consent Agenda and placed before the City Council for full discussion.

F.1 Approval of the Minutes for the November 17, 2025 Meeting.

F.2. Approval of Personnel Expenses:

Personnel Expenses (November 20<sup>th</sup>)

\$46,692.80

**MOTION:**

**SECOND:**

**G. OLD BUSINESS**

G.1. Discuss and consider the demolition of the structure at 203 N State and authorize the necessary signatures.

**MOTION:**

**SECOND:**

**H. NEW BUSINESS**

H.1. Receive an update on SRF funding for the Coffeyville supply line.

**MOTION:**

**SECOND:**

H.2. Receive and discuss the third quarter treasury report.

**MOTION:**

**SECOND:**

H.3. Discuss and consider the Christmas parade route and authorize the street closures for the event.

**MOTION:**

**SECOND:**

H.4. Discuss and consider the purchase of new Police vehicles in 2026 using capital outlay funds.

**MOTION:**

**SECOND:**

H.5. Discuss and consider various building permits received and approved by City staff and the Planning & Zoning Board.

**MOTION:**

**SECOND:**

**I. DEPARTMENT REPORTS**

**Mayor – Josh Elliott:**

**Police Chief – Ike Dye:**

**City Administrator - Andrea Sibley:**

**City Clerk – Adam Lanter:**

**Deputy City Clerk – Tyler Goza:**

**Utility Clerk - Jalissa Jones:**

**J. COUNCIL COMMENT**

**Council Member - Burch:**

**Council Member - Patterson:**

**Council Member – Butts:**

**Council Member – Culver:**

**Council Member – Holeman:**

**Council Member – Dye:**

**Council Member – White:**

**K. INFORMATION ITEMS**

**L. ADJOURNMENT**

**MOTION:**

**SECOND:**

CITY OF CANEY  
CITY COUNCIL  
REGULAR MEETING MINUTES  
November 17, 2025

**A. CALL TO ORDER**

Mayor Elliott called the regular City Council meeting to order at 6:30 pm Monday, November 17, 2025 in the Council Chambers at City Hall located at 100 W 4<sup>th</sup> Street.

**B. ROLL CALL**

Present:	Josh Elliott	Mayor
	Mike Holman	Council, Ward 1
	Kenith Butts	Council, Ward 2
	Lori Patterson	Council, Ward 3
	Elizabeth Burch	Council, Ward 3
	Becky Dye	Council, Ward 4
Staff:	Andrea Sibley	City Administrator
	Ike Dye	Police Chief
	Adam Lanter	City Clerk
	Tyler Goza	Deputy City Clerk
	Jalissa Jones	Utilities Clerk

**C. PLEDGE OF ALLEGIANCE AND INVOCATION**

Attendees recited the pledge of allegiance and Mayor Elliott led the invocation.

**D. CITIZEN PRESENTATION/VISITOR COMMENTS**

There were no citizen comments or presentations.

**E. REMOVAL OF ITEMS FROM THE CONSENT AGENDA**

There were no items removed from the consent agenda.

**F. CONSIDER APPROVAL OF CONSENT AGENDA**

**F.1 Approval of the minutes from the November 3, 2025 Meeting.**

<b>F.2.</b>	Jared, Gilmore, & Phillips	\$28,050
	Newberry Fence & Gate	\$2,900

**A MOTION WAS MADE BY COUNCIL MEMBER DYE, AND SECONDED BY COUNCIL MEMBER HOLEMAN, TO APPROVE ITEMS F.1. AND F.2. AS PRESENTED.**

**MOTION CARRIES 5-0.**

**F.3. MAIN STREET AUTO EXPENSES**

Invoice #009717	\$257.02
Invoice #009784	\$440.74

**A MOTION WAS MADE BY COUNCIL MEMBER HOLEMAN, AND SECONDED BY COUNCIL MEMBER BURCH, TO APPROVE ITEM F.3. AS PRESENTED.**

**MOTION CARRIES 5-0.**

**F.4. APPROVAL OF PAYROLL**

November 6, 2025	\$44,553.05
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**A MOTION WAS MADE BY COUNCIL MEMBER DYE, SECONDED BY COUNCIL MEMBER BURCH, TO APPROVE ITEM F.4. AS PRESENTED.**

**MOTION CARRIES 5-0.**

**G. OLD BUSINESS**

**G.1. DISCUSS AND CONSIDER THE PLANNING AND ZONING COMMITTEE.**

Staff stated that they had gotten in contact with the City Attorney and he had concerns about Ordinances 2025-21 and 2025-23. Staff clarified that since the City regulates neighborhoods outside of city limits that they are required to have two (2) board members from outside city limits be on the board. Staff continued to state after speaking with the head of the Planning & Zoning Board and consulting with other staff that a best path forward would be to send a letter to all households outside of city limits, in which there are seventy-two (72) water accounts requesting applications. A template of the letter was distributed to all elected officials of what that letter could look like. The price for that letter



would be around fifty dollar (\$50). Council Member Burch requested clarification on whether there was anyone from outside city limits in the applications that had been reviewed. Clarification was provided that there were no applications from outside of city limits. Council Member Burch stated that the letter should state that there is minimal time commitment needed and asked if the ordinance would need to be changed. Staff stated that if the Council wanted to keep the five (5) applications that had been received and still add the two from outside of city limits then the original ordinance would suffice, since the number of board members would remain the same. Mayor Elliott stated that some of the applications stated that they were only willing to be on the board if needed and requested that the ordinance amending the size of the Planning & Zoning Board still be worked on and that staff reach out to them to determine which members would be taken off so that way the City does not waste taxpayer dollars. Elected officials reiterated the desire for a five (5) member board, with three (3) being inside city limits and two (2) being outside and approved reaching out to the outside city limits water accounts via mailer to solicit new applications while also posting the letter on social media as well.

## **H. NEW BUSINESS**

### **H.1. DISCUSS AND CONSIDER THE GENERAL OBLIGATION BOND REFINANCING PAPERWORK FOR THE GROCERY STORE AND AUTHORIZE THE NECESSARY SIGNATURES.**

Larry Kleeman with Ransom Financial Advisors spoke about the sale of the City's general obligation bonds. He stated that the bond sale was held today and referenced a packet that he had put together. He stated that two bids were received and that the handout summarizes the interest rates. The best interest rate over the eighteen (18) year remainder of the life of the loans that the City received was a 5.3% interest rate from Baird. This was a better interest rate than they were expecting and are pleased with the results. He then went over the debt service schedule in the handout. Mr. Kleeman reviewed the sources and uses and reiterated eighty thousand dollars (\$80,000) received from the sale of the grocery store would go to paying on the new bond. The last thing that was reviewed was the differences between the old bond and the new bond. He did state that the new bond would cost a bit more but that was due to the higher interest rate of the taxable bond. He offered to field any questions. None were heard. He stated that the paperwork in front of them calls for three (3) motions; one to accept the best bid from Baird, the second to approve the ordinance for the sale, and the third to approve the resolution for the sale. Garth from Gilmore Bell clarified that this could be done in one motion to approve the sale, adopt the ordinance and adopt the resolution. Mayor Elliot stated that we could do a roll call on the resolution separate and then the ordinance and accepting the bid ordinance would be rolled into one.

**A ROLL CALL VOTE WAS TAKEN TO APPROVE RESOLUTION 2025-20 AUTHORIZING THE SALE AND ISSUANCE OF TAXABLE GENERAL OBLIGATION BONDS.**

Mike Holman	Yay
Kenith Butts	Yay
Lori Patterson	Yay
Elizabeth Burch	Yay
Becky Dye	Yay

**THE RESOLUTION CARRIES 5-0.**

**A MOTION WAS MADE BY COUNCIL MEMBER BURCH, SECONDED BY COUNCIL MEMBER DYE TO APPROVE ORDINANCE 2025-25 AND TO ACCEPT THE BEST BID FROM BAIRD.**

**MOTION CARRIES 5-0.**

**H.2. DISCUSS AND CONSIDER THE 2024 AUDIT RECEIVED FROM JARRED, GILMORE, & PHILLIPS PA.**

Staff stated that the audit was pretty straight forward and the body went over the audit as a group. Mayor Elliot noted that a few issues were noted in this audit. One of those was preparation of financial statements was one issue. At the conclusion of FY 2024 City staff did not have the training or experience needed to compile financial statements without outside help. Leaning on outside help could lead to additional errors or ineffectual statements. The audit did note that this is not uncommon in smaller cities and Mayor Elliot noted that new staff now hold these positions. Staff added that the audit has also been reviewed internally and that the current staff is more competent and has received additional training than staff in 2024. Council Member Burch stated that an issue in 2024 was the failure to do quarterly treasury reports and that that issue has continued. She requested clarification on how staff was planning on fixing that. Staff stated that City Administrator Sibley did a year and a half of bank recs with a consultant and major headway had been made. Staff continued to state that they are optimistic that the Q3 treasury report would be completed by the end of this current week. A major issue that staff has ran into was the grocery store, especially with documentation and reporting at the end leading up to the sale, has greatly hindered the completion of the treasury report. Staff stated that the granularity required level required to operate a grocery store is not existent with Encode because Encode is for municipality budgets. Staff went on to state that moving forward bank recs will be completed by the tenth of the following month to ensure timely reporting. City Administrator Sibley has taken on the treasury report, Deputy City Clerk Goza has taken

on the bank recs but that Randy Holler is helping with the bank reconciliations due to the hassle of the grocery store. Council Member Patterson requested clarification on the mischarging of Utilities to outside city limit customers. Staff stated that that one hurt due to Gilmore Bell bringing it to the attention of City staff before FY2025 and nothing was done about it. Staff will have a meeting with Gilmore Bell and a supporting analyst that will cost the City more than it will cost to fix it. Staff was adamant that moving forward if the auditors recommend a change that it will be followed up on and failure to comply will be unacceptable. Staff stated the overcharge over the time of the miscalculated fees sets the City back maybe sixty (\$60) for an account. A meeting will be held to correct it all the same, the parties needed at the table are not yet available. Staff stated that sewer rates had not been averaged in years. Gilmore Bell brought this up in July. Staff stated that they could have done it then but it would have hurt the citizens as the average would have been done in the summer months when consumption is highest. The Governing Body and City staff continued to review the audit.

**A MOTION WAS MADE BY COUNCIL MEMBER BURCH, SECONDED BY COUNCIL MEMBER HOLEMAN, TO ACCEPT THE 2024 AUDIT RECEIVED FROM JARRED, GILMORE, & PHILLIPS PA.**

**MOTION CARRIES 5-0.**

**H.3. DISCUSS AND CONSIDER THE KMIT HEALTH INSURANCE OPTIONS AND AUTHORIZE THE NECESSARY SIGNATURES.**

Staff stated that the City was fortunate enough to be accepted into KMIT. Before being accepted into the program the City was always on age-based plans. KMIT removes the age component completely due to the larger pool, resulting in more steady rates. Staff continued to state that the budget accounted for a thirteen percent (13%) increase. The total per person is about six hundred eighty dollars (\$680) per month. KMIT will level off on price increases. Staff continued to say that in addition to this plan the City will cover dental as well. Council Member Patterson asked if vision and dental were included. Staff clarified dental is, but vision is not. Clarity was sought on the deductible which is set to five hundred dollars (\$500). Council Member Burch sought clarity on who was being covered by insurance. Staff clarified that what the City could afford is staff at one hundred percent (100%) and family at fifty percent (50%). Mayor Elliot requested clarity on if some were grandfathered in. Staff concluded that some staff was grandfathered in at seventy-five percent (75%). Staff went on to say that at some point a discussion would have to be had about the grandfathered in staff but as of now the City was fine.

**A MOTION WAS MADE BY COUNCIL MEMBER BURCH, SECONDED BY COUNCIL MEMBER DYE TO ACCEPT THE CITY'S HEALTH INSURANCE PLAN SELECTED BY STAFF.**

**MOTION CARRIES 5-0.**

**I. DEPARTMENT REPORTS:**

**I.1 MAYOR – JOSH ELLIOTT**

1. All of the water meters are in except for a few. Public Works will come in on the weekend to finish those out. Project completion is at ninety-eight percent (98%).
2. The black box that reads radio signals from the meters will be set into the former grocery store van.

**I.2 POLICE CHIEF – IKE DYE**

1. Still waiting on the MOU from the school for the COPS grant.
2. A new officer was hired to fill in for the SRO that was removed from patrol to in the schools.
3. Romans Chevy in Independence has extended the deadline to test drive a car to add up to another five hundred dollars (\$500).
4. Working on improving the less lethal program with the additional money from Romans test drive.

**I.3 CITY ADMINISTRATOR – ANDREA SIBLEY**

1. The site for the site certification for the industrial sit is not in the city. We will need to go through the annexation process. There was some misinformation put out stated that the site was certified, but that is not the case yet. It will be a while until that process is finished. The City will have to go before the County Commission to annex the land since it is not adjacent to City owned land.
2. A thank you to the Public Works for their work on the gun range for the Police Department.

3. With the Federal Government opening back up, staff will provide an update on the appropriations. Grant updates will not be released by the state until February.

#### **I.4 CITY CLERK – ADAM LANTER**

1. There will be a CDBG Housing Revitalization grant meeting tomorrow night, November 18<sup>th</sup> here in the Council Chambers.

#### **I.5 DEPUTY CITY CLERK – TYLER GOZA**

1. September bank recs are almost done, will then pivot to October bank recs.

#### **I.6. UTILITIES CLERK – JALISSA JONES**

1. City clean up is every day this week. Has been a great turn out so far.
2. Bulk pick ups will be on the fifteenth (15<sup>th</sup>) of every month, so far one person has scheduled for November.
3. All of the meters have been inputted into the system.

### **J. COUNCIL COMMENTS**

#### **J.1 COUNCIL MEMBER BURCH**

1. Requested a yield sign at Sixth & main be replaced with a stop sign.
2. Requested crime statistics from the Police Department quarterly.

#### **J.2 COUNCIL MEMBER PATTERSON**

1. Requested that building permit updates.
2. Requested that not that the water meter project is winding down, fixing up the street signage around to make sure they are legible and standing up straight.

#### **J.3. COUNCIL MEMBER BUTTS**

1. Requested clarification on water bills and whether anything was included in the base charge. Staff clarified that when the City charged in cubic feet, the first amount

right under the threshold was technically included but now that the City bills down to the gallon, there is nothing included in the base charge. The water revenues being tied to grant request locks the City into current rates or on paper making the revenue match.

## **K. INFORMATIONAL**

**K.1. CDBG Housing Revitalization grant meeting tomorrow night November 18<sup>th</sup> at 6:30 in the council chambers.**

**K.2. Ordinance review**

## **L. ADJOURNMENT**

**A MOTION WAS MADE BY COUNCIL MEMBER HOLEMAN, SECONDED BY COUNCIL MEMBER HOLEMAN AT 7:36 PM.**

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Joshua D. Elliott, Mayor

Attest:

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Adam Lanter, City Clerk

## **RESOLUTION 2025-21**

### **A RESOLUTION AUTHORIZING CITY STAFF TO ACCEPT THE BID FROM G&G DOZER FOR THE DEMOLITION OF A CONDEMNED STRUCTURE LOCATED AT 203 N. STATE ST, CANEY, KANSAS PERSUANT TO ARTICLE 4 OF THE BUILDING AND CONSTRUCTION CODE OF THE CITY OF CANEY.**

**WHEREAS**, a formal hearing was set at the July 7, 2025 City Council meeting for the August 18, 2025 City Council meeting pursuant to section 1 of Article 4 in Chapter 8 of the Code of the City of Caney; and

**WHEREAS**, No contact has been made with Mr. Tod Baker and Mrs. Leslie Baker (the “owners”) Despite letters sent to their last known mailing address inviting them to the formal hearing; and

**WHEREAS**, no progress has been made in resolving the dangerous conditions at the property located at 203 N. State St. and no appeal has been brought before the Governing Body.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CANEY, KANSAS:**

City staff is authorized and directed to accept the quote for the demolition of the structure located at 203 N. State St. to rectify the dangerous conditions in an amount not to exceed \$12,000. This cost incurred by the City for the demolition of the structure shall be charged against the owner(s) of the property in the manners provided in Section 4-404 C of the City of Caney Code.

This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until further action is taken by the Governing Body.

**ADOPTED**, this 1, day of December 2025.

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Joshua D. Elliott, Mayor

Attest:

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Adam Lanter, City Clerk

**G & G DOZER**  
**1875 HWY 75 NORTH**  
**CANEY, KS 67333**  
**11/3/2025**

Demolition Proposal for 203 N State St. Caney, KS

The proposal for demolition of the property at the above mentioned address is \$12,000.00.

This will include all asbestos siding being legally disposed of as well as complete demo of the structures (house & garage ) and backfilling of the basement as well as leveling of the round surface.

Thank you for this opportunity to work for the City of Caney again.

Gary Gorby

G & G Dozer



**From:** [Megan Unruh](#)  
**To:** [Adam Lanter](#)  
**Subject:** Re: Demolition  
**Date:** Tuesday, November 25, 2025 11:22:36 AM  
**Attachments:** [Outlook-kyf4vkol.png](#)  
[Outlook-hghxkp5p.png](#)  
[Outlook-3de45nzu.png](#)  
[Outlook-whmclhpa.png](#)  
[KS Abandoned Property Act - Fact Sheet.docx](#)

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Hi Adam!

I hope you have a great Thanksgiving as well! I will be out of office Wed-Fri but checking in periodically!

Because 203 N State falls in the extended boundary, we *can* include it, but only if the City wants to pursue a target area expansion. That process requires:

- Revising the Environmental Review: Cost \$500-\$1000
- Publishing a new public notice: Estimated Cost of \$150-\$250
- Providing a target area expansion request to commerce, including
  - A letter signed by the mayor regarding outreach efforts and reasoning for expansion
    - Documentation of letters sent, meetings held, Facebook/website posts, etc.
  - A new log of new applications we have completed & in hand - ready for inspections
  - Maps of the old target area & new target area
- This process takes a minimum of 2 months to complete. We would need to submit this request by the end of January to stay on track. Let me know what your thoughts are on this process, these can take a lot of workload on my part and I want to plan accordingly.

Before moving forward, the City should consider whether they already have enough applicants in the current target area to fully spend the grant. If so, it may be easier to handle this demolition outside the grant or include it in a future round of housing rehabilitation.

If added to the CDBG project, the parcel would be subject to the required 5-year no-build rule, meaning no building permits could be issued during that period. The demolition would also need to complete the condemnation process, and the City Attorney should review to ensure all

legal requirements are met to allow the raze and removal of the structure. We would also need the resolution to secure that SCKEDD can enter the property for asbestos testing and asbestos mitigation.

Additionally, the city cannot "recover" any funds from the homeowner for raze and removal under CDBG. The Grant is a non-income-generating program and receiving funds back from the homeowner from the demolition would be considered as such. It's all a bit complicated - but do-able. It would be up to the City to decide the best path forward. However, the program can reimburse O&E report expenses that you'd need to procure before removal.

An alternative route that could be pursuable - would be to try to take possession of the structure through the KS Abandoned Property Act. For reference, I've attached the Kansas Abandoned Property Rehabilitation Act fact sheet, since that may be another tool depending on the condition of the property. You could check in with your City attorney on this, if it seems like a good path. This Act is new to me, I just learned about it in October!

Thanks and let me know if you have any questions!



**Megan Unruh**  
*Grant Administrator*

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**From:** Adam Lanter <alanter@caneyks.com>  
**Sent:** Tuesday, November 25, 2025 10:18 AM  
**To:** Megan Unruh <MUnruh@sckedd.org>  
**Subject:** Demolition

**CAUTION:** This email originated from outside SCKEDD. Do not click links or open attachments unless you validate the sender and know the content is safe. Please forward this email to [security@dosks.com](mailto:security@dosks.com) if you believe this email is suspicious!

Question for you. So on the property that is on the City's demolition slate in the condemnation process. The property is at 203 N State which is in the extended boundary for the grant. Could we add that to the list for demolition or would it be better to handle that for the City internally so as to avoid the 5 year no building on it? If it can be included how would we add it to the list if the City is not the owners? We have made multiple attempts to contact them throughout the condemnation process but have had no luck. Let me know, and have a fantastic Thanksgiving!

## **Adam Lanter**

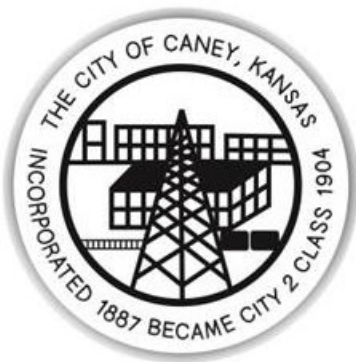
*City Clerk / City of Caney, KS*

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(O) 620.879.2772

(C) 618.978.1666

100 W 4<sup>th</sup> Ave  
Caney, KS 67333



## Kansas Abandoned Property Rehabilitation Act – Fact Sheet

Statutory Reference:

[https://www.kslegislature.gov/li/b2025\\_26/statute/012\\_000\\_0000\\_chapter/012\\_017\\_0000\\_article/012\\_017\\_0056a\\_section/012\\_017\\_0056a\\_k/](https://www.kslegislature.gov/li/b2025_26/statute/012_000_0000_chapter/012_017_0000_article/012_017_0056a_section/012_017_0056a_k/)

### Purpose

The Kansas Abandoned Property Rehabilitation Act provides a legal pathway for nonprofit organizations or local governments to obtain temporary possession of abandoned residential properties for rehabilitation and reuse as housing.

### Eligibility – When Property Qualifies as “Abandoned”

Defined in K.S.A. 12-1750(b) & (c):

- Residential property:
  - Taxes have been delinquent for at least two years, and
  - The property has been unoccupied for at least 90 consecutive days.
- Must be unsafe, blighted, or unfit for habitation under local code.

### Who Can File a Petition

An eligible organization (usually a nonprofit housing developer, community development corporation, or city partner) that:

1. Intends to rehabilitate the property and use it as housing.
2. Provides 20–60 days’ advance notice to the owner, enforcing officer, and all parties in interest before filing.
3. Files a verified petition in district court requesting temporary possession.

### Process Overview

1. Notice: Must be mailed to owners and posted on the property.
2. Petition: Filed in district court stating the property meets “abandoned” criteria.
3. Hearing:
  - The owner can submit a rehabilitation plan and gets 90 days (plus possible 90-day extension) to bring the property into compliance and pay delinquent taxes.
  - If the owner fails, the court may grant temporary possession to the organization.
4. Court Order:
  - Approves the organization’s rehabilitation plan and authorizes entry.
  - Requires proof of resources and capacity to complete and manage rehab.
5. Rehabilitation: The organization carries out the approved plan under court supervision.

### Key Points

- The Act allows possession, not immediate ownership.
- Title transfer may occur later under separate legal processes.
- The goal is to return abandoned or nuisance properties to productive housing use while preventing further neighborhood decline.

# Supply Line Focus

	Option 1: 20 year interim	Option 2: 20 year w/ \$100 principal	Option 3: 40 year loan
Loan amount	\$4,369,325	\$4,369,325	\$4,369,325
Interest	3.14%	3.14%	4.19%
Annual Payment	\$295,853 in 2030	\$326,394 in 2032	\$226,126 in 2030
Total Payments	\$5,917,073	\$6,055,382	\$9,045,072
If lower loan...	\$170,200 (KWO, Appropriations,...)		Pursue USDA
*The City will only pay interest and service fee during construction			
*Start payments one year after construction is completed			

Project Costs:  
\$7,869,325

- CDBG \$1M
- SRF Loan Forgiveness \$2.5M
- Appropriations \$1.5M
- KWO \$1.4M

Loan Goal: \$2.5M



**City of Caney, KS**  
**Engineer's Estimate of Probable Budgets**  
For Proposed Water System Improvements  
July 2025

Item	2020	2021	2022	2023	2024	5YR-Ave	2025	2025
							<b>Producing</b>	<b>Purchasing</b>
<b>Annual Production</b>								
Total Raw Water Produced (1,000 Gallons)	96,462	90,568	77,485	65,780	62,388	78,537	54,582	
Metered Water Provided Free (1,000 Gallons)	18,443	3,792	803	774	772	4,917	8,187	0
Metered Water Provided Free	19%	4%	1%	1%	1%	5%	15%	5%
Unaccounted for Water (1,000 Gallons)	33,180	39,282	32,074	25,206	18,813	29,711	2,729	0
Unaccounted for Water	34%	43%	41%	38%	30%	38%	5%	5%
Total Sold (1,000 Gallons)	44,839	47,494	44,608	39,793	41,592	43,665	43,665	43,665
Average/Meter/Month (1,000 Gallons)	4.133	4.238	4.080	3.672	3.838	3.992	3.992	3.992
Average/Month Sold	3,737	3,958	3,717	3,316	3,466	3,639	3,639	3,639
Average/Day Sold (1,000 Gallons)	123	130	122	109	114	120	120	120
Total Sold Residential (1,000 Gallons)	32,564	33,285	32,614	29,845	31,194	31,900	31,900	31,900
Total Sold Residential Outside City(1,000 Gallons)								
Total Sold Commercial (1,000 Gallons)	11,904	13,982	13,259	9,948	10,398	11,898	11,898	11,898
Purchased Water Rates (\$/1000 gallons)								2.98
Total Purchased (1,000 Gallons)								48,517

<b>Annual Sales Revenue</b>								
Total Meters Billed	904	934	911	903	903	911	911	911
Residential Meters	744	770	732	807	807	772	772	772
Residential Outside City	77	79	81	77	77	78.2	78.2	78.2
Commercial Meters	83	85	98	96	96	91.6	91.6	91.6
Residential Base rate	\$36.00	\$36.00	\$36.00	\$46.00	\$46.00	\$40.00	\$46.00	\$46.00
Residential (Cost/100 Cu. Ft.)	\$2.85	\$2.85	\$2.85	\$2.85	\$2.85	\$2.85	\$2.85	\$2.85
Residential Outside City (Cost/100 Cu. Ft.)	\$3.10	\$3.10	\$3.10	\$3.10	\$3.10	\$3.10	\$3.10	\$3.10
Commercial Base rate	\$46.25	\$46.25	\$46.25	\$46.25	\$46.25	\$46.25	\$46.25	\$46.25
Rate Increase per 100 Cubic Feet								
Base Rate Increase	(Grant funding is essential to make these projects achievable)						\$92.25	\$73.44
Calculated Residential Revenue	\$ 478,746	\$ 493,589	\$ 475,481	\$ 601,681	\$ 606,822	\$ 529,641	\$ 1,532,047	\$ 1,340,139
Calculated Commercial Revenue	\$ 91,421	\$ 100,449	\$ 104,909	\$ 91,184	\$ 92,898	\$ 96,172	\$ 96,172	\$ 96,172
Calculated Annual Revenue	\$ 570,167	\$ 594,038	\$ 580,389	\$ 692,866	\$ 699,720	\$ 625,814	\$ 1,628,219	\$ 1,436,311
Actual Revenue From Water Sales	\$618,113	\$631,192	\$613,256	\$673,434	\$683,690	\$ 643,937		
Actual Miscellaneous Revenue	\$25,069	\$25,890	\$27,129	\$8,563	\$13,095	\$ 19,949		\$ -
Actual Total Revenue	\$643,181	\$657,082	\$640,385	\$681,996	\$696,786	\$ 663,886		
Revenue - Actual to Calculated	7.8%	5.9%	5.4%	-2.9%	-2.3%	3%		
Revenue - Actual Minus Calculated	\$47,946	\$37,154	\$32,866	-\$19,432	-\$16,030	\$18,123		
Bill per avg. usage (Water and General Fund)	87.21	86.55	86.33	92.38	93.33	89.14	179.17	161.62
<b>*Adjusted Proposed Total Calculated Revenue</b>							<b>\$ 1,628,219</b>	<b>\$ 1,436,311</b>

\*Calculated revenues are 8% less than actual due to tracking of commercial usages.

**Expenditures**

Item	2020	2021	2022	2023	2024	5YR-Ave	Producing	Purchasing
<b>Variable Costs</b>								
Chemicals	76,168	87,359	116,549	108,832	10,910	\$ 79,964	\$ 86,489	\$ -
Electric	37,927	21,337	21,105	17,554	23,732	\$ 24,331	\$ 26,316	\$ -
Water Purchases								\$ 144,580
Total Variable O&M Costs	\$ 114,096	\$ 108,696	\$ 137,654	\$ 126,386	\$ 34,642	\$ 121,708	\$ 112,805	\$ 144,580
Total Variable O&M Costs Per 1000 Gal Sold	\$ 2.54	\$ 2.29	\$ 3.09	\$ 3.18	\$ 0.83	\$ 2.79	\$ 2.58	\$ 3.31
<b>Fixed Costs</b>								
Cost of Living Adjustment per year							4.00%	4.00%
20% Personal Services WTP	\$ 48,261	\$ 56,873	\$ 64,828	\$ 40,672	\$ 45,945	\$ 51,316	\$ 70,118	\$ -
80% Personal Services Distribution	\$ 193,043	\$ 227,490	\$ 259,311	\$ 162,688	\$ 183,779	\$ 205,262	\$ 280,471	\$ 280,471
Contractual services(minus Electric)*	\$ 159,855	\$ 141,720	\$ 120,594	\$ 222,031	\$ 347,056	\$ 198,251	\$ 214,428	\$ 129,632
Commodities(minus Chemicals)**	\$ 28,583	\$ 58,743	\$ 42,331	\$ 35,911	\$ 32,385	\$ 39,591	\$ 44,821	\$ 43,956
Capital Outlay (Repairs)	\$ 9,378	\$ 7,441	\$ 23,145	\$ 56,130	\$ 10,622	\$ 21,343	\$ 23,084	\$ 23,084
Interest and loan paid/Transfers	\$ 29,000	\$ -	\$ 50,000	\$ 220,000	\$ 165,000	\$ 92,800	\$ -	\$ -
Total Fixed O&M Expenses	\$ 468,120	\$ 492,265	\$ 560,209	\$ 737,432	\$ 784,786	\$ 608,562	\$ 632,923	\$ 477,144
Total Fixed O&M Cost per 1,000 Gallons Sold	\$ 10.44	\$ 10.36	\$ 12.56	\$ 18.53	\$ 18.87	\$ 13.94	\$ 14.49	\$ 10.93

<b>Total Costs</b>								
Total Fixed and Variable Expenses	\$ 582,216	\$ 600,961	\$ 697,863	\$ 863,818	\$ 819,428	\$ 730,270	\$ 745,728	\$ 621,724
Monthly O&M Expenses	\$ 48,518	\$ 50,080	\$ 58,155	\$ 71,985	\$ 68,286	\$ 60,856	\$ 62,144	\$ 51,810
Total O&M Cost per 1,000 Gallons Sold	\$ 12.98	\$ 12.65	\$ 15.64	\$ 21.71	\$ 19.70	\$ 16.72	\$ 17.08	\$ 14.24
<b>Difference between Expenses and Revenue</b>	<b>\$ 35,897</b>	<b>\$ 30,231</b>	<b>\$ (84,607)</b>	<b>\$ (190,384)</b>	<b>\$ (135,738)</b>	<b>\$ (86,333)</b>	<b>\$ 882,492</b>	<b>\$ 814,587</b>

\*Proposed Budget is reduced by WTP related services

\*\*Proposed Budget adds annual telemetry costs

**Current Indebtedness**

Indebtedness Cost Per Meter Per Month \$ 30.23

**Proposed Indebtedness**

Difference Available for New Indebtedness

Principal & Interest Payment	\$ 330,513	\$ 330,513
General Fund Transfer	\$ (330,513)	\$ (330,513)
Short Lived Assets: WTP Rehab	\$ 44,558	
Short Lived Assets: New Supply Line & Elevated Storage		\$ 4,492
Short Lived Assets: Distribution Replacement	\$ 14,192	\$ 14,192

	Proposed Improvements	Project Cost	Annual Paymer	Reserve	Accumulated	Cost/1000 Gallons	Remaining Funds	Remaining Funds
<b>1</b>	Coffeyville 8" Water Supply Line & BPS	\$ 7,869,325	\$ 126,655	\$ -	\$ 126,655	\$ 2.90		\$ 669,248
<b>2</b>	Elevated Storage Tank	\$ 2,871,069	\$ 126,732	\$ -	\$ 253,386	\$ 2.90	\$ 697,009	\$ 542,516
<b>3</b>	Caney Distribution Replacement	\$ 13,356,466	\$ 542,516	\$ -	\$ 795,902	\$ 12.42	\$ 154,493	\$ -
<b>Alt.</b>	WTP Rehab	\$ 5,000,000	\$ 154,493	\$ -	\$ 154,493	\$ 3.54	\$ -	
<b>Alt.</b>	Dewey 6" Water Supply Line & BPS	\$ 5,187,288	\$ 8,267	\$ -	\$ 8,267	\$ 0.19		
<b>Alt.</b>	Copan 6" Water Supply Line & BPS	\$ 4,461,428	\$ (23,773)	\$ -	\$ (23,773)	\$ (0.54)		

Division of Environment  
Curtis State Office Building  
1000 SW Jackson St., Suite 400  
Topeka, KS 66612-1367



Phone: 785-296-1535  
Fax: 785-559-4264  
[www.kdheks.gov](http://www.kdheks.gov)

Janet Stanek, Secretary

Laura Kelly, Governor

August 28, 2025

Andrea Sibley, City Administration  
City of Caney  
PO Box 129  
Caney, Ks 67333

Re: KPWSLF  
Project No. 3338

Dear Ms. Silbey;

Enclosed are two original copies of the loan agreement for the city's referenced project. Please sign the original loan agreement's signature pages. Keep one original loan agreement for the city's records and return the remaining copy to KDHE. It is necessary to complete Exhibits F and G and submit original copies with the signed Loan Agreement.

We look forward to working with the city on this project. Please call Brenda Diegel at (785) 296-4262, if you have any questions.

Sincerely yours,

A handwritten signature in black ink that reads "Cathy Tucker-Vogel".

Cathy Tucker-Vogel, Section Chief  
Public Water Supply Section  
Bureau of Water

CTV:kp

pc: Southeast District

Dan Clair/Todd Stephenson/Ben Haring/Edward Darbro/Kathy Martinez Reynaga/William Carr/Brenda Diegel/SRF File

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## **LOAN AGREEMENT**

Between

**THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT  
ACTING ON BEHALF OF  
THE STATE OF KANSAS**

and

**THE CITY OF CANEY, KANSAS**

**KPWSLF PROJECT NO. 3338**

**EFFECTIVE AS OF AUGUST 11, 2025**

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*The interest of the Kansas Department of Health and Environment ("KDHE") in the Loan Repayments to be made by the Municipality and certain other revenues (the "Revenues") under this Loan Agreement have been pledged and assigned to the Kansas Development Finance Authority (the "Authority") pursuant to a Master Indenture. The interest of the Authority in the Revenues has been pledged as security for the payment of the principal of, redemption premium, if any, and interest on the Authority's State Revolving Fund Revenue Bonds, pursuant to the Master Indenture.*

*This Loan is considered an Equivalency Loan which means it is considered federal assistance*



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## **RECITALS**

### **KANSAS PUBLIC WATER SUPPLY LOAN FUND LOAN AGREEMENT**

**THIS LOAN AGREEMENT**, effective as of August 11, 2025, by and between the KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT ("KDHE"), acting on behalf of THE STATE OF KANSAS (the "State"), and CANEY, KANSAS, a "Municipality" according to K.S.A. 65-163d, hereinafter referenced as the "Municipality";

#### **WITNESSETH:**

**WHEREAS**, the Safe Drinking Water Act Amendments of 1996 [PL 104-182] to the Safe Drinking Water Act (jointly, the "Federal Act") established the Drinking Water Loan Fund to assist public water supply systems in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

**WHEREAS**, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

**WHEREAS**, by passage of the Kansas Public Water Supply Loan Act, K.S.A. 65-163d *et seq.*, as amended (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Public Water Supply Loan Fund (the "Revolving Fund") for purposes of the Federal Act; and

**WHEREAS**, under the Loan Act, the Secretary (the "Secretary") of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

**WHEREAS**, the Secretary, Kansas Development Finance Authority (the "Authority"), and the Kansas Department of Administration (the "DOA") have entered into an Inter-Agency Agreement dated as of December 23, 2019, (jointly, the "Inter-Agency Agreement"), to define the cooperative relationship between KDHE, the DOA and the Authority to jointly administer certain provisions of the Loan Act; and

**WHEREAS**, the Authority and KDHE have supplemented the Inter-Agency Agreement by entering into a Master Indenture, dated as of November 1, 2010, as the same may be amended and supplemented from time to time (the "Master Indenture") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities (as defined in the Loan Act) for Public Water Supply Projects (the "Projects") and to pledge the Loan Repayments received pursuant to such Loan Agreements to the Authority; and

**WHEREAS**, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

**WHEREAS**, the Municipality has made timely application to KDHE for a Loan to finance all or a portion of the Project Costs; and

**WHEREAS**, the State has approved the Municipality's application for a Loan, subject to the receipt of capitalization grants from the EPA pursuant to the Federal Act and proceeds of the Bonds when issued by the Authority.

**NOW, THEREFORE**, for and in consideration of the award of the Loan by KDHE, the Municipality agrees to complete its Project and to perform under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as a part hereof, as follows:

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.01. Definitions.** The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

**"Additional Payments"** means the payments described in *Section 2.06* hereof.

**"Additional Revenue Obligations"** means any obligation for the payment of money undertaken by the Municipality which is payable from or secured by a pledge of, or lien upon, the System Revenues incurred after the date of execution and delivery of this Loan Agreement, and all Existing Revenue Obligations.

**"Authority"** means the Kansas Development Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns.

**"Authorized Municipality Representative"** means any person authorized pursuant to a resolution of the governing body of the Municipality to perform any act or execute any document relating to the Loan, or this Loan Agreement.

**"Bonds"** means the Kansas Development Finance Authority, Kansas Revolving Loan Fund Revenue Bonds, issued in one or more series, pursuant to Bond Resolution No. 287, and supplements thereto, or such other authorization, resolution, indenture, instrument or security agreement deemed appropriate by KDFA and KDHE.

**"Code"** means the Internal Revenue Code of 1986, and amendments thereto, and any applicable regulations thereunder promulgated by the Department of the Treasury.

**"Continuing Disclosure Undertaking"** means, with respect to any series of Bonds, the undertaking or agreement by KDHE and any other parties thereto with respect to continuing disclosure matters within the scope of the SEC Rule.

**"Dedicated Source of Revenue"** shall have the meaning ascribed thereto in *Exhibit B* attached hereto.

**"EPA"** means the Environmental Protection Agency of the United States, its successors and assigns.

**"Event of Default"** means any occurrence of the following events:

(a) failure by the Municipality to pay, or cause to be paid, any Loan Repayment required to be paid hereunder when due;

(b) failure by the Municipality to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by KDHE, unless KDHE shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period KDHE may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the Event of Default is corrected;

(c) failure by the KDHE to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Agreement which shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to KDHE by the Municipality, unless the Municipality shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Municipality may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by KDHE within the applicable period and diligently pursued until the Event of Default is corrected;

(d) any representation made by or on behalf of the Municipality contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is intentionally false or misleading in any material respect;

(e) any representation made by or on behalf of KDHE contained in this Agreement, or in any instrument furnished in compliance with or with reference to this Agreement, is intentionally false or misleading in any material respect;

(f) a petition is filed by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality, such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal;

(g) the Municipality shall generally fail to pay its debts as such debts become due;

(h) failure of KDHE to promptly pay any Project Costs when reasonably requested to do so by the Municipality pursuant to *Section 2.03* hereof.

**"Existing Revenue Obligation"** means any obligation for the payment of money undertaken by the Municipality which is payable from or secured by a pledge of, or lien upon, the System Revenues existing or outstanding at the time of execution and delivery of this Loan Agreement by the Municipality.

**"Federal Act"** means the Safe Drinking Water Act, including the Safe Drinking Water Act Amendments of 1996 [PL 104-182] thereto.

**"FIAC"** means the Financial Integrity Assurance Conditions, attached hereto as *Exhibit I*.

**"GAAP"** means generally accepted accounting principles as applicable to municipal utility systems.

**"Indebtedness"** means any financial obligation of the Municipality evidenced by an instrument executed by the Municipality, including this Loan, Existing Revenue Obligations Additional Revenue Obligations, general obligation bonds or notes, lease or lease-purchase agreement or similar financial transactions.

**"KDHE"** means the Kansas Department of Health and Environment or its successors in interest.

**"Loan"** means the loan made by KDHE to the Municipality to finance or refinance a portion of the Project Costs pursuant to this Loan Agreement.

**"Loan Act"** means the Constitution and laws of the State of Kansas, including particularly K.S.A. 65-163d through 65-163u inclusive, as amended and supplemented.

**"Loan Agreement"** means this Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

**"Loan Repayments"** means the payments payable by the Municipality pursuant to *Section 2.05* of this Loan Agreement.

**"Loan Terms"** means the terms of this Loan Agreement provided in *Article II* hereof.

**"Municipal Fiscal Year"** means the twelve-month period ending on December 31 of each year.

**"Municipality"** means the City of Caney, Kansas, its successors and assigns.

**"Master Indenture"** means the Master Indenture between the Authority and KDHE, dated as of November 1, 2010, and any agreement or agreements amendatory or supplemental thereto.

**"Project"** means the acquisition, design, construction, improvement, repair, rehabilitation or extension of the System described in *Exhibit A* hereto, which constitutes a project pursuant to the Loan Act for which KDHE is making a Loan to the Municipality pursuant to this Loan Agreement.

**"Project Costs"** means all costs or expenses which are necessary or incident to the Project and which are directly attributable thereto, including, but not limited to: (a) costs of any Loan reserves; (b) interest on the Loan during the construction of the Project; (c) principal of and interest on any temporary financing obligations issued by the Municipality to pay Project Costs incurred for contracts entered into on or after August 6, 1996; and (d) financing and administrative costs associated with the Loan Agreement.

**"Public Water Supply System"** means a system for the provision to the public of piped water for human consumption, if such system has at least ten (10) service connections or regularly serves an average of at least twenty-five (25) individuals daily at least sixty (60) days out of the year, and as further defined in K.S.A. 65-162a, and amendments thereto.

**"Rating Agency"** means Moody's Investors Service, Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Fitch Investors Service, Inc., and any other nationally recognized securities rating agency designated by the Authority.

**"Regulations"** means Kansas Administrative Regulations (K.A.R.) 28-15-50 to 28-15-65, and any amendments thereto promulgated by KDHE pursuant to the Loan Act.

**"Revolving Fund"** means the Kansas Public Water Supply Loan Fund established by the Loan Act.

**"SEC Rule"** means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time or such other similar rule regarding disclosure of information in securities transactions.

**"Secretary"** means the Secretary of KDHE

**"State"** means the State of Kansas, acting, unless otherwise specifically indicated, by and through KDHE, and its successors and assigns.

**"System"** means the water system of the Municipality, as the same may be modified or enlarged from time to time, including the Project described in *Exhibit A*, for which the Municipality is making the borrowing under this Loan Agreement, which constitutes or includes a Public Water Supply System.

**"System Revenues"** means all revenues derived by the Municipality from the ownership and operation of the System.

#### **Section 1.02. Rules of Interpretation.**

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) 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.

(c) All references in this Loan Agreement to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this Loan Agreement as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

(d) The Table of Contents and the Article and Section headings of this Loan Agreement shall not be treated as a part of this Loan Agreement or as affecting the true meaning of the provisions hereof.

## ARTICLE II

### LOAN TERMS

**Section 2.01. Amount of the Loan.** Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds and proceeds of Bonds, KDHE will loan an amount not to exceed \$7,869,325.00 to the Municipality to pay all or a portion of the Project Costs for the Project described in *Exhibit A* hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (*Exhibit B* hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in excess of the amount of the Loan. Any amendment to *Exhibit B* shall be effected by written amendment to the Loan Agreement executed by all parties.

**Section 2.02. Interest Rate.** The gross interest rate on the loan shall be 3.14% per annum, which shall be assessed on the unpaid principal balance to be paid as set out in the Loan Repayment Schedule, *Exhibit B* hereto. This interest rate consists of a net loan interest rate, and a service fee, as described in *Exhibit B*.

#### **Section 2.03. Disbursement of Loan Proceeds.**

(a) Subject to the conditions described in this Section, KDHE agrees to disburse the proceeds of the Loan during the progress of the Project for Project Costs. Requests for disbursement may be submitted by the Municipality (in substantially the form attached hereto as *Exhibit E*), not more than once per month, in accordance with the procedures set forth by KDHE. Any request for disbursement must be supported by proper invoices and a certificate of the Authorized Municipality Representative to the effect that all representations made in this Loan Agreement remain true as of the date of the request and, based upon that information then available to such person, no adverse developments affecting the financial condition of the Municipality or its ability to complete the Project or to repay the Loan have occurred.

The Municipality may request disbursement for the following Project Costs:

- (1) any eligible planning/design costs incurred prior to execution of this Loan Agreement (initial disbursement request only);
- (2) disbursement for eligible Project Costs if such Project Costs have been incurred and are due and payable to Project contractors (actual payment of such Project Costs by the Municipality is not required as a condition of the payment request); or
- (3) interest becoming due on the Loan prior to the initial scheduled payment of principal;
- (4) the principal of and interest on any temporary financing obligations issued by the Municipality to pay Project Costs incurred for contracts entered into on or after August 6, 1996; and

(b) KDHE shall not be under any obligation to disburse any Loan proceeds to the Municipality under this Loan Agreement unless:



(1) there are moneys available in the Revolving Fund to fund the Loan, as determined solely by KDHE;

(2) the Municipality shall certify to KDHE that it has funds available to pay for that portion of the Project Costs not eligible (pursuant to the Loan Act or the Federal Act) to be funded under this Loan Agreement;

(3) no Event of Default by the Municipality shall have occurred and be continuing;  
and

(4) the Municipality continues to maintain reasonable progress towards completion of the Project.

#### **Section 2.04. Schedule of Compliance; Completion of Project.**

(a) The Municipality agrees to complete the Project in accordance with the Conditions Applicable to Construction of the Project set forth in *Exhibit C* attached hereto.

(b) The completion of the construction of the Project shall be evidenced to KDHE by a certificate signed by the Authorized Municipality Representative stating: (1) that the construction of the Project has been completed in accordance with the plans and specifications therefore; and (2) that all Project Costs have been paid, except Project Costs the payment of which is not yet due or is being retained or contested in good faith by the Municipality. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

#### **Section 2.05. Repayment of the Loan.**

(a) *Loan Repayments.* The Municipality shall pay to KDHE, on or before the due dates, installments of principal and interest on the Loan in accordance with *Exhibit B* attached hereto, until the Loan has been paid in full. Installments of principal and interest on the Loan shall be computed and paid in accordance with the Loan Repayment Schedule on *Exhibit B* as in effect at any time under this Loan Agreement. Notwithstanding any other provision of this Loan Agreement, the first payment of principal and interest due on the Loan shall be made no more than one year after project initiation of operation. The final installment of principal under the Loan shall be fully repaid not later than 21 years after Project completion.

(b) *Prepayment of the Loan.* The Municipality may prepay the outstanding principal of the Loan, in whole, or in part, without penalty, if consent from KDHE is obtained. The municipality must provide a written request to KDHE of its desire to prepay, such request shall indicate the actual source of funds that will be used to make the prepayment (specifically proceeds from a tax-exempt bond issue, proceeds from a taxable bond issue, cash on hand, or some other instrument) and the desired date of prepayment. KDHE may require the prepayment date coincide with a scheduled repayment date. A partial prepayment may be made only if the prepayment amount is the greater of 10% of the original principal amount of the Loan or \$50,000. A new *Exhibit B* will be prepared by KDHE following receipt of any acceptable partial prepayment, reamortizing the remaining principal amount over the remaining term of the Loan.

**Section 2.06. Additional Payments.** The Municipality shall pay as Additional Payments the following amounts:

(a) Any amounts required to be paid by the Authority to the United States of America as arbitrage rebate, arising due to the Municipality's failure to expend proceeds of the Loan at the times certified to KDHE by the Municipality, that result in arbitrage rebate liability for the Authority, but only to the extent that the funds in the Rebate Fund established by the Master Indenture are insufficient to make such payments; and.

(b) All other payments of whatever nature which the Municipality has agreed to pay or assume hereunder.

**Section 2.07. Financial Integrity Assurance Conditions.** In accordance with the powers granted to the Secretary in the Loan Act, the Secretary may require at any time during the term of this Loan Agreement the requirement of FIAC for the Municipality; provided the Secretary shall not make such requirement so long as the Municipality maintains a financial rating on its general obligation bonds or Additional Revenue Obligations of not less than the lowest category of "A" from any Rating Agency. In addition, the Municipality may elect to comply with FIAC prior to the funding of the Loan or at any time during the term of this Loan Agreement. In either instance, the Municipality and the Secretary hereby agree the conditions are attached hereto as *Exhibit I*. The Municipality will cooperate fully with any recommendations and requirements imposed by the FIAC.

### ARTICLE III

#### REPRESENTATIONS AND COVENANTS OF MUNICIPALITY

**Section 3.01. Representations of the Municipality.** The Municipality makes the following representations:

(a) ***Organization and Authority.***

(1) The Municipality is a municipal corporation duly created and validly existing under and pursuant to the constitution and statutes of the State.

(2) The Municipality has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain its System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement.

(3) The Ordinance (adopted substantially in the form attached hereto as *Exhibit F*) and other proceedings of the Municipality's governing body approving this Loan Agreement and authorizing its execution, issuance and delivery on behalf of the Municipality, and authorizing the Municipality to undertake and complete the Project have been duly and lawfully adopted.

(4) This Loan Agreement has been duly authorized, executed and delivered on behalf of the Municipality, and, constitutes the legal, valid and binding obligation of the Municipality enforceable in accordance with its terms.

(b) **Full Disclosure.** To the best knowledge of the Municipality, there is no fact that the Municipality has not disclosed to KDHE in writing on the Municipality's application for the Loan or otherwise that materially adversely affects or that will materially adversely affect the properties, activities, or its System, or the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Agreement.

(c) **Non-Litigation.** There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (1) the legal organization of the Municipality; (2) its boundaries; (3) the right or title of any of its officers to their respective offices; (4) the legality of any official act taken in connection with obtaining the Loan; (5) the constitutionality or validity of the indebtedness represented by the Loan Agreement; (6) any of the proceedings had in relation to the authorization or execution of this Loan Agreement; (7) the collection of revenues of the System; (8) the levy and collection of unlimited *ad valorem* taxes to pay the principal of and interest on the Loan; or (9) the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(d) **Compliance with Existing Laws and Agreements.** To the best knowledge of the Municipality, the authorization, execution and delivery of this Loan Agreement by the Municipality, and the performance by the Municipality of its duties, covenants, obligations and agreements thereunder will not result in any breach of any existing law or agreement to which the Municipality is a party.

(e) **No Defaults.** No event has occurred and no condition exists that would constitute an Event of Default. The Municipality is not presently aware of any violation of any agreement which would materially adversely affect the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(f) **Compliance with Law.** The Municipality has, to the best of the Authorized Municipality's Representative's knowledge:

(1) complied with all laws, ordinances, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Loan Act, the Regulations and the Federal Act, the failure to comply with which would materially adversely affect the ability of the Municipality to conduct its activities, enter into this Loan Agreement or undertake or complete the Project; and

(2) obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Municipality to complete the Project or operate the Project.

(g) **Use of Loan Proceeds.** The Municipality will apply the proceeds of the Loan as described in *Exhibit D*:

(1) to finance or refinance a portion of the Project Cost; and

(2) where applicable, to reimburse the Municipality for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement by KDHE as a result of contracts entered into on or after to August 6, 1996 and is eligible for such reimbursement pursuant to the Regulations and the Code.

(h) **Project Costs.** The Municipality certifies that the Project Cost descriptions, as listed in *Exhibit D*, are reasonable.

### **Section 3.02. Particular Covenants of the Municipality.**

(a) **Dedicated Source of Revenue for Repayment of the Loan.** The Municipality hereby establishes the Dedicated Source of Revenue described on *Exhibit B* attached hereto, which Dedicated Source of Revenue is hereby pledged to the Loan Repayments, Additional Payments and all other obligations of the Municipality under this Loan Agreement.

(b) **Performance Under Loan Agreement.** The Municipality covenants and agrees in the performance of its obligations under this Loan Agreement:

(1) to comply with all applicable State and federal laws, rules and regulations (including, but not limited to the conditions set forth in *Exhibit C* hereto) as are applicable to this Loan Agreement; and

(2) to cooperate with KDHE in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and KDHE under this Loan Agreement (including, without limitation the requirements contained in *Exhibit C* hereto).

(c) **Completion of Project and Provision of Moneys Therefore.** The Municipality covenants and agrees:

(1) to exercise its best efforts in accordance with prudent utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in *Exhibit C* hereto; and

(2) to provide, from its own financial resources, all moneys, in excess of the total amount of proceeds it receives under the Loan, required to complete the Project.

(d) **Delivery of Documents and Payment of Fees.** Concurrently with the delivery of this Loan Agreement and the closing of the Loan, the Municipality will cause to be delivered to KDHE:

(1) fully executed counterparts of this Loan Agreement;

(2) copies of the ordinance of the governing body of the Municipality authorizing the execution and delivery of this Loan Agreement, certified by an Authorized Municipality Representative, which shall be in substantially the form attached hereto as *Exhibit F* together with an affidavit of publication thereof in the official newspaper of the Municipality;

(3) an opinion of the Municipality's counsel substantially in the form set forth in *Exhibit G* attached hereto;

(4) FIAC, if required by the Secretary, or desired by the Municipality;

(5) such other certificates, documents, opinions and information as KDHE may reasonably require.

(e) ***Operation and Maintenance of System.*** The Municipality covenants and agrees that it shall, in accordance with prudent public water supply utility practice:

(1) at all times operate System in an efficient manner in accordance with applicable laws and regulations;

(2) maintain its System, making all necessary and proper repairs, renewals, replacements, additions, betterments and improvements necessary to maintain its System in good repair, working order and operating condition;

(3) implement any modification of the rates fees and charges for use of the System that comprise the Dedicated Source of Revenues as the Secretary may require to ensure repayment of the Loan in accordance with the provisions of the Loan Act; and

(4) take such other action as the Secretary may require in accordance with powers granted to the Secretary under the Loan Act and the Regulations.

(f) ***Disposition of System.*** The Municipality shall not sell, lease or otherwise transfer ownership of all or substantially all of its System without the consent of the Secretary. The Municipality shall provide the Secretary with ninety (90) days' prior written notice to KDHE of such sale, lease or transfer. No such sale, lease or transfer shall be effective unless compliance is with the provisions of *Section 4.02* hereof, assuming such sale, lease or transfer is deemed to be an assignment for the purposes of such Section. The provisions of this paragraph shall not be construed to prohibit the lease of portions of the System by the Municipality in connection with a lease-purchase transaction to finance improvements to the System; provided that a termination or an event of default by the Municipality under such arrangement shall not have a material adverse effect on the Municipality's Dedicated Source of Revenues.

(g) ***Records and Accounts.***

(1) The Municipality shall keep accurate records and accounts for its System (the "System Records"), separate and distinct from its other records and accounts (the "General Accounts"). Such System Records shall be audited annually by an independent certified public accountant or firm of independent certified public accountants, in accordance with generally accepted auditing standards, if municipal aggregate annual gross receipts are in excess of \$750,000 or if the municipality has outstanding debt in excess of \$750,000. Such audit may be a part of the single agency audit made in accordance with 2 CFR 200 which implements the Single Audit Act. Such System Records and General Accounts shall be made available for inspection by KDHE at any reasonable time, and a copy of the Municipality's annual audit, including all written comments and recommendations of such accountant, shall be furnished to KDHE within 210 days of the close of the Municipal Fiscal Year being so audited. Such audit report shall be prepared in accordance with subsection (g)(2) hereof.

(2) The Municipality shall maintain financial statements in accordance with generally accepted government accounting standards defined in the Government Accounting, Auditing, and Financial Reporting Manual (1994 Ed.), or any revised edition, issued by the Government Finance Officers Association. The financial information shall be prepared in accordance with generally accepted accounting principles (GAAP) for state and local governments.

(h) **Inspections.** The Municipality shall permit the EPA, KDHE and any party designated by KDHE to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, including the System Records and General Accounts, and shall supply such reports and information as the EPA and KDHE may reasonably require in connection therewith.

(i) **Obligation to Provide Information if Notified by KDHE.** The Municipality agrees to provide to KDHE such annual financial information and operating data, together with ongoing notice of the occurrence of any "material event" (defined below), each with respect to the Municipality, as is necessary for KDHE to comply with each Continuing Disclosure Undertaking from time to time in effect. Such information, data and notices pursuant to this section will be required to be provided by the Municipality upon notice from KDHE that the Municipality is a Principal Participating Municipality (which is a borrower for which information and notices are required to be filed pursuant to a Continuing Disclosure Undertaking), as defined in a Continuing Disclosure Undertaking.

**Timing.** Any such financial information and operating data shall be provided by the Municipality to KDHE as soon as practicable after it is available, and any such notice of a material event shall be provided by the Municipality to KDHE promptly following the occurrence of the event. Existing Continuing Disclosure Undertakings require that any such financial information and operating data shall be filed by KDHE within 270 days after the end of the Municipal Fiscal Year, as defined in a Continuing Disclosure Undertaking, and that any such notice of a material event be filed by KDHE within 10 business days of the occurrence of the material event. The timing of such requirements may be different in a future Continuing Disclosure Undertaking, and a request by KDHE to the Municipality pursuant to this section may require that such information be provided to KDHE a reasonable period in advance of the filing dates required by a Continuing Disclosure Undertaking.

**Annual Information.** Any such financial information shall be accompanied by an audit report prepared in accordance with the provisions of subsection (g)(2) hereof, unless such subsection exempts the Municipality from such audit report requirement. The financial information shall be prepared in accordance with GAAP, unless the Municipality has received a waiver from such requirement as permitted by State Law, in which case it shall be prepared on such other basis of accounting that demonstrates compliance with State law. Such requirement for financial information and operating data may be satisfied by submitting the Municipality's comprehensive annual financial report (CAFR) and/or annual report of its System (if System revenues are included in the dedicated source of repayment), unless KDHE notifies the Municipality of the need for additional information. If an audit report is required to be prepared, but is not available within 270 days of the end of the Municipal Fiscal Year, un-audited financial information shall be provided to KDHE pending receipt of the audit report. If the method of preparation and the basis of accounting is changed to a basis less comprehensive than previously described, the Municipality shall provide a specific notice of such change to KDHE when the financial information is provided.

**Event Notices.** For purposes of this section, "material event" shall mean any event with respect to the Municipality (if it is a Principal Participating Municipality) required to be reported by KDHE pursuant to a Continuing Disclosure Undertaking. Upon a determination by KDHE that the Municipality is a Principal Participating Municipality, KDHE will provide instructions to the Municipality identifying such events then required to be reported, and the Municipality agrees to report such events to the extent required by a Continuing Disclosure Undertaking. The existing

Continuing Disclosure Undertakings require reporting by a Principal Participating Municipality of four events, relating generally to (i) bankruptcy or insolvency, (ii) merger, consolidation or acquisition, (iii) incurrence of a financial obligation or debt and (iv) default, acceleration, termination or modification of a financial obligation or debt.

(j) **Insurance.** The Municipality will carry and maintain such reasonable amount of all-risk insurance on all properties and all operations of its System as would be carried by similar municipal operators of Systems, insofar as the properties are of an insurable nature. The Municipality also will carry general liability insurance in amounts not less than the maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, or other similar future law (currently \$500,000 per occurrence).

(k) **Notice of Material Adverse Change.** The Municipality shall promptly notify KDHE of any material adverse change in the activities, prospects or condition (financial or otherwise) of the System, or in the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(l) **Additional Covenants and Requirements.** The parties hereto acknowledge that this Loan Agreement may be assigned or pledged to secure Bonds or other financings of the Authority. Should it be necessary to modify any covenants or obtain or enhance the security of the Bonds or other financings, the parties agree to take all reasonable actions and make reasonable covenants and agreements necessary to accomplish such purpose to the extent permitted by applicable laws. The parties hereto acknowledge that in conjunction with the issuance of or providing security for any Bonds or other financings, KDHE reserves the right to obtain municipal bond insurance or any other form of credit enhancement with respect to this Loan Agreement. The Municipality acknowledges that the decision to obtain any such municipal bond insurance or other credit enhancement shall be at the sole discretion of KDHE and the Authority. The costs of obtaining such credit enhancement and related costs shall be borne by Revolving Fund. The municipality shall cooperate with KDHE, the Authority and any provider of such credit enhancement with respect to furnishing financial information required by *subsections (g) and (i)* of this section, or any other relevant information or operating data of the System reasonably necessary to obtain such credit enhancement or comply with the provisions thereof on an ongoing basis so long as this Loan Agreement is in effect.

## ARTICLE IV

### ASSIGNMENT

**Section 4.01. Assignment and Transfer by KDHE.** The Municipality hereby approves and consents to any assignment or transfer of this Loan Agreement that KDHE deems necessary in connection with the operation and administration of the Revolving Fund. The Municipality hereby specifically approves the assignment and pledging of the Loan Repayments and Additional Payments to the Authority, and the Authority's pledging of all or a portion of the same to the Bonds.

**Section 4.02. Assignment by the Municipality.** This Loan Agreement may not be assigned by the Municipality for any reason, unless the following conditions shall be satisfied:

(a) KDHE and the Authority shall have approved said assignment in writing;

(b) the assignee is a city, county, township, water district, improvement district or other political subdivision of the State or any combination thereof;

(c) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, and obligations under this Loan Agreement; provided, however, such assignment shall not relieve the Municipality of its duties, covenants, and obligations under this Loan Agreement;

(d) the assignment will not adversely impact KDHE's ability to meet its duties, covenants and obligations under the Authority under the Master Indenture, nor may the sale endanger the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and

(e) the Municipality shall, at its expense, provide KDHE and the Authority with an opinion of a qualified attorney that each of the conditions set forth in *subparagraphs (b), (c), and (d)* hereof have been met.

## ARTICLE V

### DEFAULT AND REMEDIES

**Section 5.01. Notice of Default.** If an Event of Default shall occur, the non-defaulting party shall give the party in default and the Authority prompt telephonic notice of the occurrence of such Event of Default, provided the non-defaulting party has knowledge of such Event of Default. Such telephonic notice shall be immediately followed by written notice of such Event of Default given in the manner set forth in *Section 6.01* hereof.

**Section 5.02. Remedies on Default.** Whenever an Event of Default shall have occurred and be continuing, KDHE or the Municipality shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any obligation or agreement of KDHE or the Municipality (including, without limitation, withholding remaining Loan disbursements, cancellation of the Loan Agreement and acceleration of the remaining scheduled principal payments set forth on *Exhibit B*, or such other remedies provided to the Secretary in the Loan Act and the Regulations.

#### **Section 5.03. Expenses.**

(a) Upon the occurrence of an Event of Default on the part of the Municipality, and to the extent permitted by law, the Municipality shall, on demand, pay to KDHE the reasonable fees and expenses incurred by KDHE in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of the Municipality contained herein. Prior to incurring any such expenses, KDHE shall provide written notice to the Municipality that it intends to incur such expenses; provided, however, a failure by KDHE to give such notice shall not affect KDHE's right to receive payment for such expenses. Upon request by the Municipality, KDHE shall provide copies of statements evidencing the fees and expenses for which KDHE is requesting payment.

(b) Upon the occurrence of an Event of Default on the part of KDHE, and to the extent permitted by law and availability of appropriated funds by the Kansas Legislature, KDHE shall, on demand, pay to the Municipality the reasonable fees and expenses incurred by the in Municipality in the enforcement



of performance or observation of any other duties, covenants, obligations or agreements of KDHE contained herein. Prior to incurring any such expenses, the Municipality shall provide written notice to KDHE that it intends to incur such expenses; provided, however, a failure by the Municipality to give such notice shall not affect the Municipality's right to receive payment for such expenses. Upon request by KDHE, the Municipality shall provide copies of statements evidencing the fees and expenses for which the Municipality is requesting payment.

**Section 5.04. Application of Moneys.** Any moneys collected by KDHE pursuant to *Section 5.02* hereof shall be applied: (a) first, to pay interest on the Loan as the same becomes due and payable; (b) second, to pay principal due and payable on the Loan; (c) third, to pay expenses owed by the Municipality pursuant to *Section 5.03* hereof; and (d) fourth, to pay any other amounts due and payable hereunder as such amounts become due and payable.

**Section 5.05. No Remedy Exclusive; Waiver; Notice.** No remedy herein conferred upon or reserved to the Parties hereto is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. The parties hereto, in good faith, shall exercise such remedies with due diligence in a timely manner, however, no delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the parties hereto to exercise any remedy reserved to them in this *Article*, it shall not be necessary to give any notice, other than such notice as may be required in this *Article V*.

**Section 5.06. Retention of Rights.** Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the parties hereto shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the defaulting party at law or in equity, as such party may, in its discretion, deem necessary to enforce the obligations of the defaulting party pursuant to this Loan Agreement.

**Section 5.07. Financial and Management Review.** Upon failure of the Municipality to pay one or more installments of the Loan Repayments in a timely manner, or in the event that the Secretary deems it advisable or necessary, the Secretary, after consultation with the governing body of the Municipality, can require the Municipality to undergo a financial and management operations review or to comply with FIAC if permitted in accordance with *Section 2.07* hereof. The governing body shall correct any deficiencies noted during such review and adopt charges or surcharges as may be required by the Secretary during the term of this Loan Agreement.

## ARTICLE VI

### MISCELLANEOUS

**Section 6.01. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when: (a) hand delivered; (b) mailed by registered or certified United States mail, postage prepaid; or (c) via telefax, with confirmation in the manner set forth in *subsection (b)*, to the parties hereinafter set forth at the following addresses:

- (1) to KDHE:

Department of Health and Environment  
1000 SW Jackson - Suite 420  
Topeka, Kansas 66612  
Attention: Bureau of Water

- (2) with a copy to its General Counsel  
to the Authority:

Kansas Development Finance Authority  
534 S. Kansas Avenue, Suite 800  
Topeka, Kansas 66603  
Attention: President,

with a copy to its General Counsel

- (3) to the Municipality:

at the address set forth on *Exhibit H*.

All notices given by telefax as aforesaid shall be deemed given as of the date of evidence of receipt thereof by the recipient. All notices given by registered or certified mail as aforesaid shall be deemed duly given as of the date they are so deposited in the United States Postal Service, if postage is prepaid. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

**Section 6.02. Binding Effect.** This Loan Agreement shall inure to the benefit of and shall be binding upon KDHE and the Municipality and their respective successors and assigns.

**Section 6.03. Severability.** In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

**Section 6.04. Amendments, Supplements and Modifications.** This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority.

**Section 6.05. Execution in Counterparts.** This Loan Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

**Section 6.06. Governing Law and Regulations.** This Loan Agreement shall be governed by and construed in accordance with the laws of the State, including the Loan Act and the Regulations which Regulations are, by this reference thereto, incorporated herein as a part of this Loan Agreement.

**Section 6.07. Consents and Approvals.** Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Secretary.

**Section 6.08. Further Assurances.** The Municipality shall, at the request of KDHE, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be reasonably necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

SIGNATURE AND SEAL

IN WITNESS WHEREOF, KDHE and the Municipality have caused this Loan Agreement to be executed, sealed and delivered, effective as of the date above first written



**THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT,**  
acting on behalf of THE STATE OF KANSAS

By: Janet Stanek  
Janet Stanek  
Secretary  
Kansas Department of Health and Environment

Date: 8-22-2025

**THE CITY OF CANEY, KANSAS**

(Seal)

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

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

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)  
Title: Clerk

## ***EXHIBIT A***

### **DESCRIPTION OF THE PROJECT**

Construct approximately 14 miles of 8" PVC waterline along with a booster pump station and all necessary appurtenances to connect to the City of Coffeyville.

## **EXHIBIT B**

### **DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE**

#### ***Dedicated Source of Revenue.***

The Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, (c) pay all other amounts due at any time under the Loan Agreement, and (d) pay the principal of and interest on Additional Revenue Obligations as and when the same become due; provided, however, the pledge of the System Revenues contained herein (i) shall be subject to reasonable expenses of operation and maintenance of the System, and (ii) shall be junior and subordinate in all respects to the pledge of System Revenues to any Additional Revenue Obligations. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

#### ***Loan Repayment Schedule.***

The Municipality and KDHE have agreed that interest becoming due semiannually on the Loan during the construction period for the Project may be capitalized and repaid as a part of the Loan. In this regard, KDHE shall give the Municipality written notice of each semiannual installment of interest becoming due during the construction period. At its option, the Municipality may elect to pay such amounts, and if so elected, must pay such amounts within 30 days of receipt of the notice of their becoming due. If the Municipality does not elect to pay such amounts within 30 days of receipt of such notice, the amount then due and owing as semiannual interest on the Loan shall be capitalized and added to the principal amount of the Loan and shall bear interest at the rate of interest set forth in *Section 2.02* hereof.

#### ***Principal Forgiveness***

This loan will be awarded principal forgiveness because the municipality is designated as a Disadvantaged Community by KDHE. The amount of principal forgiveness is estimated on the repayment schedule found on B-2 and will be finalized when the loan agreement is amended to reflect the final costs of the project. The municipality will be responsible for paying interest and service fee costs semiannually for any accrual that is calculated before the principal forgiveness is awarded. The principal forgiveness will be calculated at 50% of the loan amount or \$2,500,000 whichever is less.

KANSAS PUBLIC WATER SUPPLY LOAN FUND

Preliminary Schedule for Construction Loan Agreement  
Amortization of Loan Costs as of 8/11/2025

Project Principal:	7,869,325.00
Interest During Const.:	0.00
Service Fee During Const.:	0.00
Gross Loan Costs:	7,869,325.00
Principal Forgiveness:	2,500,000.00
Net Loan Costs:	5,369,325.00

Prepared for:  
City of Caney, Project No. 3338

Gross Interest Rate Allocation	thru 2/1/2033	after 2/1/2033	Gross Interest Rate:	3.14%
Service Fee Rate:	2.79%	0.35%	First Payment Date:	8/1/2029
Net Loan Interest Rate:	0.35%	2.79%	Number of Payments:	1

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	8/1/2029	5,369,325.00	9,396.32	5,369,325.00	74,902.08	5,453,623.40	0.00
		Totals	9,396.32	5,369,325.00	74,902.08	5,453,623.40	

## *EXHIBIT C*

### **CONDITIONS APPLICABLE TO CONSTRUCTION OF THE PROJECT**

The standard conditions applicable to the Loan are:

- 1) Municipality agrees to expeditiously initiate and complete the Project in accordance with the following schedule:
  - a) Advertisement for bids will not be initiated without written authorization by KDHE.
  - b) Advertising for bids within 30 days of authorization to advertise.
  - c) Bid opening at least 30 days from advertisement for bids.
  - d) Notice of Award will not be issued without written authorization by KDHE.
  - e) Contract award within 60 days of bid opening.
  - f) Issuance of notice to proceed within 30 days of contract award.
  - g) Initiation of operation within 730 days of notice to proceed or no later than September 25, 2028.
  - h) Finalization of construction within 760 days of notice to proceed.
  - i) Project Performance Certification 365 days following Initiation of Operation.

KDHE must be promptly notified of any proposed changes to this schedule.

- 2) Prior to giving a notice to proceed, the Municipality must certify that all easements and rights-of-way necessary to allow construction of the Project have been obtained and comply with the Uniform Relocation Assistance and Real Property Acquisition Policies (40 CFR part 4) (i.e., all real property has been acquired, bonafide options have been taken or formal condemnation proceedings have been initiated for necessary real property).
- 3) A final plan of operations shall be submitted by the Municipality for approval by KDHE at or prior to 50 percent construction completion. The plan of operation must include, but is not limited to, an overall Project completion schedule, annual operating cost projections for a minimum of five years, a description of the financial management system, and the projected revenues to operate and maintain the public water supply system. Revenue projections shall also include the Loan Repayments.
- 4) The final operations and maintenance manual must be submitted to KDHE at or prior to 90 percent construction completion. The operations and maintenance manual must include, but is not limited to, a description of the operation and managerial responsibility, detailed operation and controls, operators and personnel classification and requirements, operational testing, equipment maintenance schedule, operational records, and emergency operating and shut-down procedures.
- 5) The rates and ordinances enacting the System user charges and System use requirements shall be enacted prior to initiation of operation.
- 6) The Municipality agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of this Loan Agreement or the construction contract.



- 7) The Municipality hereby assures that the engineering firm principally responsible for supervising construction and for providing engineering services during construction will continue its relationship with the Municipality for a period of up to one year after initiation of operation of the Project. During this period, the engineering firm shall direct the operation of the Project, train operating personnel and prepare curricula and training material for operating personnel. The following specific requirements apply:
- a) The Municipality agrees the performance standards applicable to the Project are:
    - i) all construction deficiencies have been resolved.
    - ii) all testing requirements of the specifications have been performed and met.
  - b) The final plan of operation and operation and maintenance manual submitted in accordance with *Exhibit C*, Condition No. 3 and 4.
  - c) One year after completion of construction and initial operation of the Project, the Municipality shall certify to KDHE whether or not such Project meets the design specifications and requirements contained in subparagraph a. of this condition. Any statement of non-compliance must be accompanied by a corrective action report containing: an analysis of the cause of the Project's inability to meet performance standards; actions necessary to bring it into compliance, and a reasonably scheduled date for positive certification of the Project. Timely corrective action will be executed by the Municipality.
  - d) Municipality agrees to furnish KDHE with an annual report describing actions taken to date to achieve positive certification, planned future activities, the Project's status and potential for positive certifications.
- 8) In accordance with 2 CFR 200, which implements the Single Audit Act, the Municipality hereby agrees to obtain a single audit from an independent auditor if it expends \$1,000,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish Single Audit Submissions is available on the Federal Audit Clearinghouse Web site: <https://harvester.census.gov/facweb/Default.aspx>. KDHE will identify Federal funds with each disbursement made, the CFDA number is 66.468 for Capitalization Grants for Drinking Water State Revolving Funds, the federal award is from EPA and the federal award ID are 96703003 for \$6,571,325.00, 96704802 for \$298,000.00 and 96703002 for \$1,000,000.00.
- 9) If this Project is for a segment of a total project for the System, KDHE does not assume any obligation, commitment, or responsibility for funding any other anticipated steps, phases, segments or stages or any other improvements to the System not constituting the Project. The Municipality agrees to complete the total System improvements of which this Project is a part in accordance with the schedule presented in *Exhibit C(1)*, regardless of whether KDHE funding is available for the remaining System improvements.
- 10) The Municipality shall obtain any required Corps of Engineers Section 404 and/or Section 10 permit prior to awarding the construction contract.
- 11) The Municipality shall follow applicable state procurement laws and regulations.

12) The Municipality hereby agrees to implement measures to mitigate all known adverse environmental effects of this project. The following mitigative actions are required:

- a) proper grading, drainage and slope protection to eliminate erosion;
- b) riparian habitat will be avoided, and disturbed areas will be reseeded with native plant species;
- c) if any riparian trees are removed they will be replaced by pole plantings or saplings;
- d) directional boring at all stream crossings, where practical, to minimize aquatic habitat impacts;
- e) in the event that construction work uncovers buried archeological artifacts, the Kansas Historical Society should be contacted immediately; and
- f) contacting KCC in the event of unexpected circumstances are encountered during construction such as the discovery of abandoned oil, gas, or exploratory holes.

13) The Municipality agrees and consents to KDHE's authority to monitor and enforce compliance with the mitigative measures identified in paragraph 12 above and the Loan Agreement conditions.

14) The Municipality further agrees that those members of the public who participate in the environmental review process shall have the right to appeal the decisions made within that process. Further, that all such appeals shall be conducted pursuant to the Kansas Administrative Procedures Act (K.S.A. 77-5501, *et seq.*) and the Act for Judicial Review (77-601, *et seq.*).

15) The Municipality agrees to comply with the Kansas Act Against Discrimination, K.S.A. 44-1001, *et seq.* and the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111, *et seq.* as provided by law and to include those provisions in every contract or purchase order relating to the Project so that they are binding upon such subcontractors or vendors.

16) In order to comply with KPWSLF wage rate requirements the Municipality shall,

- a) insert in full in any contract funded by this loan agreement in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, wage rate contract provisions, found in 29 CFR 5.5, as indicated by EPA and US Department of Labor, generally known as Davis Bacon requirements;
- b) while the solicitation remains open, shall monitor [www.sam.gov](http://www.sam.gov) on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The municipality shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Municipality may request a finding from KDHE that there is not reasonable time to notify interested contractors of the modification of the wage determination. KDHE will provide a report of its findings to the Municipality.
- c) incorporate any modifications or supersedes DOL makes to the wage determination contained in the solicitation if the contract is not awarded within 90 days of bid opening. Unless KDHE, at the request of the Municipality, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Municipality shall monitor [www.sam.gov](http://www.sam.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

- d) review all subcontracts subject to Davis-Bacon entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- e) either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order, if the Department of Labor (DOL) issues a revised wage determination applicable to the contract after the award of a contract or the issuance of an ordering instrument due to a DOL determination that the municipality has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. The Municipality's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.
- f) provide written confirmation in a form satisfactory to KDHE indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls;
- g) interview a sufficient number of employees entitled to Davis Bacon Act prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 20 CFR 5.6 (a)(6), all interviews must be conducted in confidence. The Municipality must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of SF 1445 are available from EPA on request;
- h) establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. The municipality shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- i) periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The municipality shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis -Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the municipality must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The municipality must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the municipality shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- j) periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item (h) and (i) above.

- k) must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact Suzanne Hersh at [Hersh.Suzanne@epa.gov](mailto:Hersh.Suzanne@epa.gov) or 202-564-3361; and to the appropriate DOL Wage and Hour District Office listed at [www.dol.gov/whd/america2.htm](http://www.dol.gov/whd/america2.htm).

- 17) The Municipality shall ensure it complies with all applicable requirements of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Section 13 of the Federal Water Pollution Control Act Amendments of 1972. If the municipality contracts, subcontracts, assigns, or transfers any of the work contemplated by this loan agreement to another party, the municipality is responsible for ensuring such contractor, subcontractor, assignee, or transferee also complies with these federal nondiscrimination laws.

Other civil rights laws may impose additional requirements on the Municipality. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

- 18) Municipalities that receive over \$100,000 in KPWSLF funds shall comply with the Anti-Lobbying Act, Title 40 CFR Part 34, and file an Anti-Lobbying Certification form and the Disclosure of Lobbying Activities form to KDHE when required. Furthermore, the Municipality shall require that the language of this certification be included in the award of any contracts funded by this loan.
- 19) The Municipality certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and Subpart C of 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." The Municipality must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and Subpart B of 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient may search for exclusion records at [www.sam.gov](http://www.sam.gov).
- 20) The Municipality hereby agrees to the following Disadvantaged Business Enterprise (DBE) requirements:
- a) Adopt the MBE/WBE Fair Share Objective/Goals established between KDHE and EPA for construction of the project. These goals will be made part of the construction contract specifications.
  - b) Make the good faith efforts to contact DBE firms set out in 40 CFR Section 33.301 whenever procuring construction services for the project.
  - c) Comply with the administrative provisions found in 40 CFR Section 33.302
  - d) If the loan amount is greater than \$250,000, Adopt the bidders list of contractors and subcontractors that have previously bid on KPWSLF projects maintained by KDHE as required by 40 CFR Section 33.501(b).
- 21) The Municipality is prohibited from procuring goods or services from persons who have been convicted of violations of the Clean Air Act or the Clean Water act.
- 22) None of the funds made available by this loan agreement shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and

steel products used in the project are produced in the United States. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

- 23) If project construction activities reveal the presence of lead pipes or lead appurtenances that are being used in the distribution system or used in service line assemblies up to the premise plumbing of the customer, the municipality will either replace the lead infrastructure or document the location of the lead infrastructure component and maintain such documentation for use in planning for a future removal project.
- 24) All of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the Participant has requested and obtained a waiver from the Environmental Protection Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project.
- 25) As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:
  - a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - b) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## **EXHIBIT D**

### **USE OF LOAN PROCEEDS**

The loan proceeds will be utilized to pay the costs of:

#### Project Description

1. Construction: Construct approximately 14 miles of 8" PVC waterline along with a booster pump station and all necessary appurtenances to connect to the City of Coffeyville.
2. Engineering: All actual costs of planning, design and construction engineering, construction inspection, final plan of operation, operation and maintenance manual, user charge and ordinance development, and project performance services.
3. Administration: All reasonable costs of legal and financial administrative support directly provided by the project, costs of interest during construction, emergency costs associated with the project activities during construction, and the costs associated with obtaining the necessary easements for the project.

## ***EXHIBIT E***

### **INSTRUCTIONS FOR REQUESTING DISBURSEMENTS**

1. All payment requests must be filed on the Outlay Report and Request for Disbursement Form and represent the actual completion level of the project at the date the request is prepared.
2. All cost entries must be based upon allowable work in place which is due and payable. This means that you may **not** request payment for:
  - a. Any work or services which have not been explicitly approved by the KDHE in the Loan Agreement or subsequent amendments.
  - b. Any work performed under a change order unless written approval of the change order has been given by the State.
  - c. Any ineligible project costs.
  - d. Any retainage which you are withholding from the construction contractor, engineer, etc.
  - e. Easements acquired through eminent domain are not eligible for funding.
  - f. Costs associated with the approval, preparation, issuance and sale of Bonds, and other costs incidental to normal operating overhead of a Municipality, whether performed by Municipal employees, the engineer, or the attorney.

It is essential that you understand the cost basis of the approved Loan amount. It is, therefore, necessary that you read the Loan Agreement (including all conditions) and its transmittal letter, any Loan amendments and Project correspondence, and that you maintain current and accurate files on all approved change orders. Failure to follow these procedures may result in your requesting and subsequently receiving overpayment of loan funds which later may, in turn, result in substantial inconvenience to you and the Municipality. This could include repayment or crediting to KDHE the interest earned on overpaid funds, and any penalties that can result from this action.

3. Submit an original signature of the form and one set of supporting documentation directly to:

Kansas Department of Health & Environment  
Bureau of Water – SRF Disbursements  
1000 SW Jackson Street - Suite 420  
Topeka, Kansas 66612

You should retain one copy for your records.

**EXHIBIT E - REQUEST FOR DISBURSEMENT FROM KDHE REVOLVING LOAN PROGRAMS**

<b>INDICATE WHICH LOAN PROGRAM THIS REQUEST IS FOR:</b>		<b>KDHE PROJECT NUMBER (REFER TO LOAN AGREEMENT)</b>	
KANSAS WATER POLLUTION CONTROL REVOLVING FUND _____		KWPCRF PROJECT # C20	
KANSAS PUBLIC WATER SUPPLY LOAN FUND _____		KPWSLF PROJECT # _____	
<b>IS THIS THE FINAL DISBURSEMENT REQUEST FOR THIS LOAN?</b>  YES _____ NO _____	<b>RECIPIENT INFORMATION</b>  NAME : _____  ADDRESS or PO box (include City, State, Zip) : _____		
<b>PAYMENT REQUEST NUMBER :</b> _____			
The undersigned hereby requests that the following amounts be disbursed for the following Project Costs as defined in the loan agreement:			
<b>Classification</b>	<b>Invoice amounts (Invoices must be attached)</b>	<b>Invoiced from (list payee(s))</b>	<b>Description</b>
a. Administrative expense (loan admin services, publication fees, attorney fees, etc.)			
b. Engineering services expense			
c. Land, easements (Not allowable under KWPCRF)			
d. Construction Contract Expense			
e. Equipment (by separate KDHE approved contract or procedure)			
f. Miscellaneous cost (not categorized above)			
g. Total of Invoices Submitted (sum of lines a thru f)		<div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
h. Deductions for other sources of funding used (from grants or cash on hand)			
i. Total Disbursement Requested from KDHE * (Line g minus line h)			
CERTIFICATION: I hereby state and certify that: (i) the amounts requested, are or were necessary and appropriate in connection with the purchase, construction and installation of the Project, have been properly incurred and are a proper disbursement of the proceeds of the Loan and that an inspection has been performed and all work is in accordance with the terms of the Loan; have been paid or are justly due as stated above; and have not been the basis of any previous requisition from the proceeds of the Loan; (ii) all representations made in the Agreement remain true as of the date of this request; and (iii) no adverse developments affecting the financial condition of the Recipient or its ability to complete the Project or to repay the Loan have occurred.			
<b>RECIPIENT NAME:</b> _____			
<b>Signature of Authorized Certifying Official</b> _____			
<b>Typed or Printed Name and Title</b> _____			
<b>Date Signed</b> _____	<b>Telephone (Area Code, number &amp; ext.)</b> _____	<b>Email</b> _____	



**EXHIBIT F**

**FORM OF MUNICIPALITY ORDINANCE**

\*\*\*\*\*

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF CANEY, KANSAS  
HELD ON \_\_\_\_\_ [ORDINANCE DATE]**

The Governing Body of the City met in \_\_\_\_\_ [regular/special] session at the usual meeting place in the City, at \_\_\_\_\_ [meeting time], the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\*\*\*\*\*

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF CANEY, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.**

Thereupon, [Council member/Commissioner] \_\_\_\_\_ moved that said Ordinance be passed. The motion was seconded by [Council member/Commissioner] \_\_\_\_\_. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the Governing Body, the vote being as follows:

Yes: \_\_\_\_\_

No: \_\_\_\_\_

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. \_\_\_\_\_ and was signed and approved by the Mayor and attested by the Clerk. The Clerk was directed to publish the Ordinance one time in the official newspaper of the City.

\* \* \* \* \*

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

(SEAL)

\_\_\_\_\_  
Clerk

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF CANEY, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.**

**WHEREAS**, the Safe Drinking Water Act Amendments of 1996 [PL 104-182] to the Safe Drinking Water Act (the "Federal Act") established the Drinking Water Loan Fund to assist public water supply systems in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

**WHEREAS**, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

**WHEREAS**, by passage of the Kansas Public Water Supply Loan Act, K.S.A. 65-163d *et seq.*, as amended (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Public Water Supply Loan Fund (the "Revolving Fund") for purposes of the Federal Act; and

**WHEREAS**, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

**WHEREAS**, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Master Indenture (the "Master Indenture") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public water supply projects (the "Projects") and to pledge the Loan Repayments (as defined in the Master Indenture) received pursuant to such Loan Agreements to the Authority; and

**WHEREAS**, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

**WHEREAS**, the City of Caney, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a water system (the "System"); and

**WHEREAS**, the System is a Public Water Supply System, as said term is defined in the Loan Act;  
and

**WHEREAS**, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

Construct approximately 14 miles of 8" PVC waterline along with a booster pump station and all necessary appurtenances to connect to the City of Coffeyville.

(the "Project"); and

**WHEREAS**, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-15-50 through 28-15-65 (the "Regulations") applicable thereto necessary to qualify for the loan; and

**WHEREAS**, KDHE has informed the Municipality that it has been approved for a loan in amount not to exceed \$7,869,325.00 (the "Loan") in order to finance the Project; and

**WHEREAS**, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement.

**THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CANEY, KANSAS:**

**Section 1. Authorization of Loan Agreement.** The Municipality is hereby authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of August 11, 2025, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Loan Agreement") to finance the Project Costs (as defined in the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the Municipality's legal counsel, the Mayor's execution of the Loan Agreement being conclusive evidence of such approval.

**Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan.** Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues (as defined in the Loan Agreement) sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, (c) pay all other amounts due at any time under the Loan Agreement, and (d) pay the principal of and interest on Additional Revenue Obligations (as defined in the Loan Agreement) as and when the same become due; provided, however, the pledge of the System Revenues contained herein and in the Loan Agreement (i) shall be subject to reasonable expenses of operation and maintenance of the System, and (ii) shall be junior and subordinate in all respects to the pledge of System Revenues to any Additional Revenue Obligations. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement. In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

**Section 3. Further Authority.** The Mayor, Clerk and other City officials and legal counsel 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, and 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 4. Governing Law.** The Ordinance and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

**Section 5. 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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**PASSED** by the governing body of the City on [Ordinance Date] and [signed][and **APPROVED**]  
by the Mayor:

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

[APPROVED AS TO FORM ONLY.

\_\_\_\_\_  
City Attorney

**EXHIBIT G**

**FORM OF OPINION OF MUNICIPALITY'S COUNSEL**

[Date]

Kansas Development Finance Authority  
Topeka, Kansas

The Kansas Department of Health and  
Environment, acting on behalf of  
The State of Kansas  
Topeka, Kansas

Re: Loan Agreement effective as of Le Date, between the Kansas Department of Health and Environment ("KDHE"), acting on behalf of the State of Kansas (the "State"), and the City of Caney, Kansas (the "Municipality")

I have acted as counsel to the Municipality in connection with the authorization, execution and delivery of the above referenced Loan Agreement (the "Loan Agreement"). In my capacity as counsel to the Municipality, I have examined original or certified copies of minutes, ordinances of the Municipality and other documents relating to the authorization of the Project, the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue (as defined in the Loan Agreement) for repayment of the Loan evidenced by the Loan Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement.

In this connection, I have examined the following:

- (a) an executed or certified copy of the Loan Agreement;
- (b) proceedings adopted or taken by the Municipality to authorize and approve the Project to be constructed with the proceeds of the Loan evidenced by the Loan Agreement;
- (c) Ordinance No. \_\_\_\_ of the Municipality (the "Ordinance") adopted on \_\_\_\_\_ [Ordinance Date], and other proceedings of the Municipality taken and adopted in connection with the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue for repayment of the Loan evidenced by the Loan Agreement; and

(d) ~~such other proceedings, documents and instruments as I have deemed necessary or appropriate to the rendering of the opinions expressed herein.~~

In this connection, I have reviewed such documents, and have made such investigations of law, as deemed relevant and necessary as the basis for the opinions hereinafter expressed.

Based upon the foregoing, it is my opinion, as of the date hereof, that:

1. The Municipality is a municipal corporation duly created, organized and existing under the laws of the State.
2. The Municipality operates a Public Water Supply System, as said term is defined in the Loan Act.
3. The Project has been duly authorized by the Municipality.
4. The Municipality has all requisite legal power and authority to, and has been duly authorized under the terms and provisions of the Ordinance to, execute and deliver, and perform its obligations under, the Loan Agreement.
5. The Loan Agreement has been duly authorized, executed and delivered by the Municipality and constitutes a valid and binding agreement of the Municipality enforceable in accordance with its terms, subject as to enforcement of remedies to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted, and subject further to the exercise of judicial discretion in accordance with general principles of equity. In rendering this opinion I have assumed due authorization, execution and delivery of the Loan Agreement by the State, acting by and through KDHE.
6. By adopting the Ordinance, the Municipality has duly authorized the Dedicated Source of Revenue for repayment of the Loan to be made pursuant to the Loan Agreement.
7. To the best of my knowledge, the execution and delivery of the Loan Agreement by the Municipality will not conflict with or result in a breach of any of the terms of, or constitute a default under, any ordinance, indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Municipality is a party or by which it or any of its property is bound or any of the rules or regulations applicable to the Municipality or its property or of any court or other governmental body.

Very truly yours,



***EXHIBIT H***

**MUNICIPALITY'S NOTICE ADDRESS**

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City of Caney  
Attn: City Clerk  
PO Box 129  
Caney, Kansas 67333

**EXHIBIT I**

**FORM OF FINANCIAL INTEGRITY ASSURANCE CONDITIONS**

**Recitals**

A. The Municipality has entered into a certain Loan Agreement (the "Loan Agreement") with KDHE, pursuant to the provisions of K.S.A. 65-165d *et seq.* (the "Loan Act") to finance improvements to the Municipality's public water supply system (the "System"), pursuant to the Program.

B. The Loan Act specifically grants to the Secretary of KDHE (the "Secretary") certain powers and remedies to enforce the Loan Agreement. The Loan Agreement permits the Secretary to require the Municipality to comply with conditions as a means of assisting the Municipality to maintain financial integrity of the System over the term of the Loan Agreement.

C. This conditions set forth KDHE's undertakings with respect to the Municipality, the Municipality's obligations to KDHE to assist in the performance of the Municipality's covenants pursuant to the Loan Agreement.

D. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

**Agreements**

**IN ADDITION TO THE SPECIFIC COVENANTS OF THE MUNICIPALITY CONTAINED IN THE LOAN AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:**

1. **Quarterly Management Report.** The Municipality will complete a quarterly management report of financial information in the form prescribed by KDHE and review the same at the next meeting of the Municipality's governing body after completion of the report. A copy of the report as reviewed and approved by the Municipality's governing body will be retained in the official records of the Municipality and shall also be furnished to KDHE. The initial Quarterly Management Report shall be submitted to KDHE for the first full calendar quarter following execution of the loan agreement.

2. **Inspection of Books and Records.** The Municipality will make available its financial books and records for inspection by a duly authorized representative of KDHE upon reasonable written request of KDHE.

3. ***Annual Budget.*** Not later than the date required by statute, other legal document requirement or 120 days prior to the beginning of the Municipality's fiscal year, whichever is earlier, the Municipality's governing body will adopt a budget of anticipated receipts and expenditures of the System for the ensuing fiscal year. A copy of such adopted System budget will be retained in the official records of the Municipality and a copy shall be furnished to KDHE. The initial budget of the Municipality shall be submitted to KDHE for the fiscal year after the loan agreement is executed.

4. ***Annual Audit.*** If an annual financial audit is required by Section 2-22(k)(1) of the Loan Agreement, no less than 90 days prior to the end of the Municipality's fiscal year, the Municipality shall submit to KDHE a written report stating the identity of the certified public accountant that has been engaged to conduct the audit of the Municipality's financial records for the preceding fiscal year required by the Loan Agreement, and the anticipated date of receipt of the report of such audit. The Municipality shall cause an audit of its financial records, in a form required by the Loan Agreement, to be completed not less than 210 days after the end of each fiscal year or such earlier date as may be required by statute or other legal document requirement, whichever is earlier. The audit must include a calculation of the Debt Service Coverage Ratio in its notes. Copies of such audit report shall be: (a) submitted to the Municipality's governing body for review; (b) retained in the Municipality's official records; and (c) furnished to KDHE. The initial audit of the Municipality shall be submitted for the fiscal year in which the loan agreement was executed.

5. ***Proposed Remediation Plan.*** Within 60 days of receipt of the Municipality's audit report, KDHE shall review the same to determine compliance with the financial covenants contained in the Loan Agreement. If the Municipality is not in compliance with the financial covenants set forth in the Loan Agreement, KDHE will offer rate review services to the municipality. KDHE shall also review the audit and the quarterly management reports required by Section 1 hereof, for developing trends, which, if continued, will result in noncompliance in future years. Within 30 days after receipt of the rate review offered by KDHE, the Municipality's governing body will meet to review such recommendations and will submit to KDHE its written plan for curing the deficiencies and/or implementing the rate review recommendations.

9. ***Term.*** These conditions shall take effect upon signature of the loan agreement or amendment and delivery by the parties hereto, and will remain in effect until all payments to be made by the Municipality under the Loan Agreement have been paid in full.

10. ***Binding Effect; Beneficiaries.*** These conditions shall bind the parties hereto, their respective successors and assigns, and is made for the benefit of KDFA and KDHE, and the parties.

## EXHIBIT J

### FORM OF QUALIFIED USER CERTIFICATE

The undersigned is making the following representations and covenants on behalf of the City of Caney (the "Municipality") in connection with the loan of funds to it (the "Loan") by the Kansas Department of Health and Environment ("KDHE"). The loan between KDHE and the Municipality (the "Loan Agreement") is dated Le Date. The Municipality understands that all or a portion of the proceeds of its Loan may be funded with proceeds of bonds issued by Kansas Development Finance Authority ("KDFA") the interest on which is intended to be exempt from Federal income tax ("Tax-Exempt Bonds"). In the Loan Agreement the Borrower agreed that it would not use any portion of the proceeds of the Loan or the facilities financed with the proceeds of the Loan (the "Financed Facility") in a manner that could cause interest on any of the Tax-Exempt Bonds to become subject to income tax. Each of the following representations and covenants is made for the purpose of satisfying this covenant contained in the Loan Agreement.

1. In addition to the terms defined above, the following capitalized terms have the meaning set out below:

**"Management or Operating Agreement"** means a legal agreement with a Non-Qualified User where the Non-Qualified User provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. However, a contract for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing or similar services) is not a Management or Operating Agreement.

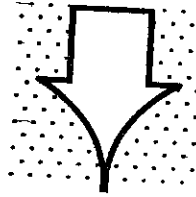
**"Non-Qualified Use"** generally means any use of the Financed Facility in a trade or business carried on by any Non-Qualified User that is different in form or substance to the use made of the Financed Facility by any other member of the general public. The rules set out in United States § 1.141-3 determine whether Bond Proceeds or the Financed Facility are "used" in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

**"Non-Qualified User"** means any person or entity other than a Qualified User.

**"Opinion of Bond Counsel"** means the written opinion of a firm of nationally recognized Bond Counsel acceptable to KDFA to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

**"Qualified User"** means the City, a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

2. The Municipality is the owner of the Financed Facility. As long as any portion of the Loan is unpaid the Municipality will never permit any of the Financed Facility to be used in any Non-Qualified Use without first notifying KDFA and KDHE in writing and obtaining an Opinion of Bond Counsel.



3. None of the proceeds of the Loan will be loaned directly or indirectly to any Non-Qualified User.

4. All costs previously paid by the Borrower that are to be reimbursed from the proceeds of the Loan either (1) were paid by the Borrower not more than 3 years prior to the date reimbursement is requested or (2) were for costs incurred in connection with the planning or design of the project paid prior to the date construction commenced. Loan proceeds will not be available to reimburse outstanding tax-exempt obligations of a political subdivision, except in certain limited circumstances. Should you wish to discuss applicable restrictions, please contact the KDHE Program Administrator.

5. No operating costs or expenses of the Municipality are being paid from the proceeds of the Loan.

6. The Municipality will not enter into any Management or Operating Agreement of the Financed Facility or lease any portion of the Financed Facility to any Non-Qualified User without first (1) notifying KDFA and KDHE in writing and (2) obtaining an Opinion of Bond Counsel.

7. Upon the written request of KDHE or KDFA the Municipality will provide written confirmation of compliance with each of the forgoing certifications and covenants in a form acceptable to KDHE and KDFA.

#### **THE CITY OF CANEY**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## KANSAS PUBLIC WATER SUPPLY LOAN FUND

Estimated Draws - Estimated Interest Rate  
Amortization of Loan Costs as of 9/9/2025

Prepared for:  
City of Caney, Project No. 3338

**MOCK 1 - 20 yr**

Project Principal: 6,869,325.00  
Interest During Const.: 0.00  
Service Fee During Const.: 0.00  
Gross Loan Costs: 6,869,325.00  
Estimated Principal Forgiveness: 2,500,000.00  
Estimated Net Loan Costs: 4,369,325.00

Gross Interest Rate Allocation	thru 2/1/2033	after 2/1/2033
Service Fee Rate:	2.79%	0.35%
Net Loan Interest Rate:	0.35%	2.79%

Gross Interest Rate: 3.14%  
First Payment Date: 8/1/2029  
Number of Payments: 40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	8/1/2029	4,369,325.00	7,646.32	79,328.43	60,952.08	147,926.83	4,289,996.57
2	2/1/2030	4,289,996.57	7,507.49	80,573.89	59,845.45	147,926.83	4,209,422.68
3	8/1/2030	4,209,422.68	7,366.49	81,838.89	58,721.45	147,926.83	4,127,583.79
4	2/1/2031	4,127,583.79	7,223.27	83,123.77	57,579.79	147,926.83	4,044,460.02
5	8/1/2031	4,044,460.02	7,077.81	84,428.80	56,420.22	147,926.83	3,960,031.22
6	2/1/2032	3,960,031.22	6,930.05	85,754.34	55,242.44	147,926.83	3,874,276.88
7	8/1/2032	3,874,276.88	6,779.98	87,100.69	54,046.16	147,926.83	3,787,176.19
8	2/1/2033	3,787,176.19	6,627.56	88,468.16	52,831.11	147,926.83	3,698,708.03
9	8/1/2033	3,698,708.03	51,596.98	89,857.11	6,472.74	147,926.83	3,608,850.92
10	2/1/2034	3,608,850.92	50,343.47	91,267.87	6,315.49	147,926.83	3,517,583.05
11	8/1/2034	3,517,583.05	49,070.28	92,700.78	6,155.77	147,926.83	3,424,882.27
12	2/1/2035	3,424,882.27	47,777.11	94,156.18	5,993.54	147,926.83	3,330,726.09
13	8/1/2035	3,330,726.09	46,463.63	95,634.43	5,828.77	147,926.83	3,235,091.66
14	2/1/2036	3,235,091.66	45,129.53	97,135.89	5,661.41	147,926.83	3,137,955.77
15	8/1/2036	3,137,955.77	43,774.48	98,660.93	5,491.42	147,926.83	3,039,294.84
16	2/1/2037	3,039,294.84	42,398.16	100,209.90	5,318.77	147,926.83	2,939,084.94
17	8/1/2037	2,939,084.94	41,000.23	101,783.20	5,143.40	147,926.83	2,837,301.74
18	2/1/2038	2,837,301.74	39,580.36	103,381.19	4,965.28	147,926.83	2,733,920.55
19	8/1/2038	2,733,920.55	38,138.19	105,004.28	4,784.36	147,926.83	2,628,916.27
20	2/1/2039	2,628,916.27	36,673.38	106,652.85	4,600.60	147,926.83	2,522,263.42
21	8/1/2039	2,522,263.42	35,185.57	108,327.30	4,413.96	147,926.83	2,413,936.12
22	2/1/2040	2,413,936.12	33,674.41	110,028.03	4,224.39	147,926.83	2,303,908.09
23	8/1/2040	2,303,908.09	32,139.52	111,755.47	4,031.84	147,926.83	2,192,152.62
24	2/1/2041	2,192,152.62	30,580.53	113,510.03	3,836.27	147,926.83	2,078,642.59
25	8/1/2041	2,078,642.59	28,997.06	115,292.15	3,637.62	147,926.83	1,963,350.44
26	2/1/2042	1,963,350.44	27,388.74	117,102.23	3,435.86	147,926.83	1,846,248.21
27	8/1/2042	1,846,248.21	25,755.16	118,940.74	3,230.93	147,926.83	1,727,307.47
28	2/1/2043	1,727,307.47	24,095.94	120,808.10	3,022.79	147,926.83	1,606,499.37
29	8/1/2043	1,606,499.37	22,410.67	122,704.79	2,811.37	147,926.83	1,483,794.58
30	2/1/2044	1,483,794.58	20,698.93	124,631.26	2,596.64	147,926.83	1,359,163.32
31	8/1/2044	1,359,163.32	18,960.33	126,587.96	2,378.54	147,926.83	1,232,575.36
32	2/1/2045	1,232,575.36	17,194.43	128,575.39	2,157.01	147,926.83	1,103,999.97
33	8/1/2045	1,103,999.97	15,400.80	130,594.03	1,932.00	147,926.83	973,405.94
34	2/1/2046	973,405.94	13,579.01	132,644.36	1,703.46	147,926.83	840,761.58
35	8/1/2046	840,761.58	11,728.62	134,726.88	1,471.33	147,926.83	706,034.70
36	2/1/2047	706,034.70	9,849.18	136,842.09	1,235.56	147,926.83	569,192.61
37	8/1/2047	569,192.61	7,940.24	138,990.50	996.09	147,926.83	430,202.11
38	2/1/2048	430,202.11	6,001.32	141,172.66	752.85	147,926.83	289,029.45
39	8/1/2048	289,029.45	4,031.96	143,389.07	505.80	147,926.83	145,640.38
40	2/1/2049	145,640.38	2,031.68	145,640.38	254.77	147,926.83	0.00
Totals			976,748.87	4,369,325.00	570,999.33	5,917,073.20	

## KANSAS PUBLIC WATER SUPPLY LOAN FUND

Estimated Draws - Estimated Interest Rate  
Amortization of Loan Costs as of 9/23/2025

Prepared for:  
City of Caney, Project No. 3338

**MOCK 5 - 20 yr**

Project Principal: 6,869,325.00  
Interest During Const.: 0.00  
Service Fee During Const.: 0.00  
Gross Loan Costs: 6,869,325.00  
Estimated Principal Forgiveness: 2,500,000.00  
Estimated Net Loan Costs: 4,369,325.00

Gross Interest Rate Allocation	thru 2/1/2033	after 2/1/2033
Service Fee Rate:	2.79%	0.35%
Net Loan Interest Rate:	0.35%	2.79%

Gross Interest Rate: 3.14%  
First Payment Date: 8/1/2029  
Number of Payments: 40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	8/1/2029	4,369,325.00	7,646.32	100.00	60,952.08	68,698.40	4,369,225.00
2	2/1/2030	4,369,225.00	7,646.14	100.00	60,950.69	68,696.83	4,369,125.00
3	8/1/2030	4,369,125.00	7,645.97	100.00	60,949.29	68,695.26	4,369,025.00
4	2/1/2031	4,369,025.00	7,645.79	100.00	60,947.90	68,693.69	4,368,925.00
5	8/1/2031	4,368,925.00	7,645.62	100.00	60,946.50	68,692.12	4,368,825.00
6	2/1/2032	4,368,825.00	7,645.44	94,606.76	60,945.11	163,197.31	4,274,218.24
7	8/1/2032	4,274,218.24	7,479.88	96,092.09	59,625.34	163,197.31	4,178,126.15
8	2/1/2033	4,178,126.15	7,311.72	97,600.73	58,284.86	163,197.31	4,080,525.42
9	8/1/2033	4,080,525.42	56,923.33	99,133.06	7,140.92	163,197.31	3,981,392.36
10	2/1/2034	3,981,392.36	55,540.42	100,689.45	6,967.44	163,197.31	3,880,702.91
11	8/1/2034	3,880,702.91	54,135.81	102,270.27	6,791.23	163,197.31	3,778,432.64
12	2/1/2035	3,778,432.64	52,709.14	103,875.91	6,612.26	163,197.31	3,674,556.73
13	8/1/2035	3,674,556.73	51,260.07	105,506.77	6,430.47	163,197.31	3,569,049.96
14	2/1/2036	3,569,049.96	49,788.25	107,163.22	6,245.84	163,197.31	3,461,886.74
15	8/1/2036	3,461,886.74	48,293.32	108,845.69	6,058.30	163,197.31	3,353,041.05
16	2/1/2037	3,353,041.05	46,774.92	110,554.57	5,867.82	163,197.31	3,242,486.48
17	8/1/2037	3,242,486.48	45,232.69	112,290.27	5,674.35	163,197.31	3,130,196.21
18	2/1/2038	3,130,196.21	43,666.24	114,053.23	5,477.84	163,197.31	3,016,142.98
19	8/1/2038	3,016,142.98	42,075.19	115,843.87	5,278.25	163,197.31	2,900,299.11
20	2/1/2039	2,900,299.11	40,459.17	117,662.62	5,075.52	163,197.31	2,782,636.49
21	8/1/2039	2,782,636.49	38,817.78	119,509.92	4,869.61	163,197.31	2,663,126.57
22	2/1/2040	2,663,126.57	37,150.62	121,386.22	4,660.47	163,197.31	2,541,740.35
23	8/1/2040	2,541,740.35	35,457.28	123,291.98	4,448.05	163,197.31	2,418,448.37
24	2/1/2041	2,418,448.37	33,737.35	125,227.68	4,232.28	163,197.31	2,293,220.69
25	8/1/2041	2,293,220.69	31,990.43	127,193.74	4,013.14	163,197.31	2,166,026.95
26	2/1/2042	2,166,026.95	30,216.08	129,190.68	3,790.55	163,197.31	2,036,836.27
27	8/1/2042	2,036,836.27	28,413.87	131,218.98	3,564.46	163,197.31	1,905,617.29
28	2/1/2043	1,905,617.29	26,583.36	133,279.12	3,334.83	163,197.31	1,772,338.17
29	8/1/2043	1,772,338.17	24,724.12	135,371.60	3,101.59	163,197.31	1,636,966.57
30	2/1/2044	1,636,966.57	22,835.68	137,496.94	2,864.69	163,197.31	1,499,469.63
31	8/1/2044	1,499,469.63	20,917.60	139,655.64	2,624.07	163,197.31	1,359,813.99
32	2/1/2045	1,359,813.99	18,969.41	141,848.23	2,379.67	163,197.31	1,217,965.76
33	8/1/2045	1,217,965.76	16,990.62	144,075.25	2,131.44	163,197.31	1,073,890.51
34	2/1/2046	1,073,890.51	14,980.77	146,337.23	1,879.31	163,197.31	927,553.28
35	8/1/2046	927,553.28	12,939.37	148,634.72	1,623.22	163,197.31	778,918.56
36	2/1/2047	778,918.56	10,865.91	150,968.29	1,363.11	163,197.31	627,950.27
37	8/1/2047	627,950.27	8,759.91	153,338.49	1,098.91	163,197.31	474,611.78
38	2/1/2048	474,611.78	6,620.83	155,745.91	830.57	163,197.31	318,865.87
39	8/1/2048	318,865.87	4,448.18	158,191.11	558.02	163,197.31	160,674.76
40	2/1/2049	160,674.76	2,241.41	160,674.76	281.14	163,197.31	0.00
Totals			1,075,186.01	4,369,325.00	610,871.14	6,055,382.15	

## KANSAS PUBLIC WATER SUPPLY LOAN FUND

Estimated Draws - Estimated Interest Rate  
Amortization of Loan Costs as of 9/9/2025

Prepared for:  
City of Caney, Project No. 3338

**MOCK 3 - 40 yr**

Project Principal: 6,869,325.00  
Interest During Const.: 0.00  
Service Fee During Const.: 0.00  
Gross Loan Costs: 6,869,325.00  
Estimated Principal Forgiveness: 2,500,000.00  
Estimated Net Loan Costs: 4,369,325.00

Gross Interest Rate Allocation	thru 2/1/2033	after 2/1/2033
Service Fee Rate:	3.84%	0.35%
Net Loan Interest Rate:	0.35%	3.84%

Gross Interest Rate: 4.19%  
First Payment Date: 8/1/2029  
Number of Payments: 80

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	8/1/2029	4,369,325.00	7,646.32	21,526.04	83,891.04	113,063.40	4,347,798.96
2	2/1/2030	4,347,798.96	7,608.65	21,977.01	83,477.74	113,063.40	4,325,821.95
3	8/1/2030	4,325,821.95	7,570.19	22,437.43	83,055.78	113,063.40	4,303,384.52
4	2/1/2031	4,303,384.52	7,530.92	22,907.50	82,624.98	113,063.40	4,280,477.02
5	8/1/2031	4,280,477.02	7,490.83	23,387.41	82,185.16	113,063.40	4,257,089.61
6	2/1/2032	4,257,089.61	7,449.91	23,877.37	81,736.12	113,063.40	4,233,212.24
7	8/1/2032	4,233,212.24	7,408.12	24,377.60	81,277.68	113,063.40	4,208,834.64
8	2/1/2033	4,208,834.64	7,365.46	24,888.31	80,809.63	113,063.40	4,183,946.33
9	8/1/2033	4,183,946.33	80,331.77	25,409.72	7,321.91	113,063.40	4,158,536.61
10	2/1/2034	4,158,536.61	79,843.90	25,942.06	7,277.44	113,063.40	4,132,594.55
11	8/1/2034	4,132,594.55	79,345.82	26,485.54	7,232.04	113,063.40	4,106,109.01
12	2/1/2035	4,106,109.01	78,837.29	27,040.42	7,185.69	113,063.40	4,079,068.59
13	8/1/2035	4,079,068.59	78,318.12	27,606.91	7,138.37	113,063.40	4,051,461.68
14	2/1/2036	4,051,461.68	77,788.06	28,185.28	7,090.06	113,063.40	4,023,276.40
15	8/1/2036	4,023,276.40	77,246.91	28,775.76	7,040.73	113,063.40	3,994,500.64
16	2/1/2037	3,994,500.64	76,694.41	29,378.61	6,990.38	113,063.40	3,965,122.03
17	8/1/2037	3,965,122.03	76,130.34	29,994.10	6,938.96	113,063.40	3,935,127.93
18	2/1/2038	3,935,127.93	75,554.46	30,622.47	6,886.47	113,063.40	3,904,505.46
19	8/1/2038	3,904,505.46	74,966.50	31,264.02	6,832.88	113,063.40	3,873,241.44
20	2/1/2039	3,873,241.44	74,366.24	31,918.99	6,778.17	113,063.40	3,841,322.45
21	8/1/2039	3,841,322.45	73,753.39	32,587.70	6,722.31	113,063.40	3,808,734.75
22	2/1/2040	3,808,734.75	73,127.71	33,270.40	6,665.29	113,063.40	3,775,464.35
23	8/1/2040	3,775,464.35	72,488.92	33,967.42	6,607.06	113,063.40	3,741,496.93
24	2/1/2041	3,741,496.93	71,836.74	34,679.04	6,547.62	113,063.40	3,706,817.89
25	8/1/2041	3,706,817.89	71,170.90	35,405.57	6,486.93	113,063.40	3,671,412.32
26	2/1/2042	3,671,412.32	70,491.12	36,147.31	6,424.97	113,063.40	3,635,265.01
27	8/1/2042	3,635,265.01	69,797.09	36,904.60	6,361.71	113,063.40	3,598,360.41
28	2/1/2043	3,598,360.41	69,088.52	37,677.75	6,297.13	113,063.40	3,560,682.66
29	8/1/2043	3,560,682.66	68,365.11	38,467.10	6,231.19	113,063.40	3,522,215.56
30	2/1/2044	3,522,215.56	67,626.54	39,272.98	6,163.88	113,063.40	3,482,942.58
31	8/1/2044	3,482,942.58	66,872.50	40,095.75	6,095.15	113,063.40	3,442,846.83
32	2/1/2045	3,442,846.83	66,102.66	40,935.76	6,024.98	113,063.40	3,401,911.07
33	8/1/2045	3,401,911.07	65,316.69	41,793.37	5,953.34	113,063.40	3,360,117.70
34	2/1/2046	3,360,117.70	64,514.26	42,668.93	5,880.21	113,063.40	3,317,448.77
35	8/1/2046	3,317,448.77	63,695.02	43,562.84	5,805.54	113,063.40	3,273,885.93
36	2/1/2047	3,273,885.93	62,858.61	44,475.49	5,729.30	113,063.40	3,229,410.44
37	8/1/2047	3,229,410.44	62,004.68	45,407.25	5,651.47	113,063.40	3,184,003.19
38	2/1/2048	3,184,003.19	61,132.86	46,358.53	5,572.01	113,063.40	3,137,644.66
39	8/1/2048	3,137,644.66	60,242.78	47,329.74	5,490.88	113,063.40	3,090,314.92
40	2/1/2049	3,090,314.92	59,334.05	48,321.30	5,408.05	113,063.40	3,041,993.62
41	8/1/2049	3,041,993.62	58,406.28	49,333.63	5,323.49	113,063.40	2,992,659.99
42	2/1/2050	2,992,659.99	57,459.07	50,367.18	5,237.15	113,063.40	2,942,292.81
43	8/1/2050	2,942,292.81	56,492.02	51,422.37	5,149.01	113,063.40	2,890,870.44



Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
44	2/1/2051	2,890,870.44	55,504.71	52,499.67	5,059.02	113,063.40	2,838,370.77
45	8/1/2051	2,838,370.77	54,496.72	53,599.53	4,967.15	113,063.40	2,784,771.24
46	2/1/2052	2,784,771.24	53,467.61	54,722.44	4,873.35	113,063.40	2,730,048.80
47	8/1/2052	2,730,048.80	52,416.94	55,868.87	4,777.59	113,063.40	2,674,179.93
48	2/1/2053	2,674,179.93	51,344.25	57,039.34	4,679.81	113,063.40	2,617,140.59
49	8/1/2053	2,617,140.59	50,249.10	58,234.30	4,580.00	113,063.40	2,558,906.29
50	2/1/2054	2,558,906.29	49,131.00	59,454.31	4,478.09	113,063.40	2,499,451.98
51	8/1/2054	2,499,451.98	47,989.48	60,699.88	4,374.04	113,063.40	2,438,752.10
52	2/1/2055	2,438,752.10	46,824.04	61,971.54	4,267.82	113,063.40	2,376,780.56
53	8/1/2055	2,376,780.56	45,634.19	63,269.84	4,159.37	113,063.40	2,313,510.72
54	2/1/2056	2,313,510.72	44,419.41	64,595.35	4,048.64	113,063.40	2,248,915.37
55	8/1/2056	2,248,915.37	43,179.18	65,948.62	3,935.60	113,063.40	2,182,966.75
56	2/1/2057	2,182,966.75	41,912.96	67,330.25	3,820.19	113,063.40	2,115,636.50
57	8/1/2057	2,115,636.50	40,620.22	68,740.82	3,702.36	113,063.40	2,046,895.68
58	2/1/2058	2,046,895.68	39,300.40	70,180.93	3,582.07	113,063.40	1,976,714.75
59	8/1/2058	1,976,714.75	37,952.92	71,651.23	3,459.25	113,063.40	1,905,063.52
60	2/1/2059	1,905,063.52	36,577.22	73,152.32	3,333.86	113,063.40	1,831,911.20
61	8/1/2059	1,831,911.20	35,172.70	74,684.86	3,205.84	113,063.40	1,757,226.34
62	2/1/2060	1,757,226.34	33,738.75	76,249.50	3,075.15	113,063.40	1,680,976.84
63	8/1/2060	1,680,976.84	32,274.76	77,846.93	2,941.71	113,063.40	1,603,129.91
64	2/1/2061	1,603,129.91	30,780.09	79,477.83	2,805.48	113,063.40	1,523,652.08
65	8/1/2061	1,523,652.08	29,254.12	81,142.89	2,666.39	113,063.40	1,442,509.19
66	2/1/2062	1,442,509.19	27,696.18	82,842.83	2,524.39	113,063.40	1,359,666.36
67	8/1/2062	1,359,666.36	26,105.59	84,578.39	2,379.42	113,063.40	1,275,087.97
68	2/1/2063	1,275,087.97	24,481.69	86,350.31	2,231.40	113,063.40	1,188,737.66
69	8/1/2063	1,188,737.66	22,823.76	88,159.35	2,080.29	113,063.40	1,100,578.31
70	2/1/2064	1,100,578.31	21,131.10	90,006.29	1,926.01	113,063.40	1,010,572.02
71	8/1/2064	1,010,572.02	19,402.98	91,891.92	1,768.50	113,063.40	918,680.10
72	2/1/2065	918,680.10	17,638.66	93,817.05	1,607.69	113,063.40	824,863.05
73	8/1/2065	824,863.05	15,837.37	95,782.52	1,443.51	113,063.40	729,080.53
74	2/1/2066	729,080.53	13,998.35	97,789.16	1,275.89	113,063.40	631,291.37
75	8/1/2066	631,291.37	12,120.79	99,837.85	1,104.76	113,063.40	531,453.52
76	2/1/2067	531,453.52	10,203.91	101,929.45	930.04	113,063.40	429,524.07
77	8/1/2067	429,524.07	8,246.86	104,064.87	751.67	113,063.40	325,459.20
78	2/1/2068	325,459.20	6,248.82	106,245.03	569.55	113,063.40	219,214.17
79	8/1/2068	219,214.17	4,208.91	108,470.87	383.62	113,063.40	110,743.30
80	2/1/2069	110,743.30	2,126.27	110,743.30	193.83	113,063.40	0.00
Totals			3,686,183.75	4,369,325.00	989,563.25	9,045,072.00	

## KANSAS PUBLIC WATER SUPPLY LOAN FUND

Estimated Draws - Estimated Interest Rate  
Amortization of Loan Costs as of 9/10/2025

Prepared for:  
City of Caney, Project No. 3338

**MOCK 4 - 40 yr**

Project Principal: 6,869,325.00  
Interest During Const.: 0.00  
Service Fee During Const.: 0.00  
Gross Loan Costs: 6,869,325.00  
Estimated Principal Forgiveness: 2,500,000.00  
Estimated Net Loan Costs: 4,369,325.00

Gross Interest Rate Allocation	thru 2/1/2033	after 2/1/2033
Service Fee Rate:	3.84%	0.35%
Net Loan Interest Rate:	0.35%	3.84%

Gross Interest Rate: 4.19%  
First Payment Date: 8/1/2029  
Number of Payments: 80

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	8/1/2029	4,369,325.00	7,646.32	100.00	83,891.04	91,637.36	4,369,225.00
2	2/1/2030	4,369,225.00	7,646.14	100.00	83,889.12	91,635.26	4,369,125.00
3	8/1/2030	4,369,125.00	7,645.97	100.00	83,887.20	91,633.17	4,369,025.00
4	2/1/2031	4,369,025.00	7,645.79	100.00	83,885.28	91,631.07	4,368,925.00
5	8/1/2031	4,368,925.00	7,645.62	100.00	83,883.36	91,628.98	4,368,825.00
6	2/1/2032	4,368,825.00	7,645.44	24,504.08	83,881.44	116,030.96	4,344,320.92
7	8/1/2032	4,344,320.92	7,602.56	25,017.44	83,410.96	116,030.96	4,319,303.48
8	2/1/2033	4,319,303.48	7,558.78	25,541.55	82,930.63	116,030.96	4,293,761.93
9	8/1/2033	4,293,761.93	82,440.23	26,076.65	7,514.08	116,030.96	4,267,685.28
10	2/1/2034	4,267,685.28	81,939.56	26,622.95	7,468.45	116,030.96	4,241,062.33
11	8/1/2034	4,241,062.33	81,428.40	27,180.70	7,421.86	116,030.96	4,213,881.63
12	2/1/2035	4,213,881.63	80,906.53	27,750.14	7,374.29	116,030.96	4,186,131.49
13	8/1/2035	4,186,131.49	80,373.72	28,331.51	7,325.73	116,030.96	4,157,799.98
14	2/1/2036	4,157,799.98	79,829.76	28,925.05	7,276.15	116,030.96	4,128,874.93
15	8/1/2036	4,128,874.93	79,274.40	29,531.03	7,225.53	116,030.96	4,099,343.90
16	2/1/2037	4,099,343.90	78,707.40	30,149.71	7,173.85	116,030.96	4,069,194.19
17	8/1/2037	4,069,194.19	78,128.53	30,781.34	7,121.09	116,030.96	4,038,412.85
18	2/1/2038	4,038,412.85	77,537.53	31,426.21	7,067.22	116,030.96	4,006,986.64
19	8/1/2038	4,006,986.64	76,934.14	32,084.59	7,012.23	116,030.96	3,974,902.05
20	2/1/2039	3,974,902.05	76,318.12	32,756.76	6,956.08	116,030.96	3,942,145.29
21	8/1/2039	3,942,145.29	75,689.19	33,443.02	6,898.75	116,030.96	3,908,702.27
22	2/1/2040	3,908,702.27	75,047.08	34,143.65	6,840.23	116,030.96	3,874,558.62
23	8/1/2040	3,874,558.62	74,391.53	34,858.95	6,780.48	116,030.96	3,839,699.67
24	2/1/2041	3,839,699.67	73,722.23	35,589.26	6,719.47	116,030.96	3,804,110.41
25	8/1/2041	3,804,110.41	73,038.92	36,334.85	6,657.19	116,030.96	3,767,775.56
26	2/1/2042	3,767,775.56	72,341.29	37,096.06	6,593.61	116,030.96	3,730,679.50
27	8/1/2042	3,730,679.50	71,629.05	37,873.22	6,528.69	116,030.96	3,692,806.28
28	2/1/2043	3,692,806.28	70,901.88	38,666.67	6,462.41	116,030.96	3,654,139.61
29	8/1/2043	3,654,139.61	70,159.48	39,476.74	6,394.74	116,030.96	3,614,662.87
30	2/1/2044	3,614,662.87	69,401.53	40,303.77	6,325.66	116,030.96	3,574,359.10
31	8/1/2044	3,574,359.10	68,627.69	41,148.14	6,255.13	116,030.96	3,533,210.96
32	2/1/2045	3,533,210.96	67,837.65	42,010.19	6,183.12	116,030.96	3,491,200.77
33	8/1/2045	3,491,200.77	67,031.05	42,890.31	6,109.60	116,030.96	3,448,310.46
34	2/1/2046	3,448,310.46	66,207.56	43,788.86	6,034.54	116,030.96	3,404,521.60
35	8/1/2046	3,404,521.60	65,366.81	44,706.24	5,957.91	116,030.96	3,359,815.36
36	2/1/2047	3,359,815.36	64,508.45	45,642.83	5,879.68	116,030.96	3,314,172.53
37	8/1/2047	3,314,172.53	63,632.11	46,599.05	5,799.80	116,030.96	3,267,573.48
38	2/1/2048	3,267,573.48	62,737.41	47,575.30	5,718.25	116,030.96	3,219,998.18
39	8/1/2048	3,219,998.18	61,823.97	48,571.99	5,635.00	116,030.96	3,171,426.19
40	2/1/2049	3,171,426.19	60,891.38	49,589.58	5,550.00	116,030.96	3,121,836.61
41	8/1/2049	3,121,836.61	59,939.26	50,628.49	5,463.21	116,030.96	3,071,208.12
42	2/1/2050	3,071,208.12	58,967.20	51,689.15	5,374.61	116,030.96	3,019,518.97
43	8/1/2050	3,019,518.97	57,974.76	52,772.04	5,284.16	116,030.96	2,966,746.93

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
44	2/1/2051	2,966,746.93	56,961.54	53,877.61	5,191.81	116,030.96	2,912,869.32
45	8/1/2051	2,912,869.32	55,927.09	55,006.35	5,097.52	116,030.96	2,857,862.97
46	2/1/2052	2,857,862.97	54,870.97	56,158.73	5,001.26	116,030.96	2,801,704.24
47	8/1/2052	2,801,704.24	53,792.72	57,335.26	4,902.98	116,030.96	2,744,368.98
48	2/1/2053	2,744,368.98	52,691.88	58,536.43	4,802.65	116,030.96	2,685,832.55
49	8/1/2053	2,685,832.55	51,567.98	59,762.77	4,700.21	116,030.96	2,626,069.78
50	2/1/2054	2,626,069.78	50,420.54	61,014.80	4,595.62	116,030.96	2,565,054.98
51	8/1/2054	2,565,054.98	49,249.06	62,293.05	4,488.85	116,030.96	2,502,761.93
52	2/1/2055	2,502,761.93	48,053.03	63,598.10	4,379.83	116,030.96	2,439,163.83
53	8/1/2055	2,439,163.83	46,831.95	64,930.47	4,268.54	116,030.96	2,374,233.36
54	2/1/2056	2,374,233.36	45,585.28	66,290.77	4,154.91	116,030.96	2,307,942.59
55	8/1/2056	2,307,942.59	44,312.50	67,679.56	4,038.90	116,030.96	2,240,263.03
56	2/1/2057	2,240,263.03	43,013.05	69,097.45	3,920.46	116,030.96	2,171,165.58
57	8/1/2057	2,171,165.58	41,686.38	70,545.04	3,799.54	116,030.96	2,100,620.54
58	2/1/2058	2,100,620.54	40,331.91	72,022.96	3,676.09	116,030.96	2,028,597.58
59	8/1/2058	2,028,597.58	38,949.07	73,531.84	3,550.05	116,030.96	1,955,065.74
60	2/1/2059	1,955,065.74	37,537.26	75,072.33	3,421.37	116,030.96	1,879,993.41
61	8/1/2059	1,879,993.41	36,095.87	76,645.10	3,289.99	116,030.96	1,803,348.31
62	2/1/2060	1,803,348.31	34,624.29	78,250.81	3,155.86	116,030.96	1,725,097.50
63	8/1/2060	1,725,097.50	33,121.87	79,890.17	3,018.92	116,030.96	1,645,207.33
64	2/1/2061	1,645,207.33	31,587.98	81,563.87	2,879.11	116,030.96	1,563,643.46
65	8/1/2061	1,563,643.46	30,021.95	83,272.63	2,736.38	116,030.96	1,480,370.83
66	2/1/2062	1,480,370.83	28,423.12	85,017.19	2,590.65	116,030.96	1,395,353.64
67	8/1/2062	1,395,353.64	26,790.79	86,798.30	2,441.87	116,030.96	1,308,555.34
68	2/1/2063	1,308,555.34	25,124.26	88,616.73	2,289.97	116,030.96	1,219,938.61
69	8/1/2063	1,219,938.61	23,422.82	90,473.25	2,134.89	116,030.96	1,129,465.36
70	2/1/2064	1,129,465.36	21,685.73	92,368.67	1,976.56	116,030.96	1,037,096.69
71	8/1/2064	1,037,096.69	19,912.26	94,303.78	1,814.92	116,030.96	942,792.91
72	2/1/2065	942,792.91	18,101.62	96,279.45	1,649.89	116,030.96	846,513.46
73	8/1/2065	846,513.46	16,253.06	98,296.50	1,481.40	116,030.96	748,216.96
74	2/1/2066	748,216.96	14,365.77	100,355.81	1,309.38	116,030.96	647,861.15
75	8/1/2066	647,861.15	12,438.93	102,458.27	1,133.76	116,030.96	545,402.88
76	2/1/2067	545,402.88	10,471.74	104,604.76	954.46	116,030.96	440,798.12
77	8/1/2067	440,798.12	8,463.32	106,796.24	771.40	116,030.96	334,001.88
78	2/1/2068	334,001.88	6,412.84	109,033.62	584.50	116,030.96	224,968.26
79	8/1/2068	224,968.26	4,319.39	111,317.88	393.69	116,030.96	113,650.38
80	2/1/2069	113,650.38	2,182.09	113,650.38	198.49	116,030.96	0.00
Totals			3,782,324.33	4,369,325.00	1,008,838.51	9,160,487.84	

Fund #	Fund Name	-----	Beg Cash	QTD Rev	QTD Exp	Payables	Ending Cash
01	-GENERAL FUND		775,768.47	356,302.97	537,361.07	-135,251.88	459,458.49
02	-VEHICLE IDENTIFICATION		9,414.67	121.02	0.00	0.00	9,535.69
03	-CEMETERY FUND		4,667.13	0.00	0.00	0.00	4,667.13
04	-TOURISM FUND (HOTEL TAX)		35,125.94	0.00	0.00	0.00	35,125.94
05	-LIBRARY FUND		61,319.65	0.00	26,319.62	0.00	35,000.03
06	-WATER SYSTEM CAP IMPROV		0.00	0.00	0.00	0.00	0.00
07	-COVID-19 EXPENSES		3,000.00	0.00	0.00	0.00	3,000.00
08	-GROCERY STORE FUND		4,499.39	271,164.58	349,115.66	77,117.55	3,665.86
09	-INDUSTRIAL FUND		7,311.79	-35,125.94	2,625.00	35,000.00	4,560.85
10	-WATER UTILITY FUND		149,104.00	169,306.80	73,702.91	-2,341.81	242,366.08
11	-METER FUND		0.00	0.00	0.00	0.00	0.00
12	-CDBG-CV GRANT		0.00	0.00	0.00	0.00	0.00
14	-STRT.&WAT.SEW.EQP.&MAINT.		0.00	0.00	0.00	0.00	0.00
15	-COMPLEX CONST & LOAN FD		0.00	0.00	0.00	0.00	0.00
16	-WATER IMPOUNDMENT		0.00	0.00	0.00	0.00	0.00
17	-WAT.PLT.MEMB.FILTER REP.		30,402.68	3,959.46	0.00	0.00	34,362.14
18	-SP LAW ENFORCEMENT TRUST		2,138.24	0.00	0.00	0.00	2,138.24
19	-GASOLINE TAX HIGHWAY		93,306.49	0.00	3,612.88	-6,675.68	83,017.93
20	-POLICE/FIRE/AMBULANCE		40,871.61	0.00	34,752.82	0.00	6,118.79
26	-TRASH FUND		112,098.16	63,711.04	65,964.44	-6,221.74	103,623.02
27	-FIRE DEPARTMENT CAP OUTLY		0.00	0.00	0.00	0.00	0.00
28	-DEBT SER.ACT2005 ABC STAX		0.00	0.00	0.00	0.00	0.00
29	-BONDS - DEBT SERVICE		182,924.09	0.00	80,725.25	0.00	102,198.84
30	-WATER PLANT IMP.2007-08		0.00	0.00	0.00	0.00	0.00
35	-LAND BANK		12,500.00	0.00	0.00	0.00	12,500.00
40	-PRINCIPAL & INT.1994/2002		0.00	0.00	0.00	0.00	0.00
41	-BOND RE SER. A1994/2002		0.00	0.00	0.00	0.00	0.00
42	-AMERICAN RESCUE PLAN		64,766.71	8,000.00	39,000.00	0.00	33,766.71
43	-GRANT FUNDS		41,598.87	12,563.89	77,240.25	24,000.00	922.51
60	-CAPITAL PROJECT WATER SYS		0.00	0.00	0.00	0.00	0.00
70	-PRIN & INT 94 B/2205/RES		0.00	0.00	0.00	0.00	0.00
71	-WASTEWATER IMPROV. PROJ.		0.00	0.00	0.00	0.00	0.00

72	-SEW. LINE IMP.05-06-07-08	0.00	0.00	0.00	0.00	0.00
73	-PHASE II WASTEWATER SYSTM	22,849.27	59,400.00	0.00	0.00	82,249.27
80	-EMPLOYEE BENEFITS	82,856.56	0.00	145,451.89	63,324.32	728.99
81	-CAPITAL PROJECT	0.00	0.00	0.00	0.00	0.00
83	-FIRE TRUST & AGENCY FUND	0.00	0.00	0.00	0.00	0.00
85	-EQUIPMENT FUND	38,934.83	1,837.24	0.00	0.00	40,772.07
86	-GROCERY STORE/PRIN & INT	0.00	0.00	0.00	0.00	0.00
87	-EQUIPMENT POLICE FUND	0.00	0.00	0.00	0.00	0.00
88	-NEW LIBRARY BUILDING	0.00	0.00	0.00	0.00	0.00
90	-CDBG 88BF213 REVOLVE LOAN	0.00	0.00	0.00	0.00	0.00
91	-SEWER/GTANT1999/PRIN.INT	0.00	0.00	0.00	0.00	0.00
92	-WWTP SMALL ASSET RESERVE	51,003.34	1,863.37	0.00	0.00	52,866.71
93	-SEWER SYSTEM OPR MT RPL	0.00	0.00	0.00	0.00	0.00
94	-SEWER FUND	322,644.11	129,939.42	83,137.85	3,882.14	373,327.82
95	-SPECIAL PARK REC/POOL	12,469.21	0.00	0.00	0.00	12,469.21
96	-SOLID WASTE RESERVE	0.00	0.00	0.00	0.00	0.00
97	-NORTHEND INTERCEPTOR PROJ	0.00	0.00	0.00	0.00	0.00
98	-STREET (SALES TAX 93-98)	356,147.90	0.00	0.00	0.00	356,147.90

2,517,723.11      1,043,043.85    1,519,009.64      52,832.90    2,094,590.22

2,094,590.22

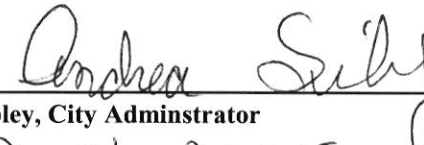
\$0.00

<b>Bank Accounts</b>	
Checking - Operations	\$149,499.72
Money Market Account	\$100,335.38
Investment acc 14-2005-43-8	\$1,857,502.57
Investment acc 14-1043-84-4	\$177,278.74
Outstanding Deposits	\$4,212.84
Outstanding Checks	\$194,239.03
Adjustments	\$0.00
Pending Wages	\$0.00
Ending Balance	\$2,094,590.22

State of Kansas

Montgomery County

I Andrea Sibley, believe this to be a true and accurate report.

  
 Andrea Sibley, City Administrator  
 12-01-2025

# Caney Police Department

## Patrol Vehicle Lease Packet

For Caney City Council

12/01/2025





## **Caney Police Department**

**Caney, Montgomery County, Kansas**

**100 W. 4<sup>th</sup> Ave  
Caney, KS 67333**

**Phone: (620) 879-2141  
Fax: (620) 879-9808**

**Chief of Police --- Ike Dye  
Asst. Chief --- Jason Goza**



### **Lease Acceptance for Caney PD Vehicles**

**Project:** Lease Agreement for Five New Caney Police Department Patrol Vehicles

**Prepared by:** Chief Ike Dye

**Date:** 12/01/2025

#### **Purpose**

To request City Council approval to enter into a five-year lease agreement for five new patrol vehicles for the Caney Police Department.

#### **Background**

The Caney Police Department fleet has deteriorated over several years due to age, mileage, and costly maintenance issues. Repairs have become frequent and expensive, consuming a disproportionate amount of the CPD budget. This prevents funds from being directed to other critical operational needs and hinders department efficiency and reliability.

To address these issues, CPD issued a formal bid packet to four vendors requesting detailed proposals for leasing and outfitting new patrol vehicles.

#### **Vendors Solicited**

- Community Leasing Partners (Junction City, KS)
- Landmark Dodge / Capital Fleet Solutions LLC (Independence, MO)
- Romans Chevrolet
- Victory Auto Group

Each vendor was required to provide:

- Vehicle specifications
- Total cost including outfitting and delivery

- Warranty information
- Delivery estimates
- Vendor contact details

## **Bid Review Summary**

### **1. Community Leasing Partners – *Recommended***

- \$56,000 down; \$54,282.36 annual (starting 2027)
- 5.44% interest; 5-year lease
- Payments deferred until January 2027
- First-year costs fully funded through CPD Capital Outlay (no General Fund impact)
- Identical vehicle fleet, including K9 unit
- Complete upfitting breakdown, decals, radio and vehicles delivered patrol-ready

### **2. Landmark Dodge / Capital Fleet Solutions LLC**

- \$56,000 down; \$52,355.82 annually (starting 2027)
- 6.39% interest; 5-year lease
- First-year costs covered by CPD Capital Outlay
- Vehicles will NOT match and upfitting details are incomplete

### **3 & 4. Romans Chevrolet / Victory Auto Group**

- Responses incomplete or lacking required elements

## **Financial Impact**

The down payment and the annual payments are fully covered in Caney PD's Capital Outlay Budget Line (**\$55,000**). No General Fund contribution is needed.

## **Recommendation**

Approve a five-year lease agreement with **Community Leasing Partners** for five fully outfitted patrol vehicles, including one K9 unit.



## Costly Maintenance on Current Patrol Vehicles – 2024 Summary

The 2024 maintenance records for the current patrol fleet show significant and increasing costs associated with aging vehicles. Several units have exceeded their annual maintenance budgets, resulting in negative balances and demonstrating the financial strain of keeping older patrol vehicles operational.

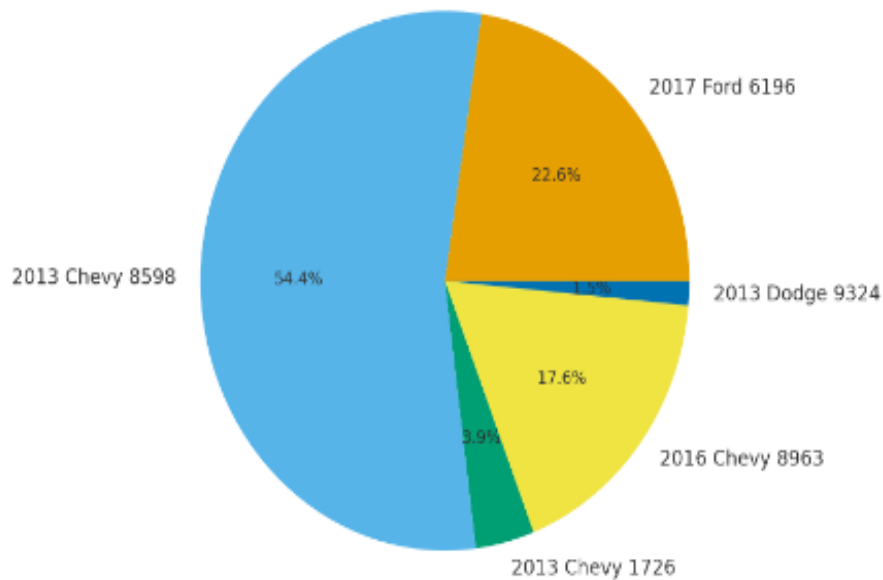
### Vehicles with Over-Budget Maintenance Costs:

- **2017 Ford (6196)** – Exceeded budget by **\$813.89**
- **2013 Chevy (8598)** – Exceeded budget by **\$1,959.48**
- **2013 Chevy (1726)** – Exceeded budget by **\$139.59**
- **2016 Chevy (8963)** – Exceeded budget by **\$635.09**
- **2013 Dodge (9324)** – Over budget by **\$52.35**

### Vehicles Nearing Budget Limits:

- **2011 Chevy (6018)** – Only **\$126.75** remains under budget
- **2016 Ford (4743)** – **\$838.51** under budget
- **2016 Ford (2113)** – **\$529.61** under budget

2024 Patrol Vehicles – Maintenance Overspending Breakdown





Phone: 888.777.7850  
Fax: 888.777.7875  
Cell: 785.513.3154  
215 S. Sixth Child Road  
Manhattan, KS 66502  
www.clpusa.net

November 11, 2025

**Customer Name:** Caney, KS

Equipment: Five Dodge Durango Police Vehicles  
Sales Representative: Brian Wyatt @ SVS  
Delivery: TBD

Community Leasing Partners, a Division of **Community First National Bank**, is pleased to present the following financing options for your review and consideration.

**Option 1**

Total Cost:	\$ 288,157.51	Payment Frequency:	Annual
Down Payment:	\$ 28,000.00	First Payment:	One year from closing
Prepayment Discount:	\$ -		
Amount Financed:	<u>\$ 260,157.51</u>		
Term in Years:	<u>3</u>	<u>4</u>	<u>5</u>
Payment:	\$96,327.91	\$74,125.67	\$60,829.23
Factor:	0.370268	0.284926	0.233817
Interest Rate:	5.44%	5.44%	5.44%

**Option 2**

Total Cost:	\$ 288,157.51	Payment Frequency:	Annual
Down Payment:	\$ 56,000.00	First Payment:	One year from closing
Prepayment Discount:	\$ -		
Amount Financed:	<u>\$ 232,157.51</u>		
Term in Years:	<u>3</u>	<u>4</u>	<u>5</u>
Payment:	\$85,960.42	\$66,147.74	\$54,282.36
Factor:	0.370268	0.284926	0.233817
Interest Rate:	5.44%	5.44%	5.44%

**• THERE ARE NO DOCUMENTATION OR CLOSING FEES ASSOCIATED WITH THIS PROPOSAL.**

- The quoted interest rate is valid for 10-days from the date of the proposal. To lock in the interest rate, a credit submission would be required, and a credit approval attained within the same 10-day period. This financing is to be executed & funded within 30 days of the date of the proposal or Lessor reserves the right to adjust the interest rate. The proposal is subject to credit review and approval and mutually acceptable documentation.
- This proposal has been prepared assuming the lessee is bank qualified and that the proposed lease qualifies for Federal Income Tax Exempt Status for the Lessor under Section 103 of the IRS Code.

**Thank you** for allowing Community Leasing Partners the opportunity to provide this proposal. If you have any questions regarding the options presented, need additional options, or would like to proceed with a financing, please contact me at 888.777.7850.

Respectively,

Blake J. Kaus  
Vice President & Director of Leasing  
blakekaus@clpusa.net



**Specialty Vehicle Source**  
 705 East 8th Street  
 Junction City, KS 66441  
 (785) 477-8370  
 brian@svsks.com  
 www.svsks.com

## Estimate #1719

Created: 11/04/2025 at 10:59PM  
 Payment Term: On Receipt  
 Service Writer: Brian Wyatt

<b>CPD Patrol Car #4</b>			
<b>Pursuit</b>			
<i>Havis Vehicle-Specific 23" Console For 2021-2022 Dodge Durango Pursuit</i>			
Part: Havis double cup holder, self-adjusting <i>Havis double cup holder, self-adjusting</i>	\$67.20	1	\$67.20
Part: Havis 3" Accessory Pocket, 2.5" Deep	\$56.00	1	\$56.00
Part: SoundOff Signal bluePRINT® 500 Series Remote Control System with Knob Control, 10-16v - 200 watt dual-tone	\$1,019.10	1	\$1,019.10
Part: Soundoff Signal 100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt Part #: ETSS100J	\$198.45	2	\$396.90
Part: SoundOff Signal bluePRINT Link® Micro Kit, includes Module & Vehicle Harness for Dodge Charger 2015-2023 & Durango 2018-2023 Part #: ENGLMK002	\$344.40	1	\$344.40
Part: SoundOff Signal bluePRINT® Remote Node with Magnetic ID Part #: ENGND04102	\$213.75	1	\$213.75
Part: SoundOff Signal Intersector Surface Mount Light, Red/Blue/White, will turn solid white for alley lighting Part #: ENT3B3RBW 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White	\$215.95	2	\$431.90
Part: SoundOff Signal Under Mirror Mount Bracket Kit for installation on 2014 - 2022 Dodge Ram 1500 Classic, for use with Intersector Surface Mount & mpower® 3 and 4 inch Stud & Quick Mounts, Driver Side	\$38.50	2	\$77.00
Part: mpower® Fascia 4x2 Light w/ Stud Mount, 18" 5-wire w/ sync option & 1.5 Pigtail, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 24 LED, Dual Color - Red/Blue, inside sealed shroud at each rear cargo side window glass	\$185.71	2	\$371.42
Part: Window Shroud Kit for 4x2 Light	\$21.28	2	\$42.56
Part: SoundOff Signal mpower® 4" Fascia Light w/ Quick Mount RBW,  2 on front of pushbumper, one on each side of pushbumper, 1 on each lower corner of pushbumper, 2 at rear license plate, 2 at rear bumper, 2 under hatch when open, all can turn solid white for scene lighting in their respective zones Part #: EMPS2QMS5RBW 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White	\$146.20	12	\$1,754.40
Part: Soundoff Signal Nforce interior front visor lightbar, 8 head, split housing, w/ brackets, full dual color RW/BW, takedowns, and full white flood	\$1,001.30	1	\$1,001.30
Part: Nforce interior rear visor lightbar, 6 head, one-piece housing, dual color RA/BA, including amber traffic advisor	\$858.75	1	\$858.75
Part: Littelfuse 880028, ST ATO® Fuse Block with Ground Bus, 12-way,	\$115.02	1	\$115.02



**Specialty Vehicle Source**  
 705 East 8th Street  
 Junction City, KS 66441  
 (785) 477-8370  
 brian@svsks.com  
 www.svsks.com

## Estimate #1719

Created: 11/04/2025 at 10:59PM  
 Payment Term: On Receipt  
 Service Writer: Brian Wyatt

**Nigel Flenar**

Mobile: (219) 712-5766  
 nflenar@cityofcaney.org

CPD Patrol Car #1				
Description	Price	QTY	HRS	Subtotal
Part: 2026 Dodge Durango Pursuit, V6 AWD Destroyer Gray	\$41,300.00	1		\$41,300.00
Part: Thunderstruck TVI grille guard w/ wrap arounds, law enforcement, 2021+ Dodge Durango Part #: DDR21-100TVI Thunderstruck TVI grille guard w/ wrap arounds, law enforcement, 2021+ Dodge Durango	\$1,316.25	1		\$1,316.25
Part: Custom Cage 1/3 rear seat single prisoner system with red/white compartment light	\$1,625.00	1		\$1,625.00
Part: Vertical partition mount dual gun rack, w/ universal electronic latching locks on timer	\$599.00	1		\$599.00
Part: Havis Vehicle-Specific 23" Console For 2021-2022 Dodge Durango Pursuit Havis Vehicle-Specific 23" Console For 2021-2022 Dodge Durango Pursuit	\$417.00	1		\$417.00
Part: Havis double cup holder, self-adjusting Havis double cup holder, self-adjusting	\$67.20	1		\$67.20
Part: Havis 3" Accessory Pocket, 2.5" Deep	\$56.00	1		\$56.00
Part: SoundOff Signal bluePRINT® 500 Series Remote Control System with Knob Control, 10-16v - 200 watt dual-tone	\$1,019.10	1		\$1,019.10
Part: Soundoff Signal 100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt Part #: ETSS100J	\$198.45	2		\$396.90
Part: SoundOff Signal bluePRINT Link® Micro Kit, includes Module & Vehicle Harness for Dodge Charger 2015-2023 & Durango 2018-2023 Part #: ENGLMK002	\$344.40	1		\$344.40
Part: SoundOff Signal bluePRINT® Remote Node with Magnetic ID Part #: ENGND04102	\$213.75	1		\$213.75
Part: SoundOff Signal Intersector Surface Mount Light, Red/Blue/White, will turn solid white for alley lighting Part #: ENT3B3RBW 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White	\$215.95	2		\$431.90
Part: SoundOff Signal Under Mirror Mount Bracket Kit for installation on 2014 - 2022 Dodge Ram 1500 Classic, for use with Intersector Surface Mount & mpower® 3 and 4 inch Stud & Quick Mounts, Driver Side	\$38.50	2		\$77.00
Part: mpower® Fascia 4x2 Light w/ Stud Mount, 18" 5-wire w/ sync option & 1.5 Pigtail, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 24 LED, Dual Color - Red/Blue, inside sealed shroud at each rear cargo	\$185.71	2		\$371.42



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## Estimate #1719

Created: 11/04/2025 at 10:59PM  
Payment Term: On Receipt  
Service Writer: Brian Wyatt

<b>CPD Patrol Car #1</b>			
side window glass			
Part: Window Shroud Kit for 4x2 Light	\$21.28	2	\$42.56
Part: SoundOff Signal mpower® 4" Fascia Light w/ Quick Mount RBW,	\$146.20	12	\$1,754.40
2 on front of pushbumper, one on each side of pushbumper, 1 on each lower corner of pushbumper, 2 at rear license plate, 2 at rear bumper, 2 under hatch when open, all can turn solid white for scene lighting in their respective zones			
Part #: EMPS2QMS5RBW 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White			
Part: Soundoff Signal Nforce interior front visor lightbar, 8 head, split housing, w/ brackets, full dual color RW/BW, takedowns, and full white flood	\$1,001.30	1	\$1,001.30
Part: Nforce interior rear visor lightbar, 6 head, one-piece housing, dual color RA/BA, including amber traffic advisor	\$858.75	1	\$858.75
Part: Littelfuse 880028, ST ATO® Fuse Block with Ground Bus, 12-way, 100A, 32VDC Part #: 880028 Littelfuse 880028, ST ATO® Fuse Block with Ground Bus, 12-way, 100A, 32VDC	\$115.02	1	\$115.02
Part: Picker PC775-1A-12C-D-X Power Relay, 12VDC, SPST, 75A, Dual Contact with Diode	\$42.47	1	\$42.47
Part: Mechanical Products 175-S3-150-2 Surface Mount Circuit Breaker, Push/Trip Reset, 3/8" Stud, 150A	\$54.40	1	\$54.40
Part: Motorola Solutions 3 dB Stubby Antenna With 17-ft. Cable and Mini UHF Connector	\$75.20	1	\$75.20
Part: Stalker Radar 8' antenna cable, IP67 Part #: 155-2591-08	\$112.32	1	\$112.32
Part: Stalker Radar 16' antenna cable, IP67 Part #: 155-2591-16	\$210.00	1	\$210.00
Part: Stalker Radar VSS Cable kit Part #: 200-0622-00	\$151.20	1	\$151.20
Part: Vehicle vinyl graphics set, non reflective, laminated * exact cost TBD based on final design approval	\$750.00	1	\$750.00
Labor: Installation labor		20	\$3,000.00
All items above Customer supplied radio, radar, video			
Fee: One-time graphic design setup fee			\$399.00
Shop Supplies: \$199.00			Total: \$57,000.54

**CPD Patrol Car #2**



Specialty Vehicle Source  
705 East 8th Street  
Junction City, KS 66441  
(785) 477-8370  
brian@svsks.com  
www.svsks.com

## Estimate #1719

Created: 11/04/2025 at 10:59PM  
Payment Term: On Receipt  
Service Writer: Brian Wyatt

CPD Patrol Car #2				
Description	Price	QTY	HRS	Subtotal
Part: 2026 Dodge Durango Pursuit, V6 AWD Destroyer Gray	\$41,300.00	1		\$41,300.00
Part: Thunderstruck TVI grille guard w/ wrap arounds, law enforcement, 2021+ Dodge Durango Part #: DDR21-100TVI Thunderstruck TVI grille guard w/ wrap arounds, law enforcement, 2021+ Dodge Durango	\$1,316.25	1		\$1,316.25
Part: Custom Cage 1/3 rear seat single prisoner system with red/white compartment light	\$1,625.00	1		\$1,625.00
Part: Vertical partition mount dual gun rack, w/ universal electronic latching locks on timer	\$599.00	1		\$599.00
Part: Havis Vehicle-Specific 23" Console For 2021-2022 Dodge Durango Pursuit Havis Vehicle-Specific 23" Console For 2021-2022 Dodge Durango Pursuit	\$417.00	1		\$417.00
Part: Havis double cup holder, self-adjusting Havis double cup holder, self-adjusting	\$67.20	1		\$67.20
Part: Havis 3" Accessory Pocket, 2.5" Deep	\$56.00	1		\$56.00
Part: SoundOff Signal bluePRINT® 500 Series Remote Control System with Knob Control, 10-16v - 200 watt dual-tone	\$1,019.10	1		\$1,019.10
Part: Soundoff Signal 100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt Part #: ETSS100J	\$198.45	2		\$396.90
Part: SoundOff Signal bluePRINT Link® Micro Kit, includes Module & Vehicle Harness for Dodge Charger 2015-2023 & Durango 2018-2023 Part #: ENGLMK002	\$344.40	1		\$344.40
Part: SoundOff Signal bluePRINT® Remote Node with Magnetic ID Part #: ENGND04102	\$213.75	1		\$213.75
Part: SoundOff Signal Intersector Surface Mount Light, Red/Blue/White, will turn solid white for alley lighting Part #: ENT3B3RBW 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White	\$215.95	2		\$431.90
Part: SoundOff Signal Under Mirror Mount Bracket Kit for installation on 2014 - 2022 Dodge Ram 1500 Classic, for use with Intersector Surface Mount & mpower® 3 and 4 inch Stud & Quick Mounts, Driver Side	\$38.50	2		\$77.00
Part: mpower® Fascia 4x2 Light w/ Stud Mount, 18" 5-wire w/ sync option & 1.5 Pigtail, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 24 LED, Dual Color - Red/Blue, inside sealed shroud at each rear cargo side window glass	\$185.71	2		\$371.42
Part: Window Shroud Kit for 4x2 Light	\$21.28	2		\$42.56
Part: SoundOff Signal mpower® 4" Fascia Light w/ Quick Mount RBW,	\$146.20	12		\$1,754.40



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## Estimate #1719

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Payment Term: On Receipt  
Service Writer: Brian Wyatt

CPD Patrol Car #2				
2 on front of pushbumper, one on each side of pushbumper, 1 on each lower corner of pushbumper, 2 at rear license plate, 2 at rear bumper, 2 under hatch when open, all can turn solid white for scene lighting in their respective zones Part #: EMPS2QMS5RBW 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White				
Part: Soundoff Signal Nforce interior front visor lightbar, 8 head, split housing, w/ brackets, full dual color RW/BW, takedowns, and full white flood	\$1,001.30	1		\$1,001.30
Part: Nforce interior rear visor lightbar, 6 head, one-piece housing, dual color RA/BA, including amber traffic advisor	\$858.75	1		\$858.75
Part: Littelfuse 880028, ST ATO® Fuse Block with Ground Bus, 12-way, 100A, 32VDC Part #: 880028 Littelfuse 880028, ST ATO® Fuse Block with Ground Bus, 12-way, 100A, 32VDC	\$115.02	1		\$115.02
Part: Picker PC775-1A-12C-D-X Power Relay, 12VDC, SPST, 75A, Dual Contact with Diode	\$42.47	1		\$42.47
Part: Mechanical Products 175-S3-150-2 Surface Mount Circuit Breaker, Push/Trip Reset, 3/8" Stud, 150A	\$54.40	1		\$54.40
Part: Motorola Solutions 3 dB Stubby Antenna With 17-ft. Cable and Mini UHF Connector	\$75.20	1		\$75.20
Part: Stalker Radar 8' antenna cable, IP67 Part #: 155-2591-08	\$112.32	1		\$112.32
Part: Stalker Radar 16' antenna cable, IP67 Part #: 155-2591-16	\$210.00	1		\$210.00
Part: Stalker Radar VSS Cable kit Part #: 200-0622-00	\$151.20	1		\$151.20
Part: Vehicle vinyl graphics set, non reflective, laminated * exact cost TBD based on final design approval	\$750.00	1		\$750.00
Labor: Installation labor All items above Customer supplied radio, radar, video		20		\$3,000.00
Shop Supplies: \$199.00				Total: \$56,601.54

CPD Patrol Car #3				
Description	Price	QTY	HRS	Subtotal
Part: 2026 Dodge Durango Pursuit, V6 AWD Destroyer Gray	\$41,300.00	1		\$41,300.00
Part: Thunderstruck TVI grille guard w/ wrap arounds, law enforcement, 2021+ Dodge Durango Part #: DDR21-100TVI Thunderstruck TVI grille guard w/ wrap arounds, law enforcement,	\$1,316.25	1		\$1,316.25



Specialty Vehicle Source  
705 East 8th Street  
Junction City, KS 66441  
(785) 477-8370  
brian@svsks.com  
www.svsks.com

## Estimate #1719

Created: 11/04/2025 at 10:59PM  
Payment Term: On Receipt  
Service Writer: Brian Wyatt

CPD Patrol Car #3			
2021+ Dodge Durango			
Part: Custom Cage 1/3 rear seat single prisoner system with red/white compartment light	\$1,625.00	1	\$1,625.00
Part: Vertical partition mount dual gun rack, w/ universal electronic latching locks on timer	\$599.00	1	\$599.00
Part: Havis Vehicle-Specific 23" Console For 2021-2022 Dodge Durango Pursuit	\$417.00	1	\$417.00
Havis Vehicle-Specific 23" Console For 2021-2022 Dodge Durango Pursuit			
Part: Havis double cup holder, self-adjusting	\$67.20	1	\$67.20
Havis double cup holder, self-adjusting			
Part: Havis 3" Accessory Pocket, 2.5" Deep	\$56.00	1	\$56.00
Part: SoundOff Signal bluePRINT® 500 Series Remote Control System with Knob Control, 10-16v - 200 watt dual-tone	\$1,019.10	1	\$1,019.10
Part: Soundoff Signal 100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	\$198.45	2	\$396.90
Part #: ETSS100J			
Part: SoundOff Signal bluePRINT Link® Micro Kit, includes Module & Vehicle Harness for Dodge Charger 2015-2023 & Durango 2018-2023	\$344.40	1	\$344.40
Part #: ENGLMK002			
Part: SoundOff Signal bluePRINT® Remote Node with Magnetic ID	\$213.75	1	\$213.75
Part #: ENGND04102			
Part: SoundOff Signal Intersector Surface Mount Light, Red/Blue/White, will turn solid white for alley lighting	\$215.95	2	\$431.90
Part #: ENT3B3RBW			
9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White			
Part: SoundOff Signal Under Mirror Mount Bracket Kit for installation on 2014 - 2022 Dodge Ram 1500 Classic, for use with Intersector Surface Mount & mpower® 3 and 4 inch Stud & Quick Mounts, Driver Side	\$38.50	2	\$77.00
Part: mpower® Fascia 4x2 Light w/ Stud Mount, 18" 5-wire w/ sync option & 1.5 Pigtail, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 24 LED, Dual Color - Red/Blue, inside sealed shroud at each rear cargo side window glass	\$185.71	2	\$371.42
Part: Window Shroud Kit for 4x2 Light	\$21.28	2	\$42.56
Part: SoundOff Signal mpower® 4" Fascia Light w/ Quick Mount RBW,	\$146.20	12	\$1,754.40
2 on front of pushbumper, one on each side of pushbumper, 1 on each lower corner of pushbumper, 2 at rear license plate, 2 at rear bumper, 2 under hatch when open, all can turn solid white for scene lighting in their respective zones			
Part #: EMPS2QMS5RBW			
18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White			





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## Estimate #1719

Created: 11/04/2025 at 10:59PM  
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Service Writer: Brian Wyatt

CPD Patrol Car #3			
Part: Soundoff Signal Nforce interior front visor lightbar, 8 head, split housing, w/ brackets, full dual color RW/BW, takedowns, and full white flood	\$1,001.30	1	\$1,001.30
Part: Nforce interior rear visor lightbar, 6 head, one-piece housing, dual color RA/BA, including amber traffic advisor	\$858.75	1	\$858.75
Part: Littelfuse 880028, ST ATO® Fuse Block with Ground Bus, 12-way, 100A, 32VDC Part #: 880028 Littelfuse 880028, ST ATO® Fuse Block with Ground Bus, 12-way, 100A, 32VDC	\$115.02	1	\$115.02
Part: Picker PC775-1A-12C-D-X Power Relay, 12VDC, SPST, 75A, Dual Contact with Diode	\$42.47	1	\$42.47
Part: Mechanical Products 175-S3-150-2 Surface Mount Circuit Breaker, Push/Trip Reset, 3/8" Stud, 150A	\$54.40	1	\$54.40
Part: Motorola Solutions 3 dB Stubby Antenna With 17-ft. Cable and Mini UHF Connector	\$75.20	1	\$75.20
Part: Stalker Radar 8' antenna cable, IP67 Part #: 155-2591-08	\$112.32	1	\$112.32
Part: Stalker Radar 16' antenna cable, IP67 Part #: 155-2591-16	\$210.00	1	\$210.00
Part: Stalker Radar VSS Cable kit Part #: 200-0622-00	\$151.20	1	\$151.20
Part: Vehicle vinyl graphics set, non reflective, laminated * exact cost TBD based on final design approval	\$750.00	1	\$750.00
Labor: Installation labor		20	\$3,000.00
All items above			
Customer supplied radio, radar, video			
Shop Supplies: \$199.00			Total: \$56,601.54

CPD Patrol Car #4			
Description	Price	QTY	Subtotal
Part: 2026 Dodge Durango Pursuit, V6 AWD Destroyer Gray	\$41,300.00	1	\$41,300.00
Part: Thunderstruck TVI grille guard w/ wrap arounds, law enforcement, 2021+ Dodge Durango Part #: DDR21-100TVI Thunderstruck TVI grille guard w/ wrap arounds, law enforcement, 2021+ Dodge Durango	\$1,316.25	1	\$1,316.25
Part: Custom Cage 1/3 rear seat single prisoner system with red/white compartment light	\$1,625.00	1	\$1,625.00
Part: Vertical partition mount dual gun rack, w/ universal electronic latching locks on timer	\$599.00	1	\$599.00
Part: Havis Vehicle-Specific 23" Console For 2021-2022 Dodge Durango	\$417.00	1	\$417.00



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## Estimate #1719

Created: 11/04/2025 at 10:59PM  
Payment Term: On Receipt  
Service Writer: Brian Wyatt

CPD Patrol Car #4				
100A, 32VDC Part #: 880028 Littelfuse 880028, ST ATO@ Fuse Block with Ground Bus, 12-way, 100A, 32VDC				
Part: Picker PC775-1A-12C-D-X Power Relay, 12VDC, SPST, 75A, Dual Contact with Diode	\$42.47	1		\$42.47
Part: Mechanical Products 175-S3-150-2 Surface Mount Circuit Breaker, Push/Trip Reset, 3/8" Stud, 150A	\$54.40	1		\$54.40
Part: Motorola Solutions 3 dB Stubby Antenna With 17-ft. Cable and Mini UHF Connector	\$75.20	1		\$75.20
Part: Stalker Radar 8' antenna cable, IP67 Part #: 155-2591-08	\$112.32	1		\$112.32
Part: Stalker Radar 16' antenna cable, IP67 Part #: 155-2591-16	\$210.00	1		\$210.00
Part: Stalker Radar VSS Cable kit Part #: 200-0622-00	\$151.20	1		\$151.20
Part: Vehicle vinyl graphics set, non reflective, laminated * exact cost TBD based on final design approval	\$750.00	1		\$750.00
Labor: Installation labor		20		\$3,000.00
All items above				
Customer supplied radio, radar, video				
Shop Supplies: \$199.00				Total: \$56,601.54

CPD K9 Car #1				
Description	Price	QTY	HRS	Subtotal
Part: 2026 Dodge Durango Pursuit, V6 AWD Destroyer Gray	\$41,300.00	1		\$41,300.00
Part: Thunderstruck TVI grille guard w/ wrap arounds, law enforcement, 2021+ Dodge Durango Part #: DDR21-100TVI Thunderstruck TVI grille guard w/ wrap arounds, law enforcement, 2021+ Dodge Durango	\$1,316.25	1		\$1,316.25
Part: American Aluminum Full Back Seat K9 Insert with dome light, rubber floor mat, and no-spill water bowl	\$3,698.75	1		\$3,698.75
Part: Ace K9 Hot-n-pop pro system - Heat alarm, window drop, door popper, control panel, remote control	\$1,470.41	1		\$1,470.41
Part: Ace K9 10" Fan kit with heavy duty guard Part #: HA-FKT-10-P	\$322.65	1		\$322.65
Part: Santa Cruz single horizontal universal weapon rack system	\$408.00	1		\$408.00
Part: Havis Vehicle-Specific 23" Console For 2021-2022 Dodge Durango Pursuit Havis Vehicle-Specific 23" Console For 2021-2022 Dodge Durango Pursuit	\$417.00	1		\$417.00



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## Estimate #1719

Created: 11/04/2025 at 10:59PM  
Payment Term: On Receipt  
Service Writer: Brian Wyatt

<b>CPD K9 Car #1</b>			
Part: Havis double cup holder, self-adjusting <i>Havis double cup holder, self-adjusting</i>	\$67.20	1	\$67.20
Part: Havis 3" Accessory Pocket, 2.5" Deep	\$56.00	1	\$56.00
Part: SoundOff Signal bluePRINT® 500 Series Remote Control System with Knob Control, 10-16v - 200 watt dual-tone	\$1,019.10	1	\$1,019.10
Part: Soundoff Signal 100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt <i>Part #: ETSS100J</i>	\$198.45	2	\$396.90
Part: SoundOff Signal bluePRINT Link® Micro Kit, includes Module & Vehicle Harness for Dodge Charger 2015-2023 & Durango 2018-2023 <i>Part #: ENGLMK002</i>	\$344.40	1	\$344.40
Part: SoundOff Signal bluePRINT® Remote Node with Magnetic ID <i>Part #: ENGND04102</i>	\$213.75	1	\$213.75
Part: SoundOff Signal Intersector Surface Mount Light, Red/Blue/White, will turn solid white for alley lighting <i>Part #: ENT3B3RBW</i> <i>9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White</i>	\$215.95	2	\$431.90
Part: SoundOff Signal Under Mirror Mount Bracket Kit for installation on 2014 - 2022 Dodge Ram 1500 Classic, for use with Intersector Surface Mount & mpower® 3 and 4 inch Stud & Quick Mounts, Driver Side	\$38.50	2	\$77.00
Part: mpower® Fascia 4x2 Light w/ Stud Mount, 18" 5-wire w/ sync option & 1.5 Pigtail, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 24 LED, Dual Color - Red/Blue, inside sealed shroud at each rear cargo side window glass	\$185.71	2	\$371.42
Part: Window Shroud Kit for 4x2 Light	\$21.28	2	\$42.56
Part: SoundOff Signal mpower® 4" Fascia Light w/ Quick Mount RBW,  2 on front of pushbumper, one on each side of pushbumper, 1 on each lower corner of pushbumper, 2 at rear license plate, 2 at rear bumper, 2 under hatch when open, all can turn solid white for scene lighting in their respective zones <i>Part #: EMPS2QMS5RBW</i> <i>18" hard wire w/ sync option, SAE Class 1 &amp; CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White</i>	\$146.20	12	\$1,754.40
Part: Soundoff Signal Nforce interior front visor lightbar, 8 head, split housing, w/ brackets, full dual color RW/BW, takedowns, and full white flood	\$1,001.30	1	\$1,001.30
Part: Nforce interior rear visor lightbar, 6 head, one-piece housing, dual color RA/BA, including amber traffic advisor	\$858.75	1	\$858.75
Part: Littelfuse 880028, ST ATO® Fuse Block with Ground Bus, 12-way, 100A, 32VDC <i>Part #: 880028</i> <i>Littelfuse 880028, ST ATO® Fuse Block with Ground Bus, 12-way, 100A,</i>	\$115.02	1	\$115.02



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Estimate #1719

Created: 11/04/2025 at 10:59PM

Payment Term: On Receipt

Service Writer: Brian Wyatt

CPD K9 Car #1			
32VDC			
Part: Picker PC775-1A-12C-D-X Power Relay, 12VDC, SPST, 75A, Dual Contact with Diode	\$42.47	1	\$42.47
Part: Mechanical Products 175-S3-150-2 Surface Mount Circuit Breaker, Push/Trip Reset, 3/8" Stud, 150A	\$54.40	1	\$54.40
Part: Motorola Solutions 3 dB Stubby Antenna With 17-ft. Cable and Mini UHF Connector	\$75.20	1	\$75.20
Part: Stalker Radar 8' antenna cable, IP67 Part #: 155-2591-08	\$112.32	1	\$112.32
Part: Stalker Radar 16' antenna cable, IP67 Part #: 155-2591-16	\$210.00	1	\$210.00
Part: Stalker Radar VSS Cable kit Part #: 200-0622-00	\$151.20	1	\$151.20
Part: Vehicle vinyl graphics set, non reflective, laminated * exact cost TBD based on final design approval	\$750.00	1	\$750.00
Labor: Installation labor		24	\$3,600.00
All items above			
Customer supplied radio, radar, video			
Fee: Oversized item freight cost			\$425.00
Shop Supplies: \$249.00			Total: \$61,352.35

Estimates provided are an approximation of timing and charges to you for the services requested. They are based on the anticipated work to be done. It is possible for unexpected complications to cause some deviation from the original quote. You hereby authorize the work described in this estimate to be done along with the procurement of the necessary material(s), including permission to operate the vehicle for on-road testing or inspection. If any additional work is required, we will prepare a revised work order providing the cost of additional parts and labor and total revised cost. All parts are new unless specified otherwise. All new parts carry the full extent of the manufacturer's warranty while installed on original vehicle. In-house fabricated parts and workmanship carries a limited vehicle lifetime warranty while owned by above listed customer or agency.

Deposits are non-refundable.

Labor .....	\$15,600.00
Parts .....	\$270,688.51
Subtotal .....	\$286,288.51
Shop Supplies .....	\$1,045.00
EPA .....	\$0.00
Fees .....	\$824.00
Tax .....	\$0.00
Grand Total .....	\$288,157.51
Paid to Date .....	(\$0.00)

REMAINING BALANCE \$288,157.51

No returns or refunds on special ordered items or electrical parts. There is no warranty for used parts or customer supplied parts.

You agree that we are not responsible for loss or damage to your vehicle, including loss of articles left in the vehicle, including, without limitation, in case of fire, theft, or any other cause(s) beyond our control. We are not responsible for any delays caused by unavailability of parts or delays in delivery of parts by the supplier or transporter. You have the right to know before authorizing any additional work what that work will be and what it will cost. If required work exceeds the authorized estimated amount, we must obtain your approval to perform the work. We will keep you informed and perform only work authorized by you.

Signature \_\_\_\_\_

# Capital Fleet Solutions LLC

Landmark Dodge  
Independence, MO  
Larry

November 13, 2025

## FORMAL PROPOSAL

**Obligor:** City of Caney, KS  
This is a finance/ownership contract. No residual value.

**Equipment:** Five (5) Dodge Durango

### Option 1 - Fixed

Acquisition Cost	\$	274,218.51	Term	Five (5) years	First Payment Due	One Year from Close
Down Payment	\$	0.00	Payment Mode	Annual in Arrears	Payment Amount	\$65,790.67
Trade-In	\$	0.00	Interest Rate	6.3900%		
Principal Balance	\$	274,218.51	Rate Factor	.239921		

### Option 2 - Fixed

Acquisition Cost	\$	274,218.51	Term	Five (5) years	First Payment Due	One Year from Close
Down Payment	\$	56,000.00	Payment Mode	Annual in Arrears	Payment Amount	\$52,355.82
Trade-In	\$	0.00	Interest Rate	6.3900%		
Principal Balance	\$	218,218.51	Rate Factor	.239924		

- This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor may result in a documentation fee being assessed to the Obligor.
- **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**
- This transaction must be credit approved, all documents properly executed and returned to Capital Fleet Solutions LLC and the transaction funded on ALL proposals on or before 11/27/2025. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligor or its assignees, then Obligor or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety. Should there be a significant change in market rates at any time prior to funding of the transaction, Capital Fleet Solutions LLC reserves the right to adjust the Interest Rate quoted above.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.

Capital Fleet Solutions LLC

City of Caney, KS

Signature - Title

Signature - Title

Date

Date

Bid for Caney Police Department

Chief Ike Dye

Bid prepared by Josh Jones

Victory CDJR of Ottawa

[Josh.jones@victorykc.com](mailto:Josh.jones@victorykc.com)

816-519-4816

2026 Dodge Durango Pursuit – 5 units

K9 Unit

Vehicle - \$40,796

Upfit - \$19,181

Decals - \$595

Delivery - \$100

Total for K9 Unit - \$60,672

Patrol Vehicles

Vehicle - \$40,796

Upfit - \$14,191

Decals - \$595

Delivery - \$100

Total for Patrol Vehicle - \$55,682

**Grand Total for 1 K9 unit and 4 patrol vehicles = \$283,400**

**911 Custom**

15665 S Keeler St

Olathe, KS 66062

Phone: 913-390-8540

Email: sales@911custom.com

**Order #****Date****62883**

11/14/2025

**Bill To:**

Victory CDJR - KS  
 Victory CDJR of Ottawa  
 506 E. 23rd St  
 Ottawa, KS 66067

Customer: Victory CDJR - KS

**Ship To:**

Victory CDJR - KS  
 Victory CDJR of Ottawa  
 506 E. 23rd St  
 Ottawa, KS 66067

Contact: Victory CDJR of Ottawa  
 PO Number: K9 DURANGO

Sales Rep	Carrier	Date Scheduled
Gavin	INSTALL HERE	11/14/2025

Item #	Number	Description	Unit Price	Qty Ordered	Total Price
1	W-EB2DEDE-MIDNIGHT	LEGACY WCX 54" RW/BW/RW/BW MIDNIGHT PKG *** HALF RED / HALF BLUE w/ FRONT CLEAR OVERRIDE & AMBER REAR OVERRIDE ***			
2	W-STPBK85	LIGHTBAR STRAP KIT # 85 BLACK DURANGO			
3	W-C399	CENCOM CORE WCX CONTROL CENTER			
4	W-CCTL7	WeCanX 21 BUTTON/SLIDE CTRL HD			
5	W-C399K3	OBDII CANPORT KIT DODGE			
6	W-SA315U	SA315U SPEAKER, BLACK PLASTIC NYLON COMPOSITE			
7	W-SAK1	Heavy-Duty Universal "L" Mounting Bracket - SA315P			
8	W-CEM16	WeCanX 16 OUTPUT EXPANSION MOD			
9	W-CV2V	CORE VEHICLE-TO-VEHICLE SYNC MODULE			
10	W-U180JC	TRIO, Red/Blue/White, Red/Amber/White, or Red/Blue/Amber, Blue/Amber/White, Individual Control of each Color, Clear Lens *** UNDER MIRROR ***			
11	W-U18044	U180 Series Mount for Dodge Durango			
12	W-I2D	DUO LINEAR ION RED/WHITE BLK *** FRONT FACING BUILT INTO PUSH BUMPER ***			
13	W-I2E	DUO LINEAR ION BLUE/WHITE BLK *** FRONT FACING BUILT INTO PUSH BUMPER ***			

**911 Custom**

15665 S Keeler St

Olathe, KS 66062

Phone: 913-390-8540

Email: sales@911custom.com

**Order #****Date****62883**

11/14/2025



Item #	Number	Description	Unit Price	Qty Ordered	Total Price
14	W-I2J	DUO LINEAR ION RED/BLUE BLK *** SIDE FACING BUILT INTO PUSH BUMPER; SIDE FACING IN THIRD ROW WINDOW ***			
15	W-IONK1B	SWIVEL MOUNT KIT FOR ION BLK			
16	W-TSS0R	ION-T SURFACE MT SOLO RED *** REAR BUMPER; BOTTOM OF HATCH FOR USE WHEN OPEN ***			
17	W-TSS0B	ION-T SURFACE MT SOLO BLUE *** REAR BUMPER; BOTTOM OF HATCH FOR USE WHEN OPEN ***			
18	W-3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART *** PRISONER COMPARTMENT ***			
19	W-SSFPOS	SOLID STATE HEADLIGHT FLASHER *** ALTERNATE FLASH ***			
20	W-SSF5150D	SOLID STATE BRAKE LT. FLASHER *** ALTERNATE FLASH ENTIRE RACETRACK & REVERSE LIGHTS ***			
21	H-C-VS-1110-DUR	Vehicle-Specific 21" Angled Console for 2021-2025 Dodge Durango Pursuit *** FACEPLATES: C-EB40-CCS-1P ***			
22	H-C-MCB	Mic Clip Bracket			
23	H-C-ARM-102	Side Mount Armrest			
24	H-CUP2-1001	Internal Cup Holders			
25	H-C-LP3-USB-BL1	Console Accessory Bracket Kit with 3 Lighter Plug Outlets W/ 1 USB-C & USB Type A Dual Port Charger & 1 Blank for Rectangular Accessories			
26	H-C-USB-3	USB-C & USB Type A Dual Port Charger			
27	H-K9-D25-B	Standard K9 Transport System For 2011-2025 Dodge Durango - Black			
28	H-K9-A-104	Window Guard & K9 Transport Fan Option			
29	H-K9-A-201	K9 Transport Heat Alarm Unit Option			
30	MM-MMSU-1	MAGNETIC MIC SINGLE UNIT			
31	S-BK1542DUR21	PB450LR4 LIGHT-READY With WHELEN ION			
32	S-TK0241DUR11	2011 - 2021 Dodge Durango - CARGO BOX, DSC- Drawer, Sliding With Combination Lock, BSN- Base Sliding With No Lock			
33	S-TF0237DUR11	2011 - 2021 Dodge Durango - Freestanding Cargo Box Bracket Kit			
34	S-TPA9289	Cargo Radio Tray, With No lock TRN			
35	SF-NMOKHFUD17	NMO CABLE KIT 17FT			



# Estimate



## 911 Custom

15665 S Keeler St

Olathe, KS 66062

Phone: 913-390-8540

Email: sales@911custom.com

Order #

Date

62883

11/14/2025



Item #	Number	Description	Unit Price	Qty Ordered	Total Price
36	SF-ETRAB8063	NEW ELITE PHANTOM ANT 806-866MHZ, NMO MNT BLACK			
37	MP-Fusepack Durango	DODGE DURANGO WIRE PACK FOR INSTALLATIONS			
38	MP-FUSEPACK	Fuse Pack for Installations			
39	WAY-47042	Littelfuse 0298100 .ZXEH Riveted MEGA Fuse 32V, 100A			
40	WAY-46038	Littelfuse MEGA Fuse Holder with Cover Black, 500A, 32V (for Durango Wirepacks)			
41	MP-WIREHARNESS	CUSTOM WIRING HARNESS			
42	Shipping and Handling	Shipping and Handling			
43	Labor - Installation	911 Custom - Installation Services			

All orders are subject to restocking fees.

Estimates are good for 45 days.

Credit card payments are subject to a 3% processing fee.

Approval:\_\_\_\_\_ Date:\_\_\_\_\_

November 14, 2025 2:57:11 PM CST

Page 3 of 3

**911 Custom**

15665 S Keeler St

Olathe, KS 66062

Phone: 913-390-8540

Email: sales@911custom.com

**Order #****Date****62878**

11/14/2025

**Bill To:**

Victory CDJR - KS  
 Victory CDJR of Ottawa  
 506 E. 23rd St  
 Ottawa, KS 66067

Customer: Victory CDJR - KS

**Ship To:**

Victory CDJR - KS  
 Victory CDJR of Ottawa  
 506 E. 23rd St  
 Ottawa, KS 66067

Contact: Victory CDJR of Ottawa  
 PO Number: PATROL x4

**Notes:** SETINA FREIGHT: 68283 \*\*\* CUSTOMER SUPPLYING RADIO, RADIO WIRING \*\*\*

Sales Rep	Carrier	Date Scheduled
Gavin	INSTALL HERE	11/14/2025

Item #	Number	Description	Unit Price	Qty Ordered	Total Price
1	W-EB2DEDE-MIDNIGHT	LEGACY WCX 54" RW/BW/RW/BW MIDNIGHT PKG *** HALF RED / HALF BLUE w/ FRONT CLEAR OVERRIDE & AMBER REAR OVERRIDE ***			
2	W-STPBK85	LIGHTBAR STRAP KIT # 85 BLACK DURANGO			
3	W-C399	CENCOM CORE WCX CONTROL CENTER			
4	W-CCTL7	WeCanX 21 BUTTON/SLIDE CTRL HD			
5	W-C399K3	OBDII CANPORT KIT DODGE			
6	W-SA315U	SA315U SPEAKER, BLACK PLASTIC NYLON COMPOSITE			
7	W-SAK1	Heavy-Duty Universal "L" Mounting Bracket - SA315P			
8	W-CEM16	WeCanX 16 OUTPUT EXPANSION MOD			
9	W-CV2V	CORE VEHICLE-TO-VEHICLE SYNC MODULE			
10	W-U180JC	TRIO®, Red/Blue/White, Red/Amber/White, or Red/Blue/Amber, Blue/Amber/White, Individual Control of each Color, Clear Lens *** UNDER MIRROR ***			
11	W-U18044	U180 Series Mount for Dodge Durango			
12	W-I2D	DUO LINEAR ION RED/WHITE BLK *** FRONT FACING BUILT INTO PUSH BUMPER ***			
13	W-I2E	DUO LINEAR ION BLUE/WHITE BLK *** FRONT FACING BUILT INTO PUSH BUMPER ***			

# Estimate



## 911 Custom

15665 S Keeler St  
Olathe, KS 66062  
Phone: 913-390-8540  
Email: sales@911custom.com

Order #	Date
62878	11/14/2025



Item #	Number	Description	Unit Price	Qty Ordered	Total Price
14	W-I2J	DUO LINEAR ION RED/BLUE BLK *** SIDE FACING BUILT INTO PUSH BUMPER; SIDE FACING IN THIRD ROW WINDOW ***			
15	W-IONK1B	SWIVEL MOUNT KIT FOR ION BLK			
16	W-TSS0R	ION-T SURFACE MT SOLO RED *** REAR BUMPER; BOTTOM OF HATCH FOR USE WHEN OPEN ***			
17	W-TSS0B	ION-T SURFACE MT SOLO BLUE *** REAR BUMPER; BOTTOM OF HATCH FOR USE WHEN OPEN ***			
18	W-3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART *** PRISONER COMPARTMENT ***			
19	W-SSFPOS	SOLID STATE HEADLIGHT FLASHER *** ALTERNATE FLASH ***			
20	W-SSF5150D	SOLID STATE BRAKE LT. FLASHER *** ALTERNATE FLASH ENTIRE RACETRACK & REVERSE LIGHTS ***			
21	H-C-VS-1110-DUR	Vehicle-Specific 21" Angled Console for 2021-2025 Dodge Durango Pursuit *** FACEPLATES: C-EB40-CCS-1P ***			
22	H-C-MCB	Mic Clip Bracket			
23	H-C-ARM-102	Side Mount Armrest			
24	H-CUP2-1001	Internal Cup Holders			
25	H-C-LP3-USB-BL1	Console Accessory Bracket Kit with 3 Lighter Plug Outlets W/ 1 USB-C & USB Type A Dual Port Charger & 1 Blank for Rectangular Accessories			
26	H-C-USB-3	USB-C & USB Type A Dual Port Charger			
27	MM-MMSU-1	MAGNETIC MIC SINGLE UNIT			
28	S-BK1542DUR21	PB450LR4 LIGHT-READY With WHELEN ION			
29	S-1K0576DUR11	2011 - 2021 Dodge Durango - Single PRISONER Transport Partition, #7VS Stationary Window, Vinyl Coated Expanded Metal, FOR USE WITH: - Full Stock Seat			
30	S-PK0123DUR112ND	2011 - 2021 Dodge Durango - Cargo Area Partition, #12VS Stationary Window, Vinyl Coated Expanded Metal, *FOR USE WITH: - 2nd Row Seat			
31	S-1D1396DUR11	SETINA DOOR PANEL S TPO PLASTIC PASSENGER 11-23 DURANGO			
32	S-1W0695DUR11	PASS SIDE WINDOW GUARD DURANGO			

# Estimate



## 911 Custom

15665 S Keeler St

Olathe, KS 66062

Phone: 913-390-8540

Email: sales@911custom.com

Order #	Date
62878	11/14/2025



Item #	Number	Description	Unit Price	Qty Ordered	Total Price
33	S-GK0643DUR11	Forward Facing Partition Mount Dual T-Rail Mount 2 Universal XL With #2 Key Override *ONLY FOR USE WITH: -SPT Single Prisoner Transport Partition to Fit Stock Seat Manufactured Dec 2018-Present			
34	S-TK0241DUR11	2011 - 2021 Dodge Durango - CARGO BOX, DSC- Drawer, Sliding With Combination Lock, BSN- Base Sliding With No Lock			
35	S-TPA9289	Cargo Radio Tray, With No lock TRN			
36	SF-NMOKHFUD17	NMO CABLE KIT 17FT			
37	SF-ETRAB8063	NEW ELITE PHANTOM ANT 806- 866MHZ, NMO MNT BLACK			
38	MP-Fusepack Durango	DODGE DURANGO WIRE PACK FOR INSTALLATIONS			
39	MP-FUSEPACK	Fuse Pack for Installations			
40	WAY-47042	Littelfuse 0298100 .ZXEH Riveted MEGA Fuse 32V, 100A			
41	WAY-46038	Littelfuse MEGA Fuse Holder with Cover Black, 500A, 32V (for Durango Wirepacks)			
42	MP-WIREHARNESS	CUSTOM WIRING HARNESS			
43	Shipping and Handling	Shipping and Handling			
44	Labor - Installation	911 Custom - Installation Services			

All orders are subject to restocking fees.

Estimates are good for 45 days.

Credit card payments are subject to a 3% processing fee.

Approval:\_\_\_\_\_ Date:\_\_\_\_\_

November 14, 2025 2:57:44 PM CST

Page 3 of 3

VICTORY CHRYSLER DODGE JEEP RAM OF OTT  
506 E 23RD ST  
OTTAWA, KS 660678615

Configuration Preview

Date Printed: 2025-11-13 5:35 PM  
Estimated Ship Date:

VIN:  
VON:

Quantity:  
Status:  
FAN 1:  
FAN 2:  
Client Code:  
Bid Number:  
PO Number:

Sold to:  
VICTORY CHRYSLER DODGE JEEP RAM OF  
OTTAWA (27106)  
506 E 23RD ST  
OTTAWA, KS 660678615

Ship to:  
VICTORY CHRYSLER DODGE JEEP RAM OF OTTAWA (27106)  
506 E 23RD ST  
OTTAWA, KS 660678615

Vehicle: 2026 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	44,879
Package:	2BZ	Customer Preferred Package 2BZ	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*A7	Cloth Bucket Seats W/Rear Vinyl	160
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	LNF	Black Left LED Spot Lamp	695
	CW6	Deactivate Rear Doors/Windows	95
	ADL	Skid Plate Group	370
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
	4FA	Special Bid-Ineligible For Incentive	0
	TB6065	Government Incentives	0
	YG1	7.5 Additional Gallons of Gas	0
			1,995

Total Price: 48,194 - MSRP

Order Type: Fleet  
Scheduling Priority: 1-Sold Order  
Salesperson:  
Customer Name:  
Customer Address: USA

Caney Police Dept. price = \$40,796  
Plus  
Patrol Upfit = \$14,191 per unit  
K9 Upfit = \$19,181 per unit  
Decals - \$595 per unit

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

**FCA Fleet Powertrain Care**  
**5 Year / 100,000 Mile Limited Warranty Extension**  
**(\$0 Deductible)**

THIS LIMITED WARRANTY IS PROVIDED TO OWNERS of a 2016 through 2024 Model Year Chrysler, Dodge, Jeep and Ram vehicles (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for Fleet Government Bid/Leases and Fleet Commercial/ Lease orders only.

**YOUR LEGAL RIGHTS UNDER THIS LIMITED WARRANTY**

This warranty is the express warranty FCA US LLC ("FCA") makes for your vehicle. This warranty gives you specific legal rights. You may also have other rights that vary from state to state. For example, you may have some implied warranties, depending on the state where your vehicle was sold or is registered.

**These implied warranties are limited, to the extent allowed by law, to the time periods covered by this express written warranty.**

If you use your vehicle primarily for business or commercial purposes, then these implied warranties do not apply and FCA completely disclaims them to the extent allowed by law. And the implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

**Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.**

**Incidental and Consequential Damages Not Covered**

**Your warranty does not cover any incidental or consequential damages connected with your vehicle's failure, either while under warranty or afterward.** Examples of such damages include: (a) lost time; (b) inconvenience; (c) the loss of the use of your vehicle; (d) the cost of rental vehicles, gasoline, telephone, travel, or lodging; (e) the loss of personal or commercial property; and (f) the loss of revenue.

**Some states don't allow incidental or consequential damages to be excluded or limited, so this exclusion may not apply to you.**

**Persons to Whom the Limited Warranty is Offered**

This Limited Warranty is provided to owners of a 2016 through 2024 Model Year Chrysler, Dodge, Jeep and Ram vehicles (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for Fleet Government Bid/Leases and Fleet Commercial/ Lease orders only.

**What This Limited Warranty Extension Covers**

This Powertrain Limited Warranty is a part of your New Vehicle Limited Warranty. It extends the 5 year or 60,000-mile powertrain limited warranty on mechanical components of the vehicle to 5 years from the in service date of the vehicle or 100,000 miles on the odometer, whichever comes first. It covers the cost of all parts and labor needed to repair a powertrain component listed below that is defective in workmanship and materials

Please keep this letter in your glove box along with your vehicle's other warranty information for future reference if necessary. All the other terms and conditions and the "What's Not Covered" items of your warranty remain the same as stated in your Warranty Information book.

**Parts Covered**

**The Powertrain Limited Warranty covers these parts and components of your vehicle's powertrain supplied by FCA US LLC**

**Gasoline Engine:** Cylinder Block and all Internal Parts; Cylinder Head Assemblies; Timing Case, Timing Chain, Timing Belt, Gears and Sprockets; Vibration Damper; Oil Pump, Water Pump and Housing; Intake and Exhaust Manifolds; Flywheel with Starter Ring Gear; Core Plugs; Valve Covers; Oil Pan; Turbocharger Housing and Internal Parts; Turbocharger Wastegate Actuator; Supercharger; Serpentine Belt Tensioner; Seals and Gaskets for listed components only.

**Transmission:** Transmission Case and all Internal Parts; Torque Converter; Drive/Flex Plate; Transmission Range Switch; Speed Sensors; Pressure Sensors; Transmission Control Module; Bell Housing; Oil Pan; Seals and Gaskets for listed components only.

**NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.**

**Front Wheel Drive:** Transaxle Case and all Internal Parts; Axle Shaft Assemblies; Constant Velocity Joints and Boots; Differential Cover; Oil Pan; Transaxle Speed Sensors; Transaxle Solenoid Assembly; PRNDL Position Switch; Transaxle Electronic Controller; Torque Converter; Seals and Gaskets for listed components only.

**NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.**

**All-Wheel Drive (AWD):** Power Transfer Unit and all Internal Parts; Viscous Coupler; Axle Housing and all Internal Parts; Constant Velocity Joints and Boots; Drive Shaft and Axle Shaft Assemblies; Differential Carrier Assembly and all Internal Parts; Output Ball Bearing; Output Flange; End Cover; Overrunning Clutch; Vacuum Motor; Torque Tube; Pinion Spacer and Shim; Seals and Gaskets for listed components only.

**Rear Wheel Drive:** Rear Axle Housing and all Internal Parts; Axle Shafts; Axle Shaft Bearings; Drive Shaft Assemblies; Drive Shaft Center Bearings; Universal Joints and Yokes; Seals and Gaskets for listed components only.

**Four-Wheel Drive (4x4):** Transfer Case and all Internal Parts; transfer case control module and shift mode motor assembly Axle Housing and all Internal Parts; Axles Shafts; Axle Shaft Bearings; Drive Shafts Assemblies (Front and Rear); Drive Shaft Center Bearings; Universal Joints and Yokes; Disconnect Housing Assembly; Seals and Gaskets for the listed components only.

**HOW TO GET WARRANTY SERVICE**

**Where to Take Your Vehicle**

In the United States (We Include U.S. Possessions and Territories as Part of the United States for Warranty Purposes): Warranty service must be done by an authorized Chrysler, Dodge, Jeep or Ram dealer. We strongly recommend that you take your vehicle to your Selling Dealer. They know you and your vehicle best, and are most concerned that you get prompt and high quality service. If you move within the United States, warranty service may be requested from any authorized Chrysler, Dodge, Jeep or Ram dealer.

In Canada and Mexico: If you are traveling temporarily in Canada or Mexico, and your vehicle remains registered in the United States, your FCA US warranty still applies. Service may be requested at any authorized Chrysler, Dodge, Jeep or Ram dealership.

**WHAT IS NOT COVERED UNDER THIS FCA US LLC LIMITED WARRANTY**

**Some Modifications Don't Void the Warranty But Aren't Covered**

Certain changes that you might make to your vehicle do not, by themselves, void this warranty. Examples of some of these changes are: (a) installing non-FCA US LLC ("FCA") parts, components, or equipment (such as a non-FCA radio or speed control); and (b) using special non-FCA materials or additives.

But your warranty does not cover any part that was not on your vehicle when it left the manufacturing plant or is not certified for use on your vehicle. Nor does it cover the costs of any repairs or adjustments that might be caused or needed because of the installation or use of non-FCA parts, components, equipment, materials, or additives.

Performance or racing parts are considered to be non-FCA parts. Repairs or adjustments caused by their use are not covered under your warranty. Examples of the types of alterations not covered are: (a) installing accessories - except for genuine FCA / MOPAR accessories installed by an authorized Chrysler, Dodge, Jeep or Ram dealer; (b)

**FCA Fleet Powertrain Care**  
**5 Year / 100,000 Mile Limited Warranty Extension**  
**(\$0 Deductible)**

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applying rustproofing or other protection products; (c) changing the vehicle's configuration or dimensions, such as converting the vehicle into a limousine or food service vehicle; or (d) using any refrigerant that FCA has not approved.

**Environmental Factors Not Covered**

Your warranty does not cover damage caused by environmental factors such as airborne fallout, bird droppings, insect damage, chemicals, tree sap, salt, ocean spray, acid rain, and road hazards. Nor does your warranty cover damage caused by hailstorms, windstorms, tornadoes, sandstorms, lightning, floods, and earthquakes.

Your warranty does not cover conditions resulting from anything impacting the vehicle. This includes cracks and chips in glass, scratches and chips in painted surfaces, or damage from collision.

**Maintenance Costs Not Covered**

Your warranty does not cover the costs of repairing damage caused by poor or improper maintenance. Nor does it cover damage caused by the use of contaminated fuels, or by the use of fuels, oils, lubricants, cleaners or fluids other than those recommended in your Owner's Manual.

The warranty does not cover the costs of your vehicle's normal or scheduled maintenance - the parts and services that all vehicles routinely need. Some of these parts and services, which your warranty does cover, include: (a) lubrication; (b) engine tune-ups; (c) replacing filters, coolant, spark plugs, bulbs, or fuses (unless those costs result from a covered repair); (d) cleaning and polishing; and (e) replacing worn wiper blades, worn brake pads and linings, or clutch linings.

**Racing Not Covered**

Your warranty does not cover the costs of repairing damage or conditions caused by racing, nor does it cover the repair of any defects that are found as the result of participating in a racing event.

**Certain Kinds of Corrosion Not Covered**

Your warranty does not cover the following: (a) corrosion caused by accident, damage, abuse, or vehicle alteration; (b) surface corrosion caused by such things as industrial fallout, sand, salt, hail, ocean spray, and stones; (c) corrosion caused by the extensive or abnormal transport of caustic materials like chemicals, acids, and fertilizers; and (d) corrosion of special bodies, body conversions, or equipment that was not on your vehicle when it left the manufacturing plant or was not supplied by FCA.

**Other Exclusions**

Your warranty does not cover the costs of repairing damage or conditions caused by any of the following: (a) fire or accident; (b) abuse or negligence; (c) misuse - for example, driving over curbs or overloading; (d) tampering with the emission systems, or with a part that could affect the emission systems; (e) use of used parts, even if they were originally supplied by FCA (however, authorized FCA / MOPAR remanufactured parts are covered); (f) windshield or rear window damage from external objects; (g) any changes made to your vehicle that don't comply with FCA; or (h) using any fluid that doesn't meet the minimum recommendations in your Owner's Manual.

**Total Loss, Salvage, Junk, or Scrap Vehicles Not Covered**

A vehicle has no warranty coverage of any kind if: (a) the vehicle is declared to be a total loss by an insurance company; (b) the vehicle is rebuilt after being declared to be a total loss by an insurance company; or (c) the vehicle is issued a certificate of title indicating that it is designated as "salvage," "junk," "rebuilt," "scrap," or some similar word.

FCA will deny warranty coverage without notice if it learns that a vehicle is ineligible for coverage for any of these reasons.

**Restricted Warranty**

Your warranty can also be restricted by FCA. FCA may restrict the warranty on your vehicle if the vehicle is not properly maintained, or if the vehicle is abused or neglected, and the abuse or neglect interferes with the proper functioning of the vehicle. If the warranty is restricted, coverage may be denied or subject to approval by FCA before covered repairs are performed.

**Registration and Operation Requirements**

This Limited Warranty covers your vehicle only if: (a) it is registered in the U.S.; (b) it is driven mainly in the U.S. or Canada, and (c) it is operated and maintained in the manner described in your Owner's Manual.

There is no Limited Warranty coverage on your Vehicle if it is sold, registered or operated, other than temporarily, by you, outside of the United States (including the 50 states, the District of Columbia, Puerto Rico, or Guam).

**Other Terms of These Limited Warranties**

Punitive, exemplary or multiple damages may not be recovered unless applicable state or local law prohibits this disclaimer. No person, including FCA US LLC employees or dealers, may modify or waive any part of this Limited Warranty.

**General Information**

It's your responsibility to properly maintain and operate your new vehicle. Follow the instructions contained in the General and Scheduled Maintenance Service guidelines in your Owner's Manual. Regular, scheduled maintenance is essential to trouble-free operation. If there is a dispute between you and FCA US concerning your maintenance of your vehicle, FCA US will require you to provide proof that your vehicle was properly maintained.

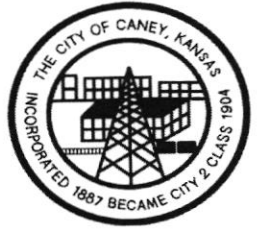
# CITY OF CANEY

100 W 4<sup>th</sup> Ave P.O. Box 129 Caney, Kansas 67333

Phone: (620) 879-2772

[www.caneyks.com](http://www.caneyks.com)

Fax: (620) 879-9808



## Building Permit

### Name:

First DICKIE Last ROLLS

### Owner Contact Information

Phone number (620) 252-8610 Mailing Address 410 N BRADLEY

Property Address 410 N. BRADLEY

### Contractor Information

Name: JOSEPH OWENBY Business Name: GATOR CONTRACTING

Phone number (620) 515-0594 Mailing Address P.O. Box 501, DEARING, KS  
67340

Business License # \_\_\_\_\_

### Project Information:

Project: GARAGE ADDITION + DRIVEWAY

Used For: PARKING - STORAGE - BACK PORCH

Dimensions 35 Ft. Wide X 42 Ft. Long

Will The Project require a curb cut: NO

Project Completion Date: 6/2026

Estimated Cost of Project: \$ 80,000.00

Joseph Owenby  
Signature

11/18/25  
Date



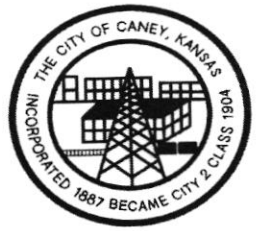
# CITY OF CANEY

100 W 4<sup>th</sup> Ave P.O. Box 129 Caney, Kansas 67333

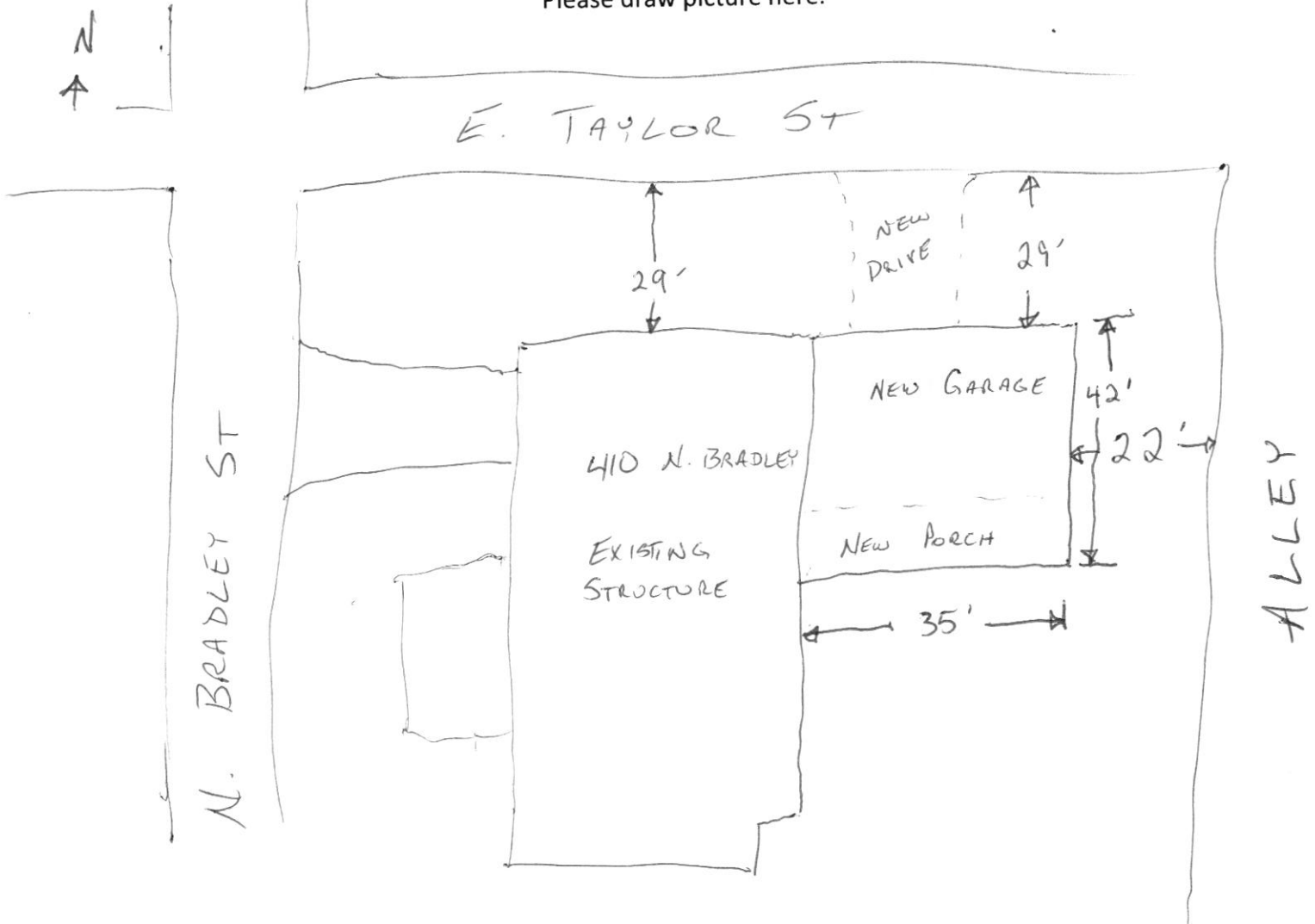
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Fax: (620) 879-9808



Please draw picture here.



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Verified by: Adam Lanter & Chad Bradford

Approved Date: 11.20.25

Denied: \_\_\_\_\_

Reason: \_\_\_\_\_

Fee: \$10.00

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



**City of Caney**  
Application for Building Permit

Owner: Corey Hough (Rachelle Lee Morris H. II)

Address: 301 S. Main (property address)

Phone: 918-440-5586

Project: New House (please sketch on back).

Used for: 8 feet w/ v

8

Dimensions: 62 ft. wide by 64 ft. long.

Constructed of \_\_\_\_\_

Will project require a curb cut? No ☐ Yes ☒ (if yes show curb cut on sketch)

When will this project be completed? April 2026

Estimated cost of Project: 400,000

Contractor: Corey Hough

Address: 398681 W 2400 RD  
Bartlesville OK 74006

Contact Made: Y or N

Andrew Self

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_

Officer \_\_\_\_\_ Date \_\_\_\_\_

10-7-25

8 feet

8 feet

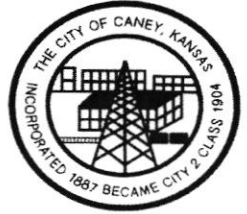
8 feet

8 feet

# CITY OF CANEY

100 W 4<sup>th</sup> Ave P.O. Box 129 Caney, Kansas 67333

Phone: (620) 879-2772 [www.caneyks.com](http://www.caneyks.com) Fax: (620) 879-9808



## Fence Permit

### Name:

First NATHAN Last RAINS

### Owner Contact Information

Phone number 620-440-7634 Mailing Address 302 EAST SECOND

Property Address 302 EAST SECOND

### Contractor Information

Name: KYLE SHERWOOD Business Name: \_\_\_\_\_

Phone number 918-638-1177 Mailing Address 500 SOUTH SPRING

Business License # \_\_\_\_\_

### Project Information:

Project: PRIVACY FENCE

Material Used: WOOD PICKETS WITH METAL POSTS

Dimensions 375 LINEAR FEET Ft. Wide X \_\_\_\_\_ Ft. Long

Will The Project require a curb cut: NO

Project Completion Date: 10-27-2025

Estimated Cost of Project: \$7,500

[Signature]  
Signature

10-8-2025  
Date

# CITY OF CANEY

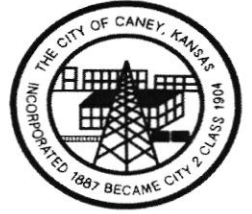
100 W 4<sup>th</sup> Ave

P.O. Box 129 Caney, Kansas 67333

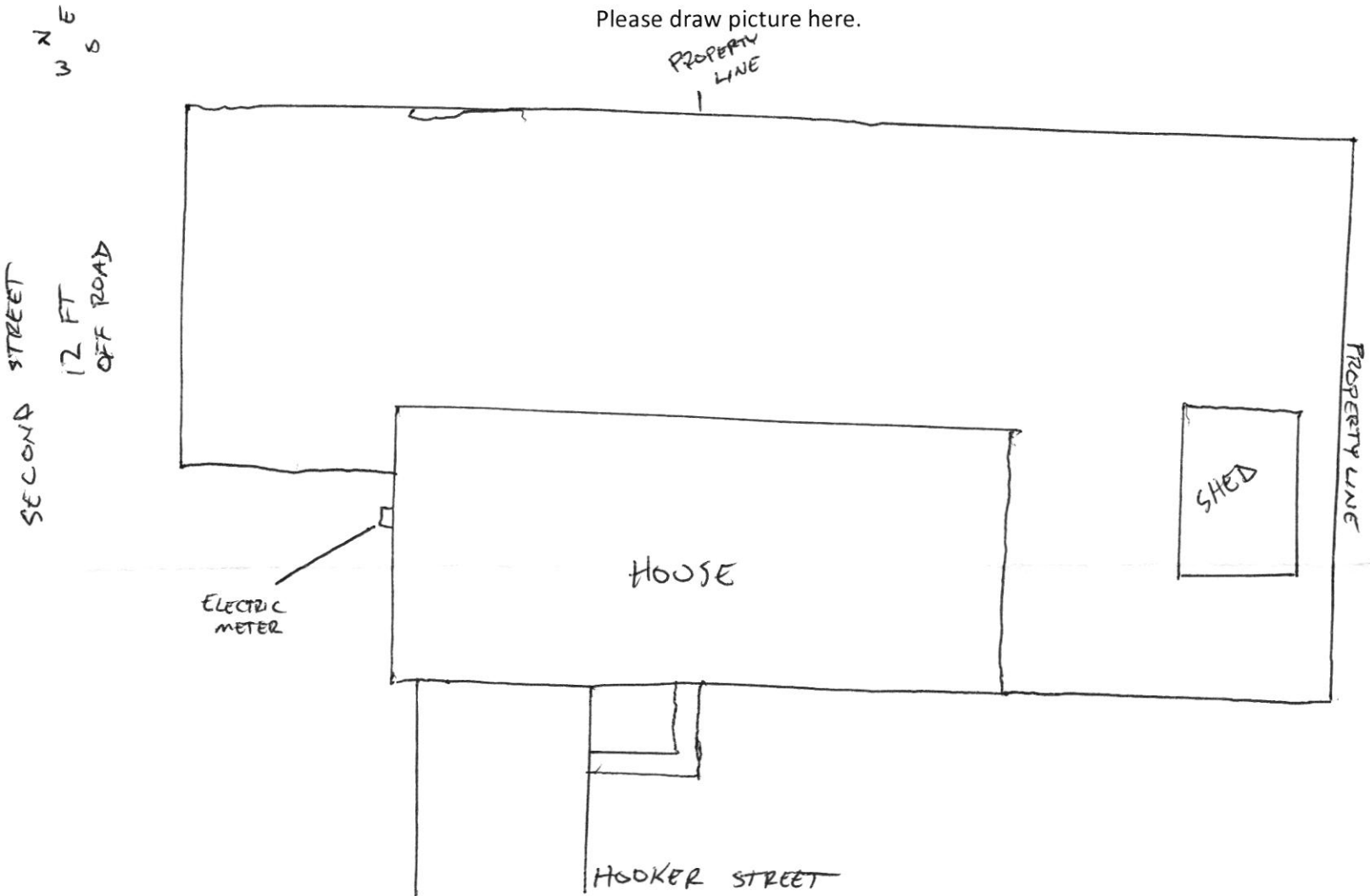
Phone: (620) 879-2772

[www.caneyks.com](http://www.caneyks.com)

Fax: (620) 879-9808



Please draw picture here.



For Office Use Only

Verified by: \_\_\_\_\_

Approved Date: \_\_\_\_\_

Denied: \_\_\_\_\_

Reason: \_\_\_\_\_

# CITY OF CANEY

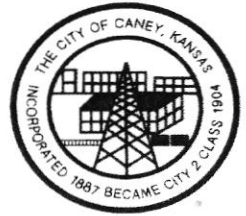
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Fax: (620) 879-9808



## Fence Permit

Name:

First

Katie

Last

Rising

## Owner Contact Information

Phone number

620-515-2325

Mailing Address

Property

Address

505 N Vine

## Contractor Information

Name:

Daniel McVay

Business Name:

Midwest Fence WFOK LLC

Phone number

918-914-3132

Mailing Address

PO Box 194 Lenape OK  
74042

Business License #

## Project Information:

Project:

Install 165' of 6' Cedar Privacy and 15' Cantilevergate

Material Used:

2 1/2 galvanized Post, Cedar Pickets, Treated 2"x4"

Dimensions

Ft. Wide X

Ft. Long

Will The Project require a curb cut: No

Project Completion Date:

7/21 -

Estimated Cost of Project:

\$8200.00

Signature

7-7-25

Date

# CITY OF CANEY

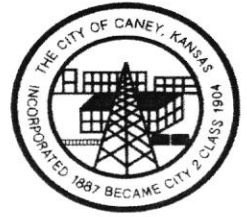
100 W 4<sup>th</sup> Ave

P.O. Box 129 Caney, Kansas 67333

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Fax: (620) 879-9808



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Please draw picture here.

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Verified by: \_\_\_\_\_

Approved Date: \_\_\_\_\_

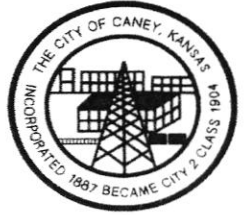
Denied: \_\_\_\_\_

Reason: \_\_\_\_\_

# CITY OF CANEY

100 W 4<sup>th</sup> Ave P.O. Box 129 Caney, Kansas 67333

Phone: (620) 879-2772 [www.caneyks.com](http://www.caneyks.com) Fax: (620) 879-9808



## Fence Permit

Name:

First Debbie Last Matthews

### Owner Contact Information

Phone number 620-330-7768 Mailing Address 200 N High

Property Address 200 N High

### Contractor Information

Name: Terad Wunder Business Name: Wunder Remodeling

Phone number 620-575-2397 Mailing Address 2185 CR 1200, Caney

Business License # \_\_\_\_\_

### Project Information:

Project: Remove old fence and install new privacy fence

Material Used: Treated lumber

Dimensions N/A Ft. Wide X ~ 118' Ft. Long

Will The Project require a curb cut: NO

Project Completion Date: July 2nd 2025

Estimated Cost of Project: \$2700

Debbie Matthews  
Signature

6-24-2025  
Date



# CITY OF CANEY

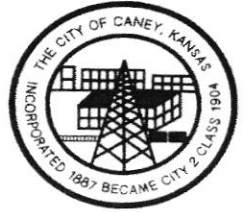
100 W 4<sup>th</sup> Ave

P.O. Box 129 Caney, Kansas 67333

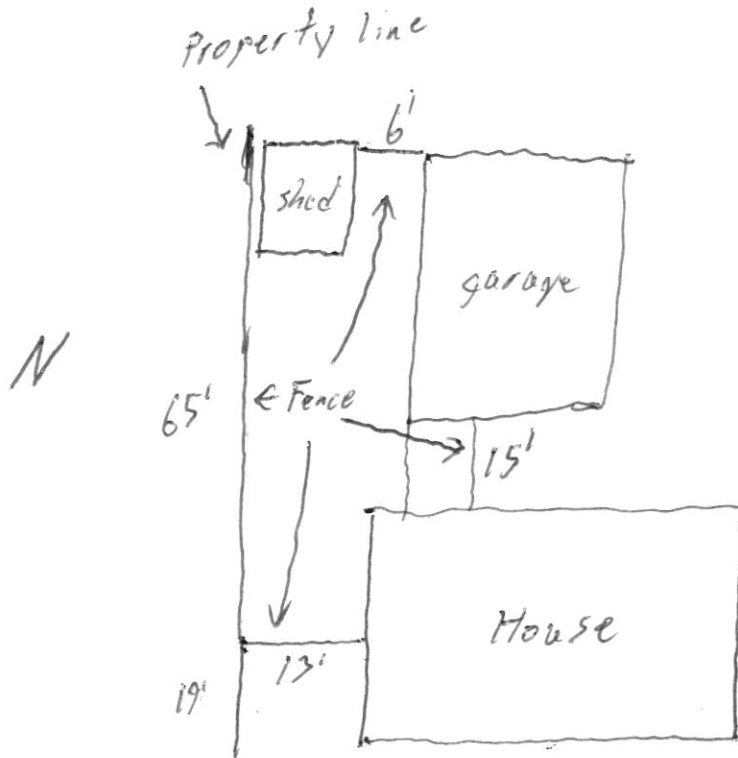
Phone: (620) 879-2772

[www.caneyks.com](http://www.caneyks.com)

Fax: (620) 879-9808



Please draw picture here.



High St

For Office Use Only

Verified by:

*[Signature]*

Approved Date:

6-26-25

Denied:

Reason:

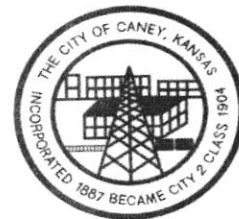
# CITY OF CANEY

100 W 4<sup>th</sup> Ave P.O. Box 129 Caney, Kansas 67333

Phone: (620) 879-2772

[www.caneyks.com](http://www.caneyks.com)

Fax: (620) 879-9808



## Demolition Permit

Name:

First

Ann

Last

Darby

### Owner Contact Information

Phone number

620 306 0125

Mailing Address 103 E Taylor St. Caney

Property

Address

107 E Taylor St. Caney

### Contractor Information

Name:

Self

Business Name:

Phone number

Mailing Address

Business License #

### Demolition Information:

Description of

Demolition

Demolition of old garage

Structure Type:

Shed/garage

# of Stories

1

20x20 Ft. Wide

Project Completion Date:

5/15/25

Permit will be valid for 60 days, provided however, the requirements and conditions of all ordinances and policies of the City of Caney relating hereto have been first complied with, specifically the 2006 International Code as adopted, and the applicant has read, signed, and agreed to follow the City of Caney Demolition and Site Clearing Regulation requirements (see attached copy). Applicant exempt from license requirement has posted the appropriate bond (\$500 for Commercial, \$250 for Multi-story residence and out-of-town owners), which will be returned when all conditions and requirements for demolition are met.

Any person wishing to demolish any structure within the corporate limits of the city shall first secure a demolition permit, which shall set forth any restrictions or special conditions to be met. The fee for



# CITY OF CANEY

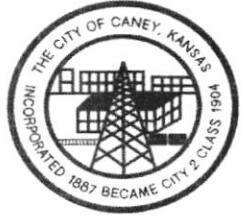
100 W 4<sup>th</sup> Ave

P.O. Box 129 Caney, Kansas 67333

Phone: (620) 879-2772

[www.caneyks.com](http://www.caneyks.com)

Fax: (620) 879-9808



a demolition permit shall be \$30.00 in instances when no sewer cap inspection is required and \$50.00 for a demolition permit requiring a sewer cap inspection.

Contractor/Owner agrees to remove asbestos shingles as per state and federal regulations.

[Signature]  
Signature

3/31/25  
Date

For Office Use Only

Verified by:

Andrea Sily

Badge #:

City Administrator

Fee paid ☒ Yes ☐ No    Deposit paid ☐ Yes ☐ No    How \_\_\_\_\_

☐ Commercial Structure    ☐ Multi-story structure

☐ Single-story Garage/similar structure    ☐ Multi-story Garage/similar structure

Are any sidewalks or Driveway approaches damaged and need to be replaced ☐ Yes ☐ No

Any photos taken of the demolition? Prior ☐ Yes ☐ No    After ☐ Yes ☐ No

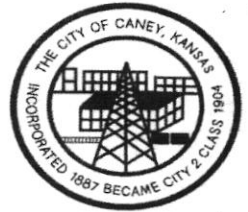
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## Building Permit

Name:

First

Ann

Last

Darby

## Owner Contact Information

Phone number 620 306 0175

Mailing Address

103 E Taylor St.  
Caney KS 67333

Property

Address

107 E Taylor St. Caney

## Contractor Information

Name:

Self

Business Name:

Phone number

620 306 0175

Mailing Address

103 E Taylor St.

Business License #

## Project Information:

Project:

pre-built shed

Used For:

tools

Dimensions

12

Ft. Wide X

24

Ft. Long

Will The Project require a curb cut:

NO

Project Completion Date:

5/31/25

Estimated Cost of Project:

2500<sup>00</sup>

Signature

Date

4/15/25



# CITY OF CANEY

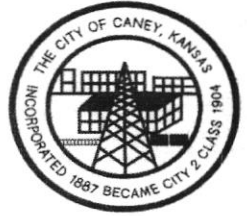
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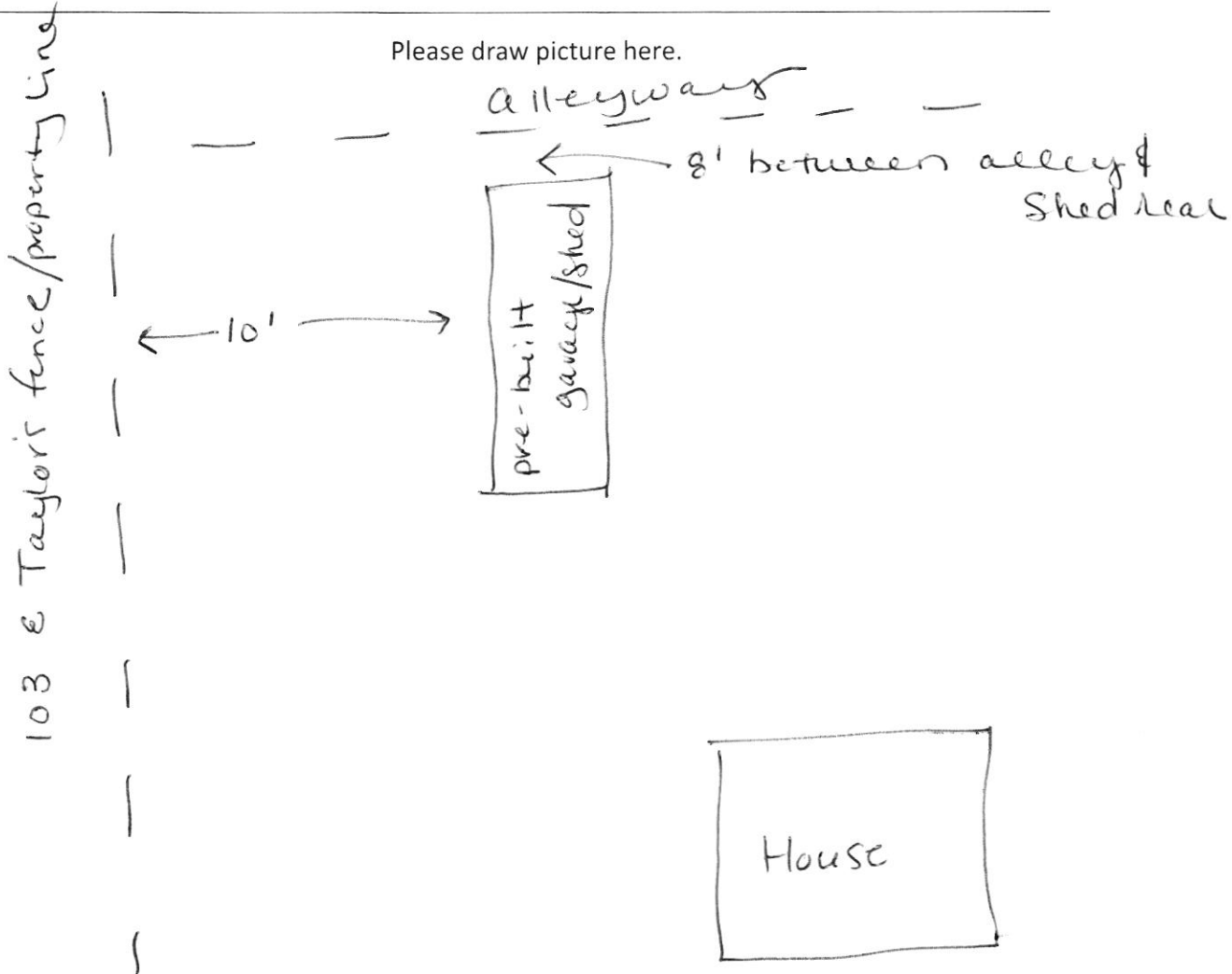
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Please draw picture here.



For Office Use Only

Verified by:

*Andre Sely*

Approved Date:

*4-16-25*

Denied:

Reason:

*Within Ordinance*