

**COMMISSION MEETING AGENDA
TUESDAY, DECEMBER 9, 2025 6:30 P.M.**

- A. CALL TO ORDER** – Mayor Deborah Maples
- B. ROLL CALL**
- C. INVOCATION** – Pastor Tendresse Kinangwa, Trinity United Methodist Church
- D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**
- E. REVIEW OF AGENDA**
- F. CONSENT AGENDA**
 - 1. City Commission Meeting Minutes – Tuesday, November 25, 2025
 - 2. 2025 Appropriation Ordinance No. AO-25-23 \$2,968,520.21
- G. COMMENTS**
 - 1. Comments from Public

Any citizen desiring to address the Commission shall be recognized, advance to the podium, state his/her name and address for the record. Comments shall be limited to 3 minutes unless extended by a vote of the majority of the Commission. The Commission does not hear matters involving litigation or City Personnel. The Commission does not take action on subjects not on the agenda unless unusual or hardship conditions exist. Citizens may address the Commission on agenda items as they are brought to the floor.
- REGULAR AGENDA ITEMS**
- H. PUBLIC HEARING(s), SPECIAL PRESENTATION(s), & PROCLAMATION(s)**
 - 1. Public Hearing for the FY 2025 Budget Amendments
 - 2. Resolution R-25-132 a Resolution to authorize the certification of FY 2025 Budget Amendments for various budgeted City Funds.
- I. OLD BUSINESS**
 - 1. Second Reading of Ordinance G-25-09 an Ordinance to amend Chapters 8 and 20 of the Code of Ordinances to Adopt the 2024 Building & Construction Codes and the 2024 International Fire Code.
- J. NEW BUSINESS**
 - 1. Discussion and action to make an appointment to the Coffeyville Public Library Board of Trustees.
 - 2. Discussion and action to make appointments to the Planning Commission.
 - 3. Discussion on Water Rates.
 - 4. Resolution R-25-134 a Resolution to approve unit price bids for the purchase of chemicals in 2026.
 - 5. Resolution R-25-135 a Resolution to approve the 8th amendment to the contract with Olsson & Associates for engineering services for the B-Sub Transformer Upgrade Project for the City of Coffeyville Electric Utility.
 - 6. Resolution R-25-136 a Resolution to authorize the execution of a Joint Use Pole Agreement between the City of Coffeyville and AT&T.
 - 7. Resolution R-25-137 a Resolution to authorize the issuance of a purchase order to J Graham Construction for the replacement of three steam plant roof sections at 605 S. Santa Fe for the City of Coffeyville Electric Utility.

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8. Discussion to consider the Planning & Zoning Commission's recommendation to deny the request to rezone 912 W. 8th Street from C-4 Service Commercial to R-1 Single-Family Residential.
9. Ordinance G-25-10 an Ordinance amending Chapter 36, Article II, of the Code of Ordinances of the City of Coffeyville, Kansas, by repealing Division 3 (Sidewalk Dining License) and replacing it with a new Division 3 (Outdoor and Sidewalk Dining).
10. Ordinance G-25-11 an Ordinance repealing Chapter 10, Article I, Section 10-1, of the Code of Ordinances of the City of Coffeyville, Kansas, relating to home, garage and rummage sales.
11. Resolution R-25-138 a Resolution to approve the City of Coffeyville Fee Schedule for 2026.
12. Discussion and action to approve 2026 Cereal Malt Beverage licenses.
13. City Manager's Report
14. Comments from Commissioners and Staff

K. EXECUTIVE SESSION(s)

L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Sales Tax Report – November 2025
2. Coffeyville Police Department Crime Statistics – November 2025

L. ADJOURN

**COMMISSION MEETING MINUTES
TUESDAY, NOVEMBER 25, 2025 6:30 P.M.**

The Board of Commissioners met in Regular Session at 6:30 p.m. in the Commission Room. The meeting was called to order by Mayor Maples

Present:

COMMISSIONER ALEC HENDRYX
COMMISSIONER JIM FALKNER
COMMISSIONER DEBORAH MAPLES
COMMISSIONER ANN MARIE VANNOSTER

Absent:

COMMISSIONER PAM JONES

City Staff in attendance:

CITY ATTORNEY PAUL KRITZ
CITY MANAGER BEN BRUBAKER
CITY CLERK MELISSA CARTER
EXECUTIVE DIRECTOR OF PUBLIC WORKS JIM WRIGHT
DIRECTOR OF FINANCE MARTIN CUMINGS
DIRECTOR OF COMMUNITY DEVELOPMENT AMBER DEAN
FIRE CHIEF MIKE O'CONNOR

- A. CALL TO ORDER** – Mayor Deborah Maples
- B. ROLL CALL**
- C. INVOCATION** – Pastor Carl Dawson, Lighthouse Church of God
- D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**
- E. REVIEW OF AGENDA**

MOTION: Move to Amend the Agenda to add an additional \$107,925.71 to Appropriation Ordinance AO-25-22, remove Resolution R-25-132 from New Business, and add an additional Executive Session to discuss matters deemed privileged in the attorney-client relationship.

ACTION: MOTION: MAPLES SECOND: VANNOSTER
ROLL CALL: ALL PRESENT AYE

F. CONSENT AGENDA

- 1. City Commission Meeting Minutes – Thursday, November 13, 2025
- 2. 2025 Appropriation Ordinance No. AO-25-22 \$3,679,877.32

MOTION: Move to approve items 1 & 2 of the consent agenda as presented.

ACTION: MOTION: MAPLES SECOND: FALKNER
ROLL CALL: ALL PRESENT AYE

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G. COMMENTS

1. Comments from Public

Any citizen desiring to address the Commission shall be recognized, advance to the podium, state his/her name and address for the record. Comments shall be limited to 3 minutes unless extended by a vote of the majority of the Commission. The Commission does not hear matters involving litigation or City Personnel. The Commission does not take action on subjects not on the agenda unless unusual or hardship conditions exist. Citizens may address the Commission on agenda items as they are brought to the floor.

James Linzey, 113 East 8TH, came to the podium to address Ordinance G-25-04 regarding vacant buildings and the \$500 penalty and additional yearly fees. He met with the Community Development Department to ensure that his building would not be classified as vacant or abandon. During that visit he was asked what the contents of his building are, if he had set hours and how the building was being used. Mr. Linzey feels those questions raise concerns regarding the role of government and ministries. He stated a ministry's contents should not need to be disclosed to the government and hours should not be determined by the government. Mr. Linzey asked the Commission to be mindful that ministries serve the community every day and do not operate like a business. He is concerned that the ordinance as currently written could unintentionally result in government overreach or place financial burden on ministries.

Marcus Kastler, 502 Overlook, came to the podium to get an update on the police department working with ICE as he is against it. He feels this is sending a mixed message to the Hispanic community. He stated they are part of the community yet they are treated as the lowest of lows for wanting to live their life. Mr. Kastler said Coffeyville has about a 16% Hispanic population and this could lead to them leaving the community. He questions the legality of this constitutionally, liability, foreign exchange students and who needs to show papers. Mr. Kastler would like to see a public forum to inform the public on this issue.

Robert Greenwood Jr., 915 West 1st, came to the podium to speak about the police department agreement with ICE. He left a statement from the United States Conference of Catholic Bishops for the Commission. Mr. Greenwood read one of the statements that oppose the indiscriminate mass deportation of people.

City Manager Ben Brubaker said the 287G agreement is on his list to speak about in the City Manager's report but wanted to go ahead and address that now. Mr. Brubaker stated that a few things to note is that they did send a press release to the media. He stated he has a Facebook Live with the Hispanic community and Chief Bromley tomorrow morning to express what this was about. Mr. Brubaker said they have had questions for the last year regarding the relationship with ICE and how it all works. He noted that our police officers cannot do the job of ICE as they are not legally permitted. What this program is meant to do is create partnerships with local law enforcement, give free training and the ability to act on certain things. The City of Coffeyville chose the task force model of the 287G program as they believe it gives the greatest flexibility to determine how they want to participate. How this will be applied in Coffeyville is during the course of action they are doing. For example, should someone get pulled over for a DUI and in the course of that investigation it is found that ICE has a detainer against them, which means they are wanted to go into the judicial process, this program allows them to detain them if ICE wants to come get them. Mr. Brubaker wants residents to know that the police department in Coffeyville is not going to go door to door, to businesses, to schools looking for people. It will not make decisions based on protected classes. They will, in the course of the police departments daily duties, when interacting with someone who has broken the law, if there is an ICE detainer on someone they will work with our federal partners on that. Earlier in the year he had reached out the Hispanic

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community and encouraged them to have their event and offered police support if they did not feel safe. Ultimately, they decided not to have the event. Mr. Brubaker stated that they appreciate and value everyone in this community and their contributions. He reiterated that they are not out looking to find people.

William Kendall, 1521 Willow Street, came to the podium to express his concern about the 287G agreement. He understands the intention is to enhance public safety but thinks the partnership risks damaging the trust between local law enforcement and immigrant communities. He stated it could lead to fear, division and reluctance to cooperate with law enforcement. He feels this will make our community less safe. Mr. Kendall stated this agreement could hurt the local economy. He urged the city leaders to reconsider and resend the 287G agreement and focus on policies that promote inclusivity, trust and economic prosperity for all residents.

Carl Dawson, 102 Ohio Street, came to the podium and said having served in detention in New Mexico, prior to becoming a pastor, they had a task force agreement with ICE. Through this they found that gang activity and other activities in the community went down due to the working agreement with ICE. Some leave communities because of their affiliation with gangs and it brings the overall safety of the community up. Mr. Dawson urged the community to give the task force an opportunity to work and if it is not, readdress it later.

James Linzey, 113 East 8th, came back to the podium and stated as a retired United States military officer, he stated that illegal immigration is a national security issue and we don't know who is here. He said if we don't have borders, we don't have a country.

REGULAR AGENDA ITEMS

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

1. Presentation by the Friends of the Charlesworth Pool.

Ryan Thompson came to the podium as representative for the Friends of the Charlesworth Pool and the Coffeyville Area Community Foundation. Their goal is to help renovate, reopen and sustain the Charlesworth Pool and FKHS Natatorium that has served Coffeyville for over 50 years through water safety education, therapy, lifeguard training, competitive swimming, a long-standing high school men's and women's swim team, and a community summer swim team for youth. Mr. Thompson said since June of 2025, USD 445 was preparing for demolition and closure of the facility. The current estimates for demolition is around \$800,000. Their volunteer group has been meeting weekly to find a solution. A joint subcommittee was formed with board members Jason Barnett, Cindy Price and Matt Jordan along with district administrators and community volunteers. Through that committee they have learned that the pool basin is structurally sound and the building is in good condition. Renovation is currently estimated between \$2.1 and \$2.4 million. The facility needs cleaning, ventilation, a new HVAC system, and major roof replacement. It can be repaired and the community overwhelmingly wants it preserved. The district has provided a clear path forward for them to repair and reopen this facility. Mr. Thompson stated if the Friends of the Charlesworth Pool and CACF can support \$1.6 million of the renovation cost, USD 445 will continue discussions toward a long-term agreement to save and reopen the natatorium. In the last 4 weeks these groups have raised nearly \$1 million and counting in contributions which speaks volumes. Every donation reflects not only commitment but the desire to save lives. Every child who learns to swim, every teen trained as a lifeguard, any adult utilizing water therapy represents safety, health and in many cases a life saved. Mr. Thompson said he recognizes that they have significant work ahead of them but they are up for it. He noted that they had an incredible Match Day through the CACF where in one day they raised almost \$200,000. To reach the \$1.6 million goal, they need strong partners to

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stand with them. Mr. Thompson asked for a letter of commitment supporting a local impact investment loan ranging from \$600,000 to \$1 million that would be repaid with a shortened time frame and would be used for the purpose of helping to fund the renovation of the Charlesworth pool and natatorium. He said the investment will prevent the demolition of this critical community facility, leverage the private dollars already raised, strengthen grant applications and restore year-round access to the facility. Mr. Thompson thanked the volunteers and donors who have supported this effort. He thanked the City Commission and city leaders for their vision and USD 445 administration and board for providing a path forward for this partnership. They do not want to see a historic, quality of life asset lost in this community. The natatorium is part of Coffeyville's identity and legacy, together they have an opportunity to save it. Mr. Thomson said with the city's support they can reopen the facility and ensure future generation have a safe place to learn, grow and thrive. Discussion ensued on the funding efforts, demolition cost and if that will be given to restoration, cost of roof repair, how the terms of the loan and repayment would be handled, responsibility of upkeep if restored, economic boost from swim meets it could bring, interest rate on the loan, amount needed and where the funding will come from.

MOTION: Move for the City Manager to sign a letter of commitment to the Friends of the Charlesworth Pool for a bridge loan not to exceed \$600,000 to bridge expenses of the Charlesworth Pool roof. Including a loan term of 36 months, interest rate of 4%, and a payment schedule beginning 2 months after funded.

ACTION: MOTION: MAPLES SECOND: FALKNER
ROLL CALL: ALL PRESENT AYE

I. OLD BUSINESS

1. Second Reading of Ordinance G-25-08 an Ordinance amending certain provisions of Chapter 42 of the Code of Ordinances of the City of Coffeyville, Kansas, relating to utility security deposits and delinquent utility accounts.

MOTION: Move to approve Second Reading of Ordinance G-25-08 as presented.

ACTION: MOTION: VANNOSTER SECOND: HENDRYX
ROLL CALL: ALL PRESENT AYE

J. NEW BUSINESS

1. Resolution R-25-127 a Resolution to approve purchase of a 2026 Chevrolet 3500 Double Cab from Roman Motors for the Coffeyville Fire Department.
Fire Chief Mike O'Connor said in 2004 when they started a Hazmat team, the Fire Department received funding to purchase a 2005 Chevy 5500 Kodiak truck that was used to pull the Hazmat trailer. It has transitioned to more of a brush truck. They recently saw what the market was for the 2005 Kodiak, listed it and received a full offer within a couple days. They sold that truck and will be using those funds to purchase this 2026 Chevrolet truck.

MOTION: Move to approve Resolution R-25-127 as presented.

ACTION: MOTION: HENDRYX SECOND: VANNOSTER
ROLL CALL: ALL PRESENT AYE

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2. Resolution R-25-128 a Resolution to approve a Work Authorization Agreement with Allgeier Martin and Associates for process engineering at the Water Treatment Plant. Executive Director of Public Works Jim Wright said they are working with Allgeier Martin on updating their processes at the Water Treatment Plant. This agreement will be to go through their treatment processes and identify areas for improvement. It will happen after the testing has been completed.

MOTION: Move to approve Resolution R-25-128 as presented.

ACTION: MOTION: VANNOSTER SECOND: MAPLES
ROLL CALL: ALL PRESENT AYE

3. Resolution R-25-129 a Resolution to approve a construction contract with JKS Construction Inc. for the replacement of 11 stormwater inlets on 11th Street. Executive Director of Public Works Jim Wright said we opened bids recently to improve inlets on 11th Street. He is recommending approving JKS Construction receive the contract. They were the only bidder but it was noted that their bid was under the engineers estimate.

MOTION: Move to approve Resolution R-25-129 as presented.

ACTION: MOTION: MAPLES SECOND: FALKNER
ROLL CALL: ALL PRESENT AYE

4. Resolution R-25-130 a Resolution to approve Change Order No. 2 for the Multi-Use Trail Project. Executive Director of Public Works Jim Wright said this will be the final change order and is actually a decrease of \$1,697 due to pavement markings that were not used. There was also \$110 deduction to a math error.

MOTION: Move to approve Resolution R-25-130 as presented.

ACTION: MOTION: VANNOSTER SECOND: HENDRYX
ROLL CALL: ALL PRESENT AYE

5. Resolution R-25-131 a Resolution to approve Change Order No. 1 with J Graham Construction for additional work on the CRMC Street Improvement Project. Executive Director of Public Works Jim Wright said during the street project around the hospital, part of the construction just East of Cline they ran across some unsuitable subbase material which caused them to have to excavate quite a bit more. Also, west of Cline on the south side of 4th Street, the road had been widened and only had 3 inches of asphalt. They had to overlay 2 inches which filled in the gutter line so they need to put in curb and gutter. There were also 2 driveways and 2 additional curb cuts for ADA access needed.

MOTION: Move to approve Resolution R-25-131 as presented.

ACTION: MOTION: MAPLES SECOND: FALKNER
ROLL CALL: ALL PRESENT AYE

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6. Resolution R-25-133 a Resolution to revise the City of Coffeyville Fund Balance Policy. Director of Finance Martin Cumings said he is asking to make some additions to the Fund Balance Policy. The additions include the following definition for Pass-Through Expenditures – Expenditures incurred to convey or transfer money from revenues intended for a third party to the City, for which the City has been designated as the administrative custodian. Additional language is to include a fund balance target of 25% for the general fund. Also, added was the verbiage - Funds established for Pass-Through Expenditures are not subject to any minimum fund balance requirement. However, funds containing both normally budgeted expenditures and Pass-Through Expenditures are still required to maintain minimum reserves based on the budgeted expenditures that do not contribute to the Pass-Through Expenditures. The last addition was made for Business Funds - For the purposes of this policy, Business Funds shall not include the Aquatic Center, Golf Course, or the Airport.

MOTION: Move to approve Resolution R-25-133 as presented.

ACTION: MOTION: VANNOSTER SECOND: FALKNER
ROLL CALL: ALL PRESENT AYE

7. Ordinance G-25-09 an Ordinance to amend Chapters 8 and 20 of the Code of Ordinances to Adopt the 2024 Building & Construction Codes and the 2024 International Fire Code. Director of Community Development Amber Dean said in April of this year, they began updating building codes from 2018 to 2024 codes. This involved review from every department, input from several staff members. They reached out to several contractor/developers as well. Most of the updates are making sure the section numbers matched the new 2024 codes. Some of the highlights of changes are: Appendix BM Adopted (IBC & IRC) for 3-D printed homes. They did not adopt the new 2024 Energy Code because it would make building in Coffeyville significantly more expensive and more difficult. This was the main feedback from developer/contractors. Footings for new homes must now be 24 inches deep instead of 12 inches for stronger, more durable foundations. Basic standards were added to ensure workers can safely reach and service appliances in attics, including a proper access opening, walkway, and small service platform. Cellular core PVC and ABS pipe are no longer allowed because they are more prone to failure. Mini-split systems are now defined as two separate machines (1) indoor air-handling unit and (2) outdoor condensing unit. The updated electrical code requires a disconnect located outside, next to the outdoor unit, so it can be safely serviced. Sewer lines must still be capped during demolition. A new requirement was added: the City must inspect the sewer cap before backfilling. The Planning & Zoning Board will now also serve as the Board of Appeals for building and zoning matters. This eliminates the need for a separate appeals board. Rental definitions added - Apartment Building: A structure with more than 6 rental units. Rent-to-Own / Lease-Purchase Agreements: Count as rental properties until the title transfer is officially recorded with the County. Updated Landlord Licensing Fees Apartment buildings have a different fee structure. New landlords pay the full fee; renewals cost less. A reinstatement fee applies if a license expires. A new utility transfer fee applies when utilities go back into a landlord's name after a tenant moves out. The City's Housing Quality Standards are now built into the rental ordinance, instead of being a separate resolution. This puts all rental regulations in one place. License enforcement update - If a landlord does not obtain or renew a license or if the license is revoked or suspended the units must be vacated and cannot be rented again until a valid license is issued.

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MOTION: Move to approve First Reading of Ordinance G-25-09 as presented.

ACTION: MOTION: VANNOSTER SECOND: MAPLES
ROLL CALL: ALL PRESENT AYE

8. City Manager's Report

City Manager Ben Brubaker said we have signed an agreement with the Animal Shelter for the city to step in and support at a higher level from an operational aspect. He noted he and the Coffeyville Friends of Animals will be on the radio Monday morning talking to the community about the changes. Animal Control response time continues to be an issue. Unfortunately, as much as they would like to respond to every animal call, they do not have the resources. They have created a Standard Operation of Procedures with the three levels of priority to handle the calls. Mr. Brubaker noted they are at a point that they will start conversations about water rates in December meetings with presentations of rate increases the second meeting in January. He said on Monday one of the new Commissioners came out for tours of city facilities. Mr. Brubaker said the last December meeting is on the 23rd and asked if they would be available. Commissioners ultimately agreed they would and to keep the meeting the same. He reiterated his dialogue about the 287G agreement he spoke to during Public Comments. Union negotiations are moving forward with no anticipation of budget shortfalls.

9. Comments from Commissioners and Staff

Commissioner Falkner said he noticed that several locations have mattresses that have been there over a month. Some of the residences are vacant and asked how to address that. Mr. Brubaker stated we are trying to educate the community through social media and code enforcement. Mr. Brubaker said we can go back to the way it was before but we are trying to keep the heavy trucks off the street. Trash pick-up this week will be on Saturday as they are shifting one day back due to the holiday. Mr. Brubaker said they are going to extend the leaf pick-up past November and will run until the weather gets bad. Vice Mayor Vannoster said Match Day this year brought in a total with the \$110,000 match of \$729,111.12. They had 767 gifts and 348 donors among the 33 non-profits. She noted it has gotten better each year and is a true testament of this community.

K. EXECUTIVE SESSION(s)

1. Executive Session to discuss matters deemed privileged in the attorney-client relationship.

MOTION: Move to recess to Executive Session for consultation with the City Attorney regarding matters that would be deemed privileged in the attorney-client relationship as permitted by K.S.A. 75-4319(b)(2) of the Open Meetings Act, to include the City Attorney, City Manager, Director of Community Development, Director of Finance, and Steve Morrison with MTI for a period of 45 minutes to reconvene in the Commission Room at 9:10 pm.

ACTION: MOTION: MAPLES SECOND: HENDRYX
ROLL CALL: ALL PRESENT AYE

MOTION: Move to extend the Executive Session for an additional 15 minutes.

ACTION: MOTION: MAPLES SECOND: VANNOSTER
ROLL CALL: ALL PRESENT AYE

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MOTION: Move to authorize the City Manager to execute a Letter of Commitment with MTI/Steve Morrison, for purposes of facilitating the development of up to 30 housing units within the City of Coffeyville, to include a financial inducement of up to \$20,000 per housing unit to be paid by the City, subject to the terms and conditions of an agreement to be framed and executed by the parties

ACTION: MOTION: VANNOSTER SECOND: MAPLES
ROLL CALL: ALL PRESENT AYE

2. Executive Session to discuss matters deemed privileged in the attorney-client relationship.

MOTION: Move to recess to Executive Session for consultation with the City Attorney regarding matters that would be deemed privileged in the attorney-client relationship as permitted by K.S.A. 75-4319(b)(2) of the Open Meetings Act, to include the City Attorney, City Manager, Director of Community Development and Director of Finance for a period of 10 minutes to reconvene in the Commission Room at 9:35 pm.

ACTION: MOTION: MAPLES SECOND: VANNOSTER
ROLL CALL: ALL PRESENT AYE

L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Parks Board Minutes – October 2025

L. ADJOURN

MOTION: Move to Adjourn

ACTION: MOTION: MAPLES SECOND: VANNOSTER
ROLL CALL: ALL PRESENT AYE

Time the meeting was adjourned: 9:36 pm

Date the minutes were approved:

Melissa Carter, City Clerk

Item	Amount
Payroll	\$420,139.24
Accounts Payable	\$2,548,380.97
Early Issue Checks	\$0.00

Total	\$2,968,520.21
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Ishams/Leiberts

Fund Key	
Fund Code	Fund Name
010	General
020	Library
060	Fire Insurance
070	Municipal Court Bond
090	Bond & Interest
110	Local Alcohol Liquor
130	Industrial Fund
140	Youth Activity & Development
180	Economic Development
190	Community Development
210	Sales Tax
230	Asset Forfeitures
250	Police VIN
260	Meter Deposits
290	Perpetual Care
340	Airport Special Project - Grants
350	Risk Management
360	Airport
370	Hillcrest Golf Course
380	Hillcrest Golf Course Depr./Replacement Reserve
420	Miscellaneous Projects
440	Law Enforcement Projects
450	Aquatic Center
460	Aquatic Center Depr./Replacement Reserve
500	Capital Equipment
510	911 Emergency Telephone System
520	Capital Improvement Reserve
530	½ Cent Sales Tax IRB Debt Service
550	USD #445
560	CRMC
570	CID
620	Housing/Economic Development
630	Parks/Community Development
640	Downtown/Economic Development
650	Business Development & Training Center

660	Business Development & Training Center Reserve
670	Veterans Memorial Stadium
680	Veterans Memorial Stadium Depr/Replacement Reserve
700	Refuse
710	Refuse Depreciation/Replacement Reserve
720	Internet Utility
730	Internet Depreciation/Replacement Reserve
760	Stormwater Utility
770	Stormwater Depreciation/Replacement Reserve
800	Electric
810	Electric Depreciation/Replacement Reserve
820	Electric Debt Service
830	Electric Bond Reserve
840	Electric Debt Service Reserve
890	Electric Surplus
900	Water & Wastewater
910	Water & Wastewater Depreciation/Replacement Reserve
920	Water & Wastewater Debt Service
930	Bond Reserve Account
970	Bond Reserve Account

01-02910 AIRGAS USA, LLC

I-5510654896	CYLINDER RENTAL	45.90			
8/31/2024	AP	DUE: 9/30/2024 DISC: 9/30/2024	1099: 3		
	CYLINDER RENTAL		890	5-030-448	EQUIPMENT-RENTAL/SERVICE 45.90
=== VENDOR TOTALS ===		45.90			

Fund Code

PACKET: 05512 AO 25-23 TAYLOR

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-10357	A-LERT ROOF SYSTEMS					
I-656519		S HANGAR ROOF R-25-87 #2	77,719.50			
11/19/2025	AP	DUE: 11/19/2025 DISC:		1099: N		
		S HANGAR ROOF R-25-87 #2		500 5-077-805	BUILDING	77,719.50
I-656519-RET		S HANGAR ROOF R-25-87 #3 FINA	9,401.25			
11/19/2025	AP	DUE: 11/19/2025 DISC:		1099: N		
		S HANGAR ROOF R-25-87 #3 FINAL		500 5-077-805	BUILDING	9,401.25
I-656521		RAW WTR BLDG ROOF R-25-87 #2	2,632.25			
11/19/2025	AP	DUE: 11/19/2025 DISC:		1099: N		
		RAW WTR BLDG ROOF R-25-87 #2 F		910 5-612-805	BUILDING	2,632.25
I-656522		GC ROOF R-25-87 #2 FINAL	4,633.00			
11/19/2025	AP	DUE: 11/19/2025 DISC:		1099: N		
		GC ROOF R-25-87 #2 FINAL		500 5-077-805	BUILDING	4,633.00
		=== VENDOR TOTALS ===	94,386.00			
=====						
01-50105	ACTION COMMUNICATIONS					
I-14717		INSTALL KENWOOD RADIO	1,678.54			
11/25/2025	AP	DUE: 11/25/2025 DISC:		1099: N		
		INSTALL KENWOOD RADIO		800 5-020-670	RADIO MAINTENANCE	559.51
		INSTALL KENWOOD RADIO		800 5-020-670	RADIO MAINTENANCE	559.51
		INSTALL KENWOOD RADIO		800 5-020-670	RADIO MAINTENANCE	559.52
		=== VENDOR TOTALS ===	1,678.54			
=====						
01-50300	ALLGEIER, MARTIN & ASSOCIATES,					
I-COFF7023001A-19		LAGOON LINER PAY 19 R-23-43	99.50			
11/20/2025	AP	DUE: 11/20/2025 DISC:		1099: N		
		LAGOON LINER PAY 19 R-23-43		910 5-611-478	PROFESSIONAL SERVICES	99.50
I-COFF7224002C-3		PAY #3 CRMC STREET CE R-25-61	18,435.50			
11/11/2025	AP	DUE: 11/11/2025 DISC:		1099: N		
		PAY #3 CRMC STREET CE R-25-61		520 5-220-478	PROFESSIONAL SERVICES	18,435.50
I-COFF7225001D-2		PAY #2 11TH-12TH ST PE R-25-7	3,145.50			
11/11/2025	AP	DUE: 11/11/2025 DISC:		1099: N		
		PAY #2 11TH-12TH ST PE R-25-72		520 5-220-478	PROFESSIONAL SERVICES	3,145.50
I-COFF7225002D-3		PAY #3 25 11TH ST PE R-25-73	5,855.00			
11/11/2025	AP	DUE: 11/11/2025 DISC:		1099: N		
		PAY #3 25 11TH ST PE R-25-73		770 5-000-478	PROFESSIONAL SERVICES	5,855.00

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-----ID-----				GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====							
01-50300	ALLGEIER, MARTIN & ASSOCIATES, (** CONTINUED **)						
I-COFF7225003D-2		PAY #2 26 STREET PROJ R-25-80	37,246.40				
11/11/2025	AP	DUE: 11/11/2025 DISC:		1099: N			
		PAY #2 26 STREET PROJ R-25-80		520 5-220-478	PROFESSIONAL SERVICES		37,246.40
=== VENDOR TOTALS ===			64,781.90				
=====							
01-50350	ALTEC INDUSTRIES, INC.						
I-26021153		BACKYARD MACHINE	271,398.15				
11/20/2025	AP	DUE: 11/20/2025 DISC:		1099: N			
		BACKYARD MACHINE		810 5-020-850	OTHER EQUIPMENT		271,398.15
=== VENDOR TOTALS ===			271,398.15				
=====							
01-00117	AMAZON CAPITAL SERVICES, INC.						
I-13XC-XH9P-4P7D		Christmas Parade Candy	2,378.22				
11/13/2025	AP	DUE: 11/13/2025 DISC:		1099: N			
		Christmas Parade Candy		010 5-131-521	SPECIAL EVENTS		2,378.22
I-171X-R3RF-4DTG		TINSEL FOR XMAS FLOAT	28.47				
11/18/2025	AP	DUE: 11/18/2025 DISC:		1099: N			
		TINSEL FOR XMAS FLOAT		010 5-091-521	SPECIAL EVENTS		28.47
I-1HGQ-G9P9-GWJ3		BLACK TONER CARTRIDGES	176.39				
11/17/2025	AP	DUE: 11/17/2025 DISC:		1099: N			
		BLACK TONER CARTRIDGES		900 5-026-550	OFFICE SUPPLIES		176.39
I-1P1K-P13D-FVKL		FILING CABINET	228.36				
11/18/2025	AP	DUE: 11/18/2025 DISC:		1099: N			
		FILING CABINET		010 5-017-845	OFFICE FURNITURE & EQUIP		146.11
		FILE ORGANIZER - CASH BOX		010 5-017-550	OFFICE SUPPLIES		82.25
I-1PNL-FGJ6-FTX4		STEREO/ETHERNET CABLES	110.19				
11/13/2025	AP	DUE: 11/13/2025 DISC:		1099: N			
		STEREO/ETHERNET CABLES		010 5-018-520	DEPARTMENT SUPPLIES		110.19
I-1RGG-M1FH-6PNN		GARLAND & SNOW BLANKET - FLOA	94.02				
11/25/2025	AP	DUE: 11/25/2025 DISC:		1099: N			
		GARLAND & SNOW BLANKET - FLOAT		800 5-040-521	SPECIAL EVENTS		94.02
=== VENDOR TOTALS ===			3,015.65				

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=====						
01-50391	AMERICAN BANKERS INSURANCE COM					
I-6900070405	NOV 25	FLOOD INSURANCE-PENN LIFTSTN	790.00			
11/17/2025	AP	DUE: 12/17/2025 DISC: 12/17/2025		1099: N		
		FLOOD INSURANCE-PENN LIFTSTN		900 5-047-452	INSURANCE	790.00
=== VENDOR TOTALS ===			790.00			
=====						
01-53542	ANIXTER, INC.					
I-6582774-00		PHOTO EYE X 100	2,929.13			
12/02/2025	AP	DUE: 12/02/2025 DISC:		1099: N		
		PHOTO EYE X 100		800 5-020-520	DEPARTMENT SUPPLIES	2,929.13
I-6591826-00		SIDEWALK FITTING & CONNECTORS	3,935.75			
12/02/2025	AP	DUE: 12/02/2025 DISC:		1099: N		
		SIDEWALK FITTING & CONNECTORS		800 5-020-520	DEPARTMENT SUPPLIES	3,935.75
=== VENDOR TOTALS ===			6,864.88			
=====						
01-10073	ASC PUMPING EQUIPMENT					
I-INV010505		IRRIGATION PUMP REPAIR-PUMPHS	5,524.13			
12/01/2025	AP	DUE: 12/01/2025 DISC:		1099: N		
		IRRIGATION PUMP REPAIR-PUMPHS		370 5-000-610	BUILDING MAINTENANCE	5,524.13
=== VENDOR TOTALS ===			5,524.13			
=====						
01-50637	ASCENT AVIATION GROUP, INC.					
I-S058473		POS SOFTWARE MONTHLY FEE	30.00			
12/01/2025	AP	DUE: 12/01/2025 DISC:		1099: N		
		POS SOFTWARE MONTHLY FEE		360 5-000-424	CONTRACTUAL AGREEMENTS	30.00
=== VENDOR TOTALS ===			30.00			
=====						
01-10404	ASHLEY TATMAN					
I-A TATMAN	11-10-25	REIMBURSE POV MILES OCT 25	679.88			
11/10/2025	AP	DUE: 11/10/2025 DISC:		1099: N		
		REIMBURSE POV MILES OCT 25		010 5-015-490	TRAVEL EXPENSE REIMBURSE	343.04
		REIMBURSE POV MILES SEP 25		010 5-015-490	TRAVEL EXPENSE REIMBURSE	42.22
		REIMBURSE POV MILES AUG 25		010 5-015-490	TRAVEL EXPENSE REIMBURSE	59.65
		REIMBURSE POV MILES JUL 25		010 5-015-490	TRAVEL EXPENSE REIMBURSE	23.38
		REIMBURSE POV MILES JUN 25		010 5-015-490	TRAVEL EXPENSE REIMBURSE	67.37
		REIMBURSE POV MILES MAY 25		010 5-015-490	TRAVEL EXPENSE REIMBURSE	65.11
		REIMBURSE POV MILES APR 25		010 5-015-490	TRAVEL EXPENSE REIMBURSE	18.72
		REIMBURSE POV MILES MAR 25		010 5-015-490	TRAVEL EXPENSE REIMBURSE	1.26
		REIMBURSE PURCHASE		010 5-015-520	DEPARTMENT SUPPLIES	59.13

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=====						
01-10404	ASHLEY TATMAN	(** CONTINUED **)				
=====						
I-A TATMAN 11-25-25		REIMBURSE POV MILES NOV 25	280.52			
11/25/2025	AP	DUE: 11/25/2025 DISC:		1099: N		
		REIMBURSE POV MILES NOV 25		010 5-015-490	TRAVEL EXPENSE REIMBURSE	280.52
=== VENDOR TOTALS ===			960.40			
=====						
01-50670	ASPLUNDH TREE EXPERT COMPANY					
=====						
I-85055625		TREE TRIMMING THRU 11/15/25	5,292.40			
11/21/2025	AP	DUE: 11/21/2025 DISC:		1099: N		
		TREE TRIMMING THRU 11/15/25		800 5-020-424	CONTRACTUAL AGREEMENTS	5,292.40
=====						
I-86H11625		TREE TRIMMING THRU 11/22/25	4,901.20			
11/28/2025	AP	DUE: 11/28/2025 DISC:		1099: N		
		TREE TRIMMING THRU 11/22/25		800 5-020-424	CONTRACTUAL AGREEMENTS	4,901.20
=== VENDOR TOTALS ===			10,193.60			
=====						
01-59780	AT&T					
=====						
I-NOV 25 METER/PLEX		ATMOS METER STATION MODEM LIN	693.96			
11/09/2025	AP	DUE: 11/09/2025 DISC:		1099: N		
		ATMOS METER STATION MODEM LINE		800 5-030-416	COMMUNICATIONS	463.90
		PLEXAR LINE		800 5-030-416	COMMUNICATIONS	230.06
=== VENDOR TOTALS ===			693.96			
=====						
01-03870	ATMOS ENERGY					
=====						
I-3069390904 09/25		SEP 25 102 W 7TH ST 306939090	102.79			
11/06/2025	AP	DUE: 11/26/2025 DISC: 11/26/2025		1099: N		
		1207 W 10TH ST 3069390904 PD		010 5-023-494	UTILITIES	51.40
		1207 W 10TH ST 3069390904 FD		010 5-041-494	UTILITIES	51.39
=====						
I-3069390904 10/25		OCT 25 102 W 7TH ST 306939090	102.79			
10/07/2025	AP	DUE: 10/27/2025 DISC: 10/27/2025		1099: N		
		1207 W 10TH ST 3069390904 PD		010 5-023-494	UTILITIES	51.40
		1207 W 10TH ST 3069390904 FD		010 5-041-494	UTILITIES	51.39
=====						
I-3069390904 11/25		NOV 25 1207 W 10TH 3069390904	114.11			
11/06/2025	AP	DUE: 11/26/2025 DISC: 11/26/2025		1099: N		
		1207 W 10TH ST 3069390904 PD		010 5-023-494	UTILITIES	57.06
		1207 W 10TH ST 3069390904 FD		010 5-041-494	UTILITIES	57.05
=== VENDOR TOTALS ===			319.69			

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=====						
01-50860	B & L ELECTRIC, INC.					
I-5169		PAY #1 - BSUB/CRNF	89,731.66			
10/31/2025	AP	DUE: 10/31/2025 DISC:		1099: N		
		PAY #1 - BSUB/CRNF		810 5-020-863	SUBSTATION IMPROVEMENTS	89,731.66
		=== VENDOR TOTALS ===	89,731.66			
=====						
01-51115	BEST BEVERAGE SALES, INC.					
I-1797		BEER - 10 CASES	281.60			
11/18/2025	AP	MANUAL CK# 001797 11/18/2025		1099: N		
		BEER - 10 CASES		370 5-000-506	BEER-GOLF COURSE	281.60
		=== VENDOR TOTALS ===	281.60			
=====						
01-56100	BORDER STATES ELECTRIC SUPPLY,					
I-931523378		FUSE LINKS	533.00			
11/19/2025	AP	DUE: 11/19/2025 DISC:		1099: N		
		FUSE LINKS		800 5-020-520	DEPARTMENT SUPPLIES	533.00
		=== VENDOR TOTALS ===	533.00			
=====						
01-10403	BORDER STATES INDUSTRIES INC					
I-931548349		RED CAUTION TAPE X 10 ROLLS	186.04			
11/24/2025	AP	DUE: 11/24/2025 DISC:		1099: N		
		RED CAUTION TAPE X 10 ROLLS		800 5-020-520	DEPARTMENT SUPPLIES	186.04
I-931548363		FUSE LINK X 50	355.33			
11/24/2025	AP	DUE: 11/24/2025 DISC:		1099: N		
		FUSE LINK X 50		800 5-020-520	DEPARTMENT SUPPLIES	355.33
		=== VENDOR TOTALS ===	541.37			
=====						
01-51307	BRENNTAG SOUTHWEST, INC.					
I-BSW663207		SODIUM BISULFATE	1,008.00			
11/18/2025	AP	DUE: 11/18/2025 DISC:		1099: N		
		SODIUM BISULFATE		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,008.00
		=== VENDOR TOTALS ===	1,008.00			

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=====						
01-01250		BROWN SHOE FIT COMPANY OF COFF				
I-784222		SAFETY BOOTS - BRYCE AKERS	251.85			
11/06/2025	AP	DUE: 11/06/2025 DISC:		1099: N		
		SAFETY BOOTS - BRYCE AKERS		010 0-320	PAYROLL DEDUCTION RECEIV	251.85
=====						
I-784287		WORK BOOTS-ANDREW HOBBS	170.00			
11/15/2025	AP	DUE: 11/15/2025 DISC:		1099: N		
		WORK BOOTS-ANDREW HOBBS		010 5-041-515	CLOTHING	170.00
=====						
		=== VENDOR TOTALS ===	421.85			
=====						
01-00590		CARTER AUTOMOTIVE WAREHOUSE				
I-1 - 790049		REPLACEMENT BATTERY	151.56			
11/10/2025	AP	DUE: 11/10/2025 DISC:		1099: N		
		REPLACEMENT BATTERY		900 5-026-590	VEHICLE-EQUIP SUPPLIES	151.56
=====						
I-1 - 790234		CLEANER	10.30			
11/12/2025	AP	DUE: 11/12/2025 DISC:		1099: N		
		CLEANER		010 5-163-520	DEPARTMENT SUPPLIES	10.30
=====						
I-1 - 790409		MARKING PEN	4.24			
11/14/2025	AP	DUE: 11/14/2025 DISC:		1099: N		
		MARKING PEN		010 5-163-520	DEPARTMENT SUPPLIES	4.24
=====						
I-1 - 790541		BREAKAWAY SWITCH	17.11			
11/17/2025	AP	DUE: 11/17/2025 DISC:		1099: N		
		BREAKAWAY SWITCH		760 5-000-620	EQUIPMENT MAINTENANCE	17.11
=====						
I-1 - 790579		FILTERS	203.01			
11/18/2025	AP	DUE: 11/18/2025 DISC:		1099: N		
		FILTERS		800 5-020-680	VEHICLE-PARTS	203.01
=====						
I-1 - 790594		FUEL SEPARATOR	46.34			
11/18/2025	AP	DUE: 11/18/2025 DISC:		1099: N		
		FUEL SEPARATOR		800 5-020-680	VEHICLE-PARTS	46.34
=====						
I-1 - 790605		THERMOSTAT	32.27			
11/18/2025	AP	DUE: 11/18/2025 DISC:		1099: N		
		THERMOSTAT		720 5-000-680	VEHICLE-PARTS	32.27
=====						
I-1 - 790618		IGNITION SWITCH FOR PUMP	23.91			
11/18/2025	AP	DUE: 11/18/2025 DISC:		1099: N		
		IGNITION SWITCH FOR PUMP		010 5-041-680	VEHICLE-PARTS	23.91
=====						
I-1 - 790643		WARNING LIGHTS	305.54			
11/19/2025	AP	DUE: 11/19/2025 DISC:		1099: N		
		WARNING LIGHTS		010 5-163-590	VEHICLE-EQUIP SUPPLIES	305.54

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=====							
01-00590	CARTER	AUTOMOTIVE WAREHOUSE (** CONTINUED **)					
I-1 - 790696		LUBE SPIN ON	21.60				
11/19/2025	AP	DUE: 11/19/2025 DISC:		1099: N			
		LUBE SPIN ON		010 5-023-680	VEHICLE-PARTS	7.20	
		LUBE SPIN ON		010 5-023-680	VEHICLE-PARTS	7.20	
		LUBE SPIN ON		010 5-023-680	VEHICLE-PARTS	7.20	
I-1 - 790726		BATTERY	172.25				
11/19/2025	AP	DUE: 11/19/2025 DISC:		1099: N			
		BATTERY		800 5-020-590	VEHICLE-EQUIP SUPPLIES	172.25	
I-1 - 790740		COOLANT HOSE	21.90				
11/19/2025	AP	DUE: 11/19/2025 DISC:		1099: N			
		COOLANT HOSE		800 5-020-680	VEHICLE-PARTS	21.90	
I-1 - 790787		BRAKE FLUID	7.32				
11/20/2025	AP	DUE: 11/20/2025 DISC:		1099: N			
		BRAKE FLUID		360 5-000-590	VEHICLE-EQUIP SUPPLIES	7.32	
I-1 - 790812		RADIATOR CAP	5.45				
11/20/2025	AP	DUE: 11/20/2025 DISC:		1099: N			
		RADIATOR CAP		800 5-020-680	VEHICLE-PARTS	5.45	
I-1 - 790863		OUTSIDE MIRROR	22.23				
11/21/2025	AP	DUE: 11/21/2025 DISC:		1099: N			
		OUTSIDE MIRROR		010 5-163-680	VEHICLE-PARTS	22.23	
I-1 - 791053		ANTIFREEZE&PWR STEERING FLUID	60.95				
11/24/2025	AP	DUE: 11/24/2025 DISC:		1099: N			
		ANTIFREEZE&PWR STEERING FLUID		010 5-041-680	VEHICLE-PARTS	60.95	
I-1 - 791102		MOTOR OIL	10.23				
11/25/2025	AP	DUE: 11/25/2025 DISC:		1099: N			
		MOTOR OIL		010 5-041-545	MOTOR FUELS/LUBRICANTS	10.23	
I-1 - 791182		LUBE ELEMENT	7.20				
11/26/2025	AP	DUE: 11/26/2025 DISC:		1099: N			
		LUBE ELEMENT		010 5-023-680	VEHICLE-PARTS	7.20	
=== VENDOR TOTALS ===			1,123.41				
=====							

01-51467 CDL ELECTRIC COMPANY, INC.

I-J058673		STREETLIGHT INSTALL X 169	31,459.35				
12/01/2025	AP	DUE: 12/01/2025 DISC:		1099: N			
		STREETLIGHT INSTALL X 169		810 5-020-830	LAMPS/STREET LIGHTING	31,459.35	
=== VENDOR TOTALS ===			31,459.35				

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=====						
01-51733	CENTRAL SALT, LLC					
I-PSI26-02900		BULK DEICING SALT	1,988.34			
12/01/2025	AP	DUE: 12/01/2025 DISC:		1099: N		
		BULK DEICING SALT		010 5-163-525	CHEMICALS/FERTILIZERS/SE	1,988.34
=== VENDOR TOTALS ===			1,988.34			
=====						
01-51692	CHUBB					
I-000037110043	11/25	POWER PLANT INSURANCE	213,772.00			
11/17/2025	AP	DUE: 12/01/2025 DISC: 12/01/2025		1099: N		
		POWER PLANT INSURANCE		800 5-040-452	INSURANCE	213,772.00
=== VENDOR TOTALS ===			213,772.00			
=====						
01-01037	CITY OF COFFEYVILLE					
I-202512027558		12/25 CVILLE PLAZA ADMIN FEE	245.98			
12/01/2025	AP	DUE: 12/01/2025 DISC: 12/01/2025		1099: N		
		12/25 CVILLE PLAZA ADMIN FEE		570 5-001-424	CONTRACTUAL SERVICES	245.98
I-202512027559		12/25 NIEL HOTEL ADMIN FEE	218.65			
12/01/2025	AP	DUE: 12/01/2025 DISC: 12/01/2025		1099: N		
		12/25 NIEL HOTEL ADMIN FEE		570 5-000-424	CONTRACTUAL AGREEMENTS	218.65
=== VENDOR TOTALS ===			464.63			
=====						
01-01040	CITY OF COFFEYVILLE					
I-CITY NOV 25		MACHINE SHOP	6,632.63			
11/14/2025	AP	DUE: 11/14/2025 DISC:		1099: N		
		MACHINE SHOP		800 5-030-494	UTILITIES	835.68
		TOWER		800 5-030-494	UTILITIES	4,691.66
		BASEMENT 4		800 5-030-494	UTILITIES	1,105.29
=== VENDOR TOTALS ===			6,632.63			
=====						
01-52050	CJ'S THREADS LLC					
I-25437		VESEY UNIFORM ALLOWANCE	176.50			
11/19/2025	AP	DUE: 11/19/2025 DISC:		1099: N		
		VESEY UNIFORM ALLOWANCE		010 5-041-515	CLOTHING	176.50
=== VENDOR TOTALS ===			176.50			

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=====						
01-00870		COFFEYVILLE FEED AND FARM SUPP				
I-945211		SCOOP CHAINSAW BAR	93.95			
11/21/2025	AP	DUE: 11/21/2025 DISC:		1099: N		
		SCOOP CHAINSAW BAR		370 5-000-520.02	DEPARTMENT SUPPLIES-MAIN	93.95
		=== VENDOR TOTALS ===	93.95			
=====						
01-52007		COFFEYVILLE PLAZA II LLC				
I-202512027560		12/25 CID SALES TAX	4,673.56			
12/01/2025	AP	DUE: 12/01/2025 DISC: 12/01/2025		1099: N		
		12/25 CID SALES TAX		570 5-001-424	CONTRACTUAL SERVICES	4,673.56
		=== VENDOR TOTALS ===	4,673.56			
=====						
01-01007		COFFEYVILLE REGIONAL MEDICAL C				
I-202512027561		12/25 SALES TAX DISTRIBUTION	90,550.71			
12/01/2025	AP	DUE: 12/01/2025 DISC: 12/01/2025		1099: N		
		12/25 SALES TAX DISTRIBUTION		560 5-000-424	CONTRACTUAL AGREEMENTS	90,550.71
		=== VENDOR TOTALS ===	90,550.71			
=====						
01-52130		COLLINS AUTO SALVAGE				
I-COLLINS 11-12-25		SEAT BOTTOMS & STEERING COVER	75.00			
11/12/2025	AP	DUE: 11/12/2025 DISC:		1099: N		
		SEAT BOTTOMS & STEERING COVER		010 5-163-680	VEHICLE-PARTS	75.00
		=== VENDOR TOTALS ===	75.00			
=====						
01-57405		COX BUSINESS SERVICES				
I-103384601 NOV 25		NOV 25 PHONES 001101210338460	1,260.36			
11/29/2025	AP	DUE: 12/14/2025 DISC: 12/14/2025		1099: N		
		NOV 25 PHONES 0011012103384601		800 5-030-416	COMMUNICATIONS	1,260.36
		=== VENDOR TOTALS ===	1,260.36			
=====						
01-57405		COX BUSINESS SERVICES				
I-103390501		NOV 25 PHONES 001101210339050	2,346.17			
11/19/2025	AP	DUE: 12/04/2025 DISC: 12/04/2025		1099: N		
		NOV 25 PHONES 0011012103390501		010 5-091-416	COMMUNICATIONS	2,346.17
		=== VENDOR TOTALS ===	2,346.17			

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-----ID-----			GROSS	P.O. #		
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=====						
01-52572		CRYSTAL LAKE FISHERIES, INC.				
I-20994		RAINBOW TROUT STOCKING	2,002.50			
11/17/2025	AP	DUE: 11/17/2025 DISC:		1099: N		
		RAINBOW TROUT STOCKING		110 5-760-520	DEPARTMENT SUPPLIES	2,002.50
		=== VENDOR TOTALS ===	2,002.50			
=====						
01-10245		DEBBIE SMITH				
I-2025-DS - 01		JAN-L FINAL	4,797.00			
11/21/2025	AP	DUE: 11/21/2025 DISC:		1099: N		
		JAN-L FINAL		640 5-000-455.06	HISTORICAL DOWNTOWN GRAN	4,797.00
		=== VENDOR TOTALS ===	4,797.00			
=====						
01-52884		DELTA DENTAL OF KANSAS, INC.				
I-100573		DENTAL CLAIMS THRU 11-13-25	3,710.00			
11/14/2025	AP	DRAFT 11/15/2025		1099: N		
		DENTAL CLAIMS THRU 11-13-25		350 5-716-310	HEALTH INSURANCE	3,710.00
I-95542		DENTAL CLAIMS PAID THRU 10/23	1,493.40			
10/24/2025	AP	DRAFT 10/24/2025		1099: N		
		DENTAL CLAIMS PAID THRU 10/23		350 5-716-310	HEALTH INSURANCE	1,493.40
I-98843		DENTAL CLAIMS THRU 11/6/25	2,277.00			
11/07/2025	AP	DRAFT 11/07/2025		1099: N		
		DENTAL CLAIMS THRU 11/6/25		350 5-716-310	HEALTH INSURANCE	2,277.00
		=== VENDOR TOTALS ===	7,480.40			
=====						
01-01175		DIGITAL CONNECTIONS, INC.				
I-69304		GEN 2 MAINT AGRMNT & COPIES	38.84			
11/26/2025	AP	DUE: 11/26/2025 DISC:		1099: N		
		GEN 2 MAINT AGRMNT & COPIES		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	38.84
I-69341		COPIER MAINTENANCE AGREEMENT	81.66			
12/01/2025	AP	DUE: 12/01/2025 DISC:		1099: N		
		COPIER MAINTENANCE AGREEMENT		900 5-046-448	EQUIPMENT-RENTAL/SERVICE	81.66
		=== VENDOR TOTALS ===	120.50			

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=====						
01-01220	DOLLAR TIRE STORE					
I-90787		TRAILER REPAIR	17.00			
11/10/2025	AP	DUE: 11/10/2025 DISC:		1099: N		
		TRAILER REPAIR		010 5-062-575	TIRES & TUBES	17.00
I-90906		TIRE REPAIR	17.00			
11/15/2025	AP	DUE: 11/15/2025 DISC:		1099: N		
		TIRE REPAIR		010 5-023-575	TIRES & TUBES	17.00
I-90909		TIRE REPAIR	17.00			
11/15/2025	AP	DUE: 12/15/2025 DISC: 12/15/2025		1099: N		
		TIRE REPAIR		010 5-023-575	TIRES & TUBES	17.00
I-90948		TIRE REPLACEMENT	63.00			
11/18/2025	AP	DUE: 11/18/2025 DISC:		1099: N		
		TIRE REPLACEMENT		370 5-000-575	TIRES & TUBES	63.00
		=== VENDOR TOTALS ===	114.00			
=====						
01-53081	DUNCAN & ALLEN					
I-48435		10/25 LEGAL SERVICES - CRNF	12,167.00			
11/25/2025	AP	DUE: 11/25/2025 DISC:		1099: Y		
		10/25 LEGAL SERVICES - CRNF		800 5-022-478	PROFESSIONAL SERVICES	12,167.00
		=== VENDOR TOTALS ===	12,167.00			
=====						
01-53219	ELECTRICAL TRAINING ALLIANCE					
I-56020647		Y2 BOOKS - B WHITSON	472.84			
11/17/2025	AP	DUE: 11/17/2025 DISC:		1099: N		
		Y2 BOOKS - B WHITSON		800 5-020-428	CONFERENCES-SCHOOLS	472.84
		=== VENDOR TOTALS ===	472.84			
=====						
01-53315	EQUIPMENTSHARE.COM, INC.					
I-5951245-000		CLAMP AND SUPPORT 1067	213.45			
10/20/2025	AP	DUE: 10/20/2025 DISC:		1099: N		
		CLAMP AND SUPPORT 1067		900 5-026-620	EQUIPMENT MAINTENANCE	213.45
		=== VENDOR TOTALS ===	213.45			

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=====						
01-53435	FASTENAL COMPANY					
I-KSCOF118043		AA BATTERY	20.09			
9/15/2025	AP	DUE: 9/15/2025 DISC:		1099: N		
		AA BATTERY		800 5-030-505	BATTERIES-NON VEHICLES	20.09
I-KSCOF118334		FENDER WASHERS HEX SCREWS	28.66			
11/13/2025	AP	DUE: 11/13/2025 DISC:		1099: N		
		FENDER WASHERS HEX SCREWS		010 5-163-520	DEPARTMENT SUPPLIES	28.66
I-KSCOF118370		HEX NUT X 25	22.23			
11/20/2025	AP	DUE: 11/20/2025 DISC:		1099: N		
		HEX NUT X 25		800 5-020-520	DEPARTMENT SUPPLIES	22.23
I-KSCOF118373		ZIP TIES	27.63			
11/21/2025	AP	DUE: 11/21/2025 DISC:		1099: N		
		ZIP TIES		760 5-000-520	DEPARTMENT SUPPLIES	27.63
I-KSCOF118375		SHOE SPIKES & MECHANIC GLOVES	54.39			
11/24/2025	AP	DUE: 11/24/2025 DISC:		1099: N		
		SHOE SPIKES & MECHANIC GLOVES		010 5-163-515	CLOTHING	54.39
		=== VENDOR TOTALS ===	153.00			
=====						
01-53552	FIRST RESPONDER OUTFITTERS-CAR					
I-188974-1		UNIFORM SHIRT HAGEBUSCH	92.47			
11/25/2025	AP	DUE: 11/25/2025 DISC:		1099: N		
		UNIFORM SHIRT HAGEBUSCH		010 5-023-515	CLOTHING	92.47
		=== VENDOR TOTALS ===	92.47			
=====						
01-50174	FLEET FUELS					
I-SI-31407		GAS 318 GAL DIESEL 97 GAL	1,115.28			
10/08/2025	AP	DUE: 10/08/2025 DISC:		1099: N		
		GAS 318 GAL DIESEL 97 GAL		370 5-000-545	MOTOR FUELS/LUBRICANTS	1,115.28
I-SI-31448		GASOLINE 195 GALLONS	516.76			
10/09/2025	AP	DUE: 10/09/2025 DISC:		1099: N		
		GASOLINE 195 GALLONS		370 5-000-545	MOTOR FUELS/LUBRICANTS	516.76
		=== VENDOR TOTALS ===	1,632.04			

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=====						
01-53587		FOLEY INDUSTRIES, INC.				

I-PS210142959		RADIATOR	738.66			
11/11/2025	AP	DUE: 11/11/2025 DISC:		1099: N		
		RADIATOR		800 5-020-680	VEHICLE-PARTS	738.66

I-SS310053234		THERMOSTAT PENN ST GENERATOR	399.71			
11/21/2025	AP	DUE: 11/21/2025 DISC:		1099: N		
		THERMOSTAT PENN ST GENERATOR		900 5-027-620	EQUIPMENT MAINTENANCE	399.71

I-SS310053235		THERMOST/COOLANT SHALE PIT GE	1,367.64			
11/21/2025	AP	DUE: 11/21/2025 DISC:		1099: N		
		THERMOST/COOLANT SHALE PIT GEN		900 5-027-620	EQUIPMENT MAINTENANCE	1,367.64
=== VENDOR TOTALS ===			2,506.01			
=====						
01-01410		FOUR STATE MAINTENANCE SUPPLY,				

I-693626-1		HANDCLEANER	88.07			
11/14/2025	AP	DUE: 11/14/2025 DISC:		1099: N		
		HANDCLEANER		010 5-062-520	DEPARTMENT SUPPLIES	88.07

I-694152		CUPS & TOWELS	174.82			
11/18/2025	AP	DUE: 11/18/2025 DISC:		1099: N		
		CUPS & TOWELS		800 5-030-520	DEPARTMENT SUPPLIES	174.82
=== VENDOR TOTALS ===			262.89			
=====						
01-54011		GRAINGER				

I-9717455290		STOP BUTTON - PALLET JACK PP	86.48			
11/19/2025	AP	DUE: 11/19/2025 DISC:		1099: N		
		STOP BUTTON - PALLET JACK PP		800 5-030-620	EQUIPMENT MAINTENANCE	86.48
=== VENDOR TOTALS ===			86.48			
=====						
01-54032		GRAYBAR ELECTRIC COMPANY, INC.				

I-9351072547		ADAPTER HOLDER X 25	3,867.44			
11/17/2025	AP	DUE: 11/17/2025 DISC:		1099: N		
		ADAPTER HOLDER X 25		720 5-000-520	DEPARTMENT SUPPLIES	3,867.44
=== VENDOR TOTALS ===			3,867.44			

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=====						
01-54103	GREEN COUNTRY	EMERGENCY PHYS G				
I-801-9921230		INMATE ER-GLASGOW 25-1240	98.48			
9/26/2025	AP	DUE: 9/26/2025 DISC:		1099: Y		
		INMATE ER-GLASGOW 25-1240		010 5-023-478	PROFESSIONAL SERVICES	98.48
I-801-9921350-2		INMATE ER-SMITH 25-1240	98.48			
11/20/2025	AP	DUE: 11/20/2025 DISC:		1099: Y		
		INMATE ER-SMITH 25-1240		010 5-023-478	PROFESSIONAL SERVICES	98.48
I-801-9939830-2		INMATE ER-SALES 25-1251	40.48			
9/26/2025	AP	DUE: 9/26/2025 DISC:		1099: Y		
		INMATE ER-SALES 25-1251		010 5-023-478	PROFESSIONAL SERVICES	40.48
		=== VENDOR TOTALS ===	237.44			
=====						
01-01617	GRUNDY'S	AUTOMOTIVE				
I-GRUNDY'S 11-17-202		COIL REPLACEMENT SCAN & LABOR	152.05			
11/17/2025	AP	DUE: 11/17/2025 DISC:		1099: Y		
		COIL REPLACEMENT SCAN & LABOR		010 5-023-690	VEHICLE-LABOR	80.00
		IGNITION COIL & SPARK PLUGS		010 5-023-680	VEHICLE-PARTS	72.05
		=== VENDOR TOTALS ===	152.05			
=====						
01-01680	HALL, LEVY, DEVORE, BELL,					
I-NOV 25 LEGAL SERV		NOV 25 LEGAL SERVICES	4,027.50			
11/19/2025	AP	DUE: 11/19/2025 DISC:		1099: Y		
		NOV 25 LEGAL SERVICES		010 5-013-478	PROFESSIONAL SERVICES	4,027.50
I-NOV 25 PROSECUTOR		NOV 25 CITY PROSECUTOR	2,070.00			
11/19/2025	AP	DUE: 11/19/2025 DISC:		1099: Y		
		NOV 25 CITY PROSECUTOR		010 5-013-478	PROFESSIONAL SERVICES	2,070.00
		=== VENDOR TOTALS ===	6,097.50			
=====						
01-54323	HAWKINS, INC.					
I-7269817		CHLORINE & POLYMER	9,186.11			
12/01/2025	AP	DUE: 12/01/2025 DISC:		1099: N		
		CHLORINE & POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	9,186.11
		=== VENDOR TOTALS ===	9,186.11			

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=====						
01-54605		HUBER & ASSOCIATES, INC.				
I-CW244727		MANAGED SERVICES - MONTHLY	15,700.00			
11/17/2025	AP	DUE: 11/17/2025 DISC:		1099: N		
		MANAGED SERVICES - MONTHLY		010 5-018-424	CONTRACTUAL AGREEMENTS	15,700.00
I-CW244885		SOFTWARE FOR MANAGED SERVICES	1,314.37			
11/19/2025	AP	DUE: 11/19/2025 DISC:		1099: N		
		SOFTWARE FOR MANAGED SERVICES		010 5-018-520	DEPARTMENT SUPPLIES	1,314.37
I-CW245009-33705		TEAMS FOR CITY EMPLOYEES	110.40			
11/30/2025	AP	DUE: 11/30/2025 DISC:		1099: N		
		TEAMS FOR CITY EMPLOYEES		010 5-018-520	DEPARTMENT SUPPLIES	110.40
		=== VENDOR TOTALS ===	17,124.77			
=====						
01-54630		HUGO'S INDUSTRIAL SUPPLY, INC.				
I-344440		GUEST LOUNGE CHAIRS	847.73			
11/12/2025	AP	DUE: 11/12/2025 DISC:		1099: N		
		GUEST LOUNGE CHAIRS		900 5-026-845	OFFICE FURNITURE & EQUIP	374.73
		TALL STOOL - DESK CHAIR		900 5-036-845	OFFICE FURNITURE & EQUIP	473.00
		=== VENDOR TOTALS ===	847.73			
=====						
01-54685		IBT, INC.				
I-30186792		WIDE INNER RING BEARING	79.92			
9/18/2025	AP	DUE: 10/18/2025 DISC: 10/18/2025		1099: N		
		WIDE INNER RING BEARING		370 5-000-620	EQUIPMENT MAINTENANCE	79.92
I-30222428		O-RING X 5	23.50			
11/26/2025	AP	DUE: 11/26/2025 DISC:		1099: N		
		O-RING X 5		800 5-030-520	DEPARTMENT SUPPLIES	23.50
		=== VENDOR TOTALS ===	103.42			
=====						
01-54965		INTERNATIONAL CODE COUNCIL, IN				
I-Q15.000036557		INTL BUILDING CODES SUB	170.00			
9/22/2025	AP	DUE: 9/22/2025 DISC:		1099: N		
		INTL BUILDING CODES SUB		010 5-057-444	SUBSCRIPTIONS	170.00
		=== VENDOR TOTALS ===	170.00			

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=====						
01-55178	JACKSON CIVIL LLC					
I-WWTP LAGOON #5		PAY 5 LAGOON LINER R2449 R255	68,491.31			
12/04/2025	AP	DUE: 12/04/2025 DISC:		1099: Y		
		PAY 5 LAGOON LINER R2449 R2558		910 5-611-862	PLANT IMPROVEMENTS	68,491.31
		=== VENDOR TOTALS ===	68,491.31			
=====						
01-03669	JIMMY BRADSHAW					
I-J BRADSHAW 12-1-25		UNIFORM REIMBURSEMENT	113.93			
12/01/2025	AP	DUE: 12/01/2025 DISC:		1099: N		
		UNIFORM REIMBURSEMENT		010 5-041-515	CLOTHING	113.93
		=== VENDOR TOTALS ===	113.93			
=====						
01-55235	JOHNSTONE SUPPLY					
I-561-S2276949.003		BLOWER MOTOR	244.42			
11/20/2025	AP	DUE: 11/20/2025 DISC:		1099: N		
		BLOWER MOTOR		010 5-077-520	DEPARTMENT SUPPLIES	244.42
		=== VENDOR TOTALS ===	244.42			
=====						
01-01642	JON'S TIRE & WHEEL LLC					
I-22341		TIRE REPAIR & DISPOSAL V1634	24.00			
9/01/2025	AP	DUE: 9/01/2025 DISC:		1099: Y		
		TIRE REPAIR & DISPOSAL V1634		010 5-023-575	TIRES & TUBES	24.00
I-24443		ROVELA TIRE X 2	347.95			
12/02/2025	AP	DUE: 12/02/2025 DISC:		1099: Y		
		ROVELA TIRE X 2		800 5-030-575	TIRES & TUBES	347.95
		=== VENDOR TOTALS ===	371.95			
=====						
01-55695	KANSAS GOLF AND TURF, INC.					
I-01-354394		HYDRAULIC PUMP 1693	1,274.91			
11/24/2025	AP	DUE: 11/24/2025 DISC:		1099: N		
		HYDRAULIC PUMP 1693		370 5-000-620	EQUIPMENT MAINTENANCE	1,274.91
		=== VENDOR TOTALS ===	1,274.91			

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=====						
01-02070	KANSAS	LUMBER COMPANY				
I-401174		PFISTER PARK RESTROOM	231.70			
11/20/2025	AP	DUE: 11/20/2025 DISC:		1099: N		
		PFISTER PARK RESTROOM		630 5-000-842.15	MISCELLANEOUS PARK IMPRO	231.70
I-401752		HINGE FOR PD BACK DOOR	31.98			
11/20/2025	AP	DUE: 11/20/2025 DISC:		1099: N		
		HINGE FOR PD BACK DOOR		010 5-023-610	BUILDING MAINTENANCE	31.98
		=== VENDOR TOTALS ===	263.68			
=====						
01-00670	KANSAS	STATE TREASURER				
I-95460-1		REVENUE BOND SERIES 2020-B	537,177.50			
11/26/2025	AP	DRAFT 11/26/2025		1099: N		
		REVENUE BOND SERIES 2020-B		820 5-830-910	BONDS-INTEREST	537,177.50
I-95460-2		TAXABLE GO BOND SERIES 2018-A	201,200.63			
11/26/2025	AP	DRAFT 11/26/2025		1099: N		
		TAXABLE GO BOND SERIES 2018-A		820 5-832-910	BONDS-INTEREST	201,200.63
I-95460-3		GO BOND SERIES 2016-A	29,432.50			
11/26/2025	AP	DRAFT 11/26/2025		1099: N		
		GO BOND SERIES 2016-A		530 5-000-910	BONDS-INTEREST	29,432.50
		=== VENDOR TOTALS ===	767,810.63			
=====						
01-59960	KANSAS	STATE TREASURER				
I-96241		NOV 25 COURT FEES & SURCHARGE	2,193.13			
12/02/2025	AP	DUE: 12/02/2025 DISC:		1099: N		
		NOV 25 COURT FEES & SURCHARGES		010 5-013-460	PAYMENTS TO STATE AGENCY	2,193.13
		=== VENDOR TOTALS ===	2,193.13			
=====						
01-02469	KEVIN	MIDGETT				
I-K MIDGETT 11/26/25		EMT RECERTIFICATION	30.00			
11/26/2025	AP	DUE: 11/26/2025 DISC:		1099: N		
		EMT RECERTIFICATION		010 5-041-486	TAXES, LICENSES, PERMITS	30.00
		=== VENDOR TOTALS ===	30.00			

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=====						
01-57332		KOEHN CONSTRUCTION SERVICES LL				
I-23-PF-020 #6		PAY APP #6 - MULTI-USE TRAIL	37,927.29			
11/20/2025	AP	DUE: 11/20/2025 DISC:		1099: N		
		PAY APP #6 - MULTI-USE TRAIL		520 5-220-478	PROFESSIONAL SERVICES	37,927.29
		=== VENDOR TOTALS ===	37,927.29			
=====						
01-56125		KU PUBLIC MANAGEMENT CENTER				
I-314D0DD8		PUBLIC MANAGER TRNG - K TAYLO	4,100.00			
12/01/2025	AP	DUE: 12/01/2025 DISC:		1099: N		
		PUBLIC MANAGER TRNG - K TAYLOR		800 5-020-428	CONFERENCES-SCHOOLS	4,100.00
		=== VENDOR TOTALS ===	4,100.00			
=====						
01-51350		LOCHNER				
I-TO0618476 - 3		PAY 3FINAL PIA REPORT R-25-07	15,400.00			
11/04/2025	AP	DUE: 11/04/2025 DISC:		1099: N		
		PAY 3FINAL PIA REPORT R-25-07		340 5-000-478	PROFESSIONAL SERVICES	15,400.00
I-TO0718476 - 5		PAY 5 MILL/OVERLAY R-25-60	9,525.00			
11/04/2025	AP	DUE: 11/04/2025 DISC:		1099: N		
		PAY 5 MILL/OVERLAY R-25-60		340 5-000-478	PROFESSIONAL SERVICES	9,525.00
		=== VENDOR TOTALS ===	24,925.00			
=====						
01-56500		LOCKE SUPPLY COMPANY				
I-56899557-00		HEATER - PP UNDER BOILER	1,306.30			
11/20/2025	AP	DUE: 11/20/2025 DISC: 11/20/2025		1099: N		
		HEATER - PP UNDER BOILER		800 5-030-620	EQUIPMENT MAINTENANCE	1,369.16
		PROMPT PAY DISCOUNT		800 5-030-620	EQUIPMENT MAINTENANCE	62.86CR
		=== VENDOR TOTALS ===	1,306.30			
=====						
01-10277		MAINTAINX INC				
I-28IO1EVQ-0007		WORK ORDER SOFTWARE	336.30			
11/14/2025	AP	DUE: 11/14/2025 DISC:		1099: N		
		WORK ORDER SOFTWARE		010 5-077-424	CONTRACTUAL AGREEMENTS	336.30
		=== VENDOR TOTALS ===	336.30			

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-----ID-----		GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME----- DISTRIBUTION
=====					
01-10280	MERITAIN HEALTH				
I-14980 DEC 25		DEC 25 LIFE INSURANCE PREMIUM	43,408.57		
12/01/2025	AP	DUE: 12/01/2025 DISC:		1099: N	
		DEC 25 LIFE INSURANCE PREMIUM		350 5-716-310	HEALTH INSURANCE 364.00
		DEC 25 HLTH INSURANCE PREMIUM		350 5-718-310	LIFE INSURANCE 43,044.57
=== VENDOR TOTALS ===			43,408.57		

=====					
01-56878	MERITAIN HEALTH				
I-14980 11-03-25		HEALTH CLAIMS THRU 11-4-25	13,978.92		
11/04/2025	AP	DRAFT 11/04/2025		1099: N	
		HEALTH CLAIMS THRU 11-4-25		350 5-716-310	HEALTH INSURANCE 13,978.92
I-14980 11-11-25		HEALTH CLAIMS THRU 11-11-25	51,526.72		
11/12/2025	AP	DRAFT 11/12/2025		1099: N	
		HEALTH CLAIMS THRU 11-11-25		350 5-716-310	HEALTH INSURANCE 51,526.72
I-14980 11-18-25		HEALTH CLAIMS THRU 11-18-25	48,392.91		
11/19/2025	AP	DRAFT 11/19/2025		1099: N	
		HEALTH CLAIMS THRU 11-18-25		350 5-716-310	HEALTH INSURANCE 48,392.91
I-14980 11-24-25		HEALTH CLAIMS THRU 11-25-25	43,288.41		
11/25/2025	AP	DRAFT 12/05/2025		1099: N	
		HEALTH CLAIMS THRU 11-25-25		350 5-716-310	HEALTH INSURANCE 43,288.41
=== VENDOR TOTALS ===			157,186.96		

=====					
01-56909	METRO COURIER, INC.				
I-75428		WATER SAMPLE SHIPPING	23.75		
11/15/2025	AP	DUE: 11/15/2025 DISC:		1099: N	
		WATER SAMPLE SHIPPING		900 5-036-478	PROFESSIONAL SERVICES 23.75
=== VENDOR TOTALS ===			23.75		

=====					
01-57100	MIDWEST MINERALS, LLC				
I-824384		AB3 800 BLK MINNESOTA	331.00		
11/19/2025	AP	DUE: 11/19/2025 DISC:		1099: N	
		AB3 800 BLK MINNESOTA		010 5-163-565	ROCK-SAND-DIRT 331.00
I-825411		AB3 1814 WALDEN	183.24		
11/25/2025	AP	DUE: 11/25/2025 DISC:		1099: N	
		AB3 1814 WALDEN		900 5-026-565	ROCK-SAND-DIRT 183.24
=== VENDOR TOTALS ===			514.24		

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=====						
01-52422		MONTGOMERY COUNTY CHRONICLE				
I-1708		CDBG sewer public notice	195.50			
11/06/2025	AP	DUE: 11/06/2025 DISC:		1099: N		
		CDBG sewer public notice		010 5-057-482	PUBLIC NOTICES	195.50
		=== VENDOR TOTALS ===	195.50			
=====						
01-57280		MONTGOMERY COUNTY DEPARTMENT O				
I-COPD 11/25		NOV 25 PRISONER BOARDING	1,100.00			
12/01/2025	AP	DUE: 12/01/2025 DISC:		1099: N		
		NOV 25 PRISONER BOARDING		010 5-023-478	PROFESSIONAL SERVICES	1,100.00
		=== VENDOR TOTALS ===	1,100.00			
=====						
01-57315		MONTGOMERY COUNTY PUBLIC WORKS				
I-25-007		SYCAMORE CREEK TREE MULCHING	4,500.00			
11/21/2025	AP	DUE: 11/21/2025 DISC:		1099: N		
		SYCAMORE CREEK TREE MULCHING		010 5-163-478	PROFESSIONAL SERVICES	4,500.00
		=== VENDOR TOTALS ===	4,500.00			
=====						
01-57320		MONTGOMERY COUNTY REGISTER OF				
I-Landbank 11/25		QUIT CLAIM RECORDING FEE	97.00			
11/14/2025	AP	DUE: 11/14/2025 DISC:		1099: N		
		QUIT CLAIM RECORDING FEE		010 5-057-486	TAXES, LICENSES, PERMITS	21.00
		1516 S ELM RECORDING FEE		010 5-057-486	TAXES, LICENSES, PERMITS	38.00
		1518 S ELM RECORDING FEE		010 5-057-486	TAXES, LICENSES, PERMITS	38.00
		=== VENDOR TOTALS ===	97.00			
=====						
01-57311		MONTGOMERY COUNTY RWD 2C				
I-11328 NOV 25		OCT-NOV 25 WATER-PFISTER FTN	91.93			
11/30/2025	AP	DUE: 11/30/2025 DISC:		1099: N		
		OCT-NOV 25 WATER-PFISTER FTN		010 5-062-494	UTILITIES	91.93
		=== VENDOR TOTALS ===	91.93			
=====						
01-57489		NALCO COMPANY				
C-6655247268		CREDIT RETURN - 6603658368	1,759.38CR			
12/14/2025	AP	DUE: 12/14/2025 DISC: 12/14/2025		1099: N		
		CREDIT RETURN - 6603658368		800 5-030-525	CHEMICALS/FERTILIZERS/SE	1,759.38CR
		=== VENDOR TOTALS ===	1,759.38CR			

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=====						
01-57502	NIEL HOTELS LLC					
I-202512027562		12/25 CID SALES TAX	4,154.97			
12/01/2025	AP	DUE: 12/01/2025 DISC: 12/01/2025		1099: N		
		12/25 CID SALES TAX		570 5-000-424	CONTRACTUAL AGREEMENTS	4,154.97
		=== VENDOR TOTALS ===	4,154.97			
=====						
01-02720	O'REILLY AUTOMOTIVE, INC.					
I-0144-262711		COOLANT HOSE	15.96			
11/18/2025	AP	DUE: 11/18/2025 DISC:		1099: N		
		COOLANT HOSE		720 5-000-680	VEHICLE-PARTS	15.96
I-0144-262749		AIR FILTER	125.50			
11/18/2025	AP	DUE: 11/18/2025 DISC:		1099: N		
		AIR FILTER		800 5-020-680	VEHICLE-PARTS	125.50
I-0144-262770		STARTER SWITCH FOR GRASS PUMP	18.99			
11/18/2025	AP	DUE: 11/18/2025 DISC:		1099: N		
		STARTER SWITCH FOR GRASS PUMP		010 5-041-680	VEHICLE-PARTS	18.99
I-0144-263077		OIL FILTER 1069	48.12			
11/20/2025	AP	DUE: 11/20/2025 DISC:		1099: N		
		OIL FILTER 1069		010 5-163-680	VEHICLE-PARTS	48.12
I-0144-264414		RADIATOR 1251	277.44			
12/01/2025	AP	DUE: 12/01/2025 DISC:		1099: N		
		RADIATOR 1251		010 5-163-680	VEHICLE-PARTS	277.44
I-0144-264433		COOLANT HOSES 1251	89.63			
12/01/2025	AP	DUE: 12/01/2025 DISC:		1099: N		
		COOLANT HOSES 1251		010 5-163-680	VEHICLE-PARTS	89.63
		=== VENDOR TOTALS ===	575.64			
=====						
01-02715	OPTIC SHOP					
I-5345		SAFETY GLASSES T ROSSON	375.00			
10/21/2025	AP	DUE: 10/21/2025 DISC:		1099: Y		
		SAFETY GLASSES T ROSSON		900 5-026-570	SAFETY EQUIPMENT	375.00
		=== VENDOR TOTALS ===	375.00			

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=====						
01-58037		PACE ANALYTICAL SERVICES LLC				
I-2560237883		MONTHLY DISCHARGE ANALYSIS	355.70			
11/14/2025	AP	DUE: 11/14/2025 DISC:		1099: N		
		MONTHLY DISCHARGE ANALYSIS		900 5-037-478	PROFESSIONAL SERVICES	355.70
I-2560238216		MONTHLY DISCHARGE ANALYSIS	447.10			
11/20/2025	AP	DUE: 11/20/2025 DISC:		1099: N		
		MONTHLY DISCHARGE ANALYSIS		900 5-037-478	PROFESSIONAL SERVICES	447.10
I-2560238376		WEEKLY WW TESTING	308.40			
11/24/2025	AP	DUE: 11/24/2025 DISC:		1099: N		
		WEEKLY WW TESTING		900 5-037-478	PROFESSIONAL SERVICES	308.40
I-2560238391		WEEKLY WW TESTING	275.30			
11/24/2025	AP	DUE: 11/24/2025 DISC:		1099: N		
		WEEKLY WW TESTING		900 5-037-478	PROFESSIONAL SERVICES	275.30
I-2560238741		WEEKLY TESTING	281.60			
12/01/2025	AP	DUE: 12/01/2025 DISC:		1099: N		
		WEEKLY TESTING		900 5-037-478	PROFESSIONAL SERVICES	281.60
I-2560238746		WEEKLY TESTING	308.40			
12/01/2025	AP	DUE: 12/01/2025 DISC:		1099: N		
		WEEKLY TESTING		900 5-037-478	PROFESSIONAL SERVICES	308.40
		=== VENDOR TOTALS ===	1,976.50			
=====						
01-58508		PROTECH SKILLS INSTITUTE				
I-2415544		LINEMAN APPR SUBSCRIPTION	142.07			
11/30/2025	AP	DUE: 11/30/2025 DISC:		1099: N		
		LINEMAN APPR SUBSCRIPTION		800 5-020-428	CONFERENCES-SCHOOLS	142.07
		=== VENDOR TOTALS ===	142.07			
=====						
01-58610		QUALITY MOTORS OF INDEPENDENCE				
I-233085		O-RINGS	76.21			
10/21/2025	AP	DUE: 10/21/2025 DISC:		1099: N		
		O-RINGS		800 5-020-680	VEHICLE-PARTS	76.21
I-233191		OIL ADDITIVE	57.68			
11/14/2025	AP	DUE: 11/14/2025 DISC:		1099: N		
		OIL ADDITIVE		010 5-163-545	MOTOR FUELS/LUBRICANTS	57.68
		=== VENDOR TOTALS ===	133.89			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-58700	R & R PRODUCTS, INC.					
I-CD3092126		CLOSURE PLATE GASKET 1720	22.95			
11/04/2025	AP	DUE: 11/04/2025 DISC:		1099: N		
		CLOSURE PLATE GASKET 1720		370 5-000-620	EQUIPMENT MAINTENANCE	22.95
		=== VENDOR TOTALS ===	22.95			
=====						
01-03416	SERVICE OFFICE & SUPPLY, INC.					
I-4019		HAT WITH LOGO X 13	188.50			
9/22/2025	AP	DUE: 9/22/2025 DISC:		1099: N		
		HAT WITH LOGO X 13		800 5-040-515	CLOTHING	188.50
		=== VENDOR TOTALS ===	188.50			
=====						
01-59338	SF AUTOMOTIVE CHANUTE					
I-75118		WATER PUMP & THERMOSTAT	649.99			
11/06/2025	AP	DUE: 11/06/2025 DISC:		1099: Y		
		WATER PUMP & THERMOSTAT		800 5-020-680	VEHICLE-PARTS	649.99
		=== VENDOR TOTALS ===	649.99			
=====						
01-59035	SMC ELECTRIC SUPPLY					
I-51085095-00		ANTI-OXIDANT	155.07			
9/30/2025	AP	DUE: 9/30/2025 DISC:		1099: N		
		ANTI-OXIDANT		800 5-020-520	DEPARTMENT SUPPLIES	155.07
I-51085095-01		ANTI-OXIDANT	17.23			
10/02/2025	AP	DUE: 10/02/2025 DISC:		1099: N		
		ANTI-OXIDANT		800 5-020-520	DEPARTMENT SUPPLIES	17.23
		=== VENDOR TOTALS ===	172.30			
=====						
01-59900	STANION WHOLESALE ELECTRIC CO.					
I-6013356-00		WR9 COMP CONNECTOR	481.80			
12/02/2025	AP	DUE: 12/02/2025 DISC:		1099: N		
		WR9 COMP CONNECTOR		800 5-020-520	DEPARTMENT SUPPLIES	481.80
		=== VENDOR TOTALS ===	481.80			

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=====						
01-03717		STEPHENS VENDING CORPORATION/I				
I-INV69338		SYRUP	525.00			
9/01/2025	AP	DUE: 9/01/2025 DISC:		1099: N		
		SYRUP		370 5-000-507	CONCESSIONS	525.00
		=== VENDOR TOTALS ===	525.00			
=====						
01-03161		STEVENS TROPHIES & CUSTOM EMBR				
I-294		Staff Christmas Gifts	1,000.00			
11/23/2025	AP	DUE: 11/23/2025 DISC:		1099: Y		
		Staff Christmas Gifts		010 5-131-521	SPECIAL EVENTS	1,000.00
		=== VENDOR TOTALS ===	1,000.00			
=====						
01-60071		SUPERIOR EMERGENCY RESPONSE VE				
I-6261		EMERGENCY EQUIPMENT	14,375.94			
11/20/2025	AP	DUE: 11/20/2025 DISC:		1099: N		
		EMERGENCY EQUIPMENT		500 5-023-850	OTHER EQUIPMENT	14,375.94
I-6262		EMERGENCY EQUIPMENT V1744	14,375.94			
11/20/2025	AP	DUE: 11/20/2025 DISC:		1099: N		
		EMERGENCY EQUIPMENT V1744		500 5-023-850	OTHER EQUIPMENT	14,375.94
		=== VENDOR TOTALS ===	28,751.88			
=====						
01-60183		T.C. UNDERGROUND, INC.				
I-4923		BUCKEYE WATER LN BORE R-25-11	340,983.50			
9/30/2025	AP	DUE: 9/30/2025 DISC:		1099: N		
		BUCKEYE WATER LN BORE R-25-111		910 5-612-880	MAIN REPLACEMENTS	340,983.50
		=== VENDOR TOTALS ===	340,983.50			
=====						
01-60197		TANTALUS SYSTEMS, INC.				
I-AM2026-190		TUNET SOFTWARE SUPPORT ELEC	28,246.70			
11/24/2025	AP	DUE: 11/24/2025 DISC:		1099: N		
		TUNET SOFTWARE SUPPORT ELEC		800 5-040-813	COMPUTER SOFTWARE	16,697.82
		TUNET SOFTWARE SUPPORT WATER		900 5-046-813	COMPUTER SOFTWARE	11,548.88
		=== VENDOR TOTALS ===	28,246.70			

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=====						
01-03770		THOMPSON BROTHERS SUPPLIES, IN				
I-912938		COMPRESSED HYDROGEN & NITRO	621.70			
11/13/2025	AP	DUE: 11/13/2025 DISC:		1099: N		
		COMPRESSED HYDROGEN & NITRO		800 5-030-525	CHEMICALS/FERTILIZERS/SE	621.70
I-913308		SAFETY GLASSES	8.41			
11/18/2025	AP	DUE: 11/18/2025 DISC:		1099: N		
		SAFETY GLASSES		800 5-020-570	SAFETY EQUIPMENT	8.41
I-913471		COMPRESSED HYDROGEN & NITRO	281.00			
11/20/2025	AP	DUE: 11/20/2025 DISC:		1099: N		
		COMPRESSED HYDROGEN & NITRO		800 5-030-525	CHEMICALS/FERTILIZERS/SE	281.00
I-913759		OXYGEN ACETYLENE	43.20			
11/25/2025	AP	DUE: 11/25/2025 DISC:		1099: N		
		OXYGEN ACETYLENE		900 5-036-525	CHEMICALS/FERTILIZERS/SE	43.20
		=== VENDOR TOTALS ===	954.31			
=====						
01-10405		TINYMDM				
I-TINYMDM-33172		TINYMDM LICENSES (10)	240.00			
12/04/2025	AP	DUE: 1/03/2026 DISC: 1/03/2026		1099: N		
		TINYMDM LICENSES (10)		010 5-018-520	DEPARTMENT SUPPLIES	240.00
		=== VENDOR TOTALS ===	240.00			
=====						
01-50100		TITLEIST				
I-921739729		GOLF GLOVES CUSTOM	978.07			
11/07/2025	AP	DUE: 11/07/2025 DISC: 11/07/2025		1099: N		
		GOLF GLOVES CUSTOM		370 5-000-508	PRO SHOP SUPPLIES	1,007.32
		PROMPT PAY DISCOUNT 1-6-25		370 5-000-508	PRO SHOP SUPPLIES	29.25CR
		=== VENDOR TOTALS ===	978.07			
=====						
01-03810		TOOL SUPPLY, INC.				
I-0109048-00		WEDGE ANCHOR	61.93			
11/17/2025	AP	DUE: 11/17/2025 DISC:		1099: N		
		WEDGE ANCHOR		800 5-030-520	DEPARTMENT SUPPLIES	61.93
I-0109088-00		PLIERS	38.33			
11/24/2025	AP	DUE: 11/24/2025 DISC:		1099: N		
		PLIERS		800 5-030-580	TOOLS	38.33
		=== VENDOR TOTALS ===	100.26			

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=====						
01-60410		TOTAH COMMUNICATIONS, INC.				
I-0000000863	12/25	DEC 25 E911 - TYRO	28.04			
12/01/2025	AP	DUE: 12/01/2025 DISC:		1099: N		
		DEC 25 E911 - TYRO		510 5-000-416	COMMUNICATIONS	28.04
=====						
I-00000001875	DEC 25	DEC 25 E911 - LIBERTY	28.04			
12/01/2025	AP	DUE: 12/01/2025 DISC:		1099: N		
		DEC 25 E911 - LIBERTY		510 5-000-416	COMMUNICATIONS	28.04
=====						
		=== VENDOR TOTALS ===	56.08			
=====						
01-03840		TRI-STATE ELECTRIC SUPPLY COMP				
I-1122-1017310		CORD CONNECTOR	55.11			
11/21/2025	AP	DUE: 11/21/2025 DISC:		1099: N		
		CORD CONNECTOR		800 5-030-520	DEPARTMENT SUPPLIES	55.11
=====						
I-1122-1017311		CABLE & BUTT SPLICE	131.79			
11/21/2025	AP	DUE: 11/21/2025 DISC:		1099: N		
		CABLE & BUTT SPLICE		800 5-020-520	DEPARTMENT SUPPLIES	131.79
=====						
I-1122-1017329		"2 1/2"" PVC CONDUIT X 2000'"	3,558.80			
11/18/2025	AP	DUE: 11/18/2025 DISC: 11/18/2025		1099: N		
		"2 1/2"" PVC CONDUIT X 2000'"		800 5-020-820	CONDUIT	3,591.60
		PROMPT PAY DISCOUNT 12-10-25		800 5-020-820	CONDUIT	32.80CR
=====						
I-1122-1017425		FITTINGS FOR STOVE INSTALL	503.46			
11/26/2025	AP	DUE: 11/26/2025 DISC: 11/26/2025		1099: N		
		FITTINGS FOR STOVE INSTALL		800 5-030-520	DEPARTMENT SUPPLIES	508.11
		PROMPT PAY DISCOUNT 12-10-25		800 5-030-520	DEPARTMENT SUPPLIES	4.65CR
=====						
		=== VENDOR TOTALS ===	4,249.16			
=====						
01-54772		TYLER TECHNOLOGIES, INC.				
I-025-535028		BILL PAY ONLINE COMPONENT	1,277.58			
12/01/2025	AP	DUE: 12/01/2025 DISC:		1099: N		
		BILL PAY ONLINE COMPONENT		010 5-017-424	CONTRACTUAL AGREEMENTS	300.08
		CODE & INSPECTIONS SUPPORT		010 5-045-424	CONTRACTUAL AGREEMENTS	488.75
		CODE & INSPECTIONS SUPPORT		010 5-077-424	CONTRACTUAL AGREEMENTS	488.75
=====						
		=== VENDOR TOTALS ===	1,277.58			

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=====						
01-60865		UCI UTILITY CONSULTANTS, INC.				
C-38042-C		REVERSE INCORRECT INV 38042	150.00CR			
9/30/2025	AP	DUE: 9/30/2025 DISC: 9/30/2025		1099: N		
		REVERSE INCORRECT INV 38042		010 5-062-478	PROFESSIONAL SERVICES	85.00CR
		REVERSE INCORRECT INV 38042		010 5-023-478	PROFESSIONAL SERVICES	65.00CR
		=== VENDOR TOTALS ===	150.00CR			
=====						
01-60670		UNITED ENGINES LLC				
I-2298668		ALTERNATOR FOR #1509	2,517.49			
10/07/2025	AP	DUE: 10/07/2025 DISC:		1099: N		
		ALTERNATOR FOR #1509		010 5-041-680	VEHICLE-PARTS	2,517.49
		=== VENDOR TOTALS ===	2,517.49			
=====						
01-60726		UPS				
I-00001652XV475		B&L & SD MYERS	86.95			
11/22/2025	AP	DUE: 11/22/2025 DISC:		1099: N		
		B&L & SD MYERS		800 5-020-550	OFFICE SUPPLIES	86.95
		=== VENDOR TOTALS ===	86.95			
=====						
01-61042		WARTSILA NORTH AMERICA, INC.				
I-1102332161		PRECHAMBER TIP	22,927.66			
11/18/2025	AP	DUE: 11/18/2025 DISC:		1099: N		
		PRECHAMBER TIP		800 5-030-620	EQUIPMENT MAINTENANCE	22,927.66
		=== VENDOR TOTALS ===	22,927.66			
=====						
01-10401		WESTLAKE ACE HARDWARE				
I-21500069		yard marker & paint	41.59			
11/04/2025	AP	DUE: 11/04/2025 DISC:		1099: N		
		yard marker & paint		010 5-023-520	DEPARTMENT SUPPLIES	41.59
I-21500320		PIPE THREAD SEAL	14.22			
11/13/2025	AP	DUE: 11/13/2025 DISC:		1099: N		
		PIPE THREAD SEAL		800 5-030-520	DEPARTMENT SUPPLIES	14.22
I-21500662		PIPE & ADAPTER - BOILER	6.58			
11/26/2025	AP	DUE: 11/26/2025 DISC:		1099: N		
		PIPE & ADAPTER - BOILER		800 5-030-520	DEPARTMENT SUPPLIES	6.58
I-21500671		PIPE - BOILER HEATER	17.99			
11/26/2025	AP	DUE: 11/26/2025 DISC:		1099: N		
		PIPE - BOILER HEATER		800 5-030-520	DEPARTMENT SUPPLIES	17.99

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-10401	WESTLAKE ACE	HARDWARE (** CONTINUED **)				
I-21500680		FASTENERS	1.56			
11/26/2025	AP	DUE: 11/26/2025 DISC:		1099: N		
		FASTENERS		800 5-020-520	DEPARTMENT SUPPLIES	1.56
I-21500682		FASTENERS	1.71			
11/26/2025	AP	DUE: 11/26/2025 DISC:		1099: N		
		FASTENERS		800 5-030-520	DEPARTMENT SUPPLIES	1.71
I-21500741		TOILET SEAT	31.99			
12/01/2025	AP	DUE: 12/01/2025 DISC:		1099: N		
		TOILET SEAT		800 5-030-610	BUILDING MAINTENANCE	31.99
I-21500742		TAX ON TOILET SEAT	3.04			
12/01/2025	AP	DUE: 12/01/2025 DISC:		1099: N		
		TAX ON TOILET SEAT		800 5-030-610	BUILDING MAINTENANCE	3.04
I-21500769		BATTERIES 9V	15.99			
12/01/2025	AP	DUE: 12/01/2025 DISC:		1099: N		
		BATTERIES 9V		010 5-091-520	DEPARTMENT SUPPLIES	15.99
I-21500792		DUP KEYS & NEW DOORKNOBS	20.93			
12/02/2025	AP	DUE: 12/02/2025 DISC:		1099: N		
		DUP KEYS & NEW DOORKNOBS		010 5-163-520	DEPARTMENT SUPPLIES	20.93
		=== VENDOR TOTALS ===	155.60			
=====						
01-50170	WEX BANK/PHILLIPS	66				
I-109068674		NOV 25 FUEL CHARGES	14,201.67			
12/01/2025	AP	DUE: 12/26/2025 DISC: 12/26/2025		1099: N		
		ANIMAL CONTROL		010 5-025-545	MOTOR FUELS/LUBRICANTS	139.07
		CODE ENFORCEMENT		010 5-045-545	MOTOR FUELS/LUBRICANTS	53.19
		ELECTRIC ADMINISTRATION		800 5-040-545	MOTOR FUELS/LUBRICANTS	195.82
		ELECTRIC DISTRIBUTION		800 5-020-545	MOTOR FUELS/LUBRICANTS	2,099.82
		ELECTRIC GENERATION		800 5-030-545	MOTOR FUELS/LUBRICANTS	419.72
		ENGINEERING		010 5-071-545	MOTOR FUELS/LUBRICANTS	108.41
		FACILITIES		010 5-077-545	MOTOR FUELS/LUBRICANTS	393.01
		FIRE DEPARTMENT		010 5-041-545	MOTOR FUELS/LUBRICANTS	822.33
		PARKS		010 5-062-545	MOTOR FUELS/LUBRICANTS	161.77
		POLICE DEPARTMENT		010 5-023-545	MOTOR FUELS/LUBRICANTS	3,957.41
		PUBLIC SERVICE		010 5-163-545	MOTOR FUELS/LUBRICANTS	3,044.70
		STORMWATER		760 5-000-545	MOTOR FUELS/LUBRICANTS	752.57
		WASTEWATER COLLECTION		900 5-027-545	MOTOR FUELS/LUBRICANTS	479.50
		WASTEWATER TREATMENT		900 5-037-545	MOTOR FUELS/LUBRICANTS	111.18
		WATER DISTRIBUTION		900 5-026-545	MOTOR FUELS/LUBRICANTS	1,071.63
		WATER TREATMENT		900 5-036-545	MOTOR FUELS/LUBRICANTS	92.17
		FIBER DEPARTMENT		720 5-000-545	MOTOR FUELS/LUBRICANTS	299.37
		=== VENDOR TOTALS ===	14,201.67			
		=== PACKET TOTALS ===	2,548,380.97			

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DUE TO/FROM ACCOUNTS SUPPRESSED

*** T O T A L S ***

INVOICE TOTALS 2,550,290.35
DEBIT MEMO TOTALS 0.00
CREDIT MEMO TOTALS 1,909.38CR

BATCH TOTALS 2,548,380.97

*** G/L ACCOUNT TOTALS ***

					=====LINE ITEM=====			=====GROUP BUDGET=====		
BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL	BUDGET	OVER	ANNUAL	BUDGET	OVER
					BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE	BUDG
2025		010-0-320	PAYROLL DEDUCTION RECEIV	251.85						
		010-1-115	ACCOUNTS PAYABLE POOLED	57,020.26-*						
		010-5-013-460	PAYMENTS TO STATE AGENCY	2,193.13	36,750	12,824.50		168,607	89,131.50	
		010-5-013-478	PROFESSIONAL SERVICES	6,097.50	112,800	57,132.00		168,607	85,227.13	
		010-5-015-490	TRAVEL EXPENSE REIMBURSE	901.27	1,250	614.74-	Y	39,650	17,065.62	
		010-5-015-520	DEPARTMENT SUPPLIES	59.13	500	2,157.24-	Y	700	4,165.99-	Y
		010-5-017-424	CONTRACTUAL AGREEMENTS	300.08	92,948	11,739.79		217,959	65,964.26-	Y
		010-5-017-550	OFFICE SUPPLIES	82.25	1,000	1,435.38-	Y	8,940	2,490.34	
		010-5-017-845	OFFICE FURNITURE & EQUIP	146.11	0	4,197.08-	Y	1,000	3,225.41-	Y
		010-5-018-424	CONTRACTUAL AGREEMENTS	15,700.00	19,000	50,879.12-	Y	20,370	56,576.03-	Y
		010-5-018-520	DEPARTMENT SUPPLIES	1,774.96	400	44,503.51-	Y	1,500	50,717.24-	Y
		010-5-023-478	PROFESSIONAL SERVICES	1,272.44	20,000	830.34-	Y	85,774	33,511.23-	Y
		010-5-023-494	UTILITIES	159.86	1,000	1,197.41-	Y	85,774	32,398.65-	Y
		010-5-023-515	CLOTHING	92.47	8,500	1,846.82		106,550	6,760.32	
		010-5-023-520	DEPARTMENT SUPPLIES	41.59	9,500	3,415.44		106,550	6,811.20	
		010-5-023-545	MOTOR FUELS/LUBRICANTS	3,957.41	50,000	4,380.34-	Y	106,550	2,895.38	
		010-5-023-575	TIRES & TUBES	58.00	5,000	969.51		106,550	6,794.79	
		010-5-023-610	BUILDING MAINTENANCE	31.98	5,860	1,921.66		16,860	2,243.41-	Y
		010-5-023-680	VEHICLE-PARTS	100.85	6,000	2,618.85-	Y	16,860	2,312.28-	Y
		010-5-023-690	VEHICLE-LABOR	80.00	4,000	1,551.73-	Y	16,860	2,291.43-	Y
		010-5-025-545	MOTOR FUELS/LUBRICANTS	139.07	4,000	2,925.23		4,800	541.65	
		010-5-041-486	TAXES,LICENSES,PERMITS	30.00	1,000	106.72		83,782	46,774.54	
		010-5-041-494	UTILITIES	159.83	2,500	1,419.05		83,782	46,644.71	
		010-5-041-515	CLOTHING	460.43	9,550	3,649.21		46,800	13,618.88	
		010-5-041-545	MOTOR FUELS/LUBRICANTS	832.56	12,500	1,237.46-	Y	46,800	13,246.75	
		010-5-041-680	VEHICLE-PARTS	2,621.34	12,000	3,758.66-	Y	25,702	11,346.74-	Y
		010-5-045-424	CONTRACTUAL AGREEMENTS	488.75	10,760	5,298.75		16,842	5,196.59	
		010-5-045-545	MOTOR FUELS/LUBRICANTS	53.19	2,000	1,028.64		5,882	4,150.77	
		010-5-057-444	SUBSCRIPTIONS	170.00	0	170.00-	Y	0	7,600.82-	Y
		010-5-057-482	PUBLIC NOTICES	195.50	0	195.50-	Y	0	7,626.32-	Y
		010-5-057-486	TAXES,LICENSES,PERMITS	97.00	0	329.00-	Y	0	7,527.82-	Y

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** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
		010-5-062-478	PROFESSIONAL SERVICES	85.00-	0	214,391.73-	Y	0	216,845.22-	Y
		010-5-062-494	UTILITIES	91.93	0	162.42-	Y	0	217,022.15-	Y
		010-5-062-520	DEPARTMENT SUPPLIES	88.07	0	10,402.60-	Y	0	65,857.96-	Y
		010-5-062-545	MOTOR FUELS/LUBRICANTS	161.77	0	29,193.54-	Y	0	65,931.66-	Y
		010-5-062-575	TIRES & TUBES	17.00	0	4,292.18-	Y	0	65,786.89-	Y
		010-5-071-545	MOTOR FUELS/LUBRICANTS	108.41	3,500	824.39		8,758	5,960.30	
		010-5-077-424	CONTRACTUAL AGREEMENTS	825.05	0	7,542.55-	Y	0	9,169.26-	Y
		010-5-077-520	DEPARTMENT SUPPLIES	244.42	0	13,854.54-	Y	0	20,295.35-	Y
		010-5-077-545	MOTOR FUELS/LUBRICANTS	393.01	0	3,382.86-	Y	0	20,443.94-	Y
		010-5-091-416	COMMUNICATIONS	2,346.17	0	4,566.46-	Y	32,000	17,412.46	
		010-5-091-520	DEPARTMENT SUPPLIES	15.99	45,000	40,470.20		45,642	41,112.20	
		010-5-091-521	SPECIAL EVENTS	28.47	42	13.53		45,642	41,099.72	
		010-5-131-521	SPECIAL EVENTS	3,378.22	4,500	9,181.32-	Y	17,550	16,163.91-	Y
		010-5-163-478	PROFESSIONAL SERVICES	4,500.00	20,000	8,273.05		74,262	54,222.50	
		010-5-163-515	CLOTHING	54.39	3,500	453.96		336,300	108,669.69	
		010-5-163-520	DEPARTMENT SUPPLIES	64.13	40,000	29,714.02		336,300	108,659.95	
		010-5-163-525	CHEMICALS/FERTILIZERS/SE	1,988.34	15,000	11,054.23		336,300	106,735.74	
		010-5-163-545	MOTOR FUELS/LUBRICANTS	3,102.38	55,000	941.20		336,300	105,621.70	
		010-5-163-565	ROCK-SAND-DIRT	331.00	40,000	6,255.50		336,300	108,393.08	
		010-5-163-590	VEHICLE-EQUIP SUPPLIES	305.54	4,000	2,075.46-	Y	336,300	108,418.54	
		010-5-163-680	VEHICLE-PARTS	512.42	30,000	8,084.77		78,000	32,521.52	
		110-1-115	ACCOUNTS PAYABLE POOLED	2,002.50-*						
		110-5-760-520	DEPARTMENT SUPPLIES	2,002.50	5,000	1,007.50-	Y	5,000	1,007.50-	Y
		340-1-115	ACCOUNTS PAYABLE POOLED	24,925.00-*						
		340-5-000-478	PROFESSIONAL SERVICES	24,925.00	0	172,440.22-	Y	0	172,440.22-	Y
		350-1-115	ACCOUNTS PAYABLE POOLED	208,075.93-*						
		350-5-716-310	HEALTH INSURANCE	165,031.36	0	1784,420.51-	Y	0	1,784,420.51-	Y
		350-5-718-310	LIFE INSURANCE	43,044.57	0	174,777.42-	Y	0	174,777.42-	Y
		360-1-115	ACCOUNTS PAYABLE POOLED	37.32-*						
		360-5-000-424	CONTRACTUAL AGREEMENTS	30.00	2,500	588.00		37,999	8,008.90-	Y
		360-5-000-590	VEHICLE-EQUIP SUPPLIES	7.32	2,000	1,819.06		260,754	71,695.47	
		370-1-115	ACCOUNTS PAYABLE POOLED	10,475.57-*						
		370-5-000-506	BEER-GOLF COURSE	281.60	13,076	717.80-	Y	116,204	2,032.52-	Y
		370-5-000-507	CONCESSIONS	525.00	14,718	8,380.81-	Y	116,204	2,275.92-	Y
		370-5-000-508	PRO SHOP SUPPLIES	978.07	9,337	4,272.88-	Y	116,204	2,728.99-	Y
		370-5-000-520.02	DEPARTMENT SUPPLIES-MAIN	93.95	1,365	479.51-	Y	116,204	1,844.87-	Y
		370-5-000-545	MOTOR FUELS/LUBRICANTS	1,632.04	11,590	3,817.52-	Y	116,204	3,382.96-	Y
		370-5-000-575	TIRES & TUBES	63.00	1,700	110.98-	Y	116,204	1,813.92-	Y
		370-5-000-610	BUILDING MAINTENANCE	5,524.13	3,080	7,915.45-	Y	22,580	5,240.68-	Y
		370-5-000-620	EQUIPMENT MAINTENANCE	1,377.78	19,500	2,031.52		22,580	1,094.33-	Y
		500-1-115	ACCOUNTS PAYABLE POOLED	120,505.63-*						
		500-5-023-850	OTHER EQUIPMENT	28,751.88	0	41,361.90-	Y	0	174,797.90-	Y
		500-5-077-805	BUILDING	91,753.75	0	281,139.82-	Y	0	319,139.82-	Y
		510-1-115	ACCOUNTS PAYABLE POOLED	56.08-*						
		510-5-000-416	COMMUNICATIONS	56.08	10,000	115,417.52-	Y	47,500	102,276.58-	Y

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** G/L ACCOUNT TOTALS **										
BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
		520-1-115	ACCOUNTS PAYABLE POOLED	96,754.69-*						
		520-5-220-478	PROFESSIONAL SERVICES	96,754.69	100,000	2115,438.72-	Y	100,000	2,115,498.72-	Y
		530-1-115	ACCOUNTS PAYABLE POOLED	29,432.50-*						
		530-5-000-910	BONDS-INTEREST	29,432.50	76,552	11,750.00		541,652	1,850.00	
		560-1-115	ACCOUNTS PAYABLE POOLED	90,550.71-*						
		560-5-000-424	CONTRACTUAL AGREEMENTS	90,550.71	904,262	229,852.31-	Y	904,262	229,852.31-	Y
		570-1-115	ACCOUNTS PAYABLE POOLED	9,293.16-*						
		570-5-000-424	CONTRACTUAL AGREEMENTS	4,373.62	55,190	7,756.01-	Y	55,190	7,756.01-	Y
		570-5-001-424	CONTRACTUAL SERVICES	4,919.54	0	46,408.95-	Y	0	46,408.95-	Y
		630-1-115	ACCOUNTS PAYABLE POOLED	231.70-*						
		630-5-000-842.15	MISCELLANEOUS PARK IMPRO	231.70	0	32,834.14-	Y	190,000	8,612.08-	Y
		640-1-115	ACCOUNTS PAYABLE POOLED	4,797.00-*						
		640-5-000-455.06	HISTORICAL DOWNTOWN GRAN	4,797.00	15,000	47,484.88-	Y	244,294	95,723.97	
		720-1-115	ACCOUNTS PAYABLE POOLED	4,215.04-*						
		720-5-000-520	DEPARTMENT SUPPLIES	3,867.44	0	118,346.62-	Y	3,542	121,562.27-	Y
		720-5-000-545	MOTOR FUELS/LUBRICANTS	299.37	1,500	1,584.38-	Y	3,542	117,994.20-	Y
		720-5-000-680	VEHICLE-PARTS	48.23	250	779.33-	Y	600	10,184.99-	Y
		760-1-115	ACCOUNTS PAYABLE POOLED	797.31-*						
		760-5-000-520	DEPARTMENT SUPPLIES	27.63	3,500	2,727.21		44,584	34,388.23	
		760-5-000-545	MOTOR FUELS/LUBRICANTS	752.57	9,000	2,554.98		44,584	33,663.29	
		760-5-000-620	EQUIPMENT MAINTENANCE	17.11	40,000	34,621.67		49,250	31,297.79	
		770-1-115	ACCOUNTS PAYABLE POOLED	5,855.00-*						
		770-5-000-478	PROFESSIONAL SERVICES	5,855.00	0	823,136.24-	Y	0	823,136.24-	Y
		800-1-115	ACCOUNTS PAYABLE POOLED	310,054.42-*						
		800-5-020-424	CONTRACTUAL AGREEMENTS	10,193.60	476,500	177,294.72		549,650	170,613.80	
		800-5-020-428	CONFERENCES-SCHOOLS	4,714.91	2,500	5,278.79-	Y	549,650	176,092.49	
		800-5-020-520	DEPARTMENT SUPPLIES	8,748.93	75,000	77,112.76-	Y	201,128	41,222.55-	Y
		800-5-020-545	MOTOR FUELS/LUBRICANTS	2,099.82	35,000	4,624.95-	Y	201,128	34,573.44-	Y
		800-5-020-550	OFFICE SUPPLIES	86.95	1,500	444.24-	Y	201,128	32,560.57-	Y
		800-5-020-570	SAFETY EQUIPMENT	8.41	5,500	414.72		201,128	32,482.03-	Y
		800-5-020-590	VEHICLE-EQUIP SUPPLIES	172.25	2,500	1,006.61		201,128	32,645.87-	Y
		800-5-020-670	RADIO MAINTENANCE	1,678.54	1,000	678.54-	Y	62,500	13,452.44-	Y
		800-5-020-680	VEHICLE-PARTS	1,867.06	15,500	681.28		62,500	13,640.96-	Y
		800-5-020-820	CONDUIT	3,558.80	8,000	10,734.51-	Y	434,000	61,597.37-	Y
		800-5-022-478	PROFESSIONAL SERVICES	12,167.00	5,000	62,025.30-	Y	3,195,000	493,965.38	
		800-5-030-416	COMMUNICATIONS	1,954.32	3,000	5,481.50-	Y	242,500	14,079.73-	Y
		800-5-030-448	EQUIPMENT-RENTAL/SERVICE	38.84	20,000	3,492.92-	Y	242,500	12,164.25-	Y
		800-5-030-494	UTILITIES	6,632.63	76,500	54,784.54-	Y	242,500	18,758.04-	Y
		800-5-030-505	BATTERIES-NON VEHICLES	20.09	200	104.82-	Y	12,822,750	3,965,009.46	
		800-5-030-520	DEPARTMENT SUPPLIES	859.32	22,950	15,839.33-	Y	12,822,750	3,964,170.23	
		800-5-030-525	CHEMICALS/FERTILIZERS/SE	856.68-	56,100	71,853.53-	Y	12,822,750	3,965,886.23	
		800-5-030-545	MOTOR FUELS/LUBRICANTS	419.72	98,000	6,194.83		12,822,750	3,964,609.83	
		800-5-030-575	TIRES & TUBES	347.95	3,000	1,453.54		12,822,750	3,964,681.60	
		800-5-030-580	TOOLS	38.33	2,500	153.11		12,822,750	3,964,991.22	
		800-5-030-610	BUILDING MAINTENANCE	35.03	3,500	19,146.85-	Y	261,500	2,143,411.24-	Y

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** G/L ACCOUNT TOTALS **									
BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL	BUDGET	OVER	ANNUAL	BUDGET OVER
					BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE BUDG
		800-5-030-620	EQUIPMENT MAINTENANCE	24,320.44	250,000	2135,352.07-	Y	261,500	2,167,696.65- Y
		800-5-040-452	INSURANCE	213,772.00	605,000	538,800.22-	Y	725,250	868,156.97- Y
		800-5-040-515	CLOTHING	188.50	500	101.19		6,980	1,628.58- Y
		800-5-040-521	SPECIAL EVENTS	94.02	1,000	4,607.26-	Y	6,980	1,534.10- Y
		800-5-040-545	MOTOR FUELS/LUBRICANTS	195.82	2,500	678.15		6,980	1,635.90- Y
		800-5-040-813	COMPUTER SOFTWARE	16,697.82	0	16,697.82-	Y	1,500	15,446.82- Y
		810-1-115	ACCOUNTS PAYABLE POOLED	392,589.16-*					
		810-5-020-830	LAMPS/STREET LIGHTING	31,459.35	25,000	369,316.29-	Y	1,528,943	8,213,361.82- Y
		810-5-020-850	OTHER EQUIPMENT	271,398.15	0	800,682.77-	Y	1,528,943	8,453,300.62- Y
		810-5-020-863	SUBSTATION IMPROVEMENTS	89,731.66	1,125,000	1084,696.86-	Y	1,528,943	8,271,634.13- Y
		820-1-115	ACCOUNTS PAYABLE POOLED	738,378.13-*					
		820-5-830-910	BONDS-INTEREST	537,177.50	888,395	647,657.50-	Y	2,288,395	647,657.50- Y
		820-5-832-910	BONDS-INTEREST	201,200.63	408,703	0.49		758,703	4,999.51- Y
		900-1-115	ACCOUNTS PAYABLE POOLED	30,127.30-*					
		900-5-026-545	MOTOR FUELS/LUBRICANTS	1,071.63	28,000	12,422.59		220,490	94,286.80
		900-5-026-550	OFFICE SUPPLIES	176.39	1,000	775.48		220,490	95,182.04
		900-5-026-565	ROCK-SAND-DIRT	183.24	20,000	14,656.28		220,490	95,175.19
		900-5-026-570	SAFETY EQUIPMENT	375.00	1,000	280.45		220,490	94,983.43
		900-5-026-590	VEHICLE-EQUIP SUPPLIES	151.56	1,500	1,006.85-	Y	220,490	95,206.87
		900-5-026-620	EQUIPMENT MAINTENANCE	213.45	10,000	5,276.56		23,400	17,687.09
		900-5-026-845	OFFICE FURNITURE & EQUIP	374.73	150	224.73-	Y	81,400	6,464.42
		900-5-027-545	MOTOR FUELS/LUBRICANTS	479.50	15,000	2,012.66		64,400	20,893.91
		900-5-027-620	EQUIPMENT MAINTENANCE	1,767.35	15,000	9,850.67		27,900	21,718.25
		900-5-036-478	PROFESSIONAL SERVICES	23.75	60,000	43,899.28		355,668	155,204.92
		900-5-036-525	CHEMICALS/FERTILIZERS/SE	10,237.31	500,000	181,500.14		516,000	173,326.93
		900-5-036-545	MOTOR FUELS/LUBRICANTS	92.17	3,500	2,451.83		516,000	183,472.07
		900-5-036-845	OFFICE FURNITURE & EQUIP	473.00	1,000	527.00		46,350	45,197.36
		900-5-037-478	PROFESSIONAL SERVICES	1,976.50	35,000	4,537.06-	Y	56,242	7,850.69
		900-5-037-545	MOTOR FUELS/LUBRICANTS	111.18	9,000	4,568.62		45,700	32,471.95
		900-5-046-448	EQUIPMENT-RENTAL/SERVICE	81.66	0	593.51-	Y	372,087	296,971.33
		900-5-046-813	COMPUTER SOFTWARE	11,548.88	0	11,548.88-	Y	500	16,474.97- Y
		900-5-047-452	INSURANCE	790.00	124,894	121,461.00		139,485	125,103.45
		910-1-115	ACCOUNTS PAYABLE POOLED	412,206.56-*					
		910-5-611-478	PROFESSIONAL SERVICES	99.50	0	239,340.24-	Y	0	239,340.24- Y
		910-5-611-862	PLANT IMPROVEMENTS	68,491.31	0	499,064.01-	Y	1,200,000	509,338.40
		910-5-612-805	BUILDING	2,632.25	0	67,970.18-	Y	0	321,859.93- Y
		910-5-612-880	MAIN REPLACEMENTS	340,983.50	0	548,688.66-	Y	0	660,211.18- Y
		999-0-999	DUE FROM OTHER FUNDS	2548,380.97 *					
		** 2025 YEAR TOTALS		2548,380.97					

PACKET: 05512 AO 25-23 TAYLOR
VENDOR SET: 01 CITY OF COFFEYVILLE
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
010	9/2025	182.96
010	10/2025	2,620.28
010	11/2025	38,220.16
010	12/2025	15,996.86
110	11/2025	2,002.50
340	11/2025	24,925.00
350	10/2025	1,493.40
350	11/2025	163,173.96
350	12/2025	43,408.57
360	11/2025	7.32
360	12/2025	30.00
370	9/2025	604.92
370	10/2025	1,632.04
370	11/2025	2,714.48
370	12/2025	5,524.13
500	11/2025	120,505.63
510	12/2025	56.08
520	11/2025	96,754.69
530	11/2025	29,432.50
560	12/2025	90,550.71
570	12/2025	9,293.16
630	11/2025	231.70
640	11/2025	4,797.00
720	11/2025	3,915.67
720	12/2025	299.37
760	11/2025	44.74
760	12/2025	752.57
770	11/2025	5,855.00
800	9/2025	363.66
800	10/2025	93.44
800	11/2025	296,811.68
800	12/2025	12,785.64
810	10/2025	89,731.66
810	11/2025	271,398.15
810	12/2025	31,459.35
820	11/2025	738,378.13
900	10/2025	588.45
900	11/2025	17,926.60
900	12/2025	11,612.25
910	9/2025	340,983.50
910	11/2025	2,731.75
910	12/2025	68,491.31

PACKET: 05512 AO 25-23 TAYLOR

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

NO ERRORS

NO WARNINGS

** END OF REPORT **

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	12/09/2025
RESOLUTION OR ORDINANCE NUMBER	R-25-132
AGENDA TITLE	A Resolution to authorize the certification of a December 2025 budget amendment for various of the budgeted City Funds.
REQUESTING DEPARTMENT	Finance Department
PRESENTER	Martin Cumings, Finance Director
FISCAL INFORMATION	Cost as recommended: N/A
	Budget Line Item: N/A
	Balance Available N/A
	New Appropriation Required: ☐ Yes ☒ No
PURPOSE	Amend the FY 2025 adopted budget
BACKGROUND	<u>Library</u>– Ad Valorem Tax Revenues were higher than anticipated in original budget, therefore the expenditures showing the assignment of these funds to the Library are higher. <u>Debt Service</u>– Total debt service values had been underestimated for 2025. <u>Aquatic Center</u>– Total business activity for the pool was higher this year, particularly in through concessions. There was also a large capital expense incurred for the painting of the pool that had not been originally budgeted. <u>CRMC and CID Sales Tax</u>– Due to increased levels of Tax collection, greater spending authority is needed for the associated expenditure. <u>Downtown Economic Development</u>– Higher grant activity than originally budgeted. Much of this will be offset through reimbursements, however in the interest assuring compliance with budget law, we need to increase budget authority in the event that the reimbursements do not occur before we close the books for the fiscal year. <u>Parks/Community Development</u>– Increases in 2025 spending over the original budget occurred due to a large

	number amount of deferred project progress (from prior years) occurring in 2025. <u>Electric Debt Service</u>– Due to an error in the original 2025 budget certification, the 2025 budget severely underprovided for the programmed debt service. This corrects that error. <u>Internet Utility</u>– After the 2025 budget was set, new directives were developed by the City Manager and Commission to increase infrastructure and operations. The now requested amendment is required for state budget compliance. <u>Golf Course</u>– There was a substantial increase in golf course business activity, resulting in a higher need for supply purchases. Additionally, the maintenance expenses increased as staff attempted to more proactively address facility repairs.
SPECIAL NOTES	Budget amendments are required to be delivered to the County Clerk on or before December 31, 2025. These amendments are necessary to comply with the State of Kansas budget law.
ANALYSIS	Regarding the amended Funds, total expenditure authority is increased from \$4,262,099 to \$9,103,598, an increase of \$4,841,499.
PUBLIC INFORMATION PROCESS	Notice of Budget Hearing was published in the Coffeyville Journal on November 27, 2025 meeting the 10-day notice period required by K.S.A. 79-2929.
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends adoption of this resolution.
REFERENCE DOCUMENTS ATTACHED	FY 2025 Amended State Budget Forms

RESOLUTION NO. R-25-132

A RESOLUTION TO AUTHORIZE THE CERTIFICATION OF THE 2025 BUDGET AMENDMENT FOR LIBRARY, DEBT SERVICE, AQUATIC CENTER, CRMC SALES TAX, CID SALES TAX, HILLCREST GOLF COURSE, DOWNTOWN ECONOMIC DEVELOPMENT, PARKS/COMMUNITY DEVELOPMENT, ELECTRIC DEBT SERVICE, AND INTERNET UTILITY FUNDS OF THE CITY OF COFFEYVILLE FOR TOTAL EXPENDITURES OF \$9,103,598.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas the Board of Commissioners shall immediately execute a Certificate to the Clerk of Montgomery County, State of Kansas, certifying a duly approved and adopted amended budget for the Library, Debt Service, Aquatic Center, CRMC Sales Tax, CID Sales Tax, Hillcrest Golf Course, Downtown Economic Development, Parks/Community Development, Electric Debt Service, and Internet Utility Funds of the City of Coffeyville for total expenditures of \$9,103,598.

BE IT FURTHER RESOLVED, that the Public Budget Hearing was held as was published in the Coffeyville Journal on November 27th, 2025; and after the Budget Hearing the amended 2025 budget for the Library, Debt Service, Aquatic Center, CRMC Sales Tax, CID Sales Tax, Hillcrest Golf Course, Downtown Economic Development, Parks/Community Development, Electric Debt Service, and Internet Utility Funds was duly approved and adopted by the Board of Commissioners.

Adopted this 9th day of December 2025

Deborah Maples, Mayor

ATTEST:

Melissa Carter, City Clerk

Approved as to form:

Paul Kritz, City Attorney

2025

**Notice of Budget Hearing for Amending the
2025 Budget**

The governing body of

City of Coffeyville

will meet on the day of 12/9/2025 at 6:30pm at City Hall for the
purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall
and will be available at this hearing.

Summary of Amendments

Fund	2025 Adopted Budget			2025 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Library	6.100	325,358	433,520	455,428
Debt Service			212,484	222,873
Aquatic Center			314,735	331,413
CRMC Sales Tax			904,262	1,200,000
CID Sales Tax			55,190	111,537
Parks & Community Development Sales Tax			190,000	575,000
Downtown Economic Development Sales Tax			244,294	374,501
Internet Utility			198,317	650,000
Electric Debt Service			1,063,795	4,500,000
Hillcrest Golf Course			645,503	682,846

Martin Cumings

Official Title: Director of Finance

ORDINANCE G-25-09

AN ORDINANCE AMENDING CHAPTER 8, SECTION 8-1, OF THE CODE OF ORDINANCES OF THE CITY OF COFFEYVILLE, KANSAS, BY INCORPORATING A COMPREHENSIVE BUILDING AND CONSTRUCTION CODE WITHIN THE CORPORATE LIMITS OF THE CITY OF COFFEYVILLE, KANSAS; AND AMENDING CHAPTER 20, ARTICLE III, DIVISION 1, SECTIONS 20-98 AND 20-99, OF THE CODE OF ORDINANCES OF THE CITY OF COFFEYVILLE, KANSAS, TO INCORPORATE THE 2024 INTERNATIONAL FIRE CODE WITHIN THE CORPORATE LIMITS OF THE CITY OF COFFEYVILLE, KANSAS.

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

Section 1. Chapter 8, Section 8-1, of the Code of Ordinances of the City of Coffeyville is hereby amended, as follows:

Sec. 8-1. - [Incorporated by reference.]

There is hereby incorporated by reference that certain building and construction code known as the “Building and Construction Code,” in booklet form, which also incorporates by reference the following specific building and construction codes, to-wit: International Building Code, 2024 Edition, published by the International Code Council, Inc.; International Residential Code, 2024 Edition, published by the International Code Council, Inc.; NFPA 70, National Electrical Code, 2023 Edition, published by the National Fire Protection Association; International Plumbing Code, 2024 Edition, published by the International Code Council, Inc.; International Mechanical Code, 2024 Edition, published by the International Code Council, Inc.; International Fuel Gas Code, 2024 Edition, published by the International Code Council, Inc.; International Property Maintenance Code, 2024 Edition, published by the International Code Council, Inc.; International Existing Building Code, 2024 Edition, published by the International Code Council, Inc.; and International Swimming Pool and Spa Code, 2018 Edition, published by the International Code Council, Inc. Not less than one copy of the Building and Construction Code shall be marked or stamped “Official Copy as Adopted by Ordinance No. G-25-___”, and to which shall be attached a copy of this ordinance [from which this section derives], and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. The engineering department and all administrative departments of the city charged with enforcement of the ordinance [from which this section derives] shall be supplied, at the cost of the city, such number of official copies of the Building and Construction Code similarly marked, as may be deemed expedient.

(Ord. No. G-21-01, § 1, 3-23-2021)

Section 2. Chapter 20, Article III, Division 1, Section 20-98, of the Code of Ordinances of the City of Coffeyville is hereby amended, as follows:

Sec. 20-98. - International Fire Code adopted and incorporated; official copy.

The 2024 International Fire Code, published by the International Code Council, Inc., other than those portions specifically deleted, modified or amended, is hereby adopted as the city's fire code and is incorporated herein by reference as if set forth in full.

(Ord. No. G-21-02, § 1, 3-23-2021)

Section 3. Chapter 20, Article III, Division 1, Section 20-99, of the Code of Ordinances of the City of Coffeyville is hereby amended, as follows:

Sec. 20-99. - Official copy.

Not less than one copy of the 2024 International Fire Code shall be marked or stamped “Official Copy as Adopted by Ordinance No. G-25-____” with all sections or portions deleted, modified, or amended clearly marked and to which one copy of this ordinance [from which this division derives] shall be affixed, shall be filed with the city clerk, shall be open to inspection, and shall be available to the public during reasonable business hours. Additional official copies shall, at the cost of the city, be supplied to those officials and agencies charged with enforcement of the city's fire code.

(Ord. No. G-21-02, § 1, 3-23-2021)

Section 4. Any conflicting ordinances, or parts thereof, are hereby repealed.

Section 5. This Ordinance shall take effect from and after publication of a summary hereof, as provided by law.

Passed and approved this 9th day of December, 2025.

Deborah Maples, Mayor

Attest:

Melissa Carter, City Clerk

Approved as to form:

Paul Kritz, City Attorney



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

MEETING DATE	December 9, 2025	
RESOLUTION OR ORDINANCE NUMBER	n/a	
AGENDA TITLE	Discussion and action to make an appointment to the Coffeyville Public Library Board of Trustees.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Melissa Carter, City Clerk	
FISCAL INFORMATION	Cost as recommended:	n/a
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	☐ Yes ☐ No
BACKGROUND	The Coffeyville Public Library Board of Trustees was established to make and adopt rules and regulations for the administration of the library. The five member Public Library Board of Trustees has one unfinished vacancy available for a term expiring April 30, 2026.	
SPECIAL NOTE	<u>Applicant</u> Karen Bone New Applicant <u>Current Board</u> <u>Term expires</u> Ronnie Akin 04/30/2026 Susan Brown 04/30/2027 Nicole Nee 04/30/2029 Sarah Owen 04/30/2027	
ANALYSIS		

PUBLIC INFORMATION PROCESS	Notice of the board opening was placed on the City's website, Channel 13, Facebook and published in the Montgomery County Chronicle for 2 weeks.
BOARD OR COMMISSION RECOMMENDATION	n/a
STAFF RECOMMENDATION	Allow applicant to make comments and appoint applicant to serve on the Public Library Board for an unfinished term expiring April 30, 2026.
REFERENCE DOCUMENTS ATTACHED	Application



CITY OF COFFEYVILLE BOARD APPLICATION

Date _____

Board: Coffeyville Public Library Board of Directors

Term: 4-Year Terms

Meeting Times: Second Thursday of each month, 5:15 p.m., Library

Purpose and Membership: To make and adopt rules and regulations for the administration of the library.

Reference: City of Coffeyville Ordinance 2-271

The seven (7) members of this Board must reside in the City of Coffeyville.

Name _____

Address _____

Phone _____ **E-mail** _____

Work Experience and Training _____

Reason for interest in Board _____

Pages may be attached to include additional information or resumes.

Signature



CITY OF COFFEYVILLE
CITY BOARD RECOMENDATIONS

Date 11/26/25

City Board Library Board

City Board recommendation for appointment(s):

Applicant Name Karen Bone

Vacancy Term 4/30/22 - 4/30/26

City Board Comments A new perspective from a community member would
be beneficial to library operations
Would love to have her join the board!

Applicant Name _____

Vacancy Term _____

City Board Comments _____

Additional Notes _____

Rachel S. Kozalke

City Board Contact Signature



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

MEETING DATE	December 9, 2025	
RESOLUTION OR ORDINANCE NUMBER	n/a	
AGENDA TITLE	Discussion and action to make appointments to the Planning Commission.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Melissa Carter, City Clerk	
FISCAL INFORMATION	Cost as recommended:	n/a
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	The City Planning Commission is authorized to make or cause to be made a comprehensive plan for the development of the city and any unincorporated territory lying outside of the city but within the same county in which the city is located, which in the opinion of the planning commission, forms the total community of which the city is a part. The plan shall constitute the basis for public action to insure a coordinated and harmonious development or redevelopment which will best promote the health, safety, morals, order, convenience, prosperity and general welfare as well as a wise and efficient expenditure of public funds.	
BACKGROUND	The seven-member Planning Commission has two positions available for terms from January 1, 2026 to January 1, 2029. One position is for applicants in City Limits, the other is for applicants outside but within 3 miles of City Limits.	

SPECIAL NOTES	<u>Applicant</u> Jeffrey McCloud Reapplying Wyatt Starnes New Applicant Max Williams Reapplying (outside city limits) <u>Current Board</u> <u>Term expires</u> Ronald Coffey 01/01/2028 Amy Heinz 01/01/2028 Justin Martin 01/01/2027 Jeffrey McCloud 01/01/2026 Rick Stevens 01/01/2028 (outside City limits) Joleen Swindell 01/01/2027 Max Williams 01/01/2026 (outside City limits)
ANALYSIS	
PUBLIC INFORMATION PROCESS	Notice of the board openings were placed on the City's website, Facebook page, Channel 13 and published in the Montgomery County Chronicle for 2 weeks.
BOARD OR COMMISSION RECOMMENDATION	n/a
STAFF RECOMMENDATION	Allow applicants present to make comments and appoint applicants to serve on the Planning Commission.
REFERENCE DOCUMENTS ATTACHED	Applications



CITY OF COFFEYVILLE BOARD APPLICATION

Date 11/4/2025

Board: Planning Commission

Term: 3-Year Terms

Meeting Times: First Tuesday of each month, 5:30 p.m., Commission Room

Purpose and Membership: To make or cause to be made a comprehensive plan for the development of the city and any unincorporated territory lying outside of the city but within the same county in which the city is located. This includes comprehensive surveys and studies of past and present conditions and trends relating to land use, population and building intensity, public facilities, transportation and transportation facilities, economic conditions, natural resources and may include any other element deemed necessary to the comprehensive plan.

Reference: City of Coffeyville Ordinance 2-325

The seven (7) member board consists of five members who are residents of the City of Coffeyville and two (2) residents living within three (3) miles of the corporate limits of the City.

Name Jeffrey L. McCloud

Address 2114 W. 5th St. Coffeyville, KS 67337

Phone 620-704-8401 E-mail marinedadjlm@gmail.com

Work Experience and Training Paraprofessional and a BA in

History

Reason for interest in Board already a board member.

Pages may be attached to include additional information or resumes.

Jeffrey L. McCloud
Signature



CITY OF COFFEYVILLE BOARD APPLICATION

Date 11/25/2025

Board: Planning Commission

Term: 3-Year Terms

Meeting Times: First Tuesday of each month, 5:30 p.m., Commission Room

Purpose and Membership: To make or cause to be made a comprehensive plan for the development of the city and any unincorporated territory lying outside of the city but within the same county in which the city is located. This includes comprehensive surveys and studies of past and present conditions and trends relating to land use, population and building intensity, public facilities, transportation and transportation facilities, economic conditions, natural resources and may include any other element deemed necessary to the comprehensive plan.

Reference: City of Coffeyville Ordinance 2-325

The seven (7) member board consists of five members who are residents of the City of Coffeyville and two (2) residents living within three (3) miles of the corporate limits of the City.

Name Wyatt Starnes

Address 512 N. Cline, Unit 0, Coffeyville, KS 67337

Phone 620-515-4346

E-mail tourism@coffeyvillechamber.org

Work Experience and Training

While I have no official experience, my current position as Director of Tourism has been able to give me a peak into planning/zoning. In my free time I am an active volunteer, serving on the Coffeyville Reawakening Advisory Board, as Secretary of the Leadership Coffeyville Board of Trustees, and as an ex-officio member on both The Midland Theater Foundation and the Coffeyville Historical Society boards.

Reason for interest in Board

As a lifelong Coffeyville resident, I'm committed to our community's growth and success. My role as Director of Tourism gives me insight into local businesses, attractions, and economic development. Serving on the planning committee would not only let me contribute that perspective but also help me gain a deeper understanding of planning and zoning to better support Coffeyville's future.

Pages may be attached to include additional information or resumes.

Wyatt Starnes

Signature



CITY OF COFFEYVILLE BOARD APPLICATION

Date 10-4-25

Board: Planning Commission

Term: 3-Year Terms

Meeting Times: First Tuesday of each month, 5:30 p.m., Commission Room

Purpose and Membership: To make or cause to be made a comprehensive plan for the development of the city and any unincorporated territory lying outside of the city but within the same county in which the city is located. This includes comprehensive surveys and studies of past and present conditions and trends relating to land use, population and building intensity, public facilities, transportation and transportation facilities, economic conditions, natural resources and may include any other element deemed necessary to the comprehensive plan.

Reference: City of Coffeyville Ordinance 2-325

The seven (7) member board consists of five members who are residents of the City of Coffeyville and two (2) residents living within three (3) miles of the corporate limits of the City.

Name MAX WILLIAMS

Address 3408 WEST FIRST

Phone 620-252-9504 E-mail FORDSFOREVER@COX.NET

Work Experience and Training BEEN ON PLANNING COMMISSION FOR

OVER 20 YEARS

Reason for interest in Board HELP OUT

Pages may be attached to include additional information or resumes.

Max Williams
Signature



CITY OF COFFEYVILLE CITY BOARD RECOMENDATIONS

Date _____

City Board _____

City Board recommendation for appointment(s):

Applicant Name _____

Vacancy Term _____

City Board Comments _____

Applicant Name _____

Vacancy Term _____

City Board Comments _____

Additional Notes _____

City Board Contact Signature

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	December 9, 2025
RESOLUTION OR ORDINANCE NUMBER	R-25-134
AGENDA TITLE	Resolution to approve unit price bids for the purchase of chemicals in 2026.
REQUESTING DEPARTMENT	Public Works (Water Services and Aquatic Center)
PRESENTER	Steve Smith, Director of Water Services
FISCAL INFORMATION	Cost as recommended:
	Budget Line Item:
	Balance Available
	New Appropriation Required: ☐ Yes ☐ No
PURPOSE	To approve unit price bids for chemicals for the Water Treatment Plant and the Aquatic Center in 2026.
BACKGROUND	The Water Treatment Plant uses a variety of chemicals to treat and distribute in excess of 1 billion gallons of water annually. The Aquatic Center uses chemicals for the operation of the pool. These chemicals are purchased throughout the year with a total approximate cost exceeding \$375,000. We have requested unit cost bids that will be honored for the entire year so we may purchase these chemicals as needed at the lowest cost to the City.
SPECIAL NOTES	
ANALYSIS	
PUBLIC INFORMATION PROCESS	

BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends approval of the Resolution to Approve Unit Price Bids for the Purchase of Chemicals in 2026.
REFERENCE DOCUMENTS ATTACHED	2026 Chemical Resolution; 2026 Chemical Bid Tab Sheet; 2026 Chemical Award – Estimated Usage

RESOLUTION NO. R-25-134

**A RESOLUTION TO APPROVE UNIT PRICE BIDS FOR THE PURCHASE OF
CHEMICALS IN 2026.**

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor be and is hereby authorized to sign a resolution approving unit price bids for the purchase of chemicals in 2026.

Adopted this 9th day of December, 2025.

Deborah Maples, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

City of Coffeyville
Bid Tab - Chemical Bids
Tuesday, December 2nd 2:00 pm

*Chemical bid in unit pricing

Water Treatment Plant

Vendor	Chlorine	Chlorine	Activated Carbon	Potassium Permanganate	Polyphosphate	Ammonium Sulfate	Hydrofluosilicic Acid	Sodium Bisulfite
	1-Ton (36)	1000-1250 lb (3)	Ton (1)	Ton (7)	55 Gal Drum (12)	Gallons (9,900)	55 g. drum (11)	Drums (25)
Kinetic Chemical						\$4.31		
Pencoco, Inc								
Brenntag	\$1,798.00	\$1,121.00	\$2,460.00	\$10,355.56	\$597.62	\$1.9941	\$374.00	\$210.00
Carus Chemical					\$714.78			
PVS Enterprise	\$2,350.00	\$2,350.00						
Baker Services						\$2.33		
Waterwise Enterprise				\$10,298.00	\$572.00	\$229.00	\$256.85	
Univar				\$10,160.00			\$360.00	\$271.184
Shannon Chemical					\$647.17			
Hawkins	\$1,900.00	\$1,200.00	\$4,000.00	\$10,300.00		\$3.03	\$245.00	\$265.00
							Discontinued Use	

*Chemical bid in unit pricing

Aquatic Center

Vendor	Liquid Chlorine 12%	Sulfuric Acid	Calcium Chloride	Sodium Bicarbonate	Hydrochloric Acid	Cyanuric Acid	Super Blue	
	Gallons (4500)	Drums (4)	Bags (30)	Bags (3)	Gallons (5)	Pounds (50)	Gallons (4)	
Kinetic Chemical								
Pencoco, Inc								
Brenntag	\$1.89							
Carus Chemical								
PVS Enterprise								
Baker Services								
Waterwise Enterprise	\$3.245	\$291.60	\$32.00	\$34.00	\$8.00	\$3.35	\$16.00	
Univar								
Shannon Chemical								
Hawkins	\$3.35	\$165.00	\$35.00	\$38.00	\$7.50	\$3.35	\$95.00	

Coffeyville Water Plant 2026 Chemical Bids Awards Sheet

<u>Chemical</u>	<u>Company</u>	<u>Cost per Unit</u>	<u>Quantity</u>	<u>Total Projected Cost</u>
Chlorine 1 Ton	Brenntag 918.273.2265	\$1,798.00	36 Tons	\$64,728.00
Chlorine 1/2 Ton	Brenntag 918.273.2265	\$1,121.00	1.5 Tons	\$1,681.50
Activated Carbon	Brenntag 918.273.2265	\$2,460.00	1 Ton	\$2,460.00
Pottasium Permanganate	Univar 206.653.5075	\$10,160.00	7 Tons	\$71,120.00
Polyphosphate 55 gal drum	Waterwise Enterprises 316.393.0625	\$572.00	12 Drums	\$6,864.00
Liquid Ammonia Sulfate Tons (AH 347)	Brenntag 918.273.2265	\$1.99	9,900 Gal.	\$19,701.00
Sodium Bisulfite 40% (600 lb drum)	Brenntag 918.273.2265	\$210.00	25 Drums	\$5,250.00
Hydrofluosilicic Acid 22% to 25%	Discontinued Use	N/A	11 drums	N/A
Polymer (AH 457) (213,000 lbs)	Hawkins 620.363.1624	\$0.80	247,833 lbs	\$198,266.40
Weighting Agent (WC7557)	Brenntag 918.273.2265	\$4.40	220 lbs	\$968.00
Polyacrylamide (WC7562)	Brenntag 918.273.2265	\$3.77	1,595 lbs	\$6,013.15

Approximate total annual cost \$377,052.05

Coffeyville Aquatic Center 2026 Chemical Bids Awards Sheet

<u>Chemical</u>	<u>Company</u>	<u>Cost per Unit</u>	<u>Quantity</u>	<u>Total Projected Cost</u>
Liquid Chlorine 12%	Brenntag 918.273.2265	\$1.89	4,500 Gal.	\$8,505.00
40% Sulfuric Acid	Hawkins 620.363.1624	\$1.65	55 Gal.	\$90.75
Calcium Chloride 77-80%	Waterwise Enterprises 316.393.0625	\$32.00	30 Bags	\$960.00
Sodium Bicarbonate	Waterwise Enterprises 316.393.0625	\$34.00	3 Bags	\$102.00
Hydrochloric Acid 20	Hawkins 620.363.1624	\$7.50	5 Gal	\$37.50
Cyanuric Acid	Hawkins 620.363.1624	\$3.35	50 lbs	\$167.50
Super Blue -- BTL Crystal Clear	Waterwise Enterprises 316.393.0625	\$16.00	4 Gal.	\$64.00
Approximate total annual cost				\$9,926.75

		CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	December 9 th , 2025		
RESOLUTION OR ORDINANCE NUMBER	R-25-135		
AGENDA TITLE	Amendment #8 for Olsson Engineering Services B-Sub Project		
REQUESTING DEPARTMENT	Electric Utility		
PRESENTER	Chris Weiner, Director of Electric Services		
FISCAL INFORMATION	Cost as recommended:	\$100,000.00	
	Budget Line Item:	810-5-020-863	
	Balance Available		
	New Appropriation Required:	☒ Yes ☐ No	
PURPOSE	Approve the eighth amendment to the engineering contract with Olsson & Associates.		

BACKGROUND	City of Coffeyville and CRNF executive teams have been working cohesively to create increased reliability and redundancy to the feed serving CRNF's system. This scope of services will have Olsson investigate a couple of design changes identified as potential cost savings opportunities. These are installing an underground duct bank system instead of the currently planned MaxiAmp Cable Trench system and to install a more economical oil containment system for the new transformers. This work is for a not-to-exceed amount of \$65,000. If the cost savings are not as significant as expected, there is an additional \$35,000 of optional engineering work included in this agreement to provide for engineering a design option for installing CRNF's 15kV service line overhead rather than underground to find additional cost savings. This plan has been discussed and approved by CRNF's executive leadership in order to try and find cost savings for the project.
SPECIAL NOTES	This full cost of this contract amendment shall be reimbursed to the City by CRNF as part of this project.
ANALYSIS	This likely will provide significant cost savings to the project and therefore the bonded amount the City will be carrying for CRNF's benefit.
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff is requesting, per CRNF approval, that the Mayor be authorized to direct the City Manager to execute amendment #8 to the engineering contract for the B-Sub project for an amount not to exceed \$100,000.00 to Olsson & Associates. These services shall be paid for by the City, then reimbursed by CRNF through the issuance of municipal bonds.

REFERENCE DOCUMENTS ATTACHED	Amendment #8 to Master Agreement Work Order Approval Email from Robby Collums, CRNF

RESOLUTION NO. R-25-135

A RESOLUTION TO APPROVE THE EIGHTH (8TH) AMENDMENT TO THE CONTRACT WITH OLSSON & ASSOCIATES FOR ENGINEERING SERVICES FOR THE CITY'S B-SUB TRANSFORMER UPGRADE PROJECT FOR AN AMOUNT NOT TO EXCEED \$100,000.

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, KS, that the City Manager is hereby authorized and directed to execute amendment #8 to the contract for engineering services for the B-Sub Transformer Upgrade project with Olsson & Associates for the City of Coffeyville Electric Utility.

ADOPTED THIS 9TH DAY OF DECEMBER 2025.

Deborah Maples, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney



AMENDMENT #8 TO MASTER AGREEMENT WORK ORDER

October 28, 2025

This AMENDMENT ("Amendment") shall amend and become a part of the Master Agreement Work Order dated March 14, 2023, between City of Coffeyville, Kansas ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Coffeyville, Kansas

Project Description: Substation B Investigation Cost Saving Options

SCOPE OF SERVICES

Olsson completed conceptual design services outlined in the original Master Service Agreement Work Order and Work Order Amendment No. 1 - 7. Client has requested that Olsson investigate potential cost savings opportunities associated with specific design options. Upon reviewing design options with Client, Olsson will provide an updated design set reflecting the chosen option.

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Phase 270 – Cost Investigation

Olsson will provide the following services:

- 1.1 Investigate design options to provide potential cost saving options to client. Design options include the following:
 - 1.1.1 Installing an underground duct bank system instead of using the MaxiAmp Cable Trench system
 - 1.1.2 Installing a more economic oil containment system for the new transformers
- 1.2 Prepare a summary of these design options and the estimated cost associated with each design.
- 1.3 Prepare limited conceptual design drawings representing the design options investigated, including but not limited to, site layouts and detail design drawings.
- 1.4 Conduct one investigation review meeting with Client at the end of the investigation to present available options and estimated cost savings associated with each design. Investigation meeting will be conducted via Microsoft Teams or in person, per Client's request. Olsson will provide digital sets of drawings and specifications to Client for review

two weeks prior to review meeting. Olsson will review Client's comments and resolve questions.

- 1.5 Update detailed drawings and technical specifications for the proposed construction work, equipment, and materials, as required. The substation drawing packet will consist of physical set and electrical set. Physical and electrical set will include the following dwg submittals for the updated Issue for Construction (IFC) design:

- 1.5.1 Site Plan
- 1.5.2 General Elevations and Sections
- 1.5.3 Miscellaneous/Equipment Details
- 1.5.4 Security Fence Plan
- 1.5.5 Security Fence Details
- 1.5.6 Grounding Plan
- 1.5.7 Grounding Details
- 1.5.8 Lightning Protection Plan
- 1.5.9 Conduit Plan
- 1.5.10 Conduit Details
- 1.5.11 Trench Plan
- 1.5.12 Conduit Schedule
- 1.5.13 Foundation Plan
- 1.5.14 Pier Foundation Details
- 1.5.15 General Structure Notes
- 1.5.16 General Arrangement Plan
- 1.5.17 Steel Performance Details
- 1.5.18 Performance Steel Dwgs
- 1.5.19 One Line
- 1.5.20 Three Line
- 1.5.21 Transformer 1/Bus Differential Panel AC Schematics
- 1.5.22 Transformer 1/Bus Differential Panel DC Schematics
- 1.5.23 Transformer 1/Bus Differential Panel Wiring Diagram
- 1.5.24 Transformer 1/Bus Differential Panel Layout Dwgs
- 1.5.25 Transformer 2/Bus Differential Panel AC Schematics
- 1.5.26 Transformer 2/Bus Differential Panel DC Schematics
- 1.5.27 Transformer 2/Bus Differential Panel Wiring Diagram
- 1.5.28 Transformer 2/Bus Differential Panel Layout Dwgs
- 1.5.29 RTU Panel DC Schematics
- 1.5.30 RTU Panel Wiring Diagram
- 1.5.31 Control Enclosure Layouts
- 1.5.32 Control Enclosure Wiring
- 1.5.33 Transformer 1 and 2 Manufacturing Dwgs
- 1.5.34 Circuit Breaker Manufacturing Dwgs
- 1.5.35 Cable Schedule
- 1.5.36 Bill of Materials

- 1.6 Conduct one design review meeting with Client after design completion to present updated IFC set. Review meeting will be conducted via Microsoft Teams or in person, per Client's request. Olsson will provide digital sets of drawings and specifications to Client for review two weeks prior to review meeting. Olsson will review Client's comments and resolve questions.

ADDITIONAL DESIGN OPTIONS

- Olsson will include a design option for installing overhead 15kV line for low voltage side of transformer connections for an additional fee of \$35,000, if requested by Client.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Estimated Schedule per Receipt of Signed Amendment and Notice to Proceed (NTP)

Anticipated Start Date:	11/03/2025
Anticipated Investigation Completion Date:	11/24/2025
Investigation Review Meeting:	12/01/2025
Anticipated Design Completion Date:	12/22/2025
Design Review Meeting:	12/25/2025

<u>Phase Description</u>	<u>Calendar Days</u>
--------------------------	----------------------

Investigation for Cost Savings	52 days from receipt of NTP
--------------------------------	-----------------------------

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this Amendment. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services for Phase 270 will be provided on a time-and-expense basis not to exceed Sixty-Five Thousand Dollars (\$65,000.00).

If Client elects to include the additional design option for 15kV overhead line design, \$35,000 will be added to the time-and-expense basis of this Amendment.

ASSUMPTIONS AND CLARIFICATIONS

- Olsson will seal and stamp updates to the IFC deliverables.
- Olsson's investigation of the designs described in Scope of Services is exploratory only. It does not create an obligation or guarantee of any specific cost reductions. Market cost of labor, material, and a changing economy are variables that can have unforeseen impacts on the costs of goods and services.
- Drawing deliverables and cost investigation limited to details described in the Scope of Services.

- If Client approves the additional design option, Olsson may adjust the completion schedule as necessary to include this additional portion of the Scope of Services.
- NTP date and all following dates will be modified according to the date this Amendment is signed by all parties. Additionally, Project completion is subject to receipt and completion of thermal resistivity testing. Client and Olsson will adjust schedule as needed to account for receipt of thermal resistivity test data for proper analysis of duct bank option.

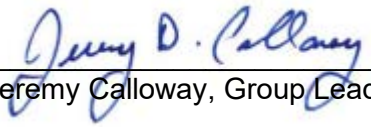
TERMS AND CONDITIONS OF SERVICE

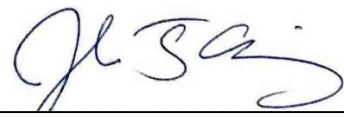
We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Mike Shook.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy of your files and return an executed original to Olsson via email aparadise@olsson.com. This proposal will be open for acceptance for a period of 10 days, unless changed by us in writing.

OLSSON, INC.

By 
Jeremy Callaway, Group Leader

By 
John T. Henning, Energy Market Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

CITY OF COFFEYVILLE, KANSAS

By _____
Signature

Print Name _____

Title _____

Dated: _____

Attachments

Labor Billing Rate Schedule

Reimbursable Expense Schedule

From: [Collums, Robby L.](#)
To: [Chris Weiner](#)
Subject: RE: [External] RE: Coffeyville KS Transformer Replacement Amd #8 | 023-01265
Date: Monday, November 24, 2025 2:43:50 PM
Attachments: [image002.png](#)
[image003.png](#)

Chris,

Yes as we agreed to find the potential savings.

Robby Collums

V.P. & General Manager
Coffeyville Resources Nitrogen Fertilizers, LLC
P.O. Box 5000
701 E. Martin Street
Coffeyville, KS 67337
Office – 620-252-4621
Mobile – 918-766-6851

From: Chris Weiner <cweiner@coffeyville.com>
Sent: Monday, November 24, 2025 2:08 PM
To: Collums, Robby L. <rlcollums@CVREnergy.com>
Subject: FW: [External] RE: Coffeyville KS Transformer Replacement Amd #8 | 023-01265

Hey Robby,

Will you let me know if you approve of this? Before I take it to Commission I want to make sure you are on board.

Thank you!

Christopher T. Weiner
Executive Director of Electric Services
City of Coffeyville, Kansas
620-688-9905



From: Adriel Paradise <aparadise@olsson.com>
Sent: Monday, November 24, 2025 8:09 AM
To: Collums, Robby L. <rlcollums@cvrenergy.com>; Chris Weiner <cweiner@coffeyville.com>
Cc: 023-01265 <023-01265@olsson.com>; Jeff Waldrip <jwaldrip@olsson.com>; Jeff Edson <jedson@olsson.com>; Jeremy Calloway <jcalloway@olsson.com>; Heidie Stock <hstock@olsson.com>; Kevin Mersberg <kmersberg@coffeyville.com>; Lyons, Justin M.

<jmlyons@cvrenergy.com>; Amy Taylor <ATaylor@coffeyville.com>

Subject: [External] RE: Coffeyville KS Transformer Replacement Amd #8 | 023-01265

CAUTION: This e-mail originated from outside of the City of Coffeyville organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Chris, Robby, just wanted to follow up on this amendment agreement for looking into cost savings. Also, we just received the thermal resistivity testing back as well that will aid us in properly sizing the cable for the duct bank. Thanks

-Adriel

From: Adriel Paradise

Sent: Tuesday, October 28, 2025 1:26 PM

To: Collums, Robby L. <rcollums@cvrenergy.com>; Chris Weiner <cweiner@coffeyville.com>

Cc: 023-01265 <023-01265@olsson.com>; Jeff Waldrip <jwaldrip@olsson.com>; Jeff Edson

<jedson@olsson.com>; Jeremy Calloway <jcalloway@olsson.com>; Heidie Stock

<hstock@olsson.com>; Kevin Mersberg <kmersberg@coffeyville.com>; Lyons, Justin M.

<jmlyons@cvrenergy.com>; Amy Taylor <ataylor@coffeyville.com>

Subject: Coffeyville KS Transformer Replacement Amd #8 | 023-01265

Good afternoon Chris, Robby, please see attached Amendment #8 for your review. This is the amendment regarding investigating the cost of duct bank and revised XFMR foundation design options. Please reach out if you have any questions. Thanks

Adriel Paradise

Design Technical Manager / Power Delivery

C 501.416.3308

3537 N. Steele Blvd, Suite 310

Fayetteville, AR 72703

O 479.443.3404



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

MEETING DATE	December 9, 2025	
RESOLUTION OR ORDINANCE NUMBER	R-25-136	
AGENDA TITLE	Pole Attachment Agreements	
REQUESTING DEPARTMENT	Electric	
PRESENTER	Chris Weiner	
FISCAL INFORMATION	Cost as recommended:	
	Budget Line Item:	800-5-040-478
	Balance Available	N/A
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	Execution of a Joint Use Pole Attachment Agreement between the City of Coffeyville and AT&T	
BACKGROUND	The City of Coffeyville has entered into attachment agreements with AT&T to define the guidelines for attachment of their wire-line communications equipment to City of Coffeyville owned utility poles. These agreements define the rules set forth including any associated fees charged per attachment.	
SPECIAL NOTES	N/A	
ANALYSIS	Due to recent regulatory changes by the Federal Communication Commission (FCC), updating of our attachment agreements were required. As part of the review process, attachment guidelines, which include attachment fees, insurance requirements, penalties, etc., have been addressed. As well as any newly mandated rules.	

PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends Execution of the updated Joint Use Pole Attachment Agreement between the City of Coffeyville and AT&T
REFERENCE DOCUMENTS ATTACHED	AT&T – Coffeyville Joint Use Agreement Draft

RESOLUTION NO. R-25-136

A RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT USE POLE AGREEMENT BETWEEN THE CITY OF COFFEYVILLE AND AT&T FOR THE PURPOSE OF GOVERNING AND ASSESSING FEES FOR THE PLACEMENT OF LINES, ATTACHMENTS AND APPARATUS ON UTILITY POLES OWNED BY EITHER PARTY IN THE PROVISION OF ELECTRIC, DATA AND TELECOMMUNICATION SERVICES WITHIN THE CERTIFIED ELECTRIC SERVICE TERRITORY OF THE CITY OF COFFEYVILLE.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and City Clerk be and are hereby authorized and directed to execute a Joint Use Pole Agreement between the City of Coffeyville and AT&T for the purpose of governing and assessing fees for the placement of lines, attachments and apparatus on utility poles owned by either party in the provision of electric, data, and telecommunication services within the certified electric service territory of the City of Coffeyville.

ADOPTED THIS 9TH DAY OF DECEMBER 2025

Deborah Maples, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

JOINT USE POLE ATTACHMENT AGREEMENT

between

COFFEYVILLE

and

**SOUTHWESTERN BELL TELEPHONE COMPANY, INC.
D/B/A AT&T KANSAS**

This Joint Use Pole Agreement dated _____, 20____ (“Effective Date”) is made by and between the City of Coffeyville, Kansas (“City”), and Southwestern Bell Telephone Company, LLC d/b/a AT&T Kansas, a Delaware Limited Liability company, a foreign corporation authorized to do business in Kansas, (“AT&T”), each of which may be referred to in the singular as a “Party” or in the plural as the “Parties.”

Recitals

City is a municipal utility performing the essential public service of distributing electric power; and

City is responsible for safeguarding the integrity of its electric system, obtaining fair compensation for the use of its infrastructure through collection of fees and other charges, ensuring compliance with all applicable federal, state, and local laws, rules and regulations, ordinances, standards, and policies, and permitting fair and reasonable access to available capacity on City’s infrastructure; and

City and AT&T desire to place certain lines, Attachments and appurtenances on certain poles of the other Party, for the limited purpose of providing their respective services in compliance with any and all local, state or federal laws and regulations; provided that such placement of lines, Attachments and appurtenances does not materially interfere with the Pole Owner’s purposes and where in the Pole Owner’s judgment, safety and reliability will not be materially adversely affected.

Parties are willing, when they may lawfully do so, to issue one or more Permits authorizing the placement or installation of Joint User Attachments on Owner’s Poles, provided that Pole Owner may refuse, on a nondiscriminatory basis, to issue a Permit where there is insufficient Capacity or for reasons relating to safety, reliability, generally applicable engineering purposes, and/or any other Applicable Standard; and

The Parties intend that this Agreement shall replace and supersede all previous pole attachment and/or infrastructure use agreements between the Parties upon the Effective Date of this Agreement;

Therefore, in consideration of the mutual covenants, terms and conditions set out below the Parties agree as follows:

Article 1. Definitions

For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given below, unless more specifically defined within a specific Article or Paragraph of this Agreement. When not inconsistent with the context, words used in the present tense include the future and past tense, and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- 1.1 **Affiliate**: means an entity that owns or controls, is owned or controlled by, or is under common ownership or control with a Party.
- 1.2 **Agreement**: means this Joint Use Pole Agreement between City and AT&T.
- 1.3 **Applicable Standards**: means all applicable engineering and safety standards governing the installation, maintenance, and operation of Facilities and the performance of all work in or around Pole Owners’ Facilities and includes the most current versions of the National Electric Safety Code (“NESC”), the National Electrical Code (“NEC”), and the regulations of the Occupational Safety and Health Administration (“OSHA”), each of which is incorporated by reference in this Agreement, and/or other reasonable safety and engineering requirements of the Pole Owners or other federal, state, or local authority with jurisdiction over the Pole Owners’ Facilities.
- 1.4 **Attaching Entity**: means any public or private entity, including Joint User that, pursuant to a license agreement with Owner, places an Attachment on Owner’s Pole.
- 1.5 **Attachment(s)**: means Joint Users Communications, or Electrical Facilities that are placed directly on Owner’s Poles or are Overlashed onto an existing Attachment, but does not include either a Riser, Anchor, Service Drop, bonding, or grounding attached to a single Pole where Joint User has an existing Attachment on such Pole.
- 1.6 **Capacity**: means the ability of a Pole or System segment to accommodate an additional Attachment based on Applicable Standards, including space and loading considerations.
- 1.7 **Climbing Space**: means that portion of a Pole’s surface and surrounding space that is free from encumbrances to enable each Parties’ employees and contractors to safely climb, access, and work on Facilities and equipment.
- 1.8 **Communications Service**: means the transmission or receipt of voice, video, data, broadband Internet, or other forms of digital or analog signals over Communications Facilities.
- 1.9 **Correct**: means to perform work to bring an Attachment into compliance with Applicable Standards.
- 1.10 **Electric Supply Service**: means the provision and installation of electric equipment necessary to provide electricity to residential, commercial, and industrial customers.
- 1.11 **Emergency**: means a situation exists which, in the reasonable discretion of Joint User or Owner, if not remedied immediately, poses an imminent threat to public health, life, or safety, damage to property or a service outage.

- 1.12 **Equipment Attachment:** means each Joint User's power supply, amplifier, pedestal, appliance, transformer, fuse, or other single device or piece of equipment, but excluding Wireless Attachments, affixed to an Owner's Pole or Owner's Facilities.
- 1.13 **Existing Attachments:** means authorized Attachments made prior to the Effective Date of this Agreement.
- 1.14 **Facilities:** means all Poles and equipment of Owner and Joint User, including, but not limited to, electric supply equipment, fiber optic, copper, and/or coaxial cables, supporting strands, and service drops utilized to provide Electric Supply Service and Communications Service, but excluding Wireless Attachments. The term "Facility" shall include any modification approved by Owner in accordance with this Agreement.
- 1.15 **Joint User:** means the Party to this agreement who is making attachments to a Joint Use Pole owned by the other Party.
- 1.16 **Make-Ready or Make-Ready Work:** means all work that Owner reasonably determines to be required prior to Attachment by Joint User to accommodate Joint User's Attachments and/or to comply with all Applicable Standards. Such work includes, but is not limited to, rearrangement and/or transfer of Joint User Facilities or existing Attachments, inspections, engineering work, Permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), Pole replacement and construction, but does not include Joint User's routine maintenance.
- 1.17 **Occupancy:** means the use or reservation of space for Attachments on an Owner's Pole.
- 1.18 **Overlash:** means to place an additional wire or cable Facility onto an existing Attached Facility.
- 1.19 **Owner:** means the Party to this Agreement which owns the Pole.
- 1.20 **Parties or Party:** means signatories to this Agreement referred to as Owner, Joint User, City or AT&T.
- 1.21 **Pedestals/Vaults/Enclosures:** means above- or below-ground housings that are not attached to Joint Use Poles but are used to enclose a cable/wire splice, power supplies, amplifiers, passive devices, and/or to provide a service connection point.
- 1.22 **Permit:** means written or electronic authorization by Owner for Joint User to make or maintain Attachments to specific Joint Use Poles pursuant to the requirements of this Agreement. Joint User's Attachments made prior to the Effective Date and authorized by Owner (aka: Existing Attachments) shall be deemed Permitted Attachments hereunder.
- 1.23 **Pole:** means a pole owned or controlled by an Owner that is used for the distribution of electricity and/or Communications Service and is capable of supporting Attachments for the Joint User's Facilities.
- 1.24 **Post-Construction Inspection:** means the inspection by Owner or Joint User or some combination of both to verify that the Attachments have been made in accordance with Applicable Standards and the Permit.

- 1.25 **Pre-Construction Survey:** means all work or operations required by Applicable Standards and/or Owner to determine the Make-Ready Work necessary to accommodate Joint User Facilities on a Pole. Such work includes, but is not limited to, a pole loading study, field inspection and administrative processing.
- 1.26 **Reserved Capacity:** means capacity or space on a Pole that an Owner has identified and reserved for its own future requirements at the time of the Permit grant, including the installation of communications circuits for operation of City's electric system.
- 1.27 **Riser:** means metallic or plastic encasement materials placed vertically on the Pole to guide and protect wires and cables.
- 1.28 **Service Drop:** means cables, wires, and strands that serve to connect a customer to the service provider's distribution network to provide service to said customer.
- 1.29 **Tag:** means to place distinct markers on wires and cables, coded by color or other means specified by the Owners and/or applicable federal, state, or local regulations that will readily identify the type of Attachment (*e.g.*, cable TV, telephone, high-speed broadband data, and public safety) and its owner.
- 1.30 **Unauthorized Attachment:** means any Attachment placed on an Owner's Pole(s) without such authorization as is required by this Agreement, provided the Joint User's Existing Attachments shall not be considered Unauthorized Attachments.
- 1.31 **Wireless Attachments:** means any Facility or Equipment Attachment used to provide wireless communications.

Article 2. Scope of Agreement

- 2.1 **Grant of License.** Subject to the provisions of this Agreement, Owner grants Joint User a revocable, nonexclusive license authorizing Joint User to install and maintain Attachments to Owner's Poles. Unless otherwise agreed, this Agreement does not authorize the use of City's transmission structures (other than those with distribution under build).
- 2.2 **No Wireless Attachments.** This Agreement does not contemplate or authorize the Attachment of wireless equipment to the Owners' Poles, and such use will only be allowed pursuant to a separately negotiated wireless pole attachment agreement or rider hereto.
- 2.3 **Parties Bound by Agreement.** City and AT&T agree to be bound by all provisions of this Agreement.
- 2.4 **Permit Issuance Conditions.** Pole Owner will issue one or more Permit(s) to Joint User only when Owner determines, in its sole judgment, exercised reasonably, that (i) it has sufficient Capacity to accommodate the requested Attachment(s), (ii) Joint User meets all requirements set forth in this Agreement, and (iii) such Permit(s) comply with all Applicable Standards.
- 2.5 **Reserved Capacity.** Access to the communications space on City's Poles will be made available to AT&T with the understanding that certain Poles may be subject to Reserve Capacity for City's future service needs, and access to the primary and secondary electrical space on AT&T's Poles will be made available to City with the understanding that certain Poles may be subject to Reserve Capacity for AT&T's future service needs. In such instances, at the time of Permit issuance, Owner

shall notify Joint User if Capacity on particular Poles is being Reserved for reasonably foreseeable future ~~electrical~~^[RA1]^[PS2] service needs. For Attachments made with notice of such a Reservation of Capacity, on giving Joint User at least ninety (90) days prior notice, Owner may reclaim such Reserved Capacity at any time following the installation of Joint User's Attachment(s). Owner shall give Joint User the option to remove its Attachment(s) from the affected Pole(s) or to pay for the cost of any Make-Ready Work needed to expand Capacity for Owner's service requirements, so that Joint User can maintain its Attachment(s) on the affected Pole(s). The allocation of the cost of any such Make-Ready Work (including the transfer, rearrangement, or relocation of third-party Attachments) shall be determined in accordance with Article 10. Joint User shall not be required to bear any of the costs of rearranging or replacing its Attachment(s), if such rearrangement or replacement is required as a result of an additional Attachment or the modification of an Existing Attachment sought by any third-party Attaching Entity.

- 2.6 **No Interest in Property.** No use, however lengthy, of any of Owner's Poles or Facilities, and no payment of any fees or charges required under this Agreement, shall create or vest in Joint User any easement or other ownership or property right of any nature in any portion of such Poles or Facilities. Neither this Agreement, nor any Permit granted under this Agreement, shall constitute an assignment of any of Owner's rights to Owner's Facilities, except as provided in Article 17.
- 2.7 **Joint User's Right to Attach.** Nothing in this Agreement, other than a Permit issued pursuant to Article 6, shall be construed as granting Joint User any right to Attach Joint User Facilities to any specific Pole(s) owned by the other Party.
- 2.8 **Owners' Rights over Poles.** The Parties agree that this Agreement does not in any way limit Owners' rights to locate, operate, maintain, or remove their Poles in the manner that will best enable them to fulfill their service requirements or to comply with any federal, state, or local legal requirement.
- 2.9 **Expansion of Capacity.** Pole Owner will take reasonable steps to expand Pole Capacity when necessary to accommodate Joint User's request for Attachment. Notwithstanding the foregoing sentence, nothing in this Agreement shall be construed to require Owner to install, retain, extend, or maintain any Pole for use when such Pole is not needed for Owner's own service requirements. All costs incurred by Owner to expand Pole Capacity when necessary to accommodate Joint User's request for Attachment shall be paid by the requesting Joint User.
- 2.10 **Other Agreements.** Except as expressly provided in this Agreement, nothing in this Agreement shall limit, restrict, or prohibit Owner from fulfilling any agreement or arrangement regarding its Poles into which Owner has previously entered with others not party to this Agreement.
- 2.11 **Permitted Uses.** This Agreement is limited to the uses specifically stated in the recitals set forth above and no other use shall be allowed without Owner's express written consent to such use.
- 2.12 **Overlapping.** The following provisions apply to Overlapping:
- 2.12.1 Joint User shall obtain a Permit for each Overlapping, in accordance with the requirements of Article 6. Overlapping will be limited to fiber cables and only on a permanent basis. Absent such authorization, Overlapping constitutes an Unauthorized Attachment under Article 21.

- 2.12.2** Permits for Overlashing by Joint User shall not be withheld by Owner if such Overlashing can be done consistent with Applicable Standards, subject to any notice regarding Reserve Capacity pursuant to Article 2.5. Authorized Overlashing to accommodate Attachments shall not increase the Annual Attachment Fee paid pursuant to Appendix A. Joint User shall, however, be responsible for all Make-Ready Work and other charges associated with the Overlashing. Joint User shall not have to pay a separate Annual Attachment Fee for such Overlashed Attachment.
- 2.12.3** At Joint User's request, Owner may allow Overlashing to accommodate facilities of a third party, not an Affiliate of Joint User. In such circumstances, the third party must enter into a License Agreement with Owner, obtain a Permit(s), and pay a separate Attachment Fee (Appendix A) as well as the costs of all necessary Make-Ready Work required to accommodate the Overlashing. Owner shall not grant such Permit(s) to third parties allowing Overlashing of Joint User's Facilities without Joint User's consent. Authorized Overlashing shall not increase the fees and charges paid by Joint User pursuant to Appendix A. Nothing in this Agreement shall prevent Joint User from seeking a contribution from an Overlashing third party to defray fees and charges paid by Joint User.
- 2.12.4** Make-Ready Work procedures set forth in Article 7 shall apply, as necessary, to all Overlashing.
- 2.13** **Enclosures.** Joint User and Pole Owner will work to ensure right of way is used efficiently and limit placement of Pedestals, Vaults, and/or other Enclosures on or within four (4) feet of any Pole when adequate right of way is available. In situations where right of way is not available both Parties will mutually agree on the placement location. All such installations shall be per Applicable Standards. Notwithstanding the foregoing, all existing Authorized Joint User's Pedestals, Vaults, and/or other Enclosures are grandfathered, and not subject to this provision, provided, however, Authorized Joint User agrees to move any such above-ground enclosures in order to provide sufficient space for Owner to set a replacement Pole.

Article 3. Fees and Charges

- 3.1** **Payment of Fees and Charges.** Joint User shall pay to Owner the fees and charges specified in Appendices A and E and shall comply with the terms and conditions specified in this Agreement.
- 3.2** **Payment Period.** Unless otherwise expressly provided, Joint User shall pay any invoice it receives from Owner pursuant to this Agreement within forty-five (45) days of receipt of invoice.
- 3.3** **Application Fee.** Joint User shall be charged a non-refundable Application Fee pursuant to Appendix A.
- 3.4** **Attachment Fee.** Joint User shall be charged an annual Attachment fee ("Attachment Fee") per year, as set out in Appendix A.
- 3.5** **Billing of Attachment Fee.** The Joint User, having the greater number of joint use Poles, shall invoice the Joint User with the lesser number of joint use Poles for the Pole Attachment Fee per Pole annually in advance. The invoice shall be for the difference in the joint use Pole count between the two Owners. The Joint User, having the greater number of joint use Poles will submit to the Joint User with the lesser number of joint use Poles an invoice for the annual rental period not later

than January 30th of each year. The initial annual rental period shall commence upon the Effective Date of this Agreement and conclude on December 31 of the next year, and each subsequent annual rental period shall commence on the following January 1 and conclude on December 31 of the subsequent year. The invoice shall set forth the total difference in the number of each Owner's Poles on which each Joint User was issued Permit(s) for Attachments during such annual rental period, plus any previously authorized and valid Permits.

3.5.1 Contesting Fee. Joint User, who is invoiced, shall have thirty (30) days from receipt of invoice to contest the number of Attachments. Failure to contest or otherwise dispute the invoice within thirty (30) days of receipt shall be deemed to be acceptance by the Joint User. In the event that Joint User does contest within thirty (30) days either the number of Attachments or the Attachment Fee, Joint User shall pay an amount equivalent to the previous year's billing. Upon resolution of the disagreement regarding the then-current year's bill, either Joint User shall pay the difference, if agreed amount is greater than Joint User's initial payment, or Owner shall refund the difference to Joint User, if agreed amount is less than Joint User's initial payment.

3.6 Refunds. No fees and charges specified in Appendix A shall be refunded on account of any surrender of a Permit granted under this Agreement.

3.7 Late Charge(s). If either Party does not receive payment for any undisputed fee or other amount owed within thirty (30) days after it becomes due, the owing Party, upon receipt of ten (10) business days' written notice, shall pay interest to the other Party at the rate of one and a half percent (1.5%) per month, or the maximum interest allowed by law, whichever is greater, on the amount due.

3.8 Charges and Expenses. Joint User shall reimburse Owner and any other Attaching Entity for reasonable and documented costs incurred for facilitating Joint User's Attachments or for which Joint User is otherwise responsible for under this Agreement.

3.8.1 Such reasonable costs and reimbursements shall include, but are not limited to, all design, engineering, administration, supervision, payments, labor, overhead, materials, equipment and applicable transportation used for work on, or in relation to Joint User's Attachments as set out in this Agreement or as requested by Joint User in writing.

3.9 Advance Payment. Owner in its sole discretion will determine the extent to which Joint User will be required to pay in advance estimated costs, including, but not limited to, administrative, construction, inspections, and Make-Ready Work costs, in connection with the initial installation or rearrangement of Joint User's Attachments pursuant to the procedures set forth in Articles 6 and 7 below.

3.10 True-Up/True-Down. Whenever Owner, in its discretion, requires advance payment of estimated expenses prior to undertaking an activity on behalf of Joint User and the actual cost of the activity exceeds the advance payment of estimated expenses, Joint User agrees to pay Owner for the difference in cost. Owner agrees to document such costs with sufficient detail to enable Joint User to verify the charges. To the extent that Owner's actual cost of the activity is less than the estimated cost, Owner shall refund to Joint User the difference in cost.

3.11 Determination of Charges. Wherever this Agreement requires Joint User pay for work done or contracted by Owner, the charge for such work shall include all reasonable material, labor,

engineering, administrative, and applicable overhead costs. Owner shall bill its services based upon actual costs, and such costs will be determined in accordance with Owner's cost accounting systems used for recording capital and expense activities. All such invoices shall include an itemization of dates of work, location of work, labor costs per hour, persons employed, and costs of materials used. Labor costs shall be the fully loaded costs of the labor title performing the work.

- 3.12 Work Performed by Owner.** Wherever this Agreement requires Owner to perform any work, Owner, at its sole discretion, may utilize its employees or Qualified Contractors, or any combination of the two, to perform such work.
- 3.13 Charges for Incomplete Work.** In the event that an Application is submitted by Joint User and then steps are taken by Owner to carry out the review of the Application by performing necessary engineering and administrative work and the Application is subsequently canceled, Joint User shall reimburse Owner for the costs incurred by Owner through the date of cancellation, including engineering, clerical, administrative and Make-Ready construction costs.
- 3.14 Untimely Invoices.** All charges and fees, including late fees and interest, payable under this Agreement shall be invoiced by a Party no later than two (2) years after the end of the calendar year during which they were incurred; any charges beyond such period shall not be billed by a Party and the other Party has no obligation to pay such invoices.

Article 4. Specifications

- 4.1 Installation.** When a Permit is issued pursuant to this Agreement, Joint User's Facilities shall be installed and maintained, at Joint User's expense, in accordance with all Applicable Standards. Joint User shall be responsible for the installation and maintenance of its Facilities.
- 4.2 Maintenance of Facilities.** Joint User shall, at its own expense, make and maintain its Attachments. Notwithstanding anything in this Agreement to the contrary, Joint User shall not be required to update or upgrade its Attachments if they met Applicable Standards at the time they were made, unless such updates or upgrades are needed because there is an imminent danger to the public, the Owner, or workers. However, Joint User will bring into conformity with all Applicable Standards any such Attachments that were in compliance when made at the time of their normal replacement, rebuilding, or reconstruction; unless applicable law requires that the changes must be implemented sooner.
- 4.3 NJUNS.** To the extent, the Parties are participating members of the National Joint Utilities Notification System ("NJUNS") or other similar notification system(s), to facilitate required notices, including, but not limited to, any need to rearrange or transfer Joint User's Attachments, the Parties may use NJUNS or such other system including electronic mail, as mutually agreed from time to time. NJUNS shall be the preferred system for electronic notification, to the extent the Parties use one. The Parties will mutually determine the extent to which notifications via NJUNS or other similar notification system will be utilized for Pole Attachments, transfers, rearrangements, Pole Attachment Abandonment and removal, as well as the extent to which such use will satisfy the notification requirements of this Agreement and provide notice thereof to the other Party. To the extent that the Parties determine to use NJUNS, Joint User and Owner agree to perform their respective tasks set forth in NJUNS tickets in a commercially reasonable and timely manner, and in accordance with the timeframes specified in this Agreement; but under no circumstance shall that time frame exceed sixty (60) days from time of notice or such other time as may be mutually agreed upon by the Parties.

- 4.4 **Tagging.** AT&T will make every effort to Tag its Facilities every 3rd Pole as specified in Appendix C and/or applicable federal, state, and local regulations upon installation of such Facilities. During any maintenance activities performed at any specific Pole(s), AT&T shall also tag any untagged Facilities that were on the Pole on the Effective Date of this Agreement.
- 4.5 **Interference.** Joint User shall not allow its Facilities to impair the ability of Owner or any authorized third-party Attaching Entity to use Owner's Poles, nor shall Joint User allow its Facilities to interfere with the operation of any of Owner's Facilities or authorized third-party Attaching Entity's Facilities.
- 4.6 **Protective Equipment.** Joint User and its employees and contractors shall utilize and install adequate protective equipment to ensure the safety of people and Facilities. Joint User shall, at its own expense, provide personal protective equipment designed to handle the electric voltage and current carried by the City's Facilities in the event of a contact with such Facilities.
- 4.7 **Violation of Specifications.** If Joint User's Attachments or any part of them, are installed, used, or maintained in violation of this Agreement, and Joint User has not Corrected the violation(s) within thirty (30) days from receipt of written or written electronic notice of the violation(s) from Owner or such other time as may be mutually agreed upon by the Parties, the provisions of Article 19 shall apply. When Owner believes, however, that such violation(s) pose an imminent threat to the safety of any person, interfere with the performance of Owner's service obligations, or present an imminent threat to the physical integrity of Owner's Poles or Facilities, if possible, Joint User will be notified and allowed forty-eight (48) hours to take Corrective action. If Joint User fails for any reason to take such Corrective action, Owner may perform such work and/or take such action as it deems necessary without first giving written or written electronic notice to Joint User.
- 4.7.1 As soon as practicable afterward, Owner will advise Joint User of the work performed or the action taken. Joint User shall be responsible for costs incurred by Owner in taking action pursuant to this Article 4.7, except to the extent Joint User disputes that it is responsible for the alleged violation, in which case, Article 28 applies.
- 4.8 **Emergency Restoration of City's Electric Service.** City's emergency service restoration requirements shall take precedence over any and all work operations of AT&T.
- 4.9 **Effect of Failure to Exercise Access Rights.** If Joint User does not exercise any access right granted pursuant to this Agreement and/or applicable Permit(s) within one hundred twenty (120) days of the effective date of such right and any extension to such Permit(s), Owner may, but shall have no obligation to, use the space scheduled for Joint User's Attachment(s) for its own needs or make the space available to other Attaching Entities. In such instances, Owner shall endeavor to make other space available to Joint User, upon written application under Article 6, as soon as reasonably possible and subject to all requirements of this Agreement, including the Make-Ready Work provisions. If Owner uses the space for its own needs or makes it available to third parties, then from the date that Owner or a third party begins to use such space Joint User may obtain a refund on the portion of any Attachment Fees that it has paid in advance for that space. For purposes of this paragraph, Joint User's access rights shall not be deemed effective until any necessary Make-Ready Work has been performed.
- 4.10 **Removal of Nonfunctional Attachments.** At its sole expense, Joint User shall remove any of its Attachments or any part thereof that become nonfunctional, no longer fit for service or will not be restored to service in the foreseeable future ("Nonfunctional Attachment") as provided in this

Article 4.10. A Nonfunctional Attachment that Joint User has failed to remove, as required in this paragraph, shall constitute an Unauthorized Attachment and is subject to the Unauthorized Attachment fee specified in Appendix A. Except as otherwise provided in this Agreement, Joint User shall remove Nonfunctional Attachments within one (1) year of the Attachment becoming nonfunctional, unless Joint User receives written permission from Owner to extend the allotted time for removal of the specified Nonfunctional Attachment(s) or unless Joint User receives written notice from Owner that removal is necessary to accommodate Owner's or another Attaching Entity's use of the affected Pole(s) in which case Joint User shall remove the Nonfunctional Attachment within sixty (60) days of receiving the notice. If Joint User contests whether the Attachment is nonfunctional, provisions of Article 28 shall apply. Where Joint User has received a Permit to Overlash a Nonfunctional Attachment, such Nonfunctional Attachment must first be removed after which the Joint User will apply for an Attachment. In such case, no additional Attachment Fee will be charged assuming the Joint User was already paying for the Non-Functional Attachment.

Article 5. Private and Regulatory Compliance

- 5.1 Necessary Authorizations.** Before Joint User occupies any of Owner's Poles, Joint User shall obtain from the appropriate public or private authority, or from any property owner or other appropriate person, any required authorization to construct, operate, or maintain its Facilities on such public or private property. Owner retains the right to require evidence sufficient to show that appropriate authorization has been obtained before any Permit is issued to Joint User. Joint User's obligations under this Article 5 include, but are not limited to, its obligation to obtain all necessary approvals to occupy public/private rights-of-way and easements and pay all costs associated therewith. Joint User shall defend, indemnify, and reimburse Owner for all losses, costs, and expenses, including reasonable attorney's fees, that Owner may incur as a result of claims by governmental bodies, owners of private property, or other persons, that Joint User does not have sufficient rights or authority to attach Joint User's Facilities on Owner's Poles.
- 5.2 Lawful Purpose and Use.** Joint User's Facilities must at all times serve a lawful purpose, and the use of such Facilities must comply with all applicable federal, state, and local laws.
- 5.3 Forfeiture of Owner's Rights.** No Permit granted under this Agreement shall extend, or be deemed to extend, to any of Owner's Poles, to the extent that Joint User's Attachment would result in a forfeiture of Owner's rights under this or any other agreement, except as provided in Article 10. If any of Joint User's existing Facilities, whether installed pursuant to a valid Permit or not, would cause such forfeiture, Owner shall notify Joint User in writing of the reasons why Owner believes such a forfeiture would occur and afford Joint User thirty (30) days in which to attempt to resolve the issue. If Joint User is unable to resolve the matter, Joint User shall remove its Attachments from the subject poles within sixty (60) days or such other time as may be mutually agreed upon by the Parties. If Joint User does not remove its Facilities in question within sixty (60) days of receiving written notice from Owner or such other time as may be mutually agreed upon by the Parties, Owner may at its option perform such removal at Joint User's expense. Notwithstanding the foregoing, Joint User shall have the right to contest any such forfeiture before any of its rights are terminated, provided that Joint User shall indemnify Owner of liability, costs, and expenses, including reasonable attorney's fees that may accrue during Joint User's challenge.
- 5.4 Effect of Consent to Construction/Maintenance.** Consent by Owner to the construction or maintenance of any Attachments by Joint User shall not be deemed consent, authorization, or

acknowledgment that Joint User has obtained all required Authorizations with respect to such Attachment.

Article 6. Permit Application Procedures

- 6.1 Permit Required.** Before making any Attachments (excluding Service Drops, Anchors, Riser, bonding or grounding Attachments where there is an existing licensed Pole Attachment) to any Poles, Joint User shall submit an Application and receive a Permit therefor, with respect to each Pole.
- 6.2 Overlashing Permit.** Overlashing is subject to the Streamlined Permit process of 6.2.1 once pole loading studies and necessary Make-Ready Work is completed.
- 6.2.1** Owner shall make every effort to review Overlashing Permit requests with a goal of providing a response within ten (10) days. Owner and Joint User may mutually agree on a time extension for certain projects as needed.
- 6.2.2** It is Joint User's responsibility to verify that the Pole and strand to which it proposes to Overlash meets all Applicable Standards and pole loading analyses before Overlashing.
- 6.3 Service Drop.** AT&T may attach a Service Drop, without Application, from one City Pole with an existing authorized Attachment to connect directly to AT&T's customer's building, premise, or location, and attach to no more than one additional City Pole where the additional City Pole does not support voltage greater than 600V.
- 6.3.1** It is AT&T's responsibility to verify that the City Pole on which it proposes to make a Service Drop meets all Applicable Standards before attaching the Service Drop. If existing Applicable Standards issue(s) are identified, AT&T will not be allowed to attach the Service Drop until the Applicable Standards issue(s) is resolved.
- 6.3.2** If it is determined by City that AT&T has attached a Service Drop on a City Pole with a pre-existing violation of Applicable Standards, AT&T shall be required to bring the Service Drop into compliance with Applicable Standards to the extent that it is AT&T's existing Attachment that is non-compliant. Subject to the provisions of Article 19, City will provide written notice to AT&T and AT&T will have thirty (30) days from receipt of such notice to Correct the existing Applicable Standards issue, otherwise the provisions of Article 19 shall apply. If the Attachment that is non-compliant belongs to another Attaching Entity, then AT&T shall coordinate with City and the other Attaching Entity concerning any necessary rearrangement of AT&T's Service Drop in conjunction with the Correction of the non-compliant Attachment.
- 6.3.3** AT&T will notify City of a Service Drop within thirty (30) days of installation. Any Service Drop that City discovers more than thirty (30) days after installation will be considered an Unauthorized Attachment subject to the provisions of Article 21.
- 6.4 Pre-Existing Attachments.** Unless updates or upgrades are required by Applicable Standards, or unless Owner notifies Joint User to the contrary, Joint User shall not be required to obtain Permits for authorized Attachment(s) existing as of the Effective Date of this Agreement. Such grandfathered Attachments shall, however, be subject to the new Attachment Fees specified in Appendix A.

6.4.1 Notwithstanding the foregoing, the last inventory of Poles conducted mutually by the Parties in 2022 shall serve as the base line list of all such Permitted Attachments on the Effective Date of this Agreement. The Parties will mutually agree on Attachments made after the base line was established and prior to the Effective Date of this Agreement that they will be grandfathered Attachments.

6.5 Permit Certification. Unless otherwise waived in writing by Owner, as part of the Permit application process and at Joint User's sole expense, an employee or contractor of Joint User, shall participate in the Pre-Construction Survey, conduct the Post-Construction Inspection, and certify that Joint User's Facilities can be and were installed on the identified Poles in compliance with the Applicable Standards and in accordance with the Permit. The employee's qualifications must include experience performing such work, or substantially similar work, on electric or communications transmission or distribution systems but does not require the employee to possess a particular license or certification.

6.6 Submission and Review of Permit Application. Joint User shall submit a properly executed Pole Attachment Permit application, See Appendix B, which will include a Pre-Construction Survey and detailed plans for the proposed Attachment, including a description of any necessary Make-Ready Work to accommodate the Attachment by an experienced employee as described in Paragraph 6.5. Joint User shall use the Pole Attachment Permit application form in Appendix B. The Parties may amend the Pole Attachment Permit application form from time to time, provided that any such changes are mutually agreed to be the Parties, not inconsistent with the terms of this Agreement and are applied to all Attaching Entities on a non-discriminatory basis. Owner's acceptance of the submitted design documents does not relieve Joint User of full responsibility for any errors and/or omissions in the engineering analysis. Unless otherwise agreed, under normal circumstances, the Permit application process shall be as follows:

6.7 Application with Pre-Construction Survey. Owner shall review and respond to such properly executed and complete Permit application for routine installations as promptly as is reasonable, with a goal of providing a response during normal circumstances within thirty (30) days of receipt.

6.7.1 For Permit applications seeking Attachments to fifty (50) or more Poles, the Owner will make every effort to review with a goal of providing a response within a thirty (30) to forty-five (45) day timeline but may require additional time. Owner and Joint User may mutually agree on a timeline that exceeds 45 days on projects as needed. On these types of Permit applications, the Owner may utilize Qualified Contractors to facilitate the application process.

6.7.2 Owner's response will either: (i) grant permission to undertake such Make-Ready as described in Joint User's Application and engineering survey; (ii) grant permission to undertake such Make-Ready as Owner reasonably determines is required; or (iii) provide a written explanation as to why the Application is being denied, in whole or in part, for reasons of safety, reliability, or insufficient Capacity that cannot be resolved consistent with Applicable Standards, including City and County zoning and construction ordinances.

6.8 Response to Estimate. Upon receipt of Owner's response, Joint User shall have fourteen (14) days to approve the estimate of any proposed Make-Ready Work in accordance with this Agreement and the specifications of the estimate.

- 6.9 **Permit as Authorization to Attach.** Upon completion and inspection of any necessary Make-Ready Work and receipt of payment for such work, Owner will sign and return the Permit application, which shall serve as authorization for Joint User to make its Attachment(s).
- 6.10 **Notification to Owner.** Within thirty (30) days of completing the installation of Attachment(s), Joint User shall provide written notice to Owner.

Article 7. Make-Ready Work/Installation

- 7.1 **Estimate for Make-Ready Work.** If Owner determines that it can accommodate Joint User's request for Attachment(s), it will, upon request, advise Joint User of any estimated Make-Ready Work charges necessary to accommodate the Attachment(s). Determination consists of pole loading studies performed by the Joint User and inspection by the Owner.
- 7.2 **Who May Perform Make-Ready.** Make-Ready Work in the electric supply space of City owned Poles may be performed only by City and/or a Qualified Contractor authorized by City to perform such work. In all other circumstances, the Parties shall mutually agree as to who will perform the Make-Ready Work, and each Party shall be responsible for the costs associated with the Make Ready Work for their respective Attachments, regardless of who performed the Make Ready Work.
- 7.3 **Time Frame for Completion of Make-Ready.** The Party performing Make-Ready Work will use good faith efforts to complete routine Make-Ready Work within ninety (90) days of receipt of approval of the Make-Ready estimate (and advance payment if required) or approval to proceed with Make-Ready. If there are extenuating circumstances that make the necessary Make-Ready more complicated or time-consuming, including, but not limited to, the Application requesting Attachments to more than fifty (50) Poles, or seasonal weather conditions, the Party performing the Make-Ready Work shall identify those factors in the Make-Ready description and cost estimate and the Parties shall mutually agree upon a reasonable timeframe for completion. If the agreed upon Make-Ready Work is not completed within (90) days, or the agreed-upon timeframe, then the Parties agree that the attaching Party may use an Owner approved, Qualified Contractor to complete such Make-Ready Work and refund any amounts paid by the attaching Party for performing such Make-Ready Work that is not completed.
- 7.3.1 The above notwithstanding, if the Make-Ready Work has substantially been completed, the Parties will reasonably determine whether it makes more sense from an operational efficiency perspective to have the Party performing the Mark Ready Work complete the work rather than have an authorized, Qualified Contractor complete the work.
- 7.4 **Scheduling of Make-Ready Work.** In performing all Make-Ready Work to accommodate Joint User's Attachments, Owner will endeavor to include such work in its normal work schedule. If Joint User requests, and Owner agrees, to perform Make-Ready Work on a priority basis or outside of Owner's normal work hours, Joint User will pay any resulting costs. Nothing in this Agreement shall be construed to require Owner to perform Joint User's work before other scheduled work or Owner service restoration.
- 7.5 **Payment for Make-Ready Work.** Upon completion of the Make-Ready Work, or at such time as Joint User notifies Owner it is not proceeding with the project set out in the Permit application for which Make-Ready Work is being performed, the Party performing the Mark-Ready shall invoice the Party that made the Permit application for the Make-Ready Work that has been completed. Joint

User shall be responsible for entering into an agreement with existing other Attaching Entities to reimburse them for any costs that they incur in rearranging or transferring their facilities to accommodate Joint User's Attachments.

7.6 Notification of Make-Ready Work. Before starting Make-Ready Work, Joint User shall notify all existing Attaching Entities of the date and location of the scheduled work and notify them of the need to rearrange and/or transfer their facilities at Joint User's cost within the specified time period. To the extent that Owner has the legal authority, it shall rearrange and/or transfer existing facilities of such other Attaching Entities that have not been moved in a timely manner. Joint User shall pay for any such rearrangement or transfer.

7.6.1 In instances where Joint User is performing Make-Ready, where an existing Attaching Entity has not relocated or otherwise undertaken work required to complete Make-Ready (such as raising or lowering existing Attachments not in compliance with Applicable Standards) within thirty (30) days of notice by Owner or Joint User to such other Attaching Entity, Joint User is authorized, to the extent that Owner has such authority, and the legal ability to delegate such authority, to relocate the other Attaching Entity's Attachments on behalf of Owner, as long as the existing facilities are not placed out of current NESC clearance guidelines. Joint User shall pay the contractually obligated costs to relocate the other Attaching Entity's Attachments as part of Joint User's Make Ready and Joint User may seek reimbursement for such costs from said Attaching Entity^[AR3]^[PS4]^[RA5]^[AR6]^[PS7] providing such rearrangements and subsequent billing is allowed in the existing agreement between the two attaching entities. Joint User shall pay the costs to relocate the other Attaching Entity's Attachments as part of Joint User's Make-Ready and Joint User may seek reimbursement for such costs from said Attaching Entity.

7.7 Joint User Installation/Removal/Maintenance Work.

7.7.1 All of Joint User's installation, removal, and maintenance work, by either Joint User's employees or authorized Qualified Contractors, shall be performed at Joint User's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of Owner's Poles or other Facilities or other Attaching Entity's facilities or equipment. All such work is subject to the insurance requirements of Article 25.

7.7.2 All of Joint User's installation, removal, and maintenance work, either by its employees or authorized Qualified Contractors, shall comply with all applicable regulations specified in Article 4. Joint User shall assure that any person installing, maintaining, or removing its Facilities is fully qualified and familiar with all Applicable Standards, the provisions of Article 24, and the Minimum Design Specifications contained in Appendix C.

Article 8. Post Construction Inspections

8.1 Within thirty (30) days of written notice to Owner that the Joint User has completed installation of an Attachment (including Overlash, Riser Attachments, Service Drops, bonding, and/or grounding), Owner or its contractors, at Owner's sole discretion, may perform a Post Construction Inspection for each Attachment made to Owner's Poles.

8.2 If Owner elects to not perform any Post Construction Inspection, such non-inspection shall not be grounds for any liability being imposed on Owner or a waiver of any liability of Joint User.

- 8.3** If the Post Construction Inspection reveals that Joint User's Facilities have been installed in violation of Applicable Standards or the approved design described in the Application, Owner will notify Joint User in writing and Joint User shall have thirty (30) days from the date of receipt of such notice, or such other period as the Parties may agree upon in writing, unless such violation creates an Emergency in which case Joint User shall Correct such violation immediately. Owner may perform subsequent Post Construction Inspections within thirty (30) days of receiving notice that the Correction has been made as necessary to ensure Joint User's Attachments have been brought into compliance. Any such Post Construction Inspection required due to Joint User's Facilities being in violation of the Applicable Standards, shall be paid solely by the Joint User whose Facilities required being Corrected.
- 8.4** If Joint User's Attachments remain out of compliance with Applicable Standards or approved design after any subsequent inspection, consistent with Article 18, Owner will provide notice of the continuing violation and Joint User will have thirty (30) days from receipt of such notice to Correct the violation, otherwise the provisions of Article 19 shall apply.

Article 9. Intentionally Left Blank

Article 10. Pole Replacement and Removal

- 10.1 Pole Replacement due to Emergency.** When there is an Emergency involving a Pole owned by either Party, and Owner is made aware of the Emergency, Owner will respond. Owner will immediately secure the area as needed to ensure public safety. If the Pole in question is reasonably determined by Owner to require replacement, Owner will replace the Pole at its sole cost and make Joint User's Facilities and/or other Attaching Entities' facilities safe and notify them to transfer their Facilities.
- 10.2 Pole Replacement for Non-Emergency.** Where Joint User requests the replacement of a Defective Pole that does not pose an imminent threat or danger to safety or the safe functioning or operation of existing Attachments or Facilities, Owner shall replace said Pole, at its sole cost, consistent with its routine maintenance schedule.
- 10.3 Expedited Pole Replacement for Joint User.** Except as provided in Article 11.1, if Joint User seeks to expedite the replacement of a Defective Pole, an Owner approved Qualified Contractor(s) will replace the pole and Joint User will pay the labor cost of the approved Qualified Contractor(s) to replace the Pole, and Owner will pay the cost of the new Pole.
- 10.4 Removal of Poles.** Any Poles or Stub Poles which exist, as of the Effective Date of this Agreement, which have no Attachments may be subject to removal by either Party. The Party seeking to remove said Pole(s) shall provide written notice to the Owner, identifying the Pole(s) and its/their location(s). If the Owner does not notify the other Party of its intention to use Pole for future service requirements or remove the identified Pole(s) within ninety (90) days of such notice, the other Party may remove the identified Pole(s), the cost of such removal shall be paid by the Owner of the identified Pole(s).
- 10.5 Parties Not Required to Replace.** Nothing in this Agreement shall be construed to require either Party to replace any Pole for the benefit of the other Party.

Article 11. Allocation of Costs

11.1 The costs for any rearrangement or transfer of Facilities or Pole replacement, shall be allocated on the following basis:

11.1.1 If a Pole is modified or replaced at the request of Joint User, excluding modification or replacement due to routine maintenance, Joint User shall be responsible for all costs caused by the modification or replacement as well as the costs associated with the transfer or rearrangement of any other Attaching Entity's Facilities. As noted on the approved Permit, Joint User will notify any other Attaching Entity of such transfer or rearrangement. Owner shall not be obligated in any way to enforce or administer Joint User's responsibility for the costs associated with the transfer or rearrangement of another Attaching Entity's Facilities pursuant to this Article.

11.1.2 If the modification or replacement of a Pole is the result of an additional Attachment or the modification of an existing Attachment sought by another Attaching Entity other than Owner or Joint User, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or replacement as well as the costs for rearranging or transferring Joint User's Facilities. Joint User shall cooperate with such third-party Attaching Entities to determine the costs of moving Joint User's Facilities.

11.1.3 If the Pole must be modified or replaced for reasons unrelated to the use of the Pole by Attaching Entities (*e.g.*, storm, accident, deterioration), Owner shall pay the costs of such modification and Joint User shall pay the costs of rearranging or transferring its Facilities.

11.2 **Transfer or Relocation of Joint User's Facilities.** Notwithstanding the foregoing Article 10 and Article 11, the Parties may agree that in order to provide maximum flexibility in meeting in-service requirements and eliminating duplicative efforts, Joint User or a Qualified Contractor, mutually agreed to by the Parties, shall provide labor and equipment for Pole replacements, the transfer, and/or relocation of Facilities located on Joint Use Poles. Joint User shall pay Owner or the mutually agreed to Qualified Contractor for associated work.

Article 12. Treatment of Multiple Requests for Same Pole

If Owner receives Permit applications for the same Pole from two (2) or more prospective Attaching Entities within thirty (30) days of the initial request, and has not yet completed the Permitting of the initial applicant, and accommodating their respective requests would require modification of the Pole or replacement of the Pole, then Owner will make reasonable and good faith efforts to allocate among such Attaching Entities the applicable costs associated with such modification or replacement.

Article 13. Equipment Attachments

13.1 Joint User shall compensate Owner for the actual and documented cost, including engineering and administrative cost, for rearranging, transferring, and/or relocating Attachments or Poles to accommodate Joint User's Permitted Equipment Attachments.

13.2 Joint User shall also reimburse the owner or owners of other facilities attached to Owner's Poles for any actual and documented cost incurred by them for rearranging or transferring such facilities to accommodate Licensee's Equipment Attachments.

Article 14. Authorized Qualified Contractors

If the City does not perform the Make Ready Work in or around the electric supply space, then AT&T shall only use mutually agreed to and City approved Qualified Contractors to conduct Make-Ready Work (or any other work) in or around the electric supply space on a Pole. Neither Party shall unreasonably withhold, delay, or condition its approval of any Qualified Contractor proposed by either Party to be approved to perform Make-Ready in the electric supply space on Poles, but such Qualified Contractors must demonstrate the requisite training listed in 14.1 herein. —[AR8][PS9]

14.1 All Authorized Qualified Contractors, at a minimum, shall be trained as required under 29 CFR 1910.269 and 29 CFR 1926, as amended from time to time, and maintain a certificate of electrical training, either as a Journeyman Electrician or a Journeyman Lineman (“Qualified Contractor”), which shall include training in the following:

- 14.1.1 The safety-related work practices, safety procedures, and other safety requirements that pertain to their job assignments, and specifically to working on or near exposed energized parts of an electrical line
- 14.1.2 All electric lines and equipment shall be considered and treated as energized unless they have been de-energized by the City;
- 14.1.2 Any other safety practices, including applicable emergency procedures (such as pole-top and manhole rescue), that are related to their work and are necessary for their safety;
- 14.1.3 the degree of training shall be determined by the risk to the contractor for the hazard(s) involved;
- 14.1.4 The skills and techniques necessary to distinguish exposed live parts from other parts of electric equipment;
- 14.1.5 Know the minimum approach distances specified by OSHA corresponding to the voltages to which the Qualified Contractor will be exposed and the skills and techniques necessary to maintain those distances;
- 14.1.6 Know the proper use of the special precautionary techniques, personal protective equipment, insulating and shielding materials, and insulated tools for working on or near exposed energized part of electric equipment;
- 14.1.7 Recognition of electrical hazards to which the Qualified Contractor may be exposed and the skills and techniques necessary to control or avoid those hazards;
- 14.1.8 All Qualified Contractors shall be required to show certification of electrical training, either as a Journeyman Electrician or a Journeyman Lineman.

Article 15. Guys and Anchor Attachments

Joint User shall at its own cost, and only with the written approval and to the satisfaction of Owner, place guys and anchors to sustain any unbalanced loads caused by Joint User’s Attachments. To be clear, Joint

User will not utilize City's guys or anchors. Joint User will be subject to a one-time anchor fee as set out in Appendix A.^[PS10]

Article 16. Installation of Grounds

Joint User shall at its own cost, and only with the written approval and to the satisfaction of Owner, install grounds. All grounds installed by AT&T shall be in accordance with Applicable Standards and any special standards required by City's standard grounding practices. There shall not be a separate annual fee charged for grounds. A one-time fee will be charged pursuant to Appendix A.

Article 17. Abandonment of Poles

- 17.1 Notice of Abandonment or Removal of Facilities.** If either Party desires at any time to abandon, remove, or underground its Facilities to which the other Party, Joint User's, Facilities are attached, Owner shall give the Joint User notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon or remove its Facilities. Notice may be limited to thirty (30) days if Owner is required to remove or abandon its Facilities as the result of the action of a third party and the lengthier notice period is not practical. Such notice shall indicate whether Owner is offering Joint User an option to purchase the Pole(s). If, following the expiration of the applicable period, Joint User has not yet removed and/or transferred all of its Facilities and has not elected to purchase Owner's Facilities pursuant to Paragraph 17.2 and, assuming Owner and all other Attaching Entities have removed their Attachments, Owner shall have the right, but not the obligation, to remove or transfer Joint User's Facilities at Joint User's expense and Joint User shall be subject to the provisions of Article 19, provided that Owner or another Attaching Entity through action or inaction has not delayed Joint User's ability to complete such work. Owner shall give Joint User prior written notice of any such removal or transfer of Joint User's Facilities.
- 17.2 Option to Purchase Abandoned Poles.** Should Owner desire to abandon any Pole, Owner may, in its sole discretion, grant Joint User the option of purchasing such Pole at a price to be negotiated with Owner. Unless Joint User elects not to purchase the Pole and notifies Owner within thirty (30) days of the date of Owner's notice of abandonment, then Joint User shall be deemed to have elected to purchase the abandoned Pole. If Joint User elects not to purchase the Pole, Joint User must remove its Attachments as required under Article 17.1. Nothing in this Agreement shall be construed as requiring Owner to sell Joint User Poles that Owner intends to remove or abandon.
- 17.3 Underground Relocation.** If Owner moves any portion of its aerial system underground, Joint User shall remove its Facilities from any affected Poles within sixty (60) days and must either relocate its affected Facilities underground with Owner or find other means to accommodate its Facilities. If Joint User does not remove its Attachments within the time period, Owner shall have the right to remove or transfer Joint User's Facilities at Joint User's expense, provided that Owner or another Attaching Entity through action or inaction has not delayed Joint User's ability to complete such work. Joint User's failure to remove its Facilities as required under this Article 17.3 shall subject Joint User to the provisions of Article 19, provided that Owner or another Attaching Entity through action or inaction has not delayed Joint User's ability to complete such work.

Article 18. Inspection

- 18.1 General Inspections.** Owner reserves the right to make periodic inspections, at its own cost, as conditions may warrant, of the entire system of Joint User. Such inspections, or the failure to make such inspections, shall not operate to relieve Joint User of any responsibility or obligation or liability assumed under this Agreement.
- 18.2 Corrections.** In the event any of Joint User's Facilities are found to be in violation of the Applicable Standards and such violation poses a potential Emergency situation, Joint User shall use all reasonable efforts to Correct such violation. Should Joint User fail or be unable to Correct such Emergency situation immediately, Owner may Correct the Emergency and bill Joint User the actual and documented costs incurred plus a twenty-five percent (25%) adder. If any of Joint User's Facilities placed after the Effective Date of this Agreement are found to be in violation of the Applicable Standards in effect at the time of initial construction or major upgrades and such violations do not pose potential Emergency conditions, Owner shall, consistent with Article 19, give Joint User notice, whereupon Joint User shall have thirty (30) days from receipt of notice to Correct any such violation, or within a longer, mutually agreed-to time frame if Correction of the violation is not possible within thirty (30) days, such extended time to be not more than an additional sixty (60) days. Notwithstanding the foregoing grace periods, in the event Owner or another Attaching Entity prevents Joint User from Correcting a non-Emergency violation, the time frame for Correcting such violation shall be extended to account for the time during which Joint User was unable to Correct the violation due to action (or failure to act) by Owner or other Attaching Entity. Joint User will not be responsible for the costs associated with violations caused by others that are not an Affiliate of or acting under the direction of Joint User. In all circumstances, all of the Attaching Entities on the Pole and Owner will work together to maximize safety while minimizing the cost of Correcting any such deficiencies, but the Joint User shall be responsible for the cost of any necessary or appropriate Corrective measures associated with violations caused by Joint User including removal and replacement of the Pole and all transfers or other work incident thereto. If Joint User fails to Correct a non-Emergency violation within the specified time period, including any agreed upon extensions, the provisions of Article 19 shall apply.
- 18.3.1** If any Facilities of Owner are found to be in violation of the Applicable Standards and Owner has caused the violation, then the Parties will work together to minimize the cost of Correcting any such deficiencies, but Owner shall be responsible for the full cost, of any necessary or appropriate Corrective measures, including removal and replacement of the Pole.
- 18.3.2** If one or more third-party Attaching Entity's Attachment(s) caused the violation, then such Attaching Entity shall pay the Corrective costs incurred by all who have Attachments on the Pole, including the Joint User's costs.
- 18.3.3** If there exists a violation of Applicable Standards and it cannot be determined which Attaching Entity on the Pole caused such violation or there is a mixture of the Attaching Entities causing the violation, then the Parties will work together to minimize the cost of Correcting any such deficiencies, and all Attaching Entities who may have caused such violation will share equally in such costs, provided that no Attaching Entity or Joint User shall be required to pay more than its proportionate share of such costs.

Article 19. Failure to Rearrange, Transfer or Correct

- 19.1** Unless otherwise agreed, as part of Owner's written notice of a need for Joint User to rearrange, transfer, remove or Correct violations, Owner will indicate whether or not Owner is willing to perform the required work.
- 19.2** If Owner indicates in the notice that it is willing to perform the work, Joint User shall have fifteen (15) days to notify Owner in writing of its election to either have Owner perform the work or that the Joint User will perform the work itself.
- 19.2.1** If Joint User requests that Owner perform the work, Joint User shall reimburse Owner for the actual cost of such work. If Joint User asks the Owner to perform the work and Owner does not complete the work within the prescribed timeframe, Joint User can then perform the work itself. However, Joint User shall reimburse Owner for the actual costs, for the portion of work Owner did.
- 19.2.2** If Joint User either fails to respond or indicates that it will perform the work itself and then does not complete the work within the prescribed timeframe, the Owner can invoke the Issue Resolution Process in Article 28 and the time intervals in Articles 28.3 and 28.4 shall each be reduced to thirty (30) days or the Owner can invoke the provisions of 19.2.3 and 19.2.4.
- 19.2.3** Notwithstanding Joint User's election under Article 19.2.2 to perform the required work itself, commencing on the thirtieth (30th) day after expiration of the time period for completion of the work specified in the Agreement and original notification, Owner may perform the required work at Joint User's expense, or may delegate such authority to another Attaching Entity utilizing a Qualified Contractor, provided that Owner or another Attaching Entity through action or inaction has not delayed Joint User's ability to complete such work.
- 19.2.4** Notwithstanding Joint User's election under Article 19.2.2, if Joint User was to perform work under this Article 19 and fails to perform such work within the specified timeframe, and Owner performs or has performed such work, Owner may charge Joint User its actual and documented costs, for completing such work, plus a twenty-five percent (25%) adder, provided that Owner or another Attaching Entity through action or inaction has not delayed Joint User's ability to complete such work.
- 19.3** If Owner provides notice that it is unable to perform the work and Joint User fails to complete such work, then Owner may on the thirtieth (30th) day after expiration of the time period for completion of the work specified in the Agreement or original notification hire a Qualified Contractor to perform the work. Owner may charge Joint User its actual and documented contractor costs, plus a twenty-five percent (25%) adder.
- 19.4** Joint User shall provide written notification to Owner upon completion of any of the required work. Notice of completion shall be given by the same means as it was received from Owner.

Article 20. Actual Inventory

- 20.1** Upon advance written notice, the Parties may at intervals of not more than once every five (5) years, or at intervals mutually agreed to, perform an actual inventory of the Attachments to Poles in all or in specific service areas of the territory covered by this Agreement for the purpose of checking and verifying the number of Poles on which each Party has Attachments. Such field verification shall be made jointly by both Parties and the actual and documented cost(s) shall be shared proportionately

by Joint User and Owner, unless the Parties are also performing an inventory of any other Attaching Entity with Attachments on such Poles, and then the actual and documented costs shall be shared proportionately among all such Attaching Entities based upon the number of Attachments. Should a third-party contractor be selected to perform the inventory, the Parties will mutually agree on the contractor selected and scope of work.

- 20.2 Attachment Records.** Notwithstanding the above inventory provisions, both Parties will meet once per year to compare Attachment numbers and to review the overall joint use process. Included in these meetings will be an update of Appendix D by both Parties.

Article 21. Unauthorized Attachments

If during the term of this Agreement, Owner discovers Unauthorized Attachments (including Overlashing) (and including Riser Attachments [PS11][AR12][PS13] or Service Drops for which timely notification was not provided) placed on its Poles, the following fees may be assessed, and procedures will be followed:

- 21.1** Owner shall provide specific written notice of each violation within thirty (30) days of discovering such violation and Joint User shall be given thirty (30) days from receipt of notice to contest an allegation that an Attachment is unauthorized (or that Joint User failed to timely provide notice). The notice shall identify the precise location and a description of the Unauthorized Attachment.
- 21.2** Joint User shall pay back rent for all Unauthorized Attachments (except Service Drops, Overlash Attachments, Anchors and/or Riser Attachments where an existing licensed Pole Attachment exists) for a period of five (5) years, or since the date of the last inventory of the Parties' Attachments (whichever period is shortest), at the rental rates in effect during such periods. All facilities in place and accounted for in the most recent audit completed prior to the signing of this Agreement, placed within accordance of the existing standards at that time, shall be considered grandfathered in and not subject to any future unauthorized penalties or fees.
- 21.3** In addition to the back rent, Joint User shall be subject to the Unauthorized Attachment Penalty as specified in Appendix A for each Unauthorized Attachment, including Service Drops, Riser and Overlash Attachments where an existing licensed Pole Attachment exists.
- 21.4** Joint User shall submit a Permit application in accordance with Article 6 of this Agreement within thirty (30) days of receipt of notice from Owner of any Unauthorized Attachment, or such longer time as mutually agreed to by the Parties.
- 21.4.1** No additional notification is required for Service Drops, Riser, or Overlash Attachments where an existing licensed Pole Attachment exists.
- 21.4.2** In the case of Overlash requiring a separate Permit application under Article 6.2 the Joint User shall be required to submit an application within thirty (30) days of receipt of notice of Unauthorized Attachment.
- 21.5** In the event Joint User fails to submit a Permit application within thirty (30) days, or such longer time as mutually agreed to by the Parties, the provisions of this Article (21.2, 21.3 and 21.4) shall apply.

- 21.6 Notwithstanding anything to the contrary herein, if Joint User contests the allegation that an Attachment is Unauthorized, then it shall not be considered Unauthorized until the Parties resolve their dispute regarding its status pursuant to the Issue Resolution Process of Article 28.
- 21.7 **No Ratification of Unauthorized Use.** No act or failure to act by Owner with regard to any Unauthorized Attachments shall be deemed as ratification of the unauthorized use. Unless the Parties agree otherwise, a Permit for a previously Unauthorized Attachment shall not operate retroactively or constitute a waiver by Owner of any of its rights or privileges under this Agreement or otherwise, and Joint User shall remain subject to all obligations and liabilities arising out of or relating to its unauthorized use.

Article 22. Reporting Requirements

At the time that Joint User pays its annual Attachment Fee, Joint User shall also provide the following information to Owner, using the reporting form contained in Appendix D.

- 22.1 The Poles on which Joint User has installed, during the relevant reporting period, Risers and Service drops, for which no Permit was required.
- 22.2 All Attachments that have become Nonfunctional during the relevant reporting period. The report shall identify the Pole on which the Nonfunctional Attachment is located, describe the Nonfunctional equipment, and indicate the approximate date the Attachment became Nonfunctional.
- 22.3 Any equipment Joint User has removed from Poles during the relevant reporting period. The report shall identify the Pole from which the equipment was removed, describe the removed equipment, and indicate the approximate date of removal. This requirement does not apply where Joint User is surrendering a Permit.

Article 23. Liability and Indemnification

- 23.1 **Liability.** Owner reserves to itself the right to maintain and operate its Poles in the manner that will best enable it to fulfill its service requirements. Except as expressly stated in this Agreement, Joint User agrees that its use of Owner's Poles is at Joint User's sole risk. Notwithstanding the foregoing, each Party shall exercise reasonable precaution to avoid damaging Facilities of the other Party and shall report to the other Party the occurrence of any such damage caused by its employees, agents, contractors, or subcontractors. Subject to Paragraph 23.6, the Parties agree to reimburse the other Party for all reasonable costs incurred by the other Party for the physical repair of Facilities damaged by the negligence or willful misconduct of either Party's employees, agents, contractors, or subcontractors who caused said damage.
- 23.2 **Indemnification.** Each Party to this Agreement, to the maximum extent permitted by applicable law, shall indemnify and hold harmless the other Party and its officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors from and against any and all claims to the extent caused by the negligence or willful misconduct of the indemnifying Party or the negligence or willful misconduct of the indemnifying Party's own employees, agents, contractors or subcontractors and to the extent such claims arise out of or relate to the indemnifying Party's performance under this Agreement, in each case except to the extent such claims are caused by the negligence, willful misconduct of or breach of this Agreement by the indemnified Party or its employees, agents, contractors or subcontractors. If the indemnifying

Party is obligated to defend the indemnitee in a legal proceeding, the indemnitee, at its own expense, may choose its own counsel.

23.3 Procedure for Indemnification

23.3.1 Each Party shall give prompt written notice to the other Party of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit, or proceeding filed by a third party against a Party, the Party shall give the notice to the other Party no later than fifteen (15) days after the Party receives written notice of the action, suit, or proceeding.

23.3.2 A Party's failure to give the required notice will not relieve the other Party from its obligation to indemnify the Party unless, and only to the extent, the other Party is materially prejudiced by such failure.

23.3.3 The indemnifying Party will have the right at any time, by notice to the indemnified Party, to participate in or assume control of the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to the indemnified Party. The indemnified Party agrees to cooperate fully with the indemnifying Party. If the indemnifying Party assumes control of the defense of any third-party claim, the indemnified Party shall have the right to participate in the defense with counsel of its choice and at its own expense. If the indemnifying Party does not assume control or otherwise participate in the defense of any third-party claim, the indemnifying Party shall be bound by the results obtained by the indemnified Party with respect to the claim.

23.3.4 No claim shall be compromised or settled by the indemnified Party without the prior written consent of the indemnifying Party. If the indemnifying Party assumes the defense of a third-party claim as described above, then in no event will the indemnified Party admit any liability with respect to, or settle, compromise or discharge, any third-party claim without the indemnifying Party's prior written consent.

23.4 Fines and/or Penalties

23.4.1 Any fines, penalties or other costs incurred by either Party for non-compliance by such Party with the requirement of any law(s), rule(s) or regulation(s) shall be the sole responsibility of such non-complying Party.

23.4.2 If a Party is assessed such fines, penalties, or other costs due to the non-compliance of the other Party, the non-complying Party shall indemnify and hold harmless the other Party against any and all losses, liabilities, damages, and claims suffered or incurred because of the non-complying Party's non-compliance. The non-complying Party shall also reimburse the other Party for any and all legal or other expenses (including attorneys' fees) reasonably incurred by the other Party in connection with such losses, liabilities, damages, and claims resulting from the non-complying Party's non-compliance.

23.5 Environmental Hazards. Joint User represents and warrants that its use of Owner's Poles will not generate any Hazardous Substances, that it will not store or dispose on or about Owner's Poles or transport to Owner's Poles any Hazardous Substances and that Joint User's Facilities will not constitute, or contain, and will not generate any Hazardous Substance in violation of federal, state, or local law now or hereafter in effect, including any amendments. "Hazardous Substance" shall be

interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, dangerous radio frequency radiation, or other similar terms by any federal, state, or local laws, regulations, or rules now or hereafter in effect, including any amendments. Joint User further represents and warrants that in the event of breakage, leakage, incineration, or other disaster, its Facilities would not release any Hazardous Substances. Joint User and its agents, contractors, and subcontractors shall defend, indemnify, and hold harmless Owner and its respective officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, punitive damages, or expenses (including reasonable attorneys' fees and all other costs and expenses of litigation) arising from or due to the release, threatened release, storage, or discovery of any Hazardous Substances on, under, or adjacent to Owner's Poles/Facilities attributable to Joint User's use of Owner's Poles.

23.6 No Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INCIDENTAL, INDIRECT, LIQUIDATED, OR SPECIAL DAMAGES, LOST REVENUE, OR LOST PROFITS TO ANY PERSON ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE OF ANY PROVISION OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

23.7 Municipal Liability Limits. No provision of this Agreement is intended, nor shall be construed, to be a waiver for any purpose by City of any applicable state limits on municipal liability or governmental immunity. No indemnification provision contained in this Agreement under which City indemnifies AT&T shall be construed in any way to limit any other indemnification provision contained in this Agreement.

Article 24. Duties, Responsibilities, and Exculpation

24.1 Duty to Inspect. Joint User acknowledges and agrees that Owner does not warrant the condition or safety of Owner's Facilities, or the premises surrounding the Facilities, and Joint User further acknowledges and agrees that it has an obligation to inspect Owner's Poles or premises surrounding the Poles, prior to commencing any work on Owner's Poles or entering the premises surrounding such Poles.

24.2 Knowledge of Work Conditions. By executing this Agreement, Joint User warrants that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that Joint User will undertake under this Agreement and that it fully understands or will acquaint itself with the Facilities, difficulties, and restrictions attending the execution of such work.

24.3 DISCLAIMER. OWNER MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO OWNER'S POLES OR FACILITIES ALL OF WHICH ARE HEREBY DISCLAIMED, AND OWNER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

24.4 Duty of Competent Supervision and Performance. The Parties further understand and agree that, in the performance of work under this Agreement, the Parties and their agents, employees, contractors, and subcontractors will work near electrically energized lines, transformers, communications and electrical Facilities. The Parties understand and intend that energy, communications and signals generated, stored, or transported by Facilities will not be interrupted during the continuance of this Agreement, except in Emergencies endangering life or threatening grave personal injury or property. The Parties shall ensure that their employees, agents, contractors, and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, agents, contractors, and subcontractors; employees, agents, contractors, and subcontractors of Owner; and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, Parties shall furnish their employees, agents, contractors, and subcontractors competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. Parties agree that in Emergency situations in which it may be necessary to de-energize any part of City's equipment, both Parties shall ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.

24.4.1 Requests to De-energize. If City de-energizes any equipment or line at AT&T's request and for its benefit and convenience in performing a particular segment of any work, AT&T shall reimburse City in accordance with Article 3.8, for all costs and expenses that City incurs in complying with AT&T's request. Before City de-energizes any equipment or line, it shall provide, upon request, an estimate of all costs and expenses to be incurred in accommodating AT&T's request.

24.5 Interruption of Service. If Joint User causes an interruption of service by damaging or interfering with any equipment of Owner, Joint User shall, at its own expense, immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting therefrom and shall notify Owner immediately.

24.6 Duty to Inform. Joint User further warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION) inherent in the work necessary to make installations on City's Poles by AT&T's employees, agents, contractors, or subcontractors, and AT&T accepts the duty and sole responsibility to notify and inform AT&T's employees, agents, contractors, or subcontractors of such dangers, and to keep them informed regarding same.

Article 25. Insurance

25.1 Policies Required. At all times during the term of this Agreement, the Parties shall keep in effect all insurance policies as described below:

25.1.1 Worker's Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits with a limit of liability no less than that required by Kansas law at the time of the application of this provision for each accident. Employers' liability insurance with limits of \$1,000,000 per accident, per disease per employee, and per disease policy limit. To the extent permitted by law, this policy shall include a waiver of subrogation in favor of the other Party. Each Party shall [PS14]require its contractors and subcontractors, working hereunder, and others, working hereunder, not protected under its insurance to obtain and maintain such insurance.

25.1.2 General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, [PS15][PS16]contractual coverage, broad form property damage, independent contractor's coverage. Limits of liability of \$2,000,000 general aggregate, \$1,000,000 products/completed operations aggregate, \$1,000,000 personal injury, and \$1,000,000 each occurrence. Contractors and subcontractors shall maintain policies written as provided above.

25.1.3 Automobile Liability Insurance. AT&T shall maintain a business automobile policy covering all owned, hired, and non-owned private passenger autos and commercial vehicles. Limits of liability of \$1,000,000 each accident. Contractors and subcontractors for AT&T shall maintain policies written as provided above. The City of Coffeyville shall maintain business automobile policy covering all owned, hired, and non-owned private passenger autos and commercial vehicles. Limits of liability of \$1,000,000 each occurrence, and \$1,000,000 aggregate. Contractors and subcontractors for the City of Coffeyville shall obtain and maintain policies written as provided above.

25.1.4 Umbrella Liability Insurance. Coverage is to be in excess of the sum of employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability of \$2,000,000 each occurrence, \$2,000,000 aggregate. Each party may use any combination of primary and excess insurance to meet the total limits required.

25.1.5 Property Insurance. Each Party will be responsible for maintaining property insurance on its own Facilities, buildings, and other improvements, including all equipment, fixtures, and structures, fencing, or support systems that may be placed on, within, or around the other Party's Facilities to protect fully against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance or self-insure such exposures. Each party may self-insure this coverage.

25.2 Qualification; Priority; Contractors' Coverage. The insurer must be authorized to do business under the laws of the state of Kansas and have an "A Minus" or better rating in Best's Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Joint User hereunder shall carry, in effect, workers' compensation and employers' liability, commercial general liability, and automobile liability insurance coverages of the type that the Parties are required to obtain under this Article 25.

25.3 Certificate of Insurance; Other Requirements. Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, Joint User will furnish Owner with a certificate of insurance ("Certificate") for the required insurance policies. The Certificate shall reference this Agreement and workers' compensation, property insurance, and waivers of subrogation required by this Agreement. Owner shall be given thirty (30) days advance notice of cancellation or nonrenewal of required insurance if not replaced during the term of this Agreement. Owner, its board members, commissioners, agencies, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be included as Additional Insureds under all of the policies, by endorsement as respects this Agreement, except workers' compensation, which shall be so stated on the Certificate of Insurance. All policies, other than workers' compensation along with AT&T Automobile Liability Insurance coverage in section 25.1.3, shall be written on an occurrence and not on a claims-made basis[PS17][PS18]. All

policies may be written with deductibles, not to exceed \$100,000 (except where a Joint User can demonstrate at least \$200 million in net worth of Joint User or its affiliated parent, then Joint User may determine its deductible limits in conjunction with its insurer.) The Parties agree to defend, indemnify, and hold harmless the other Party and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Each Party shall obtain Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to the other Party upon request.

- 25.4 Limits.** The limits of liability set out in this Article 25 may be increased or decreased by mutual consent of the Parties once per Term and with 60 days advanced written notice, which consent will not be unreasonably withheld by either Party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease either Party's exposure to risk.
- 25.5 Prohibited Exclusions.** No policies of insurance required to be maintained by the Parties or their contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Agreement except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to the other Party's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by either Party's contractors. This list of prohibited provisions shall not be interpreted as exclusive.
- 25.6 Deductible/Self-insurance Retention Amounts.** Each Party shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

Article 26. Assignment

- 26.1 Limitations on Assignment.** A Party shall not assign its rights or obligations under this Agreement, nor any part of such rights or obligations, without the prior approval of the other Party, which approval shall not be unreasonably withheld or delayed, except that a Pole Owner may assign its rights and obligations under this Agreement to an Affiliate provided it gives written notice to the other Pole Owner, and, whether the assignment is to an Affiliate or non-Affiliate, assignee agrees in writing to accept the obligations hereunder. Nothing herein contained shall prevent or limit the right of either Party to sell, mortgage any or all of its property, rights, privileges and franchises, or to lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such Party, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage or in case of such sale, lease, transfer, merger or consolidation, such Party shall cause its rights and obligations hereunder to pass to, and be acquired and assumed by, the purchaser on foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be. Provided further that, subject to all of the terms and conditions of this Agreement, either Party may permit, with written notice and written acceptance of the obligations hereunder by the new transferee, lessee, assignee, merging or consolidating company, as the case may be, to the other Party any corporation conducting a business of the same general character as that of such Party, and owned, operated, leased and controlled by it or an Affiliate, or associated or affiliated with it in interest, or connected with it, the use of all or any part of the occupancy provided for hereunder of any Pole covered by this Agreement for the Attachments used by such Party in the conduct of its business. The

Attachments of each Party hereto or of others Permitted by this Agreement shall at all times be and remain the property of the Party placing the Attachments with the full right of removal and shall not become subject to any liens against the other Party.

- 26.2 Obligations of Assignee/Transferee and Joint User.** No assignment or transfer under this Article 26 shall be allowed until the assignee or transferee becomes a signatory to this Agreement and assumes all obligations of Joint User arising under this Agreement. Joint User shall furnish Owner with prior written notice of the transfer or assignment, together with the name and address of the transferee or assignee.
- 26.3 Sub-licensing.** Without Owner's prior written consent, Joint User shall not sub-license or lease to any third party, including but not limited to, allowing third parties to place Attachments on Owner's Facilities, including over lashing, or to place Attachments for the benefit of such third parties on Owner's Poles. Any such action shall constitute a material breach of this Agreement. The use of Joint User's Facilities by third parties (including but not limited to leases of dark fiber) that involves no additional Attachment or over lashing is not subject to this Article 26.3.

Article 27. Failure to Enforce

Failure of Owner or Joint User to take action to enforce compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect until terminated, in accordance with this Agreement.

Article 28. Issue Resolution Process

- 28.1 Dispute Resolution.** Prior to the initiation of any litigation, except for an action seeking a temporary restraining order or injunction to compel compliance with this dispute resolution procedure, the Parties shall invoke the dispute resolution procedures in this Article to resolve a controversy, claim, or breach arising under this Agreement. Each Party will bear its own costs for dispute resolution activity.
- 28.2 Initial Meeting.** At either Party's written request, each Party will designate knowledgeable, responsible, senior representatives to meet and negotiate in good faith to resolve a dispute. The representatives will have discretion to decide the format, frequency, duration, and conclusion of these discussions. The Parties will conduct any meeting in-person or via conference call, as reasonably appropriate.
- 28.3 Executive Meeting.** If ninety (90) days after the first in-person meeting of the senior representatives, referenced in 28.2, the Parties have not resolved the dispute to their mutual satisfaction, each Party will designate executive representatives at the director level or above to meet and negotiate in good faith to resolve the dispute. To facilitate the negotiations, the Parties may agree in writing to use mediation or another alternative dispute resolution procedure.
- 28.3.1** The Parties regard the aforesaid obligation, to escalate to an executive-level, in-person meeting, as an essential and material provision of this Agreement and one that is legally binding upon them. If such Executive Meeting is not engaged in, either Party may seek to specifically enforce this obligation in the courts having jurisdiction hereunder.

- 28.4 Unresolved Dispute.** However, if after sixty (60) days from the first executive-level, in-person meeting, the Parties have not resolved the dispute to their mutual satisfaction, either Party may invoke any legal means available to resolve the dispute, including enforcement of the default and termination procedures set out in Article 29.
- 28.5 Confidential Settlement.** Unless the Parties otherwise agree in writing, communication between the Parties under this Article will be treated as confidential information developed for settlement purposes, exempt from discovery and inadmissible in litigation.
- 28.6 Business as Usual.** During any dispute resolution procedure or lawsuit, the Parties will continue providing services to each other and performing their obligations under this Agreement.
- 28.7 Penalties.** Penalties will continue to accrue pending dispute resolution procedures unless the dispute specifically involves a dispute over the application of the fee or penalty.

Article 29. Default

- 29.1** An Event of Default (each of the following being an “Event of Default”) shall be deemed to have occurred hereunder by a Party if:
- 29.1.1** A Party breaches any material term or condition of this Agreement or Permit granted hereunder; or
 - 29.1.2** A Party evades or attempts to evade any material provision of this Agreement or Permit granted hereunder; or
 - 29.1.3** A Party makes a material misrepresentation of fact in this Agreement or Permit granted hereunder; or
 - 29.1.4** A Party fails to complete work by the date and in accordance with the terms specified in this Agreement or Permit granted hereunder, unless an extension is obtained or unless the failure to complete the work is beyond the Joint User’s control or the result of a *Force Majeure Event*; or a Party fails to timely correct violations of Applicable Standards.
- 29.2** Upon the occurrence of any one or more of the Events of Default set forth in Article 29 hereof, Owner, at its option, in addition to and not in lieu of any other remedies provided for herein, shall be entitled to proceed to exercise any and all actions it may have in law or at equity, including drawing down upon any available bond for any fees, costs, expenses or penalties that Joint User has not paid, and, in addition, at its option, may terminate Joint User’s rights to Attach to the Pole and/or terminate the Permits to which the Event of Default pertain, or in the event the Event of Default pertains to all Poles and Permits (e.g. insurance, assignment, performance bond) to terminate this entire Agreement upon providing notice to Joint User, provided, however, Owner may take such action or actions only after first giving Joint User written notice of the Event of Default and a reasonable time in which Joint User may cure or commence diligent efforts to cure such Event of Default, which period of time shall be not less than sixty (60) days, except that the period of time shall not be less than twenty (20) days for monies past due and owing by Joint User to Owner; for failure to maintain adequate insurance, as provided for herein; and for failure to maintain any bonds required pursuant to this Agreement.

29.3 Without limiting the rights granted to a Party pursuant to the foregoing Article 29.2, the Parties hereto agree to conduct themselves reasonably and in good faith and to use a good faith effort to meet and to resolve outstanding issues, including but not limited to the Dispute Resolution Process of Article 28.

29.3.1 The above notwithstanding, Joint User's sole remedy if Owner is unable to perform a survey or complete Make-Ready Work within the prescribed timeframes under Articles 6 and 7 is the authority to perform such survey or Make-Ready itself at Joint User's expense, except any work in the electric supply space which must be done by City or a Qualified Contractor approved by City. City will provide, upon request, a list of Qualified Contractors approved to perform surveys or Make-Ready Work. Joint User may have such surveys or Mark-Ready Work done immediately upon expiration of the prescribed timeframes without any cure period or dispute resolution process.

29.3.2 Under no circumstances will a failure of Owner to meet the survey or Make-Ready time periods set out in Article 7 subject Owner to damages.

29.4 Upon termination of the entire Agreement for Default as provided for in Article 29.2 and after exhaustion of Dispute Resolution efforts, each Joint User shall remove its Attachments from all Owner Poles within twelve (12) months of the notice of default, or at a rate of one thousand (1,000) Attachments per month, whichever period results in the greatest length of time for completing removal. The Parties agree that the time period will be extended for a Party if Permit requests by that Party to install new poles to transfer its Attachments or Permit requests to underground its facilities are not being timely processed for reasons outside the control of the Party. If, after six months, the other Party is not on pace to complete removal of all of its Attachments by the end of the specified time period (including applicable extensions) or, after the specified time period (including applicable extensions) has elapsed and the other Party has not removed all of its Attachments, Owner shall have the right, without need for further dispute resolution efforts to remove Joint User's Attachments, and Joint User agrees to pay the cost, thereof within thirty (30) days after it has received an invoice from Owner. If applicable state or federal law provides that Joint User has a right to Attach to Owner's Poles, then both Parties shall in good faith negotiate rates, terms and conditions of a new Pole Attachment Agreement, but such negotiations shall not relieve either Party of their obligations to remove Attachments as set forth above.

Article 30. Receivership, Foreclosure or Act of Bankruptcy

30.1 The Pole use granted hereunder to Joint User shall, at the option of the Owner, cease and terminate one hundred twenty (120) days after the filing of bankruptcy or the appointment of a receiver(s) or trustee(s) to take over and conduct the business of the Joint User whether in a receivership, reorganization, bankruptcy or other action or proceeding unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless such receivers or trustees shall have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Agreement granted pursuant hereto, and the receivers or trustees within said one hundred twenty (120) days shall have remedied all Defaults under this Agreement.

30.2 In the case of foreclosure or other judicial sale of the property and equipment of Joint User, or any part thereof, including or excluding this Agreement, Owner may serve notice of termination upon Joint User and the successful bidder at such sale, in which event this Agreement herein granted, and

all rights and privileges of this Agreement hereunder shall cease and terminate thirty (30) days after service of such notice, unless:

30.2.1 Owner shall have approved the transfer of this Agreement to the successful bidder, as and in the manner in this Agreement provided; and

30.2.2 Such successful bidder shall have covenanted and agreed with Owner to assume and be bound by all the terms and conditions to this Agreement.

Article 31. Removal of Attachments

Joint User may at any time remove its Attachments from any Facility of Owner but shall promptly give Owner written notice of such removals. No refund of any rental fee will be due on account of such removal.

Article 32. Performance Bond As the Parties may mutually agree, a Joint User may be required to furnish a performance bond executed by a surety company reasonably acceptable to Owner which is duly authorized to do business in the state of Kansas in an amount up to fifty thousand dollars (\$50,000.00), or such other amount as the Parties may mutually agree to, for the duration of this Agreement as security for the faithful performance of this Agreement and for the payment of all persons performing labor and furnishing materials in connection with this Agreement.

Article 33. Term of Agreement

33.1 This Agreement shall become effective upon its execution and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for a term of ten (10) years and, unless terminated by either Party, shall automatically be renewed for one additional five (5) year term. Either Party may terminate this Agreement at the end of the initial term or a successor term by giving written notice of intent to terminate the Agreement at the end of the then-current term. Such a notice must be given at least ninety (90) days prior to the end of the then-current term.

33.2 Even after the termination of this Agreement, the Parties' indemnity obligations shall continue as provided for in Article 23.

Article 34. Amending Agreement

This Agreement shall not be amended, changed, or altered except in writing and with approval by authorized representatives of both Parties.

Article 35. Notices

35.1 Wherever in this Agreement notice is required to be given by either Party to the other, such notice shall be in writing and shall be effective when personally delivered to, or when mailed by certified mail or courier delivery, with return receipt requested, with postage prepaid, and except where specifically provided for elsewhere, properly addressed as follows:

To City	City of Coffeyville
	Attn: Melissa Carter, City Clerk
	P.O. Box 1629
	Coffeyville, KS 67337
	mcarter@coffeyville.com

Phone: (620) 252-6108
Facsimile: (620) 252-2175

Field Contract: Thomas Osborn, Engineering
P.O. Box 1629
Coffeyville, KS 67337
tosborn@coffeyville.com
Phone: (620) 252-6131

To AT&T: AT&T
Attn: Andrew Reed
Lead Sourcing Management
9444 Nall Ave, O.P., KS 66207
ar6749@att.com
816-223-5095

Payments: City of Coffeyville
Attn: Toby Hunt, City Treasurer
P.O. Box 1629
Coffeyville, KS 67337
thunt@coffeyville.com
Phone (620) 252-6142
Facsimile (620) 252-2175

or to such other address as either Party, from time to time, may give the other Party in writing.

- 35.2** The above notwithstanding, the Parties may agree to utilize electronic communications such as NJUNS for notifications related to the Permits Application and approval process and necessary transfer or Pole modifications.

Each Party shall maintain an emergency telephone number, not available to the general public, where the other Party can contact it to report damage to its Facilities or other situations requiring immediate communications between the Parties. Such contact person shall be qualified and able to respond to concerns and requests regarding this Agreement. The Parties shall update the emergency telephone number as needed. However, in the event the City of Coffeyville is unable to contact AT&T in an Emergency, The following provisions shall apply. In an Emergency, when a Joint Use Pole requires immediate replacement, the City of Coffeyville may, but shall not be required to, replace the old Pole with a new Pole, and may also transfer all or a part of AT&T's Attachments, including Equipment Attachments, from the old Pole to the new Pole without giving notice. Following completion of any work done in an Emergency, the City of Coffeyville shall advise AT&T that a new Pole has been set and whether AT&T's Attachments, including Equipment Attachments, have been transferred from the old Pole to the new Pole or that AT&T's Attachments and/or Equipment Attachments need to be transferred. If AT&T is so advised to transfer the Attachments, including Equipment Attachments, AT&T shall do so within thirty (30) days of all prerequisite work

being completed by the City and/or Other User(s), or within whatever less time may be required by a government entity or property owner, and shall notify the City immediately that such transfer has been completed. If a new Pole has been set and AT&T's Attachments, including Equipment Attachments, have been transferred from the old Pole to the new Pole, then Notice of such an Emergency transfer will be given via NJUNS to AT&T within a reasonable time following the transfer.

In the event the City replaces an AT&T pole with a new Pole, AT&T shall reimburse the City for the full cost of the AT&T new Pole, as well as for the actual and documented costs incurred by the City in replacing the pole and/or transferring AT&T's Attachments, including Equipment Attachments, plus a twenty-five (25%) adder. In addition, in the event of such replacement of Pole and/or Transfer of Attachments, including Equipment Attachments, AT&T expressly waives all claims of liability against the City whether at law or in equity resulting either directly or indirectly from such replacement and/or transfer.

Article 36. Entire Agreement

This Agreement and its Appendices constitute the entire Agreement between the Parties concerning Attachments of Joint User's Facilities on Owner's Poles within the geographical service area covered by this Agreement. Unless otherwise expressly stated in this Agreement, all previous agreements, whether written or oral, between Owner and Joint User are superseded and of no further effect.

Article 37. Severability

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either Party, such provision shall not render unenforceable this entire Agreement. Rather, the Parties intend that the remaining provisions shall be administered as if the Agreement did not include the invalid provision.

Article 38. Governing Law

Except to the extent federal law is applicable and preempts state law (if there is applicable state law), all matters relating to this Agreement shall be governed by the laws (without reference to choice of law) of the state of Kansas.

Article 39. Incorporation of Recitals and Appendices

The recitals stated above and all Appendices to this Agreement are incorporated into and constitute part of this Agreement.

Article 40. Force Majeure

If either Owner or Joint User is prevented or delayed from fulfilling any term or provision of this Agreement by any reason beyond its control and without its fault or negligence, including, but not limited to fire, flood, earthquake, or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, epidemic or pandemic, unavailability of equipment of vendor, then performance of such acts shall be excused for the period of the unavoidable delay, and the affected Party shall endeavor to remove or overcome such inability as soon as reasonably possible.

Article 41. Counterparts

This Agreement may be executed in any number of counterparts by the Parties, each of which when so executed will be an original, but all of which together will constitute one and the same instrument. To facilitate execution of this Agreement, the Parties may execute and exchange electronic form counterparts of the signature pages to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate on the day and year first written above.

City of Coffeyville,
Deborah Maples, Mayor
102 W. 7th Street,
P.O. Box 1629
Coffeyville, KS 67337

By: _____

Title: _____

COFFEYVILLE

STATE OF KANSAS

: ss

County of _____

I, the undersigned, a Notary Public in and for the State of Kansas, hereby certify that on the ____ day of _____, 20____, personally appeared before me Alec Hendryx, Mayor, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year above written.

Notary Public in and for the
State of Kansas.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate on the day and year first written above.

SOUTHWESTERN BELL TELEPHONE d/b/a AT&T

_____ (name and title)

_____ (address)

_____ (city, state, and zip code)

By: _____

Title: _____

SOUTHWESTERN BELL TELEPHONE d/b/a AT&T

STATE OF KANSAS

: ss

County of _____

I, the undersigned, a Notary Public in and for the State of _____, hereby certify that on the _____ day of _____, 20____, personally appeared before me _____ (name) _____ (title) to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year above written.

Notary Public in and for the
State of Kansas.

APPENDIX A—FEES and CHARGES

The Annual Pole Attachment Fee shall be based on the number of Poles that are occupied on the first day of December of the year in which the Fee accrues. The Parties agree to the baseline audit conducted in 2022 as to the number of Joint Use Poles that each Party occupies. The Party owning the greater number of Joint Use Poles shall render to the other Party a net fee invoice. Such invoice shall reflect the number of Joint Use Poles owned by each Party, multiplied by the then current Annual Pole Attachment Fee as set forth in this Appendix A, with the net difference being the actual amount invoiced.

The Annual Pole Attachment Fee shall be as set out below for the ten (10) year period ending on Dec. 31, 2034. Thereafter, the Attachment Fees shall be reviewed and agreed to by the Parties, or pursuant to Kansas law, every five (5) years or for a time period agreed to by the Parties. The Parties will meet before July 31 of the last year of this rate schedule. The new rate shall be effective January 1 of the following year.

10 Year Fee Schedule

Year	Price	% Increase
2025	\$14.07	N/A
2026	\$14.07	N/A
2027	\$14.50	3%
2028	\$14.94	3%
2029	\$15.39	3%
2030	\$15.85	3%
2031	\$16.33	3%
2032	\$16.82	3%
2033	\$17.32	3%
2034	\$17.84	3%
2035	\$18.38	3%

. New Communications Attachments Permitted after the Effective Date of this Agreement shall only occupy twelve (12) inches of vertical space on a Pole, as measured either above or below (but not both) the point of Attachment, and any Attachment outside of the twelve inches shall be deemed to constitute a separate Attachment for Pole Attachment Fee calculation purposes.

Non-Recurring Fees

1. Joint Use License Application Fee: One Hundred dollars (\$100.00) per Application (limit 50 Attachments per application).
2. Make Ready Work and Other Charges: See Article 3 and Article 7 of this Agreement. |
3. [AR19][PS20]Grounding Connection Fee: Two Hundred dollars (\$200) per connection. See Article 16 of Agreement.
5. The Parties reserve the right to mutually adjust non-recurring fees from time to time to cover actual costs, provided any such adjustments are mutually agreeable and applied on a nondiscriminatory basis to all Attaching Entities.

Penalties

Standard Unauthorized Attachment Fee: In the event a Joint User is found to have an Unauthorized Attachment on a Joint Use Pole, the violating Joint User shall pay back rent for all Unauthorized Attachments (except Service Drops, Overlash Attachments and/or Riser Attachments where an existing licensed Pole Attachment exists) for a period of five (5) years, or since the date of the last inventory of Joint Use Poles (whichever period is shortest), at the rental rates in effect during such periods. ^[AR21]_[PS22]**Unauthorized Attachment Penalty:** Fifty dollars (\$50.00) per Unauthorized Attachment.

APPENDIX B—Pole Attachment Application

APPLICATION FOR POLE ATTACHMENT PERMIT

To: Joint Use Pole Owner
Address:

Date:
Permit #:

Attention: Engineering Manager

In accordance with the terms and conditions of the Agreement between Coffeyville, KS and AT&T, dated _____, 20____, an Application is hereby made for a Permit to make Attachments and/or Over lash to the following Pole(s):

Pole No.	Location	Attachments/Over lash
----------	----------	-----------------------

Application
By:

Permission
Granted By:

(Address)
(City)

(Address)
(City)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Cost Accepted: _____

Cost: _____

1. Application shall be submitted electronically.
2. The designation of the Owner of every 5th pole shall be shown with the pole number.
3. A complete description of all Facilities shall be given; including quantities, sizes and types of all cables and equipment.
4. Joint user will notify all other attaching Entities of the need to transfer and/or rearrange Attachments.

APPENDIX C—Standard Drawings

All attachments shall be in accordance with each Owner's required construction standards. A copy of these standards shall be available on the Joint User's webpage, and a hard copy shall be provided upon request.

APPENDIX D—Annual Additional Attachment Report

Consistent with Article 22 of the Agreement, each Joint User's Annual Pole Attachment Report shall include the following:

The number of poles on which Joint User has installed Risers and Service Drops for which no Permit was required: _____

The number of Attachments that have become Nonfunctional during the relevant reporting period:

Provide Pole List with the following:

<u>Pole Number</u>	<u>Description of Nonfunctional Attachment</u>	<u>Date it was Nonfunctional</u>
--------------------	--	----------------------------------

The list of equipment that has been removed from Poles during the relevant reporting period:

Provide the List with the following:

<u>Pole Number</u>	<u>Description of Equipment Removed</u>	<u>Date of Removal</u>
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**CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM**

MEETING DATE	December 9, 2025	
RESOLUTION OR ORDINANCE NUMBER	R-25-137	
AGENDA TITLE	STEAM PLANT ROOF REPLACEMENTS	
REQUESTING DEPARTMENT	Electric Generation	
PRESENTER	Chris Weiner, Johnathon Carson	
FISCAL INFORMATION	Cost as recommended:	\$213,000
	Budget Line Item:	810-5-030-610
	Balance Available	\$213,000
	New Appropriation Required:	☒ Yes ☐ No
PURPOSE	To authorize the replacement of three deteriorated roof sections at the Steam Plant facility located at 605 S. Santa Fe, including the Old Generator Area Roof, the Turbine 7 Roof, and Tool Room Roof.	
BACKGROUND	The Steam Plant roof is split into multiple sections that vary significantly in age. Prior administrations followed a plan to replace one or two sections per year, but no replacements have occurred since 2022 due to budget shortfalls. As a result, several areas have experienced advancing deterioration, active leaking, and—in one case—roof-deck damage.	

SPECIAL NOTES	Three roof sections now require replacement to prevent further water intrusion, structural deterioration, and operational impacts inside the facility. Staff obtained updated 2025 quotes from Jeff Graham Construction for all three roof sections. Previous contingency (10–15%) was incorporated into CIP planning; however, inflation since the last quoted amounts consumed part of the prior contingency. Remaining contingency (<5–10%) is included in the updated estimates to account for concealed deck repairs once the roofing layers are removed.
ANALYSIS	The following updated cost proposals were received from Jeff Graham Construction: • Old Generator Area Roof: \$84,268.60 + <5% contingency • Steam Plant Tool Room Roof: \$27,909 + <5% contingency • Turbine 7 Roof: \$87,005.32 + <10% contingency The combined total for the three sections, including contingency, falls within the requested not-to-exceed amount of \$213,000. Replacement of these roof sections will address ongoing leaks, prevent future structural deterioration, and realign the deferred roof-rotation schedule originally established for the facility.
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends the Mayor direct the Director of Finance to issue a purchase order not to exceed \$213,000 to Jeff Graham Construction to replace the three Steam Plant roof sections at 605 S. Santa Fe.
REFERENCE DOCUMENTS ATTACHED	CIP Project Worksheet Jeff Graham Quotes

RESOLUTION NO. R-25-137

A RESOLUTION TO AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$213,000 TO J GRAHAM CONSTRUCTION FOR THE REPLACEMENT OF THREE STEAM PLANT ROOF SECTIONS AT 605 S. SANTA FE FOR THE CITY OF COFFEYVILLE ELECTRIC UTILITY.

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, KS, that the Finance Director be and is hereby authorized and directed to issue a purchase order in an amount not to exceed \$213,000 to J Graham Construction for the replacement of the Old Generator Area Roof, the Turbine 7 Roof, and the Steam Plant Tool Room Roof at the City of Coffeyville Steam Plant located at 605 S. Santa Fe.

ADOPTED THIS 9th DAY OF DECEMBER, 2025.

Deborah Maples, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

J.Graham Construction, Inc
PO 874
Coffeyville, KS 67337 US
+16209485088
sjgraham61@jgrahamconstruction.com

Bid Proposal

ADDRESS

City of Coffeyville, KS
102 W. 7th St.
Coffeyville, KS 67337

SHIP TO

City of Coffeyville, KS
102 W. 7th St.
Coffeyville, KS 67337

BID PROPOSAL # 1119

DATE 08/07/2025

PROJECT

Power Plant/Tool Room

DESCRIPTION	ACTIVITY	QTY	RATE	AMOUNT
Remove Existing two layer roof and haul away	Services	1	4,284.00	4,284.00
Install two inch iso board insulation mechanically attached to metal decking	Services	1	4,725.00	4,725.00
Install fully adhered 60 mil TPO roof membrane, flashings and accessories	Services	1	10,395.00	10,395.00
Fabricate and install sheet metal drip edge, gutter, downspouts and counter flashings	Services	1	4,536.00	4,536.00
Install reinforced walk pad from roof access point to wall mounted ladder.	Services	1	945.00	945.00
Lift Rental	Services	1	1,764.00	1,764.00
Two year contractor workmanship warranty	Services	1	0.00	0.00
Fifteen year manufactures roof system warranty	Services	1	1,260.00	1,260.00

All material is guaranteed to be as specified and all work completed according to standard practices. Alteration from above specifications involving extra cost will only be executed with owners approval and will become an extra charge over and above contract amount. All estimates will be honored within 90 days of date, unless other arrangements are in place.

SUBTOTAL	27,909.00
TAX	0.00
TOTAL	\$27,909.00

Accepted By

Accepted Date

ESTIMATE

J.Graham Construction, Inc
PO 874
Coffeyville, KS 67337

sjgraham61@jgrahamconstruction.c
om
+1 (620) 948-5088

Bill to
City of Coffeyville, KS
102 W. 7th St.
Coffeyville, KS 67337

Ship to
City of Coffeyville, KS
102 W. 7th St.
Coffeyville, KS 67337

Estimate details

Project: Power Plant Old Generator

Estimate no.: 1165
Estimate date: 08/07/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Services	Remove gravel ballast and haul away	1	\$6,804.00	\$6,804.00
2.		Services	Remove two layer roof and haul away	1	\$12,096.00	\$12,096.00
3.		Services	Install tapered insulation at East wall for positive drainage	1	\$1,789.00	\$1,789.00
4.		Services	Install two inch iso board insulation adhered to concrete deck	1	\$17,010.00	\$17,010.00
5.		Services	Install fully adhered 60 mil TPO roof membrane, flashings and accessories	1	\$36,036.00	\$36,036.00
6.		Services	Fabricate and install new sheet metal counter flashings and scupper	1	\$7,056.00	\$7,056.00
7.		Services	Lift Rental	1	\$1,764.00	\$1,764.00
8.		Services	Two year contractor workmanship warranty	1	\$0.00	\$0.00
9.		Services	Manufactures 15 year roof system warranty	1	\$1,713.60	\$1,713.60

Total

\$84,268.60

Note to customer

All material is guaranteed to be as specified and all work completed according to standard practices. Alteration from above specifications involving extra cost will only be executed with owners approval and will become an extra charge over and above contract

J.Graham Construction, Inc
PO 874
Coffeyville, KS 67337 US
+16209485088
sjgraham61@jgrahamconstruction.com

Bid Proposal

ADDRESS City of Coffeyville, KS 102 W. 7th St. Coffeyville, KS 67337	SHIP TO City of Coffeyville, KS 102 W. 7th St. Coffeyville, KS 67337	BID PROPOSAL # 1121 DATE 08/07/2025
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PROJECT
Power Plant/Turbine7roofreplace

DESCRIPTION	ACTIVITY	QTY	RATE	AMOUNT
Remove gravel ballast and haul away	Services	1	5,292.00	5,292.00
Remove two layer roof and haul away	Services	1	11,088.00	11,088.00
Mechanically attach two inch iso board insulation to metal deck.	Services	1	15,592.50	15,592.50
Install tapered insulation between roof drains for positive water drainage.	Services	1	4,248.72	4,248.72
Install fully adhered 60 mil TPO roof membrane, flashings and accessories	Services	1	33,793.00	33,793.00
Install reinforced walk pad at ladder	Services	1	315.00	315.00
Fabricate and install sheet metal counter flashings and overflow scupper	Services	1	4,951.80	4,951.80
Crane Fees	Services	1	9,481.50	9,481.50
Two year contractor workmanship warranty	Services	1	0.00	0.00
Fifteen year manufactures roof system warranty	Services	1	2,242.80	2,242.80

All material is guaranteed to be as specified and all work completed according to standard practices. Alteration from above specifications involving extra cost will only be executed with owners approval and will become an extra charge over and above contract amount. All estimates will be honored within 90 days of date, unless other arrangements are in place.	SUBTOTAL	87,005.32
	TAX	0.00
	TOTAL	\$87,005.32

Capital Improvement Project Summary



Department:			
Contact:			
Project Title:			
CIP Status:	☐ New Project ☐ Modify Existing	Project Type:	☐ Renewal/Replacement ☐ Enhancement/New
Budget:		Budget Line Item:	

Project Description/Location:

Justification:

Photos: (if applicable)

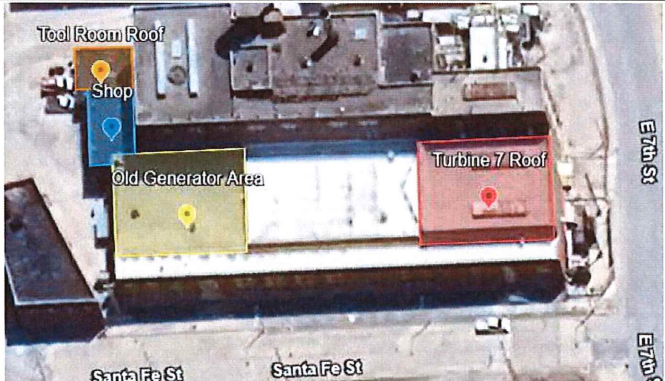


Estimated Costs	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Planning, Design, & Engineering							
Construction/Labor							
Equipment							
Land Acquisition							
Other							
Yearly Total							

Currently Funded? ☐ Fully ☐ Partially ☐ No ☐ Deferred since: _____

Funding Note:

Coffeyville
Municipal Light & Power

Department:		Electric Generation					
Contact:		Johnathon Carson					
Project Title:		Steam Plant Tool Room Roof					
CIP Status:		☒ New Project ☐ Modify Existing		Project Type:		☒ Renewal/Replacement ☐ Enhancement/New	
Budget:		\$ 29,250.00		Budget Line Item:		810-5-030-610	
Project Description/Location: Steam Plant Tool Room - 605 S. Santa Fe Previous administration chose to re-roof a section or two of the steam plant per year. None of these roof sections have been replaced since 2022 due to budget shortfalls.							
Justification: Currently, this roof area has significant leaking Quoted at \$26,580.00 with added 10% contingency							
Photos: (if applicable) 							
Estimated Costs	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Planning, Design, & Engineering							
Construction/Labor		\$ 29,250.00					
Equipment							
Land Acquisition							
Other							
Yearly Total	\$ 0.00	\$ 29,250.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Currently Funded?	☐ Fully ☐ Partially ☒ No ☒ Deferred since: 2018						
Funding Note:							

Department:	Electric Generation		
Contact:	Johnathon Carson		
Project Title:	Steam Plant Turbine 7 Roof		
CIP Status:	☒ New Project ☐ Modify Existing	Project Type:	☒ Renewal/Replacement ☐ Enhancement/New
Budget:	\$ 95,500.00	Budget Line Item:	810-5-030-610

Project Description/Location:

Steam Plant Turbine 7 Roof - 605 S. Santa Fe

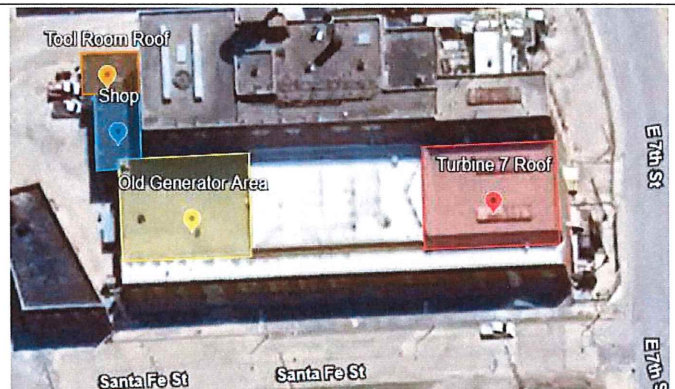
Previous administration chose to re-roof a section or two of the steam plant per year. None of these roof sections have been replaced since 2022 due to budget shortfalls.

Justification:

Currently, this roof area has significant roof deck damage and is leaking

Quoted at \$82,862.40 with added 15% contingency

Photos: (if applicable)



Estimated Costs	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Planning, Design, & Engineering							
Construction/Labor		\$ 95,500.00					
Equipment							
Land Acquisition							
Other							
Yearly Total	\$ 0.00	\$ 95,500.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Currently Funded?	☐ Fully ☐ Partially ☒ No ☒ Deferred since: <u>2018</u>						
Funding Note:							

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	December 9 th , 2025	
RESOLUTION OR ORDINANCE NUMBER		
AGENDA TITLE	Affirming Planning Commission Denial of Rezoning Request for –912 W 8 th Street.	
REQUESTING DEPARTMENT	Planning and Zoning	
PRESENTER	Amber Dean, Director of Community Development	
FISCAL INFORMATION	Cost as recommended:	
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	☐ Yes ☐ No
PURPOSE	To consider the Planning & Zoning Commission's recommendation to deny the request to rezone 912 W. 8th Street from C-4 Service Commercial to R-1 Single-Family Residential.	
BACKGROUND	The applicants, Aaron and Peggy Titus, requested rezoning of 912 W. 8th Street from C-4 to R-1 to formalize the use of the property as a residence. The property is currently used as living quarters and is non-conforming under C-4. The Planning staff reviewed the request and found that R-1 zoning is not compatible with the commercial corridor along W. 8th Street, which is designated for highway commercial uses in the Comprehensive Plan. Residential uses are already allowed within C-4 if they meet R-4 standards, making rezoning unnecessary Based on these factors, the Planning and Zoning Commission voted to deny the rezoning request.	
SPECIAL NOTES	Residential use can continue under C-4 if the structure complies with R-4 residential requirements	

ANALYSIS	
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	Planning Commission Recommendation Denial of the rezoning request.
STAFF RECOMMENDATION	Affirm the Planning and Zoning Commission's denial of the rezoning request for 912 W. 8th Street.
REFERENCE DOCUMENTS ATTACHED	Rezoning Application



www.coffeyville.com
Information@coffeyville.com

City of Coffeyville
P.O. Box 1629
Coffeyville, Kansas 67337

City Planning and Zoning
P (620) 252-6128
F (620) 252-6175

APPLICATION FOR REZONING

Date: 10-22-25

TO: CITY OF COFFEYVILLE PLANNING AND ZONING COMMISSION

Commissioners:

The consideration of the rezoning of the following property is hereby requested.

STREET ADDRESS: 912 W. 8th Street

LEGAL DESCRIPTION: CAMA# = 197-35-D-3D-25-D11-DU-D-01
Subdiv = D91 BIK. 1 LOTS

NAME OF PRESENT OWNER: Aaron + Peggy Titus

ADDRESS OF PRESENT OWNER: 2628 Ns 411 Rd South Coffeyville OK. 74072

PHONE NUMBER: 620-870-1373

PRESENT ZONING CLASSIFICATION: Commercial

PRESENT USE: Living Quarters

AREA OF PROPERTY PROPOSED TO BE REZONED: 3 acres REQUESTED ZONING CLASSIFICATION: Residential
(SQUARE FEET OR ACRES)

PROPOSED USE OF PROPERTY IF REZONED: Residence

NOTE: ATTACHED IS A PLAT SHOWING PROPERTY PROPOSED TO BE REZONED, THE PRESENT ZONING CLASSIFICATION AND USE.

FEE: \$100.00
ABSTRACT FEE: \$ 75.00

TOTAL FEES: \$175.00

FEE PAID: \$175.00

RECEIPT NO. 01425722

APPLICANT

STREET ADDRESS

CITY

STATE

ZIP

PHONE NUMBER

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	December 9, 2025	
RESOLUTION OR ORDINANCE NUMBER	Ordinance G-25-10	
AGENDA TITLE	Consideration and Adoption of Ordinance Amending Chapter 36, Article II, Division 3 – Outdoor & Sidewalk Dining Regulations	
REQUESTING DEPARTMENT	Community Development	
PRESENTER	Amber Dean, Director of Community Development	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	☐ Yes ☐ No
PURPOSE	The purpose of this item is to update and replace the City's existing Sidewalk Dining License regulations with a modernized Outdoor & Sidewalk Dining Ordinance. The revised ordinance establishes clear standards for outdoor dining, sidewalk seating, and parklet dining within the public right-of-way, improving safety, aesthetics, accessibility, and administrative processes.	
BACKGROUND	The City's current sidewalk dining regulations are outdated and do not address ADA requirements, barrier standards, parklets, or updated administrative procedures. Staff and the City Attorney developed a comprehensive replacement ordinance to ensure safety, accessibility, and uniformity while supporting local businesses interested in outdoor dining.	
SPECIAL NOTES		

ANALYSIS	The ordinance: • Defines sidewalk dining, outdoor dining, and parklet requirements. • Establishes standardized barrier, furniture, and clearance criteria. • Requires insurance and protects the City's right-of-way. • Creates a clear licensing, inspection, and appeal process. • Allows seasonal parklet dining (April 1–October 31). These updates support downtown revitalization and create a safe, consistent appearance across outdoor dining areas.
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends approval of Ordinance G-25-10 replacing Division 3 with the updated Outdoor & Sidewalk Dining regulations.
REFERENCE DOCUMENTS ATTACHED	Outdoor & Sidewalk Dining Ordinance

ORDINANCE NO. G-25-10

AN ORDINANCE AMENDING CHAPTER 36, ARTICLE II, OF THE CODE OF ORDINANCES OF THE CITY OF COFFEYVILLE, KANSAS, BY REPEALING DIVISION 3 (SIDEWALK DINING LICENSE) AND REPLACING IT WITH A NEW DIVISION 3 (OUTDOOR AND SIDEWALK DINING).

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

Section 1. That Chapter 36, Article II, Division 3, of the Code of Ordinances of the City of Coffeyville, Kansas, is hereby amended to read as follows:

DIVISION 3. OUTDOOR AND SIDEWALK DINING

Sec. 36-93. Purpose.

The governing body finds that outdoor dining contributes to a vibrant and pedestrian-friendly environment, enhances downtown aesthetics, and supports local business vitality. It is therefore in the public interest to allow hospitality establishments to operate outdoor dining areas, subject to reasonable regulations that protect public safety, preserve accessibility, and maintain the character of the City.

Sec. 36-94. Definitions.

The following words, terms, and phrases, when used in this Division 3, shall, except where the context clearly indicates otherwise, have the following meanings:

- a. *Applicant* shall refer to a hospitality establishment, or a person authorized to act in its behalf, that has filed with the City Clerk an application for an Outdoor and Sidewalk Dining License.
- b. *Building Official* shall mean the person designated by the City Manager to review, approve, and enforce the provisions of this division and to administer all Outdoor and Sidewalk Dining Licenses issued hereunder.
- c. *Hospitality establishment* shall mean any business, however organized, that sells food, beverages, or both for consumption by patrons on the premises.
- d. *Licensee* shall mean any hospitality establishment that has been issued a valid Outdoor and Sidewalk Dining License by the City under this division
- e. *Outdoor and Sidewalk Dining area* shall mean a defined space located on a public sidewalk, within on-street parking stalls, or on adjacent private property, approved by the City for the consumption of food, beverages, or both, by patrons of a hospitality establishment.
- f. *Parklet* shall mean the conversion of up to three contiguous on-street parking stalls directly adjacent to a hospitality establishment into an outdoor dining area, designed and furnished in accordance with this division and approved by the Building Official.

- g. *Sidewalk* shall mean the public right-of-way or easement adjoining the property line of a hospitality establishment.
- h. *Sidewalk dining* shall mean the consumption of food, beverages, or both, by patrons of a hospitality establishment within a licensed area of a sidewalk.

Sec. 36-95. Outdoor and Sidewalk Dining License required; license fee.

- a. No hospitality establishment shall permit sidewalk dining or parklet dining without first obtaining an Outdoor and Sidewalk Dining License from the City of Coffeyville. The Outdoor and Sidewalk Dining License shall contain the seal of the City, the name and mailing address of the licensee, and the expiration date of the license.
- b. The Outdoor and Sidewalk Dining License shall be valid through and including December 31 of the year in which it is issued, unless sooner suspended or revoked as provided herein.
- c. The annual fee for an Outdoor and Sidewalk Dining License shall be set by the city's fee schedule.
- d. The license fee shall be consideration for the commercial use of the public right-of-way. The license fee shall not be prorated and shall not be refunded in the event of suspension, revocation, or voluntary discontinuance of outdoor dining operations.

Sec. 36-96. Outdoor and Sidewalk Dining License Application. Application for an Outdoor and Sidewalk Dining License shall be made to the City Clerk on a form provided by the City for that purpose. The applicant shall complete the form in full and shall include:

- a. The name of the hospitality establishment to be licensed, including its email address, business address, business telephone, and mailing address.
- b. If the hospitality establishment to be licensed is a corporation, partnership, or other business organization, the names, addresses, and age of all officers, directors, partners, or members.
- c. The name, address, email address, and phone number of the manager of the hospitality establishment.
- d. Remittance of the Outdoor and Sidewalk Dining License fee in the prescribed amount.
- e. A copy of a certificate of insurance, in accordance with Section 36-98(c), establishing that the applicant has procured appropriate liability insurance and that said insurance is current and in force.
- f. A copy of the applicant's Kansas Food Establishment License.
- g. A copy of the applicant's State of Kansas Sales and Liquor Tax Reports, if any, for the preceding twelve months.
- h. A site plan showing seating layout, pedestrian clearance (minimum four feet), barrier type, and any umbrellas or canopies (minimum 80-inch clearance).
- i. For parklet dining, a scaled drawing showing the exact parking stalls (three or fewer) proposed, barrier materials, visibility reflectors, and ADA access route.
- j. The applicant's signature and the date.

Sec. 36-97. Outdoor and Sidewalk Dining License issuance; denial.

- a. The Building Official shall review each application for an Outdoor and Sidewalk Dining License to ensure compliance with zoning, accessibility, and design standards, and shall inspect the proposed location, as necessary. Upon confirmation that the proposed licensed area complies with the provisions of this division, the Building Official shall forward the approved application and inspection findings to the City Clerk.
- b. The City Clerk shall process and issue the Outdoor and Sidewalk Dining License upon receipt of an approved application from the Building Official, provided that the applicant is not otherwise disqualified under this division.
- c. The City Clerk shall deny any application if one or more of the following conditions exist:
 - 1. The application is incomplete; or
 - 2. The hospitality establishment has had an Outdoor and Sidewalk Dining License revoked by the City for any reason within the preceding two years.
- d. If the application is incomplete, the City Clerk shall notify the applicant in writing and shall allow the applicant additional time to provide the required information. Upon receipt of a completed application, the City Clerk shall forward it to the Building Official for final review, prior to issuance.
- e. If the hospitality establishment has had an Outdoor and Sidewalk Dining License revoked within the previous two years, the City Clerk shall deny the application by issuing a written notice of denial letter to the applicant. The notice of denial shall:
 - 1. Be mailed to the applicant at the address listed on the application.
 - 2. State the reason or reasons for denial; and
 - 3. Inform the applicant of the applicant's right to appeal the denial to the City's Planning and Zoning Commission as provide in Section 36-104.

Sec. 36-98. Design and placement standards.

Each Outdoor and Sidewalk Dining License issued by the City shall be subject to the following conditions and requirements:

- a. The use of the public right-of-way shall be in conformance with the zoning regulations governing the real property upon which the licensee is located. The use shall be limited to the sale, possession, and consumption of food, beverages, or both as part of the business of the licensee.
- b. In conjunction with its application for an Outdoor and Sidewalk Dining License, the applicant shall submit a site plan to the Building Official. The site plan shall include the following:
 - 1. The total square footage of the Outdoor and Sidewalk Dining area.
 - 2. A drawing or diagram showing:
 - a. The seating configuration within the Outdoor and Sidewalk Dining area;

- b. A minimum of four feet width of unobstructed sidewalk reserved for pedestrian use within or adjacent to the Outdoor and Sidewalk Dining area; and
 - c. Any umbrellas proposed to be maintained within or overhanging the Outdoor and Sidewalk Dining area or the sidewalk, which shall maintain a minimum vertical clearance of eighty inches between the sidewalk surface and the lowest part of the umbrella canopy.
- c. The licensee shall carry an insurance policy issued by a reputable insurance company licensed to do business in the State of Kansas. The policy shall insure the licensee in an amount not less than \$1,000,000.00 per single incident for any liability associated with the licensee's use of the sidewalk, including the acts or omissions of the licensee's representatives, employees, agents, and servants. The policy shall name the City as an additional insured on a primary and non-contributory basis. Proof of insurance shall be submitted to the City Clerk on a standard ACORD form, or substantially similar form as approved by the City Clerk, and shall establish that the licensee maintains the requisite insurance and that it is current and in force. The certificate shall also require the insurance carrier to notify the City at least thirty days in advance of any change in terms or conditions of the policy, including cancellation for any reason, and in advance of any expiration of the policy term.
- d. All Outdoor and Sidewalk Dining areas shall be designed and maintained in a manner that ensures public safety, accessibility, and visual compatibility with existing downtown improvements. The following standards apply to all barriers, enclosures, bollards, and furnishings located within the public right-of-way and shall be applied without exception:
 - 1. All barriers, fencing, and bollards shall consist of powder-coated black metal or wrought iron with a continuous top rail and fixed metal pickets oriented either vertically or horizontally. Posts may be round or square, provided they are constructed of metal and finished in black. Canvas, fabric, wood, rope, chain, or composite panel systems are prohibited. Concrete barricades, jersey barriers, water-filled barriers, or plastic traffic barricades are prohibited.
 - 2. Height Standards:
 - a. Fencing or bollards shall be between 36 and 48 inches in height.
 - b. Chains are prohibited.
 - c. Planters are permitted only on non-street sides and shall not substitute for required fencing on street-facing edges.
 - d. Fencing or bollards may be movable provided they meet all standards herein and remain in the approved configuration during operating hours.
 - 3. Barriers shall be maintained in good repair, free of rust, peeling paint, or damage, and shall not display advertising, branding, or logos.
 - 4. A minimum of four feet of unobstructed pedestrian walkway shall be maintained at all times, together with at least three feet of clearance from any fire hydrant and a minimum 48 inches accessible entry opening.
 - 5. Barriers shall not obstruct crosswalks, storm drains, ADA ramps, utilities, or required sight triangles.

6. Barriers on traffic-facing edges shall include discreet reflective tape or reflectors for nighttime visibility.
- e. Tables and chairs shall be of commercial-grade quality and designed for outdoor use.
 1. Residential-grade furniture, including plastic patio furniture, is prohibited.
 2. Finishes may be any color except bright or neon colors.
 3. All furniture shall be maintained in good repair and free of rust, peeling finishes, or broken components.
- f. Umbrellas shall be of commercial quality, flame-resistant, maintain a minimum eighty-inches of vertical clearance, and shall not display advertising, branding, or logos of any kind.
- g. Parklet limitations.
 1. Parklet dining shall only be authorized where the applicant has on-street parking stalls located directly along the frontage of the hospitality establishment. Parklets shall not be located in stalls that are not contiguous to the applicant's frontage, nor may they be assigned to or shared with adjacent or unrelated businesses. No stall designated and marked as an ADA-accessible parking space shall be converted for use as a parklet.
- h. Parklet dining.
 1. Where three contiguous on-street parking stalls exist directly along the applicant's frontage and all other standards of this division are met, the applicant shall be entitled to utilize up to three stalls for parklet dining.
 2. Parklet dining is permitted only between April 1 and October 31 of each year. All barriers, fencing, platforms, tables, chairs, planters, and any other parklet furnishings shall be fully removed from the public right-of-way no later than November 1 and shall not return before April 1. If such parklet elements are not removed by the required deadline, the City may remove them and invoice the licensee and property owner for all costs of removal and restoration.
- i. Sidewalk dining may operate year-round, subject to all other requirements of this division.
- j. A licensee shall retain the Outdoor and Sidewalk Dining License on the premises and shall make it readily accessible for inspection by City personnel. No license issued under this division shall be used by any person other than the licensee to whom it was issued.

Sec. 36-99. Outdoor and Sidewalk Dining operational standards. Each licensee shall operate the Outdoor and Sidewalk Dining area in a safe, orderly, and sanitary manner, and shall at all times comply with the following operational standards.

- a. No cooking or open-flame devices are permitted.
- b. Umbrellas or canopies must be flame-resistant, securely anchored, and maintain a minimum 80-inch clearance.
- c. Lighting and electrical cords must not obstruct pedestrian movement or create hazards.
- d. The licensee shall keep the area clean and litter-free.
- e. Outdoor and Sidewalk Dining areas must close by 10:00 p.m. daily.

- f. The licensee shall display the license on the premises in a visible location for inspection by City personnel.
- g. No Outdoor and Sidewalk Dining License shall be assigned or transferred to any other person or entity.

Sec. 36-100. Outdoor and Sidewalk Dining alcohol service.

The governing body may authorize alcohol service and consumption within an approved Outdoor and Sidewalk Dining area by resolution or ordinance, subject to issuance of a Temporary Extension of Premise License issued by the Kansas Department of Revenue, Alcoholic Beverage Control (ABC). The licensee must hold a valid Kansas Liquor License as a condition of approval. The approved area shall be clearly marked, and alcohol shall not be removed, served or consumed beyond those boundaries. Authorization remains valid for the duration of the Outdoor and Sidewalk Dining License unless revoked or until the ABC Liquor License or Temporary Extension of Premise License expires.

Sec. 36-101. Notice of violation.

Any licensee determined by the City to be in violation of any provision of this division shall be issued a notice of violation. The notice shall be sent by certified mail to the Licensee at the address on file, or may be personally served upon the manager or other person in charge of the hospitality establishment. The notice shall state:

- a. The condition that has caused the violation;
- b. The time within which the licensee must cure the violation; and
- c. That the licensee has the right to appeal the notice to the City's Planning and Zoning Commission as provided in Section 36-104.

Sec. 36-102. Suspension; revocation.

The Building Official may suspend or revoke a license for any violation of the provisions of this division. Any applicant or licensee aggrieved by the Building Official's actions may appeal in writing to the City's Planning and Zoning Commission as provided in Section 36-104.

Sec. 36-103. Administrative regulations.

- a. In order to protect the health, safety, and welfare of the community, the City Manager's or the City Manager's designee shall have the authority to promulgate reasonable administrative regulations governing a licensee's use of the public right-of-way for Outdoor and Sidewalk Dining. Any regulations promulgated pursuant to this division shall be dated and made available for public inspection during normal business hours. A copy of any such regulations shall be provided to the licensee at the time of issuance or renewal of an Outdoor and Sidewalk Dining License.
- b. The licensee shall comply with all administrative regulations promulgated pursuant to this division. Failure to comply with any such regulation shall constitute grounds for

the issuance of a notice of violation, suspension, or revocation in accordance with this division.

Sec. 36-104. Appeals; public hearing.

- a. Any applicant or licensee aggrieved by the action of the Building Official or other City employee in the administration of this division, shall have the right to request a public hearing before the City's Planning and Zoning Commission by submitting a written Notice of Appeal to the City Clerk within fourteen days of the date of such action. The Notice of Appeal shall state the reasons the applicant or licensee believes the City's actions were unjustified or erroneous. Upon receipt of such Notice of Appeal, the Planning and Zoning Commission shall conduct a hearing within thirty days thereafter, and the City Clerk shall provide written notice of the hearing date/time/location to the applicant or licensee.
- b. Following the hearing, the Planning and Zoning Commission shall affirm, reverse, or modify the notice of denial, violation, suspension, or revocation, or such other action, as applicable. The decision shall be based on the statements and evidence presented at the public hearing, and the Planning and Zoning Commission shall make written findings of fact and conclusions sufficient to support its determination.
- c. Any applicant or licensee aggrieved by the decision of the Planning and Zoning Commission may request review by the governing body by submitting a written request for review to the City Clerk within fourteen days of the date of the Planning and Zoning Commission's decision. Upon receipt of a timely request, the City Clerk shall place the matter on an upcoming agenda of the governing body. The governing body shall review the record of the hearing before the Planning and Zoning Commission and shall affirm, modify, or reverse the decision. The decision of the governing body shall constitute the final decision of the City.
- d. If no hearing is requested before the Planning and Zoning Commission within the time provided, or if no request for governing body review is filed within the time provided, then the notice of denial, notice of violation, suspension, or revocation shall become the final decision of the City.

Section 2. If any section, clause, sentence, or phrase of this ordinance is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts thereof.

Section 3. This ordinance shall take effect and be in force from and after the publication of a summary hereof, as provided by law.

PASSED AND APPROVED on this 23rd day of December, 2025.

Deborah Maples, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul M. Kritz, City Attorney

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	December 9, 2025	
RESOLUTION OR ORDINANCE NUMBER	G-25-11	
AGENDA TITLE	An Ordinance repealing Chapter 10, Article I, Section 10-1, of the Code of Ordinances of the City of Coffeyville, Kansas, relating to home, garage and rummage sales.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Melissa Carter, City Clerk	
FISCAL INFORMATION	Cost as recommended:	n/a
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	The purpose of this proposal is to request that the City Commission review and consider the elimination of the current rummage sale permit requirement.	
BACKGROUND	Requiring rummage sale permits for residents to conduct a home, garage or rummage sale at their residence has been in affect in the City of Coffeyville since 1970.	
SPECIAL NOTES		

ANALYSIS	After reviewing the purpose, impact, and practical function of this rule, it is clear that the permit process is both arbitrary in application and unnecessary for achieving any legitimate public objective. Rummage sales are informal, household events. They involve residents selling their own used items for modest amounts of money. They do not create the types of risks—such as significant traffic congestion, noise, or safety hazards—that typically justify a regulatory permit. A regulation should provide a clear, practical benefit, such as improving safety, reducing conflict, or protecting public resources. The rummage sale permit does not accomplish any of these. The rummage sale permit is a well-intended but outdated and disproportionate form of regulation. Eliminating the requirement would simplify city policy, reduce burdens on residents, and promote a more community-friendly environment.
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Approve the First Reading of Ordinance G-25-11
REFERENCE DOCUMENTS ATTACHED	Ordinance G-25-11

ORDINANCE NO. G-25-11

AN ORDINANCE REPEALING CHAPTER 10, ARTICLE I, SECTION 10-1, OF THE CODE OF ORDINANCES OF THE CITY OF COFFEYVILLE, KANSAS, RELATING TO HOME, GARAGE AND RUMMAGE SALES.

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

Section One. That Chapter 10, Article I, Section 10-1, of the Code of Ordinances of the City of Coffeyville, Kansas, is hereby repealed.

Section Two. This Ordinance shall take effect upon publication of a summary of the ordinance, in accordance with law.

PASSED AND APPROVED by Governing Body of the City of Coffeyville, Kansas, on this 23rd day of December, 2025.

Deborah Maples, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED:

Paul Kritz, City Attorney



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

MEETING DATE	December 9, 2025	
RESOLUTION OR ORDINANCE NUMBER	R-25-138	
AGENDA TITLE	A Resolution to approve the City of Coffeyville Fee Schedule for 2026.	
REQUESTING DEPARTMENT		
PRESENTER	Melissa Carter, City Clerk/Martin Cumings, Director of Finance	
FISCAL INFORMATION	Cost as recommended:	n/a
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE		
BACKGROUND	The City of Coffeyville fee schedule includes fees for licenses and permits, cemetery services, utility fees, admissions, golf course, building permits and miscellaneous other services in the city. When our ordinances were codified, fees were removed from the ordinances and wording included to state fees would be adopted by a fee schedule. There are a number of changes to the schedule, a copy is included in the Agenda Packet.	
SPECIAL NOTES	Changes and new fees are highlighted in blue. Fees to be removed are highlighted in red. Justification for fee schedule changes are in the far right column.	
ANALYSIS		

PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Adopt the 2026 City of Coffeyville fee schedule as presented.
REFERENCE DOCUMENTS ATTACHED	Resolution Proposed Fee Schedule

RESOLUTION NO. R-25-138

A RESOLUTION TO APPROVE THE 2026 FEE SCHEDULE FOR THE CITY OF COFFEYVILLE.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that a fee schedule for the City of Coffeyville be approved with the fees to be effective January 1, 2026.

ADOPTED THIS 9th DAY OF DECEMBER, 2025.

Deborah Maples, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

COFFEYVILLE FEE SCHEDULE - EFFECTIVE 01/01/2026 Proposed			
AIRPORT	FEE	2026 PROPOSED FEE	FEE CHANGE JUSTIFICATION
After Hours Service			
Single	\$25	No change	
Twin	\$35	No change	
Turbo Prop/Jet	\$85	No change	
Helicopter	\$60	No change	
Hangar Rent			
Community Hangar Daily - Single	\$25		
Community Hangar Daily - Small Twin	\$40	No change	
Community Hangar Daily - Turbo Prop/Jet	\$100	No change	
Community Hangar Monthly - Single	\$125	No change	
Community Hangar Monthly - Twin	\$150	No change	
T-Hangar Monthly	\$110	No change	
T-Hanger Monthly - Corner	\$115	No change	
Other			
APU/GPU Hourly Run Time	\$100	No change	
Decicer - Per Gallon	\$35	No change	
Deicing - Single	\$100	No change	
Deicing - Twin	\$200	No change	
Deicing - Turbo Prop or Jet	\$300	No change	
Deicing - Large Jet	\$500	No change	
Jump Start - Single	\$25	No change	
Jump Start - Twin	\$30	No change	
Jump Start - Turbo Prop/Jet	\$75	No change	
Jet Tire Inflation w/Nitrogen	\$25	No change	
ALCOHOL			
Alcoholic Liquor			
Consumption On Premises	\$250	No change	
Packaged Liquor	\$300	No change	
Cereal Malt Beverage			
Consumption Off Premises	\$50	No change	
Consumption On Premises	\$150	No change	
AQUATIC CENTER			
Admission			
Ages 3 & Up (1:00 pm - 4:00 pm)	\$3	\$4	Have not increased since before 2012
Ages 3 & Up (after 4:00 pm)	\$2	\$3	Have not increased since before 2012
Ages 0-2	Free	No change	
Group Rate - 20 or More Ages 3 & Up	\$2.50 per person	\$3.50	Have not increased since before 2012
Punch Cards - 10 Swims	\$25	\$35	Have not increased since before 2012
Single Season Pass	\$65	\$70	Slight increase
Family Season Pass (4 members)	\$140	\$145	Slight increase
Add Member to Family Season Pass	\$20	No change	
Locker Rental	\$0.25	No change	
Party Room (2 hours)	\$30	No change	
CEMETERY			
Burials			
Burial Monday-Friday 8:00 am - 4:00 pm	\$450	No change	
Burial Saturday or Holiday 8:00 am - 12:00 pm	\$575	No change	
Cremation Monday-Friday 8:00 am - 4:00 pm	\$175	No change	
Cremation Saturday or Holiday 8:00 am - 12:00 pm	\$275	No change	
Pet Burial Monday-Friday 8:00 am - 4:00 pm	\$175	No charge	
Overtime - Each Hour Over	\$150	No change	
Plots			
Per Plot	\$350	No change	
Cremation Garden in Restlawn	\$250	No change	
Columbarium (Restlawn Cremation)	\$800	No change	
Mausoleum (Restlawn)	\$800	No change	
Pet Garden Plot	\$90 Cremation (max 2 pets per plot)	No charge	

Babyland	No Charge	No change	
Services			
Patio (no charge for veterans)	\$125	No change	
Assist in Tent Setup	\$125	No change	
Stone Setting (approval/staking)	\$35	No change	
Disinter	2X Burial Fee	No change	
CODE ENFORCEMENT	FEE	2026 PROPOSED FEE	
Curb Trash Abatement	Cost of abatement and dumpster fee + \$100 lot fee	No change	
Mowing	Cost of mowing + 51% + \$100 lot fee	No change	
Nuisance Abatement	Cost of cleanup + 51% + \$50 fee	No change	
Contract Demolition		Actual Cost	Is existing fee, added for transparency.
DOMESTICATED ANIMALS	FEE	2026 PROPOSED FEE	
Animal Impound	N/A (collected by Animal Shelter)		Remove for now, will assess at later date
Dog Tag	N/A (collected by Animal Shelter)	\$4	Reflects new CFA/City Agreement
Adoptions			
Intact Dog		\$100	Reflects new CFA/City Agreement
Spayed/Neutered Dog		\$50	Reflects new CFA/City Agreement
Puppy (not old enough to spay/neuter)		\$100 plus \$30 refundable deposit	Reflects new CFA/City Agreement
Intact Cat		\$65	Reflects new CFA/City Agreement
Spayed/Neutered Cat		\$30	Reflects new CFA/City Agreement
Kitten (not old enough to spay/neuter)		\$65 plus \$30 refundable deposit	Reflects new CFA/City Agreement
FIRE RECOVERY MITIGATION FEES	FEE	2026 PROPOSED FEE	
Hazardous Materials Response			
Level 1	\$999	No change	
Level 2	\$3,566	No change	
Level 3	\$8,420	No change	
PLUS: HAZMAT Team	\$391 per hour	No change	
Motor Vehicle Incidents			
Level 1	\$618	No change	
Level 2	\$705	No change	
Level 3 (Car Fire)	\$860	No change	
Extrication	\$1,859	No change	
Create a Landing Zone	\$567	No change	
Water Rescue Response			
Level 1	\$583	No change	
Level 2	\$1,170	No change	
PLUS: Rescue Personnel (per person)	\$70 per hour	No change	
Specialty/Technical Rescue	\$583 plus \$70 per hour, per rescue technician	No change	
Structure Fires	\$568 per hour, per engine/ \$711 per truck (aerial apparatus), per hour	No change	
HILLCREST GOLF COURSE	FEE	2026 PROPOSED FEE	
Green Fees			
Monday - Thursday 9 holes	\$17	No change	
Monday-Thursday 18 holes	\$22	No change	
Friday, Saturday, Sunday, Holidays 9 holes	\$19	No change	
Friday, Saturday, Sunday, Holidays 18 holes	\$24	No change	
Jr. Rate (17 & under) 9 & 18 holes	\$12	No change	
Annual Family/Couple - children 18 & under live in same h	\$900	No change	
Annual Senior Couple (both husband & wife must be 62 or	\$700	No change	
Annual Single	\$700	No change	
Annual Senior Single (Age 62 and over)	\$600	No change	
Annual Student (ages 18-22)	\$240	No change	
Annual Junior (ages 17 & under)	\$120	No change	
Pass Cards (10 play)			
9 holes	\$145	No change	
18 holes	\$185	No change	
Range Balls			
Small Bucket	\$3	No change	
Large bucket	\$5	No change	
10 Large buckets	\$45	No change	

Cart Rental			
9 holes (per person)	\$12	No change	
18 holes (per person)	\$17	No change	
Pull Cart (per day)	\$5	No change	
Cart Shed Rental	\$260 per year	\$275 per year includes trail fee	Slight increase
Trail Fees for (Personal Carts)			
9 holes	\$7	No change	
18 holes	\$12	No change	
Annual	\$125	No change	
LICENSE - NON-REFUNDABLE FEES	FEE	2026 PROPOSED FEE	
Contractor - General	\$100	Already approved	
Electric			
Apprentice Electrician	\$35	Already approved	
Electric Contractor	\$100	Already approved	
Journeyman Electrician	\$35	Already approved	
Master Electrician	\$35	Already approved	
Gasfitter			
Apprentice Gasfitter	\$35	Already approved	
Gasfitter Contractor	\$100	Already approved	
Journeyman Gasfitter	\$35	Already approved	
Master Gasfitter	\$35	Already approved	
Mechanical			
Apprentice Mechanical	\$35	Already approved	
Mechanical Contractor	\$100	Already approved	
Journeyman Mechanical	\$35	Already approved	
Master Mechanical	\$35	Already approved	
Plumbing			
Apprentice Plumber	\$35	Already approved	
Plumbing Contractor	\$100	Already approved	
Journeyman Plumber	\$35	Already approved	
Master Plumber	\$35	Already approved	
Kennel	\$35	No change	
Landlord License	\$50 + \$2/per property/unit (\$50 re-inspection fee)		New rate structure per Amended Ordinance
Apartment Landlord Fee (1st time registration)		\$100 plus \$5 per unit	New rate structure per Amended Ordinance
Apartment Landlord Renewal Fee		\$50 plus \$5 per unit	New rate structure per Amended Ordinance
Apartment Landlord Failure to Renew Fee		\$100 plus \$15 per unit	New rate structure per Amended Ordinance
Residential Landlord Fee (1st time registration)		\$50 plus \$2 per property	New rate structure per Amended Ordinance
Residential Landlord Renewal Fee		\$15 plus \$2 per property	New rate structure per Amended Ordinance
Residential Landlord Failure to Renew Fee		\$50 plus \$12 per property	New rate structure per Amended Ordinance
Landlord Re-Inspection Fee (Failed Inspections)		\$50	New rate structure per Amended Ordinance
Livestock in City Limits	\$35	No change	
Micro Utility Vehicle	\$25	No change	
Mobile Home Park	\$50 + \$2 per site	No change	
Pawnbroker	\$25	No change	
Precious Metal Dealer	\$25	No change	
Private Club	\$250	No change	
Sidewalk Dining	\$100	\$200	Now allowing parklets / doing inspections
Taxi Cab	\$50	No change	
Trash Truck	\$500	No change	
MISCELLANEOUS	FEE	2026 PROPOSED FEE	
ATV/UTV- New Registration	\$50	No change	
ATV/UTV- Annual Renewal	\$25	No change	
Building Rental			
Oakcrest	\$35 per day plus \$35 deposit	No change	
Ron Stevenson Building	\$100 per day plus \$100 deposit	No change	
Walter Johnson Park Stadium	\$300 per day plus \$50 utilities plus \$200 cleaning deposit	No change	
Walter Johnson Park Barns/Arena	\$75 per day plus \$200 deposit	No change	
Campground Fees			
Electric/Sewer/Water- Per Day	\$25	No change	
Electric/Sewer/Water- Per Week	\$150	No change	

Electric/Sewer/Water- Per Month	\$600	No change	
Electric/Water- Per Day	\$15	No change	
Electric/Water- Per Week	\$90	No change	
Electric/Water- Per Month	\$350		Remove - 2 week limit
Credit Card Surcharge Fee	\$.02 based of total transaction	No change	
Fingerprinting	\$20	No change	
Electric Dept Escort for Oversize Load	After Hours - Actual Cost	No change	
Fire Contracts	\$200 Residential/\$350 Commercial	No change	
Fireworks Stand	\$150	No change	
Garage Sale	\$5/three days		Remove - taking out of ordinance
Insufficient Fund Fee	\$40	No change	
Open Records Request	Actual Cost	No change	
Police Records/Reports (First 5 Pages)	\$5	No change	
Police Records/Reports (Each Additional Pages)	\$.25	No change	
Police Records/Reports (CD/DVD)	\$20	No change	
Special Event - Electric Service	\$30 - not greater than 50 amp service if available	No change	
Transient Vendor	\$50 for three days	No change	
Transient Vendor - Electric Service	\$30 - not greater than 50 amp service if available	No change	
Vehicle Storage	\$30/day storage	No change	
Vin Verification	\$20	No change	
PERMITTING	FEE	2026 PROPOSED FEE	
1 & 2 Family Homes Residential			
Accessory Structures	\$10 (per inspection)	No change	
New Construction (first \$500 waved) / Addition	\$0.00	No change	
Demolition	\$30	No change	
Driveways/Curb Cuts			
Residential	\$30	No change	
Commercial	\$125	No change	
Failure to Request Required Inspections			
1st Offense	\$75 (Inspection staff may grant a warning)	No change	
2nd Offense	\$125	No change	
3rd Offense	\$250 (Ineligible for additional permit for 1 year and/or loss of license)	No change	
Fence	\$20	No change	
Inspection Fee			
Re-Inspection Fee (due before inspection)	\$50 (Must be paid prior to inspection)	No change	
After Hours Inspection with 24 Hour Notice	Actual Cost (Rate Per Hour)	No change	
After Hours inspection without 24 Hour Notice	Actual Cost (2 Hr Minimum & Hourly Rate After)	No change	
Weekend Inspection	Actual Cost (2 Hr Minimum & Hourly Rate After)	No change	
Inspection - Commercial			
Accessory Structures	\$20 (per inspection)	No change	
New Construction / Addition	\$20 (per inspection)	No change	
Occupancy Certificate	\$10	No change	
Remodels			
Residential Exterior	\$10 (per inspection)	No change	
Residential Interior	\$10 (per inspection)	No change	
Commercial Exterior	\$20 (per inspection)	No change	
Commercial Interior	\$20 (per inspection)	No change	
Right of Way Permit - Excavation Permit	\$30	No change	
Roofing	\$30	No change	
Setting Fee - Portable Buildings/ Carports (Sq. Ft.)			
1-200	\$20	No change	
201-400	\$30	No change	
401-600 and over	\$10 (per inspection)	No change	
Sidewalk			
Residential	\$30	No change	
Commercial	\$125	No change	
Sign	\$20	No change	
Swimming pool			
Above ground - Permanent	\$10 (per inspection)	No change	
In ground	\$10 (per inspection)	No change	
Tiny Home Fee	\$25	No change	

Work Started Without a Permit			
Home owner			
1st offense	Double permit fee	No change	
2nd offense	Double permit fee + \$ 75	No change	
3rd offense	Double permit fee + \$125 - Ineligible for additional homeowner permit	No change	
4th offense	Refer to court	No change	
Contractor			
1st offense	Double permit fee	No change	
2nd offense	Double permit fee + \$125 Inspection	No change	
3rd offense	Double permit fee + \$375	No change	
4th offense	Refer to court + \$625 - & ineligible for additional permits for 1 year	No change	
UTILITIES	FEE	2026 PROPOSED FEE	
Electric			
Construction Service			
Cost of installation and removal	Actual Cost	No change	
Oilfield - inc. 1 span and transformer	\$1,250	No change	
Additional spans	Actual Cost		
Commercial			
Underground cable installed in conduit	See Line Extension Policy - customer provides trench & wire/conduit	No change	
Residential Service Overhead			
Single phase - up to 250'	No Charge	No change	
Single phase - over 250'	See Line Extension Policy	No change	
Services requiring primary extension	See Line Extension Policy	No change	
Residential Service Underground			
Single phase - up to 70' incl conduit & wire	No Charge (customer responsible for excess of 70')	No change	
Service requiring primary extension	See Line Extension Policy	No change	
Service Connection			
Service re-connect/disconnect (customer requested) 8 a.m. - 3 p.m. (Non-payment)		\$45	Reflects amended ordinance
Service re-connect - 8 a.m. - 3 p.m. (Non-payment)		Same as Initial Utility Connection Fee for first reconnect. Every successive reconnection to occur within a rolling 12-month period will be assessed at 200% of the last re-connect fee paid in the same period.	
Service re-connect - after hours (Non-payment)	Actual Cost	Actual Cost, no less than the Service re-connect fee assessed for 8 a.m. -3 p.m.	Reflects amended ordinance
Service re-connect overhead - 8 a.m.-3 p.m. (Non-payment)	\$250 Must be paid in cash prior to reconnection	\$250 or the Service re-connect fee for 8 a.m. -3 p.m as would be applied, whichever is greater. Must be paid in cash prior to reconnection.	Reflects amended ordinance
Temporary service			
Cost of installation and removal	Actual Cost	No change	
Transfer Fee			
Transfer of service to another location	\$20	No change	
Landlord Utility Transfer Fee		\$15	Reflects amended ordinance
Late Fee			
Electric Meter Testing - Customer Request	Actual Cost	5% of bill	Is existing fee, added for transparency.
Pole Attachment	\$7.50 per pole per year	No change	
Tampering with Meter	\$250 + actual cost of repair/replacement of meter, module and/or accessories	\$14.07 per pole per year	Price adjusted for inflation.
Solar Net Metering Application Fee	\$300	No change	
		0.5% of project cost, \$250 minimum	Better reflects our cost incurred for service.
Water/Sewer			
Private Fire Protection			
	actual cost	No change	
Water Tap Fee			
	Varied, see below	actual cost (to include boring, concrete and asphalt work)	Consolidate / capture actual cost of service
3/4 inch - Road Bore (If Applicable)	\$1,200		Consolidated
1 inch	actual cost		Consolidated
2 inch	actual cost		Consolidated
4 inch & larger	actual cost		Consolidated
Service Connection			
Service Re-connect (Customer Requested) - 8 a.m. - 3 p.m.	\$50	\$45	Reflects amended ordinance
Service Re-connect (Customer Requested) - after hours	Actual Cost	\$150	Reflects amended ordinance

Service Re-connect (Non-payment)- 8 a.m. - 3 p.m.		Same as Initial Utility Connection Fee for first reconnect. Every successive reconnection to occur within a rolling 12-month period will be assessed at 200% of the last re-connect fee paid in the same period.	
Sewer Tap Fee	Varied, see below	Actual cost (to include boring, concrete and asphalt work)	Reflects amended ordinance
Up to 4 inches	\$550		Consolidate / capture actual cost of service
6 inch	actual cost		Consolidated
Sewer Cap and Plug	Varied, see below	Actual Cost	Consolidated
Up to 4 inch	\$550		Consolidate / capture actual cost of service
6 inch & larger	actual cost		Consolidated
Sewer Tap Inspection		\$50	City needs to inspect work done by plumbers
Moving or Reducing Water Service Line	\$600	Actual Cost	Capture actual cost
Transfer Fee			
Transfer of Service to Another Location	\$20	No change	
Landlord Account Transfer Fee		\$15	Reflects amended ordinance
Late Fee		5% of bill	Is existing fee, added for transparency.
Alley Rock Repair for Water	\$150	\$250	To better capture cost
Alley Rock Repair for Wastewater	\$250	No change	
Asphalt/Concrete repair for water/sewer work	\$500		Now included as part of installation cost
Temporary Water Service - Fire Hydrant			
Security deposit	\$325	No change	
Connection	\$50	No change	
Change in location	\$50	No change	
Disconnect	\$50	No change	
Tampering with Meter and/or Water Meter Service	\$250 + actual cost of repair/replacement of meter, module and/or acc	No change	
Water Meter Testing - Customer Request	actual cost; minimum \$75 (no charge if meter tests bad)	No change	
Sewer Surcharge			
Suspended solids in excess of 240 mg/L	\$0.0004961 per 1,000 gallons per mg/L	\$0.0010387 per 1,000 gallons per mg/L	Price adjusted for inflation.
BOD in excess of 250 mg/L	\$0.0004762 per 1,000 gallons per mg/L	\$0.0009971 per 1,000 gallons per mg/L	Price adjusted for inflation.
Sewer Blockage Callout (after-hours)		\$150 if blockage is on Customer side of City line.	Reflect cost of after-hours inspections.
Out of District Sewer Connection Charge (existing customer: \$100			
Bulk Water Sales	\$10 per 1,000 gallons	\$12 per 1,000 gallons	Added clarifying language to description.
Septic Dump (per Load)	\$20	\$25	Price adjusted for inflation.
Wireless/Fiber Internet Services			
Service Call	\$50 per hour	No change	
New Install-Residential		\$125.00	Added for transparency.
New Install-Commercial		\$200.00	Added for transparency.
Overhead Installation		\$0.15 per Foot After 500 Feet	Added for transparency.
Underground Installation		\$80 for up to 200 Feet	Added for transparency.
Additional Underground Installation		\$0.50 per Foot After 200 Feet	Added for transparency.
Additional Outlets		\$50 Each	Added for transparency.
Turn Off/Turn On Fee	\$25.00	No change	
Late Payment	5% of bill	No change	
Equipment Rental (per month)	\$10.00		Cost added to monthly plan
Equipment Sale	\$100.00		Cost added to monthly plan
Service Plan		\$5 per month	Added for transparency.
Wall Fish Thru Attic or Crawlspace		\$100	Added for transparency.
Residential Plan			
100 MBPS		\$70 per month	Added for transparency.
250 MBPS		\$ 90 per month	Added for transparency.
1,000 MBPS		\$120 per month	Added for transparency.
Commercial Plan			
50 MBPS		\$50 per month	Added for transparency.
100 MBPS		\$75 per month	Added for transparency.
250 MBPS		\$100 per month	Added for transparency.
1,000 MBPS		\$125 per month	Added for transparency.
UTILITY CONNECTION FEES (INITIAL)		FEE	
Electric			
Residential - All Electric		\$100	To reflect ordinance change.
Residential - Non All Electric		\$50	To reflect ordinance change.
Residential 3-Phase		\$200	To reflect ordinance change.

Commercial		\$400	To reflect ordinance change.
Large Power/Industrial		\$1,000	To reflect ordinance change.
Water/Sewer			
Residential		\$50	To reflect ordinance change.
Commercial		\$400	To reflect ordinance change.
UTILITY DEPOSITS	FEE	2026 PROPOSED FEE	
Electric			
Residential - all electric	\$100		Remove per amended ordinance
Residential - non all electric	\$60		Remove per amended ordinance
Residential 3-phase	\$300 minimum		Remove per amended ordinance
Commercial	1/6 est. annual billing (\$100 min)		Remove per amended ordinance
Water/Sewer			
Residential	\$60		Remove per amended ordinance
Commercial	1/6 est. annual billing (\$100 min)		Remove per amended ordinance
ZONING	FEE	2026 PROPOSED FEE	
Conditional Use	\$125	No change	
Home Occupation	\$125	No change	
Mobile Home Court	\$125	No change	
PUD	\$175	No change	
Rezoning	\$175	No change	
Special Exception	\$125	No change	
Vacation	\$125	No change	
Variance	\$125	No change	
Vacant Building Fee (Commercial)			
Registration Fee 1st Year	\$500 per commercial building	No change	
Registration Fee Each Subsequent Year	\$500 per building + increase by \$500 per building for every year it rem	No change	



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

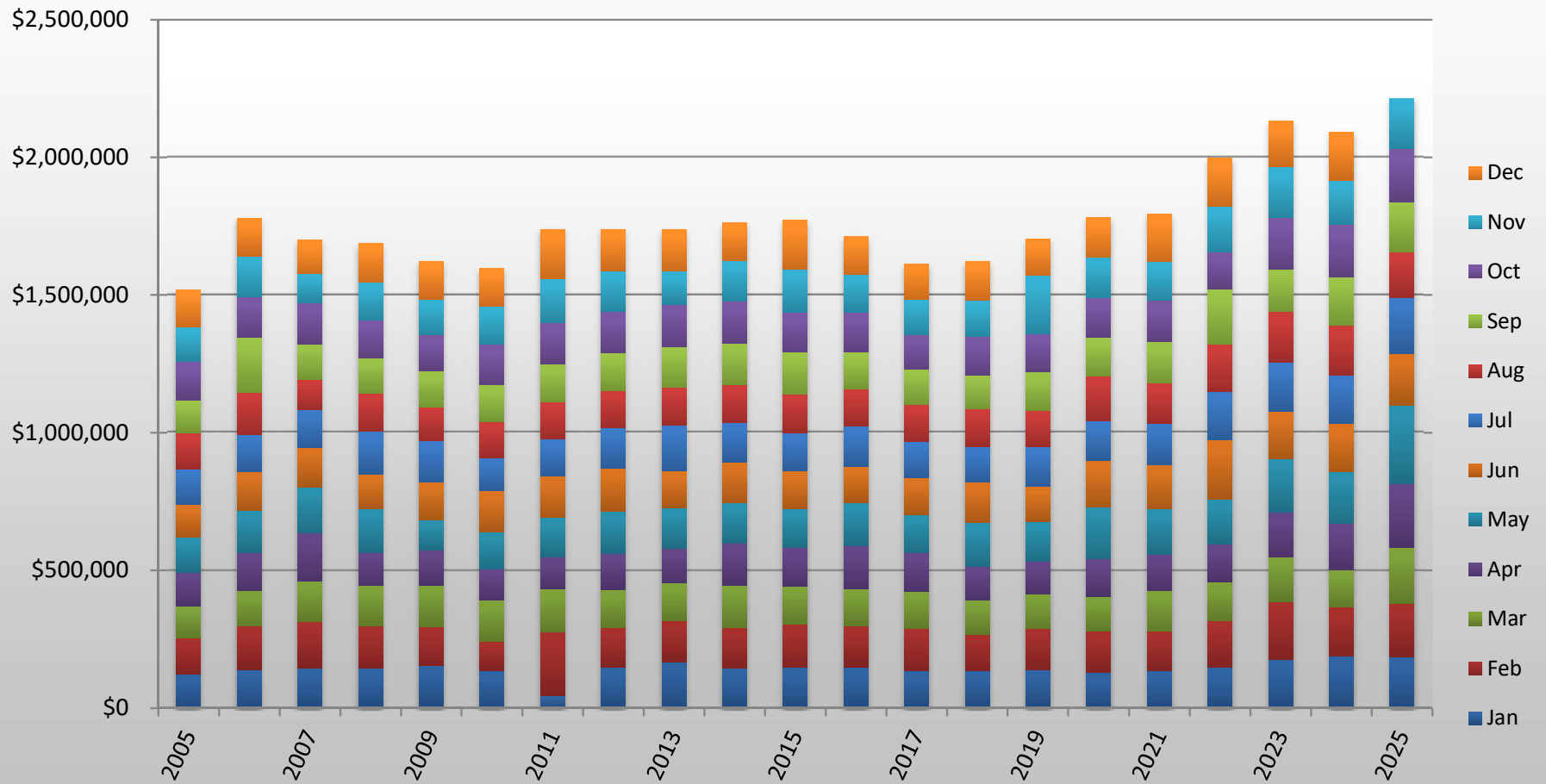
MEETING DATE	December 9, 2025	
RESOLUTION OR ORDINANCE NUMBER	n/a	
AGENDA TITLE	Discussion and action to approve 2026 Cereal Malt Beverage licenses.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Melissa Carter, City Clerk	
FISCAL INFORMATION	Cost as recommended:	n/a
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	Approve 2026 CMB licenses	
BACKGROUND	The City has received 15 applications for 2026 cereal malt beverage license renewals for businesses. The Fire Department has inspected each business location and they are all in compliance. Background checks have been completed by KBI. All renewals meet the requirements set out by state statute and are eligible to be licensed for 2026. Therefore, we are requesting approval of the licenses. There are 2 applications for 2026 Cereal Malt Beverage Licenses (Jumpstart and Speedy Shop) that have been sent to the State by applicants but have not been returned to the applicants yet (new process this year). Both locations have been inspected by the Fire Department and are all in compliance. Background checks have also been completed. We are requesting these 2 cereal malt beverage licenses be approved, pending the submittal of their applications.	

SPECIAL NOTES	Copies of all applications and supporting documentation are on file in the City Clerk's Office.
ANALYSIS	
PUBLIC INFORMATION PROCESS	All currently licensed businesses were mailed an application for 2026 licenses.
BOARD OR COMMISSION RECOMMENDATION	n/a
STAFF RECOMMENDATION	Approval of 2026 cereal malt beverage licenses for businesses.
REFERENCE DOCUMENTS ATTACHED	List of 2026 CMB license renewals

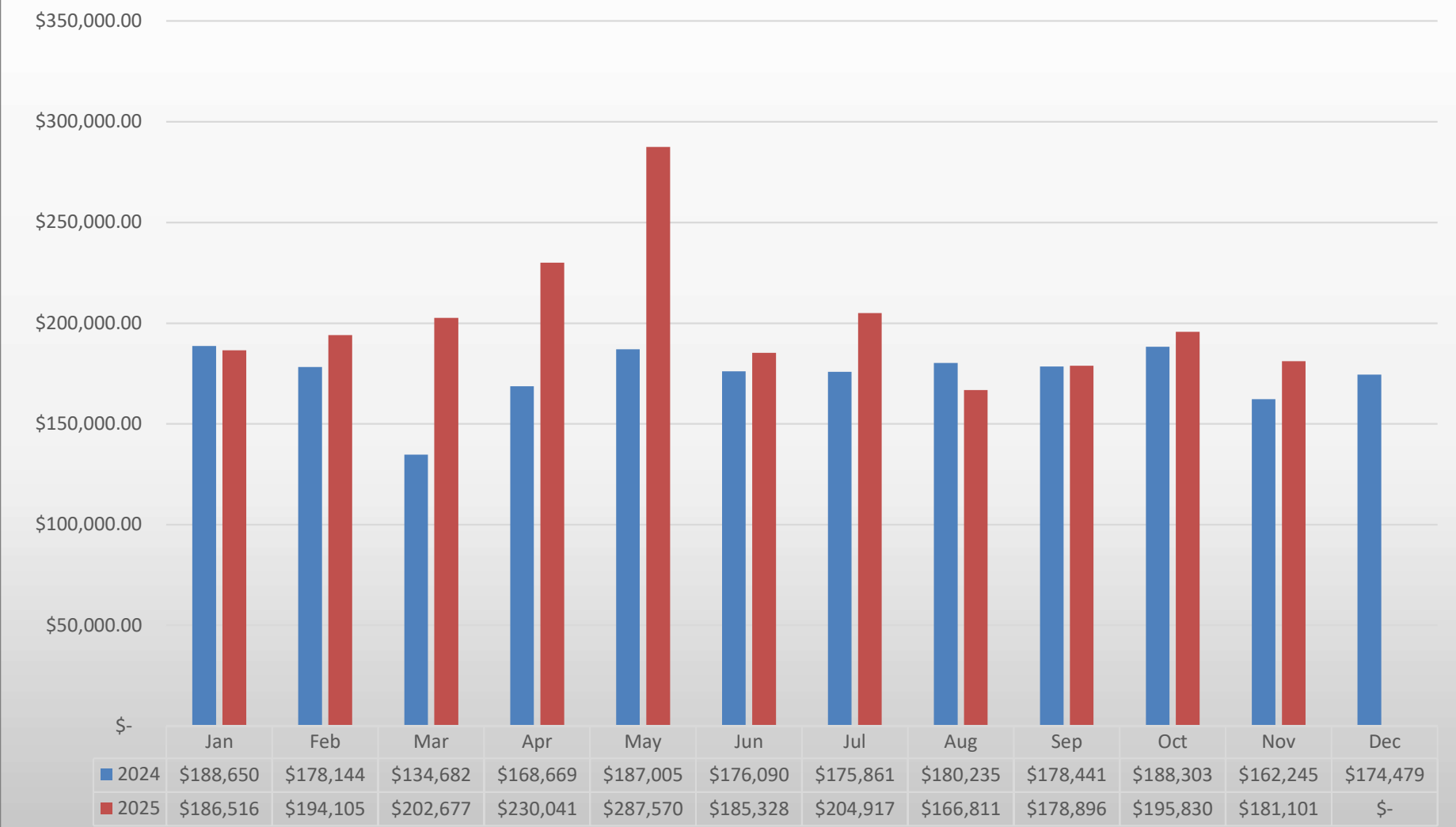
2026 Cereal Malt Beverage License Renewals

<u>Application</u>	<u>BUSINESS NAME</u>	<u>LOCATION</u>
	AKAS 1 (Jumpstart)	512 Northeast
X	Casey's General Store #1406	104 N Cline
X	Casey's General Store #2950	1311 W 11th
X	RCPS (King Food Saver #76)	1000 Hall
X	Dollar General #2527	1101 Hall
X	Family Dollar	1002 W 11th
X	City of Coffeyville (Hillcrest Golf Course)	1509 N Cline
X	J & D Brothers LLC	1502 S. Walnut
X	MKT Investment	1308 W 8th
X	MKT Investment	1401 W 11th
X	Pete's	104 W 11th
X	Pizza Hut	1612 W 11th
	Speedy Shop (Kings Mart #21)	705 W 11th
X	Petro Fuel Operating Inc (Petro Mart)	1610 W 8th
X	Vapor 69	1418 S Walnut
X	Wal-Mart	1863 CR 5300
X	Westside Lanes	2300 Woodland

City 1 Cent Sales Tax Revenue Historical



City 1 Cent Sales Tax Revenue Annual Delta



2024 2025

**2025 LOCAL RETAIL SALES TAX COLLECTION
1 CENT COMPENSATING USE TAX REVENUE**

TAXING MONTH	COLLECTION MONTH	MONTH RECEIVED	2021 ACTUAL _01 TAX	2022 ACTUAL _01 TAX	2022/2021 PERCENTAGE INC OR DEC _01 TAX	2023 ACTUAL _01 TAX	2023/2022 PERCENTAGE INC OR DEC _01 TAX	2024 ACTUAL _01 TAX	2024/2023 PERCENTAGE INC OR DEC _01 TAX	2025 ACTUAL _01 TAX	2025/2024 PERCENTAGE INC OR DEC _01 TAX
NOVEMBER	DECEMBER	JANUARY	\$21,279.81	\$29,265.19	37.53%	\$35,658.28	21.85%	\$36,955.81	3.64%	\$36,003.68	-2.58%
			\$21,279.81	\$29,265.19	37.53%	\$35,658.28	21.85%	\$36,955.81	3.64%	\$36,003.68	-2.58%
DECEMBER	JANUARY	FEBRUARY	\$21,755.80	\$32,111.19	47.60%	\$42,750.41	33.13%	\$32,833.58	-23.20%	\$38,422.51	17.02%
			\$43,035.61	\$61,376.38	42.62%	\$78,408.69	27.75%	\$69,789.39	-10.99%	\$74,426.19	6.64%
JANUARY	FEBRUARY	MARCH	\$27,440.83	\$24,706.46	-9.96%	\$26,452.61	7.07%	\$32,643.32	23.40%	\$31,352.98	-3.95%
			\$70,476.44	\$86,082.84	22.14%	\$104,861.30	21.81%	\$102,432.72	-2.32%	\$105,779.17	3.27%
FEBRUARY	MARCH	APRIL	\$17,656.02	\$31,303.11	77.29%	\$31,683.26	1.21%	\$30,229.12	-4.59%	\$35,237.63	16.57%
			\$88,132.46	\$117,385.95	33.19%	\$136,544.56	16.32%	\$132,661.84	-2.84%	\$141,016.80	6.30%
MARCH	APRIL	MAY	\$32,016.64	\$28,766.38	-10.15%	\$35,907.54	24.82%	\$37,228.05	3.68%	\$44,744.62	20.19%
			\$120,149.09	\$146,152.34	21.64%	\$172,452.10	17.99%	\$169,889.89	-1.49%	\$185,761.42	9.34%
APRIL	MAY	JUNE	\$25,281.00	\$31,656.17	25.22%	\$28,192.84	-10.94%	\$32,731.52	16.10%	\$34,436.47	5.21%
			\$145,430.09	\$177,808.51	22.26%	\$200,644.94	12.84%	\$202,621.41	0.99%	\$220,197.89	8.67%
MAY	JUNE	JULY	\$22,424.87	\$30,533.41	36.16%	\$32,573.48	6.68%	\$38,041.21	16.79%	\$51,610.04	35.67%
			\$167,854.96	\$208,341.92	24.12%	\$233,218.42	11.94%	\$240,662.61	3.19%	\$271,807.93	12.94%
JUNE	JULY	AUGUST	\$30,709.37	\$34,823.59	13.40%	\$37,168.49	6.73%	\$31,375.41	-15.59%	\$33,882.89	7.99%
			\$198,564.33	\$243,165.51	22.46%	\$270,386.90	11.19%	\$272,038.03	0.61%	\$305,690.81	12.37%
JULY	AUGUST	SEPTEMBER	\$26,343.09	\$36,817.28	39.76%	\$24,748.84	-32.78%	\$34,574.92	39.70%	\$35,569.50	2.88%
			\$224,907.42	\$279,982.78	24.49%	\$295,135.74	5.41%	\$306,612.95	3.89%	\$341,260.32	11.30%
AUGUST	SEPTEMBER	OCTOBER	\$24,874.38	\$18,094.06	-27.26%	\$38,005.58	110.04%	\$38,740.00	1.93%	\$48,650.58	25.58%
			\$249,781.80	\$298,076.84	19.33%	\$333,141.32	11.76%	\$345,352.95	3.67%	\$389,910.90	12.90%
SEPTEMBER	OCTOBER	NOVEMBER	\$23,452.44	\$31,530.55	34.44%	\$37,535.36	19.04%	\$23,543.94	-37.28%	\$40,111.40	70.37%
			\$273,234.24	\$329,607.39	20.63%	\$370,676.68	12.46%	\$368,896.89	-0.48%	\$430,022.30	16.57%
OCTOBER	NOVEMBER	DECEMBER	\$39,715.21	\$30,020.93	-24.41%	\$34,788.24	15.88%	\$37,956.30	9.11%	\$0.00	-100.00%
			\$312,949.45	\$359,628.32	14.92%	\$405,464.92	12.75%	\$406,853.18	0.34%	\$430,022.30	5.69%

**2025 LOCAL RETAIL SALES TAX COLLECTION
1 CENT COMPENSATING USE TAX REVENUE**

TAXING MONTH	COLLECTION MONTH	MONTH RECEIVED	2021 ACTUAL _01 TAX	2022 ACTUAL _01 TAX	2022/2021 PERCENTAGE INC OR DEC _01 TAX	2023 ACTUAL _01 TAX	2023/2022 PERCENTAGE INC OR DEC _01 TAX	2024 ACTUAL _01 TAX	2024/2023 PERCENTAGE INC OR DEC _01 TAX	2025 ACTUAL _01 TAX	2025/2024 PERCENTAGE INC OR DEC _01 TAX
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			\$43,035.61	\$61,376.38	42.62%	\$78,408.69	27.75%	\$69,789.39	-10.99%	\$74,426.19	6.64%
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			\$88,132.46	\$117,385.95	33.19%	\$136,544.56	16.32%	\$132,661.84	-2.84%	\$141,016.80	6.30%
MARCH	APRIL	MAY	\$32,016.64	\$28,766.38	-10.15%	\$35,907.54	24.82%	\$37,228.05	3.68%	\$44,744.62	20.19%
			\$120,149.09	\$146,152.34	21.64%	\$172,452.10	17.99%	\$169,889.89	-1.49%	\$185,761.42	9.34%
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			\$145,430.09	\$177,808.51	22.26%	\$200,644.94	12.84%	\$202,621.41	0.99%	\$220,197.89	8.67%
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			\$273,234.24	\$329,607.39	20.63%	\$370,676.68	12.46%	\$368,896.89	-0.48%	\$430,022.30	16.57%
OCTOBER	NOVEMBER	DECEMBER	\$39,715.21	\$30,020.93	-24.41%	\$34,788.24	15.88%	\$37,956.30	9.11%	\$0.00	-100.00%
			\$312,949.45	\$359,628.32	14.92%	\$405,464.92	12.75%	\$406,853.18	0.34%	\$430,022.30	5.69%

**2025 LOCAL RETAIL SALES TAX COLLECTION
1 CENT SALES/COMP USE TAX REVENUE COMBINED**

TAXING MONTH	COLLECTION MONTH	MONTH RECEIVED	2021 ACTUAL _01 TAX	2022 ACTUAL _01 TAX	2022/2021 PERCENTAGE INC OR DEC _01 TAX	2023 ACTUAL _01 TAX	2023/2022 PERCENTAGE INC OR DEC _01 TAX	2024 ACTUAL _01 TAX	2024/2023 PERCENTAGE INC OR DEC _01 TAX	2025 ACTUAL _01 TAX	2025/2024 PERCENTAGE INC OR DEC _01 TAX
NOVEMBER	DECEMBER	JANUARY	<u>\$136,725.42</u> \$136,725.42	<u>\$147,506.97</u> \$147,506.97	<u>7.89%</u> 7.89%	<u>\$175,968.68</u> \$175,968.68	<u>19.30%</u> 19.30%	<u>\$188,650.38</u> \$188,650.38	<u>7.21%</u> 7.21%	<u>\$186,516.56</u> \$186,516.56	<u>-1.13%</u> -1.13%
DECEMBER	JANUARY	FEBRUARY	<u>142,796.46</u> \$279,521.88	<u>170,426.85</u> \$317,933.82	<u>19.35%</u> 13.74%	<u>211,415.71</u> \$387,384.40	<u>24.05%</u> 21.84%	<u>178,144.27</u> \$366,794.65	<u>-15.74%</u> -5.32%	<u>194,105.35</u> \$380,621.92	<u>8.96%</u> 3.77%
JANUARY	FEBRUARY	MARCH	<u>148,210.61</u> \$427,732.49	<u>139,524.88</u> \$457,458.71	<u>-5.86%</u> 6.95%	<u>161,666.77</u> \$549,051.16	<u>15.87%</u> 20.02%	<u>134,682.42</u> \$501,477.07	<u>-16.69%</u> -8.66%	<u>168,897.68</u> \$549,519.60	<u>25.40%</u> 9.58%
FEBRUARY	MARCH	APRIL	<u>\$131,093.37</u> \$558,825.86	<u>\$138,352.90</u> \$595,811.61	<u>5.54%</u> 6.62%	<u>\$161,819.45</u> \$710,870.61	<u>16.96%</u> 19.31%	<u>168,669.08</u> \$670,146.15	<u>4.23%</u> -5.73%	<u>191,701.41</u> \$741,221.01	<u>13.66%</u> 10.61%
MARCH	APRIL	MAY	<u>\$164,400.68</u> \$723,226.54	<u>\$163,375.04</u> \$759,186.65	<u>-0.62%</u> 4.97%	<u>\$196,216.25</u> \$907,086.86	<u>20.10%</u> 19.48%	<u>187,005.23</u> \$857,151.38	<u>-4.69%</u> -5.51%	<u>239,641.94</u> \$980,862.95	<u>28.15%</u> 14.43%
APRIL	MAY	JUNE	<u>\$161,617.73</u> \$884,844.27	<u>\$214,935.29</u> \$974,121.94	<u>32.99%</u> 10.09%	<u>\$171,935.96</u> \$1,079,022.81	<u>-20.01%</u> 10.77%	<u>176,090.09</u> \$1,033,241.47	<u>2.42%</u> -4.24%	<u>185,328.63</u> \$1,166,191.58	<u>5.25%</u> 12.87%
MAY	JUNE	JULY	<u>\$148,162.58</u> \$1,033,006.85	<u>\$175,792.16</u> \$1,149,914.10	<u>18.65%</u> 11.32%	<u>\$176,398.89</u> \$1,255,421.70	<u>0.35%</u> 9.18%	<u>175,861.56</u> \$1,209,103.03	<u>-0.30%</u> -3.69%	<u>204,917.78</u> \$1,371,109.36	<u>16.52%</u> 13.40%
JUNE	JULY	AUGUST	<u>\$148,629.71</u> \$1,181,636.57	<u>\$171,028.69</u> \$1,320,942.79	<u>15.07%</u> 11.79%	<u>\$184,737.83</u> \$1,440,159.53	<u>8.02%</u> 9.03%	<u>180,235.45</u> \$1,389,338.48	<u>-2.44%</u> -3.53%	<u>166,811.36</u> \$1,537,920.72	<u>-7.45%</u> 10.69%
JULY	AUGUST	SEPTEMBER	<u>\$148,063.75</u> \$1,329,700.32	<u>\$201,970.83</u> \$1,522,913.62	<u>36.41%</u> 14.53%	<u>\$153,971.62</u> \$1,594,131.15	<u>-23.77%</u> 4.68%	<u>178,441.64</u> \$1,567,780.12	<u>15.89%</u> -1.65%	<u>178,896.55</u> \$1,716,817.26	<u>0.25%</u> 9.51%
AUGUST	SEPTEMBER	OCTOBER	<u>\$150,613.57</u> \$1,480,313.89	<u>\$133,286.06</u> \$1,656,199.69	<u>-11.50%</u> 11.88%	<u>\$187,904.87</u> \$1,782,036.02	<u>40.98%</u> 7.60%	<u>188,303.34</u> \$1,756,083.46	<u>0.21%</u> -1.46%	<u>195,830.79</u> \$1,912,648.06	<u>4.00%</u> 8.92%
SEPTEMBER	OCTOBER	NOVEMBER	<u>\$141,725.96</u> \$1,622,039.85	<u>\$167,880.21</u> \$1,824,079.90	<u>18.45%</u> 12.46%	<u>\$185,914.74</u> \$1,967,950.76	<u>10.74%</u> 7.89%	<u>162,245.36</u> \$1,918,328.82	<u>-12.73%</u> -2.52%	<u>181,101.42</u> \$2,093,749.48	<u>11.62%</u> 9.14%
OCTOBER	NOVEMBER	DECEMBER	<u>\$172,211.06</u> \$1,794,250.91	<u>\$174,110.77</u> \$1,998,190.67	<u>1.10%</u> 11.37%	<u>\$164,814.11</u> \$2,132,764.87	<u>-5.34%</u> 6.73%	<u>174,479.24</u> \$2,092,808.06	<u>5.86%</u> -1.87%	<u>-</u> \$2,093,749.48	<u>-100.00%</u> 0.04%



COFFEYVILLE POLICE DEPARTMENT

2025 Statistics



	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Totals
Total Incidents(PD,FD, EMS, MGSO)	3,588	3,190	4,227	3,664	3,981	3,604	3,772	4,043	3,703	3,698	3,473		40,943
Total Coffeyville PD Incidents	1,837	1,793	2,326	2,059	2,056	1,940	2,100	2,086	1,977	1,845	1,774		21,793
Total NG911 Calls to Dispatch	730	633	823	742	789	789	858	755	740	723	634		8,216
Total Telephone Calls To Dispatch	4,697	4,398	5,964	5,230	5,342	5,897	5,861	5,797	5,320	5,301	4,738		58,545
Traffic Stops	278	289	372	251	356	244	317	279	281	314	349		3,330
Total Traffic Citations Issued	144	187	278	212	166	146	181	187	168	244	140		2,053
KIBRS Offenses	186	163	295	233	231	202	211	229	206	220	211		2,387
Accident - Injury	3	1	1	1	1	1	1	4	3	2	1		19
Accident - Non Injury	9	14	8	9	6	10	10	5	7	6	8		92
Cases Assigned to Dets	4	4	9	6	9	10	5	3	3	9	7		69
Cases Cleared by Dets	1	3	8	4	6	7	6	3	4	2	8		52
Homicides	0	0	0	0	0	0	0	0	1++	0	0		0
Attempted Homicides	0	0	0	1*	0	0	0	0	0	0	0		0
Robberies	0	0	0	0	0	0	0	0	0	0	3		3
Rapes	2	0	0	1	0	0	0	0	0	0	0		3
Other Sex Offenses	0	0	0	0	0	2	1	0	0	0	0		3
Burglaries	2	1	3	0	0	2	3	2	2	3	3		21
Vehicle Burglaries	5	2	4	0	0	1	1	1	2	1	1		18
Batteries	2	1	2	3	5	3	2	4	2	3	5		32
Domestic Violence Battery	4	5	8	5	2	7	5	6	9	4	4		59
Arsons	0	0	0	0	0	1 *	1	0	1	0	0		2
Assaults	2	3	2	2	3	1	2	1	1	0	1		18
Thefts	16	8	16	8	10	16	17	12	18	8	17		146
Stolen Auto	0	0	1	0	2	1	0	0	0	2	1		7
Narcotics Violations	20	18	29	25	29	22	19	22	17	36	15		252
DUI	4	3	7	8	7	4	5	3	5	16	13		75
Animal Calls	150	162	215	150	162	152	97	184	222	216	211		1,921
Parking In Yard Complaints	7	11	12	16	6	2	2	11	1	2	0		70
Parking In Yard Citations	5	9	6	10	6	1	1	12	1	2	0		53

++ = KHP Invs. accident /8th & Patterson

* = Attempted