

**COMMISSION MEETING AGENDA
TUESDAY, FEBRUARY 9TH, 2021 6:30 P.M.**

- A. CALL TO ORDER** – Mayor Ann Marie Vannoster
- B. ROLL CALL**
- C. INVOCATION** – Pastor Kevin O’Connor, Agape Fellowship Church
- D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**
- E. REVIEW OF AGENDA**
- F. CONSENT AGENDA**
 - 1. City Commission Meeting Minutes – Tuesday, January 26th, 2021
 - 2. 2021 Appropriation Ordinance No. AO-21-03 – \$1,183,398.11
- 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).**
- I. OLD BUSINESS**
- J. NEW BUSINESS**
 - 1. Resolution R-21-08 a Resolution to authorize the Mayor to execute a subordination agreement for the benefit of Harold Mann.
 - 2. Resolution R-21-09 a Resolution for Action to approve a License Agreement with Bluebird Network and Small Cell Facility Deployment Agreement with Kansas #15 Limited Partnership.
 - 3. City Manager’s Report
 - 4. Comments from Commissioners and Staff
- K. EXECUTIVE SESSION(s)**
- L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES**
 - 1. Building Permit Reports – January 2021
 - 2. Coffeyville Police Department Crime Statistics – January 2021
 - 3. Sales Tax Report – January 2021
 - 4. 2021 CDBG Award Letter
- M. ADJOURN**

**COMMISSION MEETING MINUTES
TUESDAY, JANUARY 26th, 2021 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 Vannoster.

Present:

COMMISSIONER PAUL BAUER
COMMISSIONER ANN MARIE VANNOSTER
COMMISSIONER ROBERT YORK
COMMISSIONER TRACY MAXSON
COMMISSIONER JUSTIN DOANE

City Staff in attendance:

CITY MANAGER MARK HALL
CITY CLERK MELISSA CARTER
CITY ATTORNEY PAUL KRITZ
IT DIRECTOR CHRIS FELIX
DIRECTOR OF FINANCE STEPHANIE RICHARDSON
DIRECTOR OF ENGINEERING SERVICES THOMAS OSBORN
DIRECTOR OF ELECTRIC UTILITY MIKE SHOOK
DIRECTOR OF PUBLIC WORKS JIM BRADSHAW

- A. CALL TO ORDER** – Mayor Ann Marie Vannoster
- B. ROLL CALL**
- C. INVOCATION** – Pastor Randy DePriest
- D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**
- E. REVIEW OF AGENDA**
- F. CONSENT AGENDA**
 - 1. City Commission Meeting Minutes – Tuesday, January 12th, 2021
 - 2. 2021 Appropriation Ordinance No. AO-21-02 – \$3,888,983.34

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

ACTION: MOTION: VANNOSTER SECOND: BAUER
ROLL CALL: ALL AYE

- 3. 2021 Appropriations Ordinance No. AO-21-02A - \$96.25

MOTION: Move to approve item 3 the consent agenda as presented.

ACTION: MOTION: YORK SECOND: MAXSON
ROLL CALL: BAUER – AYE, MAXSON – AYE, DOANE - AYE
YORK – AYE, VANNOSTER- ABSTAIN

G. COMMENTS

- 1. Comments from Public

Any citizen desiring to address the Commission shall be recognized, advance to the podium,

**COMMISSION MEETING MINUTES
TUESDAY, JANUARY 26th, 2021**

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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. Announcement of anticipated Kansas Health Championship Award.

Marci Roberts announced that the City of Coffeyville has been awarded the 2021 Kansas Health Champion Award. She noted how the City has gone above and beyond over the last few years in making an effort to improve the quality of life and health in Coffeyville. Some of the programs and initiatives Mrs. Roberts mentioned are: the tobacco free parks policy, the Master Trail Plan, the 9th Street Corridor Project, the Neighborhood Revitalization Project and the Community Gardens and Orchard.

I. OLD BUSINESS

J. NEW BUSINESS

1. Resolution R-21-03 a Resolution to approve the purchase of Playground Equipment for Pfister Park.

Director of Public Works Jim Bradshaw stated that in December of 2020 the City of Coffeyville was notified they were awarded a Customer Assistance grant through GRDA in the amount of \$25,000 for the purchase of playground equipment that will be installed at Pfister Park. The Parks Board has selected the equipment that has a cost of \$24,999. Laura Townsend, Marketing Programs and Community Relations Manager for the Grand River Dam Authority, came to the podium to officially award the \$25,000 to the City of Coffeyville. She stated that GRDA has been partners with the City for almost 20 years and this was an opportunity that they are happy to be able to provide. She thanked Mark Hall, Jim Bradshaw, and Mike Shook for all their work on this project.

MOTION: Move to approve Resolution R-21-03 as presented.

ACTION: MOTION: DOANE SECOND: VANNOSTER
ROLL CALL: ALL AYE

2. Resolution R-21-04 a Resolution to approve project list for the Airport Capital Improvement Plan with the FAA.

Director of Engineering Services Thomas Osborn stated the Airport Capital Improvement Program is updated every year in January. The project list lets the FAA know what the needs at the Airport are and the direction they would like to go. A project on the list is to rehabilitate runway 1735. The cost of that project is a little over 2 million with the City's part of it being \$200,000.

MOTION: Move to approve Resolution R-21-04 as presented.

ACTION: MOTION: VANNOSTER SECOND: BAUER
ROLL CALL: ALL AYE

**COMMISSION MEETING MINUTES
TUESDAY, JANUARY 26th, 2021**

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3. Resolution R-21-05 a Resolution to approve Master Services agreement with Lochner for Airport Consultant.

Director of Engineering Services Thomas Osborn stated that, as discussed at the last meeting, Lochner has been selected as the Airport consultant for the next 5 years. This Resolution is to approve that Service Agreement.

MOTION: Move to approve Resolution R-21-05 as presented.

ACTION: MOTION: MAXSON SECOND: YORK
ROLL CALL: ALL AYE

4. Resolution R-21-06 a Resolution to approve work Task Order #1 under the Master services agreement with Lochner for the airport lighting project.

Director of Engineering Services Thomas Osborn stated that this Task Order #1 for the services agreement that was just approved. This is for the lighting on runway 1735 to get the project moving forward. Due to the cost this project it will be a multi-year grant using the entitlement funds for the years of 2018 through 2022. Task order #1 is for \$87,400.00 and is reimbursable as part of the grant once awarded. It is a 10% local match for the project. Entitlement funds can bank for 4 years at \$150,000 per year and the City currently has the full \$600,000 banked.

MOTION: Move to approve Resolution R-21-06 as presented.

ACTION: MOTION: BAUER SECOND: MAXSON
ROLL CALL: ALL AYE

5. Resolution R-21-07 a Resolution of intent to adopt a Neighborhood Revitalization Plan and setting a Public Hearing on the Proposal.

City Manager Mark Hall stated this is for a Neighborhood Revitalization Program that provides an incentive for housing improvements. It is also available for Commercial. There is an addition added from the previous NRP as the City has aged. This is a benefit that maintains the current property values and will eventually create a long term tax revenue. It is incentivized throughout the City with varied rebates based on need. This is a 10 year plan and will help to stabilize land values and help the City to grow. There are certain requirements that have to be met such as being in good standing with property taxes. It is performance based program and is transferrable.

MOTION: Move to approve Resolution R-21-07 as presented.

ACTION: MOTION: YORK SECOND: VANNOSTER
ROLL CALL: ALL AYE

6. City Manager's Report

City Manager Mark Hall thanked employees for all that they do and they truly care about the community. He noted the partnerships with CVR and GRDA for the parks projects. He thanked the Electric Department, Jim Bradshaw, and Stephanie Richardson for their hard work and all they accomplish.

**COMMISSION MEETING MINUTES
TUESDAY, JANUARY 26th, 2021**

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7. Comments from Commissioners and Staff

Director of Finance Stephanie Richardson announced that the City is moving forward in taking applications for the CDBG-CV Meal Program grant funds. Applications will be posted on the City Website. This is limited to non-profit organizations and funds can be used for salaries, inventory, rent and non-city owned utilities. They will apply through the City and need to submit invoices to substantiate what they are applying for. There is a total of \$35,000 in funds available and the due date is February 19th. Applications will then be sent to the Regional Planning Commission for their review and brought to a Commission Meeting in March for approval. Upon approval it will be submitted to the State and once the City has received those funds they will be disbursed to the organizations.

Commissioner Bauer asked for an update on Prosperiti Builders for the next meeting. He noted that it has been a year now and he is hearing that there is no action out there.

Commissioner Bauer asked about the old fire department and what is happening with that. City Manager Mark Hall stated that they are looking to purchase a storage building to house what is there now and then the building will be put up for sale.

Commissioner York thanked CVR for their donations for playground equipment. He then thanked GRDA for their great partnership.

Commissioner Maxson asked about the old airport hangar and that it is falling in. Director of Engineering Thomas Osborn stated that is supposed to be removed by whom it is currently leased to. That lease is up in June and will then be returned to the City. Mr. Osborn stated that they are developing a business plan for the airport when the day to day operations are turned back over to the City. Commissioner Bauer asked about the damage done by the piping that Phoenix set. Mr. Osborn stated that area has been grated off and packed back in but is still in the process of being remedied.

K. EXECUTIVE SESSION(s)

L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Building Permit Reports – December 2020
2. Coffeyville Recreation Commission Update – January 2021
3. CRS Activity 510 Hazard Mitigation Report

M. ADJOURN

MOTION: Move to Adjourn

ACTION: MOTION: VANNOSTER SECOND: MAXSON
ROLL CALL: ALL AYE

Time the meeting was adjourned: 7:32 pm

Date the minutes were approved:

Melissa Carter, City Clerk

**City of Coffeyville
Department Codings**

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

PACKET: 04015 AO 21-03 2.9.21 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-53528	1ST DUE EMERGENCY RESPONSE SOL						
I-21-4250		STRUCTURAL GLOVE X 7 PAIR	546.00				
1/20/2021	AP	DUE: 2/19/2021 DISC: 2/19/2021		1099: N			
		STRUCTURAL GLOVE X 7 PAIR		010 5-041-865	SAFETY EQUIPMENT	546.00	
		=== VENDOR TOTALS ===	546.00				
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01-51602	ABM SUPPLY						
I-2021-165		VELCRO NAME TAG-CRUSE	10.00				
1/20/2021	AP	DUE: 1/20/2021 DISC: 1/20/2021		1099: N			
		VELCRO NAME TAG-CRUSE		010 5-023-515	CLOTHING	10.00	
		=== VENDOR TOTALS ===	10.00				
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01-50300	ALLGEIER, MARTIN & ASSOCIATES,						
I-702001M-08		PAY #8-CVR EXPANSION REVIEW	1,680.00				
1/18/2021	AP	DUE: 2/17/2021 DISC: 2/17/2021		1099: N			
		PAY #8-CVR EXPANSION REVIEW		760 5-000-478	PROFESSIONAL SERVICES	186.67	
		PAY #8-CVR EXPANSION REVIEW		800 5-040-478	PROFESSIONAL SERVICES	106.66	
		PAY #8-CVR EXPANSION REVIEW		900 5-026-478	PROFESSIONAL SERVICES	693.33	
		PAY #8-CVR EXPANSION REVIEW		900 5-027-478	PROFESSIONAL SERVICES	693.34	
I-COFF7219002C-6		PAY #6-INTERESECTION CNSTRCTN	2,582.80				
1/27/2021	AP	DUE: 2/26/2021 DISC: 2/26/2021		1099: N			
		PAY #6-INTERESECTION CNSTRCTN		520 5-220-478	PROFESSIONAL SERVICES	2,582.80	
		=== VENDOR TOTALS ===	4,262.80				
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01-00123	AMAZON.COM						
I-434589873455		TONER CARTRIDGE X 4	274.90				
1/15/2021	AP	DUE: 1/15/2021 DISC: 1/15/2021		1099: N			
		TONER CARTRIDGE X 4		010 5-045-550	OFFICE SUPPLIES	274.90	
I-439969857753		BADGE HOLDER X 40	37.98				
1/23/2021	AP	DUE: 1/23/2021 DISC: 1/23/2021		1099: N			
		BADGE HOLDER X 40		010 5-131-550	OFFICE SUPPLIES	37.98	
I-534355953754		TRAILER HITCH FOR TAHOE	99.99				
1/15/2021	AP	DUE: 1/15/2021 DISC: 1/15/2021		1099: N			
		TRAILER HITCH FOR TAHOE		010 5-018-590	VEHICLE EQUIP SUPPLIES	50.00	
		TRAILER HITCH FOR TAHOE		720 5-000-590	VEHICLE-EQUIP SUPPLIES	49.99	
I-744855569556		ROPE FOR PLAZA FLAGS	87.80				
1/07/2021	AP	DUE: 1/07/2021 DISC: 1/07/2021		1099: N			
		ROPE FOR PLAZA FLAGS		010 5-092-520	DEPARTMENT SUPPLIES	87.80	

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00123	AMAZON.COM	(** CONTINUED **)				
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I-85656534937		TONER CARTRIDGE	73.58			
1/15/2021	AP	DUE: 1/15/2021 DISC: 1/15/2021		1099: N		
		TONER CARTRIDGE		010 5-071-550	OFFICE SUPPLIES	73.58
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I-978646739986		LAPTOP FOR HR DIRECTOR	863.99			
1/17/2021	AP	DUE: 1/17/2021 DISC: 1/17/2021		1099: N		
		LAPTOP FOR HR DIRECTOR		500 5-310-845	OFFICE FURNITURE & EQUIP	863.99
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=== VENDOR TOTALS ===			1,438.24			
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01-50670	ASPLUNDH TREE EXPERT COMPANY					
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I-55H92121		TREE TRIMMING THRU 1/23/21	8,126.00			
1/29/2021	AP	DUE: 1/29/2021 DISC: 1/29/2021		1099: N		
		TREE TRIMMING THRU 1/23/21		800 5-020-424	CONTRACTUAL AGREEMENTS	8,126.00
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=== VENDOR TOTALS ===			8,126.00			
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01-59760	AT&T					
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I-0121316A730726		1/21 CONSOLIDATED E911	650.07			
1/25/2021	AP	DUE: 2/24/2021 DISC: 2/24/2021		1099: N		
		1/21 CONSOLIDATED E911		510 5-000-416	COMMUNICATIONS	650.07
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=== VENDOR TOTALS ===			650.07			
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01-63852	ATLANTIC DIVING SUPPLY, INC.					
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I-1988992		LOUD SPEAKER-CRISIS TEAM-JAG	6,943.70			
1/21/2021	AP	DUE: 1/21/2021 DISC: 1/21/2021		1099: N		
		LOUD SPEAKER-CRISIS TEAM-JAG		230 5-000-850	OTHER EQUIPMENT	6,943.70
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=== VENDOR TOTALS ===			6,943.70			
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01-03870	ATMOS ENERGY					
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I-202101278976		312 E. 7TH ST.	146.97			
1/20/2021	AP	DUE: 2/19/2021 DISC: 2/19/2021		1099: N		
		312 E. 7TH ST.		800 5-020-494	UTILITIES	146.97
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I-202102028978		612 SPRING ST.	4,133.25			
1/20/2021	AP	DUE: 2/19/2021 DISC: 2/19/2021		1099: N		
		612 SPRING ST.-ED 40%		800 5-020-494	UTILITIES	1,653.30
		612 SPRING ST.-PP 60%		800 5-030-494	UTILITIES	2,479.95
=====						
I-202102048998		CITY FACILITY GAS CHARGES	6,988.63			
1/29/2021	AP	DUE: 2/28/2021 DISC: 2/28/2021		1099: N		
		AIRPORT MAINTENANCE SHOP		360 5-000-494	UTILITIES	154.80
		CEMETERY SHOP		010 5-161-494	UTILITIES	434.38
		FIRE DEPARTMENT		010 5-041-494	UTILITIES	560.94

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03870	ATMOS ENERGY	(** CONTINUED **)				
		HILLCREST GOLF COURSE		370 5-000-494	UTILITIES	441.13
		POLICE IMPOUND		010 5-023-494	UTILITIES	155.97
		N RIVER ROAD - 1/2 PUBLIC SVC		010 5-161-494	UTILITIES	1,148.61
		N RIVER ROAD - 1/2 WATER		900 5-026-494	UTILITIES	1,148.61
		PUMP STATION		900 5-036-494	UTILITIES	550.82
		RON STEVENSON BUILDING		010 5-161-494	UTILITIES	215.59
		WALTER JOHNSON PARK RESTRMS		010 5-161-494	UTILITIES	266.22
		WASTEWATER TREATMENT PLANT		900 5-037-494	UTILITIES	1,270.74
		YOUTH ACTIVITY CENTER		140 5-134-494	UTILITIES	640.82
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I-KS-0003504		12/20-EAST, WEST METERS	630.00			
1/20/2021	AP	DUE: 2/19/2021 DISC: 2/19/2021		1099: N		
		12/20-EAST, WEST METERS		800 5-030-535	FUEL-GAS PURCHASE	630.00
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I-KS-0003505		12/20-NEW GEN METERS A&B	7,131.86			
1/20/2021	AP	DUE: 2/19/2021 DISC: 2/19/2021		1099: N		
		12/20-NEW GEN METERS A&B		800 5-030-535	FUEL-GAS PURCHASE	7,131.86
		=== VENDOR TOTALS ===	19,030.71			
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01-02050	BARTLETT COOP ASSOCIATION					
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I-99652		KEROSENE FOR HEATERS	59.75			
1/20/2021	AP	DUE: 2/19/2021 DISC: 2/19/2021		1099: N		
		KEROSENE FOR HEATERS		800 5-030-545	MOTOR FUELS/LUBRICANTS	59.75
=====						
I-99821		PROPANE FOR FORKLIFT-GEN #2	20.37			
1/26/2021	AP	DUE: 2/25/2021 DISC: 2/25/2021		1099: N		
		PROPANE FOR FORKLIFT-GEN #2		800 5-030-525	CHEMICALS/FERTILIZERS/SE	20.37
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I-99926		PROPANE BOTTLES,CYLINDERS	362.84			
1/29/2021	AP	DUE: 2/28/2021 DISC: 2/28/2021		1099: N		
		PROPANE FOR FORKLIFT		800 5-020-525	CHEMICALS/FERTILIZERS/SE	17.73
		PROPANE BOTTLES,CYLINDERS		800 5-030-525	CHEMICALS/FERTILIZERS/SE	345.11
		=== VENDOR TOTALS ===	442.96			
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01-00336	BLAKE'S LUBE CENTER					
=====						
I-20210451		OIL CHANGE	52.56			
1/29/2021	AP	DUE: 2/28/2021 DISC: 2/28/2021		1099: N		
		OIL CHANGE		800 5-030-545	MOTOR FUELS/LUBRICANTS	52.56
		=== VENDOR TOTALS ===	52.56			

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-51290	BOLL FILTER CORPORATION					
I-IN0053625		DIAPHRAGM, O-RING-GEN #2	133.47			
1/19/2021	AP	DUE: 1/19/2021 DISC: 1/19/2021		1099: N		
		DIAPHRAGM, O-RING-GEN #2		800 5-030-620	EQUIPMENT MAINTENANCE	133.47
		=== VENDOR TOTALS ===	133.47			
=====						
01-51307	BRENNTAG SOUTHWEST, INC.					
I-BSW268521		POLYMER	1,499.40			
1/21/2021	AP	DUE: 2/20/2021 DISC: 2/20/2021		1099: N		
		POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,499.40
I-BSW268522		POLYMER	1,166.22			
1/21/2021	AP	DUE: 2/20/2021 DISC: 2/20/2021		1099: N		
		POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,166.22
I-BSW268523		POLYMER	4,267.37			
1/21/2021	AP	DUE: 2/20/2021 DISC: 2/20/2021		1099: N		
		POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	4,267.37
I-BSW269714		POLYMER	1,166.22			
1/26/2021	AP	DUE: 2/25/2021 DISC: 2/25/2021		1099: N		
		POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,166.22
I-BSW269715		POLYMER	2,332.44			
1/26/2021	AP	DUE: 2/25/2021 DISC: 2/25/2021		1099: N		
		POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	2,332.44
		=== VENDOR TOTALS ===	10,431.65			
=====						
01-00564	CARLY SALAZAR					
I-202102028979		REFUND OAKCREST DEPOSIT	35.00			
1/24/2021	AP	DUE: 1/24/2021 DISC: 1/24/2021		1099: N		
		REFUND OAKCREST DEPOSIT		010 4-000-174	RENTALS-BUILDING	35.00
		=== VENDOR TOTALS ===	35.00			
=====						
01-00590	CARTER AUTOMOTIVE WAREHOUSE					
I-577744/1		OIL, AIR, HYDRAULIC FILTERS	124.41			
1/13/2021	AP	DUE: 2/12/2021 DISC: 2/12/2021		1099: N		
		HYDRAULIC, AIR FILTERS		370 5-000-620	EQUIPMENT MAINTENANCE	80.76
		HYDRAULIC, OIL FILTERS		370 5-000-620	EQUIPMENT MAINTENANCE	16.53
		AIR FILTER		370 5-000-620	EQUIPMENT MAINTENANCE	19.66
		HYDRAULIC FILTER		370 5-000-620	EQUIPMENT MAINTENANCE	7.46

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-----ID-----			GROSS	P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-00590	CARTER AUTOMOTIVE WAREHOUSE	(** CONTINUED **)					
I-579086/1		VALVE SEAL X 6	36.96				
1/14/2021	AP	DUE: 2/13/2021 DISC: 2/13/2021		1099: N			
		VALVE SEAL X 6		010 5-163-620	EQUIPMENT MAINTENANCE	36.96	
I-579530/1		OIL FILTER X 2	9.96				
1/15/2021	AP	DUE: 2/14/2021 DISC: 2/14/2021		1099: N			
		OIL FILTER		010 5-023-680	VEHICLE-PARTS	4.98	
		OIL FILTER		010 5-023-680	VEHICLE-PARTS	4.98	
I-579929/1		HYDRAULIC HOSE	92.48				
1/18/2021	AP	DUE: 2/17/2021 DISC: 2/17/2021		1099: N			
		HYDRAULIC HOSE		010 5-163-620	EQUIPMENT MAINTENANCE	92.48	
I-580051/1		AIR FILTER, BIT	28.35				
1/19/2021	AP	DUE: 2/18/2021 DISC: 2/18/2021		1099: N			
		AIR FILTER		010 5-163-620	EQUIPMENT MAINTENANCE	26.85	
		T-25 BIT		010 5-163-520	DEPARTMENT SUPPLIES	1.50	
I-580078/1		TAILGATE MOLDING	88.48				
1/27/2021	AP	DUE: 2/26/2021 DISC: 2/26/2021		1099: N			
		TAILGATE MOLDING		800 5-020-680	VEHICLE-PARTS	88.48	
I-580808/1		OIL FILTER, BUSHINGS	18.71				
1/26/2021	AP	DUE: 2/25/2021 DISC: 2/25/2021		1099: N			
		OIL FILTERS, BUSHINGS		010 5-163-620	EQUIPMENT MAINTENANCE	9.35	
		OIL FILTERS, BUSHINGS		010 5-163-620	EQUIPMENT MAINTENANCE	9.36	
I-580824/1		BREATHER HOSE X 2	28.36				
1/27/2021	AP	DUE: 2/26/2021 DISC: 2/26/2021		1099: N			
		BREATHER HOSE		010 5-163-620	EQUIPMENT MAINTENANCE	14.18	
		BREATHER HOSE		010 5-163-620	EQUIPMENT MAINTENANCE	14.18	
I-580970/1		TRANSMISSION FLUID X 6	38.24				
1/26/2021	AP	DUE: 2/25/2021 DISC: 2/25/2021		1099: N			
		TRANSMISSION FLUID X 6		800 5-020-545	MOTOR FUELS/LUBRICANTS	38.24	
I-581136/1		BATTERY	183.19				
1/27/2021	AP	DUE: 2/26/2021 DISC: 2/26/2021		1099: N			
		BATTERY		010 5-163-590	VEHICLE-EQUIP SUPPLIES	183.19	
I-581142/1		HYDRAULIC HOSE	15.65				
1/27/2021	AP	DUE: 2/26/2021 DISC: 2/26/2021		1099: N			
		HYDRAULIC HOSE		900 5-026-620	EQUIPMENT MAINTENANCE	15.65	
		=== VENDOR TOTALS ===	664.79				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-51739	CENTRAL POWER SYSTEMS & SERVIC						
I-R119007238		GLASS BREAK E-STOP-GENERATOR	405.51				
11/17/2020	AP	DUE: 11/17/2020 DISC: 11/17/2020		1099: N			
		GLASS BREAK E-STOP-GENERATOR		010 5-041-620	EQUIPMENT MAINTENANCE	405.51	
		=== VENDOR TOTALS ===	405.51				
=====							
01-51826	CHANDLER OIL, LLC						
I-124975		LUBE OIL-NEW GEN ENGINES	50,730.57				
1/01/2021	AP	DUE: 1/01/2021 DISC: 1/01/2021		1099: Y			
		LUBE OIL-NEW GEN ENGINES		800 5-030-545	MOTOR FUELS/LUBRICANTS	50,730.57	
		=== VENDOR TOTALS ===	50,730.57				
=====							
01-01037	CITY OF COFFEYVILLE						
I-202102028980		2/21 NIEL HOTEL ADMIN FEE	201.98				
2/02/2021	AP	DUE: 2/02/2021 DISC: 2/02/2021		1099: N			
		2/21 NIEL HOTEL ADMIN FEE		570 5-000-424	CONTRACTUAL AGREEMENTS	201.98	
		=== VENDOR TOTALS ===	201.98				
=====							
01-00680	CITY TREASURER						
I-202102028981		DENTAL CLAIMS PAID THRU 12/31	594.80				
12/31/2020	AP	DRAFT 1/04/2021		1099: N			
		DENTAL CLAIMS PAID THRU 12/31		350 5-716-310	HEALTH INSURANCE	594.80	
I-202102028982		DENTAL CLAIMS PAID THRU 1/7	818.40				
1/07/2021	AP	DRAFT 1/08/2021		1099: N			
		DENTAL CLAIMS PAID THRU 1/7		350 5-716-310	HEALTH INSURANCE	818.40	
I-202102028983		DENTAL CLAIMS PAID THRU 1/14	1,317.80				
1/14/2021	AP	DRAFT 1/15/2021		1099: N			
		DENTAL CLAIMS PAID THRU 1/14		350 5-716-310	HEALTH INSURANCE	1,317.80	
I-202102028984		DENTAL CLAIMS PAID THRU 1/21	2,676.80				
1/21/2021	AP	DRAFT 1/22/2021		1099: N			
		DENTAL CLAIMS PAID THRU 1/21		350 5-716-310	HEALTH INSURANCE	2,676.80	
I-202102028985		HEALTH CLAIMS PAID THRU 12/28	6,666.56				
12/29/2020	AP	DRAFT 1/05/2021		1099: N			
		HEALTH CLAIMS PAID THRU 12/28		350 5-716-310	HEALTH INSURANCE	6,666.56	
I-202102028986		HEALTH CLAIMS PAID THRU 1/4	53,321.52				
1/04/2021	AP	DRAFT 1/12/2021		1099: N			
		HEALTH CLAIMS PAID THRU 1/4		350 5-716-310	HEALTH INSURANCE	53,321.52	

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00680	CITY TREASURER	(** CONTINUED **)				
=====						
I-202102028987		HEALTH CLAIMS PAID THRU 1/11	38,412.27			
1/12/2021	AP	DRAFT 1/19/2021		1099: N		
		HEALTH CLAIMS PAID THRU 1/11		350 5-716-310	HEALTH INSURANCE	38,412.27
=====						
I-202102048999		DENTAL CLAIMS PAID THRU 1/28	1,990.10			
1/28/2021	AP	DRAFT 1/29/2021		1099: N		
		DENTAL CLAIMS PAID THRU 1/28		350 5-716-310	HEALTH INSURANCE	1,990.10
=====						
I-202102049000		HEALTH CLAIMS PAID THRU 1/19	7,133.50			
1/20/2021	AP	DRAFT 1/26/2021		1099: N		
		HEALTH CLAIMS PAID THRU 1/19		350 5-716-310	HEALTH INSURANCE	7,133.50
=== VENDOR TOTALS ===			112,931.75			
=====						
01-52027	CIVICPLUS, INC.					
=====						
I-206137		2021 WEBSITE, MOBILE APP FEES	8,183.11			
1/01/2021	AP	DUE: 1/01/2021 DISC: 1/01/2021		1099: N		
		2021 WEBSITE, MOBILE APP FEES		010 5-131-478	PROFESSIONAL SERVICES	3,682.40
		2021 WEBSITE, MOBILE APP FEES		370 5-000-478	PROFESSIONAL SERVICES	327.32
		2021 WEBSITE, MOBILE APP FEES		450 5-000-478	PROFESSIONAL SERVICES	81.83
		2021 WEBSITE, MOBILE APP FEES		720 5-000-478	PROFESSIONAL SERVICES	409.16
		2021 WEBSITE, MOBILE APP FEES		760 5-000-478	PROFESSIONAL SERVICES	409.16
		2021 WEBSITE, MOBILE APP FEES		800 5-040-478	PROFESSIONAL SERVICES	1,636.62
		2021 WEBSITE, MOBILE APP FEES		900 5-046-478	PROFESSIONAL SERVICES	818.31
		2021 WEBSITE, MOBILE APP FEES		900 5-047-478	PROFESSIONAL SERVICES	818.31
=== VENDOR TOTALS ===			8,183.11			
=====						
01-00720	CLOUGH OIL COMPANY, INC.					
=====						
I-112734		KEROSENE X 10 GALLON-HEATERS	41.06			
1/19/2021	AP	DUE: 2/18/2021 DISC: 2/18/2021		1099: N		
		KEROSENE X 10 GALLON-HEATERS		800 5-030-545	MOTOR FUELS/LUBRICANTS	41.06
=== VENDOR TOTALS ===			41.06			
=====						
01-00721	CLOUGH SERVICE					
=====						
I-4815277		FUEL THRU 1/24	986.23			
1/26/2021	AP	DUE: 1/26/2021 DISC: 1/26/2021		1099: N		
		FUEL THRU 1/24		010 5-163-545	MOTOR FUELS/LUBRICANTS	986.23
=====						
I-4815279		FUEL THRU 1/24	63.22			
1/26/2021	AP	DUE: 1/26/2021 DISC: 1/26/2021		1099: N		
		FUEL THRU 1/24		010 5-071-545	MOTOR FUELS/LUBRICANTS	63.22

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-00721	CLOUGH SERVICE	(** CONTINUED **)					
I-4815280		FUEL THRU 1/24	1,367.56				
1/26/2021	AP	DUE: 1/26/2021 DISC: 1/26/2021		1099: N			
		FUEL THRU 1/24		010 5-023-545	MOTOR FUELS/LUBRICANTS	1,367.56	
I-4815281		FUEL THRU 1/24	85.06				
1/26/2021	AP	DUE: 1/26/2021 DISC: 1/26/2021		1099: N			
		FUEL THRU 1/24		010 5-025-545	MOTOR FUELS/LUBRICANTS	85.06	
I-4815282		FUEL THRU 1/24	300.96				
1/26/2021	AP	DUE: 1/26/2021 DISC: 1/26/2021		1099: N			
		FUEL THRU 1/24		010 5-041-545	MOTOR FUELS/LUBRICANTS	300.96	
I-4815283		FUEL THRU 1/24	70.10				
1/26/2021	AP	DUE: 1/26/2021 DISC: 1/26/2021		1099: N			
		FUEL THRU 1/24		010 5-045-545	MOTOR FUELS/LUBRICANTS	70.10	
I-4815284		FUEL THRU 1/24	853.99				
1/26/2021	AP	DUE: 1/26/2021 DISC: 1/26/2021		1099: N			
		FUEL THRU 1/24		900 5-026-545	MOTOR FUELS/LUBRICANTS	853.99	
I-4815285		FUEL THRU 1/24	213.58				
1/26/2021	AP	DUE: 1/26/2021 DISC: 1/26/2021		1099: N			
		FUEL THRU 1/24		900 5-027-545	MOTOR FUELS/LUBRICANTS	213.58	
I-4815286		FUEL THRU 1/24	95.71				
1/26/2021	AP	DUE: 1/26/2021 DISC: 1/26/2021		1099: N			
		FUEL THRU 1/24		900 5-037-545	MOTOR FUELS/LUBRICANTS	95.71	
I-4815287		FUEL THRU 1/24	60.27				
1/26/2021	AP	DUE: 1/26/2021 DISC: 1/26/2021		1099: N			
		FUEL THRU 1/24		010 5-017-545	MOTOR FUELS/LUBRICANTS	60.27	
I-4815288		FUEL THRU 1/24	820.54				
1/26/2021	AP	DUE: 1/26/2021 DISC: 1/26/2021		1099: N			
		FUEL THRU 1/24		800 5-020-545	MOTOR FUELS/LUBRICANTS	820.54	
I-4815289		FUEL THRU 1/24	139.70				
1/26/2021	AP	DUE: 1/26/2021 DISC: 1/26/2021		1099: N			
		FUEL THRU 1/24		800 5-030-545	MOTOR FUELS/LUBRICANTS	139.70	
I-4815290		FUEL THRU 1/24	26.01				
1/26/2021	AP	DUE: 1/26/2021 DISC: 1/26/2021		1099: N			
		FUEL THRU 1/24		800 5-040-545	MOTOR FUELS/LUBRICANTS	26.01	
I-4815291		FUEL THRU 1/24	66.44				
1/26/2021	AP	DUE: 1/26/2021 DISC: 1/26/2021		1099: N			
		FUEL THRU 1/24		760 5-000-545	MOTOR FUELS/LUBRICANTS	66.44	

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-00721	CLOUGH SERVICE	(** CONTINUED **)					
=====							
I-4815292		FUEL THRU 1/24	42.39				
1/26/2021	AP	DUE: 1/26/2021 DISC: 1/26/2021		1099: N			
		FUEL THRU 1/24		720 5-000-545	MOTOR FUELS/LUBRICANTS	42.39	
=====							
I-4815293		FUEL THRU 1/24	43.98				
1/26/2021	AP	DUE: 1/26/2021 DISC: 1/26/2021		1099: N			
		FUEL THRU 1/24		010 5-018-545	MOTOR FUELS/LUBRICANTS	43.98	
=== VENDOR TOTALS ===			5,235.74				
=====							
01-00870	COFFEYVILLE FEED AND FARM SUPP						
=====							
I-789498		CHAIN FOR CHAINSAW	24.99				
1/26/2021	AP	DUE: 2/25/2021 DISC: 2/25/2021		1099: N			
		CHAIN FOR CHAINSAW		010 5-163-620	EQUIPMENT MAINTENANCE	24.99	
=== VENDOR TOTALS ===			24.99				
=====							
01-01000	COFFEYVILLE REGIONAL MEDICAL C						
=====							
I-202102028988		2/21 SALES TAX DISTRIBUTION	68,362.71				
2/02/2021	AP	DUE: 3/04/2021 DISC: 3/04/2021		1099: N			
		2/21 SALES TAX DISTRIBUTION		560 5-000-424	CONTRACTUAL AGREEMENTS	68,362.71	
=====							
I-5		COVID TESTING	256.00				
12/31/2020	AP	DUE: 1/30/2021 DISC: 1/30/2021		1099: N			
		COVID TESTING		010 5-023-478	PROFESSIONAL SERVICES	256.00	
=====							
I-7		EMPLOYEE WELLNESS, FLU SHOTS	700.00				
11/30/2020	AP	DUE: 12/30/2020 DISC: 12/30/2020		1099: N			
		EMPLOYEE WELLNESS, FLU SHOTS		350 5-716-478	PROFESSIONAL SERVICES	700.00	
=== VENDOR TOTALS ===			69,318.71				
=====							
01-52132	COLLINS & HERMANN, INC.						
=====							
I-82449		OVERLOOK BRIDGE REPAIR	11,250.00				
1/29/2021	AP	DUE: 1/29/2021 DISC: 1/29/2021		1099: N			
		OVERLOOK BRIDGE REPAIR		010 5-163-478	PROFESSIONAL SERVICES	11,250.00	
=== VENDOR TOTALS ===			11,250.00				

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=====						
01-01069		COMMUNITY HEALTH CENTER OF SEK				
=====						
I-202102028989		PRE-EMPLOYMENT PHYSICAL X 6	654.00			
1/20/2021	AP	DUE: 1/20/2021 DISC: 1/20/2021		1099: Y		
		PRE-EMPLOYMENT PHYSICAL X 4		370 5-000-478	PROFESSIONAL SERVICES	344.00
		PRE-EMPLOYMENT PHYSICAL		010 5-023-478	PROFESSIONAL SERVICES	155.00
		PRE-EMPLOYMENT PHYSICAL		760 5-000-478	PROFESSIONAL SERVICES	155.00
		=== VENDOR TOTALS ===	654.00			
=====						
01-52150		COMPENSATING USE TAX				
=====						
I-202102028990		12/20 COMPENSATING USE TAX	14.54			
12/31/2020	AP	DRAFT 1/25/2021		1099: N		
		12/20 COMPENSATING USE TAX		800 5-020-580	TOOLS	14.54
		=== VENDOR TOTALS ===	14.54			
=====						
01-52345		COPRO EFP				
=====						
I-6623		STRUCTURAL BOOT X 3 PAIR	899.06			
1/25/2021	AP	DUE: 1/25/2021 DISC: 1/25/2021		1099: N		
		STRUCTURAL BOOT X 3 PAIR		010 5-041-865	SAFETY EQUIPMENT	899.06
		=== VENDOR TOTALS ===	899.06			
=====						
01-52347		CORE & MAIN LP				
=====						
I-N573392		REPAIR CLAMP X 4	1,475.00			
1/25/2021	AP	DUE: 1/25/2021 DISC: 1/25/2021		1099: N		
		REPAIR CLAMP X 4		900 5-026-555	PLUMBING SUPPLIES	1,475.00
I-N608688		METER WHEEL X 51	2,005.50			
1/25/2021	AP	DUE: 1/25/2021 DISC: 1/25/2021		1099: N		
		METER WHEEL X 51		900 5-026-840	METERS/INSTR/TRANFRMRS	2,005.50
I-N611907		HYMAX COUPLING X 6	2,020.20			
1/25/2021	AP	DUE: 1/25/2021 DISC: 1/25/2021		1099: N		
		HYMAX COUPLING X 6		900 5-026-555	PLUMBING SUPPLIES	2,020.20
		=== VENDOR TOTALS ===	5,500.70			
=====						
01-57405		COX BUSINESS SERVICES				
=====						
I-202101278977		ELECTRIC DISTRIBUTION CABLE	25.85			
1/16/2021	AP	DUE: 2/15/2021 DISC: 2/15/2021		1099: N		
		ELECTRIC DISTRIBUTION CABLE		800 5-020-448	EQUIPMENT-RENTAL/SERVICE	25.85

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=====						
01-57405	COX BUSINESS SERVICES	(** CONTINUED **)				
I-202102049001		DIGITAL ADAPTER RENTAL	2.09			
2/01/2021	AP	DUE: 3/03/2021 DISC: 3/03/2021		1099: N		
		DIGITAL ADAPTER RENTAL		900 5-036-448	EQUIPMENT-RENTAL/SERVICE	2.09
I-202102049002		EMERGENCY SERVICES CABLE	46.16			
2/01/2021	AP	DUE: 3/03/2021 DISC: 3/03/2021		1099: N		
		EMERGENCY SERVICES CABLE		010 5-023-448	EQUIPMENT-RENTAL/SERVICE	23.08
		EMERGENCY SERVICES CABLE		010 5-041-448	EQUIPMENT-RENTAL/SERVICE	23.08
I-202102049003		ELECTRIC ADMIN TELEPHONE SVC	38.59			
2/01/2021	AP	DUE: 3/03/2021 DISC: 3/03/2021		1099: N		
		ELECTRIC ADMIN TELEPHONE SVC		800 5-040-416	COMMUNICATIONS	38.59
		=== VENDOR TOTALS ===	112.69			
=====						
01-52448	CREATIVE PRODUCT SOURCING, INC					
I-136998		DARE WRKBKS, STICKERS, PENCIL	2,031.83			
1/20/2021	AP	DUE: 1/20/2021 DISC: 1/20/2021		1099: N		
		DARE WRKBKS, STICKERS, PENCILS		110 5-023-520	DEPARTMENT SUPPLIES	2,031.83
		=== VENDOR TOTALS ===	2,031.83			
=====						
01-52924	DESIGNS UNLIMITED					
I-6793		OXFORD SHIRT X 5	108.90			
1/20/2021	AP	DUE: 1/20/2021 DISC: 1/20/2021		1099: N		
		OXFORD SHIRT X 5		800 5-040-515	CLOTHING	108.90
I-6797		OXFORD SHIRT X 5-S. GEORGE	198.95			
1/21/2021	AP	DUE: 1/21/2021 DISC: 1/21/2021		1099: N		
		OXFORD SHIRT X 5-S. GEORGE		900 5-037-515	CLOTHING	198.95
		=== VENDOR TOTALS ===	307.85			
=====						
01-01175	DIGITAL CONNECTIONS, INC.					
I-53066		GEN #2 MAINT AGREEMNT, COPIES	28.04			
1/26/2021	AP	DUE: 2/25/2021 DISC: 2/25/2021		1099: N		
		GEN #2 MAINT AGREEMNT, COPIES		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	28.04
		=== VENDOR TOTALS ===	28.04			

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=====							
01-52980	DIVERSIFIED ELECTRICAL SUPPLY						
I-718463		POLE FOUNDATION BASE X 12	4,845.90				
1/19/2021	AP	DUE: 2/18/2021 DISC: 2/18/2021		1099: N			
		POLE FOUNDATION BASE X 12		800 5-020-850	OTHER EQUIPMENT	4,845.90	
I-721460		POLE SETTING FOAM X 90 BOXES	6,504.30				
1/26/2021	AP	DUE: 2/25/2021 DISC: 2/25/2021		1099: N			
		POLE SETTING FOAM X 90 BOXES		800 5-020-520	DEPARTMENT SUPPLIES	6,504.30	
I-723162		ALUM POLE X 12-HIGHWAY	15,899.40				
1/29/2021	AP	DUE: 2/28/2021 DISC: 2/28/2021		1099: N			
		ALUM POLE X 12-HIGHWAY		810 5-020-830	LAMPS/STREET LIGHTING	15,899.40	
I-724534		HARDWARE FOR ALUMINUM POLES	752.40				
2/01/2021	AP	DUE: 3/03/2021 DISC: 3/03/2021		1099: N			
		HARDWARE FOR ALUMINUM POLES		800 5-020-850	OTHER EQUIPMENT	752.40	
		=== VENDOR TOTALS ===	28,002.00				
=====							
01-53081	DUNCAN & ALLEN						
I-42004		12/20-LEGAL SERVICE-CVR ENERG	4,292.50				
1/21/2021	AP	DUE: 1/21/2021 DISC: 1/21/2021		1099: Y			
		12/20-LEGAL SERVICE-CVR ENERGY		800 5-040-478	PROFESSIONAL SERVICES	4,292.50	
		=== VENDOR TOTALS ===	4,292.50				
=====							
01-53342	EU AUTOMATION, INC.						
I-US-J51370		LED LIGHT ASSEMBLY X 7-GEN #2	196.53				
1/14/2021	AP	DUE: 1/14/2021 DISC: 1/14/2021		1099: N			
		LED LIGHT ASSEMBLY X 7-GEN #2		800 5-030-620	EQUIPMENT MAINTENANCE	196.53	
		=== VENDOR TOTALS ===	196.53				
=====							
01-53435	FASTENAL COMPANY						
I-KSCOF104279		9V BATTERY X 12	13.29				
1/26/2021	AP	DUE: 2/25/2021 DISC: 2/25/2021		1099: N			
		9V BATTERY X 12		900 5-026-505	BATTERIES-NON VEHICLES	13.29	
I-KSCOF104312		CARBIDE BURR SHANK	24.75				
1/29/2021	AP	DUE: 2/28/2021 DISC: 2/28/2021		1099: N			
		CARBIDE BURR SHANK		800 5-030-520	DEPARTMENT SUPPLIES	24.75	
		=== VENDOR TOTALS ===	38.04				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-01329	FIREX, INC						
I-1117110220		ANNUAL HOOD INSPECTION	89.50				
11/16/2020	AP	DUE: 12/16/2020 DISC: 12/16/2020		1099: N			
		ANNUAL HOOD INSPECTION		370 5-000-570	SAFETY EQUIPMENT	89.50	
		=== VENDOR TOTALS ===	89.50				
=====							
01-50170	FLEET SERVICES						
I-69919339		TRAVEL FUEL CARD CHARGES	111.47				
1/31/2021	AP	DUE: 1/31/2021 DISC: 1/31/2021		1099: N			
		TRAVEL FUEL CARD CHARGES		010 5-023-545	MOTOR FUELS/LUBRICANTS	111.47	
		=== VENDOR TOTALS ===	111.47				
=====							
01-01410	FOUR STATE MAINTENANCE SUPPLY,						
I-607516-3		NITRILE GLOVE X 2 BOXES	15.10				
1/21/2021	AP	DUE: 2/20/2021 DISC: 2/20/2021		1099: N			
		NITRILE GLOVE X 2 BOXES		800 5-030-520	DEPARTMENT SUPPLIES	15.10	
I-617850		BOWL CLEANER	10.20				
1/19/2021	AP	DUE: 2/18/2021 DISC: 2/18/2021		1099: N			
		BOWL CLEANER		140 5-134-520	DEPARTMENT SUPPLIES	10.20	
I-617977		FLOOR SEALER X 3	285.20				
1/21/2021	AP	DUE: 2/20/2021 DISC: 2/20/2021		1099: N			
		FLOOR SEALER X 3		800 5-030-520	DEPARTMENT SUPPLIES	285.20	
I-618044		TOWELS, LEATHER GLOVES	142.69				
1/22/2021	AP	DUE: 2/21/2021 DISC: 2/21/2021		1099: N			
		POP UP TOWELS		900 5-026-520	DEPARTMENT SUPPLIES	115.89	
		UNLINED LEATHER GLOVES X 5 PR		900 5-026-515	CLOTHING	26.80	
I-618100		FLOOR CLEANER	38.41				
1/25/2021	AP	DUE: 2/24/2021 DISC: 2/24/2021		1099: N			
		FLOOR CLEANER		800 5-030-520	DEPARTMENT SUPPLIES	38.41	
I-618120		ROLL TOWELS, SOAP	35.44				
1/25/2021	AP	DUE: 2/24/2021 DISC: 2/24/2021		1099: N			
		ROLL TOWELS, SOAP		010 5-163-520	DEPARTMENT SUPPLIES	35.44	
		=== VENDOR TOTALS ===	527.04				

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=====						
01-53743	G & G DOZER LLC					
I-13354		40 YD ROLL OFF	400.00			
1/25/2021	AP	DUE: 2/24/2021 DISC: 2/24/2021		1099: Y		
		40 YD ROLL OFF-1319 W 7TH		700 5-000-424	CONTRACTUAL AGREEMENTS	100.00
		40 YD ROLL OFF-114 W 3RD		700 5-000-424	CONTRACTUAL AGREEMENTS	125.00
		40 YD ROLL OFF-1910 W 6TH		700 5-000-424	CONTRACTUAL AGREEMENTS	100.00
		40 YD ROLL OFF-1806 W 7TH		700 5-000-424	CONTRACTUAL AGREEMENTS	75.00
=====						
I-13355		40 YD ROLL OFF-105 W 15TH	400.00			
1/29/2021	AP	DUE: 2/28/2021 DISC: 2/28/2021		1099: Y		
		40 YD ROLL OFF-105 W 15TH		700 5-000-424	CONTRACTUAL AGREEMENTS	400.00
		=== VENDOR TOTALS ===	800.00			
=====						
01-53930	GLENN SECURITY SYSTEMS, INC.					
I-75963		QUARTERLY MONITORING-PRO SHOP	78.00			
2/01/2021	AP	DUE: 3/03/2021 DISC: 3/03/2021		1099: N		
		QUARTERLY MONITORING-PRO SHOP		370 5-000-478	PROFESSIONAL SERVICES	78.00
		=== VENDOR TOTALS ===	78.00			
=====						
01-53955	GLOBAL EQUIPMENT COMPANY, INC.					
I-117119282		CONTROL STATION-GEN #2 REPAIR	77.90			
1/13/2021	AP	DUE: 1/13/2021 DISC: 1/13/2021		1099: N		
		CONTROL STATION-GEN #2 REPAIR		800 5-030-620	EQUIPMENT MAINTENANCE	77.90
		=== VENDOR TOTALS ===	77.90			
=====						
01-54032	GRAYBAR ELECTRIC COMPANY, INC.					
I-9319690186		POLE TOPPERS X 100	1,711.38			
1/20/2021	AP	DUE: 1/20/2021 DISC: 1/20/2021		1099: N		
		POLE TOPPERS X 100		800 5-020-520	DEPARTMENT SUPPLIES	1,711.38
=====						
I-9319703908		RIBBON FIBER SPLICE CLOSURES	138.96			
1/20/2021	AP	DUE: 1/20/2021 DISC: 1/20/2021		1099: N		
		RIBBON FIBER SPLICE CLOSURES		720 5-000-850	OTHER EQUIPMENT	138.96
=====						
I-9319721277		POLE MOUNT BRACKET X 5-CLOSUR	163.05			
1/21/2021	AP	DUE: 1/21/2021 DISC: 1/21/2021		1099: N		
		POLE MOUNT BRACKET X 5-CLOSURE		720 5-000-850	OTHER EQUIPMENT	163.05
		=== VENDOR TOTALS ===	2,013.39			

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=====						
01-01617	GRUNDY'S AUTOMOTIVE					
I-202102028991		WATER PUMP, TEMP SENSOR, LBR	450.00			
1/18/2021	AP	DUE: 1/18/2021 DISC: 1/18/2021		1099: Y		
		WATER PUMP, TEMP SENSOR, BELT		010 5-023-680	VEHICLE-PARTS	280.00
		R/R WATER PUMP, SENSOR, BELT		010 5-023-690	VEHICLE-LABOR	170.00
		=== VENDOR TOTALS ===	450.00			
=====						
01-01680	HALL, LEVY, DEVORE, BELL,					
I-202102049004		1/21 CITY PROSECUTOR	725.00			
2/02/2021	AP	DUE: 3/04/2021 DISC: 3/04/2021		1099: Y		
		1/21 CITY PROSECUTOR		010 5-013-478	PROFESSIONAL SERVICES	725.00
I-202102049005		1/21 LEGAL SERVICES	3,200.00			
2/02/2021	AP	DUE: 3/04/2021 DISC: 3/04/2021		1099: Y		
		1/21 LEGAL SERVICES		010 5-013-478	PROFESSIONAL SERVICES	3,200.00
		=== VENDOR TOTALS ===	3,925.00			
=====						
01-54323	HAWKINS, INC.					
I-4871182		COAGULANT	632.02			
1/27/2021	AP	DUE: 1/27/2021 DISC: 1/27/2021		1099: N		
		COAGULANT		900 5-036-525	CHEMICALS/FERTILIZERS/SE	632.02
		=== VENDOR TOTALS ===	632.02			
=====						
01-01750	HEYMANN IRON & METAL					
I-0016718		ANGLE IRON X 10 FT.	12.50			
1/26/2021	AP	DUE: 2/25/2021 DISC: 2/25/2021		1099: N		
		ANGLE IRON X 10 FT.		800 5-030-520	DEPARTMENT SUPPLIES	12.50
		=== VENDOR TOTALS ===	12.50			
=====						
01-52015	HI-POTENTIAL POWER SERVICES LL					
I-284		A-SUB RELAY UPGRADE	6,246.43			
2/02/2021	AP	DUE: 2/02/2021 DISC: 2/02/2021		1099: N		
		A-SUB RELAY UPGRADE		800 5-020-424	CONTRACTUAL AGREEMENTS	6,246.43
I-285		A-SUB RELAY UPGRADE	6,057.54			
2/02/2021	AP	DUE: 2/02/2021 DISC: 2/02/2021		1099: N		
		A-SUB RELAY UPGRADE		800 5-020-424	CONTRACTUAL AGREEMENTS	6,057.54
I-286		A-SUB RELAY UPGRADE	6,120.50			
2/02/2021	AP	DUE: 2/02/2021 DISC: 2/02/2021		1099: N		
		A-SUB RELAY UPGRADE		800 5-020-424	CONTRACTUAL AGREEMENTS	6,120.50
		=== VENDOR TOTALS ===	18,424.47			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-01770	HILLCREST GOLF COURSE	PETTY CA					
I-1514		7 CASES OF BEER FROM BEST BVG	137.65				
1/20/2021	AP	DUE: 2/19/2021 DISC: 2/19/2021		1099: N			
		7 CASES OF BEER FROM BEST BVG		370 5-000-506	BEER-GOLF COURSE	137.65	
=== VENDOR TOTALS ===			137.65				
=====							
01-54630	HUGO'S INDUSTRIAL SUPPLY, INC.						
I-254951		LABELS	10.10				
1/27/2021	AP	DUE: 2/26/2021 DISC: 2/26/2021		1099: N			
		LABELS		370 5-000-550	OFFICE SUPPLIES	10.10	
=== VENDOR TOTALS ===			10.10				
=====							
01-55116	ISP SUPPLIES						
I-INV-68842		LTU ANTENNA FOR STOCK	162.51				
1/25/2021	AP	DUE: 1/25/2021 DISC: 1/25/2021		1099: N			
		LTU ANTENNA FOR STOCK		720 5-000-850	OTHER EQUIPMENT	162.51	
=== VENDOR TOTALS ===			162.51				
=====							
01-01566	J. GRAHAM CONSTRUCTION, INC.						
I-202102028992		PAY #1-10TH ST SIDEWALK CNSTR	27,413.10				
1/28/2021	AP	DUE: 1/28/2021 DISC: 1/28/2021		1099: N			
		PAY #1-10TH ST SIDEWALK CNSTR		520 5-220-868	STREET IMPROVEMENTS	27,413.10	
I-202102049006		PAY #2-10TH ST SIDEWALK CNSTR	18,506.70				
2/02/2021	AP	DUE: 2/02/2021 DISC: 2/02/2021		1099: N			
		PAY #2-10TH ST SIDEWALK CNSTR		520 5-220-868	STREET IMPROVEMENTS	18,506.70	
=== VENDOR TOTALS ===			45,919.80				
=====							
01-01530	JAMES E. BARNARD						
I-635209		CLEAN, REPAIR RADIATOR	275.00				
1/19/2021	AP	DUE: 2/18/2021 DISC: 2/18/2021		1099: Y			
		CLEAN, REPAIR RADIATOR		760 5-000-620	EQUIPMENT MAINTENANCE	275.00	
=== VENDOR TOTALS ===			275.00				

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=====						
01-02414 JASON N. HOMER						
I-202102028993		CELL PHONE REPLACEMENT	547.49			
1/28/2021	AP	DUE: 1/28/2021 DISC: 1/28/2021		1099: N		
		CELL PHONE REPLACEMENT		010 5-023-484	REIMBURSEMENTS	547.49
=== VENDOR TOTALS ===			547.49			
=====						
01-55610 KANSAS DEPARTMENT OF REVENUE						
I-202102028994		12/20 HGC SALES TAX	326.80			
12/31/2020	AP	DRAFT 1/25/2021		1099: N		
		12/20 HGC SALES TAX		370 5-000-486	TAXES, LICENSES, PERMITS	326.80
=== VENDOR TOTALS ===			326.80			
=====						
01-55620 KANSAS DEPARTMENT OF REVENUE						
I-202102028995		12/20 STATE, CITY TAX	50,535.85			
12/31/2020	AP	DRAFT 1/27/2021		1099: N		
		12/20 STATE TAX		210 5-000-486	TAXES, LICENSES, PERMITS	30,140.07
		12/20 CITY TAX		210 5-000-486	TAXES, LICENSES, PERMITS	20,395.78
I-202102028996		1/21 ESTIMATED STATE, CITY TA	1,000.00			
1/01/2021	AP	DRAFT 1/27/2021		1099: N		
		1/21 ESTIMATED STATE TAX		210 5-000-486	TAXES, LICENSES, PERMITS	500.00
		1/21 ESTIMATED CITY TAX		210 5-000-486	TAXES, LICENSES, PERMITS	500.00
=== VENDOR TOTALS ===			51,535.85			
=====						
01-55670 KANSAS EMPLOYMENT SECURITY FUN						
I-2020-4		4TH QTR 2020 UNEMPLOYMENT	2,470.81			
1/25/2021	AP	DRAFT 1/25/2021		1099: N		
		4TH QTR 2020 UNEMPLOYMENT		010 5-012-365	UNEMPLOYMENT COMPENSATIO	36.56
		4TH QTR 2020 UNEMPLOYMENT		010 5-013-365	UNEMPLOYMENT COMPENSATIO	3.85
		4TH QTR 2020 UNEMPLOYMENT		010 5-014-365	UNEMPLOYMENT COMPENSATIO	40.86
		4TH QTR 2020 UNEMPLOYMENT		010 5-015-365	UNEMPLOYMENT COMPENSATIO	13.48
		4TH QTR 2020 UNEMPLOYMENT		010 5-016-365	UNEMPLOYMENT COMPENSATIO	13.68
		4TH QTR 2020 UNEMPLOYMENT		010 5-017-365	UNEMPLOYMENT COMPENSATIO	59.92
		4TH QTR 2020 UNEMPLOYMENT		010 5-018-365	UNEMPLOYMENT COMPENSATIO	38.25
		4TH QTR 2020 UNEMPLOYMENT		010 5-019-365	UNEMPLOYMENT COMPENSATIO	16.74
		4TH QTR 2020 UNEMPLOYMENT		010 5-021-365	UNEMPLOYMENT COMPENSATIO	57.90
		4TH QTR 2020 UNEMPLOYMENT		010 5-023-365	UNEMPLOYMENT COMPENSATIO	402.90
		4TH QTR 2020 UNEMPLOYMENT		010 5-025-365	UNEMPLOYMENT COMPENSATIO	11.04
		4TH QTR 2020 UNEMPLOYMENT		010 5-040-365	UNEMPLOYMENT COMPENSATIO	22.80
		4TH QTR 2020 UNEMPLOYMENT		010 5-041-365	UNEMPLOYMENT COMPENSATIO	400.77
		4TH QTR 2020 UNEMPLOYMENT		010 5-045-365	UNEMPLOYMENT COMPENSATIO	17.24
		4TH QTR 2020 UNEMPLOYMENT		010 5-070-365	UNEMPLOYMENT COMPENSATIO	40.40
		4TH QTR 2020 UNEMPLOYMENT		010 5-071-365	UNEMPLOYMENT COMPENSATIO	28.30
		4TH QTR 2020 UNEMPLOYMENT		010 5-091-365	UNEMPLOYMENT COMPENSATIO	7.24
		4TH QTR 2020 UNEMPLOYMENT		010 5-163-365	UNEMPLOYMENT COMPENSATIO	169.81

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=====						
01-55670	KANSAS EMPLOYMENT SECURITY FUN(** CONTINUED **)					
		4TH QTR 2020 UNEMPLOYMENT		370 5-000-365	UNEMPLOYMENT COMPENSATIO	45.55
		4TH QTR 2020 UNEMPLOYMENT		720 5-000-365	UNEMPLOYMENT COMPENSATIO	18.17
		4TH QTR 2020 UNEMPLOYMENT		800 5-020-365	UNEMPLOYMENT COMPENSATIO	263.80
		4TH QTR 2020 UNEMPLOYMENT		800 5-022-365	UNEMPLOYMENT COMPENSATIO	20.33
		4TH QTR 2020 UNEMPLOYMENT		800 5-030-365	UNEMPLOYMENT COMPENSATIO	299.04
		4TH QTR 2020 UNEMPLOYMENT		800 5-040-365	UNEMPLOYMENT COMPENSATIO	55.22
		4TH QTR 2020 UNEMPLOYMENT		900 5-026-365	UNEMPLOYMENT COMPENSATIO	119.11
		4TH QTR 2020 UNEMPLOYMENT		900 5-027-365	UNEMPLOYMENT COMPENSATIO	38.37
		4TH QTR 2020 UNEMPLOYMENT		900 5-036-365	UNEMPLOYMENT COMPENSATIO	74.20
		4TH QTR 2020 UNEMPLOYMENT		900 5-037-365	UNEMPLOYMENT COMPENSATIO	90.76
		4TH QTR 2020 UNEMPLOYMENT		900 5-046-365	UNEMPLOYMENT COMPENSATIO	64.52
		=== VENDOR TOTALS ===	2,470.81			
=====						
01-55695	KANSAS GOLF AND TURF, INC.					
I-01-240241		SEAL	48.60			
1/22/2021	AP	DUE: 2/21/2021 DISC: 2/21/2021		1099: N		
		SEAL		370 5-000-620	EQUIPMENT MAINTENANCE	48.60
		=== VENDOR TOTALS ===	48.60			
=====						
01-02070	KANSAS LUMBER COMPANY					
C-354746		RETURN LUMBER FOR FASCIA	29.20CR			
1/12/2021	AP	DUE: 1/12/2021 DISC: 1/12/2021		1099: N		
		RETURN LUMBER FOR FASCIA		370 5-000-610	BUILDING MAINTENANCE	29.20CR
I-354610		CONCRETE BLOCKS, CAPS	46.50			
1/07/2021	AP	DUE: 2/06/2021 DISC: 2/06/2021		1099: N		
		CONCRETE BLOCKS, CAPS		900 5-026-520	DEPARTMENT SUPPLIES	46.50
I-354733		LUMBER, SEALANT, GRIPS-FASCIA	61.73			
1/12/2021	AP	DUE: 2/11/2021 DISC: 2/11/2021		1099: N		
		LUMBER, SEALANT, GRIPS-FASCIA		370 5-000-610	BUILDING MAINTENANCE	61.73
I-354747		LUMBER FOR FASCIA REPAIR	37.74			
1/12/2021	AP	DUE: 2/11/2021 DISC: 2/11/2021		1099: N		
		LUMBER FOR FASCIA REPAIR		370 5-000-610	BUILDING MAINTENANCE	37.74
I-354861		CONCRETE BLOCKS, CAPS, SHIMS	171.68			
1/15/2021	AP	DUE: 2/14/2021 DISC: 2/14/2021		1099: N		
		CONCRETE BLOCKS, CAPS, SHIMS		900 5-026-520	DEPARTMENT SUPPLIES	171.68
I-354976		CONCRETE BLOCKS, SHIMS	55.26			
1/20/2021	AP	DUE: 2/19/2021 DISC: 2/19/2021		1099: N		
		CONCRETE BLOCKS, SHIMS		910 5-612-880	MAIN REPLACEMENTS	55.26

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=====						
01-02070	KANSAS LUMBER COMPANY	(** CONTINUED **)				
=====						
I-355009		LUMBER FOR BENCH REPAIR	5.75			
1/21/2021	AP	DUE: 2/20/2021 DISC: 2/20/2021		1099: N		
		LUMBER FOR BENCH REPAIR		010 5-163-520	DEPARTMENT SUPPLIES	5.75
=== VENDOR TOTALS ===			349.46			
=====						
01-55810	KANSAS ONE-CALL SYSTEM, INC.					
=====						
I-1010192		1/21-LOCATE FEES	92.40			
1/31/2021	AP	DUE: 3/02/2021 DISC: 3/02/2021		1099: N		
		1/21-LOCATE FEES-ELEC 50%		800 5-020-478	PROFESSIONAL SERVICES	48.60
		1/21-LOCATE FEES-WATER 25%		900 5-026-478	PROFESSIONAL SERVICES	23.10
		1/21-LOCATE FEES-WATER 25%		900 5-027-478	PROFESSIONAL SERVICES	20.70
=== VENDOR TOTALS ===			92.40			
=====						
01-59960	KANSAS STATE TREASURER					
=====						
I-202102049007		1/21 FEES, SURCHARGES	1,376.50			
1/31/2021	AP	DUE: 3/02/2021 DISC: 3/02/2021		1099: N		
		1/21 REINSTATEMENT FEES		010 5-013-460	PAYMENTS TO STATE AGENCY	35.00
		1/21 JUDICIAL EDUCATION		010 5-013-460	PAYMENTS TO STATE AGENCY	41.02
		1/21 LAW ENFORCEMENT TRAINING		010 5-013-460	PAYMENTS TO STATE AGENCY	904.98
		1/21 DUI FINES		010 5-013-460	PAYMENTS TO STATE AGENCY	395.50
=== VENDOR TOTALS ===			1,376.50			
=====						
01-55379	KANSASLAND TIRE WHOLESALE					
=====						
I-21459		265/70R17 WRANGLER X 4	670.76			
1/27/2021	AP	DUE: 1/27/2021 DISC: 1/27/2021		1099: N		
		265/70R17 WRANGLER X 4		010 5-023-575	TIRES & TUBES	670.76
=== VENDOR TOTALS ===			670.76			
=====						
01-56100	KRIZ-DAVIS COMPANY					
=====						
I-921440918		EYENUT ANCHOR X 50	550.85			
1/26/2021	AP	DUE: 2/25/2021 DISC: 2/25/2021		1099: N		
		EYENUT ANCHOR X 50		800 5-020-520	DEPARTMENT SUPPLIES	550.85
=== VENDOR TOTALS ===			550.85			

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-----ID-----		GROSS		P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00418 KYLE YEUBANKS						

I-202102038997		REIMBURSE CDL RENEWAL	16.00			
1/29/2021	AP	DUE: 1/29/2021 DISC: 1/29/2021		1099: N		
		REIMBURSE CDL RENEWAL		900 5-026-486	TAXES, LICENSES, PERMITS	16.00
=== VENDOR TOTALS ===			16.00			
=====						
01-56153 LACAL EQUIPMENT, INC.						

I-0336344-IN		SKID SHOE X 3 FOR BLADES	265.08			
1/21/2021	AP	DUE: 2/20/2021 DISC: 2/20/2021		1099: N		
		SKID SHOE X 3 FOR BLADES		010 5-163-620	EQUIPMENT MAINTENANCE	265.08
=== VENDOR TOTALS ===			265.08			
=====						
01-02180 LIBRARY TREASURER						

I-2021-1		1ST TAX DISTRIBUTION	182,050.15			
1/26/2021	AP	DUE: 2/25/2021 DISC: 2/25/2021		1099: N		
		1ST TAX DISTRIBUTION		020 5-000-412	BUDGETED PAYMENTS	182,050.15
=== VENDOR TOTALS ===			182,050.15			
=====						
01-56558 MCCARTY'S OFFICE MACHINES, INC						

I-V88569-00		LABEL MAKER TAPE X 10	415.88			
1/25/2021	AP	DUE: 2/24/2021 DISC: 2/24/2021		1099: N		
		LABEL MAKER TAPE X 10		800 5-020-550	OFFICE SUPPLIES	415.88
=== VENDOR TOTALS ===			415.88			
=====						
01-56878 MERITAIN HEALTH						

I-202102049008		2/21 HEALTH, LIFE PREMIUMS	40,118.75			
2/01/2021	AP	DUE: 2/01/2021 DISC: 2/01/2021		1099: N		
		2/21 HEALTH PREMIUMS		350 5-716-310	HEALTH INSURANCE	39,767.96
		2/21 LIFE PREMIUMS		350 5-718-310	LIFE INSURANCE	350.79
=== VENDOR TOTALS ===			40,118.75			
=====						
01-56890 MERLE KELLY FORD						

I-66615		SEAL, GASKET X 4	36.01			
1/25/2021	AP	DUE: 2/28/2021 DISC: 2/28/2021		1099: N		
		SEAL, GASKET X 4		800 5-020-680	VEHICLE-PARTS	36.01
=== VENDOR TOTALS ===			36.01			

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-----ID-----		GROSS		P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-56909	METRO COURIER, INC.					
I-0143531-IN		LAB TEST TO KDHE	31.24			
1/15/2021	AP	DUE: 1/15/2021 DISC: 1/15/2021		1099: N		
		LAB TEST TO KDHE		900 5-036-550	OFFICE SUPPLIES	31.24
		=== VENDOR TOTALS ===	31.24			
=====						
01-57073	MIDWEST ELECTRIC TRANSFORMERS					
I-15735		RECON/REPAIR TRANSFORMER X 4	4,611.00			
1/21/2021	AP	DUE: 1/21/2021 DISC: 1/21/2021		1099: N		
		RECON/REPAIR TRANSFORMER X 4		800 5-020-870	TRANSFORMERS	4,611.00
		=== VENDOR TOTALS ===	4,611.00			
=====						
01-57100	MIDWEST MINERALS, LLC					
I-481300		13.16 TON OF AB-3	128.96			
1/14/2021	AP	DUE: 2/13/2021 DISC: 2/13/2021		1099: N		
		13.16 TON OF AB-3		900 5-027-565	ROCK-SAND-DIRT	128.96
I-481301		7.29 TON OF AB-3	71.44			
1/14/2021	AP	DUE: 2/13/2021 DISC: 2/13/2021		1099: N		
		7.29 TON OF AB-3		900 5-027-565	ROCK-SAND-DIRT	71.44
I-482353		50.77 TON OF AB-3-NORTH PARK	497.55			
1/20/2021	AP	DUE: 2/19/2021 DISC: 2/19/2021		1099: N		
		50.77 TON OF AB-3-NORTH PARK		110 5-760-565	ROCK-SAND-DIRT	497.55
I-482354		16.52 TON OF AB-3-NORTH PARK	161.90			
1/20/2021	AP	DUE: 2/19/2021 DISC: 2/19/2021		1099: N		
		16.52 TON OF AB-3-NORTH PARK		110 5-760-565	ROCK-SAND-DIRT	161.90
I-482355		17.26 TON OF AB-3	169.15			
1/20/2021	AP	DUE: 2/19/2021 DISC: 2/19/2021		1099: N		
		17.26 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	169.15
I-482839		52.19 TON OF AB-3-NORTH PARK	511.47			
1/21/2021	AP	DUE: 2/20/2021 DISC: 2/20/2021		1099: N		
		52.19 TON OF AB-3-NORTH PARK		110 5-760-565	ROCK-SAND-DIRT	511.47
I-482840		14.49 TON OF AB-3	142.00			
1/21/2021	AP	DUE: 2/20/2021 DISC: 2/20/2021		1099: N		
		14.49 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	142.00
I-482841		8.97 TON OF AB-3	87.91			
1/21/2021	AP	DUE: 2/20/2021 DISC: 2/20/2021		1099: N		
		8.97 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	87.91

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-57100	MIDWEST MINERALS, LLC	(** CONTINUED **)				
I-483107		18.33 TON OF AB-3	179.63			
1/22/2021	AP	DUE: 2/21/2021 DISC: 2/21/2021		1099: N		
		18.33 TON OF AB-3		010 5-163-565	ROCK-SAND-DIRT	179.63
I-483108		52.39 TON OF AB-3	513.43			
1/22/2021	AP	DUE: 2/21/2021 DISC: 2/21/2021		1099: N		
		52.39 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	513.43
I-483235		21.07 TON OF AB-3	206.48			
1/25/2021	AP	DUE: 2/24/2021 DISC: 2/24/2021		1099: N		
		21.07 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	206.48
I-483236		22.90 TON OF AB-3	224.42			
1/25/2021	AP	DUE: 2/24/2021 DISC: 2/24/2021		1099: N		
		22.90 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	224.42
I-483614		4.07 TON AB3 ROCK-HOLEFILL	42.98			
1/27/2021	AP	DUE: 2/26/2021 DISC: 2/26/2021		1099: N		
		4.07 TON AB3 ROCK-HOLEFILL		800 5-020-565	ROCK-SAND-DIRT	42.98
		=== VENDOR TOTALS ===	2,937.32			
=====						
01-57126	MIDWEST TURF, INC.					
I-3584		BEDKNIFE X 3	153.49			
1/20/2021	AP	DUE: 1/20/2021 DISC: 1/20/2021		1099: N		
		BEDKNIFE X 3		370 5-000-620	EQUIPMENT MAINTENANCE	153.49
		=== VENDOR TOTALS ===	153.49			
=====						
01-52422	MONTGOMERY COUNTY CHRONICLE					
I-2021		ANNUAL SUBSCRIPTION RENEWAL	52.00			
2/03/2021	AP	DUE: 3/05/2021 DISC: 3/05/2021		1099: N		
		ANNUAL SUBSCRIPTION RENEWAL		010 5-012-444	DUES/SUBSCRIPTION/PUBLIC	52.00
		=== VENDOR TOTALS ===	52.00			
=====						
01-57502	NIEL HOTELS LLC					
I-202102049009		2/21 CID SALES TAX	3,837.62			
2/01/2021	AP	DUE: 2/01/2021 DISC: 2/01/2021		1099: N		
		2/21 CID SALES TAX		570 5-000-424	CONTRACTUAL AGREEMENTS	3,837.62
		=== VENDOR TOTALS ===	3,837.62			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-02689	NO LIMIT	POWERSPORTS - JON'S					
I-3113		BRAKE SUPPORT BRACKET	11.20				
1/20/2021	AP	DUE: 1/20/2021 DISC: 1/20/2021		1099: N			
		BRAKE SUPPORT BRACKET		010 5-163-620	EQUIPMENT MAINTENANCE	11.20	
I-3118		FILTER PLUG X 6, FITTING X 3	83.55				
1/22/2021	AP	DUE: 1/22/2021 DISC: 1/22/2021		1099: N			
		FILTERS PLUG, GREASE FITTING		010 5-163-620	EQUIPMENT MAINTENANCE	41.78	
		FILTERS PLUG, GREASE FITTING		010 5-163-620	EQUIPMENT MAINTENANCE	41.77	
		=== VENDOR TOTALS ===	94.75				
=====							
01-02720	O'REILLY	AUTOMOTIVE, INC.					
C-0144-387229		RETURN ASSEMBLY, FILTER	479.24CR				
12/15/2020	AP	DUE: 12/15/2020 DISC: 12/15/2020		1099: N			
		RETURN HUB ASSEMBLY, FILTER		010 5-163-680	VEHICLE-PARTS	356.84CR	
		RETURN FUEL FILTER		010 5-163-680	VEHICLE-PARTS	24.05CR	
		RETURN DOOR HANDLE		900 5-026-680	VEHICLE-PARTS	98.35CR	
C-0144-393030		RETURN ANTIFREEZE, FLUID	132.59CR				
1/26/2021	AP	DUE: 1/26/2021 DISC: 1/26/2021		1099: N			
		RETURN ANTIFREEZE, FLUID		800 5-020-545	MOTOR FUELS/LUBRICANTS	132.59CR	
I-0144-386489		HINGE PIN KIT X 2	43.90				
12/10/2020	AP	DUE: 1/09/2021 DISC: 1/09/2021		1099: N			
		HINGE PIN KIT X 2		900 5-037-620	EQUIPMENT MAINTENANCE	43.90	
I-0144-389624		HEADLIGHT X 4	58.38				
1/04/2021	AP	DUE: 2/03/2021 DISC: 2/03/2021		1099: N			
		HEADLIGHT		010 5-163-680	VEHICLE-PARTS	19.46	
		HEADLIGHT		010 5-163-680	VEHICLE-PARTS	19.46	
		HEADLIGHT		010 5-163-680	VEHICLE-PARTS	19.46	
I-0144-390666		VALVE GRINDING COMPOUND	4.99				
1/11/2021	AP	DUE: 2/10/2021 DISC: 2/10/2021		1099: N			
		VALVE GRINDING COMPOUND		010 5-163-520	DEPARTMENT SUPPLIES	4.99	
I-0144-392416		BATTERY	152.03				
1/22/2021	AP	DUE: 2/21/2021 DISC: 2/21/2021		1099: N			
		BATTERY		010 5-023-590	VEHICLE-EQUIP SUPPLIES	152.03	
I-0144-392984		TRAILER HITCH BALL	14.22				
1/26/2021	AP	DUE: 2/25/2021 DISC: 2/25/2021		1099: N			
		TRAILER HITCH BALL		800 5-030-590	VEHICLE-EQUIP SUPPLIES	14.22	
I-0144-392999		ANTIFREEZE, TRANS FLUID	132.59				
1/26/2021	AP	DUE: 2/25/2021 DISC: 2/25/2021		1099: N			
		ANTIFREEZE, TRANS FLUID		800 5-020-545	MOTOR FUELS/LUBRICANTS	132.59	

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-02720	O'REILLY AUTOMOTIVE, INC. (** CONTINUED **)						
=====							
I-0144-393031		ANTIFREEZE, FILTER, FLUID	145.19				
1/26/2021	AP	DUE: 2/25/2021 DISC: 2/25/2021		1099: N			
		ANTIFREEZE X 6		800 5-020-590	VEHICLE-EQUIP SUPPLIES	72.20	
		TRANSMISSION FLUID		800 5-020-545	MOTOR FUELS/LUBRICANTS	52.50	
		OIL FILTER		800 5-020-680	VEHICLE-PARTS	20.49	
=====							
I-0144-393394		HEADLIGHT	24.82				
1/29/2021	AP	DUE: 2/28/2021 DISC: 2/28/2021		1099: N			
		HEADLIGHT		010 5-023-680	VEHICLE-PARTS	24.82	
=====							
I-0144-394206		HUB ASSEMBLY	379.59				
2/03/2021	AP	DUE: 3/05/2021 DISC: 3/05/2021		1099: N			
		HUB ASSEMBLY		760 5-000-680	VEHICLE-PARTS	379.59	
		=== VENDOR TOTALS ===	343.88				
=====							
01-57892	OLD DOMINION FREIGHT LINE, INC						
=====							
I-27606671769		SHIPPING CHARGE-BREAKER REPAI	511.22				
1/15/2021	AP	DUE: 1/15/2021 DISC: 1/15/2021		1099: N			
		SHIPPING CHARGE-BREAKER REPAIR		800 5-030-620	EQUIPMENT MAINTENANCE	511.22	
		=== VENDOR TOTALS ===	511.22				
=====							
01-02728	ORSCHLON COFFEYVILLE 36 - TAXA						
=====							
I-016245		RIVET TOOL, RIVETS-GEN #2	40.49				
1/26/2021	AP	DUE: 1/26/2021 DISC: 1/26/2021		1099: N			
		RIVET TOOL, RIVETS-GEN #2		800 5-030-580	TOOLS	40.49	
=====							
I-017372		BUNGEE CORD, TARP X 2	31.72				
1/07/2021	AP	DUE: 1/07/2021 DISC: 1/07/2021		1099: N			
		BUNGEE CORD, TARP X 2		800 5-030-520	DEPARTMENT SUPPLIES	31.72	
=====							
I-018141		SPRAY PAINT X 4	21.31				
1/12/2021	AP	DUE: 1/12/2021 DISC: 1/12/2021		1099: N			
		SPRAY PAINT X 4		800 5-030-520	DEPARTMENT SUPPLIES	21.31	
		=== VENDOR TOTALS ===	93.52				
=====							
01-58037	PACE ANALYTICAL SERVICES, INC.						
=====							
I-2160124430		LAB TEST FOR WWTP	243.00				
1/20/2021	AP	DUE: 2/19/2021 DISC: 2/19/2021		1099: N			
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	243.00	

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-58037	PACE ANALYTICAL SERVICES, INC.(** CONTINUED **)					
I-2160124521		LAB TEST FOR WWTP	280.00			
1/21/2021	AP	DUE: 2/20/2021 DISC: 2/20/2021		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	280.00
I-2160124707		LAB TEST FOR WWTP	128.00			
1/25/2021	AP	DUE: 2/24/2021 DISC: 2/24/2021		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	128.00
		=== VENDOR TOTALS ===	651.00			
=====						
01-58180	PEREGRINE CORPORATION					
I-421292		1/19 C1 UTILITY BILL X 1503	763.09			
1/20/2021	AP	DUE: 1/20/2021 DISC: 1/20/2021		1099: N		
		1/19 C1 UTILITY BILL X 1503		010 5-017-478	PROFESSIONAL SERVICES	763.09
I-421510		1/21 C2 LATE NOTICE X 330	204.27			
1/21/2021	AP	DUE: 1/21/2021 DISC: 1/21/2021		1099: N		
		1/21 C2 LATE NOTICE X 330		010 5-017-478	PROFESSIONAL SERVICES	204.27
I-422145		1/26 C3 LATE NOTICE X 455	285.75			
1/27/2021	AP	DUE: 1/27/2021 DISC: 1/27/2021		1099: N		
		1/26 C3 LATE NOTICE X 455		010 5-017-478	PROFESSIONAL SERVICES	285.75
I-422146		1/26 C2 UTILITY BILL X 1289	670.92			
1/27/2021	AP	DUE: 1/27/2021 DISC: 1/27/2021		1099: N		
		1/26 C2 UTILITY BILL X 1289		010 5-017-478	PROFESSIONAL SERVICES	670.92
		=== VENDOR TOTALS ===	1,924.03			
=====						
01-58310	PITNEY BOWES, INC.					
I-1017203181		ANNUAL EQUIPMENT SERVICE	340.92			
1/12/2021	AP	DUE: 2/11/2021 DISC: 2/11/2021		1099: N		
		ANNUAL EQUIPMENT SERVICE		010 5-131-478	PROFESSIONAL SERVICES	340.92
		=== VENDOR TOTALS ===	340.92			
=====						
01-58469	PRESTO-X					
I-1369368		PEST CONTROL - HGC	27.00			
2/01/2021	AP	DUE: 2/01/2021 DISC: 2/01/2021		1099: N		
		PEST CONTROL - HGC		370 5-000-424	CONTRACTUAL AGREEMENTS	27.00
I-1369369		PEST CONTROL - LIBRARY	32.00			
2/01/2021	AP	DUE: 2/01/2021 DISC: 2/01/2021		1099: N		
		PEST CONTROL - LIBRARY		020 5-140-424	CONTRACTUAL AGREEMENTS	32.00

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=====							
01-58469	PRESTO-X	(** CONTINUED **)					
=====							
I-1369370		PEST CONTROL - CITY HALL	82.00				
2/01/2021	AP	DUE: 2/01/2021 DISC: 2/01/2021		1099: N			
		PEST CONTROL - CITY HALL		010 5-091-424	CONTRACTUAL AGREEMENTS	82.00	
=== VENDOR TOTALS ===			141.00				
=====							
01-03251	RURAL WATER DISTRICT NO. 6						
=====							
I-202102049010		2/21 WATER USAGE-AIRPORT	20.00				
2/01/2021	AP	DUE: 3/03/2021 DISC: 3/03/2021		1099: N			
		2/21 WATER USAGE-AIRPORT		360 5-000-494	UTILITIES	20.00	
=====							
I-202102049011		2/21 WATER USAGE-DEWEY PRPRTY	20.00				
2/01/2021	AP	DUE: 3/03/2021 DISC: 3/03/2021		1099: N			
		2/21 WATER USAGE-DEWEY PRPRTY		010 5-131-494	UTILITIES	20.00	
=== VENDOR TOTALS ===			40.00				
=====							
01-03385	SEK READY MIX, INC.						
=====							
I-4486		3.5 CY-WOODLAND/PARKVIEW	388.50				
1/13/2021	AP	DUE: 1/13/2021 DISC: 1/13/2021		1099: N			
		3.5 CY-WOODLAND/PARKVIEW		900 5-026-510	CEMENT & ASPHALT	388.50	
=====							
I-4492		7 CY-WOODLAND/PARKVIEW	763.00				
1/15/2021	AP	DUE: 1/15/2021 DISC: 1/15/2021		1099: N			
		7 CY-WOODLAND/PARKVIEW		900 5-026-510	CEMENT & ASPHALT	763.00	
=====							
I-4509		1 CY-8TH/SPRING	139.00				
1/22/2021	AP	DUE: 1/22/2021 DISC: 1/22/2021		1099: N			
		1 CY-8TH/SPRING		760 5-000-510	CEMENT & ASPHALT	139.00	
=== VENDOR TOTALS ===			1,290.50				
=====							
01-03460	SHERWIN WILLIAMS COMPANY						
=====							
I-0921-5		LACQUER THINNER	17.49				
1/26/2021	AP	DUE: 2/25/2021 DISC: 2/25/2021		1099: N			
		LACQUER THINNER		800 5-030-520	DEPARTMENT SUPPLIES	17.49	
=====							
I-1059-3		PAINT BRUSHES	15.45				
2/02/2021	AP	DUE: 3/04/2021 DISC: 3/04/2021		1099: N			
		PAINT BRUSHES		800 5-030-520	DEPARTMENT SUPPLIES	15.45	
=== VENDOR TOTALS ===			32.94				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-59035 SMC ELECTRIC SUPPLY						
I-51072477-00		ANCHOR HOOK, BLOCK X 2	118.58			
1/27/2021	AP	DUE: 2/26/2021 DISC: 2/26/2021		1099: N		
		ANCHOR HOOK, BLOCK X 2		800 5-020-580	TOOLS	118.58
=== VENDOR TOTALS ===			118.58			
=====						
01-59308 SOUTHEAST KANSAS HUMAN RESOURC						
I-2021		2021 DUES-A. PRYOR	40.00			
2/04/2021	AP	DUE: 3/06/2021 DISC: 3/06/2021		1099: N		
		2021 DUES-A. PRYOR		010 5-019-444	DUES/SUBSCRIPTION/PUBLIC	40.00
=== VENDOR TOTALS ===			40.00			
=====						
01-59669 SOUTHERN UNIFORM & EQUIPMENT L						
I-113040		UNIFORM SHIRT X 8	405.92			
1/19/2021	AP	DUE: 1/19/2021 DISC: 1/19/2021		1099: N		
		UNIFORM SHIRT X 8		010 5-023-515	CLOTHING	405.92
=== VENDOR TOTALS ===			405.92			
=====						
01-59722 SOUTHWEST POWER POOL, INC.						
I-SPP08004		2021 MEMBERSHIP ASSESSMENT	6,000.00			
1/31/2021	AP	DUE: 1/31/2021 DISC: 1/31/2021		1099: N		
		2021 MEMBERSHIP ASSESSMENT		800 5-022-444	DUES/SUBSCRIPTION/PUBLIC	6,000.00
=== VENDOR TOTALS ===			6,000.00			
=====						
01-03717 STEPHENS VENDING CORPORATION						
I-20471		SANDWICHES, CANDY, CHIPS	115.70			
1/21/2021	AP	DUE: 1/21/2021 DISC: 1/21/2021		1099: N		
		SANDWICHES, CANDY, CHIPS		370 5-000-507	CONCESSIONS	115.70
=== VENDOR TOTALS ===			115.70			
=====						
01-03770 THOMPSON BROTHERS SUPPLIES, IN						
I-793173		COMPRESSED HYDROGEN X 4	116.50			
1/20/2021	AP	DUE: 2/19/2021 DISC: 2/19/2021		1099: N		
		COMPRESSED HYDROGEN X 4		800 5-030-525	CHEMICALS/FERTILIZERS/SE	116.50
I-793412		SAFETY GLASSES X 5 PAIR	28.74			
1/22/2021	AP	DUE: 2/21/2021 DISC: 2/21/2021		1099: N		
		SAFETY GLASSES X 5 PAIR		900 5-026-570	SAFETY EQUIPMENT	28.74

PACKET: 04015 AO 21-03 2.9.21 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03770	THOMPSON BROTHERS SUPPLIES, IN(** CONTINUED **)					
=====						
I-793665		COMPRESSED HYDROGEN X 4	116.50			
1/27/2021	AP	DUE: 2/26/2021 DISC: 2/26/2021		1099: N		
		COMPRESSED HYDROGEN X 4		800 5-030-525	CHEMICALS/FERTILIZERS/SE	116.50
		=== VENDOR TOTALS ===	261.74			
=====						
01-60295	THOMPSON LUMBER LLC					
=====						
I-INV0124821		LUMBER X 6	47.12			
1/20/2021	AP	DUE: 2/19/2021 DISC: 2/19/2021		1099: N		
		LUMBER X 6		800 5-030-520	DEPARTMENT SUPPLIES	47.12
=====						
I-INV0124868		LUMBER,PLYWOOD,DECK SCREWS	80.91			
1/22/2021	AP	DUE: 2/21/2021 DISC: 2/21/2021		1099: N		
		LUMBER,PLYWOOD,DECK SCREWS		800 5-030-520	DEPARTMENT SUPPLIES	80.91
=====						
I-INV0124923		PLYWOOD X 2	33.61			
1/25/2021	AP	DUE: 2/24/2021 DISC: 2/24/2021		1099: N		
		PLYWOOD X 2		800 5-030-520	DEPARTMENT SUPPLIES	33.61
=====						
I-INV0125036		LUMBER, WIRE BRUSH X 2	122.13			
1/28/2021	AP	DUE: 2/27/2021 DISC: 2/27/2021		1099: N		
		LUMBER, WIRE BRUSH X 2		800 5-030-520	DEPARTMENT SUPPLIES	122.13
		=== VENDOR TOTALS ===	283.77			
=====						
01-03810	TOOL SUPPLY, INC.					
=====						
I-0099164-00		RECHARGEABLE BATTERY, TAPE	31.75			
1/20/2021	AP	DUE: 2/19/2021 DISC: 2/19/2021		1099: N		
		RECHARGEABLE BATTERY		900 5-026-505	BATTERIES-NON VEHICLES	22.25
		CAUTION TAPE		900 5-026-570	SAFETY EQUIPMENT	9.50
=====						
I-0099211-00		FLAT WASHER X 50	5.48			
1/28/2021	AP	DUE: 2/27/2021 DISC: 2/27/2021		1099: N		
		FLAT WASHER X 50		800 5-030-520	DEPARTMENT SUPPLIES	5.48
		=== VENDOR TOTALS ===	37.23			
=====						
01-60410	TOTAH COMMUNICATIONS, INC.					
=====						
I-202102049012		2/21 E911-LIBERTY	27.35			
2/01/2021	AP	DUE: 3/03/2021 DISC: 3/03/2021		1099: N		
		2/21 E911-LIBERTY		510 5-000-416	COMMUNICATIONS	27.35
=====						
I-202102049013		2/21 E911 - TYRO	28.25			
2/01/2021	AP	DUE: 3/03/2021 DISC: 3/03/2021		1099: N		
		2/21 E911 - TYRO		510 5-000-416	COMMUNICATIONS	28.25
		=== VENDOR TOTALS ===	55.60			

PACKET: 04015 AO 21-03 2.9.21 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-60726	UPS					
=====						
I-00001652XV041		OK RUBBER,BOLL,NEW PIG,GADES	290.27			
1/23/2021	AP	DUE: 1/23/2021 DISC: 1/23/2021		1099: N		
		OK RUBBER,BOLL FILTER,NEW PIG,		800 5-030-550	OFFICE SUPPLIES	200.51
		ARKANSAS LABS, GADES		800 5-020-550	OFFICE SUPPLIES	89.76
=== VENDOR TOTALS ===			290.27			
=====						
01-61322	WIESE USA					
=====						
I-42143500		CATERPILLAR GC40K6 FORKLIFT	44,406.63			
1/26/2021	AP	DUE: 1/26/2021 DISC: 1/26/2021		1099: N		
		CATERPILLAR GC40K6 FRKLFT 1/2		810 5-020-875	VEHICLES	22,203.51
		CATERPILLAR GC40K6 FRKLFT 1/2		810 5-030-875	VEHICLES	22,203.12
=== VENDOR TOTALS ===			44,406.63			
=====						
01-63850	YOUNG'S WELDING, INC.					
=====						
I-209274		BLAST/POWDER COAT BARRICADE	315.00			
1/25/2021	AP	DUE: 1/25/2021 DISC: 1/25/2021		1099: N		
		BLAST/POWDER COAT BARRICADE		900 5-027-478	PROFESSIONAL SERVICES	315.00
=== VENDOR TOTALS ===			315.00			
=== PACKET TOTALS ===			777,103.76			

City of Coffeyville
Payroll Distribution Summary
21-03

<u>Date</u>	<u>Amount</u>
January 24, 2021	\$ 406,294.35
Total Payroll	\$ 406,294.35



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

MEETING DATE	February 9, 2021
RESOLUTION NUMBER	R-21-08
AGENDA TITLE	A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A SUBORDINATION AGREEMENT FOR THE BENEFIT OF HAROLD MANN.
REQUESTING DEPARTMENT	City Administration
PRESENTER	City Attorney
DISCUSSION	The City made a business loan to Harold Mann in 2017 in the amount of \$75,000.00. The loan was secured by a second mortgage against the commercial property at 807-811 W. 11th Street (location of Simple Simon's, State Farm, Studio Blue, and Simply Southern Boutique). The mortgage was subject to a first mortgage in favor of Community National Bank in the amount of \$183,776.43. Mr. Mann is in the process of refinancing his loan obligations (the CNB loan plus a couple of rental property loans) through Community State Bank. As a condition thereof, the bank is requesting the City to remain in second mortgage position. Therefore, the bank has requested the City to execute a subordination agreement, for that purpose. The subordinated amount is not-to-exceed \$232,000.00. Of course, the property has undergone vast improvements and is worth considerably more now, than when the loan was originally made. Under the bank's analysis, the City's collateral position is better, now, even though the first mortgage amount will increase. The loan balance with the City currently stands at \$49,724.06, for a principal reduction of a little more than \$25,000.00. Mr. Mann's payment history has been excellent.
RECOMMENDATION	Approve Resolution.

RESOLUTION NO. R-21-08

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A SUBORDINATION AGREEMENT FOR THE BENEFIT OF HAROLD MANN.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor be and is hereby authorized and directed to execute that certain Subordination Agreement with Community State Bank, regarding that certain mortgage granted by Harold Mann, recorded April 10, 2017. in the office of the Register of Deeds of Montgomery County, Kansas, in Book 658, Pages 987-003, encumbering the property described as Lots 1, 2, 3, 4, 5, 6 and 7, Block 16, Commercial Club First Addition to the City of Coffeyville, Montgomery County, Kansas, except the part deeded for street.

Adopted this 9th day of February 2021.

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, City Clerk

Approved:

Paul Kritz, City Attorney

SUBORDINATION AGREEMENT

This agreement is made this ____ day of _____, 2021, by and between the City of Coffeyville, a Kansas municipal corporation and Community State Bank.

The undersigned is the beneficiary under a Mortgage dated March 6, 2017, granted by Harold Mann, recorded April 10, 2017 in the office of the Register of Deeds of MONTGOMERY County, Kansas, in Book 658, Page 987-993, encumbering the following described real estate located in said County and State:

Lots 1,2,3,4,5,6 and 7, Block 16, Commercial Club First Addition to the City of Coffeyville, Montgomery County, Kansas, except the part deeded for street.

Community State Bank is the Mortgagee under a Mortgage dated _____, 2021, recorded in said office on _____, 2021, in Book _____, Page _____, (herein referred to as "new mortgage") encumbering said real estate. To induce Community State Bank, the undersigned has agreed to execute and deliver this Subordination Agreement.

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees that the lien of its mortgage, first described above, shall be, is and shall remain fully subordinate for all purposes to the lien of the new mortgage, to the full extent of all sums from time to time secured by said mortgage, provided, however, that the total indebtedness secured by the new mortgage shall not exceed the sum of \$228,150.00, exclusive of interest thereon, amounts advanced to protect the lien and priority of the new mortgage and the costs of collection.

In Witness whereof, this Subordination Agreement is executed on the day and year first above written.

City of Coffeyville, a Kansas municipal corporation

By _____
Type Name:
Type Title:

STATE OF _____, _____ COUNTY, ss:

The foregoing Instrument was acknowledged before me this ____ day of _____, 2020, by _____, _____ of City of Coffeyville, a Kansas municipal corporation, a corporation on behalf of said corporation.

My appointment expires:

Notary Public

COMMUNITY STATE BANK SUBORDINATION REQUEST TO THE CITY OF
COFFEYVILLE

2017	Original Collateral Position			
	Lonnie Betts Appraisal Report April 15, 2016			
		\$	190,000.00	
	Community National Bank	\$	183,776.43	<=Original Mortgage Filing
	City Of Coffeyville	\$	75,000.00	<=Original Mortgage Filing
	Total Loans Outstanding	\$	258,776.43	
	Total Loan to Collateral Value @ \$190,000 Appraisal Value		136.20%	

2021	Current Collateral Position			Future Collateral Position			
	Montgomery County Valuation	\$	389,630.00	Montgomery County Valuation	\$	389,630.00	
	Community National Bank	\$	183,776.43	<=Current Mortgage Filing	Community State Bank	\$ 228,150.00	<=Future CSB Mortgage
	City Of Coffeyville	\$	75,000.00	<=Current Mortgage Filing	City of Coffeyville	\$ 50,000.00	<=Estimated City Loan Balance
	Total Loans Outstanding	\$	258,776.43	Total Loans Outstanding	\$	278,150.00	
	Total Loans to Collateral Value @ \$389,630.00 County Assessment		66.42%	Total Loans to Collateral Value @ \$389,630.00 County Assessment		71.39%	

REGISTRATION FEE
Amount of Indebtedness: \$183,776.43
Fees: \$275.66
Paid on 05/09/2016
No: 3493

Marilyn Calhoun

Marilyn Calhoun, Register of Deeds



State of Kansas, Montgomery County
This instrument was filed for
Record on May 09, 2016 09:01:00 AM
Recorded in Book 648 Page 1011-1019
Fee: \$103.00 201601561



Marilyn Calhoun

Marilyn Calhoun, Register of Deeds

Return To: Loan Department, Community National Bank and Trust, 901 W 11th, PO Box 479,
Coffeyville, KS 67337

Prepared By: Loan Department, Community National Bank and Trust, 901 W 11th, PO Box 479,
Coffeyville, KS 67337

Space Above This Line For Recording Data

MORTGAGE

(With Future Advance Clause)

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is April 29, 2016. The parties and their addresses are:

MORTGAGOR:

HAROLD D MANN

Spouse of Marilyn K Mann
128 Woodland Road
Coffeyville, KS 67337

MARILYN K MANN

Spouse of Harold D Mann
128 Woodland Road
Coffeyville, KS 67337

LENDER:

COMMUNITY NATIONAL BANK AND TRUST

Organized and existing under the laws of the United States of America
901 W 11th, PO Box 479
Coffeyville, KS 67337

1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.

A. Loan. "The Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, convey and mortgage to Lender, the following described property:

Lots 1,2,3,4,5,6 and 7, Block 16, Commercial Club First Addition to the City of Coffeyville, Montgomery County, Kansas, except the part deeded for street.

Lot 7, Block 12, Commercial Club First Addition to the City of Coffeyville, Montgomery County, Kansas;

Lot 8, Block 12, Commercial Club First Addition to the City of Coffeyville, EXCEPT a portion of said Lot and being described as follows: Beginning at the Southwest corner of Lot 8; thence North along the West lot line 6.17 feet; thence East to the East lot line; thence South 5.19 feet to the Southeast corner of Lot 8; thence West to place of beginning; and Lots 9, 10, 11,

Harold D Mann
Kansas Mortgage

KS/4jamiec@C00000000009625049N

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Systems™

Page 1



0 0 1 5 0 0 0 0 2 7 4 1 1 2 4 3 0 0 0 0 0 0 0 7 9 5 2 4 0 4 2 9 2 0 1 6

EXCEPT a portion of Lot 11 described as beginning at the Southwest corner of Lot 11; thence North along the West lot line 3.23 feet; thence East to the East lot line; thence South 2.25 feet to the Southeast corner of Lot 11; thence West to the place of beginning; AND Lot 12, EXCEPT that part condemned and taken for highway purposes, Block 12 Commercial Club First Addition to the City of Coffeyville, Montgomery County, Kansas.

The property is located in Montgomery County at 801-807 West 11th And 1102-1112 West 11th, Coffeyville, Kansas 67337.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$183,776.43. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument. The limitation is for the purposes set forth in Kan. Stat. Ann. § 9-1101, § 58-2336 and § 79-3102.

4. SECURED DEBTS AND FUTURE ADVANCES. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated April 29, 2016, from Harold D Mann , Marilyn K Mann and Harold Mann Insurance Agency, Inc. (Borrower) to Lender, with a loan amount of \$183,776.43 and maturing on May 10, 2021.

B. Future Advances. All future advances from Lender to Harold D Mann , Marilyn K Mann and Harold Mann Insurance Agency, Inc. under the Specific Debts executed by Harold D Mann , Marilyn K Mann and Harold Mann Insurance Agency, Inc. in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Harold D Mann , Marilyn K Mann and Harold Mann Insurance Agency, Inc. either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All Debts. All present and future debts from Harold D Mann , Marilyn K Mann and Harold Mann Insurance Agency, Inc. to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

D. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

5. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan is void and ineffective as to the Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a

"consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

6. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

7. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

8. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

9. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

10. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

11. WARRANTIES AND REPRESENTATIONS. Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

12. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Mortgagor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

13. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be

performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

14. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

15. DEFAULT. Mortgagor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. Mortgagor or Borrower fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Death or Incompetency. Mortgagor dies or is declared legally incompetent.

D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.

G. Misrepresentation. Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

M. Insecurity. Lender determines in good faith that a material adverse change has occurred in Borrower's financial condition from the conditions set forth in Borrower's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

16. REMEDIES. On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of an Event of Default or anytime thereafter.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

17. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Mortgagor agrees to pay reasonable expenses for Lender to inspect, value, appraise and preserve the Property. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.

18. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or

handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

19. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

20. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of

the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

21. ESCROW FOR TAXES AND INSURANCE. Mortgagor will pay to Lender amounts for (a) yearly taxes and assessments on the Property which under the law may be superior to this Security Instrument, (b) yearly leasehold payments or ground rents (if any), (c) yearly premiums for hazard or property insurance, (d) yearly premiums for flood insurance (if any), and (e) yearly premiums for mortgage insurance (if any). Mortgagor will pay those amounts to Lender unless Lender tells Mortgagor, in writing, that Mortgagor does not have to do so, or unless the law requires otherwise. Mortgagor will make those payments at the times required by Lender.

Lender will estimate from time to time Mortgagor's yearly taxes, assessments, leasehold payments or ground rents and insurance premiums, which will be called the Escrow Items. The amounts that Mortgagor pays to Lender for Escrow Items under this section will be called the Funds.

Lender will keep the Funds in a savings or banking institution which has its deposits or accounts insured or guaranteed by a federal or state agency. If Lender is such an institution, Lender may hold the Funds. Lender will use the Funds to pay the Escrow Items.

Lender will not be required to pay Mortgagor any interest or earnings on the Funds unless either (i) Lender and Mortgagor agree in writing, at the time Mortgagor signed this Security Instrument, that Lender will pay interest on the Funds; or (ii) the law requires Lender to pay interest on the Funds.

If the amount of the funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify Mortgagor in writing, and, in such case, Mortgagor will pay to Lender the amount necessary to make up the shortage or deficiency. Mortgagor shall make up the shortage or deficiency as Lender directs, subject to the requirements of applicable law.

If, by reason of any default under this Security Instrument, Lender declares all Secured Debts due and payable, Lender may then apply any Funds against the Secured Debts.

When Mortgagor has paid all of the sums secured, Lender will promptly refund to Mortgagor any Funds that are being held by Lender.

22. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisal, homestead exemption, and redemption rights relating to the Property. However, the waiver of redemption is not applicable to that portion of the Property that covers agricultural land or a single or two-family dwelling owned by or held in trust for a natural person.

23. OTHER TERMS. The following are applicable to this Security Instrument:

A. No Action by Lender. Nothing contained in this Security Instrument shall require Lender to take any action.

B. Purchase Money Mortgage. The Secured Debts include money which is used in whole or in part to purchase the Property.

24. APPLICABLE LAW. This Security Instrument is governed by the laws of Kansas, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

25. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

26. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

27. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

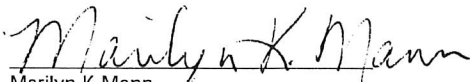
28. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

29. WAIVER OF JURY TRIAL. All of the parties to this Security Instrument knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Security Instrument or any other documents relating to the Secured Debts or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:


Harold D Mann


Marilyn K Mann

ACKNOWLEDGMENT.

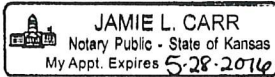
State OF Kansas, County OF Montgomery ss.

This instrument was acknowledged before me this 29th day of April 2016 by Harold D Mann ,
spouse of Marilyn K Mann, and Marilyn K Mann , spouse of Harold D Mann.

My commission expires:

May 28, 2016

Jamie L. Carr
(Notary Public)



ORIGINAL

REGISTRATION FEE

Amount of Indebtedness: \$75,000.00
Fees: \$75.00
Paid On April 10, 2017
No: 4269

Marilyn Calhoun
Marilyn Calhoun, Register of Deeds



State of Kansas, Montgomery County
This instrument was filed for
Record on April 10, 2017 9:01 AM
Recorded in Book 658 Page 987 - 993
Fee: \$102.00 201701172

Marilyn Calhoun
Marilyn Calhoun, Register of Deeds



MORTGAGE

THIS MORTGAGE is made this 6th Day of March, 2017, between the Mortgagor, Harold Mann, (herein "BORROWER"), and the Mortgagee, The City of Coffeyville, a Kansas governing body (herein "LENDER").

WHEREAS, BORROWER is indebted to LENDER in the principal sum of Seventy-Five Thousand and 00/100 dollars (\$75,000.00), which indebtedness is evidenced by a certain Promissory Note (hereafter "NOTE") and Personal Guaranty (hereafter GUARANTY), executed by BORROWER to the LENDER, and dated the 6th Day of March, 2017, containing certain terms of the agreement and providing for annual installments of principal and interest; and which is hereby incorporated by reference as part of this document;

WHEREAS, BORROWER has given a Loan Agreement (hereafter "LOAN AGREEMENT") to LENDER dated the 6th Day of March, 2017, which sets forth the terms of the agreement of the parties; and which is hereby incorporated by reference as part of this document;

TO SECURE to the LENDER the repayment of the indebtedness evidenced by the NOTE and LOAN AGREEMENT, and the performance of the covenants and agreements of BORROWER therein contained, BORROWER does hereby mortgage, grant and convey to LENDER the following described real estate:

Lots 1,2,3,4,5,6 and 7, Block 16, Commercial Club First Addition to the City of Coffeyville, Montgomery County, Kansas, except that part deeded for street.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements of record or obvious by viewing the property, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property herein referred to as the "Property".

BORROWER covenants that BORROWER is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered except for any prior mortgage as set forth in Appendix "A".

BORROWER will warrant and defend the title to the Property against all claims and demands, except said prior mortgages.

COVENANTS

Further, BORROWER and LENDER covenant and agree as follows:

1. **Payment of Principal and Interest.** BORROWER shall promptly pay when due the principal of and interest, if any, on the indebtedness evidenced by the NOTE, GUARANTY and LOAN AGREEMENT, and any corresponding amortization schedules.
2. **Charges; Liens.** BORROWER shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, including the payments, when due, and all other obligations associated with the first and prior mortgage. BORROWER shall promptly discharge any lien, except a previously disclosed first and prior mortgage which has priority over this Mortgage; provided, that BORROWER shall not be required to discharge any such lien so long as BORROWER shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to the LENDER, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
3. **Hazard Insurance.** BORROWER shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as the LENDER may require and in such amounts and for such periods as the LENDER may require; provided, that LENDER shall not require that the amount of such coverage exceed that amount of coverage required to pay, the sums secured by this Mortgage, plus the first and prior mortgage, or the replacement value of the improvements, whichever amount is less.
4. **Prepayment.** Mortgagor, or anyone on behalf of Mortgagor, shall have the right to prepay any or all of the unpaid balance on the NOTE and LOAN AGREEMENT, without penalty.
5. **Policies and Form.** All insurance policies and renewals thereof shall be in form acceptable to the LENDER and shall include a standard mortgage clause in favor of, and in form acceptable to, the LENDER. The LENDER shall have the right to hold the policies and renewals thereof, and BORROWER shall promptly furnish to the LENDER all renewal notices and all receipts of paid premiums. In the event of loss, BORROWER shall give prompt notice to the insurance carrier and the LENDER. The LENDER may make proof of loss if not made promptly by BORROWER.

6. **Application of proceeds.** Unless the LENDER and BORROWER otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, after applying such sums as are required by the first and prior mortgage, with the excess, if any, paid to BORROWER. If the Property is abandoned by BORROWER, or if BORROWER fails to respond to the LENDER within 30 days from the date notice is mailed by the LENDER to BORROWER that the insurance carrier offers to settle a claim for insurance benefits, LENDER is authorized to collect and apply the insurance proceeds at LENDER's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

7. **Pass through.** If under the provisions hereof the Property is acquired by the LENDER, all right, title and interest of BORROWER in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to the LENDER to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

8. **Preservation and Maintenance of Property.** BORROWER shall keep the Mortgaged Property in good repair and shall not commit waste or permit impairment or deterioration of such Mortgaged Property.

9. **Protection of Lender's Security.** If BORROWER fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects the LENDER's interest in the Property, including, but not limited to, foreclosure of a prior mortgage, naming of Mortgaged Property in an action for eminent domain, insolvency of the BORROWER, code enforcement, or arrangements or proceedings involving a bankruptcy or decedent, then LENDER at LENDER's option, upon notice to BORROWER, may make such appearances, disburse such sums and take such action as is necessary to protect LENDER's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

10. **Inspection.** The LENDER may make or cause to be made reasonable entries upon and inspections of the Property, provided that the LENDER shall give BORROWER notice prior to any such inspection specifying reasonable cause therefore related to the LENDER's interest in the Property.

11. **Condemnation, Takings & Abandonment.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to LENDER, up to the amount of the outstanding indebtedness under the NOTE. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to BORROWER. In the event of a partial taking of the Property, unless BORROWER and

LENDER otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to BORROWER. If the Property is abandoned by BORROWER, or if, after notice by LENDER to BORROWER that the condemnor offers to make an award or settle a claim for damages, BORROWER fails to respond to LENDER within 30 days after the date such notice is mailed, LENDER is authorized to collect and apply the proceeds, at LENDER's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

12. **Acceleration of Due Date.** Unless LENDER and BORROWER otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

13. **Borrower Not Released.** Extension of the time for payment, or modification of amortization of the sums secured by this Mortgage granted by the LENDER to any successor in interest of BORROWER shall not operate to release, in any manner, the liability of BORROWER and BORROWER's successors in interest. The LENDER shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by BORROWER or by BORROWER's successors in interest.

14. **Nonwaiver.** Any forbearance by the LENDER in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of, any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the LENDER shall not be a waiver of the LENDER's right to accelerate the maturity of the indebtedness secured by this Mortgage.

15. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

16. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the LENDER and BORROWER. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

17. **Notice.** Except for any notice required under applicable law to be given in another manner,

(a) any notice to BORROWER shall be given by mailing such notice by certified mail addressed to

P.O. Box 838, Coffeyville, KS 67337
OR 801 W. 11th Street, Coffeyville, KS 67337

or such other address as BORROWER may designate by notice to LENDER as provided herein.

(b) Any notice to the LENDER shall be given by certified mail, return receipt requested to:

City Manager
11 E. 2nd St., P.O. Box 1629
Coffeyville, KS 67337

or to such other address as LENDER may designate by notice to BORROWER as provided herein.

Any notice provided for in this Mortgage shall be deemed to have been given to BORROWER or the LENDER when given in the manner designated herein.

18. **Governing Law; Severability.** Kansas law shall govern construction of this mortgage. In the event that any provision or clause of this Mortgage or the NOTE conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the NOTE which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the NOTE are declared to be severable.

19. **Borrower's Copy.** BORROWER shall be furnished a conformed copy of the NOTE and of this Mortgage at the time of execution or after recordation hereof.

20. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by BORROWER without the LENDER's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, or, (b) the grant of any leasehold interest of three years or less not containing an option to purchase, the LENDER may, at the LENDER's option, declare all the sums secured by this Mortgage to be immediately due and payable.

21. **Borrower's Right to Reinstate.** Notwithstanding the LENDER's acceleration of the sums secured by this Mortgage, BORROWER shall have the right to have any proceedings begun by the LENDER to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if all of the following occur:

(a) BORROWER pays the LENDER all principal and interest sums which would be then due under this mortgage and the NOTE, had no acceleration occurred;

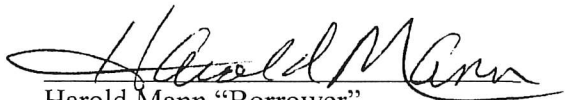
(b) BORROWER cures all breaches of any other covenants or agreements of BORROWER contained in this Mortgage; and,

(c) BORROWER pays all reasonable expenses, including attorney's fees, incurred by LENDER in enforcing the covenants and agreements of BORROWER contained in this Mortgage and in enforcing LENDER's remedies as provided herein;

Upon such payment and cure by BORROWER, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

22. **Release.** Upon payment of all sums secured by this Mortgage, the LENDER shall release this Mortgage without charge to BORROWER.

IN WITNESS WHEREOF, BORROWER has executed this Mortgage, consisting of 7 pages, on the date first above written.


Harold Mann "Borrower"

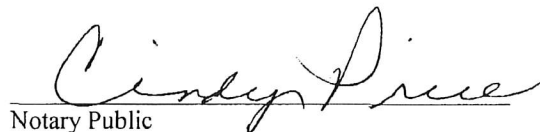
STATE OF KANSAS,
MONTGOMERY COUNTY

ss:

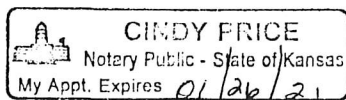
BE IT REMEMBERED, that on this 6 day of March, 2017 me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Harold Mann, to me personally known to be the same person who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same on behalf of BORROWER.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.

Subscribed and sworn to before me on this 6 day of March, 2017.


Notary Public

My appointment expires:



Appendix "A"

Prior Mortgages:
801 – 813 W. 11th Street, Coffeyville, KS 67337
Community National Bank
Original Balance: \$205,000
Current Balance: \$181,935

<u>Mortgagee</u>	<u>Date Given</u>	<u>Principal Amount to limit of</u>
City of Coffeyville	March 6 th , 2017	\$75,000

**BOARD OF COMMISSIONERS AGENDA ITEM**

MEETING DATE	February 9, 2021
AGENDA TITLE	Action to approve a License Agreement with Bluebird Network and Small Cell Facility Deployment Agreement with Kansas #15 Limited Partnership
REQUESTING DEPARTMENT	Various Departments
PRESENTER	City Attorney
PURPOSE	Approve agreements to allow City-owned right-of-way to be utilized for providing wireless telecommunications services through advanced fiber optic facilities and to authorize the installation of small cell facilities.
BACKGROUND	City staff has been negotiating with Bluebird Network and Kansas #15 Limited Partnership (affiliated with United States Cellular), regarding their use of the City's right-of-way for the installation of fiber optic and small cell facilities, for several months. These agreements are the culmination of those negotiations. Bluebird Network intends to build fiber optic infrastructure to support 5G technology. The proposed license agreement will give them the non-exclusive right to do so. In exchange, Bluebird will pay the City in the amount of \$9,900.00 per year for the duration of the 10-year agreement. Bluebird will be required to install the fiber optic material and equipment per the specifications set forth in the license agreement. The Small Cell Facility Deployment Agreement will allow Kansas #15 Limited Partnership to install authorized cells and related equipment on certain City-owned utility poles or newly-installed poles within the City's right-of-way. Each installation will undergo an application and vetting process. Each authorized installation will be subject to an annual attachment fee of \$270.00. This is merely an overview. The agreements themselves are very detailed and were prepared with the assistance of outside counsel, Penny Speake of Healy Law Offices in Springfield, Missouri.

STAFF RECOMMENDATION	Approve Agreements.
REFERENCE DOCUMENTS ATTACHED	License Agreement with Bluebird Network and Small Cell Facility Deployment Agreement with Kansas #15 Limited Partnership; Exhibits to both Agreements

RESOLUTION NO. R-21-09

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A LICENSE AGREEMENT WITH BLUEBIRD NETWORK AND A SMALL CELL FACILITY DEPLOYMENT AGREEMENT WITH KANSAS #15 LIMITED PARTNERSHIP.

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 License Agreement with Bluebird Network and a Small Cell Facility Deployment Agreement with Kansas #15 Limited Partnership.

Adopted this 9th day of February 2021.

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, City Clerk

Approved by:

Paul Kritz, City Attorney

LICENSE AGREEMENT

THIS AGREEMENT, made this 14th day of January, 2021, by and between the City of Coffeyville, Kansas, a municipal corporation (hereinafter referred to as the "City" or "Licensor"), and Missouri Network Alliance, LLC dba Bluebird Network (hereinafter referred to as "Bluebird" or "Licensee").

RECITALS

WHEREAS, Bluebird has requested of City to utilize a portion of City's Public Rights-of-Way or other property for the purpose of constructing, maintaining, and operating, in accordance with regulations promulgated by the Federal Communications Commission and the Kansas Corporation Commission, its facilities for use in providing wireless telecommunications services through advanced fiber optic facilities and other wireless carrier customers through fiber-fed facilities; and

WHEREAS, Bluebird has prepared and submitted proposed route maps and installation details, to City in relation to the fiber-fed facilities, as the same will be installed in and along the subject rights-of-way or other property, copies of which are attached hereto and marked "Exhibit A" and "Exhibit B"; and

WHEREAS, it is the policy of the City to permit such use of the Public Rights-of-Way for provision of telecommunication services, subject to the exercise of the City's police powers, and subject to the right of the City to charge for that use; and

WHEREAS, the City is prepared to grant a non-exclusive license to Bluebird for that purpose as more fully set forth below; and

WHEREAS, Bluebird desires to utilize certain City Public Rights-of-Way and is willing to do so consistent with this Agreement.

NOW, THEREFORE, and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound, the City, on its behalf and on behalf of its, successors and assigns, hereby gives and grants unto Bluebird/Licensee, its subcontractors and employees performing the work, a license to enter into the Public Rights-of-Way or other property, as identified in Exhibit A and Exhibit B, from or after the date of this Agreement, to carry out the activities required to fulfill the purposes of this Agreement. In consideration thereof, the Parties hereby agree as follows:

1. Definitions.

Capitalized terms have the meaning specified in this section, and if not defined herein, their ordinary meaning. Singular terms include the plural; shall and will are mandatory, and "may" is

permissive. References to statutes and regulations refer to the same as amended or renumbered.

- 1.1 “Agreement” or “License” means this Agreement, together with Appendices and Exhibits attached to this Agreement, if any, and any amendments or modifications thereto.
- 1.2 “Applicable Law” or “Law” means all federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations.
- 1.3 “Authorizations” means the permissions Licensee must have in addition to this License to deploy Facilities and/or provide Services, which may include licenses, permits, zoning approvals; variances, exemptions; grants of authority to use private rights of way and/or easements or facilities; agreements to make attachments to poles, ducts, conduits, towers, buildings, manholes, and the like; and any other approval of a governmental authority or third persons with respect to (i) the construction, installation, repair, maintenance, operation or use of tangible or intangible property, as the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise.
- 1.4 “Authorized Facilities” means Facilities that comply with the requirements of this License, and the City Code and/or Ordinances, and have all necessary Authorizations in full force and effect.
- 1.5 “Construction and Maintenance” and variations of those terms refer to any activity performed in the Public Rights-of-Way with respect to the Facilities, including construction, modification, replacement, repair, operation, maintenance, or removal.
- 1.6 “Facility” or “Facilities” means any and all equipment and installations of any kind owned by Licensee and under the control of Licensee that are reasonably necessary and appropriate for the provision of Services including, but not limited to, underground fiber optic and coaxial cable, conduit, conduit enclosures and supporting structures.
- 1.7 “License” means the non-exclusive right granted, by ordinance and subject to this Agreement, to Licensee to Construct and Maintain the Facilities on, over, under upon, across and along the Public Rights-of-Way within the License Area.
- 1.8 “License Area” means all the area within the boundaries of the City.
- 1.9 “Public Rights-of-Way” means the area of real property in which the City has a dedicated or acquired rights-of-way interest in the real property. It includes the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways, or boulevards dedicated or acquired as rights-of-way
- 1.10 “Services” means any telecommunications service provided by means of the Facilities by Licensee or the leasing, operation, or maintenance of Facilities by Licensee, except that the term does not include cable service or other video services.

2. Grant of License.

2.1 **License.** The City hereby grants to Licensee the nonexclusive right to Construct and Maintain its Authorized Facilities within the Public Rights-of-Way, which License shall be exercised at Licensee's sole cost and expense, and which shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the Public Rights-of-Way. The License is not divisible, and Licensee may not grant any person the right to use or occupy the Public Rights-of-Way. The grant does not extend to any other service, and Licensee may be required to obtain an additional License or an amendment to this License before using and occupying the Public Rights-of-Way to provide additional services.

2.2 **Special Conditions on Grant.** Designs attached to this Agreement have been pre-approved by the City's Engineering Services Director. Licensee, or approved successor or assign, will install and maintain its fiber-optic line and Facilities in strict compliance with the attached Exhibits.

2.3 **No Real Property Interest.** Nothing herein shall be deemed to grant, convey, create or vest in Licensee a real property interest in land, including any fee, leasehold interest, or easement, or the right to place the Facilities at any particular location within the Public Rights-of-Way.

2.4 Compliance with Law.

2.4.1 The exercise of License rights by Licensee is subject to, and strictly conditioned upon compliance with the terms of this Agreement and Applicable Law now existing or hereinafter enacted.

2.4.2 All work upon the streets and public places of the City performed by Licensee shall be in accordance with all applicable standards, codes, and ordinances, and will be done under the general supervision of the City's Engineering Department. Nothing in this Agreement shall be construed as a waiver of any laws, regulations or rules of the City or of the City's right to require the Licensee to secure the appropriate Authorizations, or to pay the applicable fees associated with same. Nothing in this Agreement shall act as a waiver of the City's police powers.

2.5 **Conditions Precedent.** The License shall commence upon the Effective Date, provided that the Licensee shall have met each of the conditions precedent set forth below and otherwise in this Agreement (unless the City agrees to waive any of the conditions precedent), at which time it shall become effective. The Licensee shall have secured its insurance policies as set forth in this Agreement and delivered the certificate of insurance to the City Clerk, with proof that the policies are in full force and effect , and that the policies are in accordance with this Agreement.

- 2.6 Other Authorizations. As a condition of this grant, Licensee is required to obtain and is responsible for any Authorization that may be required for the installation, operation, or maintenance of the Facilities.
- 2.7 Licensee's Expense. Licensee shall be solely responsible for any, and all, installations, repairs, maintenance, or other costs associated with its use of the City's Public Rights-of-Way or other property, whether such costs are specifically enumerated herein, or not.
- 2.8 Application to Contractors and Subcontractors. Licensee is responsible for ensuring that all contractors and subcontractors comply with the requirements of this License and Applicable Law when performing work on behalf of Licensee, and Licensee is jointly and severally responsible for their acts and omissions.
- 2.9 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person (other than the City and Licensee) any right, benefit or remedy under this Agreement of any nature whatsoever.
- 2.10 Installation.
- 2.10.1 Licensee is prohibited from installing its lines longitudinally under any City road or shoulder, provided, unless the installation is accomplished by boring under such road or shoulder in accordance with plans submitted to and approved by the City.
- 2.10.2 All Facilities shall be placed in a manner to conform with recognized standards and Applicable Law. All Facilities shall be placed as set forth herein and as directed by the City. Any installation, alteration, or modification of Facilities shall be performed in compliance with City's rules and regulations. Any future alteration or modification of the Facilities within the Public Right-of-way or other property, required, requested, or agreed to by the City, shall be completed without delay and without cost to City.
- 2.10.3 Licensee shall be responsible for all repaving and repair costs occasioned by any settlement or subsidence of any excavations for a period of one (1) year from the date excavations are filled. The City shall have final authority to determine whether settlement or subsidence exists, and whether repairs are needed.
- 2.10.4 All disturbed surfaces shall be restored to their original condition. All loose rock shall be removed. If required by the City, all disturbed surfaces shall be reseeded with seeding mixtures and requirements as reasonably required by

City.

2.10.5 If City should, for any reason, construct, reconstruct, move, or abandon any portion of the City road wherein the Licensee's Facilities are located, Licensee will, when required or requested by the City, move the Facilities without delay and without cost to the City.

2.10.6 Upon request, the Licensee agrees to locate and mark any Facilities being licensed. Costs associated with identifying and locating the Facilities, as may be required from time to time, will be the responsibility of Licensee.

3. Term.

This Agreement shall be in force and effect for an initial term of ten (10) years and shall continue in force and effect thereafter until properly terminated by either Party. Either Party may terminate the Agreement at the end of its initial ten-year term, or at any time thereafter, by giving written notice of its intention to do so no less than one (1) year before the proposed date of termination. Upon termination, all the City's consents to use and occupancy of the Public Rights-of-Way, and Licensee's rights to use and occupy the Public Rights-of-Way are also terminated. Notwithstanding the foregoing, all of Licensee's duties related to use of the Public Rights-of-Way, and its duties to indemnify the City, shall survive termination until the Facilities are removed, or Licensee's obligations terminate by agreement of the Parties. It is understood and agreed that the decision of whether to renew or to terminate this Agreement pursuant to this Section shall be made by those elected officials then in office. Provided, however, nothing in this paragraph is intended to expand or contract any rights that Licensee may have as a matter of Applicable Law to obtain a license from the City.

4. License Fee.

4.1 Compensation for Use of Public Rights-of-Way. The compensation set forth herein is for the use of the Public Rights-of-Way for the provision of Services Licensee may use the Public Rights-of-Way to provide additional services only with the agreement and consent of the City.

4.2 Fee. Licensee shall remit to the City an annual payment of \$9,900.00, which equals \$1,795.00 for a single conduit and \$.1535 per foot, as delineated in the attached Exhibits. The fee prescribed herein shall be paid to the City on or before the 1st day of January of each year the license remains in effect. Payments at the beginning and end of the license shall be prorated. The license fee shall be increased 5% every ten (10) years.

- 4.3 Invoicing. City will remit an invoice to Licensee at least thirty (30) days prior to the license fee due date. Provided, however, City's failure to remit an invoice shall not excuse the payment. The license may not be terminated solely for non-payment. In the event, the City fails to remit an invoice and Licensee fails to make remittance of the annual payment, then Licensee will have thirty (30) days from City's subsequent notice of non-payment to remit the annual payment.
- 4.4 Not Accord or Satisfaction. The acceptance of any payments shall not be treated as an accord or satisfaction. The City may inspect Facilities as necessary to ensure that the fees owed under this Agreement are being paid.
- 4.5 Interest. Interest will be charged on any late payment at the maximum rate permitted under Kansas law, or if there is no such rate, the prime rate charged by the bank the City uses as its main depository, plus 3%.
- 4.6 Not in Lieu The fee specified in this Section 4 is not in lieu of any other license, tax, fee or assessment, which may be imposed under Applicable Law, or in lieu of rents for use or in return for a license to use public property other than the Public Rights-of-Way as herein specified.

5. Work in the Public Rights-of-Way.

- 5.1 No Interference. No Public Rights-of-Way or other public place shall be obstructed longer than necessary for Construction and Maintenance, and once completed, any disturbance associated with the Construction and Maintenance to the Public Rights-of-Way or public place, shall be restored pursuant to Section 2 herein No part of any Public Rights-of-Way, or other public place of the City, including any public drain, sewer, catch basin, water pipe, pavement or other public improvement will be damaged However, should any such damage occur, the Licensee shall repair the same as promptly as possible, and, in default thereof the City may make such repairs and charge the reasonable and actual cost thereof to and collect the same from Licensee. In no event may Facilities be constructed or maintained in a manner that creates a hazardous condition, or a condition that is inconsistent with Applicable Law.
- 5.2 Management of Construction and Maintenance. Without limiting the City's authority under this Agreement or Applicable Law, the City may manage Construction and Maintenance within the Public Rights-of-Way to prevent undue burdens on those Public Rights-of-Way and users of them; and to maximize efficient use of the Public Rights-of-Way. The City may require Licensee to coordinate construction activities with other entities occupying the Public

Rights-of-Way.

5.3 All Work Performed Safely. All work involved in the Construction and Maintenance of the Facilities shall be performed in a safe, thorough, and reliable manner using materials of good and durable quality, The Licensee shall comply with applicable codes and industry standards, as amended from time to time The Licensee shall employ ordinary care at all times and employ commonly accepted methods and devices for the prevention of failures and accidents that are likely to cause damage, injury, or nuisance to the public. In addition, the Licensee shall at its sole cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, and to comply with safety requirements of all permits, licenses, and other forms of approval or authorization Licensee will comply with City requirements for identification of Facilities and for identification of employees, subcontractors, vehicles and equipment when performing work within the Public Rights-of-Way.

5.4 Maintenance.

5.4.1 Licensee shall maintain the Facilities in good condition and in compliance with all Applicable Laws, permits, and Authorizations.

5.4.2 If the City gives Licensee written notice of a failure by Licensee to maintain the Facilities, Licensee shall use its best efforts to remedy such failure. If Licensee defaults in its obligations hereunder, the City may perform the necessary work and charge the reasonable and actual cost thereof to and collect the same from the Licensee.

5.5 Emergency Notification. The Licensee shall provide the City with a twenty-four(24) hour emergency telephone number at which a representative of the Licensee, not voice mail or a recording, can be contacted in the event of an emergency. The Licensee shall respond immediately to address a reported emergency.

5.6 Excavation Notices. Licensee must register its underground Facilities with Kansas One Call.

5.7 Inspection by City. Licensee shall be responsible for verification of location and depth of all City utilities. Licensee's placement of Facilities shall maintain required separation from all City utility crossings as directed by the City. Licensee shall notify City when Licensee's Facilities are exposed and coordinate verification of crossing depth and separation with the City's Engineering Department. Without limiting the foregoing, City shall have commercially reasonable access to inspect any work conducted by Licensee during the Construction and Maintenance of Facilities.

6. Removal Due to Termination or Abandonment.

Following the termination of the License for any reason, or in the event Licensee ceases to operate and abandons any Facilities, Licensee shall within one hundred twenty (120) days, remove such Facilities from the Public Rights-of-Way and restore the Public Rights-of-Way and property to the City in as good condition as it was at the time of Licensee's entry thereon.

7. Required Reports.

7.1 Upon request, the Licensee shall provide City an “as-built” map clearly indicating the location of the Facilities in the Public Rights-of-Way.

7.2 Upon request, and to the extent not expressly required pursuant to this Agreement, Licensee will keep City apprised of the status of any work in the Public Rights-of-Way.

8. Default and Remedies.

8.1 Defaults The following are defaults under this Agreement:

8.1.1 If either party fails to perform or comply with any of the conditions or covenants of this License and such failure continues for a period of thirty (30) calendar days after written notice thereof, unless the performance cannot be reasonably completed within the thirty (30) day period, and the party has commenced good faith efforts to perform and is diligently proceeding to complete performance to the satisfaction of the other party; or

8.1.2 If Licensee fails to pay any sums herein specified when due and does not pay within fifteen (15) calendar days after receipt of written notice of said default; or

8.1.3 Licensee’s acts or omissions create an imminent hazard to persons or properties which Licensee cannot or does not immediately correct.

8.2 Default by Licensee. In the event of default by Licensee as specified in the preceding section, which default has not been cured in any applicable cure period, the City shall have the right to terminate this License, by giving thirty (30) calendar days written notice to Licensee, and in addition may pursue any other remedies available to it at law or equity. The thirty-day notice period shall not constitute an additional cure period.

9. City Termination Right.

City shall also have the right to terminate this Agreement (i) if the City is mandated by law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of the Facilities from the Public Rights-of-Way; or (ii) if Licensee’s Authorizations with respect to the Facilities and/or provision of Service are terminated, revoked, expired, or otherwise abandoned; or (iii) if Licensee fails to maintain its Facilities pursuant to this Agreement; or (iv) in the event Licensee assigns all its rights and obligations hereunder to a surviving corporation or any other entity and the assignee fails to agree to be bound by this Agreement and to accept responsibility for the acts or omissions, known and unknown, of Licensee.

9.2 Nothing in this Agreement, nor the act of entering into this Agreement shall be construed as a limitation of City’s authority to modify or abandon the Public Rights-of-Way the City now has.

10. Indemnification.

Licensee and any agent, contractor, or subcontractor of Licensee, shall defend, indemnify, and hold harmless the City and its 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, payments, and expenses (including reasonable attorneys' fees of City and all other costs and expenses of litigation) asserted by a third party ("Covered Claims") arising from the negligence, or willful misconduct, in connection with the construction, maintenance, repair, presence, use, relocation, transfer, removal or operation by Licensee, or by Licensee's officers, directors, employees, agents, contractors, or subcontractors of Licensee's Facilities, except to the extent the City's negligence or willful misconduct gave rise to such Covered Claims. Licensee further releases City from any liability, claims, demands, actions and/or causes of action, whatsoever arising out of or related to any loss damage, or injury (including death) that may be sustained by Licensee, or Licensee's employees, agents, contractors, or invitees, while exercising the privileges granted by this License Agreement and further, Licensee agrees to hold City harmless from the same.

11. No Consequential Damages.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, LIQUIDATED, PUNITIVE OR SPECIAL DAMAGES OR 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.

12. Municipal Liability Limits.

No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by the City of any applicable state limits on municipal liability or governmental immunity. No indemnification provision contained in this Agreement under which Licensee indemnifies the City shall be construed in any way to limit any other indemnification provision contained in this Agreement.

13. Duty of Competent Supervision and Performance.

The Parties further understand and agree that, in the performance of work under this Agreement, Licensee and its agents, employees, contractors, and subcontractors will work near electrically energized lines, transformers, or other City Facilities. The Parties understand and intend that energy generated, stored, or transported by City Facilities will not be interrupted during the continuance of this Agreement, except in emergencies endangering life or threatening grave personal injury or property. Licensee shall ensure that its 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 the City; and the general public,

from harm or injury while performing work pursuant to this Agreement. In addition, Licensee shall furnish its employees, agents, contractors, and subcontractors' competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. Licensee agrees that in emergency situations in which it may be necessary to de-energize any part of the City's equipment, Licensee 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.

14. Insurance and Performance Bond.

14.1 Insurance. Licensee shall procure and maintain insurance for the duration of this License against any and all claims for bodily injury and for property damage which may in any way arise from, or in connection with, the Construction and Maintenance of Facilities or activities Licensee, its agents, representatives or employees may perform pursuant to this License (the "Work"). Such insurance shall be in the following amounts, which assume that no hazardous materials will be associated with any of the Facilities, and that the Facilities will be of a kind and type regularly installed in the Public Rights-of-Way. The City may require additional insurance if, in the City's reasonable view, the Facilities present additional risks to it, the public or property.

14.2 Minimum Coverages and Limits:

14.2.1 General Liability	\$1,000,000 per occurrence
14.2.2 Automobile Liability	\$1,000,000 per occurrence
14.2.3 Workers' Compensation	Statutory Limits
14.2.4 Employer's Liability	\$500,000/\$500,000/\$500,000

14.3 Certificates. Certificates showing proof of such insurance shall be submitted to City prior to commencement of any work under this license. Further, it shall be an affirmative obligation upon Licensee to advise City thirty (30) days prior notice of cancellation of the insurance or a change in insurance such that the insurance no longer satisfies the requirements of this section, or Applicable Law.

14.4 Endorsements. The General Liability policy is to include City, its officers, officials, and employees as additional insureds as their interest may appear under this agreement excluding Worker's Compensation and Employer's Liability. Such coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

14.5 Prohibited Exclusions. No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Agreement with the City, (2) exclude coverage of liability arising

from excavating, collapse, or underground work, (3) exclude coverage for injuries to City's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by Licensee's contractors or the contractors' employees, or agents.

- 14.6 Workers' Compensation. Licensee shall maintain Workers' Compensation Insurance for all of Licensee's employees who are in any way connected with the Work. Such insurance shall comply with all Applicable Laws and provide a waiver of subrogation against the City, its officers, officials, agents, and employees.
- 14.7 Liability. Licensee and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII and licensed to do business in the State of Kansas, unless otherwise approved by City; and Licensee shall not self-insure in satisfaction of any of the insurance requirements set out herein without the express written consent of City.
- 14.8 Performance Bond or Letter of Credit. Licensee shall, as a material condition of its License Agreement, and prior to the commencement of any Construction and Maintenance, deliver to the City a performance bond or irrevocable letter of credit in the amount of \$50,000, payable to the City to ensure the appropriate and timely performance of Construction and Maintenance and compliance with the obligations of this Agreement. The required performance bond or irrevocable letter of credit must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Kansas, and satisfactory to the City in form and substance, and must be maintained until all obligations to City under this Agreement (including obligations to remove) are satisfied.
- 14.9 Deductible/Self-insurance Retention Amounts. Licensee 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.

15. Assignment or Transfer.

- 15.1 The License, or control of the License or of Facilities within the Public Rights-of-Way may not be assigned or transferred directly or indirectly by any means without the prior written consent of City which consent shall not be unreasonably withheld, conditioned or delayed; if Licensee is in compliance with this Agreement and provided, that the transfer or assignment does not create any additional burden upon the Public Rights-of-Way, or adversely affect the City's interests under this Agreement and License. An assignee or transferee must accept all obligations of the Licensee, and responsibility for all acts and omissions of License known and unknown, if the transaction results in a change in Licensee.
- 15.2 Notwithstanding the foregoing, to allow for internal restructuring, Licensee shall have the right to assign this License and all rights and obligations accorded Licensee to a wholly-owned subsidiary or a parent entity of Licensee (each, a "Permitted Assignee") without the prior written consent of City, provided that the change is not part of a transaction that

results in a change of control of the ultimate parent of Licensee as of the Effective Date, or an assignment or assets to an entity that is not under the control and ownership of the entity that is the ultimate parent of Licensee as of the Effective Date. In the event Licensee assigns his License to a Permitted Assignee, Licensee shall provide the City with written notice of such assignment within thirty (30) days of such assignment, and the assignee must, by that date, agree to be bound by this Agreement, to accept responsibility for all acts and omissions of the Licensee known and unknown. Notwithstanding the foregoing, Licensee may assign all its rights and obligations hereunder to the surviving corporation into which Licensee may merge or consolidate, or to any entity to which Licensee transfers all, or substantially all, of its business and assets.

16. Failure to Enforce.

Failure of the City or Licensee 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.

17. Receivership, Foreclosure or Act of Bankruptcy.

- 17.1 The License granted hereunder to Licensee shall, at the option of the City, cease and terminate one hundred twenty (120) days after the filing of bankruptcy or the appointment of a receiver or receivers or trustee or trustees to take over and conduct the business of Licensee 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.
- 17.2 In the case of foreclosure or other judicial sale of Licensee's Facilities, or any part thereof, including or excluding this Agreement, the City may serve notice of termination upon Licensee 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:
- 17.3 The City shall have approved the transfer of this Agreement to the successful bidder, as and in the manner in this Agreement provided; and
- 17.4 Such successful bidder shall have covenanted and agreed with the City to assume and be bound by all the terms and conditions to this Agreement.

18. Notices.

- 18.1 All notices, requests, demands, and other communications hereunder which are required to be in writing shall be deemed given if personally delivered or sent to the following

addresses by certified mail, return receipt requested; or by an overnight delivery service providing proof of delivery:

City:

City of Coffeyville
City Clerk's Office
PO. Box 1629
Coffeyville, KS 67337

With a copy to:
City of Coffeyville
Engineering Department
P.O. Box 1629
Coffeyville, KS 67337
Attention: Thomas Osborn

Licensee:

Bluebird Network
ATTN: Chief Executive Officer
2005 W. Broadway, Building A, Suite 215
Columbia, MO 65203

With a copy to:

Bluebird Network
ATTN: Director, Business Development
800 NW Chipman Road, Suite 5750
Lee's Summit, MO 64063

All invoicing to Licensee may be made to the following address:

Bluebird Network
ATTN: Accounts Payable
2005 W. Broadway, Bldg. A, Ste 215
Columbia, Missouri 65203

- 18.2 The above notwithstanding the parties may agree to utilize electronic communications such as, for NJUNS notifications, as well as email for notifications related to the Permits application and approval process and necessary transfer or pole modifications.

- 18.3 Licensee will maintain a staffed 24-hour emergency telephone number, not available to the general public, where the City can contact Licensee to report damage to Licensee's Facilities or other situations requiring immediate communications between the Parties. Such contact person shall be qualified and able to respond to the City's concerns and requests regarding this Agreement. Failure to maintain an emergency contact shall subject Licensee to a penalty of \$100 per incident and shall eliminate the City's liability to Licensee for any actions the City deems reasonably necessary given the specific circumstances.

19. Miscellaneous.

- 19.1 Materials and Claims. All materials furnished for any work done in the License Area by Licensee shall be at Licensee's sole cost and expense. Licensee agrees to protect the Facilities installed in the Public Rights-of-Way and property of the City, and City, from all claims of contractors, laborers and material men pertaining to such work. Licensee shall promptly pay all contractors and materialmen furnishing labor, materials or services with any respect to any work performed by or on behalf of Licensee in the Public Rights-of-Way and property of the City, so as to minimize the possibility of a lien attaching to the any property of the City or the Facilities in the Public Rights-of-Way. Should any such lien be made or filed by reason of such work performed by or on behalf of Licensee, Licensee shall cause the same to be discharged and released of record by bond or otherwise within thirty (30) days after written request by City.
- 19.3 Entire Agreement. This Agreement contains the entire agreement and understanding between the City and Licensee related to the License, and supersedes all prior or contemporaneous proposals, negotiations, agreements, and understandings, if any, related to the subject matter hereof.
- 19.4 Modification. This Agreement shall not be modified or amended except by written instrument executed by the City and Licensee, or its successors, transfers, heirs or assigns.
- 19.5 Force Majeure. If either City or Licensee is prevented or delayed from fulfilling any term or provision of this Agreement by reason of 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, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the party delayed in performing the acts required by the Agreement, 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.
- 19.6 Choice of Law. This Agreement, the performance hereunder, and all suits and special proceedings hereunder shall be interpreted according to the laws of the State of Kansas, and Licensee hereby consents to the personal jurisdiction of the Courts of Kansas with regard to any matter related to this Agreement or the use of the license granted hereby. Venue will only lie in a State Court within Montgomery County, Kansas, unless such venue is not available or appropriate as a matter of law.

- 19.7 Change in Law and Severability. If any provision or portion of this Agreement is or becomes invalid under any Applicable Law 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. If, as a result of a change in law by statute, rule, ruling or otherwise, the total compensation to the City arising as a result of Licensee's occupation of the Public Rights-of-Way is materially reduced, the Parties agree to negotiate in good faith to amend this Agreement to ensure that total compensation to the City remains substantially comparable, to the extent permitted under applicable law.
- 19.8 Construction. This Agreement has been negotiated between the parties and their respective counsel, and the parties agree that no provision shall be construed against the drafter.
- 19.9 Licensee hereby accepts this license, subject to the terms and conditions contained herein, and subject to any requirements or limitations of law, now or in the future, which may restrict the use or enjoyment of this license.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

[Remainder of this page left blank Signature pages follow.]

CITY OF COFFEYVILLE, KANSAS

Paul Bauer, Mayor

Attest:

Melissa Carter, City Clerk

[Signatures continue on following page.]

BLUEBIRD

By: Michael C. Morey

Printed Name: Michael C. Morey

Title: President & CEO

Attest:

Secretary

ACKNOWLEDGEMENT

STATE OF KANSAS

COUNTY OF MONTGOMERY

On this ____ day of _____, 20__, before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Paul Bauer and Melissa Carter, who, being duly sworn according to law, acknowledged they are the Mayor and City Clerk of the City of Coffeyville, Kansas, and that as such Mayor and City Clerk, being authorized to do so, executed the License Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

Notary Public

My Appointment Expires:

ACKNOWLEDGEMENT

STATE OF Missouri
COUNTY OF St. Louis

On this 14th day of January 2021 before me, the undersigned authority, a Notary Public in and for said County, personally appeared Michael Morey and _____, who, being duly sworn according to law, acknowledged they are the President and _____ of Bluebird Network (Bluebird) and that as such President and _____, being authorized to do so, executed the License Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

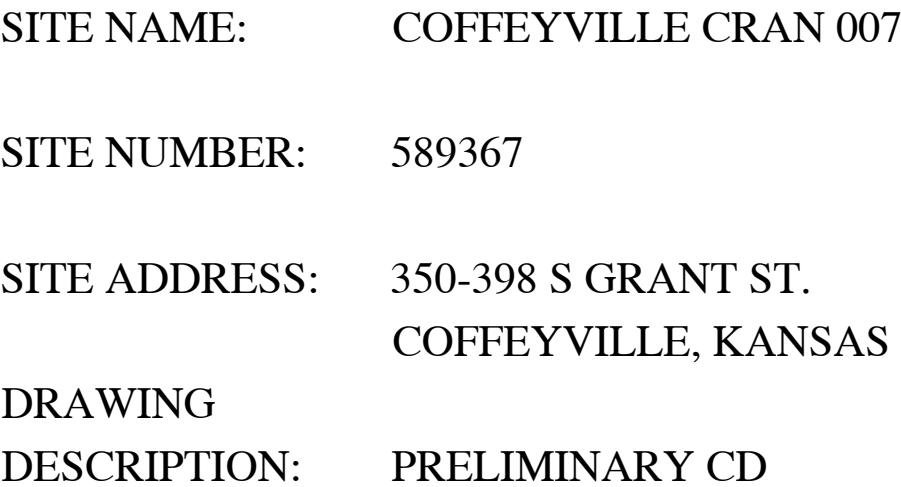


HEATHER SHAVER
My Commission Expires
February 4, 2024
St. Louis County
Commission #20384124

Heather Shaver
Notary Public

My Appointment Expires:

February 4, 2024



STAMP:	
ENGINEERING LICENSE:	
STATE OF <u>KANSAS</u>	
PE CERTIFICATE OF AUTHORIZATION # _____	
ENGINEER:	RELATIVE LINE:
NRK NICHOLAS R. KUEHN	CIVIL
KMY KEVIN M. VAUGHAN	CIVIL
REJ ROBERT J. JOHNSON	CIVIL
	18096
SDK STEPHEN D. SLING	ELECTRICAL
TMS TERRY L. M. SUPER	ELECTRICAL
	9250

CCC
mm

PLANS PREPARED FOR:																																							
																																							
PLANS PREPARED BY: 7171 West 95th Street, Suite 600 Overland Park, Kansas 66212 Phone: 913-438-7700 Fax: 913-438-7777																																							
DRAWING NOTICE: THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LENT TO THE BORROWER FOR THEIR CONFIDENTIAL USE ONLY, AND IN CONSIDERATION OF THE LOAN OF THIS DRAWING, THE BORROWER PROMISES AND AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.																																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">SUBMITTALS:</th> <th style="width: 15%;">DESCRIPTION</th> <th style="width: 15%;">DATE</th> <th style="width: 10%;">BY</th> <th style="width: 10%;">REV</th> </tr> </thead> <tbody> <tr> <td></td> <td>ISSUED FOR REVIEW</td> <td>05/29/20</td> <td>DSL</td> <td>A</td> </tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>					SUBMITTALS:	DESCRIPTION	DATE	BY	REV		ISSUED FOR REVIEW	05/29/20	DSL	A																									
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NODE NUMBER: CRAN 007		SITE NUMBER: 589367																																					
SITE ADDRESS: 350-398 S GRANT ST. COFFEYVILLE, KANSAS 67337																																							
SHEET DESCRIPTION: TITLE SHEET		SHEET #: T-1																																					

ELECTRICAL

1. ALL EQUIPMENT SHALL BE UL APPROVED.
2. CONTRACTOR SHALL REVIEW THE CONTRACT DOCUMENTS PRIOR TO ORDERING THE ELECTRICAL EQUIPMENT AND STARTING THE ACTUAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE ARCHITECT/ENGINEER LISTING ANY DISCREPANCIES OR CONFLICTING INFORMATION.
3. ELECTRICAL PLANS, DETAILS AND DIAGRAMS ARE DIAGRAMMATIC ONLY. VERIFY EXACT LOCATIONS AND MOUNTING HEIGHTS OR ELECTRICAL EQUIPMENT WITH OWNER PRIOR TO INSTALLATION.
4. EACH CONDUCTOR OF EVERY SYSTEM SHALL BE PERMANENTLY TAGGED IN EACH PANELBOARD, PULLBOX, JUNCTION BOX, SWITCH BOX, ETC. THE TYPE OF TAGGING METHODS SHALL BE IN COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (O.S.H.A.)
5. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN GOOD WORKING CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. MATERIALS SHALL BE LISTED "U.L." WHERE APPLICABLE. MATERIALS SHALL MEET WITH APPROVAL OF ALL GOVERNING BODIES HAVING JURISDICTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA, NBFU AND "U.L." LISTED.
6. ALL CONDUIT SHALL HAVE A PULL CORD.
7. PROVIDE PROJECT MANAGER WITH ONE SET OF COMPLETE ELECTRICAL "AS INSTALLED" DRAWINGS AT THE COMPLETION OF THE JOB, SHOWING ACTUAL DIMENSIONS, ROUTINGS, AND CIRCUITS.
8. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED, AND A MINIMUM OF 10,000 A.I.C.
9. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY IBC, NEC AND ALL APPLICABLE CODES.
10. PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.
11. PLASTIC PLATES FOR ALL SWITCHES, RECEPTACLES, TELEPHONE AND BLANKED OUTLETS SHALL HAVE ENGRAVED LETTERING WHERE INDICATED ON THE DRAWINGS. WEATHERPROOF RECEPTACLES SHALL HAVE SIERRA #WPD-8 LIFT COVER PLATES.

SERVICE AND DISTRIBUTION

1. ALL EQUIPMENT SHALL BE UL APPROVED.
2. REFER TO SITE UTILITY COORDINATION PLAN FOR WIRE & CABLE CONDUCTOR REQUIREMENTS FOR NEW SECONDARY CELL SERVICE
3. METER SOCKET AMPERES, VOLTAGE, NUMBER OF PHASES SHALL BE NOTED ON THE DRAWINGS. MANUFACTURED BY MILBANK OR APPROVED EQUAL, AND SHALL BE UTILITY COMPANY APPROVED.
4. CONDUIT:
- A. SDR 13.5 HDPE AND SHALL BE USED WHEN INSTALLED IN OR UNDER CONCRETE SLABS, IN CONTACT WITH THE EARTH, UNDER PUBLIC ROADWAYS, IN MASONRY WALLS OR EXPOSED ON BUILDING EXTERIOR. RIGID CONDUIT IN CONTACT WITH EARTH SHALL BE 1/2 LAPPED WRAPPED WITH HUNTS WRAP PROCESS NO. 3.
- B. FLEXIBLE METALLIC CONDUIT SHALL HAVE U.L. LISTED LABEL AND MAY BE USED WHERE PERMITTED BY CODE. FITTINGS SHALL BE "JAKE" OR "SQUEEZE" TYPE. ALL FLEXIBLE CONDUITS SHALL HAVE FULL LENGTH GROUND WIRE.
- C. NONMETALLIC CONDUIT AND FITTINGS SHALL BE SCHEDULE 40 PVC, HEAVY-WALL RIGID WITH SOLVENT-CEMENT-TYPE JOINTS AS RECOMMENDED BY THE MANUFACTURER.
- D. IT IS REQUIRED AND WILL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR TO NOTIFY 811 OR OTHER SUCH UTILITY LOCATING AGENCY 3 DAYS BEFORE DIGGING.
4. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOKUP COSTS ARE TO BE PAID BY THE CONTRACTOR.
5. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT ENGRAVED PLASTIC LABELS WITH WHITE ON BLUE BACKGROUND LETTERING (MINIMUM LETTER HEIGHT SHALL BE ONE FOURTH INCH (1/4"). NAMEPLATES SHALL BE FASTENED WITH STAINLESS STEEL SCREWS, NOT ADHESIVE.
6. UPON COMPLETION OF WORK, CONTINUITY, SHORT CIRCUIT, AND FALL POTENTIAL GROUNDING TESTS BY AN INDEPENDENT TESTING SERVICE ENGAGED BY THE CONTRACTOR SHALL BE SUBMITTED FOR

APPROVAL. SUBMIT TEST REPORTS TO PROJECT MANAGER. CLEAN PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK IN A COMPLETE AND UNDAMAGED CONDITION.

7. GROUNDING ELECTRODE SYSTEM

- A. PREPARATION
1. SURFACE PREPARATION: ALL CONNECTIONS SHALL BE MADE TO BARE METAL. ALL PAINTED SURFACES SHALL BE FIELD INSPECTED AND MODIFIED TO ENSURE PROPER CONTACT. NO WASHERS ARE ALLOWED BETWEEN THE ITEMS BEING GROUNDED. ALL CONNECTIONS ARE TO HAVE A NON-OXIDIZING AGENT APPLIED PRIOR TO INSTALLATION.
8. IF CONDUCTORS MUST RUN THROUGH CONDUIT, BOTH ENDS OF CONDUIT SHALL BE GROUNDED. SEAL BOTH ENDS OF CONDUIT WITH SILICONE CAULK.
- A. EXTERNAL CONNECTIONS
9. ALL BURIED GROUNDING CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC WELD PROCESS. CONNECTIONS SHALL INCLUDE ALL CABLE TO CABLE, SPLICES, TEE'S, CROSSES, ETC. ALL CABLE TO GROUND RODS, GROUND ROD SPLICES AND LIGHTNING PROTECTION SYSTEMS ARE TO BE AS INDICATED. ALL MATERIALS USED (MOLDS, WELDING METAL, TOOLS, ETC.) SHALL BE BY "ULTRAWELD" AND INSTALLED PER MANUFACTURER'S RECOMMENDED PROCEDURES.
10. ALL ABOVE GRADE GROUNDING AND BONDING CONDUCTORS SHALL BE CONNECTED BY TWO HOLE CRIMP TYPE (COMPRESSION) CONNECTIONS (EXCEPT FOR THE ACEG AND GROUND ROD). MECHANICAL CONNECTIONS, FITTINGS OR CONNECTIONS THAT DEPEND SOLELY ON SOLDER SHALL NOT BE USED. ALL CABLE TO CABLE CONNECTIONS SHALL BE HIGH PRESSURE DOUBLE CRIMP TYPE CONNECTIONS. CONNECTIONS TO STRUCTURAL STEEL SHALL BE EXOTHERMIC WELDS.
- A. GROUND RODS: ALL GROUND RODS SHALL BE 5/8-INCH DIAMETER X 10'-0" LONG "COPPERWELD" OR APPROVED EQUAL, OF THE NUMBER AND LOCATIONS INDICATED. GROUND RODS SHALL BE DRIVEN FULL LENGTH VERTICAL IN UNDISTURBED EARTH.
- B. GROUND CONDUCTORS: ALL GROUND CONDUCTORS SHALL BE STANDARD TINNED SOLID BARE COPPER ANNEALED, AND OF SIZE INDICATED ON DRAWINGS UNLESS OTHERWISE NOTED.
- C. LUGS
11. LUGS SHALL BE 2-HOLE, LONG BARREL, STRAND COPPER UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS. LUGS SHALL BE THOMAS AND BETTS SERIES #54____BE OR EQUIVALENT

A.	535 MCM DLO	54880BE
B.	262 MCM DLO	54872BE
C.	#1/0 DLO	54862BE
D.	#4/0 THWN AND BARE	54866BE
E.	#2/0 THWN	54862BE
F.	#2 THHN	54207BE
G.	#6 DLO	54205BE

12. WHEN THE DIRECTION OF THE CONDUCTOR MUST CHANGE, IT SHALL BE DONE GRADUALLY. THE CURVATURE OF THE TURN SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING CHART:

	BENDING GROUNDING CONDUCTOR SIZE	MINIMUM
		RADIUS
INCHES	NO. 6 AWG TO NO. 4 AWG	6 INCHES
	NO. 2 AWG TO NO 1/0 AWG	8 INCHES
	NO. 2/0 AWG TO 4/0 AWG	12
	NO. 250 MCM TO 750 MCM	24 INCHES

13. GROUNDING RESISTANCE TEST REPORT: UPON COMPLETION OF THE TESTING FOR EACH SITE, A TEST REPORT SHOWING RESISTANCE IN OHMS MUST BE SUBMITTED. TWO (2) SETS OF TEST DOCUMENTS FROM THE INDEPENDENT TESTING SERVICE ARE TO BE BOUND AND SUBMITTED WITHIN ONE (1) WEEK OF WORK COMPLETION.

POLES, POSTS, AND STANDARDS
(SINGLE MAST AND SELF SUPPORTING TOWERS)

14. GENERAL

- A. LIGHTNING ROD AND EXTENSION PIPE INCLUDING ALL APPURTENANCES, TO BE FURNISHED BY OWNER, IF REQUIRED.
- B. GROUNDING: GROUND METAL POLES WITH A MINIMUM OF #6 AWG TINNED SOLID BARE COPPER CONDUCTOR CADWELDED TO TOWER BASE PLATE.

TELECOMMUNICATIONS WIRING COMPONENTS
(COAXIAL ANTENNA CABLE)

15. GENERAL

- A. ALL MATERIALS, PRODUCTS OR PROCEDURES INCORPORATED INTO WORK SHALL BE NEW AND OF STANDARD COMMERCIAL QUALITY.
- B. ALL MATERIALS AND PRODUCTS SPECIFIED IN THE CONTRACT DOCUMENTS SHALL BE SUPPLIED BY THE CONTRACTOR UNLESS NOTED OTHERWISE.

16. MATERIALS:

- A. COAXIAL CABLE:
1. INSTALL COAXIAL CABLE AND TERMINATIONS BETWEEN ANTENNAS AND EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS WITH COAXIAL CABLES SUPPORTED AT NO MORE THAN 3'-0" O.C. WEATHERPROOF ALL CONNECTORS BETWEEN THE ANTENNA AND EQUIPMENT PER MANUFACTURER'S REQUIREMENTS. TERMINATE ALL COAXIAL CABLE THREE FEET (3') IN EXCESS OF EQUIPMENT LOCATION UNLESS OTHERWISE STATED.
2. LENGTHS LESS THAN OR EQUAL TO 100 FEET SHALL BE 7/8".

17. ANTENNA AND COAXIAL CABLE GROUNDING

- A. ALL COAXIAL CABLE GROUNDING KITS ARE TO BE INSTALLED ON STRAIGHT RUNS OF COAXIAL CABLE (NOT WITHIN BENDS)

18. COAXIAL CABLE IDENTIFICATION

- A. TO PROVIDE EASY IDENTIFICATION AND UNIFORM MARKING OF ANTENNA CABLING, PLASTIC TAGS SHALL BE USED AT THE FOLLOWING LOCATIONS:
1. FIRST LOCATION IS AT THE END OF THE COAX NEAREST THE ANTENNA (WHERE THE COAXIAL CABLE AND JUMPER ARE CONNECTED).
2. SECOND LOCATION IS AT END OF THE COAX NEAREST THE EQUIPMENT.
- B. USE ANDREW CABLE TIES (PT.# 27290) TO SECURE IDENTIFICATION TAGS.
1. TESTING: LESSEE SHALL PROVIDE AN INDEPENDENT TESTING AGENCY TO PERFORM THE COAXIAL SWEEP TEST & REPORT. THE CONTRACTOR IS TO PROVIDE ONE CLIMBER/QUALIFIED PERSONNEL TO ASSIST IN ANY REPAIRS AND WEATHERPROOFING ONCE THE TEST IS COMPLETE. THE CONTRACTOR IS TO PROVIDE LESSEE WITH A MINIMUM OF 48 HOURS NOTICE PRIOR TO THE TIME OF THE SWEEP TEST.

STAMP:

ENGINEERING LICENSE:

STATE OF KANSAS			
PE CERTIFICATE OF AUTHORIZATION #54862BE			
ENGINEER:	DATE:	EXPIRATION DATE:	
NRK NICHOLAS R. KUEHL	05/29/20	05/29/2025	
KMV KEVIN M. VAN HORN	05/29/20	05/29/2025	
REJ ROBERT J. REYNOLDS	05/29/20	05/29/2025	
SDK STEPHEN D. KESSLING	05/29/20	05/29/2025	
TMS THOMAS M. SUPER	05/29/20	05/29/2025	
		CIVIL	COC
		CIVIL	CIV
		ELECTRICAL	E

PLANS PREPARED FOR:



PLANS PREPARED BY:



7171 West 95th Street, Suite 600
Overland Park, Kansas 66212
Phone: 913-438-7700
Fax: 913-438-7777

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SUBMITTALS:

DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	05/29/20	DSL	A

SITE NAME:

COFFEYVILLE CRAN 007

NODE NUMBER:

CRAN 007

SITE NUMBER:

589367

SITE ADDRESS:

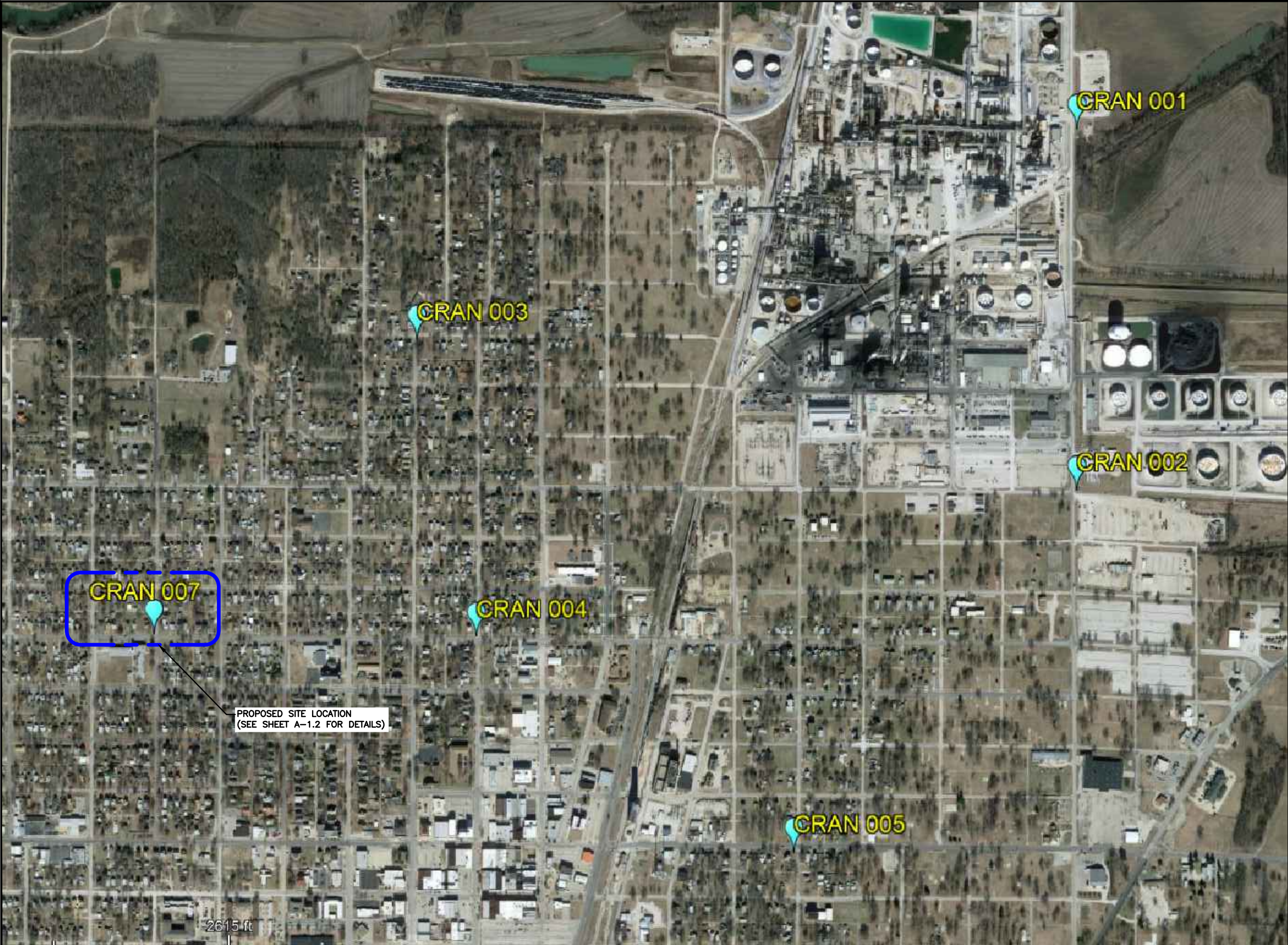
350-398 S GRANT ST.
COFFEYVILLE, KANSAS
67337

SHEET DESCRIPTION:

GENERAL NOTES
(3 OF 3)

SHEET #:

GN-1.2



OVERALL NODE LOCATIONS

STAMP:

ENGINEERING LICENSE:
STATE OF KANSAS
PE CERTIFICATE OF AUTHORIZATION #5
ENGINEER:
NRK NICHOLAS R. KUIPERS CIVIL
KMV KEVIN M. VAN DER KAMM CIVIL
REJ ROBERT J. REISER CIVIL
SDK STEPHEN D. KESLING 13654 ELECTRICAL
TMS TERRY M. SUPER 9250 ELECTRICAL

PRELIMINARY ISSUE

PLANS PREPARED FOR:

 **U.S. Cellular**

PLANS PREPARED BY:

 **SSC** 7171 West 95th Street, Suite 600
Overland Park, Kansas 66212
Phone: 913-438-7700
Fax: 913-438-7777

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SUBMITTALS:		DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW			05/29/20	DSL	A

SITE NAME:

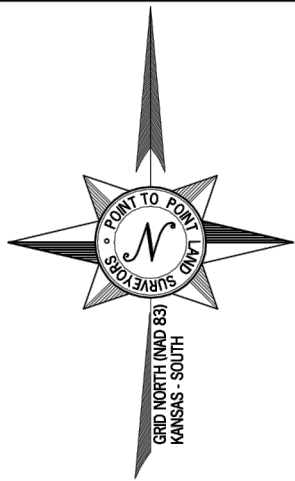
COFFEYVILLE CRAN 007

NODE NUMBER:	SITE NUMBER:
CRAN 007	589367

SITE ADDRESS:

350-398 S GRANT ST.
COFFEYVILLE, KANSAS
67337

SHEET DESCRIPTION:	SHEET #:
NODE MAP	A-1.0



SITE INFORMATION

LATITUDE = 37°02'25.39" (NAD 83) (37.040386°)
LONGITUDE = -95°37'32.10" (NAD 83) (-95.625583°)
AT CENTER OF EXISTING UTILITY POLE

ELEVATION AT CENTER OF EXISTING UTILITY POLE = 745.2' A.M.S.L.



GPS NOTES

THE FOLLOWING GPS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:

POSITIONAL ACCURACY: 0.04 FEET (HORZ) 0.09 FEET (VERT)
TYPE OF EQUIPMENT: GEOMAX ZENITH35 PRO BASE AND ROVER, DUAL FREQUENCY
TYPE OF GPS FIELD PROCEDURE: ONLINE POSITION USER INTERFACE
DATES OF SURVEY: 4/21/2020
DATUM / EPOCH: NAD_83(2011)(EPOCH:2010.0000)
PUBLISHED / FIXED CONTROL USE: N/A
GEOID MODEL: 18
COMBINED GRID FACTOR(S): 1.00002115
CONVERGENCE ANGLE: 01°45'59.41"
BENCHMARKS USED: DL6014, DN6071, DE8101, DK6487, DM4686, DM4682, DG9769, DK6493, DM3515



VICINITY MAP

NOT TO SCALE

GENERAL NOTES

* THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF US CELLULAR CORPORATION. INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

THIS SPECIFIC PURPOSE SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHTS-OF-WAY NOT SHOWN HEREON.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC & GEOMAX ZENITH 35 [DATE OF LAST FIELD VISIT: 04/21/2020]

BEARINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON GRID NORTH (NAD 83) KANSAS SOUTH ZONE.

PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X (AREA OF MINIMAL FLOOD HAZARD HAZARD). COMMUNITY PANEL NO.: 20125C0370D DATED: 06/20/2019

NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

LEGEND

WM WATER METER
WV WATER VALVE
IPS IRON PIN SET
IPF IRON PIN FOUND
CMF CONCRETE MONUMENT FOUND
UP UTILITY POLE
UGW UNDERGROUND WATER
MH MANHOLE
HH HANDHOLE
INV INVERT
UGG UNDERGROUND GAS
EP EDGE OF PAVEMENT
BC BACK OF CURB
OU OVERHEAD UTILITY
GW GUY WIRE ANCHOR
N/F NOW OR FORMERLY
CLF CHAIN LINK FENCE
R/W RIGHT-OF-WAY

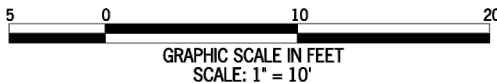
SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND THAT ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

DATE: 04/24/2020

G. DARRELL TAYLOR
KANSAS PROFESSIONAL LAND SURVEYOR # 1660

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.



MEMBERS NOTIFIED

(PER TICKET #: 20137841)

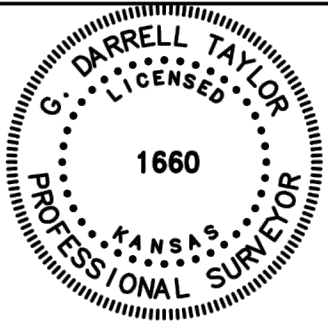
1. ATMOS ENERGY
2. ATT DISTRIBUTION
3. CITY OF COFFEYVILLE

SURVEYOR'S NOTES

ALL PRIVATE UTILITY INFORMATION WAS PROVIDED BY 811 (USIC) AND ARE APPROXIMATE BASED ON FIELD LOCATED PAINT MARKS.



Know what's below.
Call before you dig.



NO.	DATE	REVISION

* SPECIFIC PURPOSE SURVEY PREPARED BY:
POINT TO POINT LAND SURVEYORS
COA Number: LS-329
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(p) 678.565.4440 (f) 678.565.4497
(w) p2pls.com



SPECIFIC PURPOSE SURVEY PREPARED FOR:



U.S. CELLULAR CORPORATION
8410 W. BRYN MAWR AVE
CHICAGO, IL 60631-3486

589351-G COFFEYVILLE CRAN 7

SECTION 35,
TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF COFFEYVILLE,
MONTGOMERY COUNTY, KANSAS

DRAWN BY: BDM

CHECKED BY:JKL

APPROVED: D. MILLER

DATE: APRIL 24, 2020

P2P JOB #: 200726KS

SHEET:

1

OF 1

E:\Dropbox (Point To Point)\P2P Current Jobs\2020\200726KS-589351-G Coffeyville CRAN 7\200726KS.dwg

NOTE:
UTILITY PLAN
TO BE ADDED

STAMP:

ENGINEERING LICENSE:
STATE OF KANSAS
PE CERTIFICATE OF AUTHORIZATION #5
ENGINEER:
NRK NICHOLAS R. KUEHN 13654 CIVIL
KMV KEVIN M. VAN 13654 CIVIL
REJ ROBERT J. 16096 CIVIL
SDK S. 13654 ELECTRICAL
TMS T. M. SUPER 9250 ELECTRICAL

PLANS PREPARED FOR:



PLANS PREPARED BY:



7171 West 95th Street, Suite 600
Overland Park, Kansas 66212
Phone: 913-438-7700
Fax: 913-438-7777

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SUBMITTALS:		DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW			05/29/20	DSL	A

SITE NAME:

COFFEYVILLE CRAN 007

NODE NUMBER:	SITE NUMBER:
CRAN 007	589367

SITE ADDRESS:

350-398 S GRANT ST.
COFFEYVILLE, KANSAS
67337

SHEET DESCRIPTION:	SHEET #:
REFERENCE ELECTRICAL COORDINATION	A-1.1

NOTE:
THIS SITE PLAN WAS GENERATED WITHOUT
THE USE OF A SURVEY. PROPERTY LINES,
DIMENSIONS, POWER & TELCO UTILITY POINT
CONNECTIONS/ROUTES AND EASEMENTS
SHOWN ON THESE PLANS ARE ESTIMATED.

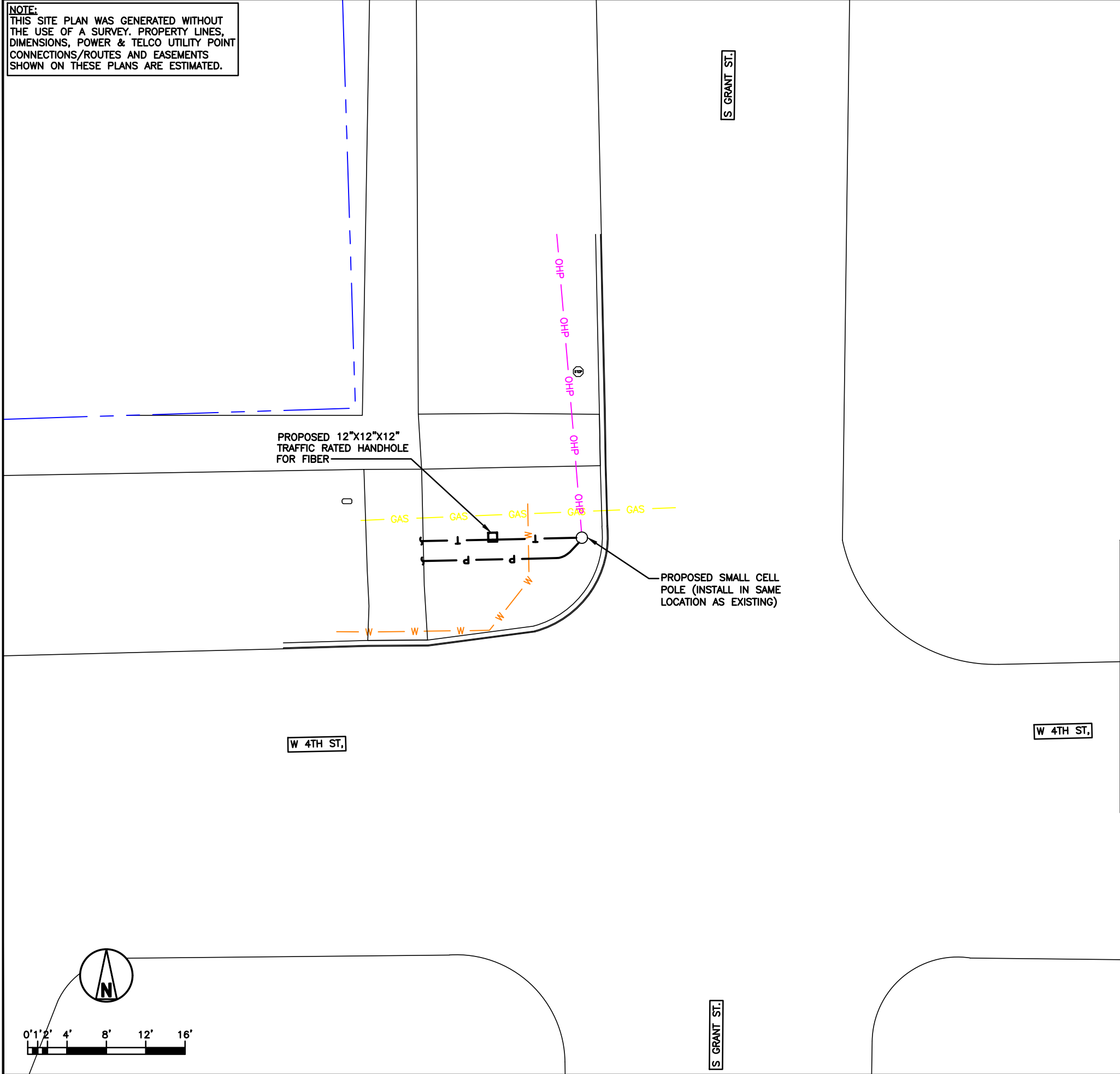


EXHIBIT PHOTO (LOOKING EAST)

2

LINETYPE LEGEND:

 EXISTING R.O.W.
 OHP  OHP EXISTING OVERHEAD POWER
 P  P EXISTING UNDERGROUND STREETLIGHT POWER
 P  P PROPOSED SMALL CELL POWER
 T  T PROPOSED SMALL CELL TELCO/FIBER
 P  P NEW UNDERGROUND STREETLIGHT POWER
 P  P EXISTING UNDERGROUND COMMERCIAL/RESIDENTIAL POWER
 T  T EXISTING UNDERGROUND TELCO/FIBER
 GAS  GAS EXISTING UNDERGROUND NATURAL GAS
 W  W EXISTING UNDERGROUND WATER LINE

■ STAMP:

ENGINEERING LICENSE:STATE OF KANSAS

PE CERTIFICATE OF AUTHORIZATION #F

ENGINEER: _____

NRK NICHOLAS R. KLEIN CIVIL

RMV REVIN M. VAN 05 CIVIL
REI ROBERT 16096 CIVIL

SDK 8 1/2" DRILLING 13654 ELECTRICAL

TMS TERN M. SUPER 9250 ELECTRICAL

PLANS PREPARED FOR:



PLANS PREPARED BY:



7171 West 95th Street, Suite 600
Overland Park, Kansas 66212
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ISSUED FOR REVIEW	05/29/20	DSL	A

SITE NAME:

COFFEYVILLE CRAN 007

■ NODE NUMBER:

CRAN 007

SITE NUMBER:

589367

■ SITE ADDRESS:

350-398 S GRANT ST.
COFFEYVILLE, KANSAS
67337

SHEET DESCRIPTION:

SITE PLAN

SHEET #:

A-1.2

NOTES

1. TRAFFIC SIGNS AND OTHER TRAFFIC WARNING ITEMS TO BE IN COMPLIANCE WITH KANSAS TRAFFIC CONTROL STANDARDS.
2. DISTANCE BETWEEN TRAFFIC WARNING ITEMS ARE APPROXIMATE. CONTRACTOR TO ADJUST ACCORDING TO FIELD CONDITIONS.
3. TRAFFIC CONTROL SHALL REMAIN IN PLACE ONLY AS LONG AS NEEDED.
4. CONTRACTOR TO CLOSE SIDEWALKS AS NECESSARY.

NOTE:

THIS SITE PLAN WAS GENERATED WITHOUT THE USE OF A SURVEY.

LEGEND:

- ← DIRECTION OF TRAFFIC
- TRAFFIC CONE/DRUM
- WARNING SIGN
- FLAGGER

STAMP:

ENGINEERING LICENSE:

STATE OF KANSAS
PE CERTIFICATE OF AUTHORIZATION #5
ENGINEER:
NRK NICHOLAS R. KUEHLER CIVIL
KMV KEVIN M. VAN DER KAM CIVIL
REJ ROBERT J. REISER CIVIL
SDK S. D. K. SUPER 13654 ELECTRICAL
TMS T. M. SUPER 9250 ELECTRICAL

PRELIMINARY ISSUE

PLANS PREPARED FOR:

U.S. Cellular

PLANS PREPARED BY:

SSC 7171 West 95th Street, Suite 600
Overland Park, Kansas 66212
Phone: 913-438-7700
Fax: 913-438-7777

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SUBMITTALS:

DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	05/29/20	DSL	A

SITE NAME:

COFFEYVILLE CRAN 007

NODE NUMBER:

CRAN 007

SITE NUMBER:

589367

SITE ADDRESS:

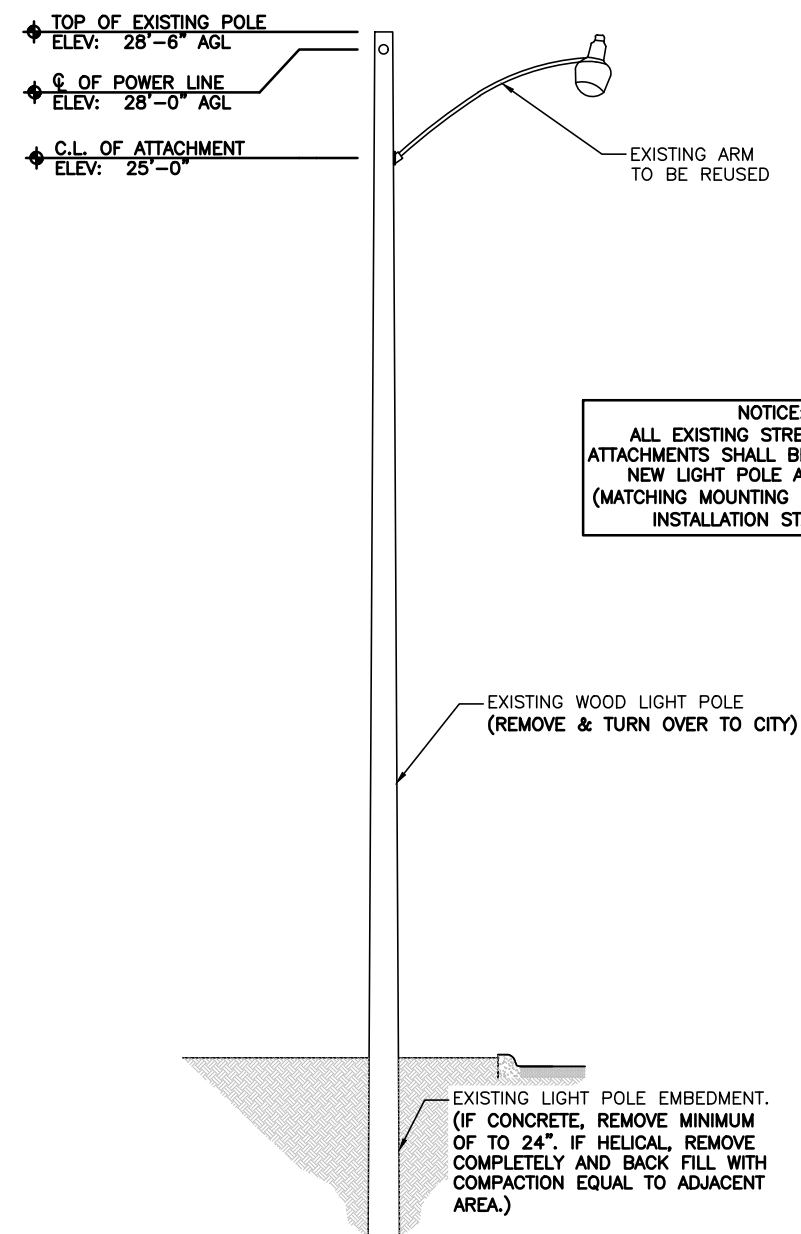
350-398 S GRANT ST.
COFFEYVILLE, KANSAS
67337

SHEET DESCRIPTION:

TRAFFIC
CONTROL PLAN

SHEET #:

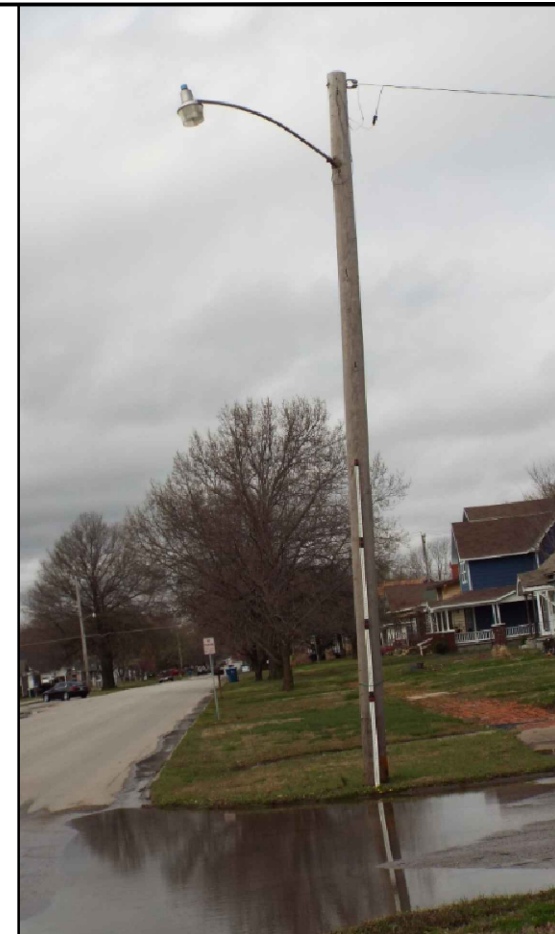
A-1.3



NOTICE:
ALL EXISTING STREET SIGNS /
ATTACHMENTS SHALL BE RELOCATED TO
NEW LIGHT POLE AS REQUIRED
(MATCHING MOUNTING HEIGHTS & CITY
INSTALLATION STANDARDS)

—EXISTING WOOD LIGHT POLE
(REMOVE & TURN OVER TO CITY)

— EXISTING LIGHT POLE EMBEDMENT.
(IF CONCRETE, REMOVE MINIMUM
OF TO 24". IF HELICAL, REMOVE
COMPLETELY AND BACK FILL WITH
COMPACTION EQUAL TO ADJACENT
AREA.)



STAMP: -

ENGINEERING LICENSE:

STATE OF KANSAS

PE CERTIFICATE OF AUTHORIZATION #E

ENGINEER:

NRK NICHOLAS R. KUFFNER

KMV KEVIN M. VAN MATRONE 05
REJ ROBERT J. 16096

SDK	13654
-----	-------

SDR	5	1000	1000
TMS	TER	1000	1000

PLANS PREPARED FOR:



PLANS PREPARED BY:—



7171 West 95th Street, Suite 600
Overland Park, Kansas 66212
Phone: 913-438-7700
Fax: 913-438-7777

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	ISSUED FOR REVIEW	05/29/20	DSL	A

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COFFEYVILLE CRAN 007

■ NODE NUMBER:

CRAN 007

SITE NUMBER:

589367

SITE ADDRESS:

350-398 S GRANT ST.
COFFEYVILLE, KANSAS
67337

SHEET DESCRIPTION:

EXISTING POLE
ELEVATION

SHEET #:

A-2.0

EXISTING POLE ELEVATION

1



SIGNAGE "A"



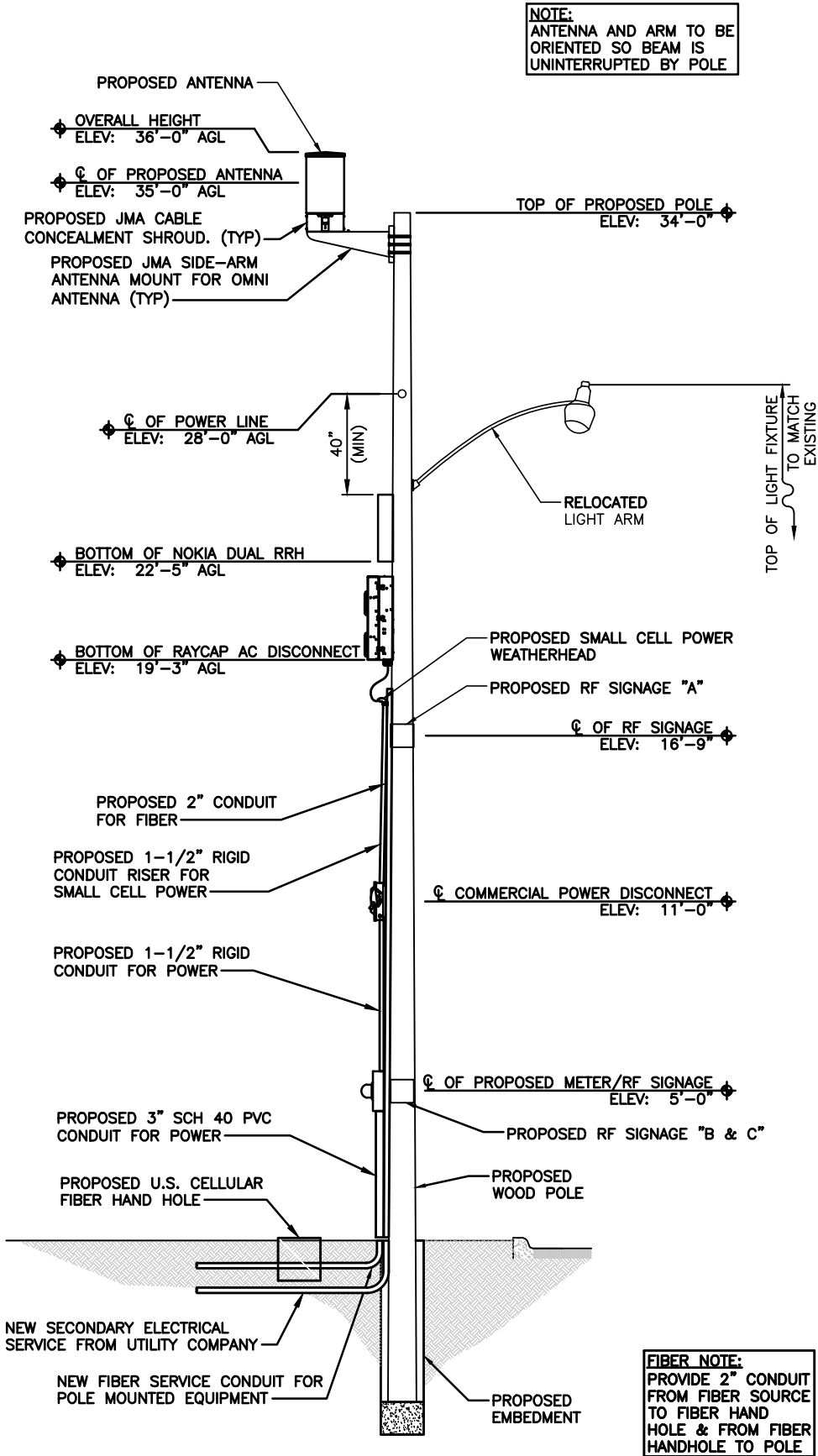
SIGNAGE "B"



SIGNAGE "C"

- SIGN NOTES:**
- U.S. CELLULAR SHALL SUPPLY AN ADHESIVE BACK UV RESISTANT EMERGENCY CONTACT DECAL TO BE MOUNTED ON THE POLE AT APPROXIMATELY 5' ABOVE GRADE. THE TAG SHALL SPECIFY AT A MINIMUM:
 - POLE TOP EQUIPMENT INSTALLED. OWNED AND MAINTAINED BY (U.S. CELLULAR)
 - EMERGENCY (24/7) CONTACT.
 - U.S. CELLULAR SHALL INSTALL, OWN, AND MAINTAIN THE FIBER OPTIC CABLE AND/ OR ELECTRICAL POWER CABLE AND CONNECTIONS ON THE POLE. U.S. CELLULAR SHALL PROVIDE AND INSTALL PLASTIC TAGS FOR ALL FIBER OPTIC AND POWER CABLE PLACED INSIDE THE POLE'S HAND HOLE. THE TAG SHALL SPECIFY AT A MINIMUM:
 - FIBER OPTIC CABLE AND POWER SOURCE CABLE INSTALLED, OWNED AND MAINTAINED BY U.S. CELLULAR.
 - EMERGENCY (24/7) PHONE NUMBER.
 - RF SIGNAGE "A" TO BE PLACED BELOW U.S. CELLULAR RADIOS ON POLE, ELEVATION VARIES.
 - U.S. CELLULAR GENERAL CONTRACTOR SHALL INSTALL A UV AND WATER RESISTANT LABEL WITH U.S. CELLULAR 6 DIGIT SITE NUMBER

NOTE:
ON WOOD POLES CONTRACTOR WILL PROVIDE AND INSTALL METAL PLATES WHICH THE RF WARNING AND EMERGENCY CONTACT STICKERS CAN BE ADHERED TO AND INSTALLED ON THE WOOD POLE



ANTENNA INFORMATION			
SECTOR	CENTERLINE	AZIMUTH	MECH. DOWNTILT
1	35'-0" A.G.L.	330°	0

EQUIPMENT SUMMARY (ANTENNA)			
QTY	DESCRIPTION	DIMENSIONS (HxWxD)	CU. FEET
1	CYL-X7CAP-2-C	24.3"x12.1"x7.0"	2.454

EQUIPMENT SUMMARY (EQUIPMENT)			
QTY	DESCRIPTION	DIMENSIONS (HxWxD)	CU. FEET
1	RAYCAP AC DISCONNECT	33"x13"x11"	2.731
1	NOKIA AIRSCALE DUAL RRH	22"x12.1"x5.9"	0.909
1	POWER DISCONNECT SWITCH	17.5"x10.5"x6.38"	0.678
1	100A METER	19"x4.48"x13"	0.640

UTILITIES SCHEDULE			
DESCRIPTION	DISTANCE	SIZE	QTY
ROSENBERGER FIBER JUMPER FROM VAULT TO RADIO	100'±	2 PAIR	1
COAX JUMPERS FROM RADIO TO ANTENNA	5'±	1/2"Ø	2
ELECTRICAL SERVICE FROM SECONDARY SERVICE LINE TO ELECTRICAL METER	25' ± BY CONTRACTOR	#1 AWG	3
ELECTRICAL SERVICE FROM ELECTRICAL METER TO COMMERCIAL POWER DISCONNECT	10'±	#1 AWG	3
ELECTRICAL SERVICE FROM POWER DISCONNECT TO AC DISCONNECT WITH INTEGRATED DC POWER SUPPLY	25'±	#1 AWG	3
ELECTRICAL SERVICE FROM ELECTRICAL SERVICE FROM AC DISCONNECT WITH INTERGRATED DC POWER SUPPLY TO RADIO	5'±	#10 AWG	1

PROPOSED POLE & EQUIPMENT ELEVATION

1

STAMP:

ENGINEERING LICENSE:
STATE OF KANSAS
PE CERTIFICATE OF AUTHORIZATION #
ENGINEER:
NRK NICHOLAS R. KUEHL CIVIL
KMY KEVIN M. VAN DYKE CIVIL
REJ ROBERT J. ELLIS CIVIL
SDK STEPHEN D. KESSLING 13654 ELECTRICAL
TMS TERRY M. SUPER 9250 ELECTRICAL

PLANS PREPARED FOR:

U.S. Cellular

PLANS PREPARED BY:
7171 West 95th Street, Suite 600
Overland Park, Kansas 66212
Phone: 913-438-7700
Fax: 913-438-7777

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SUBMITTALS:

DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	05/29/20	DSL	A

SITE NAME:

COFFEYVILLE CRAN 007

CRAN 007

589367

SITE ADDRESS:
350-398 S GRANT ST.
COFFEYVILLE, KANSAS
67337

SHEET DESCRIPTION:

PROPOSED POLE ELEVATION

SHEET #:

A-2.1

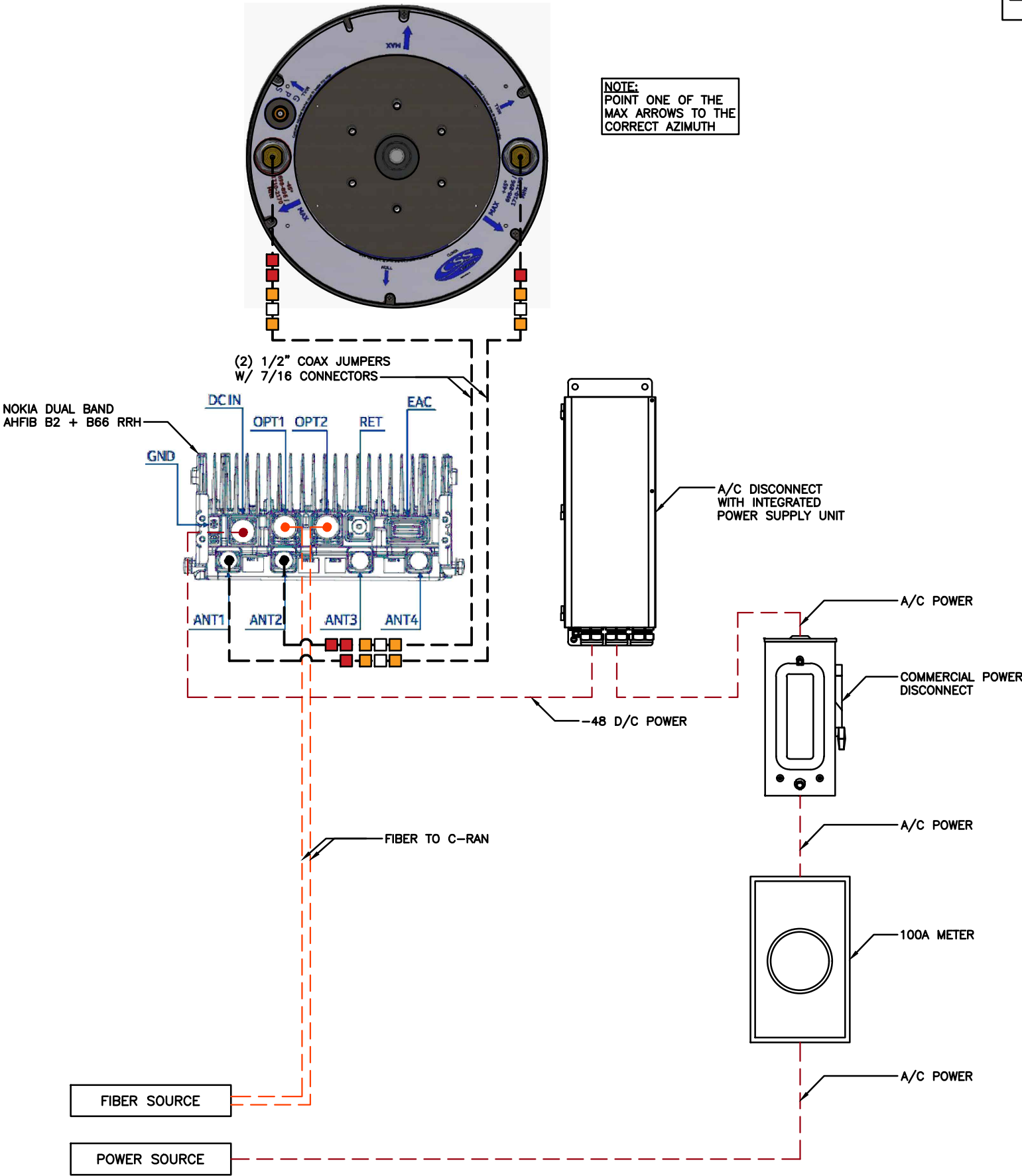
NOTES:

1. ALL JUMPERS BETWEEN RADIO UNITS AND ANTENNAS MUST BE THE SAME LENGTH
2. CONTRACTOR SHALL WEATHERPROOF CONNECTIONS AT THE ANTENNAS WITH SELF AMALGAMATING TAPE.
3. CONTRACTOR TO INSTALL WEATHERPROOF CAP ON ALL UNUSED PORTS
4. CONTRACTOR TO USE 7/16 DIN FEMALE CONNECTORS FOR ANTENNAS & EQUIPMENT
5. REFER TO RFDS FOR FINAL PORT ASSIGNMENTS
6. GC TO CUT RF JUMPER(S) TO APPROPRIATE LENGTH AND INSTALL SPARE CONNECTORS

LINETYPE LEGEND:

- FIBER
--- POWER
--- ANTENNA JUMPER

NOTE:
POINT ONE OF THE
MAX ARROWS TO THE
CORRECT AZIMUTH



STAMP:

ENGINEERING LICENSE:

STATE OF KANSAS
PE CERTIFICATE OF AUTHORIZATION #
ENGINEER:
NRK NICHOLAS R. KUEHLER 13653 CIVIL
KMY KEVIN M. VAN 16098 CIVIL
REJ ROBERT E. JENSEN 16098 CIVIL
SDK TERRY M. SUPER 13654 ELECTRICAL
TMS TERRY M. SUPER 9250 ELECTRICAL

PRELIMINARY ISSUE

PLANS PREPARED FOR:

U.S. Cellular

PLANS PREPARED BY:

SSC
7171 West 95th Street, Suite 600
Overland Park, Kansas 66212
Phone: 913-438-7700
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SITE NAME:

COFFEYVILLE CRAN 007

NODE NUMBER:

CRAN 007

SITE NUMBER:

589367

SITE ADDRESS:

350-398 S GRANT ST.
COFFEYVILLE, KANSAS
67337

SHEET DESCRIPTION:

ANTENNA
PLUMBING
DIAGRAM

SHEET #:

A-2.2

CYL-X7CAP-2

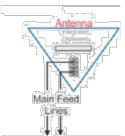
Small Cell Cantenna, 698-896/1695-2180MHz, 2FT

- X-Pol Small Cell
- Internally Diplexed option
- Suitable for Pole or Building mount
- Broadband Radiators (AWS-3)
- Internal Beam combining
- Integrated Global Position System (GPS) option



Integrated Diplexers

Requires half the number of feeder cables



ELECTRICAL SPECIFICATIONS

Frequency Band, MHz	698-896	1695-2180
Polarization	+/-45°	+/-45°
Electrical Down Tilt	0°	0°
VSWR/Return Loss, dB, Maximum (Non-Diplexed)	1.5:1/14.0	1.5:1/14.0
VSWR/Return Loss, dB, Maximum (Diplexed)	1.5:1/14.0	1.5:1/14.0
Isolation Between Ports, dB, Minimum	24	28
Intermodulation (2x20w), IM3, dBc, Maximum	-153	-153
Impedance, ohms	50	50
Maximum Power Per Connector, CW (w)	250	125

MECHANICAL SPECIFICATIONS

Dimensions, Height/Diameter	24.2/15.1 in (615/384 mm)
Antenna RF Connector Type	7/16 DIN Female
Antenna RF Connector Torque	DIN 220-265 lbf-in (23-30 N-m)
GPS Connector Type	Mini DIN Female (4.1-9.5 per IEC 61169-4)
GPS Connector Torque	Mini-DIN 88.5 lbf-in (10 Nm)
Connector Location	Bottom
Radome Material	PVC
Wind Survival	150 mph (241 km/h)
Front Wind Load	45.9 lbf (204.18N) @100mph
Equivalent Flat Plate	0.91 sq-ft (c=2) @ 100mph

All Specifications are subject to change.
Refer to www.jmawireless.com for the most current information
8/11/2017 CYL-X7CAP-2_v3

www.jmawireless.com
+1 315-431-7100 | customerservice@jmawireless.com

SPECIFICATIONS

powered by

AC Disconnect with Integrated DC Power Supply
for Small Cell Radio Heads
RUSAC-1AN2-P-240-1

Electrical

Model Number	RUSAC-1AN2-P-240-1
Main Disconnect	100A main breaker
Number of AC Circuits	Available up to 6 for customer loads (2x 2-pole breakers feed rectifiers)
AC Breakers	Up to six
Breaker Interrupt Rating (kAIC)	10kA
DC Breakers	(4) 40 amp for customer loads
Rated Power Output	(1) 2000W @-53.5VDC, 2000W Total (expandable to 4000W)
Rated Output Voltage	53.5 VDC ± 0.1 VDC
Rated Output Current (DC)	35 Amps (expandable to 70 Amps)
Ouput Short Circuit Current Protected	Yes, long term with self-recovery
Input Voltage	110/220VAC
Input Nominal Voltage	Full DC Power (176-280VAC); 42% Power (85-175VAC)
Input Current THD	<5%@50% 176 load; <8%@20% load
Rated Power Per Rectifier	2000W (176-290VAC); 830W (85-175VAC)
Power Factor	≥ 0.99@220VAC (20%-100% load)
Efficiency	@230 VAC: ≥ 96%
Ripple Voltage	@200 mVp-p@25°C
Surge Protection Device (SPD) Type to UL	Strikesorb 30 Series
Surge Protective Device (SPD) Type per UL 1449 4th Edition	Type 2 component assembly
Surge Protection Device (SPD) Class to IEC 61643-11	Class I
Nominal Operating Voltage [Un]	120 V / 240VAC split phase
Nominal Discharge Current [In] per UL 1449 4th Edition	20 kA 8/20 μs
Maximum Discharge Current [Imax]per IEC 61643-11	60 kA 8/20 μs
Impulse Discharge Current [Iimp] per IEC 61643-11	5 kA 10/350 μs
Maximum Continuous Operating Voltage [Uc] (MCOV)	150V per line
Voltage Protection Level [Up] per IEC 61643-11	700V
Suppression Technology	MOV

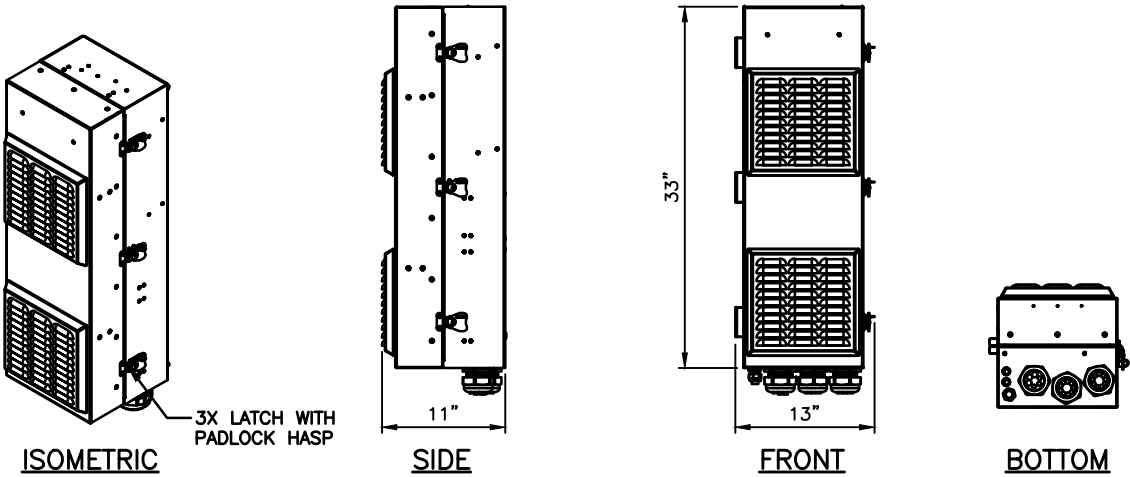
Mechanical

Connection Terminal (Power)	Compression Lug #6 - #14 AWG (13 - 2mm ²) Terminal Block #10-#26 AWG (6 - 0.14mm ²)
Environmental Ingress Protection (IP) Rating	NEMA Type 4
Cooling Method	Closed-Loop air-to-air heat exchanger
Operation Temperature (°C)	-40° C to +46° C
Storage Temperature (°C)	-70° C to +80° C
Enclosure Type (Outdoor)	Powder Coated Steel, NEMA Type 4
Enclosure Dimension (L x W x H)	11" x 13" x 33" [279 x 330 x 838mm]
Weight	System: 55 lbs (24.95 kg) Mount: 5 lbs (2.26 kg) Total: 60 lbs (27.22 kg)

Standards Compliance & Certifications

Strikesorb modules are compliant to the following Surge Protective Device (SPD) standards:
UL 1449 4th Edition: 2011, IEC 61643-11: 2011, EN 61643-11: 2005, IEEE C62.41: 2002, IEEE C62.45: 2002, NEMA-LS-1

Certification	UL, VDE, CE
Panel Board Certification	UL 60950 (Pending)



STAMP:

ENGINEERING LICENSE:

STATE OF KANSAS

PE CERTIFICATE OF AUTHORIZATION #

ENGINEER:

NRK NICHOLAS R. KUEHL 13654 CIVIL

KMV KEVIN M. VAN 16096 CIVIL

REJ ROBERT J. 13654 CIVIL

SDK TMS 13654 ELECTRICAL

TMS 13654 ELECTRICAL

PLANS PREPARED FOR:



PLANS PREPARED BY:



7171 West 95th Street, Suite 600
Overland Park, Kansas 66212
Phone: 913-438-7700
Fax: 913-438-7777

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SUBMITTALS:

DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	05/29/20	DSL	A

SITE NAME:

COFFEYVILLE CRAN 007

NODE NUMBER:

CRAN 007

SITE NUMBER:

589367

SITE ADDRESS:

350-398 S GRANT ST.
COFFEYVILLE, KANSAS
67337

SHEET DESCRIPTION:

EQUIPMENT
DETAILS (1 OF 2)

SHEET #:

A-3.0



MODEL #:	D223NRB
DIMENSIONS (HxWxD):	17.5" x 10.56" x 6.5"
WEIGHT:	15.46 lbs
VOLTAGE RATING:	240 VAC
AMPRE RATING:	100 AMP



3

1



MODEL #:	AIRSCALE DUAL RRH 4T4R B2 + B66 320W AHFIB
DIMENSIONS (HxWxD):	26.6" x 12.9" x 5.9"
WEIGHT:	66.1 lbs

4

2

STATE OF KANSAS
PE CERTIFICATE OF AUTHORIZATION # _____
ENGINEER: _____ PE LINE: _____
NRK NICHOLAS R. KUHN CIVIL C
KMY KEVIN M. VAN COTT CIVIL C
REJ ROBERT J. MOORE CIVIL C
SDK _____ ELSING 13654 ELECTRICAL E
TMS _____ M. SUPER 9250 ELECTRICAL E



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COFFEYVILLE CRAN 007

CRAN 007

589367

SITE ADDRESS:
350-398 S GRANT ST.
COFFEYVILLE, KANSAS
67337

EQUIPMENT
DETAILS (2 OF 2)

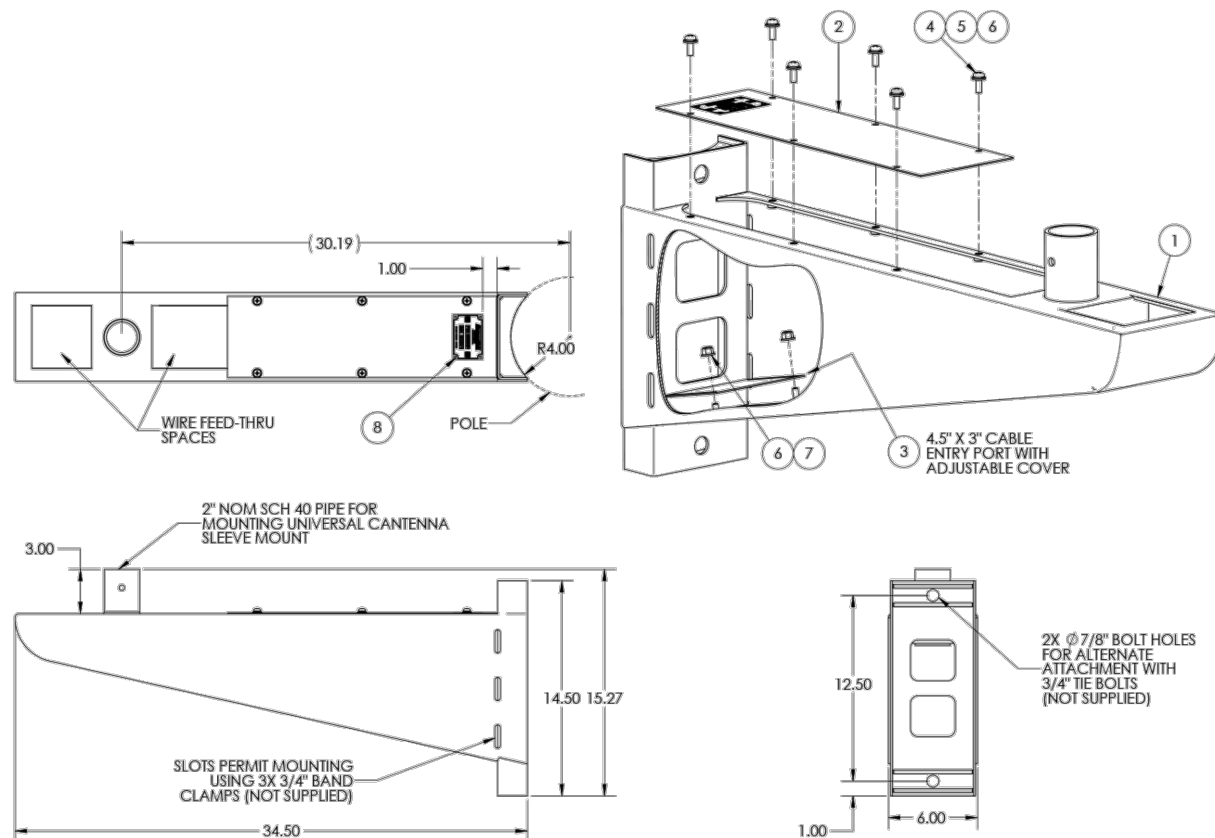
A-3.1

Side-arm Antenna Mount

SC-BKT-SA-XX



Item no.	Qty	Description
1	1	SIDE-ARM WELDMENT WITH 2" PIPE STUB, BROWN
2	1	COVER, SIDE-ARM, BROWN
3	1	WIRE FEEDTHRU COVER, SIDE-ARM, BROWN
4	6	PHMS, PH, 1/4"-20UNC X 3/4" LG, 18-8 SS
5	6	WASHER, SPLIT LOCK, 1/4", 18-8 SS
6	8	WASHER, FLAT, 1/4", 18-8 SS
7	2	NUT, HEX, NYLOK, 1/4"-20UNC, 18-8 SS
8	1	NAMEPLATE, LABEL, ADHESIVE-BACKED

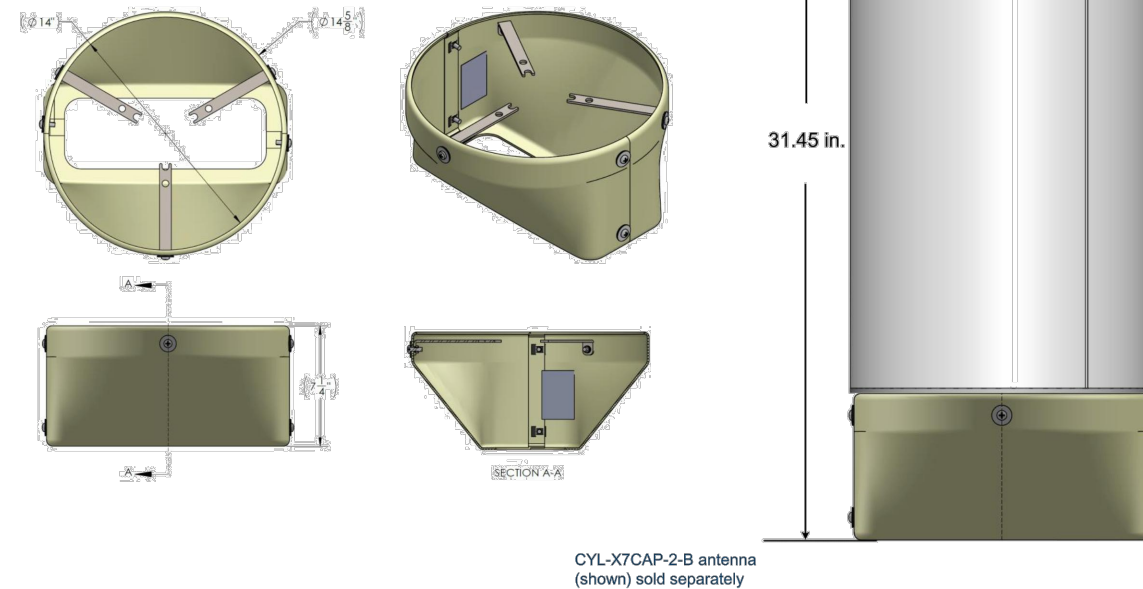


Page 2

Cable Concealment Shroud, Side Arm Mount



- Used with CYL cylinder antennas
- Used with Side Arm Mount SC-BKT-SA-(color)
- Approximate weight: 2.48 lb
- Available in 4 colors. Ordering information on page 2 of this document.

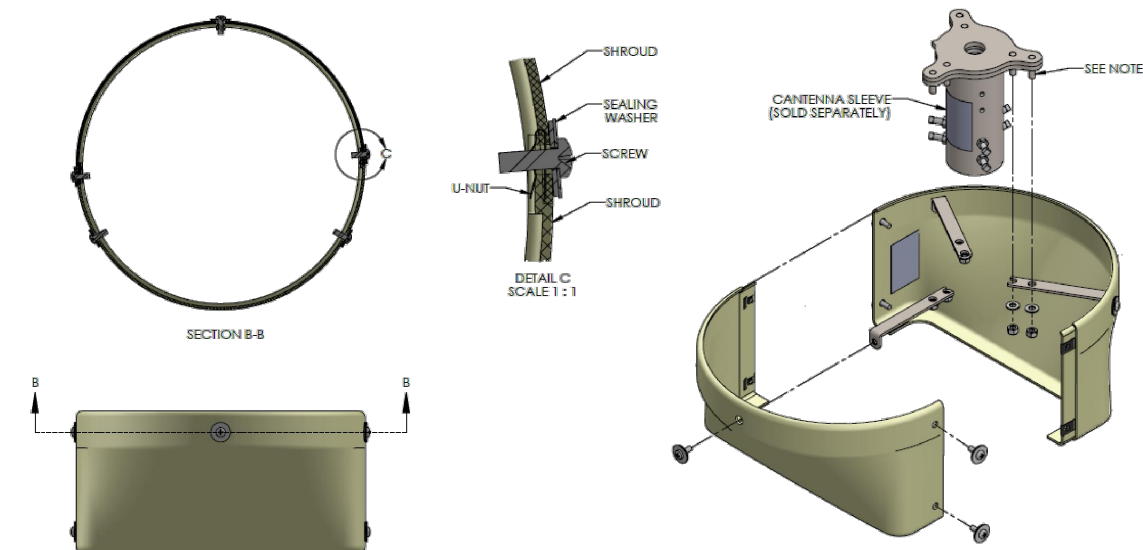


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SC-BKT-SKT-XX
Page 1

1

Cable Concealment Shroud, Side Arm Mount



Cable concealment shroud BROWN	SC-BKT-SKT-BR
Cable concealment shroud GRAY	SC-BKT-SKT-GR
Cable concealment shroud BLACK	SC-BKT-SKT-BL
Cable concealment shroud BLACK	SC-BKT-SKT-SL

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SC-BKT-SKT-XX

Page 2



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Overland Park, Kansas 66212
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DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	05/29/20	DSL	A

COFFEYVILLE CRAN 007

CRAN 007

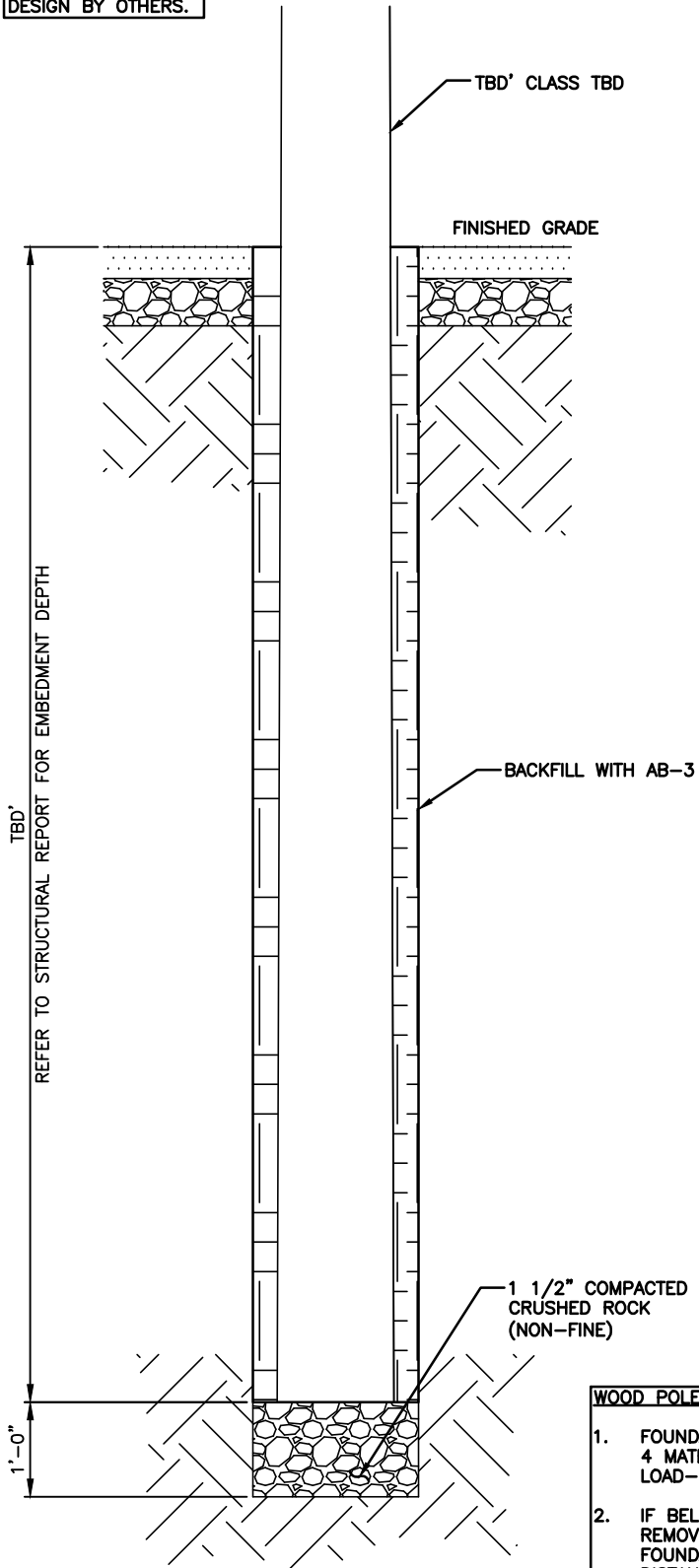
589367

350-398 S GRANT ST.
COFFEYVILLE, KANSAS
67337

MOUNT DETAILS

A-3.2

NOTE:
STRUCTURAL REPORT
DESIGN BY OTHERS.



COMPACTION NOTES:

1. AB-3 AGGREGATE SHALL HAVE A MOISTURE CONTENT AT A MINIMUM OF 7%
2. CONTRACTOR SHALL ACHIEVE A 95% STANDARD PROCTOR COMPACTION RATING
3. COMPACTED AT 6" LIFTS USING A COMPACTION RAMMER AS REQUIRED

STRUCTURE INFORMATION IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. STRUCTURAL INTEGRITY OF SUPPORTING STRUCTURE, ANTENNA MOUNTS, AND FOUNDATION SHALL BE VERIFIED AS ACCEPTABLE BY ENGINEER CERTIFIED STRUCTURAL ANALYSIS, UTILIZING THE LOADING REPRESENTED WITHIN THESE DRAWINGS PRIOR TO THE EXECUTION OF EQUIPMENT CHANGES CONTAINED IN THESE DRAWINGS. CONTRACTOR SHALL OBTAIN ALL STRUCTURAL REPORTS AND FOLLOW ALL RECOMMENDATIONS.

WOOD POLE FOUNDATION NOTES:

1. FOUNDATION DESIGN IS BASED ON GEOTECHNICAL VALUES FOR CLASS 4 MATERIALS FROM IBC 2012 TABLE1806.2 PRESUMPTIVE LOAD-BEARING VALUES.
2. IF BELOW GRADE PORTION OF DECOMMISSIONED WOOD POLE IS REMOVED AND EXISTING HOLE IS NOT UTILIZED FOR NEW POLE FOUNDATION, NEW POLE FOUNDATION SHALL BE INSTALLED A MINIMUM DISTANCE OF 6' EDGE TO EDGE FROM DECOMMISSIONED POLE FOUNDATION HOLE. IF BELOW GRADE PORTION OF DECOMMISSIONED POLE IS NOT REMOVED, NEW POLE FOUNDATION SHALL BE INSTALLED A MINIMUM DISTANCE OF 3' EDGE TO EDGE FROM DECOMMISSIONED POLE FOUNDATION.
3. WOOD POLE/CONCRETE FOUNDATION SHALL BE INSTALLED AGAINST UNDISTURBED SOIL.

CITY OWNED POLES:

LUMINAIRE LABELS: THE LABELS SHALL BE 2X16-ADDS OR APPROVED EQUAL. CONTACT WILLIAM FRICK & COMPANY AT (847) 918-3700. THE CONTRACTOR SHALL FURNISH AND INSTALL LUMINAIRE IDENTIFICATION LABELS ACCORDING TO THE CONSTRUCTION PLANS. IDENTIFICATION LABELS SHALL CONSIST OF THREE LETTERS AND FOUR NUMERALS IN VERTICAL ORIENTATION WITH THE LETTERS AT THE TOP SO AS TO READ DOWNWARD. LABELS SHALL BE 2 INCH SERIES "C" UPPER CASE BLACK CHARACTERS ON SILVER RETRO-REFLECTIVE SHEETING WITH PRESSURE SENSITIVE ADHESIVE BACKING, AS PRESCRIBED FOR US ON STANDARD HIGHWAY SIGNS IN THE FHWA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. LABELS FOR DECORATIVE POLES MUST BE COORDINATED WITH THE STREET LIGHTING DIVISIONS.

STEEL POLES SHALL BE LABELED BY AFFIXING A SELF-ADHESIVE DECAL DIRECTLY ON THE POLE.

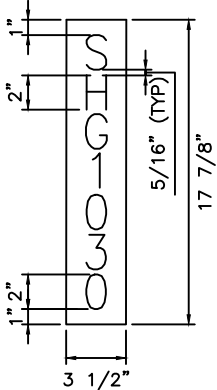
LABELS INTENDED FOR MOUNTING ON WOOD POLES SHALL BE APPLIED TO A METAL PLACARD AND ATTACHED DIRECTLY TO THE POLE WITH EXTERIOR GRADE SCREW.

THE LABEL SHALL BEAR THE NUMBER SHOWN ON THE PLAN OR AS DIRECTED BY CITY REPRESENTATIVE AND POSITIONED ON THE VERTICAL AXIS OF THE POLE FACING THE STREET, 8-10 FEET ABOVE THE PAVEMENT SURFACE.

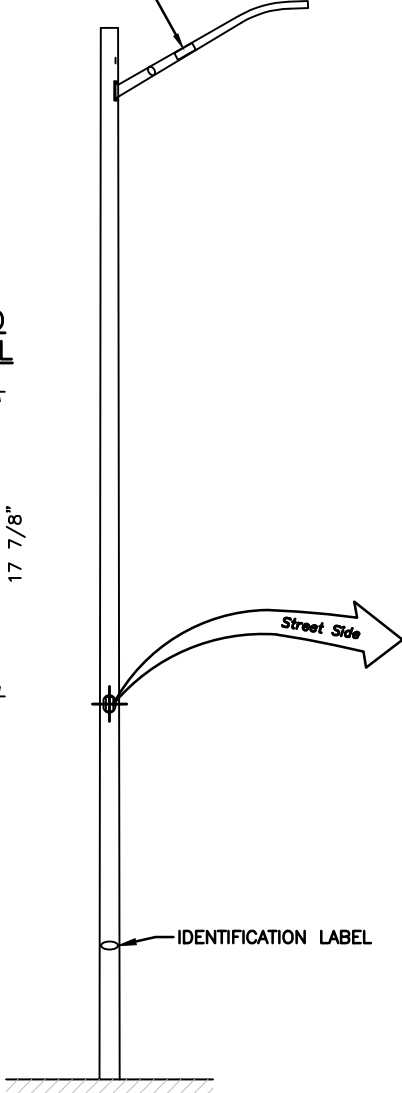
CONTRACTOR NOTICE:

FOR ALL CITY OWNED POLES CONTRACTOR SHALL INSTALL ONLY THE CITY IDENTIFICATION LABEL AS DESCRIBED ABOVE.

CITY OWNED
LABEL DETAIL



IDENTIFICATION LABEL



IDENTIFICATION LABEL

STAMP:

ENGINEERING LICENSE:

STATE OF KANSAS

PE CERTIFICATE OF AUTHORIZATION #

ENGINEER:

NRK NICHOLAS R. KUIPERS 16098 CIVIL

KMV KEVIN M. VAN 16098 CIVIL

REJ ROBERT J. 16098 CIVIL

SDK TERRY M. 13654 ELECTRICAL

TMS TERRY M. 9250 ELECTRICAL

PLANS PREPARED FOR:



PLANS PREPARED BY:



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Overland Park, Kansas 66212
Phone: 913-438-7700
Fax: 913-438-7777

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SUBMITTALS:

DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	05/29/20	DSL	A

SITE NAME:

COFFEYVILLE CRAN 007

NODE NUMBER:

CRAN 007

SITE NUMBER:

589367

SITE ADDRESS:

350-398 S GRANT ST.
COFFEYVILLE, KANSAS
67337

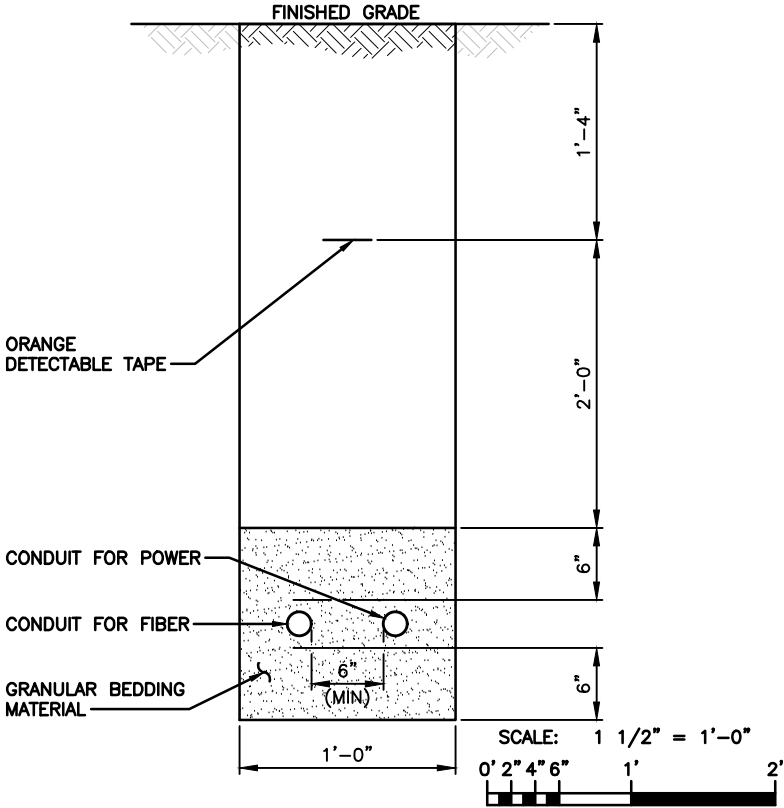
SHEET DESCRIPTION:

FOUNDATION &
LUMINAIRE ID
DETAILS

SHEET #:

A-4.0

- NOTES:**
- SEE SHEET A-1.0 FOR SIZES, LENGTHS & QUANTITY OF UTILITIES.
 - FIBER AND POWER CONDUITS MAY BE RUN IN SEPARATE TRENCHES. CONDUITS SHALL MAINTAIN 6" MINIMUM SEPARATION.



CONDUIT TRENCHING DETAIL

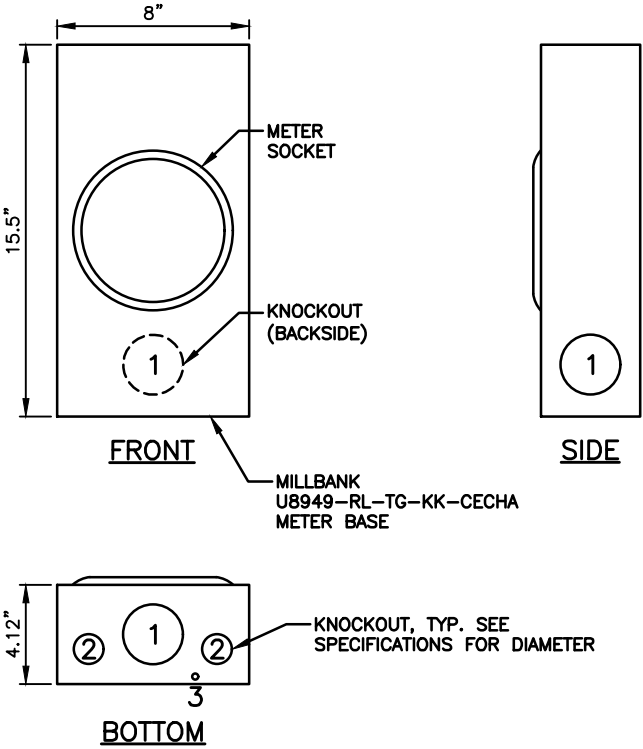
3

SPECIFICATIONS

BRAND NAME	MILLBANK
TYPE	RINGLESS
SPECIAL FEATURES	COMMONWEALTH EDISON CHICAGO HOUSING AUTHORITY
APPLICATION	METER SOCKET
STANDARD	UL LISTED; 3R
VOLTAGE RATING	600 VOLTS; A.C.
AMPERAGE RATING	200 CONTINUOUS AMPERE
PHASE	1 PHASE
FREQUENCY RATING	60 HERTZ
SIZE	4.12L x 8W x 15.5H
# OF MAIN BREAKERS	0
MAIN BREAKER SIZE	NO MAIN BREAKER
CABLE ENTRY	OVERHEAD
TERMINAL	LAY IN
INSULATION	GLASS POLYESTER
MOUNTING	SURFACE MOUNT
MATERIAL	G90 GALV. STEEL W/ POWDER COAT FINISH
# OF JAWS	5 TERMINAL
BYPASS PROVISION	LEVER BYPASS
# OF METERED POS.	1 POSITION
EQUIPMENT GROUND	GROUNDING LUG
HUB/CLOSING PLATE	SMALL HUB OPENING
LINE SIDE WIRE RANGE	6 AWG - 350 KCMIL
LOAD SIDE WIRE RANGE	6 AWG - 350 KCMIL
# OF RECEPTACLES	0

CATALOG NUMBER	SERVICE	HUB	CONNECTORS CU/AL		BYPASS	DIMENSIONS			DIMENSIONS		
			LINE	LOAD		D"	W"	H"	1	2	3

U8949-RL-TG-KK	OH	H.O.	#6-350	#6-350	HORN	4.12"	8"	15.5"	2.5"	1.25"	1.25"
----------------	----	------	--------	--------	------	-------	----	-------	------	-------	-------



U8949-RL-TG-KK-CECHA METER DETAIL

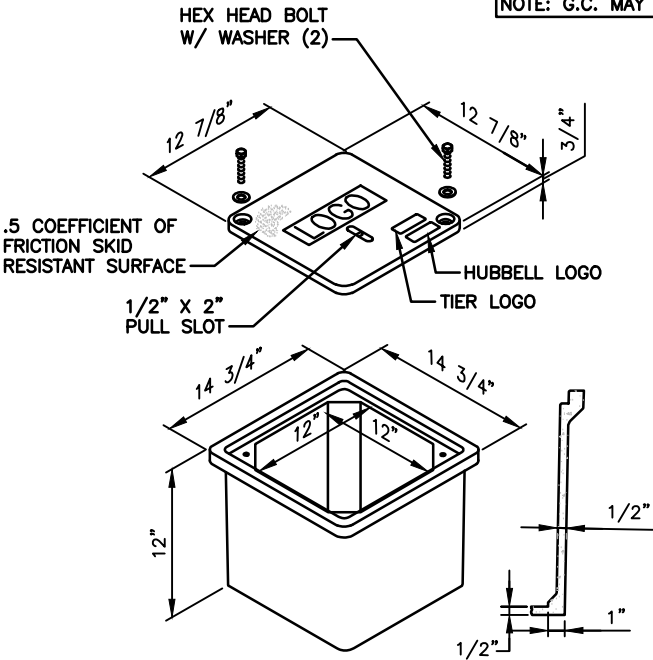
1

ORDERING INFORMATION

MANUFACTURER: HUBBELL POWER SYSTEMS
PART#: COVER - PC1212HA00**
BOX - PC1212BA12

DESCRIPTION: 12"x12"x12" TIER 12 PC STYLE
POLYMER CONCRETE HANDHOLE

NOTE: G.C. MAY USE APPROVED EQUAL

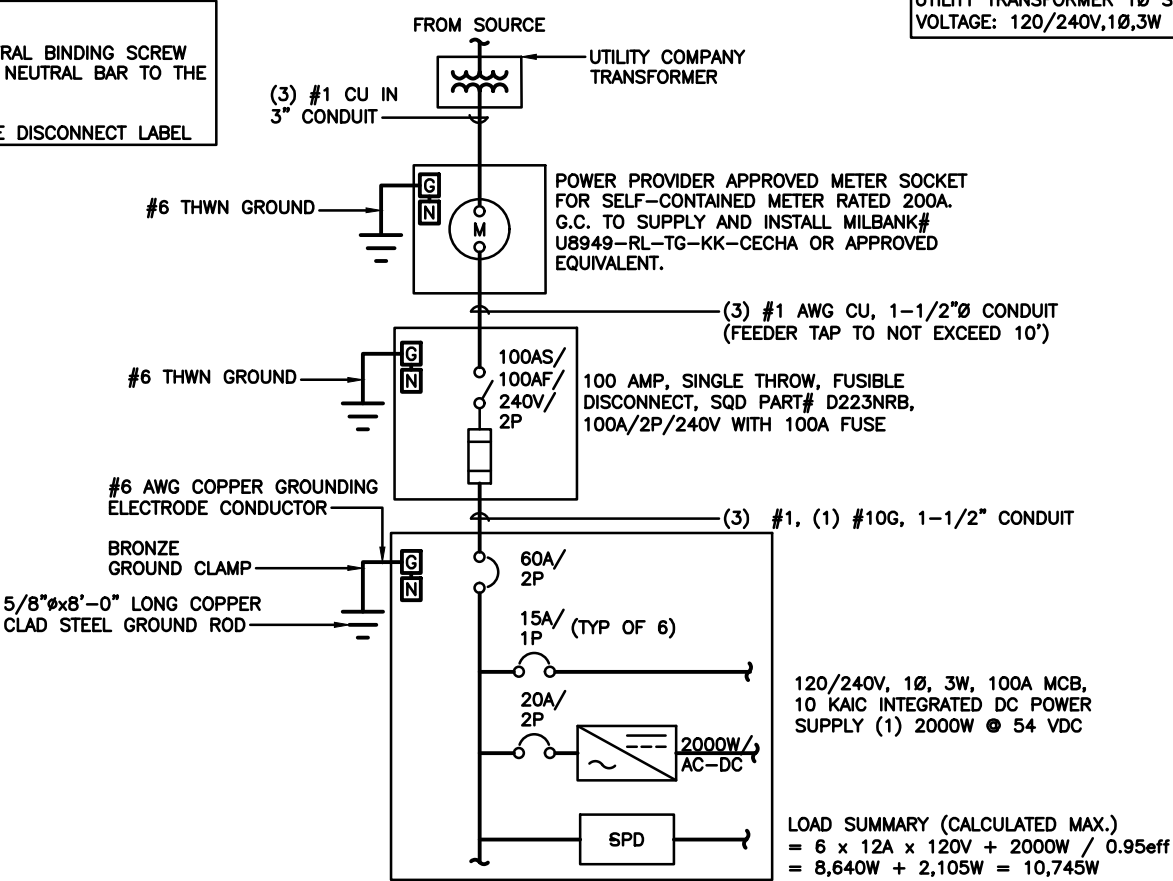


FIBER HAND HOLE DETAIL

4

NOTE:

- INSTALL THE NEUTRAL BINDING SCREW TO CONNECT THE NEUTRAL BAR TO THE ENCLOSURE.
- APPLY TO SERVICE DISCONNECT LABEL



CIRCUIT ONE-LINE DIAGRAM

2

STAMP:

ENGINEERING LICENSE:
STATE OF KANSAS
PE CERTIFICATE OF AUTHORIZATION #5
ENGINEER:
NRK NICHOLAS R. KUEHL 16098 CIVIL
KMY KEVIN M. VAN 16098 CIVIL
REJ ROBERT J. 16098 CIVIL
SDK TERRY M. SUPER 13654 ELECTRICAL
TMS 9250 ELECTRICAL

PLANS PREPARED FOR:

U.S. Cellular

PLANS PREPARED BY:
SSC 7171 West 95th Street, Suite 600
Overland Park, Kansas 66212
Phone: 913-438-7700
Fax: 913-438-7777

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SUBMITTALS:

DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	05/29/20	DSL	A

SITE NAME:

COFFEYVILLE CRAN 007

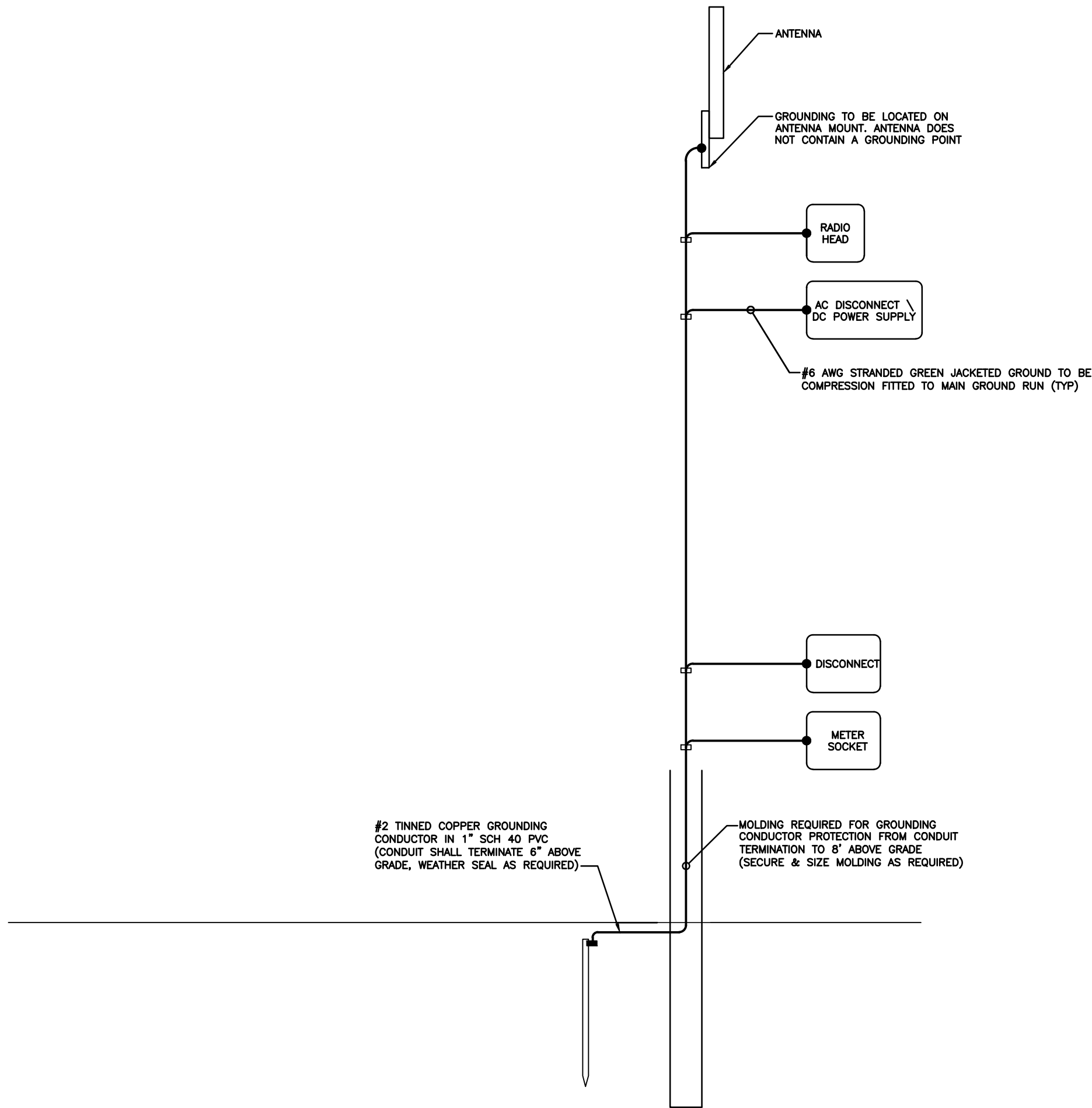
NODE NUMBER: CRAN 007

SITE NUMBER: 589367

SITE ADDRESS:
350-398 S GRANT ST.
COFFEYVILLE, KANSAS
67337

SHEET DESCRIPTION: ELECTRICAL DETAILS

SHEET #: E-1.0



LEGEND:

- EXOTHERMIC CONNECTION
- MECHANICAL CONNECTION
- COMPRESSION CONNECTION

NOTE:

GROUNDING RISER FOR DIAGRAMMATIC PURPOSES ONLY. SEE ELEVATION DRAWING FOR EQUIPMENT AND ANTENNA LOCATIONS.

STAMP:

ENGINEERING LICENSE:
STATE OF KANSAS
PE CERTIFICATE OF AUTHORIZATION #5100
ENGINEER:
NRK NICHOLAS R. KUEHN 13654 CIVIL
KMY KEVIN M. YAN 16096 CIVIL
REJ ROBERT J. ESSLING 13654 CIVIL
SDK TERRY M. SUPER 9250 ELECTRICAL
TMS TERRY M. SUPER 9250 ELECTRICAL

PRELIMINARY ISSUE

PLANS PREPARED FOR:



PLANS PREPARED BY:

 7171 West 95th Street, Suite 600
Overland Park, Kansas 66212
Phone: 913-438-7700
Fax: 913-438-7777

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SITE NAME:

COFFEYVILLE CRAN 007

NODE NUMBER:

CRAN 007

SITE NUMBER:

589367

SITE ADDRESS:

350-398 S GRANT ST.
COFFEYVILLE, KANSAS
67337

SHEET DESCRIPTION:

GROUNDING RISER DIAGRAM

SHEET #:

G-1.0

SMALL CELL FACILITY DEPLOYMENT AGREEMENT

Between

THE CITY OF COFFEYVILLE, KANSAS

and

KANSAS #15 LIMITED PARTNERSHIP

By:

USCOC Nebraska/Kansas, Inc, its General Partner

THIS SMALL CELL FACILITY DEPLOYMENT AGREEMENT (“Agreement”) is made this 9th day of February, 2021 (“Effective Date”), by and between the City of Coffeyville, Kansas (“City”) and Kansas #15 Limited Partnership, by USCOC Nebraska/Kansas, Inc., its General Partner, (“Licensee,” which term shall include its wholly-owned subsidiaries).

In consideration of the mutual covenants, terms and conditions herein contained, the Parties agree as follows:

1.0 PURPOSE AND CONSTRUCTION OF AGREEMENT

- 1.1 Licensee desires to locate certain of its Small Cell Facilities (“Attachments”) on Poles and/or Facilities that are owned and managed by the City. Licensee further desires to locate certain of its Poles (“Licensee Poles”) within the Right-of-Way, which is owned and/or managed by the City, for placement of Small Cell Facilities.
- 1.2 The City owns valuable Poles, Facilities and Right-of-Way that it acquired, constructed and maintains at considerable cost and expense. Subject to the provisions of this Agreement, the City grants Licensee a revocable nonexclusive license authorizing Licensee to install and maintain Small Cell Facilities and Licensee Poles for the placement of Small Cell Facilities within the Right-of-Way owned and/or maintained by the City. Unless otherwise agreed, this Agreement does not authorize the use of the City’s electrical transmission structures, which are those structures used to support electric circuit of 34 kilovolts and higher.
- 1.3 This Agreement is not intended, and shall not be construed, to authorize any action by Licensee that would adversely affect the safety, quality or reliability of the electrical service provided by the City. Nor shall it be construed so as to preclude the City from taking any action that is considers reasonably necessary or appropriate to maintain the safety, quality or reliability of such service or to ensure the safety of its employees, its customers or the public.
- 1.4 Through this Agreement, the City intends to give Licensee, and Licensee intends to receive, authorization to use particular City Poles, Facilities and/or Right of Way for Licensee’s Attachments and Licensee Poles only in the manner and solely for the purposes set forth herein. No leasehold or easement rights and no interest in real estate or other interest in property is granted or intended to be granted by this Agreement. No use, however extended, of City Poles, Facilities and/or Right of Way under this Agreement shall create or vest in Licensee any ownership or property rights in City Poles, Facilities and/or Right of Way.
 - 1.4.1 This Agreement is not exclusive, and the City reserves the right to grant permission to use its Poles, Facilities and/or Right of Way for the same or similar purposes to other parties.

- 1.4.2 This Agreement does not confer any other rights not described herein nor does it permit Licensee, or parties contracted to use Licensee's Attachments and/or Licensee Poles, to use any Right of Way. Such other parties will be required to obtain authorization from the City for use of the Right of Way.
- 1.4.3 This Agreement does not authorize the Licensee to install Attachments, Ground Equipment, Facilities or any type of Licensee Pole, wireless towers or support structures in the Right of Way. Any requests to install Attachments, Ground Equipment, Facilities or any type of Licensee Pole, wireless towers or support structures in the Right of Way requires the approval of the City through the Permitting process described herein.
- 1.5 Except as expressly provided herein, this Agreement does not grant Licensee the authority to grant any rights under this Agreement to any other party without the written consent of the City. If other parties seek to install Attachments on Poles and/or Facilities, either the Licensee or the other party must first notify the City in writing and submit a Permit Application for such Attachment and obtain a Permit from the City.
- 1.6 Nothing contained in this Agreement shall be construed as a limitation, restriction or prohibition on the City with respect to any agreement or arrangement the City has heretofore entered or may enter into in the future with respect to any City Poles, Facilities and/or Right of Way.
- 1.7 The Laws of the State of Kansas, without regard to its conflict of law principles, shall govern the construction of this Agreement. Further, any action, hearing, suit or proceeding arising out of or relating to this Agreement must be brought in a court of the State of Kansas, or if it has or can acquire jurisdiction, in the United State District Court for Kansas.
- 1.8 The words "shall" and "will" are always mandatory and not merely permissive.

2.0 DEFINITIONS

- 2.1 "Abandon" means any Attachment, Ground Equipment, Facility, Pole or portion thereof that has been left by Licensee in an unused or non-functioning condition for more than 120 consecutive days; unless, after notice to Licensee, Licensee has established to the reasonable satisfaction of the City that the Attachment, Ground Equipment, Facility, Pole or portion thereof has the ability to provide communications.
- 2.2 "Accessory Equipment" means any equipment serving or being used in conjunction with a Wireless Facility or Wireless Support Structure including, but not limited to, utility or transmission equipment, switches, wiring, power supplies, generators, batteries, cables, equipment buildings, cabinets and storage sheds, shelters or

similar structures associated with an Antenna located at the same fixed location as the Antenna.

- 2.3 “Annual Fee” means the fee(s) for placement of Attachment(s), Facilities and/or Ground Equipment on and around City Poles payable on an annual basis, as specified in this Agreement.
- 2.4 “Antenna” or “Pole Top Attachment” means communications equipment that transmits or receives electromagnetic radio signals used in the provision of Wireless Services, to include the Antenna, coax, support masts, grounding or bonding wires, power supply, nuts washers and through bolts used by Licensee to provide Licensee Service that are owned or controlled by Licensee and attached to City Poles pursuant to this Agreement.
- 2.5 “Applicable Codes” means uniform building, fire, electrical, plumbing or mechanical codes adopted by a recognized national code organization or local amendments to those codes, as adopted by the City of Coffeyville, Kansas, (i.e. NEC, NESC, OSHA, etc).
- 2.6 "Applicable Standards" means all applicable engineering and safety standards governing the installation, maintenance, and operation of Small Cell Facilities and the performance of all work in or around electric Utility Facilities and includes the most current versions of National Electric Safety Codes ("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 other reasonable safety and engineering requirements of the City, provided such requirements of the City are applied on a non-discriminatory basis to utility and attaching entities and all other users, and provided further that such requirements of the City are consistent with this Agreement. All future updates or revisions of said Applicable Standards are hereby incorporated by reference herein.
- 2.7 “Applicant” means any person or entity that submits an Application to the City requesting a Permit for authorization of the deployment or collocation of a Small Wireless Facility and/or Licensee Pole for placement of such Small Wireless Facility and the agents, employees and contractors of such person or entity.
- 2.8 “Application” means a written submission of the form and information submitted by Licensee to the City to obtain permission from the City for the placement, Attachment, Modification or removal of Licensee’s Small Wireless Facility, Ground Equipment and/or Licensee Pole at a specified location. The form of the Application, Application fee and information required shall be prescribed by the City and is incorporated in this Agreement. See Appendices A, B and C.
- 2.9 "Attachment(s)" means any equipment that is placed in the communication space of City Poles on the same face of the Pole and may include an Antenna Attachment made on the pole top, pursuant to this Agreement. Attachments in the Supply Space and pole top Attachments will be defined in the permitting process and will only be on Poles with street access and which are mutually

agreed to by the City and Licensee. All such Attachments are subject to the requirements in the City Ordinance and this Agreement.

- 2.10 “Cable” means a single aerial cable, wire or fiber optic strand used by Licensee to provide Licensee Service and any hardware or equipment thereto, owned or controlled by Licensee and attached to City Poles pursuant to this Agreement. A cable is “placed on” or “Attached to” a City Pole if any portion of it is physically located on the City Pole. Licensee shall provide a detailed description of Licensee’s Cable in its Application.
- 2.11 “Camouflaged Facility” means any Attachment, Facility, or Ground Equipment that is covered, blended, painted, disguised, camouflaged or otherwise concealed such that it blends into the surrounding environment and is visually unobtrusive as approved by the City and may include, but is not limited to one that is hidden beneath a façade, blended with surrounding area design, painted to match the supporting area or disguised with artificial tree branches
- 2.12 "Capacity" means the ability of a Pole to accommodate an additional Attachment based on Applicable Standards, including space and loading considerations.
- 2.13 “Carrier” means a provider of Wireless Services authorized by the Licensee to utilize the Licensee’s Facilities and/or Pole.
- 2.14 “Climbing Space” means that portion of a Pole’s surface and surrounding space that is free from encumbrances to enable each Party’s employees and contractors to safely climb, access and work on Facilities and equipment.
- 2.15 “Collocate or Collocation” means to install or mount an Antenna or other Attachment on a Wireless Support Structure for the purpose of transmitting and/or receiving radio frequency signals whether or not there is an existing Antenna or other Attachment on the Wireless Support Structure and/or to modify an existing Wireless Support Structure for the purpose of installing or mounting an Antenna or other Attachment on such structure all in compliance with Applicable Standards, codes, regulations and ordinances.
- 2.16 “Communication Space” means that space located above the Common Space on the Pole, and below the Communication Worker Safety Zone. No Communications Facilities shall be located in the Common Space or the Communications Worker Safety Zone under this Agreement.
- 2.17 "Communication Worker Safety Zone" means that dedicated space on a Pole that separates the City’s Supply Space from the Communication Space. No power supply facilities or Small Cell Wireless Facilities shall be allowed in the Communication Worker Safety Zone.
- 2.18 “Correct” means to perform work to bring an Attachment into compliance with Applicable Standards.

- 2.19 “Costs” means the City’s fully-allocated costs, including without limitation all direct costs for labor, time, services, material, contractors and related engineering and administrative expense, as determined by the City in accordance with its standard and applicable engineering, construction, accounting and billing practices and procedures.
- 2.20 “Effective Date” means the date this Agreement was signed by all parties.
- 2.21 “Electric Service Request” means a request to receive billable electric service that meets all of the requirements of the Electric Service Standards of the City.
- 2.22 “Electrical Supply Space” or "Supply Space" means that portion of a utility pole which is determined to be usable for electric power supply and that is located between the topmost location of the Communication Worker Safety Zone and the top of the Pole.
- 2.23 “Emergency” means a situation exists which, in the reasonable discretion of the City or Licensee, if not remedied immediately, poses an imminent threat to public health, life, safety, damage to property or an electric service outage.
- 2.24 “Environmental Laws” means all federal, state, county and local statutes, and all regulations or ordinances of any federal, state, county or local regulatory agency, relating to the protection of health, safety or the environment including all similar state and local laws and/or regulations now or hereinafter enacted or amended.
- 2.25 “Facilities” means all Poles and equipment of the City, along with all approved Licensee Poles and equipment used by Licensee in providing electrical power and/or wireless telecommunications service, including but not limited to, electric supply equipment, fiber optic, copper, and/or axial cables, supporting strands, service drops utilized to provide Electric Supply Service and Communications Services. All Facilities must be Tagged.
- 2.26 “FCC” means the Federal Communications Commission of the United States.
- 2.27 “Franchise” or “State Franchise” means an agreement between the state of Kansas and an Applicant which grants the Applicant the privilege to provide telecommunication services within the state of Kansas.
- 2.28 “Ground Equipment” means all parts of a Wireless Facility that are located on the surface of the ground and, if included in an approved Application or otherwise approved by the City in writing, to include an incidental structure to support metering devices.
- 2.29 “Hazardous Materials” means any waste, pollutant, toxic substance or hazardous substance, contaminant or materials regulated by any Environmental Laws including, without limitation, petroleum or petroleum-based substances or wastes, asbestos and polychlorinated biphenyls.

- 2.30 “Historic District” or “Historic Landmark” means a building, property, or site, or group of buildings, properties, or sites that are either (i) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i through Section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR Part 1, Appendix C.
- 2.31 “Law” means a federal or State statute, common law, code, rule, regulation, order, or local ordinance or resolution.
- 2.32 “Licensee Pole” means any pole or support structure owned and maintained by Licensee.
- 2.33 “Licensee Service” means the small cell wireless telecommunications services provided or intended to be provided by Licensee to its customers using its Facilities.
- 2.34 "Make Ready" means all work that the City reasonably determines to be required prior to attachment by the Applicant/Licensee to accommodate the Small Cell Facilities and/or to comply with all Applicable Standards. Such work includes, but is not limited to, rearrangement and/or transfer of existing Attachments and/or facilities, inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), pole replacement and construction but does not include routine maintenance.
- 2.35 “Marked-Up Application” means the Application as reviewed and completed by the City to identify any Make Ready work and/or any special conditions governing placement, Modification or removal of any Attachments, Facilities, Ground Equipment and/or Pole.
- 2.36 “Micro Wireless Facility” means a Small Wireless Facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.
- 2.37 “Modification” or “Modify” means any change or alteration affecting Wireless Facilities or Licensee’s Poles including without limitation any change in the number, type, ownership or use of, which causes the information provided by Licensee in the prior Application(s) to be incorrect or incomplete in any respect.
- 2.38 “Other Party” means any entity, party or service provider who is not a party to this Agreement.
- 2.39 “Parties” or “Party” means signatures to this Agreement referred to as the City and/or Licensee.
- 2.40 "Permit" means the approved Application issued by the City after all reviews are completed by the appropriate City departments in response to a Permit Application being granted. A Permit, after all Make Ready work is completed,

provides permission to Licensee for the placement, Modification or removal on or from the City's Poles, Support Structure and/or placement of Licensee Poles in the Right of Way of the specific Small Cell Facility or Licensee Pole identified in the Application. The form of the Permit Application shall be prescribed by the City and incorporated into the City's Standards and Specifications. See Appendix B (Permit Application) and Appendix C (Standards and Specifications).

- 2.41 "Pole" or "City Pole" means an electrical pole, or any other pole, to include a street light pole, or similar structure that is used in whole or in part for electric distribution, lighting, traffic control, or a similar function; that the City owns and is maintained by the City. It shall not include electric transmission structures/primary pole(s) or any other structure(s) owned and/or maintained by the City. It also shall not include Licensee Poles.
- 2.42 "Post-Installation Inspection" means the inspection by the City or in combination with Licensee to verify that the Attachment(s), Ground Equipment and/or Licensee Pole have been made and/or placed in accordance with Applicable Standards and the Permit.
- 2.43 "Pre-Construction Survey" means all work or operations required by Applicable Standards and/or the City to determine the Make-Ready work necessary to accommodate Licensee's Small Cell Facilities and/or Licensee's Poles. Such work includes, but is not limited to, a Pole Loading Study, field inspection and administrative processing.
- 2.44 "Reserved Capacity" means Capacity or space on a City Pole or support structure that the City has identified and reserved for its own future utility requirements at the time of the Permit grant, including the installation of cable circuits for operation of the City's electric system.
- 2.45 "Right-of-Way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. Right-of-way does not include any City owned aerial lines.
- 2.46 "Riser" means metallic or plastic encasement materials placed vertically on the Pole to guide and protect wires and cables.
- 2.47 "Small Cell Facility" means a wireless facility that meets each of the following qualifications:
 - (a) Each antenna is located inside an enclosure of no more than six cubic feet in volume, or in the case of an antenna that has exposed elements, the antenna and all of the antenna's exposed elements could fit within an imaginary enclosure of no more than six cubic feet in volume; and
 - (b) Accessory Equipment enclosures that are no larger than 17 cubic feet in volume; and

- (i) The Wireless Facilities are mounted on structures 50 feet or less in height including their Antennas, or
 - (ii) are mounted on structures no more than 10 percent taller than other adjacent structures, or
 - (iii) do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater;
 - (c) The Facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified by the FCC.
- 2.48 “Supply Space” means that portion of City Poles which is determined to be usable for electric power supply distributed by City, and that is located between the topmost location of the Communication Worker Safety Zone and the top of the Pole.
- 2.49 "Unauthorized Attachment" means any Attachment or facility of any kind placed on or around a City Pole(s) without a Permit or such authorization as is required by City Ordinance and this Agreement.
- 2.50 “Wireless Facility” means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including:
- (a) equipment associated with wireless communications; and
 - (b) radio transceivers, Antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless Facility includes Small Cell Facilities.
- Wireless Facility does not include wireline backhaul facilities, coaxial or fiber optic cable that is between Wireless Support Structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an Antenna.
- 2.51 “Wireless Infrastructure Provider” means any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, Wireless Facilities, Wireless Support Structures, or utility poles and that is not a Wireless Services Provider but is acting as an agent or a contractor for a Wireless Services Provider or Licensee for the Application submitted to the City.
- 2.52 “Wireless Provider” means a Wireless Infrastructure Provider or a Wireless Services Provider.

- 2.53 “Wireless Services” means any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using Wireless Facilities.
- 2.54 “Wireless Services Provider” means a person or entity who provides Wireless Services.
- 2.55 “Wireless Support Structure” or “Support Structure” means a pole, tower, base station, or other structure, whether or not it has an existing Antenna facility, that is used or to be used for the provision of wireless service.
- 2.56 “Wireline Backhaul Facility” means a physical transmission path, all or part of which is within the right-of-way, used for the transport of communication data by wire from a Wireless Facility to a network.

3.0 SEVERABILITY

- 3.1 If any section, subsection, sentence, clause, phrase, or word of this Agreement is, for any reason, deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or preempted by legislative enactment, such decision or legislation shall not affect the validity of the remaining portions of this Agreement. Rather the Parties intend that the remaining provisions shall be administered as if the Agreement did not include the invalid provision.

4.0 AUTHORITY FOR ATTACHMENTS, MODIFICATIONS AND PLACEMENT

- 4.1 No Attachment, Wireless Facility or Pole shall be placed or Modified on or around any City Poles or in any City Right of Way until (i) an Application has been submitted by Licensee, a Permit(s) is granted by the City, and all Make Ready work is completed, all in accordance with Articles 5.0 and 6.0 of this Agreement, and (ii) Licensee has obtained all necessary permits, licenses, consents, certifications and approvals from all governmental authorities and other parties in connection therewith.
- 4.1.1 No Attachment, Accessory Equipment or Wireless Facility will be placed or Modified on any City Poles without the written consent of the City.
- 4.2 Modifications, which do not require lane closures, traffic control issues and which do not implicate non-attaching entities or persons, shall not be subject to an additional Application and Permit to the extent that:
- (a) such Modification to the Attachment involves only substitution of internal components, and does not result in any change to the external appearance, dimensions, or weight of the Attachment, as approved by the City; or

- (b) such Modification involves replacement of the Attachment with an Attachment that is the same, or smaller in weight and dimensions as the approved Attachment.
- 4.2.1 However, notification through the National Joint Utilities Notification System (“NJUNS”) shall be provided to the City for all such Modifications which do not require an additional Application or Permit.
- 4.3 Submission of a new Application and issuance of a new Permit is required for Modifications involving placement or Attachment of any Wireless Facilities at a new or different position on any City Pole where such placement or Attachment makes the information provided on the initial Application inaccurate.
 - 4.3.1 This does not apply in circumstances where Licensee is transferring or rearranging its Wireless Facilities at the request of a third-party as part of that third party’s Make Ready work necessary to attach its facilities to the City Pole.
- 4.4 The City may accept or reject an Application for placement of a new Licensee Pole or for Attachment to a City Pole. Licensee is subject to the City’s right to use City Poles and Right of Way for its own purposes, including the reservation of Capacity, as well as space for safety purposes and/or future use. In the event an Application is rejected, the City shall work with Licensee to determine a suitable alternative location.
 - 4.4.1 The City’s use of City Poles shall take precedence over all other uses and the City may, in its sole discretion, determine the use of City Poles.
 - 4.4.1.1 The permission given by the City to Licensee to use City Poles or the City’s Right of Way under this Agreement shall in no way limit the City’s use of City Poles or City Right of Way of the City Right of Way for its own business operations, or the rights or privileges previously given by the City to any Other Parties, not party to this agreement, to use any City Poles or the Right of Way, regardless of whether the City Poles or Right of Way are at any time occupied by Licensee’s Wireless Facilities.
 - 4.4.2 In the event the City reasonably determines that a rearrangement, transfer or removal of Licensee’s Attachment(s) is necessary for the City’s own purposes and/or for use of previously Reserved Capacity space, Licensee will perform such rearrangement, transfer or removal within thirty (30) days after receiving written notice from the City.
 - 4.4.2.1 The City may, in its sole discretion, offer Licensee alternative space on another City Pole or City support structure for Licensee’s affected Attachment(s), provided that such alternative space and City Pole or City support structure are available. However, the

City is not obligated to offer such alternative to Licensee.

4.4.3 If Licensee fails to rearrange, transfer, or remove its Attachment(s) or Pole(s) within the thirty (30) days after receiving written notice from the City, the City may, in its reasonable discretion, perform such rearrangement, transfer or removal of Licensee's Attachment(s) and/or Pole(s).

4.4.3.1 Licensee shall be solely responsible for all documented costs incurred by the City in rearranging, transferring or removing Licensee's Attachment(s) and/or Pole(s).

4.4.3.2 In such event, the City shall not incur any liability of any kind or nature whatsoever to Licensee, its customers, affiliates, parents, owners, or subsidiaries, unless liability is caused by the City's willful misconduct.

4.5 Licensee agrees to comply with all applicable laws, statutes, ordinances, rules and regulations related to the installation, use and operation of its Wireless Facilities and Licensee Poles. Additionally, Licensee shall obtain and maintain, at its sole cost and expense, all easements, licenses, consents, franchises, certifications, permits, or other authorizations required from any property owner, the City or governmental entity in connection with the installation, maintenance, use and operation of Licensee's Poles and/or any of Licensee's Wireless Facilities on any City Poles.

4.5.1 Licensee shall be responsible for the cost of all such permits or approvals, whether such charges are imposed against the City, Licensee, or a carrier utilizing Licensee's Wireless Facilities or Poles.

4.5.2 The City may, at its sole discretion, request evidence that all such easements, licenses, consents, franchises, certifications, permits, approvals, and authorizations have been obtained and are in full force and effect, and Licensee agrees to promptly provide the requested information.

4.6 Licensee shall not place any Attachments, Wireless Facilities or Ground Equipment on or near City Poles or in the Right of Way until all necessary Make Ready work has been performed.

4.7 Licensee shall install, maintain, and remove all Attachments, Wireless Facilities, Ground Equipment and/or Licensee Poles in accordance with the City's Standards and Specifications. Licensee shall be responsible for familiarizing itself with the Standards and Specifications in Appendix C to this Agreement.

4.8 In the event of any Emergency, or condition during installation that threatens persons or property, the City may, in its sole discretion, order Licensee to stop work as appropriate. The City will give such order and notice in such manner as is practicable under the circumstances.

5.0 PERMITTING OF SMALL CELL WIRELESS FACILITIES

5.1 Permit(s) Required. Licensee shall obtain one or more Permits from the City to Collocate a Small Cell Facility and/or to place a Licensee Pole within the Right of Way. An Application shall be received and processed, and Permits issued shall be subject to the following conditions and requirements:

5.1.1 *Application Requirements.* Licensee shall provide the following information to the City, together with the City's Small Cell Facilities Permit Application and/or the City's Licensee Pole Permit Application as a condition of placing any Licensee Pole within the Right of Way or placing any Small Cell Facilities on a City Pole or City Wireless Support Structure:

- (A) A copy of the Small Cell Facility Deployment Agreement between the City and Licensee;
- (B) Site specific structural integrity established by pole loading and wind bearing studies and Make Ready analysis prepared by a professional engineer;
- (C) The location where each proposed Small Cell Facility or Pole would be installed and photographs of the location and its immediate surroundings depicting the Poles or structures on which each proposed Small Cell Facility would be mounted or location where Poles or structures would be installed. This should include a depiction of the completed facility;
- (D) Specifications and drawings prepared by a professional engineer, for each proposed Small Cell Facility covered by the Application as it is proposed to be installed; and
- (E) The equipment type and model numbers for the Antennas and all other wireless equipment associated with the Small Cell Facility;
- (F) A proposed schedule for the installation and completion of each Small Cell Facility covered by the Application, if approved; and
- (G) Certification that the Collocation complies with the Collocation Requirements and Conditions contained herein, to the best of Licensee's knowledge.
- (H) In the event that the proposed Small Cell Facility is to be Attached to an existing pole owned by an entity other than the City, Licensee shall provide legally competent evidence of the consent of the owner of such pole to the proposed Collocation.
- (I) Each Application shall be accompanied by Licensee's payment of applicable Fees as set out in Appendix A.

5.1.2 *Application Process.* The City will process Applications to install Small Cell Facilities as follows:

- (A) The first completed Application shall have priority over Applications received by different Applicants for Collocation on the same Pole or Wireless Support Structure.
- (B) The time period for approval of Applications shall begin when the Application is submitted and may be tolled within the first 30 days after the submission of the Application if the City notifies Licensee that such Application is incomplete, identifies all missing information and specifies the code provision, ordinance, or Application instruction that require the information to be submitted.
- (C) Within ten (10) business days of receiving an Application, the City will determine and notify Licensee in writing whether the Application is complete. If the Application is incomplete, the City shall specifically identify the missing information in writing. The processing deadline in the below subdivision is tolled from the time the City sends the notice of incompleteness to the time Licensee provides the missing information. That processing deadline may also be tolled by mutual agreement of the Parties.
- (D) An Application to Collocate a Small Cell Facility on an existing Pole or existing Wireless Support Structure will be processed on a nondiscriminatory basis within sixty (60) days after the submission of a completed Application.
- (E) An Application to Collocate a Small Cell Facility that includes the installation or replacement of a new Pole or a new Wireless Support Structure will be processed on a nondiscriminatory basis within ninety (90) days after the submission of a completed Application.
- (F) All deadlines imposed on the City shall be tolled during any period in which delay is the result of Licensee's or third parties' action(s) or inaction(s) (i.e. delays in payment of fees, failure to rearrange or transfer Attachments, etc.).

5.1.3 *Application Denial.* The City shall deny an Application if the proposed action in the Application could reasonably be expected to:

- (A) Materially interfere with the safe operation of traffic control equipment or City-owned communications equipment;
- (B) Materially interfere with sight lines or clear zones for transportation, pedestrians, or non-motorized vehicles;

- (C) Materially interfere with compliance with the Americans with Disabilities Act, 42 U.S.C. Sections 12101 to 12213, or similar federal or state standards regarding pedestrian access or movement;
- (D) Materially obstruct or hinder the usual travel or public safety on the right-of-way;
- (E) Materially obstruct the legal use of the right-of-way by the City, a utility, or other third party;
- (F) Fail to comply with reasonable and nondiscriminatory spacing requirements of general application adopted by ordinance or regulations promulgated by the state highways and transportation commission that concern the location of ground mounted equipment and new Utility Poles. The City's spacing requirements shall not prevent Licensee from serving any location and shall include a waiver, zoning, or other process that addresses Licensee's requests for exception or variance and does not prohibit granting of such exceptions or variances. Notwithstanding the foregoing ground mounted equipment shall be four (4) feet from the Pole;
- (G) Fail to comply with the Applicable Standards, for utility Poles or Wireless Support Structures;
- (H) Fail to comply with the reasonably objective and documented aesthetics of a decorative Pole and Licensee does not agree to pay to match the applicable decorative elements;
- (I) Fail to comply with the reasonable, nondiscriminatory zoning regulations of the City;
- (J) Fail to comply with reasonable and nondiscriminatory undergrounding requirements contained in the City's ordinances, or subsequently enacted for new developments, that require all utility facilities in the area to be placed underground and prohibit the installation of new or the modification of existing Poles in a right-of-way without prior approval, provided that such requirements include a waiver or other process of addressing requests to install such Poles and do not prohibit the replacement or modification of existing Poles consistent with this section or the provision of Wireless Services; or
- (K) If the City determines that applicable Standards, ordinances, or regulations that concern public safety, or the Collocation requirements and conditions contained herein require that the Pole or Wireless Support Structure be replaced before the requested Collocation, approval shall be conditioned on the replacement of the Pole or Wireless Support Structure at the cost of Licensee.

- 5.1.4 The City shall document the basis for a denial, including the specific code provisions or Application conditions on which the denial is based, and send the documentation to Licensee on or before the day the City denies an Application. Licensee may cure the deficiencies identified by the City and resubmit the revised Application once within 30 days after notice of denial is sent to Licensee without paying an additional Application Fee. The City will approve or deny the revised Application within 30 days after Licensee resubmits the Application. Failure to resubmit the revised Application within 30 days of denial shall require Licensee to submit a new Application with applicable fees, and recommencement of the City's review period.
- 5.1.4.1 Any review of a revised Application shall be limited to the deficiencies cited in the denial. However, this limitation on review does not apply if the revised Application curing the deficiency requires the review of a new location, new or different structure to be Collocated upon, new Antennas, or other wireless equipment associated with the Small Cell Facility.
- 5.1.5 *Tolling.* All time periods for Applications may be further tolled by an express written agreement by the Parties; or by a local, State or federal disaster declaration or similar emergency that causes the delay.
- 5.1.6 *Consolidated Applications.* Unless otherwise agreed by the Parties, each Application seeking Permit to Collocate Small Cell Facilities within the jurisdiction of the City may file a consolidated Application for the Collocation of up to five (5) Small Cell Facilities provided all such Small Cell Facilities involve substantially the same type of Small Cell Facility, substantially the same type of Support Structures and do not require the construction or installation of a new Support Structure.
- 5.1.6.1 Such consolidated Applications shall be reviewed and processed within sixty (60) days of receipt of the completed consolidated Application. If an Application includes multiple Small Cell Facilities, the City may remove Small Cell Facility Collocations from the Application and treat separately Small Cell Facility Collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. At the City's discretion, the City may issue separate Permits for each Collocation that is approved in a consolidated Application or a single Permit encompassing all Facilities approved in a consolidated Application.
- 5.1.7 *Duration of Permits.* The duration of a Permit shall be for a period of not less than five (5) years, and the Permit shall be renewed for equivalent durations unless the City makes a finding that the Small Cell Facilities or the new or modified Support Structure do not comply with the Applicable

Standards and/or City codes or any provision, condition or requirement contained in this Agreement.

5.1.7.1 The provision of 5.1.7 shall be subject to the right of the City to require, upon adequate notice and at Licensee's own expense, relation of Facilities as may be needed in the interest of public safety and convenience, and the Licensee's right to terminate with proper notice at any time.

5.1.8 *Means of Submitting Applications.* Licensee shall submit Applications, supporting information and notices to the City by personal delivery at the City's designated place of business or by regular mail or overnight courier mail and electronic submittal and all specified time periods shall start upon receipt of the Application by the City.

5.2 *Collocation Completion Deadline.* Collocation for which a Permit is granted shall be completed within six (6) months after issuance of the Permit. After six (6) months, if Collocation is not complete, the Permit shall be void, unless the Parties mutually agree in writing to an extension.

5.3 *Removal of Abandoned Small Cell Facilities.* The owner of a previously installed Small Cell Facility shall remove such Facility within ninety (90) days of the Facility becoming non-operational or of the owner ceasing to use such Facility. If the owner of such Small Cell Facility fails to timely remove the abandoned facility, the City may remove such facility at the owner's expense and without any liability resulting therefrom.

6.0 COSTS AND SCHEDULING OF MAKE READY WORK

6.1 After the City's Engineering Department receives the Application for Wireless Attachments, Modification or Placement of a Licensee Pole, Licensee shall accompany the City, or a City designated contractor, on all site inspections scheduled by the City to determine the nature and extent of required Make Ready work related to the proposed Attachment, Modification or placement of a Licensee Wireless Facility and/or Pole. The City shall provide Licensee with sufficient notice of any such pre-Construction/pre-Modification/pre-placement Inspection.

6.2 The City will indicate with the Marked-Up Application the Make Ready work necessary to accommodate the proposed Attachment of Licensee's Wireless Facilities, proposed Modifications and/or placement of a Licensee Pole, as well as the Cost of such Make Ready work. The City will, within forty-five (45) days of receipt of a complete Application, also specify on the Marked-Up Application any special conditions that will govern the proposed Attachment, Modification or placement of Licensee's Wireless Facilities or Licensee's Pole(s), unless mutually agreed to otherwise by the Parties.

6.3 If, after receiving the Marked-Up Application, Licensee still desires to have its Wireless Facilities placed on a City Pole, to implement the proposed

Modifications and/or place a Licensee Pole under the terms and conditions indicated on the Marked-Up Application, Licensee shall accept such terms and conditions by signing the Marked-Up Application and returning the same to the City's Engineering Department within fourteen (14) business days after delivery by the City, together with payment in full.

- 6.3.1 All Make Ready Cost, as such Cost is identified by the City, shall be paid prior to issuance of any Permit. After receipt of such payment and issuance of a Permit by the City, the City will cause the Make Ready work to be performed in accordance with this Section and pursuant to a schedule that avoids conflict or interference with the City's prior work commitments and regular business operations. The Make Ready work will be completed within ninety (90) days of the completed Application being submitted to the City, allowing for reasonable unforeseen delays or in the event of a Force Majeure, unless otherwise mutually agreed to by the Parties.
- 6.3.2 Licensee shall pay for engineering work performed by the City, which includes, but is not limited to, analysis, field survey or inspection of the proposed Wireless Facilities. In addition, Licensee will pay all actual and documented costs (to the extent not paid pursuant to section 6.1 above), when incurred and billed, for the preparation of engineering documentation or work orders and drawings, that may be necessary to accommodate the Wireless Facilities, whether occurring prior to the placement of any Wireless Facilities on City Poles or Support Structures, or occurring subsequent to the placement of any Wireless Facilities on City Poles or Support Structures in connection with any post-construction inspection(s) to determine whether the Wireless Facilities have been attached properly, in accordance with the Application and all applicable Permits. The City shall provide Licensee with an invoice for all actual and documented costs incurred for such additional work.
- 6.3.3 Parties agree that it will be Licensee's responsibility to arrange, with any third parties currently on City Poles, for the transfer or rearrangement of existing third-party Attachments and for reimbursement to those exiting attaching entities for any costs that they incur in rearranging or transferring their facilities to accommodate Licensee's Attachment(s).
- 6.3.4 All deadlines imposed on the City shall be tolled during any period in which delay is the result of Licensee's or third parties' action(s) or inaction(s) (i.e. delays in payment of fees, failure to rearrange or transfer Attachments or delay in acceptance of Marked-Up Application).
- 6.3.5 Upon notification by the City of the completed Make Ready work, Licensee may then attach to the designated Pole or Support Structure.

6.4 Unless the Parties mutually agree otherwise, Licensee will pay the actual and documented costs incurred by the City to upgrade or replace Poles or Support Structures to which Licensee's Facilities are Attached if the upgrade or replacement is required solely due to the addition or Modification of Licensee's Facilities or equipment, and to pay the proportionate share of the costs incurred by the City to upgrade or replace Poles or Support Structures if the upgrades or replacements directly benefit the Licensee and other users to such Poles or Support Structures and are made to meet the City's service needs, are made at the request of Licensee or an additional Attaching party, or are made as a result of governmental order or regulation.

6.4.1 In the event Licensee opts to place a Licensee Pole for the attachment of Licensee's Facilities, the City, at Licensee's request, may (but is under no obligation to do so) accept ownership and maintenance responsibilities of such pole.

7.0 COLLOCATION REQUIREMENTS AND CONDITIONS

7.1 The following represent requirements and conditions applicable to the placement of Small Cell Facilities and Licensee Poles under this Agreement.

7.2 *City Priority.* The City's use of Poles or Support Structures for its own business operations will take precedence over all other uses of City Poles or Support Structures.

7.2.1 The City is not required to maintain any Poles or Support Structures for a period longer than is necessitated by its own service requirements.

7.2.1.1 In the event the City determines that it will no longer maintain a Pole or Support Structure upon which any of Licensee's Wireless Facilities are attached, the City will send Licensee sixty (60) days written notice that it will no longer maintain the Pole or Support Structure.

7.2.1.2 Such notice may be less than sixty (60) days if the City is required by a governing authority to take action in regard to its Pole or Support Structure and is given less than sixty (60) days to take such action. In such event, the City may offer Licensee alternative space on another Pole or Support Structure for Licensee's Wireless Facilities, provided that such alternative space on a Pole or Support Structure are available. However, the City is not obligated to offer such alternative to Licensee.

7.2.2 *Space Reservation.* The City may grant access to City Poles and Support Structures subject to a reservation of space to reclaim such space, when and if needed, to meet the City's core utility purpose or documented City plan projected at the time of the Application.

7.3 Installation and Maintenance. Licensee shall, at its sole cost and expense, install, maintain, repair, Modify and remove its Small Cell Facilities in safe condition and good repair in accordance with all Applicable Standards and Specifications and of all applicable national, regional, state, local and municipal laws, statutes, ordinances, rules and regulations.

7.3.1 In the event the City provides maintenance, transfer, removal replacement and/or relocation services to Licensee as a result of Licensee's failure to perform such services after notice given, then Licensee shall pay to the City all actual and documented costs incurred as a result of the maintenance, transfer, removal, replacement and/or relocation of Licensee's Attachments, Facilities, Ground Equipment, or Licensee Pole.

7.3.2 In the event that notice is provided by a governmental body that Licensee or its Carrier's use of any City Pole hereunder is in violation of any municipal, state or federal law, statute, ordinance, rule or regulation, over which said governmental entity has jurisdiction, or is not authorized by permit, license or other approval required from any governmental body, or in the event notice is provided by a property owner or joint owner of the pole of such violation or unauthorized use, the City may elect, in its sole discretion, by written notice to Licensee to revoke any Permit granted under this Agreement authorizing Licensee's use of said Pole.

7.3.2.1 Such revocation to be effective upon the sixtieth (60th) day following the date of such notice. In the event the City elects to revoke such Permit, Licensee shall remove its Wireless Facilities at Licensee's sole cost and expense, within sixty (60) days from the date of the City's revocation notice.

7.4 Licensee, its agents, contractors, employees, Carriers, invitees, customers and others shall not, under any circumstances whatsoever, touch, handle, tamper with or contact, directly or indirectly, any of the City's Facilities other than the City's Pole, without the express written consent of the City, which consent the City may not unreasonably withhold.

7.4.1 For Poles with Attachments located outside the Supply Space, or Attachments on secondary poles, the City shall not be held responsible for, and Licensee expressly relieves the City from all liability by reason of injury, including death, or damage of any nature whatsoever to Licensee or its agents, contractors, subcontractors, Carriers, employees, invitees, customers and others who touch or are on the City Poles, except if such liability results from the negligence or willful misconduct of the City.

- 7.4.2 For Poles with 12,470 volts or greater, and with Attachments located inside the Supply Space, the City shall not be held responsible for, and Licensee expressly relieves the City from all liability by reason of injury, including death, or damage of any nature whatsoever to Licensee or its agents, contractors, subcontractors, Carriers, employees, invitees, customers and others who touch or are on the City Poles, except if such liability results from willful misconduct of the City.
- 7.4.3 In the event of a casualty or loss which results in the damage or destruction of the City's Facilities to which Licensee's Facilities are Attached or located, the City shall have no obligation hereunder to rebuild or restore the City Facilities; provided that in the event the City elects not to rebuild or restore the City's Facilities, the Permit in question shall immediately terminate. In such event, the City shall work in good faith to allow Licensee's Wireless Facilities to be Attached on a reasonable alternative Pole or Support Structure.
- 7.5 The City reserves the right to make periodic inspections of Licensee's Wireless Facilities located on or about City Poles or City Support Structures, or a portion of same, as well as Licensee's Poles located within the Right of Way as often as conditions warrant. If the City determines that Corrections or changes need to be made to meet the Applicable Standards and Specifications, Licensee shall cause such Corrections or changes to be made at Licensee's sole expense.
- 7.5.1 Licensee shall make all Corrections or changes that could impact public safety immediately.
- 7.5.2 Licensee shall make all other Corrections or changes within thirty (30) days of written notice.
- 7.5.3 Any Corrections or changes not Corrected or changed within the specified time will be deemed an Unauthorized Attachment.
- 7.6 All work performed on City Poles shall be performed by the City. Licensee shall pay the actual and documented costs for all work performed by the City at the request or necessitated by the presence of an Attachment or any portion of Licensee's Wireless Facility.
- 7.6.1 If the City is unable to perform work resulting from the request of Licensee or necessitated from the presence of a Licensee Attachment or a Licensee Pole, on a case-by-case basis, the City and Licensee may mutually agree in writing to allow employees, agents or contractors that perform work in connection with Licensee's Small Cell Facilities to perform such work.
- 7.6.2 Only workers who are approved by the City and trained, pre-qualified, licensed, certified, bonded, and insured to provide Communications Worker

Contractor Services, in compliance with all Applicable Standards and applicable national, regional, state, local and municipal requirements may work on the City's Poles or Facilities. All such workers shall have successfully completed the OSHA training programs for working within a ten (10) foot safety working clearance zone over, under and around the City's energized primary, secondary and services lines. In addition, all such workers shall undergo continuing training to maintain current skills and certifications in electric line safety methods and equipment and must be certified by the State of Kansas.

- 7.6.3 Specifically regarding the installation of RF equipment, Licensee is authorized to utilize qualified contractors approved by Licensee for work below secondary power lines.
- 7.7 Due to safety concerns, all Poles where Antennas are to be installed must be bucket truck accessible and only on distribution or street light Poles.
- 7.8 Licensee shall discuss design and mounting of all Antennas with Coffeyville City Electric Department prior to installation.
- 7.9 Licensee shall maintain its Small Cell Facilities in such a manner so as not to endanger or interfere with the use of City Poles or Support Structures by the City or others granted a right to attach to said Poles.
- 7.10 *No interference.* Upon receipt of any notice from the City, Coffeyville Utilities, any court or governmental entity that Licensee's operation of the Small Cell Facilities are interfering with or endangering any persons, equipment, property or Facilities of the City or any other party including the general public, Licensee will, at its sole cost and expense, immediately take all necessary steps to correct or stop such danger or interference.
 - 7.10.1 Licensee shall install Small Cell Facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment.
 - 7.10.2 Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency.
 - 7.10.3 If a Small Cell Facility causes such interference, and Licensee has been given written notice of the interference by the City, Coffeyville City Utilities, any court or governmental entity including a public safety agency, Licensee, at Licensee's sole expense, shall remedy the interference in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including

47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

7.10.4 The City may terminate a Permit for a Small Cell Facility based on such interference if Licensee is not in compliance with the Code of Federal Regulations cited in the previous paragraph. Failure to remedy the interference as required herein shall constitute a public nuisance.

7.10.5 The uninterrupted operation of the City's Facilities and the provision of electricity to its customers are of paramount importance hereunder and, therefore, any mitigating interference that may be caused to Licensee's Wireless Facilities by the City's Facilities, existing or future, shall be solely Licensee's responsibility and accomplished solely at the expense of Licensee. Licensee shall eliminate such interference by adjustment to its Wireless Facilities or by termination of the applicable Permit.

7.10.6 Under no circumstances shall the City be required to interrupt, suspend or alter its uses of the City's Poles, Support Structures or Facilities in order to accommodate Licensee or its rights granted hereunder, unless such interruption, suspension or alteration will not materially affect the City's operations.

7.10.7 The City may interrupt, suspend or stop Licensee's transmission during any periods in which the City is working on a City Pole or Support Structure in which Licensee has a Wireless Attachment or Wireless Facility.

7.10.7.1 Except in an Emergency, the City will provide Licensee twenty-four (24) hours notice prior to any such interruption. In cases of an Emergency, the City will provide notice to Licensee as soon as practicable after the emergency work has either been initiated or completed.

7.11 *Safety Zones.* Licensee shall not Collocate Small Cell Facilities on City Poles that are part of an electric distribution or transmission system within the communication worker safety zone of the Pole or the electric supply zone of the Pole. However, the Antenna and support equipment of the Small Cell Facility may be located in the communications space on the City Pole and on the top of the Pole, if not otherwise unavailable, provided Licensee complies with the Applicable Standards for work involving the top of the Pole.

7.11.1 For purposes of this Agreement, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the NESC as published by the Institute of Electrical and Electronics Engineers.

- 7.11.2 No work shall be completed in the electric supply zone without approval of the Coffeyville City Utility Department or without a properly authorized Permit issued by the City.
- 7.11.3 Likewise, amplifiers and equipment other than wireless devices will not be permitted in the electric supply zone or communication worker safety zone.
- 7.11.4 If Pole communications equipment needs to be replaced, the NJUNS will be used to notify attaching providers to transfer their equipment.
- 7.12. *Code and Law Compliance.* Licensee shall comply with all applicable Standards, codes, and local code provisions and/or regulations that concern public safety.
 - 7.12.1 Disconnect, meter, and Antenna equipment must be installed to comply with Coffeyville City Utility Department construction standards.
 - 7.12.2 Driven pole grounds shall be required for each Antenna installation and installed per Applicable Code at a distance of four (4) feet from the pole.
 - 7.12.3 Licensee shall also comply with all historic district preservation laws and requirements.
- 7.13 Protective Equipment. Licensee, its Carriers, their employees, and contractors shall utilize and install adequate protective equipment as required by the Applicable Standards and Specifications to ensure the safety of people and Facilities. Licensee shall at their own expense install protective devices designed to handle the voltage and current impressed on its Facilities in the event of a contact with the supply conductor. The City shall not be liable for any actual or consequential damages to Licensee's employees or Facilities.
- 7.14 *Aesthetic Standards.* Licensee shall comply with written aesthetic standards that are generally applicable for decorative utility poles, or reasonable stealth, concealment and aesthetic requirements that are set forth by this City in this Agreement and the published Aesthetic Standards of the City. All aesthetics must be mutually agreed to by Licensee and the City prior to installation. The City's published Aesthetic Standards are located on the City's web page and are incorporated herein by reference.
- 7.15 *Alternate Placements.* Except as provided in this Article 7, Licensee shall not be required to Collocate Small Cell Facilities on any specific City Pole or be required to Collocate multiple Antenna systems on a single City Pole.
 - 7.15.1 However, with respect to an Application for the Collocation of a Small Cell Facility associated with a new City Pole or a new Licensee Pole, the City may propose that the Small Cell Facility be Collocated on an existing City Pole or existing Wireless Support Structure within 100 feet of the proposed Collocation, which Licensee will accept if it has the right to use the alternate structure on reasonable terms and conditions, and the alternate location and

structure does not impose technical limits or additional material costs as determined by Licensee.

7.15.2 If Licensee refuses a Collocation proposed by the City, Licensee shall provide written certification describing the property rights, technical limits, or material cost reasons the alternate location does not satisfy the criteria in this paragraph.

7.16 *Height Limitations.* Unless the Parties mutually agree otherwise, new or replacement Poles or Wireless Support Structures on which Small Cell Facilities are collocated may not exceed the higher of 50 feet in height including the Antennas or be more than 10 percent taller than other adjacent structures and cannot extend existing structures on which the Small Cell Facility is located to a height of more than 50 feet or more than 10 percent, whichever is greater.

7.16.1 The use of pole top extensions is discouraged and shall not be utilized unless the City agrees to the use of such extensions.

7.16.2 *Height Exceptions or Variances.* If Licensee proposes a height for a new or replacement Pole or Support Structure in excess of the above height limitations, on which the Small Cell Facility is proposed for Collocation, Licensee shall apply for a Special Use Permit in conformance with procedures, terms and conditions set forth in the Ordinances of the City.

7.17 *Contractual Design Requirements.* Unless the City, Licensee and the private property owner agree otherwise, Licensee shall comply with requirements that are imposed by a contract between the City and a private property owner that concern design or construction standards applicable to Poles, Support Structures and ground-mounted equipment located in the right-of-way.

7.18 *Ground-Mounted Equipment Spacing.* Licensee shall comply with applicable spacing requirements in the Applicable Standards, applicable codes and ordinances concerning the location of ground-mounted equipment located in the Right of Way provided the requirements include a waiver, zoning or other process that addresses Licensee's requests for exception or variance and do not prohibit granting of such exceptions or variances. Notwithstanding the foregoing all ground-mounted equipment shall be no less than four (4) feet from the Pole.

7.19 *Undergrounding Regulations.* Licensee shall comply with local code provisions or regulations concerning undergrounding requirements that prohibit the installation of new or the Modification of existing Poles or Support Structures in the Right of Way without prior approval provided the requirements include a waiver, zoning or other process that addresses requests to install or Modify such new Poles or Support Structures and do not prohibit the replacement of Poles or Support Structures.

7.20 *Use of Tangent Poles.* Licensee should seek to place Antennas on tangent poles and not Poles with utility equipment such as transformers, capacitors, reclosers or underground risers for primary conductors.

- 7.21 *Sizing.* Unless mutually agreed by the Parties, only one Small Cell Wireless device greater than 36x24x12 inches in size (whether a receiver, transmitter or combination unit) will be permitted per pole and only one Wireless Provider is permitted on a single Pole. Such placement shall be subject to pole loading and wind bearing studies.
- 7.22 *Streetlight Placement.* Unless mutually agreed by the Parties, only one Small Cell Facility may be attached to a streetlight bracket and may be no more than three (3) feet and no less than six (6) inches from the Pole. Placement on such streetlight shall be subject to pole loading and wind bearing studies. The maximum weight for any such device shall not exceed fifteen (15) pounds when installed on a streetlight arm.
- 7.23 *Antenna Coax Cable.* Antenna coax cable, unless mutually agreed by the Parties, shall be installed with a maximum size of two (2) inch diameter schedule 40 PVC conduit. Conduit supports must be installed every five (5) feet. All such antenna coax cable shall be installed in accordance with the NESC.
- 7.24 *RF Warning Signs.* Two RF warning signs must be installed – one near Pole top level where the safe approach level ends (for FCC General population/uncontrolled power levels) and one near the base of the Pole. These signs shall indicate the safe approach distance. Each sign shall also indicate the Small Cell Facility's owner's name and contact number where a representative may be reached twenty-four (24) hours per day, seven (7) days per week. All such signage shall be kept accurate and current.
- 7.25 *Disconnects.* All Small Cell Facilities and/or Antennas pursuant to this Agreement, which require electrical power, shall have disconnects allowing the City to disconnect power to avoid RF exposure to its employees when working around any such Facilities. The City and its employees shall be permitted to cut power to any such Facilities as is reasonable when working in or around any such Small Cell Facility or Antenna for purposes of employee safety.
- 7.26 *No Logos.* Licensee shall not, and will ensure all its Carriers will not, place any logos, brand name identifiers or illumination on any Poles or Facilities without the City's approval documented on the Permit Application.
- 7.27 *Notifications of Work.* The City Engineering Department shall be notified 24 hours prior to when a contractor will be working in the approved area of the Supply Space. Such notification shall include the date and time the work is to be performed, the contractor's company name, the names of the individuals performing the work, and a description of work to be performed.
- 7.27.1 Once the work has been completed and before leaving the work site, the contractor will notify the City that the work has been completed and they will be leaving the site.
- 7.28 *Reports.* Licensee's Facilities shall be clearly labeled on each Pole location with Licensee's name and a telephone number where a representative of

Licensee can be reached twenty-four (24) hours a day, seven (7) days a week to receive reports of problems with the Facilities. All labels shall be kept accurate and current.

7.28.1 Licensee shall investigate all such reports in a timely manner and perform all necessary repair and maintenance to remedy such problems.

7.28.2 "Timely Manner" means a remote response is made within four (4) hours of the initial report and an on-site response is made within twenty-four (24) hours of the initial report if an Emergency, and within thirty (30) days if not an Emergency.

8.0 APPLICATION AND OTHER FEES

8.1 The following Application Fees shall apply:

8.1.1 Licensee shall pay an Application Fee of \$500 for an Application to place up to five (5) Small Cell Facilities.

8.1.2 Each Small Cell Facility beyond the initial five (5) will cause an additional Application Fee of \$100 to be imposed.

8.1.3 Notwithstanding any contrary provision of state law, federal law, or local ordinance, Applications pursuant to this Agreement shall be accompanied by the required Application Fee. Application Fees are nonrefundable.

8.2 The City shall not require any Fees or other charges, from Licensee, Permitted and authorized to occupy the Right of Way for: 1) routine maintenance; 2) the replacement of Wireless Facilities with Wireless Facilities that are substantially similar, the same size, or smaller if the Licensee includes equipment specifications for the replacement of equipment consistent with specifications provided at the time of original Application for Permit; or 3) the installation, placement, maintenance, operation or replacement of Micro Wireless Facilities suspended on cables that are strung between existing Poles in compliance with safety codes.

8.3 *Charges for Corrective Actions by City.* Licensee shall pay to the City all actual and documented costs incurred by the City for Correcting, transferring, removing or other services rendered within thirty (30) days from the date of receipt of invoice from the City.

8.4 *Charges for Unauthorized Attachments/Facilities/Licensee Poles.* The Attachment of any Wireless Facility, Attached to or installed within four (4) feet of City Poles, or the Modification of any such Wireless Facility, not listed on Licensee's Inventory, or the

placement of any Licensee Poles done without the approval of the City pursuant to the terms of this Ordinance, shall be considered an Unauthorized Attachment of the Wireless Facility or unauthorized placement of the Licensee Pole.

8.4.1 Licensee shall pay the City for each Unauthorized Wireless Facility and for each Unauthorized Pole, the rent for such Unauthorized Attachment back to the date of the last audit, as well as an Unauthorized Attachment and/or unauthorized Licensee Pole placement penalty of \$500.00 per day from the date of notice. Such Fees and penalty shall be paid by Licensee without prejudice to any of the City's other rights under this Agreement, including the City's right to remove such Unauthorized Facilities or unauthorized Licensee Poles.

8.5 Non-Functioning Wireless Facilities shall continue to be assessed annual Rates for the Wireless Facilities that are no longer in service or operation until they are removed from the City Pole or Support Structure.

8.5.1 Thirty (30) days following written notice from the City to remove Licensee Poles no longer being utilized shall be assessed a \$500 per day penalty until removed.

8.5 Licensee is solely responsible for all Fees and/or penalties assessed, regardless of whether the Wireless Facilities are leased or sublicensed to a Carrier.

8.6 Licensee shall secure a Permit from the City to work within the Right of Way for activities that affect traffic patterns, require lane closures or any excavation.

9.0 ANNUAL ATTACHMENT RATE

9.1 Licensee shall pay \$270 annually for each Small Cell Facility attached to a City Pole or City Support Structure.

9.2 The City reserves the right to charge a higher annual Attachment rate and to collect any shortfall upon showing by a reasonable approximation that the reasonable and non-discriminatory actual costs incurred by the City as a result of the Small Cell Facility exceeds \$270 annually for each Small Cell Facility.

9.3 Notwithstanding the foregoing, the City shall not collect any shortfall that was incurred more than twenty-four (24) months prior to such request.

10.0 AUDITS/LIST OF ATTACHMENT/FACILITIES/POLES AND LOCATIONS

10.1 Licensee shall install its Wireless Facilities and Licensee Poles only in the locations authorized and Permitted by the City.

- 10.2 The City may revoke Licensee's Permit to place a Licensee Pole or to use a City Pole or Support Structure for non-compliance with a term or terms of this Agreement or the Small Cell Ordinance, subject to the notice and right to cure procedures for a default in this Agreement.
- 10.3 Upon request of either Party, or every five (5) years, an official audit will be conducted to determine the number, type and locations of all Wireless Facilities located on or about City Poles, City Support Structures, and the locations of non-City owned Poles. The Cost of said audit shall be split proportionally between all the Wireless Services Providers.
- 10.3 Licensee shall maintain a list of its Wireless Facilities and Licensee Poles with locations and shall provide said list to the City on December 31st of each year.
- 10.4 Leasing and Subleasing
- 10.4.1 No later than ninety (90) days from the Effective Date, Licensee shall provide in writing a list of each of its Wireless Facilities and Licensee Poles along with the names of each Carrier that utilizes each of the Wireless Facilities and Licensee Poles. Licensee will then annually on December 31st of each year provide a current list of said Carriers to City.
- 10.4.2 Licensee may lease use of its Wireless Facilities and Licensee Poles to Carriers for provision of Wireless Services only if the use strictly complies with this Agreement.
- 10.4.3 Licensee further agrees to utilize its network capacity for use by multiple Carriers.

11.0 EXCEPTIONS TO APPLICABILITY

- 11.1 Nothing in this Agreement authorizes a person to Collocate Small Cell Facilities as follows:
- 11.1.1 Unless otherwise mutually agreed, this Agreement does not authorize the use of the City's transmission structures, which are those structures used to support electric circuits of 345 kilovolts and higher.
- 11.1.2 On property owned by a private party or property owned or controlled by the City or another unit of local government that is not located within Right of Way, or a privately-owned pole or Wireless Support Structure without the consent of the property owner;
- 11.1.3 On property owned, leased, or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes without the consent of the affected district.

12.0 ABANDONMENT

- 12.1 Any of Licensee's Small Cell Facilities or Licensee Poles that are not operational or utilized for a continuous period of 12 months shall be considered Abandoned. Licensee shall remove the Small Cell Facility or Licensee Pole within ninety (90) days after receipt of written notice from the City notifying Licensee of the Abandonment.
 - 12.1.1 The notice shall be sent by certified or registered mail, return receipt requested, by the City to Licensee at the last known address of Licensee.
 - 12.1.2 If the Small Cell Facility or Licensee Pole is not removed within ninety (90) days of such notice, the City may remove or cause the removal of such Facility or Pole pursuant to the terms of this Agreement at the sole cost of Licensee and without any liability to the City arising therefrom.
- 12.2 Licensee shall not sell or transfer Small Cell Facilities or Licensee Poles within the jurisdiction of the City without the consent of the City, which shall not unreasonably be withheld.

13.0 INSURANCE

- 13.1 *Insurance Policies Required.* At all times Licensee has Small Cell Facilities, or Attachments on or around City Poles or Support Structures, or Licensee Poles within the Right of Way, Licensee shall keep in force and affect all insurance policies and limits as set forth below:
 - 13.1.1 Workers' Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits and employers' liability insurance 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. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.
 - 13.1.2 Commercial General Liability Insurance. Such policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with limits of liability not less than \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$2,000,000 personal injury, and \$2,000,000 each occurrence.
 - 13.1.3 Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, and \$1,000,000 aggregate.
 - 13.1.4 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 not less than \$4,000,000 each occurrence and \$4,000,000 aggregate.

13.1.5 Property Insurance. Each Party will be responsible for maintaining property insurance on its own Facilities, buildings, and other improvements, including all equipment, fixtures, and utility structures, fencing, or support systems that may be placed on, within, or around 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.

13.1.6 Subcontractors. Licensee shall ensure that each of its contractors and/or subcontractors adhere to the same insurance requirements set forth in this Section; provided, however, this provision may be satisfied by contractors' insurance policies which meet the policy requirements and insure the activities of their subcontractors in lieu of separate subcontractor insurance policies.

13.1.7 At the City’s sole discretion, Licensee may self-insure all or a portion of the insurance coverage and limits required by the City.

13.2 *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 with respect to liability assumed by Licensee hereunder. All contractors and all subcontractors who perform work on behalf of Licensee or its Carriers, shall carry, in full force and effect, workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance coverages of the type that Licensee is required to obtain under this Section with the same limits.

13.3 *Certificate of Insurance; Other Requirements*. Prior to Licensee installing or constructing any Attachment or Wireless Facilities on or around a City Pole or Support Structure or placing a Licensee Pole, and prior to each insurance policy expiration date during the period Licensee has any Attachment or Wireless Facilities on or around a City Pole or Support Structure or has any Licensee Poles in the City, it shall furnish the City with a certificate of insurance ("Certificate") which shall include all endorsements for each insurance policy, and upon request, certified copies of the any required endorsements held by Licensee. The Certificate shall reference the Small Cell Facilities Deployment Agreement. The City shall be given thirty (30) days advance notice of cancellation or nonrenewal of insurance during the same period. The City, its council members, board members, commissioners, agencies, officers, officials, employees, and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation, which shall be so stated on the Certificate of Insurance. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. All policies shall be written with deductibles,

not to exceed \$100,000, or such commercially reasonable greater amount as the Parties mutually agree and expressly allowed in writing by the City. Licensee shall defend, indemnify and hold harmless the City and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Section. Licensee shall obtain Certificates from their agents, contractors, and their subcontractors and provide a copy of such Certificates to the City upon request.

- 13.4 *Limits.* The limits of liability set out in this Agreement may be increased or decreased by mutual consent of the City and Licensee, which consent will not be unreasonably withheld by either, 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 Licensee's exposure to risk.
- 13.5 *Prohibited Exclusions.* No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed pursuant to this Agreement, (2) exclude coverage of liability arising from excavating, collapse, or underground work conducted by Licensee, (3) exclude coverage for injuries to City employees or agents resulting from acts or omissions of Licensee, or (4) exclude coverage of liability for injuries or damages caused by Licensee's contractors or the contractors' employees or agents or for injuries or damages caused by Licensee's Carriers. This list of prohibited provisions shall not be interpreted as exclusive.
- 13.6 *Self-Insurance.* If Licensee's net worth exceeds twenty-five million dollars (\$25,000,000.00), Licensee may elect to request self-insurance status in lieu of obtaining any of the insurance required by this Agreement. Licensee shall provide audited financial statements to the City. In the event that Licensee is granted self-insurance status, Licensee shall annually furnish the City an audited financial statement evidencing Licensee's net worth that is attested to by one of Licensee's corporate officers. The ability to self-insure shall continue so long as Licensee meets all the requirements of this Section. If Licensee subsequently no longer satisfies this Section, Licensee is required to purchase insurance as indicated by this Agreement and City Ordinance.
- 13.7 *Deductible/Self-insurance Retention Amounts.* Licensee 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.
- 13.8 *Performance Bond.* Licensee shall furnish a performance bond executed by a surety company reasonably acceptable to the City which is duly authorized to do business in the state of Kansas in the amount of fifty thousand dollars (\$50,000.00) for the first Poles/Attachments Licensee obtains permits for, up to twenty-five Poles/Attachments, and then an additional fifty thousand dollars (\$50,000.00) for every fifty (50) Poles/Attachments thereafter, for the duration

-) Licensee has Attachments on or around any City Pole or Support Structures or Licensee Poles within the Right of Way as security for the faithful performance of its duties and responsibilities set forth in this Agreement and for the payment of all persons performing labor and furnishing materials in connection with same. Licensee shall obtain a bond which allows for the use of the bond to cover damages caused by Licensee or Licensee's contractors and/or agents, and unpaid fees or rates owed by Licensee not covered by any insurance policies including but not limited to: Reasonable documented charges for work performed by the City resulting from Licensee's actions or omissions, to include but not limited to, restoration of Licensee's sites to their prior condition, reasonable wear and tear of City property, and any unpaid permit and administrative fees owed by Licensee. Licensee shall keep such performance bond, at its expense, in full force and effect until the one hundred eightieth (180th) day after the removal of all of Licensee's Wireless Facilities from any City Poles or Support Structures and after the removal of all of Licensee's Poles, to insure the faithful performance of all the duties and responsibilities set forth in this Agreement. Such bond shall provide for thirty (30) days prior written notice to the City of cancellation or material change thereof. If the bond is cancelled or not extended, the Licensee shall replace it with another at least ten (10) days prior to expiration and if Licensee fails to do so, the City shall be entitled to present its written demand for payment of the entire face amount of such bond and to hold the funds so obtained as a security deposit. Any unused portion of any such Security Deposit shall be returned to Licensee upon replacement of the bond. In the event of any noncompliance with any provisions of this Agreement by Licensee or its Carriers, the City may draw upon said bond or Security Deposit thereby reducing the principal amount thereof. Licensee shall immediately cause the said bond to be restored to its principal sum.

14.0 INDEMNIFICATION

- 14.1 Licensee agrees to defend and hold harmless the City, its directors, officers, employees, shareholders, agents, contractors, subcontractors, successors and assigns (the "City Indemnitees") from and against any and all third party claims, including any claims by its Carriers, demands, actions, causes of action, liabilities, judgments, obligations, costs or expenses for any damage to property, or for injury to or death of any person or persons, or any other costs or expenses, including without limitation reasonable attorneys' fees and costs, related to, arising out of or connected with the placement, use, operation, repair, Modification or removal of any of Licensee's Wireless Facilities or Licensee's Poles pursuant to this Agreement; provided, however, that Licensee shall have no obligation hereunder to indemnify any City Indemnitees for their own negligence or misconduct on Poles with no Supply Space. Licensee shall immediately notify the City of any such claims, demands, damages, injuries or deaths, and shall provide a written report, or other pertinent material or information, if requested.

- 14.2 Notwithstanding the foregoing, but pursuant to Section 7.4.2, on Poles with a Supply Space, excluding secondary poles, Licensee agrees to defend and hold harmless the City, its directors, officers, employees, shareholders, agents, contractors, subcontractors, successors and assigns (the "City Indemnitees") from and against any and all third party claims, including any claims by its Carriers, demands, actions, causes of action, liabilities, judgments, obligations, costs or expenses for any damage to property, or for injury to or death of any person or persons, or any other costs or expenses, including without limitation reasonable attorneys' fees and costs, related to, arising out of or connected with the placement, use, operation, repair, Modification or removal of any of Licensee's Wireless Facilities or Licensee's Poles pursuant to this Agreement. Licensee shall immediately notify the City of any such claims, demands, damages, injuries or deaths, and shall provide a written report, or other pertinent material or information, if requested.
- 14.3 In no event will the City be liable for any noise, induced voltages, currents or other interference affecting any of Licensee's Wireless Facilities and/or Licensee's Poles, unless caused by the City's intentional misconduct. Except for the Make Ready work expressly required by the City, City shall not agree to undertake any alterations or improvements to make City Poles or the Right of Way suitable for Licensee's Wireless Facilities or Licensee's Poles. Licensee accepts the use of any City Poles, City Support Structures and/or Right of Way in their as-is, where-is condition, with all faults, subject to City's obligation to comply with all laws with respect to the maintenance, ownership, and operation of the Poles.
- 14.4 Licensee agrees to be liable for and promptly reimburse the City, except to the extent of the City's own negligence or willful misconduct, and any authorized City Pole, City Support Structure or Right of Way user for expenses incurred in repairing or replacing City Poles, Licensee Poles or any Facilities damaged or destroyed, if such damage or destruction is caused by or results from, in whole or in part, Licensee's or its Carrier's negligence, recklessness or willful misconduct.
- 14.5 Each party shall conduct its operations, and otherwise use, occupy, or maintain City Poles, City Support Structures or Right of Way hereunder in compliance with all applicable Environmental Laws and shall not cause any hazardous materials to be introduced to or handled on or about City Poles, City Support Structures, or the Right of Way hereunder. Except to the extent City is immune from liability pursuant to the Kansas Tort Claims Act or other federal or state laws or regulations, or to the extent City's liability is limited according to law, each party hereby indemnifies and shall defend and hold harmless the other and all other City Indemnitees as well as Licensee's directors, officers, employees, shareholders, agents, contractors, subcontractors, successors and assigns from and against any suits, damages, injuries, costs and expenses of any kind including, without limitation, court costs, reasonable attorney and consultant fees, remediation costs, fines and penalties, whether asserted under Environmental Laws or at common law, arising out of or related to (a) any

violation hereunder by either party, its Carriers, its employees, agents, or contractors of any Environmental Laws; or (b) the presence, release or threatened release of any hazardous materials at, on or about City Poles, City Support Structures or the Right of Way hereunder caused by that party, its Carriers, its agents, employees, contractors, subcontractors, or any entity in privity with or providing a benefit to Licensee; provided, however, that neither party shall have any obligation to so indemnify the other from that party's own negligence or misconduct, and Licensee shall have no liability for hazardous materials existing prior to Licensee's occupancy. The foregoing indemnification provisions and obligations shall survive any termination of this Agreement.

14.6 *Municipal Liability Limits.* No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by the City of any applicable state limits on municipal liability or governmental immunity.

14.7 NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER UNDER THIS AGREEMENT OR OTHERWISE FOR SPECIAL, LIQUIDATED, PUNITIVE, INDIRECT INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, BUSINESS OR SERVICE INTERRUPTION, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

15.0 DUTIES, RESPONSIBILITIES AND EXCULPATION

15.1 Duty to Inspect. Licensee acknowledges and agrees that the City does not warrant the condition or safety of City Poles, Facilities, Support Structures or Right of Way or the premises surrounding the Poles, Facilities or Support Structures, and Licensee further acknowledges and agrees that it has an obligation to inspect the City's Poles, Facilities, Support Structures or Right of Way prior to commencing any work there on or around and prior to entering the premises surrounding same.

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

15.3 DISCLAIMER. THE CITY WARRANTS THAT ITS WORK IN CONSTRUCTING AND MAINTAINING CITY POLES, FACILITIES, SUPPORT STRUCTURES AND RIGHTS OF WAY COVERED BY THIS AGREEMENT SHALL BE CONSISTENT WITH PRUDENT UTILITY PRACTICES THE CITY MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING CITY POLES, FACILITIES, SUPPORT STRUCTURES OR

RIGHT OF WAY, ALL OF WHICH ARE HEREBY DISCLAIMED, AND THE CITY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH IN THIS AGREEMENT. THE CITY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 15.4 Duty of Competent Supervision and Performance. The Parties further understand and agree that, in the performance of work under this Agreement, Licensee and its agents, employees, contractors, subcontractors and Carriers may work near electrically energized lines, transformers, or other City Facilities. The Parties understand and intend that energy generated, stored, or transported by City Facilities will not be interrupted during the continuance of this Agreement, except in Emergencies endangering life or threatening grave personal injury or property damage. Licensee shall ensure that its employees, agents, contractors, subcontractors, and Carriers have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, agents, contractors, subcontractors, and Carriers; employees, agents, contractors, and subcontractors of the City; and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, Licensee shall furnish its employees, agents, contractors, subcontractors and/or Carriers competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. Licensee agrees that in Emergency situations in which it may be necessary to de-energize any part of City's Facilities, Licensee 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 safe.
- 15.5 Request to De-Energize. If the City de-energizes any equipment or line at Licensee's request and for its benefit and convenience in performing a particular segment of any work, Licensee shall reimburse City for all costs and expenses that City incurs in complying with Licensee'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 Licensee's request.
- 15.6 Interruption of Service. If Licensee causes an interruption of service by damaging or interfering with any equipment of the City, Licensee shall, at its own expense, immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting therefrom and shall notify City immediately.
- 15.7 Duty to Inform. Licensee 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 Poles and/or Support Structures by Licensee's employees, agents, contractors, subcontractors or Carriers and Licensee accepts the duty and sole responsibility to notify and inform Licensee's employees, agents, contractors, subcontractors or

Carriers of such dangers and to keep them informed regarding same.

16.0 DEFAULT, TERMINATION AND OTHER REMEDIES

- 16.1 An Event of Default, each of the following being an “event of Default,” shall be deemed to have occurred hereunder by Licensee if:
- 16.1.1 Licensee breaches any material term or condition of this Agreement or Permit granted hereunder; or
 - 16.1.2 Licensee evades or attempts to evade any material provision of this Agreement or Permit granted hereunder; or
 - 16.1.3 Licensee makes a material misrepresentation of fact in this Agreement or Permit granted hereunder; or
 - 16.1.4 Licensee 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 Licensee’s control or the result of a *Force Majeure Event*; or
 - 16.1.5 Licensee fails to timely Correct violations of Applicable Standards.
- 16.2 Upon the occurrence of any one or more of the Events of Default set forth in this Article 16 hereof, the City may revoke the Permits granted to Licensee that are the subject of the Event of Default and require removal of the Wireless Facilities and/or Licensee Poles without fee refund until the Event of Default is cured.
- 16.3 Without limiting the rights granted to the City pursuant to the foregoing Article 16.2, 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 Issue Resolution Process of Article 18.
- 16.4 In the event the City fails to perform, observe or meet any material covenant or condition made in this Agreement or shall breach any material term or condition of this Agreement, or at any time any representation, warranty or statement made by the City shall be incorrect or misleading in any material respect, then the City shall be in default of this Agreement. Upon being provided notice from Licensee of said default, the City shall have thirty (30) days to cure same and if such default is not cured, then Licensee shall have any and all remedies at law or in equity available to it, including termination of this Agreement without any liability therefor.
- 16.4.1 The above notwithstanding, Licensee’s sole remedy if the City is unable to perform a survey or complete Make Ready Work within the prescribed timeframes under Articles 5 and 6 is the authority to perform such survey or Make Ready itself at Licensee’s expense.

16.4.2 Under no circumstance will a failure of the City to meet the survey or Make Ready time periods set out in Articles 5 and 6 subject the City to damages.

- 16.5 Upon termination of this Agreement, for any reason, Licensee shall remove its Wireless Facilities and/or Poles from all City Poles, Support Structures and/or Right of Way within six (6) months of receiving notice. If not so removed within that time period, the City shall have the right to remove Licensee's Attachments, Facilities and/or Licensee Poles and Licensee agrees to pay the actual and documented cost thereof within forty-five (45) days after it has received an invoice from the City.

17.0 FAILURE TO ENFORCE

Failure of the City or Licensee 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.

18.0 ISSUE RESOLUTION PROCESS

- 18.1 Dispute Resolution. Except for an action seeking a temporary restraining order or an injunction or to compel compliance with this dispute resolution procedure, the Parties can invoke the dispute resolution procedures in this Article at any time to resolve a controversy, claim, or breach arising under this Agreement. Each Party will bear its own costs for dispute resolution activity.
- 18.2 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.
- 18.3 Executive Meeting. If ninety (90) days after the first in-person meeting of the senior representatives 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.
- 18.4 Unresolved Dispute. 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 16.
- 18.5 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.

- 18.6 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.
- 18.7 Fees. Fees will continue to accrue pending dispute resolution procedures unless the dispute specifically involves a dispute over the application of the fees.

19.0 ASSIGNMENT

- 19.1 Limitations on Assignment. Licensee shall not assign its rights or obligations under this Agreement, nor any part of such rights or obligations, without the prior written consent of the City which consent shall not be unreasonably withheld, conditioned or delayed.
- 19.2 Obligations of Assignee/Transferee and Licensee. No assignment or transfer under this Article 19 shall be allowed until the assignee or transferee becomes a signatory to this Agreement and assumes all obligations of Licensee arising under this Agreement. Licensee shall furnish the City with prior written notice of the transfer or assignment, together with the name and address of the transferee or assignee however in no event shall the City unreasonably withhold, condition or delay consent to such assignment or transfer. .
- 19.3 Sub-licensing. Without the City's prior written consent, Licensee shall not sub-license or lease to any third party, including but not limited to, allowing third parties to place Wireless Facilities on City Poles, Facilities or Support Structures including Overlashing, or to place Attachments for the benefit of such third parties on City Poles, Facilities or Support Structures. Any such action shall constitute a material breach of this Agreement. The use of Licensee's Cable Facilities by third parties, including but not limited to leases of dark fiber, that involves no additional Attachment or Overlashing is not subject to this Article 19.3.

20.0 RECEIVERSHIP, FORECLOSURE OR ACT OF BANKRUPTCY

- 20.1 The Pole, Facility, Support Structure or Right of Way use granted hereunder to Licensee shall, at the option of the City, cease and terminate one hundred twenty (120) days after the filing of bankruptcy or the appointment of a receiver or receivers or trustee or trustees to take over and conduct the business of Licensee 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.
- 20.2 In the case of foreclosure or other judicial sale of the plant, property and equipment of Licensee, or any part thereof, including or excluding this Agreement, the City may serve notice of termination upon Licensee 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:

20.2.1 The City shall have approved the transfer of this Agreement to the successful bidder, as and in the manner in this Agreement provided; and

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

21.0 AMENDING AGREEMENT

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

22.0 NOTIFICATIONS

22.1 The Parties shall utilize electronic communications such as NJUNS for notifications, as well as email for notifications related to Permit Applications and approval process and necessary transfer or Pole Modifications.

22.2 The above notwithstanding, 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 with return receipt requested, or by overnight carrier mail with postage prepaid, and except where specifically provided for elsewhere, properly addressed as follows:

If to the City, at: City of Coffeyville

ATTN: City Manager
P.O. Box 1629
Coffeyville, KS 67337
Phone: (620) 252-6108
Facsimile: (620) 252-6175

If to Licensee, at: Kansas #15 Limited Partnership,

ATTN: Real Estate Lease Administration
8410 West Bryn Mawr Avenue
Chicago, Illinois 60631
Phone: 1-866-573-4544

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

22.3 Licensee's staffed 24-hour emergency telephone number, not available to the general public, where the City can contact Licensee to report damage to Licensee's Wireless Facilities/Licensee's Poles or other situations requiring immediate communications between Licensee and the City, is as follows; NOC:

800-510-6091, 1, 2 Such contact person(s) shall be qualified and able to respond to the City's concerns and requests regarding its Wireless Facilities and/or Licensee's Poles.

23.0 FORCE MAJEURE

If either the City or Licensee is prevented or delayed from fulfilling any provision of this Agreement by reason of 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, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the City or Licensee delayed in performing the acts required by this Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and the Party affected shall endeavor to remove or overcome such inability as soon as reasonably possible.

24.0 TERM OF AGREEMENT

This Agreement shall commence on its Effective Date and shall remain in effect for an initial period of five (5) years following the Effective Date (the "Initial Term"). Unless terminated sooner in accordance with this Agreement. The Agreement will automatically renew on the same terms and conditions set forth herein for three (3) five (5) year renewal periods ("Renewal Term"), except that the Annual Fees for each Attachment will be adjusted annually in accordance with Appendix A. The Agreement will be subject to termination by either party upon the giving of written notice to the other Party sixty (60) days prior to the end of the then current Term unless the Agreement is otherwise terminated in accordance with this Agreement.

25.0 INCORPORATION OF RECITALS AND APPENDICES

The recitals stated above and all Appendices to this Agreement are incorporated into and constitute part of 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
By: Ann Marie Vannoster
Mayor of Coffeyville, KS
P.O. Box 1629
Coffeyville, KS 67337
Phone: (620) 252-6108
Facsimile: (620) 252-6175

Kansas #15 Limited Partnership
By: USCOC Nebraska/Kansas, Inc.
its general partner
ATTN: (person authorized to sign)

Ann Marie Vannoster, Mayor

BY: _____

Title: _____

Appendix A – Application and Attachment Fees/Rates
Appendix B – Permit Application Forms
Appendix C – Construction Standards and Specifications

APPENDIX A FEES AND RATES

Annual Small Cell Wireless Pole Attachment Rate payable to City of Coffeyville as set out below for 2021 invoice and then subject to an annual 2% increase on each January 1 thereafter.

Annual Small Cell Wireless Pole Attachment Rate Payable to City of Coffeyville

Rates are per Pole, effective Jan. 1, 2021 for existing attachments

\$270 per pole – The Annual Attachment Rate is for all Small Cell Facilities on Distribution Poles, including Pole Top Attachments, Attachments in the Communication or Common Space, and Attachments on Street Light Poles. Distribution Poles shall include Single Phase, Three Phase Poles, and Secondary Poles. Poles with Distribution Power Equipment and Transmission Line Power Poles, Poles not within the City Right of Way and Poles with double deadends are not included.

Additional Fees Payable to City of Coffeyville

Unauthorized Small Cell Facilities:

\$1000.00 each

**This is in addition to the Annual Attachment Rate due back to the last audit, or in the event an audit has not been conducted, back to the date of the last official count by the City of Coffeyville.

Non-Transfer/Removal Fee:

If Licensee fails to rearrange, transfer, or remove Attachments due to pole change out or to correct violations Licensee shall be subject to a daily fee of one hundred dollars (\$100) per Small Cell Facility, per day after expiration of the original time period for completion of the work specified in the Agreement and the initial notification that Licensee needs to Rearrange, Transfer, Remove or Correct Attachments. Beginning with the ninetieth (90th) calendar day after expiration of the time period for completion of the work specified in the Agreement and original notification, the daily fee shall escalate to two hundred (\$200.00) per Small Cell Facility per day.



PERMIT REQUEST INFORMATION

APPLICATIONS AND FEES FOR COFFEYVILLE SMALL CELL WIRELESS POLE ATTACHMENT/INSTALLATION PERMIT

Note: Refer to Aesthetic Standards for Wireless Attachment Devices on City web page

FOR OFFICE USE ONLY:

Date Application Received by Engineering Department: _____

Permit # _____

Information and Fees Required by City Departments

**Engineering Department
102 W. 7th
Coffeyville, KS 67337
(620)-252-6128**

Type of Permit

___ Small Cell Installation (Include Sketch) ___ Special Exceptions (Describe)

___ Other (Describe)

Project Information

Pole Number for Attachment Or Pole Location Proposed (up to 5 per application)	Location (Address or Intersection)
1.	
2.	
3.	
4.	
5.	

Project Applicant: _____

Project Description: **(Attach diagrams/sketches/dimensions)**

Need Electric Service? ☐ Yes ☐ No

Service Size: Amps _____ Volts _____ Phases _____

Will any generating system be installed for emergency service?
Yes ☐ No ☐ (If yes, contact utility for requirements)

Applicant/Design Professional Information

Applicant: _____

Applicant Address: _____

Phone: _____ Email: _____

Design Professional in Charge: _____

Company Name: _____

Address: _____

Phone: _____ Email: _____

General Contractor/Subcontractor Information

Address: _____

Phone: _____ Email: _____

Additional Contractor Name: _____

Address: _____

Phone: _____ Email: _____

Additional Contractor Name: _____

Address: _____

Phone: _____ Email: _____

Submittal Requirements

- 1) Submit one complete set of stamped sealed plans and specifications and one CD or thumb drive containing plans and specifications in expandable pdf form, with each subsection as its own pdf.
- 2) Application, plans and fees outlined below must be submitted by mail or in person at Coffeyville, KS – ATTN: Engineering Department, 102 W 7th Coffeyville, KS 67337.

Insurance Requirements

The applicant must submit all applicable certificates of insurance pursuant to City requirements for Small Cell Wireless Pole Attachment Ordinance.

Coffeyville Public Utilities Permit Fees

Fees are applicable to the 2021 invoice and are subject to annual 2% increases each subsequent January 1 thereafter.

Permit Fees	Fee	Number	Total
Permit Application Fee: (maximum of 5 poles per application, add'l. \$100 for each application over 5)	\$500	x _____ =	\$ _____
Electrical & Engineering preinstall. Fee: Per pole:	\$ 50	x _____ =	\$ _____
Special Exception Fee:	\$ 50	x _____ =	\$ _____
Total Permit Fee			\$ _____

Electric Rates are referenced in Ordinance # G-18-04, Electric Department, City web page

Historic Landmarks Evaluation Fees (if applicable)

Applications for installation in a designated historic district may be subject to additional review by the City. This will be determined during the plan review process. The fee is effective as of _____, and subject to periodic review and adjustment by Coffeyville.

Historic Evaluation Fee \$50.00 per application in historic district.

Notice to Applicant: Your signature is required to validate this form. Upon signing you assume all responsibilities and authorizations established by Code for work authorized there-in.

Signature of Applicant

Date

Signature of Contractor

Date

**Public Works Department
Coffeyville
102 W 7th
Coffeyville, KS 67337
(620) 252-6020**

Right-Of-Way Permit Application

FOR OFFICE USE ONLY:
Permit # _____

Information

Application Date: _____ Work Start Date: _____

R/W User #: _____ Only applicable to work performed by a R/W user or
Subcontractor working under a user.

Company Name: _____ Email: _____

Company Address: _____ Business Phone: _____

Business License #: _____ Mobile Phone (Field Suprv): _____

Applicant Full Name: _____

Field Supervisor Full Name: _____

Job Address (Attach list if more than one): _____

Right-of-Way Construction

Description of type of work: (e.g., telecom, power, new, repair)

Temporary Traffic Control (TTC)

If Temporary Traffic Control is needed, a plan must be submitted for approval prior to the issuance of the permit. Requires 48 hours advance notice.

TTC Contractor: _____

Description: _____

Street Name: _____ To: _____ From: _____

If more than one. Attach complete list and description, # of lanes, start date, end date, hours closed.

Call 620-252-6020 before working in any intersection

Notice to Applicant

Kansas State Law requires utility locates for any underground excavation. Go to, www.kansasonecall.com or call 1-316-687-2102.

Your signature is required to validate this form. Upon signing you assume all responsibilities and authorizations established by the City Ordinance/Code for the work authorized therein. **Please read Inspection Requirements & General Construction Standards included in this Application and sign below.**

This Permit Expires on _____

Applicant Signature: _____ Date: _____

R/W Approved By: _____ Date: _____

TTC Approved By: _____ Date: _____

GENERAL CONSTRUCTION STANDARDS

For More Detailed Information see Coffeyville Public Works Manual

1. Contractors and subcontractors are responsible for obtaining a business license prior to performing work.
2. The contractor shall be required to repair all areas disturbed during work activities to equal or condition.
3. Backfill material under areas to be paved, and existing pavement shall meet specifications for APWA untreated aggregate base or KDOT type I base and be compacted to 95% maximum density. Sidewalks and driveways are considered paved areas. Backfill material not under pavement or sidewalk shall be earth fill compacted to 90% maximum density.
4. 3/8" clean rock shall be used for bedding and cover of sanitary sewer laterals. 4" bedding in soil and 6" in rock. Cover for gas lines may be 6" earth backfill.
5. Sidewalk replacement – entire panel is to be replaced – 4" thickness and matched with existing size and pattern, concrete mix is to be MCIB A-618-1-4, compaction as stated above.
6. Driveway replacement – concrete drive - entire panel is to be replaced. Concrete mix is to be MICB A-618-1-4, compaction as stated above for residential or commercial.
 - (a) Residential drive – 6" thickness to right of way. Property owner has the option for welded wire fabric.
 - (b) Commercial drive – 8" thickness and welded wire fabric entire driveway required.
7. Asphalt street cut repair requires a one (1') foot cut back on all four sides of original work area (disturbed soil) and 10" depth, patch consists of 8" MCIB A-618-1-4 concrete with a 2" APWA type III asphalt cap, concrete base is to be uniformly coated with emulsified asphalt (tack coat) prior to placing asphalt cap.
8. Concrete street cut shall be saw cut full depth and doweled using 5/8 smooth dowels on 18" centers (eliminating the required one foot cut back for asphalt streets), patch consists of 8" MCIB A-618-1-4 concrete.
9. Street openings of 8" or less do not require one foot cut back. Backfill shall be flowable fill. The patch shall be 8" concrete with a tack coat and 2" cap.
10. Uncompleted street openings shall have a temporary cold patch or a secured street plate. Any street plate used between November 1st and March 31st shall have a lighted barricade placed along the roadway and the location of the plate shall be reported to the Director of Public Works at 620-252-6020.
11. Cold weather concrete. When the ambient temperature is 40 degrees or less concrete shall be in accordance with MCIB specifications for cold weather concrete. If calcium chloride is used it shall be added in solution form not exceeding 2 per cent of weight of concrete.
12. A re-inspection fee of \$100.00 will be assessed for street cuts not repaired within 15 days unless prior arrangements are made, weather conditions are the exception.
13. Damage done by contractor to public infrastructure, including traffic signals shall be paid and repaired by the contractor in compliance with City standards and supervision

GENERAL POLE ATTACHMENT STANDARDS INDEX

GENERAL POLE ATTACHMENT STANDARDS

A proposed tenant requesting to attach to Coffeyville owned poles or overlash existing facilities owned by the proposed tenant or another tenant on Coffeyville poles must first have an existing Pole Attachment Agreement or Joint Use Agreement in place with Coffeyville. Every proposed attachment or overlash must first be approved by Coffeyville. An application for approval shall be submitted to Coffeyville that follows the requirements of the corresponding Agreement with the requesting tenant.

The requesting tenant must submit along with each application the required information listed in the section below. All planning costs associated with the request will be the responsibility of the tenant requesting the pole attachment or overlash.

Any existing attachment or overlash without an approved attachment or overlash request shall be considered an unauthorized attachment and subject to a penalty as determined by the related attachment agreement.

POLE ATTACHMENT AND OVERLASH APPLICATION PROCEDURES

A pole attachment and/or overlash application shall include the following:

1. The attachment application required by the corresponding Pole Attachment or Joint Use Agreement.
2. The number of poles per request will be limited to the number indicated in the corresponding attachment agreement.
3. One set of marked up maps showing the streets, addresses and pole locations of designated poles with Coffeyville pole numbers.
4. A pole loading analysis of each pole in the application using a finite element analysis program such as PLS-Pole, (Power Line Systems Inc.) or a Coffeyville approved equivalent program to calculate pole loading as required by the related Agreement. The analysis shall be done using NESC Grade C construction requirements and with .5 inch ice and $4lb./ft^2$ wind loading. The analysis shall be approved by Coffeyville Engineering Department.
5. Identify any overloaded poles and any "make ready work" necessary to meet these attachment standards and correct any existing violations.
6. Detailed drawings of the proposed attachments indicating size, weight and location of attachment.
7. Coffeyville will determine if there will be any cost related to the attachment request. Any related costs will be paid in advance before work will begin.

GENERAL REQUIREMENTS

Use of equipment brackets, standoffs, crossarms, extension arms and davit arms are not allowed. Poles shall not be boxed in. Communication cable shall not be installed on opposite sides of a pole.

Tenants are responsible for their own down guys and anchors designed to meet the NESC requirements. Attachment to Coffeyville anchors require a submitted request and prior approval.

Proof of required easements shall be provided upon request.

All vertical runs installed by tenant shall be placed in conduit and attached to pole using a minimum of 6" standoff brackets. U-guard and other protective covering are prohibited. Location of tenant risers shall be in accordance with Coffeyville standards.

GENERAL POLE ATTACHMENT STANDARDS INDEX

STANDARD
NUMBER
GPAS

DATE: 02/01/17

REVISED:

GENERAL POLE ATTACHMENT STANDARDS INDEX

WIRELESS ATTACHMENT DEVICES

Only one wireless device (receiver, transmitter or combination unit) less than 6x12x4 inches will be allowed per pole. Only one wireless provider will be permitted on a single pole.

Only one wireless device may be attached to a streetlight bracket arm. The unit must be no more than 3 feet and no less than 6 inches from the pole. Maximum weight of the device shall not exceed 15 lbs. when installed on a street light arm.

When wireless equipment is installed above the communication space, it must be installed by Coffeyville or a Coffeyville approved contractor that is qualified to work in the supply space.

Coffeyville may deny any attachment request or allow with the exception to reserve pole space for any planned future Coffeyville installation.

SUPPLY AND COMMUNICATIONS

Amplifiers and equipment other than wireless devices will not be allowed on Coffeyville poles. All communication devices requiring power shall have a disconnect switch, located on a separate meter stand. This will enable Coffeyville to disconnect power to the antennae and the battery backup, to avoid RF exposure to its employees while working around the devices. See attached standards.

A Coffeyville new service application shall be required to provide equipment power. Installation shall follow current Coffeyville Service Standards.

POLE TOP ANTENNA

1. The design and mounting requirements of all antennas must be approved by Coffeyville Engineering Department prior to installation.
2. Only one antenna shall be installed per pole.
 3. The antenna must be installed by Coffeyville or a Coffeyville approved contractor that is qualified to work in the Supply Space.
4. No work shall be completed in the Supply Space without approval of the Coffeyville Engineering Department.
5. All poles must be bucket truck accessible.
6. Pole Top Antenna will only be allowed on Distribution, Street Light Poles, or Poles specifically designated. However, power service to Pole Top Antenna shall not be from arc circuit street light service. See drawing A-17.
7. Antenna shall only be allowed on tangent poles.
8. Antenna shall not be installed on equipment poles or in the Primary Zone on a pole.
9. The height of all distribution poles used to mount pole top antennas shall be increased by 5 feet above existing pole height.
10. The use of pole top extensions is prohibited.
11. Antenna coax cable shall be installed in maximum size 2-inch diameter Sch. 40 PVC conduit. Conduit supports should be installed every 5 feet. Conduit less than 1 inch may be attached to the pole with ground wire molding staples.
12. When required, two RF warning signs must be installed. One sign shall be installed near the pole top at the level where the safe approach level ends and for FCC General Population/uncontrolled power levels. The second sign shall be installed near the base of the pole. These signs shall say "Warning - antenna safe approach distance is [xx] feet" and the antenna owners name and phone number. When Coffeyville work is required within the antenna approach distance, workers will disconnect the RF power source.
13. The antenna power source shall have a lockable disconnect installed to allow the antenna and battery backup to be de-energized when required for safety.
14. Disconnect, meter and antenna equipment must be installed in accordance with the current Coffeyville Construction Standards.
15. A driven pole ground is required for each antenna installation. It shall be installed to meet Coffeyville Construction Standards.
16. If a pole with communications equipment installed needs to be replaced, NJUNS will be used to notify the attaching companies to relocate their equipment.

GENERAL POLE ATTACHMENT STANDARDS INDEX

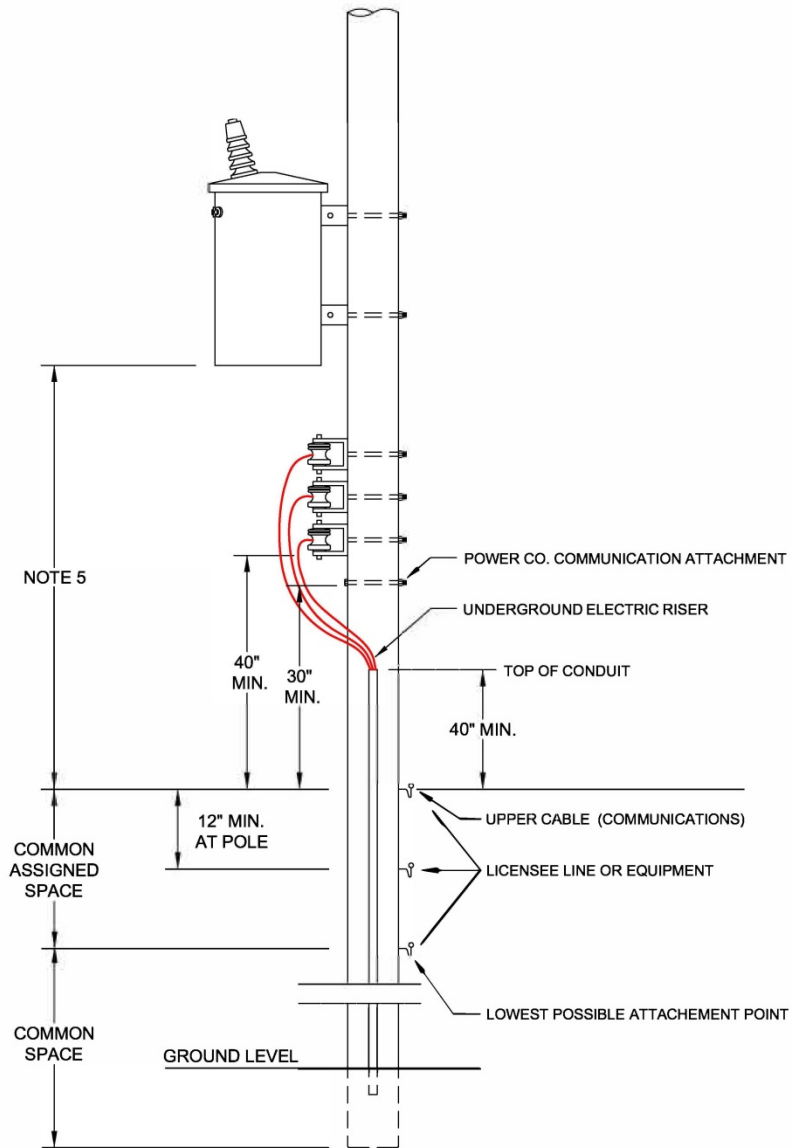
**STANDARD
NUMBER
GPAS**

DATE: 02/01/17

REVISED:

continued





NOTES:

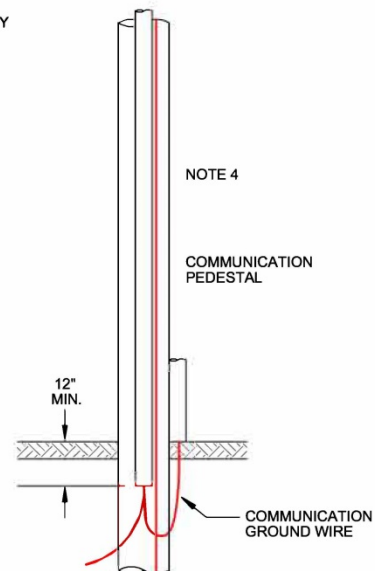
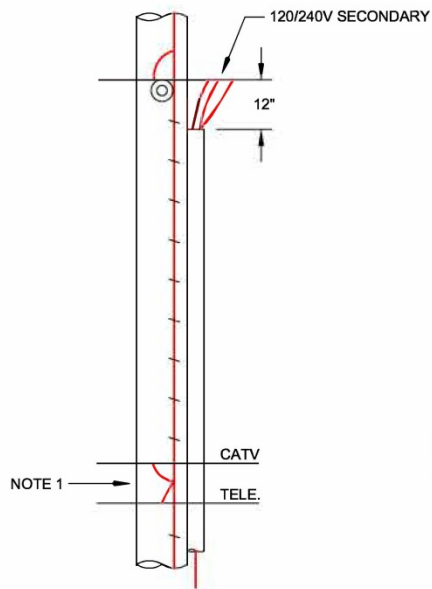
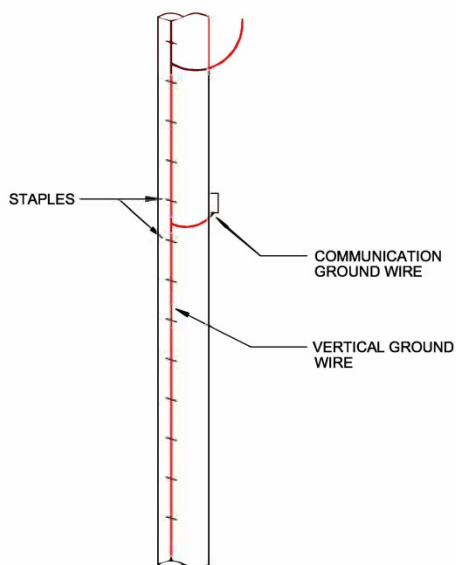
1. SEPARATION BETWEEN VERTICAL RUNS AND ANY METAL PARTS OR THROUGH BOLTS OF POWER OR COMMUNICATION EQUIPMENT SHALL BE AT LEAST 2" IN ANY DIRECTION. BOLTS SHALL HAVE LESS THAN 2" EXPOSED THREAD.
2. NO COMMUNICATIONS POWER SUPPLY SHALL BE MOUNTED ON POLES EXCEPT BY PERMISSION OF THE UTILITY.
3. THE ABOVE CLEARANCES MAY HAVE TO BE INCREASED TO ALLOW FOR CODE CLEARANCE REQUIREMENT IN MID SPAN.
4. LICENSEE'S ATTACHMENTS ON UTILITY POLES, INCLUDING METAL ATTACHMENT CLAMPS AND BOLTS, METAL CROSS ARM SUPPORTS, BOLTS AND OTHER EQUIPMENT, MUST BE ATTACHED SO AS TO MAINTAIN THE MINIMUM SEPARATIONS SPECIFIED IN THE NESC AND IN THESE DRAWINGS AND SPECIFICATIONS.
5. UTILITY CONSTRUCTION STANDARD DOES NOT ALLOW TRANSFORMER TANK TO BE LOWER THAN SYSTEM NEUTRAL OR SECONDARY.

OVERHEAD MINIMUM CLEARANCES

DATE: 06/07/16

REVISED: 10/17/16

STANDARD
NUMBER
A-02



NO COMMUNICATIONS POWER SUPPLY SHALL BE MOUNTED ON POLES EXCEPT BY PERMISSION OF UTILITY.

LICENSEE'S ATTACHMENTS ON UTILITY POLES, INCLUDING METAL ATTACHMENT CLAMPS AND BOLTS, METAL CROSS ARM SUPPORTS, BOLTS AND OTHER EQUIPMENT, MUST BE ATTACHED SO AS TO MAINTAIN THE MINIMUM SEPARATIONS SPECIFIED IN THE NESC AND IN THESE DRAWINGS AND SPECIFICATIONS.

NOTES:

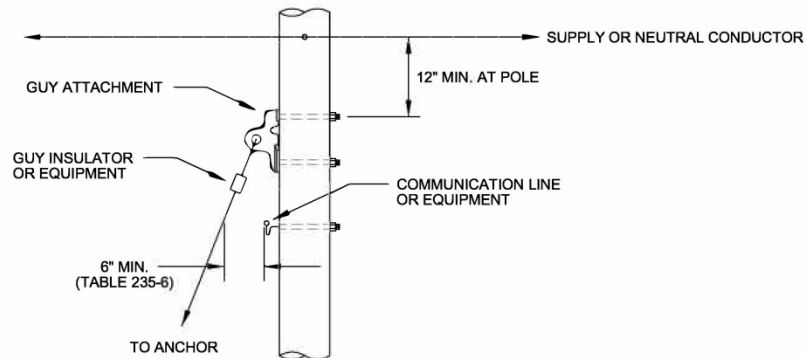
1. LICENSEE SHALL BOND TO UTILITY POLE GROUND WHEREVER UTILITY HAS A DOWN GROUND ON THE POLE. IF THE GROUND IS UNDER THE METAL U-GUARD, CONTACT UTILITY TO MAKE THE GROUND CONNECTION.
2. IF NO POLE GROUND EXISTS CONTACT UTILITY TO HAVE POLE GROUND INSTALLED.
3. BOND WIRE SHALL BE #6 BARE COPPER OR LARGER. IF BOND WIRE IS UNSUPPORTED FOR MORE THAN 12" LONG, STAPLE TO POLE.
4. WHEN COMMUNICATIONS ARE UNDERGROUND, THE POWER IS OVERHEAD AND IT IS REQUIRED THAT THE COMMUNICATIONS GROUND BE INTERCONNECTED TO THE POWER SUPPLY GROUND, THE CONNECTION SHALL BE MADE BELOW GRADE.
5. IN NO CASE SHALL LICENSEE GROUND BE CONNECTED TO GUYS/ANCHORS.
6. IF A NEUTRAL ISOLATION DEVICE IS INSTALLED ON THIS POLE THE ATTACHER MUST CONTACT UTILITY FOR SPECIAL GROUNDING INSTRUCTIONS.
7. LICENSEE'S MESSENGER CABLE SHALL BE BONDED TO UTILITY'S POLE GROUND WIRE AT EACH POLE THAT HAS A GROUND WIRE.

GROUNDING CONNECTIONS

DATE: 08/20/12

REVISED: 10/17/16

STANDARD
NUMBER
A-03



INSULATED GUY OPTION

CONTACT UTILITY TO DETERMINE
IF GUYS ARE TO BE INSULATED OR
GROUNDED.

NOTES:

1. LICENSEE SHALL BE RESPONSIBLE FOR PROCURING AND INSTALLING ALL ANCHORS AND GUY WIRES TO SUPPORT THE ADDITIONAL STRESS PLACED ON THE UTILITY'S POLES BY LICENSEE'S ATTACHMENTS.
2. ANCHORS AND GUY WIRES MUST BE SET ON EACH UTILITY POLE WHERE THERE IS A TURN OR ANGLE AND ON ALL DEAD-END UTILITY POLES.
3. LICENSEE MAY NOT PLACE GUY WIRES ON THE ANCHORS OF UTILITY OR THIRD PARTY USER WITHOUT PRIOR WRITTEN CONSENT OF ALL ATTACHING ENTITIES AND ANCHOR OWNERS.
4. NO ATTACHMENT MAY BE INSTALLED ON A UTILITY POLE UNTIL ALL REQUIRED GUYS AND ANCHORS ARE INSTALLED, NOR MAY ANY ATTACHMENT BE MODIFIED OR RELOCATED IN SUCH A WAY AS WILL MATERIALLY INCREASE THE STRESS OR LOADING ON UTILITY POLES UNTIL ALL REQUIRED GUYS AND ANCHORS ARE INSTALLED.
5. LICENSEE'S DOWN GUYS SHALL NOT BE BONDED TO GROUND OR NEUTRAL WIRE OF UTILITY'S POLE AND SHALL NOT PROVIDE A CURRENT PATH TO GROUND FROM THE POLE GROUND OR POWER SYSTEM NEUTRAL.
6. ON JOINTLY USED STRUCTURES, GUYS THAT PASS WITHIN 12" OF SUPPLY CONDUCTORS AND ALSO PASS WITHIN 12" OF COMMUNICATION CABLES, SHALL BE PROTECTED WITH A SINGLE INSULATED COVERING WHERE THE GUY PASSES THE SUPPLY CONDUCTORS, UNLESS THE GUY IS EFFECTIVELY GROUNDED OR INSULATED WITH A STRAIN INSULATOR AT A POINT BELOW THE LOWEST SUPPLY CONDUCTOR AND ABOVE THE HIGHEST COMMUNICATION CABLE.

NO COMMUNICATIONS POWER SUPPLY SHALL BE MOUNTED ON POLES EXCEPT BY PERMISSION OF UTILITY.

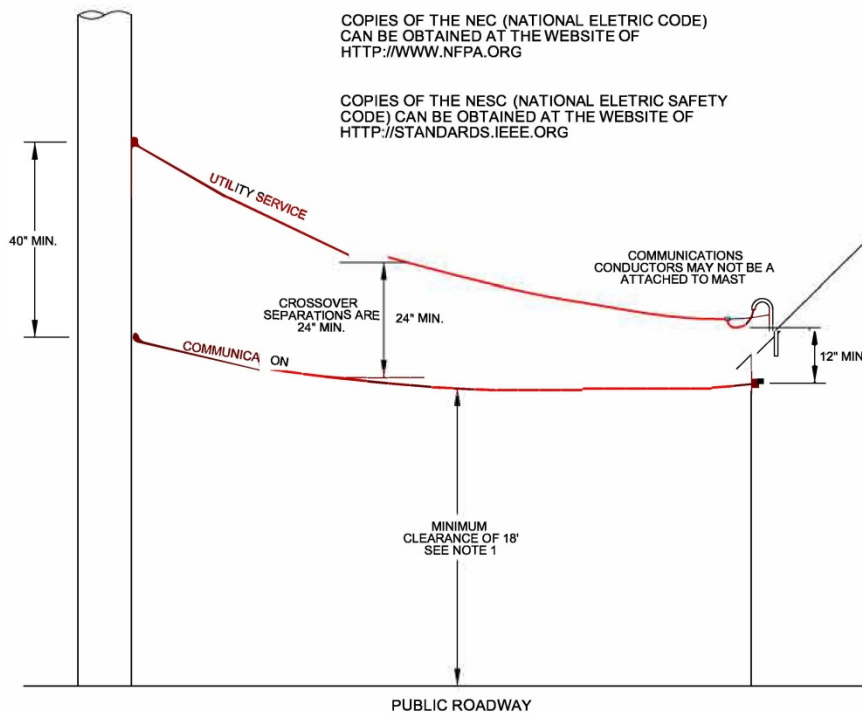
LICENSEE'S ATTACHMENTS ON UTILITY POLES, INCLUDING METAL ATTACHMENT CLAMPS AND BOLTS, METAL CROSS ARM SUPPORTS, BOLTS AND OTHER EQUIPMENT, MUST BE ATTACHED SO AS TO MAINTAIN THE MINIMUM SEPARATIONS SPECIFIED IN THE NESC AND IN THESE DRAWINGS AND SPECIFICATIONS.

GUY WIRE REQUIREMENTS

STANDARD
NUMBER
A-04

DATE: 08/20/12

REVISED: 10/17/16



NOTES: (THE NESC CHANGES EVERY THREE YEARS. THE CLEARANCES NOTED BELOW HAVE LIMITING CONDITIONS AND MAY CHANGE. REFER TO SECTION 232 OF THE NESC FOR LATEST REQUIREMENTS.)

1. MAINTAIN MINIMUM CLEARANCE
 - A) RAILROADS - 24'
 - B) INTERSTATE, MODOT - 18'
 - B) DRIVEWAYS - 16'
 - B) WALKWAYS - 12'
2. REFERENCE NESC CLEARANCES ON SAME SUPPORTING STRUCTURES
 - A) SECTION 235
 - B) SECTION 238
3. REFERENCE NESC CLEARANCES ON DIFFERENT SUPPORTING STRUCTURES
 - A) SECTION 233

NO COMMUNICATIONS POWER SUPPLY SHALL BE MOUNTED ON POLES EXCEPT BY PERMISSION OF THE UTILITY.

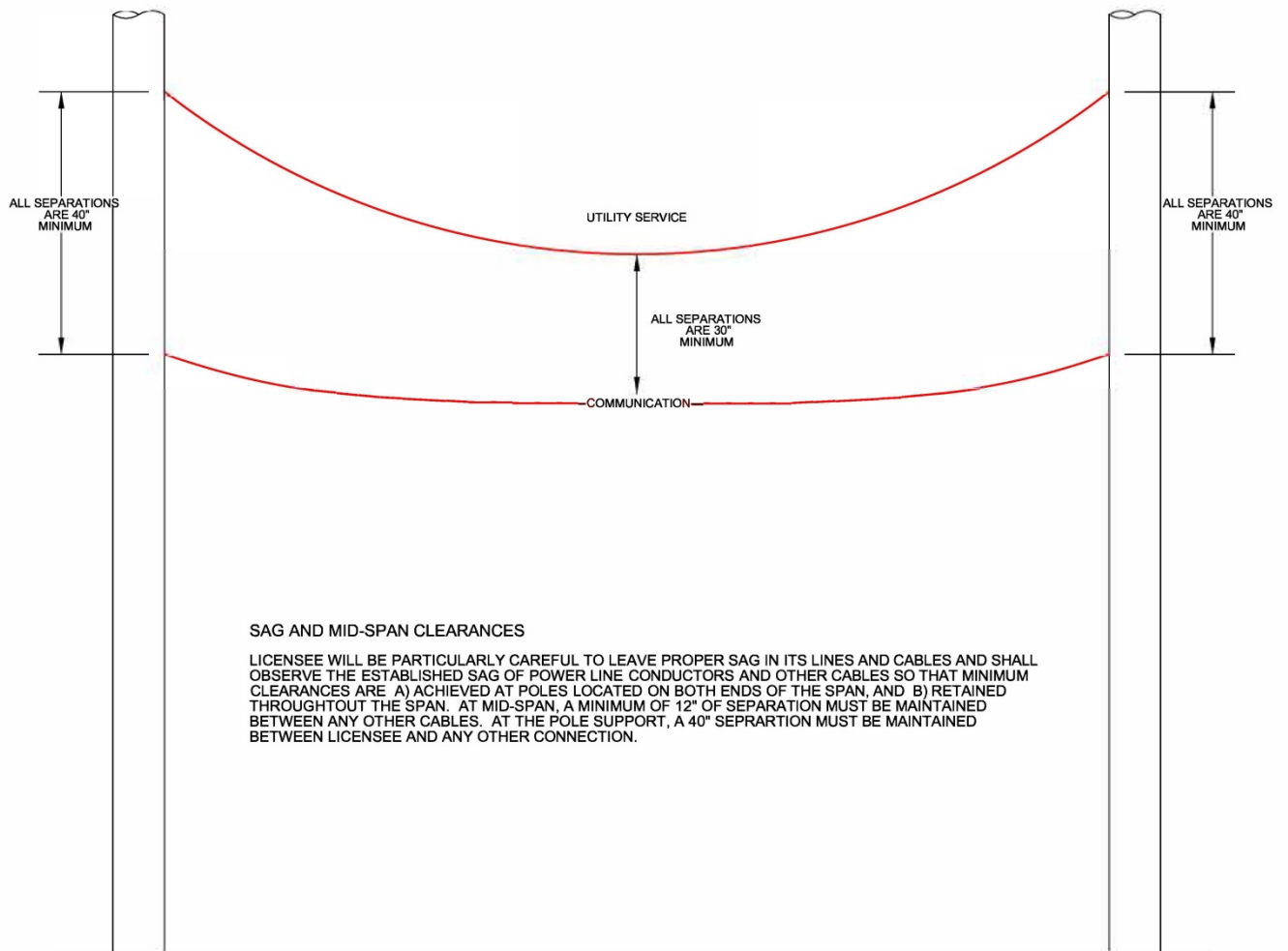
LICENSEE'S ATTACHMENTS ON UTILITY POLES, INCLUDING METAL ATTACHMENT CLAMPS AND BOLTS, METAL CROSS ARM SUPPORTS, BOLTS AND OTHER EQUIPMENT, MUST BE ATTACHED SO AS TO MAINTAIN THE MINIMUM SEPARATIONS SPECIFIED IN NESC AND IN THESE DRAWINGS AND SPECIFICATIONS.

MINIMUM CLEARANCE TO SERVICE AND ROADWAY

STANDARD
NUMBER
A-06

DATE: 08/20/12

REVISED:



COPIES OF THE NEC (NATIONAL ELECTRIC CODE) CAN BE OBTAINED AT THE WEBSITE OF [HTTP://WWW.NFPA.ORG](http://www.nfpa.org)

COPIES OF THE NESC (NATIONAL ELECTRIC SAFETY CODE) CAN BE OBTAINED AT THE WEBSITE OF [HTTP://STANDARDS.IEEE.ORG](http://standards.ieee.org)

NO COMMUNICATIONS POWER SUPPLY SHALL BE MOUNTED ON POLES EXCEPT BY PERMISSION OF THE UTILITY.

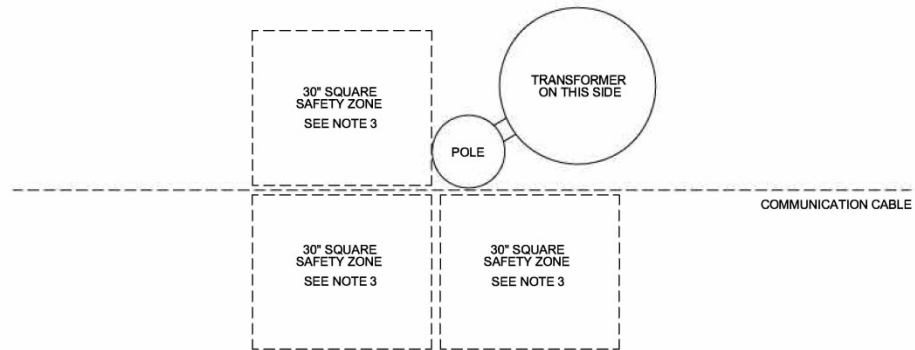
LICENSEE'S ATTACHMENTS ON UTILITY POLES, INCLUDING METAL ATTACHMENT CLAMPS AND BOLTS, METAL CROSS ARM SUPPORTS, BOLTS AND OTHER EQUIPMENT, MUST BE ATTACHED SO AS TO MAINTAIN THE MINIMUM SEPARATIONS SPECIFIED IN NESC AND IN THESE DRAWINGS AND SPECIFICATIONS.

MINIMUM CLEARANCE BETWEEN CIRCUITS

STANDARD
NUMBER
A-07

DATE: 08/20/12

REVISED: 10/17/16



NOTES:

1. FOR NEW CABLE INSTALLATIONS LOCATE CABLE ON THE SAME SIDE OF THE POLE AS UTILITY'S LOWEST CONDUCTOR.
2. STANDOFF BRACKETS TO MOUNT CABLE TO POLE ARE NOT ALLOWED WITHOUT APPROVAL OF UTILITY.
3. CLIMBING AND WORKSPACE THROUGH THE COMMUNICATION SPACE SHALL EXTEND FROM 40" BELOW THE LOWEST COMMUNICATION CABLE TO THE TOP OF THE POLE.
4. ON TRANSFORMER POLES THE COMMUNICATION SERVICE DROPS SHALL BE LOCATED SO THAT THEY ORIGINATE FROM THE MESSENGER ON THE SIDE OF THE POLE OPPOSITE THE TRANSFORMER.
5. MINIMUM CLEARANCES FOR CLIMBING AND WORKING SPACE SHALL BE FOLLOWED AS PER NESC SECTION 236.

NO COMMUNICATIONS POWER SUPPLY SHALL BE MOUNTED ON POLES EXCEPT BY PERMISSION OF THE UTILITY.

LICENSEE'S ATTACHMENTS ON UTILITY POLES, INCLUDING METAL ATTACHMENT CLAMPS AND BOLTS, METAL CROSS ARM SUPPORTS, BOLTS AND OTHER EQUIPMENT, MUST BE ATTACHED SO AS TO MAINTAIN THE MINIMUM SEPARATIONS SPECIFIED IN NESC AND IN THESE DRAWINGS AND SPECIFICATIONS.

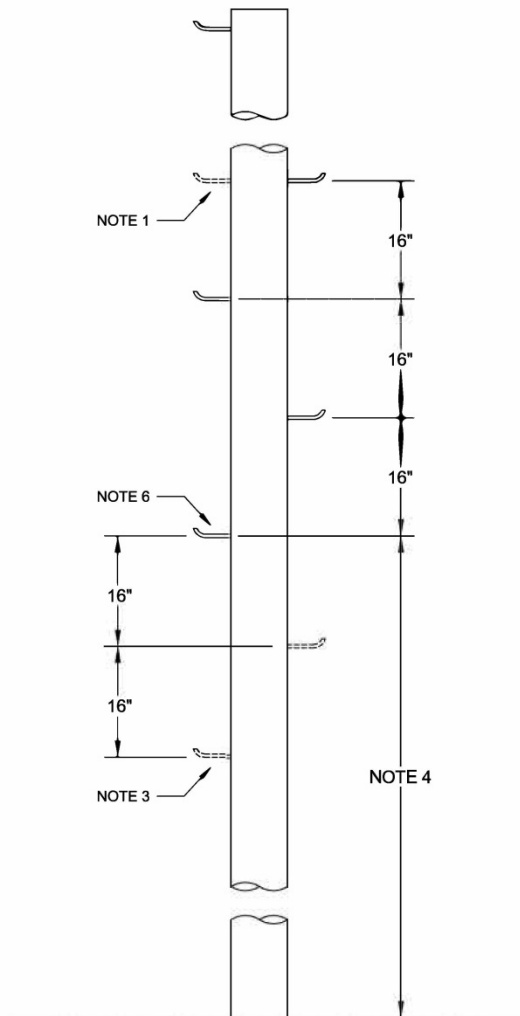
8

CLIMBING SPACE REQUIREMENTS

STANDARD
NUMBER
A-08

DATE: 08/20/12

REVISED:



NO COMMUNICATIONS POWER SUPPLY SHALL BE MOUNTED ON POLES EXCEPT BY PERMISSION OF UTILITY.

LICENSEE'S ATTACHMENTS ON UTILITY POLES, INCLUDING METAL ATTACHMENT CLAMPS AND BOLTS, METAL CROSS ARM SUPPORTS, BOLTS AND OTHER EQUIPMENT, MUST BE ATTACHED SO AS TO MAINTAIN THE MINIMUM SEPARATIONS SPECIFIED IN THE NESC AND IN THESE DRAWINGS AND SPECIFICATIONS.

POLE STEPS MUST BE AUTHORIZED BY THE UTILITY BEFORE INSTALLATION.

NOTES:

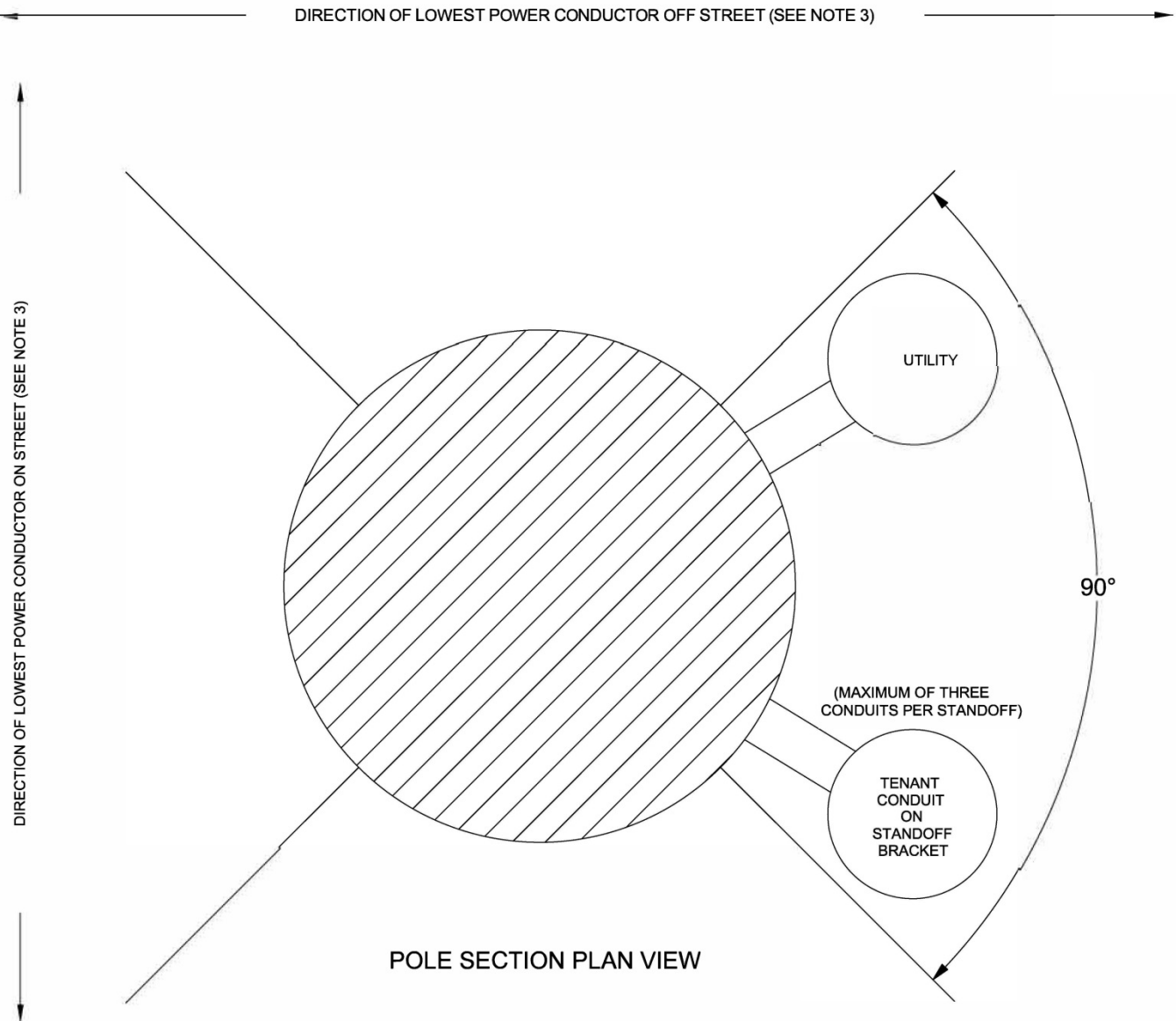
1. AN ADDITIONAL STEP SHALL BE PLACED OPPOSITE A STEP LOCATED WHERE WORK IS FREQUENTLY PERFORMED.
2. WHERE POLE IS SET CLOSE TO A BUILDING WITH AN ACCESSIBLE ROOF USE DETACHABLE STEPS FROM THE ROOF LEVEL UP TO A LEVEL 8 FT. ABOVE THE ROOF.
3. USE DETACHABLE POLE STEPS WHERE STEPS ARE REQUIRED BELOW THE 8 FT. LEVEL.
4. LOCATE LOWEST HOOK POLE STEP 8 FT. ABOVE THE GROUND ON DISTRIBUTION POLES AND 8 FT. ABOVE THE GROUND ON JOINT POLES.

POLE STEP REQUIREMENTS

STANDARD
NUMBER
A-09

DATE: 08/20/12

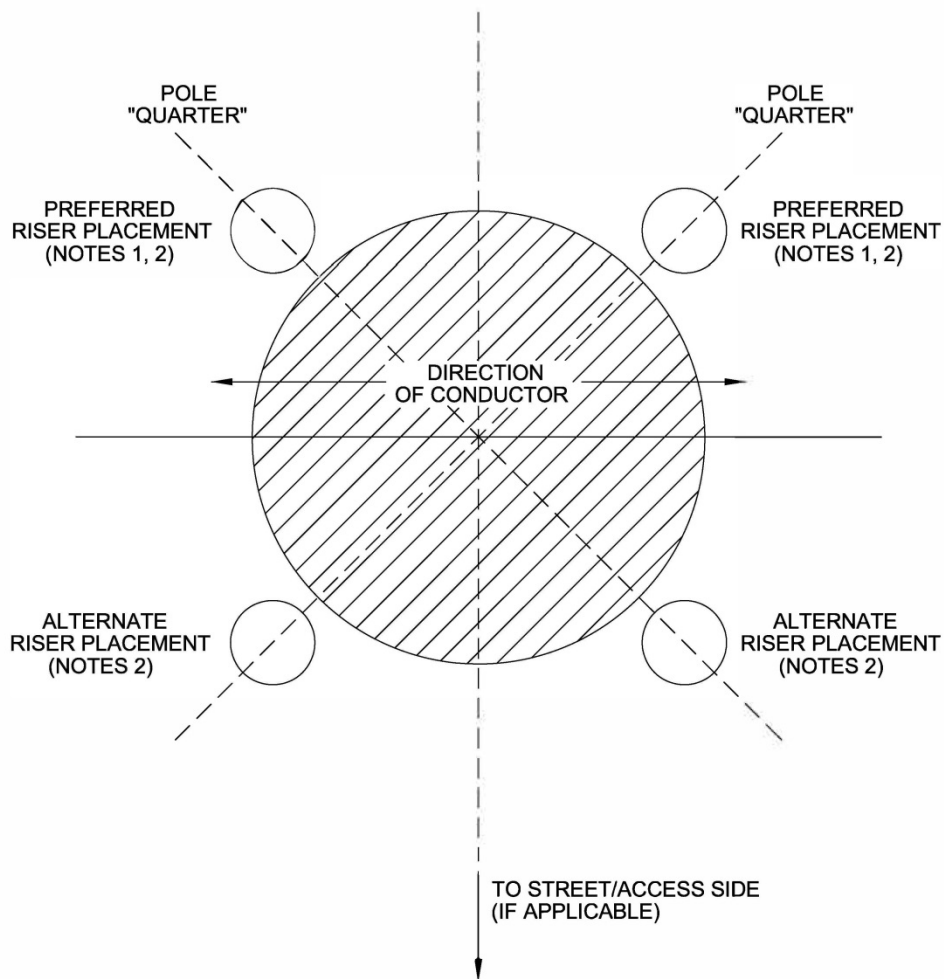
REVISED:



NOTES:

- 1. TENANTS CONDUIT ON STANDOFF BRACKETS MUST OCCUPY SAME 90°, OR QUARTER, OF POLE SECTION PERIPHERY AS UTILITY.
- 2. ILLUSTRATION IS AN EXAMPLE ONLY AND IS NOT INTENDED TO INDICATE A PARTICULAR ORDER OR QUANTITY OF DEVICES OR RISERS ON A POLE.
- 3. LOWEST POWER CONDUCTOR MAY BE SECONDARY, NEUTRAL OR PRIMARY DEPENDING ON STYLE OF CONSTRUCTION.
- 4. THERE SHALL BE NO MORE THAN TWO STANDOFF BRACKETS/RISERS PER POLE AS SHOWN ABOVE. ONE STANDOFF BRACKET/RISER LOCATION WILL BE RESERVED FOR FUTURE UTILITY FACILITIES.

	MAXIMUM POLE RISER OCCUPANCY	STANDARD NUMBER A-10	10
DATE: 02/01/17			
REVISED:			



NOTES:

1. IF CONDUCTOR DOES NOT RUN PARALLEL TO STREET/ACCESS, PREFERRED RISER PLACEMENT IS ON THE QUARTER OF THE POLE OPPOSITE THE STREET/ACCESS SIDE.
2. IF A RISER POSITION IS BLOCKED BY EXISTING EQUIPMENT AN ALTERNATE RISER LOCATION MUST BE CHOSEN. EXISTING FOREIGN ATTACHMENTS MAY ALSO BLOCK RISER POSITIONS. IN THIS CASE, AN ALTERNATIVE RISER POSITION MUST BE CHOSEN.

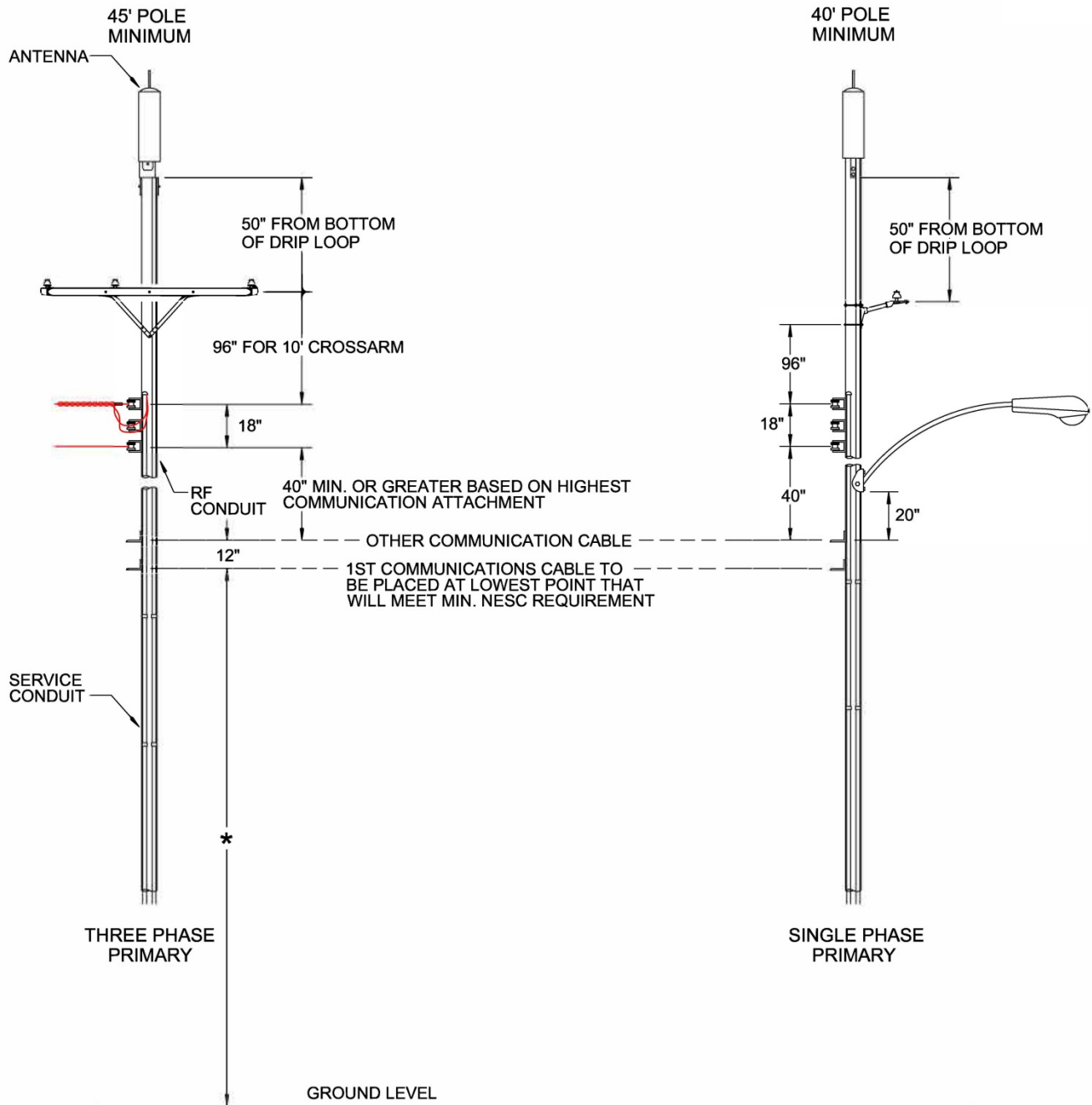
11

POLE RISER ORIENTATION AND POSITIONING

STANDARD
NUMBER
A-11

DATE: 02/01/17

REVISED:



* LOWEST COMMUNICATIONS ATTACHMENT HEIGHT IS DICTATED BY ACHIEVING MINIMUM GROUND CLEARANCE ALLOWED BY NESC AT ANY POINT IN A SPIN.

SPACING FOR POLE ATTACHMENTS

DATE: 02/01/17

REVISED:

STANDARD
NUMBER
A-12

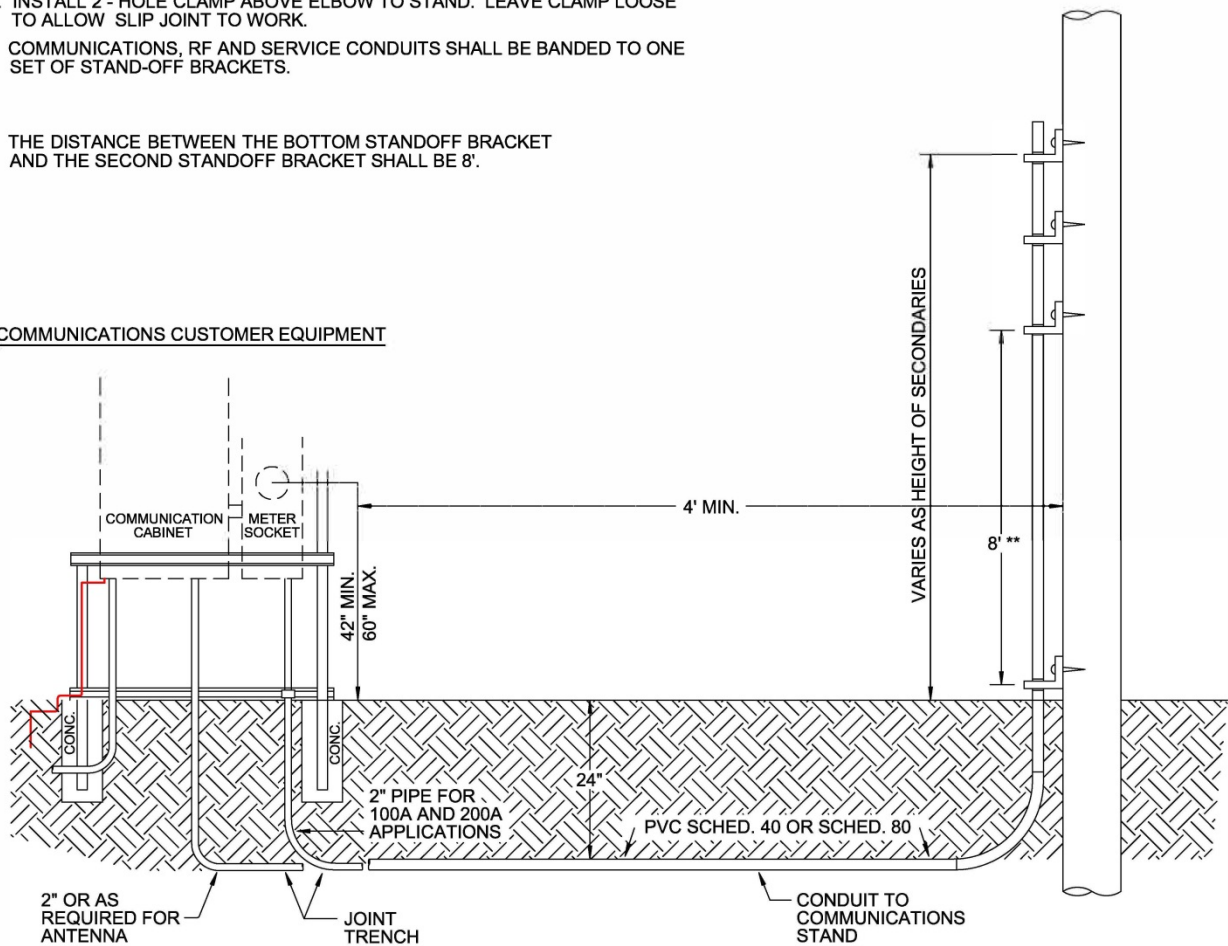
12

NOTES:

- A. STANDARD SOCKET METER INSTALLATION. SOCKET FURNISHED BY UTILITY DEPARTMENT AND INSTALLED BY CUSTOMER.
- B. INSULATED BUSHING FURNISHED AND INSTALLED BY CUSTOMER.
- C. TYPE 80 PVC CONDUIT AND SLIP-FITTER FURNISHED AND INSTALLED CUSTOMER.
* OCCASIONALLY THE CUSTOMER'S METER SOCKET IS LOCATED AT A LOWER ELEVATION THAN THE UTILITIES TRANSFORMER, PEDESTAL OR SECONDARY CONNECTION. OTHER MEASURES TO PROHIBIT WATER RETENTION MAY BE RECOMMENDED BY THE CUSTOMER OR CUSTOMER'S AGENT FOR APPROVAL BY THE UTILITY.
- D. DO NOT USE CENTER KNOCKOUT FOR INCOMING CONDUIT.
- E. ONLY CONTINUOUS NON-METALLIC PVC TYPE DB SCHEDULE 40 CONDUIT, FURNISHED AND INSTALLED, WITHOUT SHARP BENDS OR INDENTATIONS, BY CUSTOMER SHALL BE USED FOR SERVICE. UTILITY TO INSPECT BEFORE BACKFILLING.
- F. CUSTOMERS MUST PROVIDE AND INSTALL CONDUIT AND CABLE. EXCESS CABLE SHALL BE LEFT HANGING FROM WEATHERHEAD AT TOP OF RISER FOR UTILITY TO CONNECT TO SECONDARY.
- G. CONDUITS MAY BE INSTALLED IN JOINT TRENCH.
- H. INSTALL 2 - HOLE CLAMP ABOVE ELBOW TO STAND. LEAVE CLAMP LOOSE TO ALLOW SLIP JOINT TO WORK.
- J. COMMUNICATIONS, RF AND SERVICE CONDUITS SHALL BE BANDED TO ONE SET OF STAND-OFF BRACKETS.

** THE DISTANCE BETWEEN THE BOTTOM STANDOFF BRACKET AND THE SECOND STANDOFF BRACKET SHALL BE 8'.

COMMUNICATIONS CUSTOMER EQUIPMENT



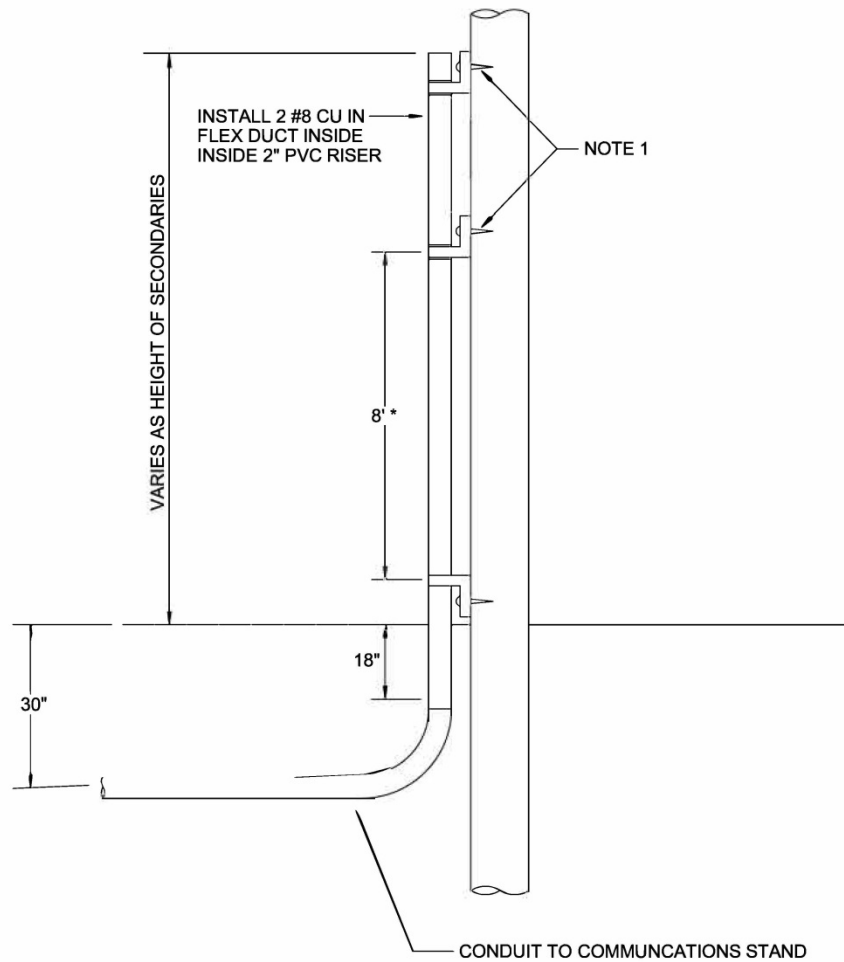
CABLE RISER FOR COMMUNICATION TERMINAL POLES

DATE: 02/01/17

REVISED:

STANDARD
NUMBER
A-13

13



NOTES:

1. INSTALL PIPE AS HIGH AS CONNECTIONS WILL ALLOW. INSTALL TWO STANDOFF BRACKETS PER 10' SECTION OF PIPE ABOVE BOTTOM SECTION.
- * THE DISTANCE BETWEEN THE BOTTOM STANDOFF BRACKET AND THE SECOND STANDOFF BRACKET SHALL BE 8'.

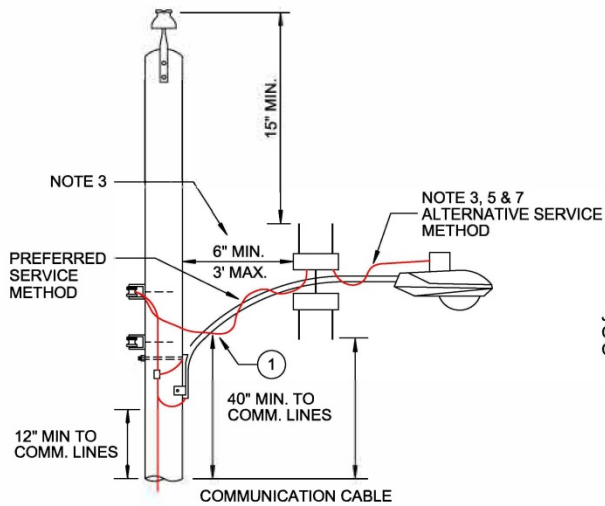
14

CABLE RISER FOR COMMUNICATION TERMINAL POLES

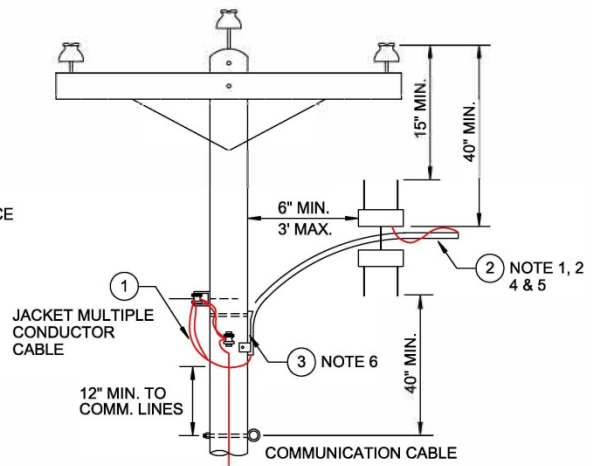
STANDARD
NUMBER
A-14

DATE: 02/01/17

REVISED:



EXISTING OPEN WIRE SECONDARY
AND STREET LIGHT



CABLE SECONDARY - NO STREET LIGHT

NOTES:

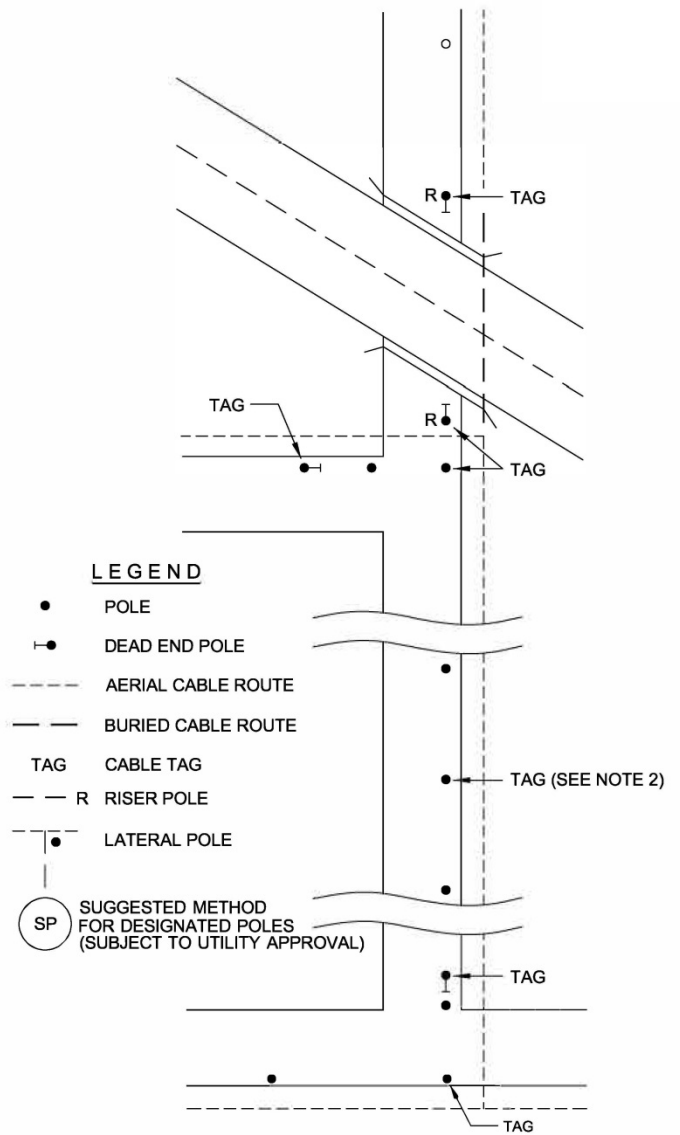
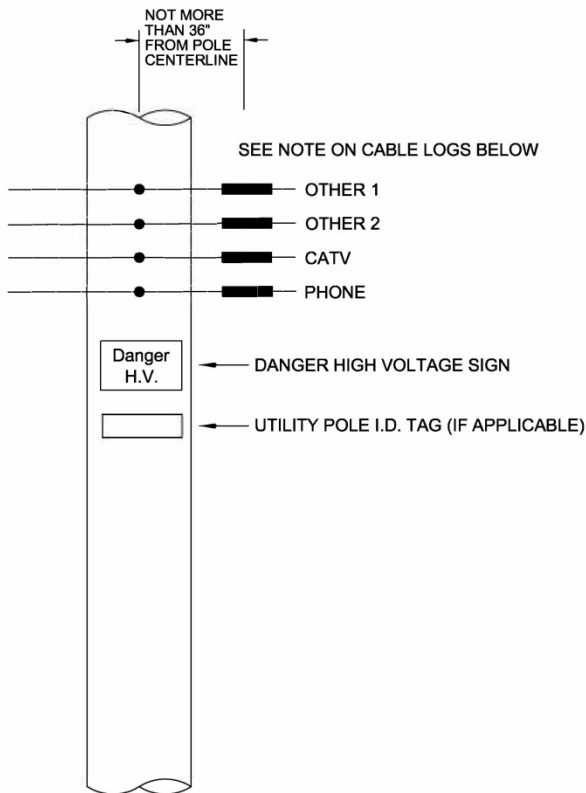
1. SUPPLY CABLE FOR PACKET ANTENNA & COMMUNICATION EQUIPMENT TO BE JACKETED MULTIPLE CONDUCTOR CABLE.
2. IF THERE IS NO EXISTING STREET LIGHT BRACKET ARM USE BRACKET ARM APPROVED BY UTILITY ENGINEERING. WHEN A BRACKET ARM IS INSTALLED SOLELY TO MOUNT COMMUNICATION EQUIPMENT THE JACKETED MULTIPLE CONDUCTOR CABLE SHOULD BE INSTALLED INSIDE THE BRACKET ARM.
3. MAXIMUM WEIGHT OF COMMUNICATION EQUIPMENT NOT TO EXCEED 15 LBS. WHEN INSTALLED ON EXISTING STREET LIGHT BRACKET ARM. COMMUNICATION EQUIPMENT TO BE INSTALLED A MAXIMUM 3' FROM POLE ON EXISTING BRACKET ARM.
4. CUSTOMER TO PROVIDE AND INSTALL BRACKET ARM, CONNECTORS AND JACKETED MULTIPLE CONDUCTOR CABLE AS REQUIRED.
5. TO INSTALL AND MAINTAIN EQUIPMENT WORKERS MUST BE QUALIFIED TO WORK IN SUPPLY SPACE AND USE SUPPLY WORK RULES AND METHODS.
6. BRACKET ARM SHALL BE BONDED TO POLE GROUND WITH #6 S.D. BARE COPPER CONDUCTOR.
7. ALTERNATE SERVICE METHOD FROM EXISTING STREET LIGHT MUST BE APPROVED BY UTILITY ENGINEERING PRIOR TO INSTALLATION.

ANTENNA MOUNTED IN SUPPLY SPACE WIRELESS ATTACHMENT DEVICE

STANDARD
NUMBER
A-17

DATE: 02/01/17

REVISED:



SUGGESTED METHOD FOR DESIGNATED POLES
(SUBJECT TO UTILITY APPROVAL)

CABLE OWNER
PHONE NUMBER
REPEAT SO INFORMATION IS VISIBLE
FROM ALL SIDES ON THE WRAPPED TAG

ROLLED CABLE TAG WIDTH TO BE 5
INCHES OR GREATER. TAG DIAMETER
SIZED TO FIT CABLE. ALL TO BE UV
RESISTANT MATERIAL AND PRINTING.

NOTES:

1. TAGS SHOULD BE INSTALLED ON LATERAL AND DEAD END POLES AND AT THE TERMINATION POINT OF UNDERGROUND CABLE RUNS.
2. TAGS SHOULD BE INSTALLED AT LEAST EVERY 3RD POLE.
3. BURIED CABLE SIGNS SHOULD BE INSTALLED EVERY 1,000 FEET BETWEEN RISER POLES AS WELL AS ON BOTH RISER POLES.
4. TAG LOCATIONS SHOWN ABOVE ARE MINIMUM LOCATIONS. TAGS MAY BE INSTALLED AT ADDITIONAL LOCATIONS AS DEEMED NECESSARY FOR ADEQUATE IDENTIFICATION.

POLE TAG REQUIREMENTS

DATE: 01/31/17

REVISED: 06/16/17

STANDARD
NUMBER
A-99

99



City of Coffeyville's
Building Permit Report for County
 01/02/21 to 01/31/21

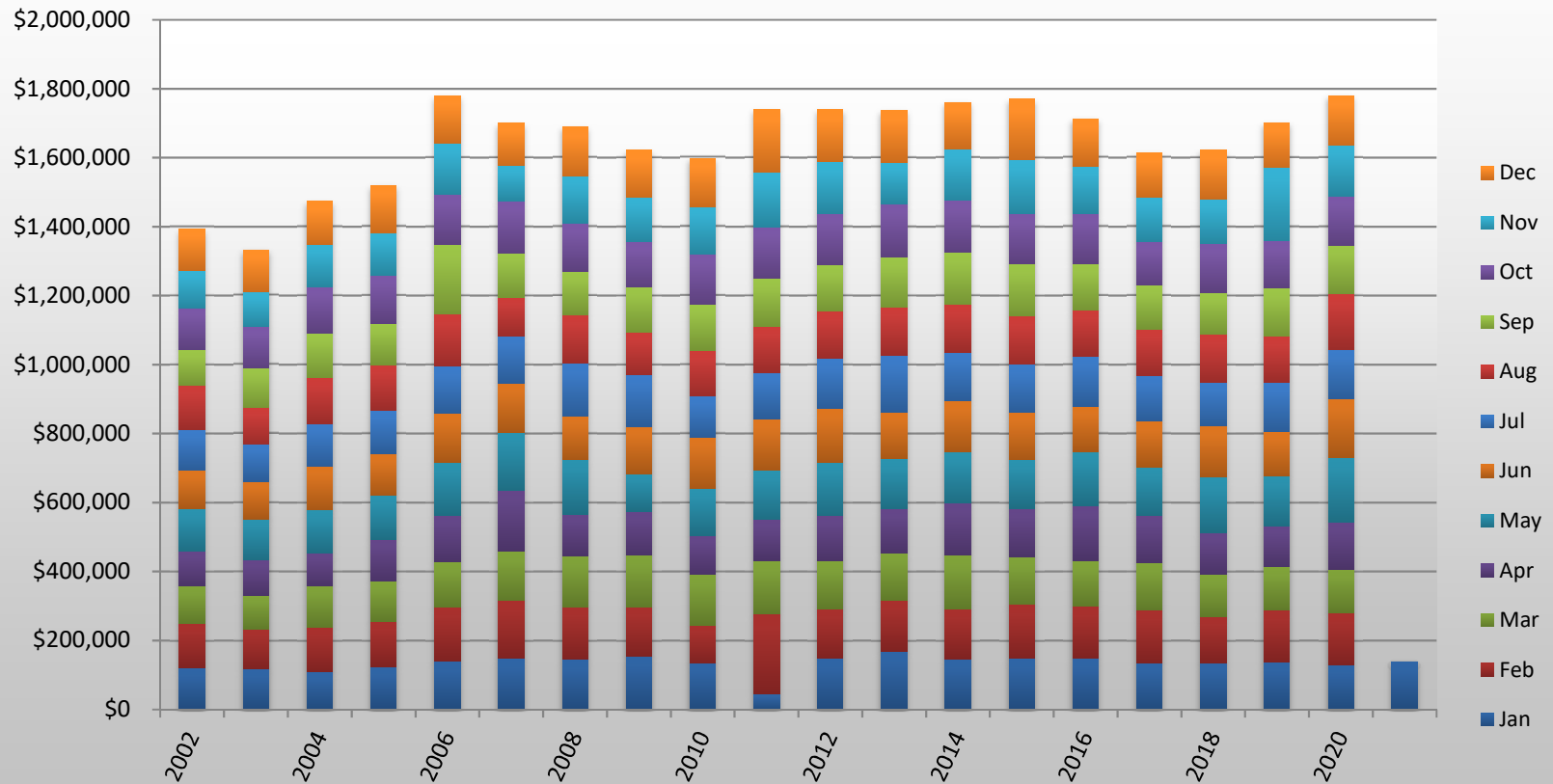
Project Number	Short ID	Project Description	Permit Issued Date	Address / Legal	Owner Name	Value
HADD - 21 - 004	HADD	frame in one garage door	01/05/2021	314 W 1st GILLAMS HGHTS ADD Block 6 Lot 8	COX, MICHAEL E & BRANDY J	
HADD - 21 - 010	HADD	12 X 18 sun room add on	01/19/2021	509 N Overlook St. CLINES WESTWOOD ADD, S34, T34, R16, Block 16 Lot 1	HINER, LARRY J & JUDITH A LIV TRST 02-18-14	
HADD - 21 - 012	HADD	replace 2 windows	01/20/2021	311 E 8th St. ORIGINAL Block 54 Lot 2	CONGER, VERNON H JR & SHIRLEY	
HADD - 21 - 013	HADD	full remodel	01/26/2021	811 S Overlook Dr. WESTMORELAND PARK ADD Block Lot W140' S70' LT 43 Y05 PB6 PG12 70x140	Chris Myers	
HADD - 21 - 019	HADD	remodel. new sheet rock, windows, doors	01/27/2021	2207 W 4th St. MCGUIRES 1ST ADD Block 2 & 13 Lot 25' LT 5; LT 6& 7W 1.1 Acres= 6lots	BAKER, PAUL H JR. & KRISTIN L	
HADD - 21 - 020	HADD	full remodel. new drywall/insulation make open floor plan with kitchen, rewire upgrade to 200 amp service, new windows/doors new bathrooms/hot water tank, re plumb water and drain. upgrade HVAC ducts	01/28/2021	2610 Morgan WESTMORELAND PARK ADD Block Lot S 130' OF E 60' LOT 43	MACKIE, BRANDON S	

HADD - 21 - 021	HADD	tear off and replace roof.	01/28/2021	1615 W 6th St. Solomon & Water's Addition Block 9 Lot 12 & 13	STEVENS, CONNIE A; DAVIS, OLIVIA R	
HADD - 21 - 005	HADD	remove and replace roof	01/13/2021	409 Warwick Rd. North Edgewood Block 1 Lot 18 NORTH EDGEWOOD ADD, S34, T34, R16, BLOCK 1, Lot 18, 11250 SQUARE FEET, Lot Width 75' Lot Depth 150' Plat Book/Page 5 /79 Deed Book/Page 679 /372 603 /757 574 /211 559 /285 548 /412 543 /772 289 /152	Rhona S & Johnny A Southerland	\$6,000.00

TOTALS:	Value:	\$6,000.00	(Avg.: \$6,000.00)
	Total Projects:	8	
	Permits Issued:	8	

[illegible]

City 1 Cent Sales Tax Revenue



**2021 LOCAL RETAIL SALES TAX COLLECTION
1 CENT SALES/COMP USE TAX REVENUE COMBINED**

<u>TAXING MONTH</u>	<u>COLLECTION MONTH</u>	<u>MONTH RECEIVED</u>	2018 ACTUAL <u>.01 TAX</u>	2019 ACTUAL <u>.01 TAX</u>	2019/2018 PERCENTAGE INC OR DEC <u>.01 TAX</u>	2020 ACTUAL <u>.01 TAX</u>	2020/2019 PERCENTAGE INC OR DEC <u>.01 TAX</u>	2021 ACTUAL <u>.01 TAX</u>	2021/2020 PERCENTAGE INC OR DEC <u>.01 TAX</u>
NOVEMBER	DECEMBER	JANUARY	\$135,732.43	\$137,388.81	1.22%	\$129,478.86	-5.76%	\$136,725.42	5.60%
			\$135,732.43	\$137,388.81	1.22%	\$129,478.86	-5.76%	\$136,725.42	5.60%
DECEMBER	JANUARY	FEBRUARY	133,056.72	150,751.49	13.30%	149,748.48	-0.67%		
			\$268,789.15	\$288,140.30	7.20%	\$279,227.34	-3.09%		
JANUARY	FEBRUARY	MARCH	122,796.68	124,753.28	1.59%	126,811.64	1.65%		
			\$391,585.83	\$412,893.58	5.44%	\$406,038.98	-1.66%		
FEBRUARY	MARCH	APRIL	\$122,000.10	\$120,438.51	-1.28%	\$138,057.94	14.63%		
			\$513,585.93	\$533,332.09	3.84%	\$544,096.92	2.02%		
MARCH	APRIL	MAY	\$160,103.96	\$143,873.59	-10.14%	\$187,126.75	30.06%		
			\$673,689.89	\$677,205.69	0.52%	\$731,223.67	7.98%		
APRIL	MAY	JUNE	\$148,355.95	\$128,643.23	-13.29%	\$169,394.62	31.68%		
			\$822,045.85	\$805,848.92	-1.97%	\$900,618.29	11.76%		
MAY	JUNE	JULY	\$127,531.92	\$143,723.04	12.70%	\$143,931.92	0.15%		
			\$949,577.77	\$949,571.96	0.00%	\$1,044,550.20	10.00%		
JUNE	JULY	AUGUST	\$137,501.50	\$131,789.43	-4.15%	\$161,989.65	22.92%		
			\$1,087,079.27	\$1,081,361.39	-0.53%	\$1,206,539.85	11.58%		
JULY	AUGUST	SEPTEMBER	\$122,448.11	\$141,248.72	15.35%	\$139,219.54	-1.44%		
			\$1,209,527.38	\$1,222,610.11	1.08%	\$1,345,759.39	10.07%		
AUGUST	SEPTEMBER	OCTOBER	\$140,303.65	\$136,194.91	-2.93%	\$143,576.03	5.42%		
			\$1,349,831.03	\$1,358,805.01	0.66%	\$1,489,335.42	9.61%		
SEPTEMBER	OCTOBER	NOVEMBER	\$131,423.84	\$213,011.03	62.08%	\$147,038.62	-30.97%		
			\$1,481,254.87	\$1,571,816.04	6.11%	\$1,636,374.04	4.11%		
OCTOBER	NOVEMBER	DECEMBER	\$141,370.39	\$130,497.89	-7.69%	\$144,568.85	10.78%		
			\$1,622,625.26	\$1,702,313.94	4.91%	\$1,780,942.89	4.62%		

**2021 LOCAL RETAIL SALES TAX COLLECTION
1 CENT SALES TAX REVENUE**

<u>TAXING MONTH</u>	<u>COLLECTION MONTH</u>	<u>MONTH RECEIVED</u>	2018 ACTUAL <u>.01 TAX</u>	2019 ACTUAL <u>.01 TAX</u>	2019/2018 PERCENTAGE INC OR DEC <u>.01 TAX</u>	2020 ACTUAL <u>.01 TAX</u>	2020/2019 PERCENTAGE INC OR DEC <u>.01 TAX</u>	2021 ACTUAL <u>.01 TAX</u>	2021/2020 PERCENTAGE INC OR DEC <u>.01 TAX</u>
NOVEMBER	DECEMBER	JANUARY	\$111,514.32	\$116,614.29	4.57%	\$108,954.04	-6.57%	\$115,445.61	5.96%
			\$111,514.32	\$116,614.29	4.57%	\$108,954.04	-6.57%	\$115,445.61	5.96%
DECEMBER	JANUARY	FEBRUARY	\$114,122.71	\$127,889.27	12.06%	\$123,592.36	-3.36%		
			\$225,637.03	\$244,503.56	8.36%	\$232,546.40	-4.89%		
JANUARY	FEBRUARY	MARCH	\$106,378.13	\$105,770.65	-0.57%	\$107,636.90	1.76%		
			\$332,015.16	\$350,274.21	5.50%	\$340,183.30	-2.88%		
FEBRUARY	MARCH	APRIL	\$104,580.74	\$98,662.00	-5.66%	\$115,379.16	16.94%		
			\$436,595.90	\$448,936.21	2.83%	\$455,562.46	1.48%		
MARCH	APRIL	MAY	\$134,641.13	\$119,815.07	-11.01%	\$157,873.37	31.76%		
			\$571,237.03	\$568,751.28	-0.44%	\$613,435.83	7.86%		
APRIL	MAY	JUNE	\$123,864.76	\$110,919.05	-10.45%	\$145,644.73	31.31%		
			\$695,101.79	\$679,670.33	-2.22%	\$759,080.56	11.68%		
MAY	JUNE	JULY	\$107,632.09	\$122,278.39	13.61%	\$126,234.49	3.24%		
			\$802,733.88	\$801,948.72	-0.10%	\$885,315.05	10.40%		
JUNE	JULY	AUGUST	\$118,079.30	\$112,603.59	-4.64%	\$128,162.66	13.82%		
			\$920,813.18	\$914,552.31	-0.68%	\$1,013,477.71	10.82%		
JULY	AUGUST	SEPTEMBER	\$105,816.60	\$121,007.46	14.36%	\$114,552.90	-5.33%		
			\$1,026,629.77	\$1,035,559.77	0.87%	\$1,128,030.61	8.93%		
AUGUST	SEPTEMBER	OCTOBER	\$119,226.97	\$115,088.32	-3.47%	\$119,033.30	3.43%		
			\$1,145,856.75	\$1,150,648.09	0.42%	\$1,247,063.91	8.38%		
SEPTEMBER	OCTOBER	NOVEMBER	\$113,557.57	\$113,865.96	0.27%	\$119,658.30	5.09%		
			\$1,259,414.32	\$1,264,514.05	0.40%	\$1,366,722.21	8.08%		
OCTOBER	NOVEMBER	DECEMBER	\$115,292.84	\$110,029.64	-4.57%	\$117,483.82	6.77%		
			\$1,374,707.16	\$1,374,543.69	-0.01%	\$1,484,206.04	7.98%		

**2021 LOCAL RETAIL SALES TAX COLLECTION
1 CENT COMPENSATING USE TAX REVENUE**

<u>TAXING MONTH</u>	<u>COLLECTION MONTH</u>	<u>MONTH RECEIVED</u>	<u>2018 ACTUAL .01 TAX</u>	<u>2019 ACTUAL .01 TAX</u>	<u>2019/2018 PERCENTAGE INC OR DEC .01 TAX</u>	<u>2020 ACTUAL .01 TAX</u>	<u>2020/2019 PERCENTAGE INC OR DEC .01 TAX</u>	<u>2021 ACTUAL .01 TAX</u>	<u>2021/2020 PERCENTAGE INC OR DEC .01 TAX</u>
NOVEMBER	DECEMBER	JANUARY	\$24,218.11	\$20,774.52	-14.22%	\$20,524.82	-1.20%	\$21,279.81	3.68%
			\$24,218.11	\$20,774.52	-14.22%	\$20,524.82	-1.20%	\$21,279.81	3.68%
DECEMBER	JANUARY	FEBRUARY	\$18,934.01	\$22,862.22	20.75%	\$26,156.12	14.41%		
			\$43,152.12	\$43,636.74	1.12%	\$46,680.94	6.98%		
JANUARY	FEBRUARY	MARCH	\$16,418.55	\$18,982.63	15.62%	\$19,174.74	1.01%		
			\$59,570.67	\$62,619.37	5.12%	\$65,855.68	5.17%		
FEBRUARY	MARCH	APRIL	\$17,419.35	\$21,776.51	25.01%	\$22,678.78	4.14%		
			\$76,990.03	\$84,395.88	9.62%	\$88,534.46	4.90%		
MARCH	APRIL	MAY	\$25,462.84	\$24,058.52	-5.52%	\$29,253.38	21.59%		
			\$102,452.86	\$108,454.40	5.86%	\$117,787.84	8.61%		
APRIL	MAY	JUNE	\$24,491.19	\$17,724.18	-27.63%	\$23,749.89	34.00%		
			\$126,944.05	\$126,178.59	-0.60%	\$141,537.73	12.17%		
MAY	JUNE	JULY	\$19,899.84	\$21,444.66	7.76%	\$17,697.43	-17.47%		
			\$146,843.89	\$147,623.24	0.53%	\$159,235.16	7.87%		
JUNE	JULY	AUGUST	\$19,422.20	\$19,185.83	-1.22%	\$33,826.99	76.31%		
			\$166,266.09	\$166,809.08	0.33%	\$193,062.14	15.74%		
JULY	AUGUST	SEPTEMBER	\$16,631.51	\$20,241.26	21.70%	\$24,666.64	21.86%		
			\$182,897.60	\$187,050.34	2.27%	\$217,728.78	16.40%		
AUGUST	SEPTEMBER	OCTOBER	\$21,076.68	\$21,106.59	0.14%	\$24,542.72	16.28%		
			\$203,974.28	\$208,156.92	2.05%	\$242,271.51	16.39%		
SEPTEMBER	OCTOBER	NOVEMBER	\$17,866.27	\$99,145.07	454.93%	\$27,380.32	-72.38%		
			\$221,840.55	\$307,301.99	38.52%	\$269,651.83	-12.25%		
OCTOBER	NOVEMBER	DECEMBER	\$26,077.55	\$20,468.25	-21.51%	\$27,085.03	32.33%		
			\$247,918.10	\$327,770.25	32.21%	\$296,736.86	-9.47%		

2021 SALES TAX ALLOCATION

Month	Sales & Use Tax Collected	General Fund (1/2 Cent) 010-4-000-029	Street (Hwy) Improvement (1/2 Cent) 520-4-220-195	Street (Non-Hwy) Improvements (1/2 Cent Eff 4/1/10) 520-4-220-195	Capital Improvements (1/2 Cent) (See Below)	USD #445 Sales Tax Fund (1/2 Cent) 550-4-000-195	CRMC Sales Tax Fund (1/2 Cent) 560-4-000-195	TOTAL COLLECTIONS
January	\$ 410,176.27	\$ 68,362.71	\$ 68,362.71	\$ 68,362.71	\$ 68,362.71	\$ 68,362.71	\$ 68,362.71	\$ 410,176.27
February	-	-	-	-	-	-	-	-
March	-	-	-	-	-	-	-	-
April	-	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-	-
June	-	-	-	-	-	-	-	-
July	-	-	-	-	-	-	-	-
August	-	-	-	-	-	-	-	-
September	-	-	-	-	-	-	-	-
October	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-
	<u>\$ 410,176.27</u>	<u>\$ 68,362.71</u>	<u>\$ 68,362.71</u>	<u>\$ 68,362.71</u>	<u>\$ 68,362.71</u>	<u>\$ 68,362.71</u>	<u>\$ 68,362.71</u>	<u>\$ 410,176.27</u>

Allocation of Capital Improvements Sales Tax Portion



Month	Capital Equipment (20%) 500-4-000-199	Economic Development (10%) 180-4-000-195	Capital Improv. - Municipal Building Renovation Project 520-4-350-195	Sales Tax Bond Reserve Fund 540-4-000-195	Sales Tax Bond Debt Service 530-4-000-195	Total Capital Improvements (1/2 Cent) (See Above)
January	\$ 13,672.54	\$ 6,836.27	-	\$ -	47,853.90	\$ 68,362.71
February	-	-	-	-	-	-
March	-	-	-	-	-	-
April	-	-	-	-	-	-
May	-	-	-	-	-	-
June	-	-	-	-	-	-
July	-	-	-	-	-	-
August	-	-	-	-	-	-
September	-	-	-	-	-	-
October	-	-	-	-	-	-
November	-	-	-	-	-	-
December	-	-	-	-	-	-
	<u>\$ 13,672.54</u>	<u>\$ 6,836.27</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 47,853.90</u>	<u>\$ 68,362.71</u>

Department of Commerce
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354



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KansasCommerce.gov

David C. Toland, Secretary

Laura Kelly, Governor

January 25, 2021

The Honorable Paul Bauer
Mayor, City of Coffeyville
102 West 7th
PO Box 1629
Coffeyville, KS 67337

RE: Grant No. 21-PF-003
CFDA #14.228

Dear Mayor Bauer:

I am pleased to award the City of Coffeyville a Community Improvement grant of \$574,320 through the Kansas Small Cities Community Development Block Grant program. This award will provide the needed financing for your street project.

The CDBG funds you are being awarded are contingent upon our receipt of funds from the U.S. Department of Housing & Urban Development. A public announcement will be made by the Department of Commerce to the media in the near future. We ask that you refrain from notifying local media of your award until the public release is issued from Commerce. We appreciate your cooperation.

The Department of Commerce will be contacting you to outline the necessary steps for completing the grant agreement between the City and State. This award is contingent upon successful completion of appropriate contractual conditions.

The Community Development Block Grant program has been successful in meeting community needs for more than 35 years. Congratulations on developing a fine project that will help your community prosper!

Sincerely,

David Toland
Lt. Governor/Secretary of Commerce

DT:GE:LH:cav