

INDEPENDENCE CITY COMMISSION

REGULAR SESSION AGENDA

February 23, 2023

5:30 PM

Civic Center Memorial Hall

To participate by conference call:
1 785-289-4727 Conference ID: 592 706 042#

The Agenda shall be as follows:

I. REGULAR SESSION

- A. Call to Order
- B. Pledge of Allegiance to the United States of America
- C. Adoption of Agenda

II. APPOINTMENTS

- A. Tree Board -- Two Expired Terms

III. PRESENTATIONS

- A. Presentation of Lifesaving Awards

IV. CONSENT AGENDA

(*Consent* is that class of Commission action that requires no further discussion or which is routine in nature. All items on the Consent Agenda are adopted by a single motion unless removed from the Consent Agenda.)

- A. Consider authorizing staff to set the date to receive bids for a replacement ambulance.
- B. Consider awarding a design contract to TranSystems for design of the KDOT Transportation Alternatives Project.
- C. Consider awarding a design contract to TranSystems for design, construction engineering, and inspection for a KDOT CCLIP Project.
- D. Consider awarding purchase of two new fuel bowzers.
- E. Consider authorizing the Mayor to sign a land lease agreement with VSE Aviation, Inc.
- F. Consider an agreement with Rainbow Fireworks for the annual 4th of July Fireworks Display.

V. PUBLIC HEARING

- A. Public Hearing to consider the condemnation of 1016 E. Edison as dangerous and unsafe.
- B. Public Hearing to consider condemnation of 618 South 1st as Dangerous and Unsafe.

VI. ITEMS FOR COMMISSION ACTION

- A. Consider a resolution authorizing the abatement of unhealthy and unsafe exterior conditions at 525 South 15th Street.
- B. Consider setting the date of April 27, 2023 for a Public Hearing to consider the condemnation of 217 N. 12th Street as dangerous and unsafe.
- C. Consider setting a date of April 27, 2023 for a Public Hearing to consider condemnation of 609 W. Laurel Street as dangerous and unsafe.
- D. Consider change orders for City Hall Phase II project.

- E. Consider approving rapid flash beacon installation at Locust and Penn and at East 5th and Main.
- F. Consider approving a change order with Tri-Star Utilities, Inc.
- G. Consider authorizing the underwater diving work at the Water Treatment Plant.
- H. Consider adopting an ordinance for a text amendment to modify Appendix B - Zoning of the City Code relating to off-street parking in an industrial area.
- I. Consider a request to adopt a resolution for a modified conditional use permit for a "Children's Home" in an R-3, low density multifamily dwelling district at 517 South 4th Street.
- J. Consider authorizing an engagement letter with Tanner LLC for the 2023 Citizen Satisfaction Survey.
- K. Consider adopting a resolution for a comprehensive plan grant under the Rural Business Development Grant program.

VII. REPORTS

- A. Monthly Public Works Report
- B. 2022 Annual City Report
- C. City Board Minutes
- D. Appropriations - January 1 - February 17, 2023

VIII. CITY MANAGER'S COMMENTS

IX. COMMISSIONERS' COMMENTS

X. PUBLIC CONCERNS

XI. EXECUTIVE SESSION

- A. Data relating to financial affairs or trade secrets of second parties.

XII. ADJOURNMENT



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 23, 2023**

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Tree Board -- Two Expired Terms

SUMMARY RECOMMENDATION Reappoint England Porter to a 3rd term.

BACKGROUND Two terms have expired on the Tree Board. England Porter would like to be reappointed. However, William MacRae does not wish to be reappointed. We would like to thank Mr. MacRae for his service.

TREE BOARD (2 year terms – 7 members)			
Members	Term	Expires	Appointed/Eligible
Twila Hawthorne	3rd term	6/1/2024	1/24/2019
Krystal Sumner	1st term	6/1/2024	6/9/2022
Michelle Avery	4th term	6/1/2023	6/8/2017
Amy Hilyard	Unexpired	6/1/2023	Appointed 10/13/2022
Leslie Fox	4th term	6/1/2023	6/8/2017
England Porter	2nd term	1/1/2023	3/28/2019
William MacRae	1st term	1/1/2023	3/11/2021
Meeting Place: Veterans Room, Memorial Hall			
Meeting Date: By appointment			
Meeting Time: By appointment			

The purpose of the Tree Board is to honor the City's rich history of enjoying and preserving local natural resources, and to promote and protect the public health, safety and general welfare by providing for the development of a community forestry plan to address the planting, maintenance and removal of trees located on public property, or which encroach upon public property, and to enhance the natural beauty of the community. For more information, contact Scott Patton at ScottS@IndependenceKs.gov or 620-332-2512; or visit this link: [Tree Board City Code](#)

Applications were due by February 17, 2023 for two positions. However, we only received one application from England Porter who previously served two terms. The application deadline has been extended until Noon on March 3, 2023. If you have trouble with the online form, please contact KellyP@IndependenceKs.gov or 620-332-2506 for a paper version.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to reappoint England Porter to a third term on the Tree Board ending on January 1, 2025.

SUPPORTING DOCUMENTS



Presentation
CITY OF INDEPENDENCE
February 23, 2023

Department Fire-EMS

Director Approval Shawn Wallis, Jerry
Harrison

AGENDA ITEM Presentation of Lifesaving Awards

BACKGROUND On January 20, 2023, at approximately 1015 hrs., off-duty Independence Police Officer Jacob Smith called 911 to report a house fire. Smith ran to the house and tried to alert the occupants of the fire. Hearing a voice from inside saying, "Help me," Smith tried to assist the man. Two citizens, Isaac Sherwood and Zachary Hammer, ran to assist Smith. Smith removed an AC unit, and Officer Seth Lloyd arrived to help. Smith entered the burning structure and could not locate the victim due to intense smoke. Officers Lloyd and Smith and Mr. Sherwood kept talking to the victim. Then Sergeant Jason Reddy arrived. Multiple times the three officers and Mr. Sherwood leaned into the home, attempting to find the victim, but all of them were beaten back by the intense smoke. They talked to the victim until he quit responding.

When Fire/EMS personnel arrived, the front porch and living room were fully engulfed in flames. The officers and citizens alerted firefighters that the victim was unresponsive near the window. Firefighter/Paramedic Shaycee Mendoza was helped into the window, where she located the victim and lifted the victim up to the window where Firefighter/EMT Joseph Reyes and bystander Darren Goins pulled the victim from the window and placed the victim on a waiting ambulance cot. At this time, Paramedic Jessica Bates assumed patient care, where she administered Advanced Life Support until the arrival of a Med Flight helicopter. Med Flight arrived and transported the patient to an area hospital. The patient is alive today due to tremendous teamwork by all involved.

SUPPORTING DOCUMENTS



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 23, 2023**

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider authorizing staff to set the date to receive bids for a replacement ambulance.

SUMMARY RECOMMENDATION City Staff recommends authorizing the receipt of bids for a replacement ambulance.

BACKGROUND The City is seeking bids for the replacement of a 2017 Type III ambulance with 94,324 miles. Staff has been informed by the vendors that the pandemic has created issues with ambulance manufacturing, and the companies have orders extending into 2025. The bid provides the bidders with several options, including a new unit, a demo unit, or remounting the current unit on a new chassis. If approved, staff intends to set the date of March 16, 2023 at 2 PM to receive such bids.

FINANCIAL INFORMATION Capital funds are available for the purchase of the unit.

SUGGESTED MOTION I move to authorize staff to set the date to receive bids for a replacement ambulance.

SUPPORTING DOCUMENTS

1. INDEPENDENCE FIRE-EMS - INSTRUCTION TYPE I SPECIFICATION

February 23, 2023

TO: Ambulance Suppliers
FROM: Independence Fire-EMS
RE: Ambulance Bid Specifications

BID SPECIFICATION REQUIREMENTS

Specifications will be mailed and posted on the City Web Page on February 24, 2023. Bids must be returned to the City of Independence by **March 16, 2023, at 2:00 PM.**

Bids may be mailed, faxed or emailed to the following by 2:00 PM March 16, 2023.

- **City of Independence – Attn: David Schwenker, City Clerk**
811 W. Laurel St. Independence, Kansas 67301
Email – davids@independenceks.gov
Fax: 620.332.2528

Bid packages must be a submitted proposal including all requested information in this bid as outlined in the next couple of pages (Bid Requirements). The City of Independence will only accept proposals before 2:00 PM March 16, 2023.

BID SUBMISSION REQUIREMENTS:

1. This unit shall be a Type I modular ambulance 2023-2025 F-550 Super Duty XLT chassis with 4-wheel drive and dual rear wheels. 193-inch wheelbase, 108-inch cab to axle. Ford Ambulance prep package 47A.
 - a. **Bidder may bid demo Type I modular units available but must provide a full set of specifications for the unit being bid.**
 - b. **Bidder may provide specifications for a comparable unit they can build per the chassis requested above. Must include optional equipment.**
 - i. **Recessed IV Holders**
 - ii. **Antenna, Power, & Ground Pre-Wire (3) radios**
 - iii. **Stryker Power Load System & Performance Pro Cot**
 - iv. **Stainless Steel Grill Guard**
 - v. **Patient Compartment Camera viewed in the cab**
2. This ambulance and equipment shall be delivered to this agency in Independence, Kansas with all delivery fees to be paid by the supplier.
3. Each bidder is required, before submitting his proposal, to be thoroughly familiar with the specifications contained herein. It will be the responsibility of the bidder to determine whether



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the vehicle specified meets the requirements of applicable State law and the requirements of applicable KKK-A-1822F specifications

4. The following definitions shall apply to the specifications.
 - a. The first stage manufacturer is the original equipment manufacturer that built the chassis and its components.
 - b. The second stage manufacturer is the company that will produce the ambulance required modifications to the O.E.M. chassis for delivery to this agency.
 - c. The second stage manufacturer is the company that will produce the ambulance conversion and required modifications to the O.E.M. chassis for delivery to this agency.
5. Bid prices shall be valid for a minimum of 60 days from the date of the bid opening or as specified on the bid proposal form.
6. Full payment will be made when the unit is received, inspected, found to comply with the procurement specifications, found to be free of damage, and properly invoiced.
7. Bids received shall be evaluated by the purchaser. This evaluation will be based on the following criteria:
 - a. Completeness of the proposal;
 - i. The degree to which it responds to all requirements and requests for information contained herein.
 - ii. The purchaser will judge exceptions.
 - b. Bid proposals that do not comply with the prescribed specifications will not be accepted.
 - c. The bidder shall submit documentation that the second stage manufacturer is a current member of the Ford QVM (Qualified Vehicle Modifier) program even if an alternate chassis is bid.
8. The purchaser reserves the right to waive any informalities, irregularities, and technicalities in the procedure.
9. Warranty: Printed warranty statements for the ambulance body structure, the ambulance electrical system, the ambulance paint finish, and the general ambulance conversion must be submitted with the bid proposal.
10. All warranties shall begin at the acceptance of the vehicle by this agency.
11. Since it is the purpose of these specifications to provide a modular body that will provide many years of service, the manufacturer of the vehicle bid shall warranty the structural integrity of the modular body for the life of vehicle ownership by this agency. This warranty shall be in writing and shall be included with this bid



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proposal. Bidders who fail to meet this requirement shall not be considered as responsive.

12. Each bidder must be able to provide an efficient response to ambulance service needs. Within one business day after the receipt of a verbal, or written notification that warranty service is required, the ambulance supplier shall respond with a verbal statement of the plan to accomplish the repair.

13. The bidder shall state below the location of the ambulance manufacturer's parts, and service facility nearest to the purchaser's location.

Telephone: _____ Toll Free: _____

14. The bidder shall state below any additional repair and logistical support that would be available above the requirements of these specifications. These services may be used as an additional basis for a contract award.

15. Delivery: Since delivery proposals by the bidders will weigh heavily in the determination of the bid award, the delivery schedules that are submitted by the bidder and agreed upon by this agency shall automatically become binding upon the successful bidder.

16. By signing this bid, the bidder agrees that his bid is made without any understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same purpose and that his bid is in all respects fair and without collusion or fraud.

17. Each bidder must furnish all information requested in this bid specifications. In addition, the bidders shall supply at least one complete set of drawings, descriptive literature, and complete manufacturer specifications covering the vehicle model offered. A copy of the purchaser specifications shall be returned with all sections responded to, and specifically indicating all detail deviations from this bid specification. That specification response will form the contract between the bidder, and the purchaser.

18. Any area where these bid specifications are not met exactly must be identified in writing, and referenced by the proposal paragraph number. Details concerning the exceptions must be clearly explained. Each exception will be considered by the purchaser as the degree of impact by the proposed on vehicle design requested, and will be evaluated on their merit at the discretion of the purchaser. Bid proposals not meeting this comparison requirement will be rejected.



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19. Patents, and royalties: The bidder, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any kind due to any copyright, patent, or protected process infringement used in the performance of this contract. If the bidder uses any design, device, or materials covered by letters of protection, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

20. In the event a clarification is requested on the contents of this specification, the question shall be sent in writing to:

Independence Fire-EMS
811 W. Laurel Street
Independence, Kansas 67301
(620) 332-2528

21. Clarification or corrections to these specifications shall not be valid unless they are in written form and signed by the Director of this agency or an assigned authority.

22. The bidder must be legally licensed to sell motor vehicles in the State of Kansas. The bidder must submit a copy of their dealer license provided by this State. This is a legal requirement of this State, and proposals submitted by bidders that comply with this requirement will be accepted.

THIS BID IS GOOD FOR A PERIOD OF 60 DAYS FROM MARCH 16, 2023 THE BID OPENING DATE. THE CITY OF INDEPENDENCE RESERVES THE RIGHT TO ADD OR DELETE OPTIONS AFTER THE BID IS AWARDED AND EXPECTS APPROPRIATE CREDIT OR DEBIT FOR SAID OPTIONS. THE CITY OF INDEPENDENCE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS OR TO WAIVE ANY IRREGULARITIES SHOULD ANY OCCUR AS MAY BEST BENEFIT THE CITY.

BID TAB SHEET:

1. (1) 20__ Type I modular ambulance 2023-2025 F-550 Super Duty XLT chassis with 4-wheel drive and dual rear wheels. 193-inch wheelbase, 108-inch cab to axle. Ford Ambulance prep package 47A.
 - a. BASE BID FOR SPECIFIED UNIT \$ _____
 - b. DELIVERY DATE OF UNIT DATE: _____

2. (2) 20__ DEMO TYPE I MODULAR AMBULANCE
 - a. BASE BID FOR SPECIFIED UNIT \$ _____
 - b. DELIVERY DATE OF UNIT DATE: _____
 - c. MILEAGE OF DEMO UNIT _____

3. TRADE-IN ALLOWANCE
 - a. 2017 TYPE III E450 Osage Ambulance (\$ _____)
 - i. 94,324 miles 2/12/2023

4. Remount Option – remount 2017 Type III E-450 Osage Ambulance \$ _____
 - a. Delivery Date of remount Date: _____



EXCEPTION SHEET SHALL BE PROVIDED LISTING OPTIONS REQUESTED IN SPECIFICATIONS THAT THE BIDDER WILL NOT PROVIDE ON THE SPECIFIED OR DEMO UNIT.

THIS BID IS GOOD FOR A PERIOD OF 60 DAYS FROM MARCH 16, 2023 THE BID OPENING DATE. THE CITY OF INDEPENDENCE RESERVES THE RIGHT TO ADD OR DELETE OPTIONS AFTER THE BID IS AWARDED AND EXPECTS APPROPRIATE CREDIT OR DEBIT FOR SAID OPTIONS. THE CITY OF INDEPENDENCE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS OR TO WAIVE ANY IRREGULARITIES SHOULD ANY OCCUR AS MAY BEST BENEFIT THE CITY.

I hereby certify that the bid submitted by this company is for an ambulance that will meet all of the requirements set forth in these specifications, including all equipment specified, except where exceptions are indicated on a separate piece of paper. Enclosed with our bid is an explanation of what we propose to furnish in lieu of the specified requirements where we have indicated any exceptions. This copy of the specifications, and our list of exceptions, if any, shall be considered the accurate contract vehicle description upon our award.

Company Name

Address

City

Zip

Phone

Sales Rep.

Signature of Company Representative

Date















INDEPENDENCE FIRE DEPARTMENT
2025 Ford “F-550” w/ 4WD
AMBULANCE SPECIFICATION

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INDEPENDENCE FIRE DEPARTMENT
2025 FORD "F-550" w/ 4WD
AMBULANCE SPECIFICATIONS

1.0 CHASSIS

1.1 VEHICLE AND WHEEL BASE

2025 Ford F-550 Super Duty XLT chassis with 4-wheel drive and dual rear wheels, 193 inch wheel base, 108 inch cab to axle, Ford Ambulance prep package 47A.

COMPLY? YES ____ NO ____

1.2 ENGINE

Ford 6.7-liter Power Stroke Turbo Charged V-8 Diesel with OEM engine block heater.

COMPLY? YES ____ NO ____

1.3 AUXILIARY POWERTRAIN CONTROL (APC)

The Ford OEM APC module shall be standard. The module will be mounted in the front switch console. The APC Module is to be programmed in the "Charge Protection" mode. When the vehicle is in park, service brake disengaged, and the parking brake is set, the APC module shall electronically adjust the engine idle (up or down) to maintain proper electrical system voltage.

COMPLY? YES ____ NO ____

1.4 GAUGES AND METERS

Speedometer, odometer, fuel gauge, temperature, oil pressure, digital voltmeter, engine hour meter.

COMPLY? YES ____ NO ____

1.5 SPRINGS, AXLE RATINGS, & SHOCKS

Maximum GVWR – 18,000 lbs. GVWR

Front: Monobeam with coil springs, shock absorbers and stabilizer bar.

Rear: Liquid Spring Suspension with auto dump feature that lowers the rear of the unit to allow for ease of cot loading when the rear doors are open.

COMPLY? YES ____ NO ____

1.6 STEERING

Power steering with tilt wheel and cruise control.

COMPLY? YES ____ NO ____

1.7 BRAKES

Heavy duty, hydro-boost assisted type, 4-wheel anti-lock disc brake system.

- COMPLY? YES ____ NO ____
- 1.8 TRANSMISSION
Torqueshift TM heavy duty 6-speed Select Shift transmission with external oil cooler.
- COMPLY? YES ____ NO ____
- 1.9 AXLE, REAR
4.10 gear ratio w/ limited slip axle.
- COMPLY? YES ____ NO ____
- 1.10 FUEL TANK
Single tank w/ 40-gallon capacity.
- COMPLY? YES ____ NO ____
- 1.11 WHEELS AND TIRES
Seven (7) LT 225/70RX19.5G Steel Belted Radial tires, BSW all season tread. The spare tire will be mounted in the left rear exterior compartment. Stainless steel wheel inserts with valve stem extensions will be provided. The valve stem extensions are to be steel braided lines that are held in place with stainless steel brackets. These brackets are to be located in such a way as to provide easy access to both the inside and outside rear tires valve stems for the checking of tire pressure and for the addition of air when required.
- COMPLY? YES ____ NO ____
- 1.12 BATTERIES
Two 750 CCA mounted in the engine compartment and wired parallel in OEM configuration that complies with Ford QVM and KKK-A-1822-F requirements. Batteries will be wired so that both will always be used for starting and controlled by a power cut off switch. The Ford ignition key activates the cut off switch. Power can be provided to the module without the engine running by turning the ignition key to accessory position.
- COMPLY? YES ____ NO ____
- 1.13 ALTERNATORS
Dual Ford OEM alternators with internal regulators. One 200 amp alternator and one 150 amp alternator for a combined for a total of 350 amps
- COMPLY? YES ____ NO ____
- 1.14 WINDOWS, CAB
Tinted safety glass is installed in all exterior windows. Ford OEM power operated windows.
- COMPLY? YES ____ NO ____
- 1.15 WINDSHIELD WIPERS
Two speed electric, with washer and adjustable intermittent cycle.
- COMPLY? YES ____ NO ____

1.16 SEATS, DRIVER'S COMPARTMENT

Deluxe cloth OEM High Back Captain's Chairs, seat belts and shoulder harnesses.

The Ford OEM cab seats must be the seats installed and shipped with the chassis by Ford and have the correct Ford prescribed serial number. The Ford OEM seat pedestals shall be located in the mounting location as determined by Ford. Any changing of the Ford OEM Seats, mounting pedestals or location thereof is absolutely prohibited.

COMPLY? YES ____ NO ____

1.17 HEATER AND AIR CONDITIONER

OEM heavy duty, high output.

COMPLY? YES ____ NO ____

1.18 COOLING SYSTEM, ENGINE

Heavy-duty liquid system using a 50/50 mix of permanent type antifreeze and water for protection to -40 Fahrenheit.

COMPLY? YES ____ NO ____

1.19 MIRRORS, OUTSIDE

OEM heated mirrors with power adjustment and built-in 2" x 6" convex mirrors, dual direction breakaway mounting arms with telescoping width adjustment.

COMPLY? YES ____ NO ____

1.20 TRIM PACKAGE, CAB

XLT Trim Package; full stainless-steel wheel simulators, chrome front bumper and grill. Color keyed door trim with map pockets, rubber floor mat, padded sunvisors, courtesy and dual dome lights, AM/FM Stereo Radio w/ CD & Clock w/ dual cab speakers. Power door locks, cruise control, tilt steering wheel, and power adjustable brake and accelerator pedals.

COMPLY? YES ____ NO ____

1.21 RUNNING BOARDS AND MUD FLAPS

Heavy-duty aluminum Diamond Plate running boards will be installed from the back of the front wheel opening to the front of the module box. They will include mudguards to protect the chassis and module. Rubber mud flaps will be installed behind the dual rear wheels.

COMPLY? YES ____ NO ____

1.22 MISC. CHASSIS ITEMS

Jewel effect daytime running headlights, dual pitch horn, reduced sound level exhaust, OEM standard undercoating, step-well pad and factory supplied jack and tire tools, dual air bags.

COMPLY? YES ____ NO ____

1.23 REMOTE ENTRY

Remote Entry & anti theft with two key FOB's shall be included. The Module entry door locks will also be controlled by the factory Ford key fob. A hidden unlock switch will be installed in the chassis grill.

COMPLY? YES _____ NO _____

2.0 MODULE CONVERSION

2.1 DIMENSIONS, EXTERIOR

Overall vehicle length	316.0 inches
Overall vehicle height	113.5 inches
Overall module body length	176.0 inches
Overall module body height	95.0 inches
Overall module body width	96.0 inches

COMPLY? YES _____ NO _____

2.2 DIMENSIONS, INTERIOR

Length forward door to rear door	170.25 inches
Width interior wall to wall	92.0 inches
Width of aisle	49.0 inches
Height floor to ceiling	74.0 inches
Loading height	34.5 inches

NOTE: "Kneeling" rear suspension required for load height in KKK and NFPA limits.

COMPLY? YES _____ NO _____

2.3 GENERAL CONSTRUCTION

The entire body will be a welded and **SEAMLESS** one-piece body (**No Exceptions**). The entire perimeter and around all openings of the body shall be fully welded and ground smooth thus eliminating any joints or seams. The use of tongue and groove method of construction that requires the use of a seam sealer is not acceptable. This is to prevent the cracking of paint at these areas resulting in a buildup of road dirt and grime and the eventual development of corrosion along the tongue and groove seams.

COMPLY? YES _____ NO _____

The aluminum skin, the roof and side panels, shall be permanently fastened to the framework using Lord 406/19 Acrylic Adhesive. Adhesive is applied to the sidewall skin to prevent warp age, oil canning and metal deflection associated with the welding of the sidewall skin to the structural framework. The use of double back adhesive tape is prohibited to eliminate the possibility of the adhesive tape failing to maintain a bond to the external skin.

COMPLY? YES _____ NO _____

The body wall skin shall be of prime commercial quality .125" thick 3003 H14 corrosion resistant aluminum. All side and roof panels shall be .125" thick. The use of side and roof panels that are of a lesser thickness is strictly prohibited.

COMPLY? YES _____ NO _____

The roof panel shall be a single sheet of aluminum. Covering the roof of the exterior body with sectional pieces of aluminum panels is prohibited. This is to eliminate the necessity for joints or seams where these panels join.

COMPLY? YES ____ NO ____

The wall and roof support framework shall be .125" 6061-T6 extruded aluminum box beams and extrusions spaced on 12" centers or less. There shall be no frame members spaced at a distance in excess of 12". The roof support framework shall additionally include .125" 6061-T6 extruded 1" x 2" aluminum box beams running the full length of the roof. The frame and skin shall be fully welded with no rivets.

COMPLY? YES ____ NO ____

The exterior of the body will be finished smooth with 45-degree **SEAMLESS** beveled extruded corners presenting a modern and dynamic appearance. The outer wall thickness of the extruded corners shall be .250" to provide additional protection at all corners. The body will be designed and built to provide impact and penetration resistance, with appropriate channel reinforcing to assure rigidity.

COMPLY? YES ____ NO ____

All parts of the body and attachments will be fastened together with rust resistant fasteners in a manner that will preclude loosening of any bolts and screws, and the cracking of welded joints. The exterior body panels will be made of not less than 0.125" thick metal and be reinforced at all points where equipment will be attached. Additional plating will be added in the Street side and curbside walls for future installation of 6-point seatbelts.

COMPLY? YES ____ NO ____

The body will be a bolted and welded structure. Welding will not however, be employed in the assembly of the body in a manner that will prevent the ready removal of any component part for service or repair.

COMPLY? YES ____ NO ____

In the assembly of the body, areas where steel is in contact with aluminum, there shall be butyl rubber isolator pads installed. This pad provides corrosion and water resistance.

COMPLY? YES ____ NO ____

All fasteners, bolts, screws, etc used in the assembly of the body and all attachments shall be coated with the "ECK" brand corrosive protectant. Additionally, all exterior door hinges, both entry and compartment, are to be coated with "ECK" protectant prior to the installation of the door. This "ECK" coating is to be used in lieu of a gasket material behind the hinge to prevent the problems of gasket retention and deterioration.

COMPLY? YES ____ NO ____

2.4 ROOF

The roof surface shall be **SEAMLESS** and **CROWNED** and of **ONE PIECE** of .125" aluminum (3003-H14). The use of any type of sealer or caulking material is strictly forbidden. There shall be no lip or protrusion on the roof that could result in the entrapment of any water or moisture.

COMPLY? YES ____ NO ____

The perimeter of the roof shall be constructed of 45-degree **SEAMLESS** beveled extrusions that eliminate any lip or protrusion providing a smooth finish. The outer wall thickness of the roof perimeter extrusions shall be .250" to provide additional protection at all perimeter corners.

COMPLY? YES ____ NO ____

The roof under structure will be fabricated from extruded aluminum box beams (6061-T6). The under structure will be constructed by welding 1" x 2" x .125" box beams lengthwise and by welding 2" x 2" x .125" box beams, spaced on 12" centers or less, crossways forming a cross sectional grid roof support framework. The complete roof will be treated with a sound-deadening barrier. The roof panel shall be fully perimeter welded and adhesive bonded to the roof under structure with Lord 46/19 Acrylic Adhesive. The use of skip or intermittent welding of the roof perimeter is unacceptable.

COMPLY? YES ____ NO ____

2.5 SIDE WALLS

The body sidewall skin shall be constructed of .125" aluminum (3003 H14). The sidewall under structure will be fabricated by welding 2" x 2" x .125" extruded aluminum box beams vertically, spaced no further than on 12" centers. The vertical tubing will join and be welded to roof supports (2" x 2" x .125" extruded aluminum box beams) to form an interlocking grid between the sidewall and the ceiling. The complete sides will be treated with a sound-deadening barrier. The body sidewall skin shall be fully welded around the entire perimeter and all body openings and adhesive bonded to the sidewall frame work with Lord 406/19 Acrylic Adhesive. The curbside of the module, forward of the rear wheel will have a 4" skirt drop.

COMPLY? YES ____ NO ____

All body openings shall be seamless. Body openings framed with tongue and groove style extrusions requiring the use of seam sealer will not be acceptable.

COMPLY? YES ____ NO ____

2.6 FLOOR SUB-STRUCTURE

The floor shall be at the lowest level permitted but not more than 34 ½ inches from the ground with **NO MODIFICATION TO THE FORD OEM CHASSIS SUSPENSION.**

COMPLY? YES ____ NO ____

The floor sub-structure shall consist of two (2) 1/4" walls 2" x 2" aluminum tubes running at the outer edge for the full length of the floor and the chassis frame rails. There shall then be sixteen (16) 1 ½" x 1 ½" x ¼" walls 1 ½" x 2" aluminum tubes running the width of the floor and fully welded to the outer tubes. This sub-structure frame is to mount on top of the Chassis frame rails via the 12 OEM Pucks. 2 Full-Length Plates measuring ¾" x 6" shall be welded to the under side of the 1 ½" x 1 ½" tubes, one left and one right. The outer edges of these plates

shall be welded to the 2 x 2 primary box beams. These plates shall be bolted, via OEM rubber mounts, to gusseted steel brackets bolted to the OEM frame. There shall be twelve (12) rubber mounts attaching the body to the frame.

COMPLY? YES ____ NO ____

2.7 EXTERIOR COMPARTMENT CONSTRUCTION

Compartments provided on the unit will be constructed as follows: The compartment floor will be fabricated of .125 diamond plate aluminum (3003-H14) and the ceiling and bulkheads of .100 diamond plate aluminum (3003-H14). All compartment floors will be reinforced with two 1x2 aluminum bars on the underside of the floor.

COMPLY? YES ____ NO ____

All exterior compartments will be sweep out style to provide for ease of cleaning. Drain holes are not desirable. All exterior compartments will be vented to provide for the displacement of air when closing doors. Vent louvers shall be installed on the vertical walls of the exterior compartments.

COMPLY? YES ____ NO ____

All exterior compartments shall be lighted when the compartment door is opened. Compartment lights will be LED and flush mounted with wiring routed through the body eliminating any exposed wiring.

COMPLY? YES ____ NO ____

All exterior compartment shelving shall be "Pan" style aluminum shelves mounted on two (2) sets of uni-strut tracks at each end of the shelf providing infinite adjustment. Rubber matting is to be installed on the topside of all shelving.

COMPLY? YES ____ NO ____

2.8 DOORS

The corner of each door frame shall be ¼" Cast Aluminum inserted & welded to horizontal & vertical extrusions. This Cast part shall ensure superior strength as well as uniform fit & finish.

COMPLY? YES ____ NO ____

The door(s) of each compartment will be flush type (being on the level with adjacent body surface) and of **PAN FORMED / EXTRUSION DOUBLE BREAK** construction. The weather seal is to be mounted on the outer flange of the door with the latches and strikers mounted on the extruded second break inside the door opening. This door design eliminates exposure of the latches to the elements and prevents moisture from corroding the latch mechanisms.

COMPLY? YES ____ NO ____

All doors shall be constructed of .125 aluminum and 2 ½" thick.

COMPLY? YES ____ NO ____

The inner panel on all exterior compartment and entry doors will be fastened to the extruded doorframe and recessed into the door frame extrusion for a flush finish. Surface mounting of

any interior door panels is not allowed. All fasteners used for the mounting of the interior panels are to have a rubber grommet affixed to the underside of the screw head to prevent the fastener screws from loosening and backing out of the extrusion. The interior door panels shall be readily removable for access to the interior of the door and the latching mechanism.

COMPLY? YES ____ NO ____

All doors shall be reinforced and cross-braced inside for increased strength allowing for the mounting of equipment on the door.

COMPLY? YES ____ NO ____

In order to facilitate adjustment and routine maintenance of door linkage rods and latches, all patient compartment entry doors shall have access ports. There is to be an access port above and one below each interior entry door handle of sufficient size to allow for the adjustment of the door linkage rods. All ports are to be covered with a friction type "plug-in" plastic cover that is readily removable.

COMPLY? YES ____ NO ____

The door latch assembly of each compartment will be an Eberhard Grabber 21100 series, two (2)-point slam lock (206 rotary latch), of stainless-steel construction. Door latch assemblies shall be "blind mounted" eliminating any exposed mounting hardware on the exterior side of the latches. There is to be a rubber gasket between the exterior stainless-steel latch assembly and the aluminum door to ensure the isolation of the two dissimilar metals.

The door linkage rods' connecting the door handles and the rotary latches are to be 5/32 steel rods threaded on the turn buckle end. They shall be straight direct pull rods with no bends built into the rods allowed. Adjustments to the entry door linkage rods are to be provided by a turnbuckle located above and below and adjacent to each interior door handle.

COMPLY? YES ____ NO ____

All exterior doors are to be lockable via an "automotive style" lock with all compartment and patient compartment entry doors being keyed alike. The key shall be double sided for ease of insertion into the lock.

COMPLY? YES ____ NO ____

Door strikers shall be installed on the vertical compartment flanges, with the exception of double doors. There are to be two (2) pins per door, with the exception of the battery compartment door. All striker pins shall be fully adjustable from the exposed side. They will be grade 8.0 cadmium plated steel strikers with a "captive nut" for adjustment and so located as not to interfere with the sweep-out design of the compartment itself.

COMPLY? YES ____ NO ____

All compartment and entry doors shall have one-piece Stainless Steel doorsill protectors which will cover both surfaces of the body opening.

COMPLY? YES ____ NO ____

Each compartment and entry door are to have a full width aluminum drip rail mounted above each door. All drip rails are to be attached using double back adhesive tape. The use of screws, rivets, or any other form of metal attachment is not acceptable.

COMPLY? YES ____ NO ____

All compartment doors will be equipped with a gas strut door stay that holds the door at 90 degrees to the body when open. All gas struts are to be mounted in such a way as to allow for easy access in the event that replacement or repair is required.

COMPLY? YES ____ NO ____

There shall be a "dampening" device installed within each gas strut for the purpose of preventing the "shock" that can occur when a gas strut is fully extended.

COMPLY? YES ____ NO ____

Each compartment door will be mounted with a continuous stainless-steel hinge with a minimum pin diameter of (.250). Hinge Pin diameter of less than (.250) is unacceptable to ensure the long-term performance of the hinge in this extreme use application.

Each compartment opening is to be sealed with full perimeter 5/8" wide by 1/2" thick hollow core wiper seal. The seal is to be mounted on the doorframe out board of the striker pins and the door latches. This seal ensures that each compartment will be dust and waterproof and that the striker pins and door latches will remain dry and clean.

COMPLY? YES ____ NO ____

All exterior compartment and patient compartment entry doors shall be insulated with a single layer of R-14.5 reflectix insulation. Additionally, there shall be a single layer of 2" polystyrene insulation installed in each door.

COMPLY? YES ____ NO ____

Rear patient compartment doors shall be equipped with Cast Products "Grabber" hold-open devices. Side patient compartment door shall be equipped with Gas Strut door opening device.

COMPLY? YES ____ NO ____

Rear and side patient compartment doors shall have dark tinted safety glass windows encased in extruded aluminum frames. Each rear door shall have an 18.5" x 17.5" fixed window. The side door shall have an 18.5" x 17.5" slide opening window with screen and window lock.

COMPLY? YES ____ NO ____

Right side entry door opening: 77"H X 31" W (**Note: Door forward layout**)
Rear entry door opening (double door): 62.5"H X 48" W

COMPLY? YES ____ NO ____

2.9 LICENSE PLATE HOLDER

Installed in the center of the rear kick plate above the rear step bumper there shall be a Cast Products license plate holder. There are to be two LED lights mounted in the holder.

COMPLY? YES ____ NO ____

3.0 ELECTRICAL SYSTEM

3.1 ELECTRICAL SYSTEM COMPONENTS

A Weldon V-MUX 100% solid-state microprocessor based multiplex system will be installed to control the electrical functions. The system will provide diagnostics lap top plug in capability. The front console shall contain fifteen (15) PODS buttons with an OLED, text display. The rear panel shall contain twelve (12) PODS buttons. PODS buttons are flexible to be used as latching, multi-level or momentary buttons. A Weldon High Content Node (S) shall be provided. There could be one or more depending upon demand requirements.

A Hanscom camera system will be included with a rear facing camera mounted to the exterior rear of the module along with a forward-facing interior camera mounted above the rear doors. A Hanscom display will be installed in the chassis cab.

A custom chassis console will be provided with dual drink holders. (Design upon bid award)

Comply..... YES ____ No ____

3.2 WARNING DISPLAYS

A digital OLED display and audible alarm will be integrated into the cab console and programmed through the multiplex system to provide visual and audible indications for:

Outside storage compartment "door open" warnings
Module Curbside and Rear "Door Open" Warning
Low voltage alarm
System Voltage
System Errors

Comply..... YES ____ No ____

3.3 VOLTMETER

The OLED display on the console will display system voltage

Comply..... YES ____ No ____

3.4 CONTROL PANEL PODS BUTTONS

A console panel will be mounted in the cab and a rear panel will be mounted in the access door to the electrical service cabinet in the action area. The PODS buttons will control all Emergency Warning functions as well as being able to control the Patient Compartment lighting and module heat/ac functions.

The PODS buttons will have dimmable perimeter backlighting for easy identification and a red LED will light up when turned on.

Comply..... YES___ No___

3.4.1 MODULE POWER BUTTON

A module power button for the electrical system will be provided on the front panel.

Comply..... YES___ No___

3.4.2 EMERGENCY MASTER BUTTON

A single emergency master button will be supplied for activating all the emergency warning lights and will be provided on the front console panel. The emergency master button will activate the module power automatically.

Comply..... YES___ No___

3.4.3 FLASHER

The flasher will be provided within and programmed by the multiplex electrical system.

Comply..... YES___ No___

3.4.4 PARK OVERRIDE

A park override PODS button, located on the Front Console Panel, will reactivate all lights disabled when the transmission is placed in the neutral/park position.

Comply..... YES___ No___

3.4.5 BACKUP ALARM OVERRIDE

The Front Console Panel will have a PODS button to disable the backup alarm. This override will automatically reset to "Enabled" when the vehicle is removed from Reverse.

Comply..... YES___ No___

3.4.6 CURBSIDE SCENE LIGHTS "ON" WITH CURBSIDE DOOR

The curbside scene lights will be programmed to activate when the curbside door is in the open position.

Comply..... YES___ No___

3.4.7 REAR SCENE LIGHTS "ON" WITH REAR DOORS OPEN

The rear scene lights will be programmed to activate when the rear doors are in the open position.

Comply..... YES___ No___

3.4.8 REAR SCENES "ON" IN REVERSE

The system will be programmed to provide activation for the rear scene lights, and the rear side scene lights, when the transmission selector lever is placed into the "reverse" position.

Comply..... YES ____ No ____

3.5 ELECTRICAL WIRING

All of the vehicle's electrical equipment will be served by circuits separate and distinct from the chassis electrical system. All circuits shall be rated to carry 125% of its maximum load. All electrical wiring will be run in grease, oil, heat and moisture resistant looming. Harnesses will be fastened with vinyl-clad clamps and grommets at any area they contact a metal edge.

Every load carrying wire will be a minimum of 14-gauge and will be color-coded and heat embossed with its function every 6 inches. There will be at least a 6-inch service loop of wire at the point of attachment to each component. All electrical connections will be machine crimped; the use of Scotch-locks is strictly prohibited.

COMPLY? YES ____ NO ____

3.6 GROUNDING SYSTEM

Due to the fact that most electrical problems in all 12-volt systems, but especially in emergency vehicles are due to problems with bad grounds, the body will be grounded to the chassis frame with 2 heavy duty braided grounding straps. In addition, there will be grounding straps from the engine block to the body and frame. There is to be a Major Ground Buss Bar in the electrical panel that is connected to the ground straps and frame, and then each individual circuit will have its own ground wire run to that ground buss bar. This will greatly improve the grounding of all circuits in the vehicle and insure less electrical problems.

The Weldon HC NODES shall be ground directly to the chassis batteries to eliminate any interference or possible loss of ground which would result in the shutdown of the entire NODE.

COMPLY? YES ____ NO ____

3.7 ELECTRICAL SERVICE CABINET

The electrical service panel will be mounted in the electrical service cabinet above the action area and will be easily accessible by activating a single latch allowing the Button POD Panel section to swing down. The V-Mux Node(s) will be located in an easily accessible location in the electrical service cabinet for service technicians to perform troubleshooting and service work. This cabinet must be solely for the electrical system components with a large enough door opening to perform work on the systems completely without removing them from the cabinet.

Under no circumstances will any of the electrical systems be mounted in any exterior compartment. **NO EXCEPTIONS**

COMPLY? YES ____ NO ____

3.8 12V DC OUTLETS

There shall be two (2) Cigar style 12V DC outlets, one located in the action area, and one above the right In/Out ALS compartment counter.

COMPLY? YES ____ NO ____

3.9 110V AC SYSTEM

There shall be a weatherproof 110V- 125V male Kussmall receptacle rated at 20 amps with a spring-loaded cover assembly located on the front left corner of the module body for incoming 110-volt power. This receptacle shall be labeled. It shall be wired through one 15-amp circuit breaker. A shoreline indicator will be included above the shoreline outlet. The circuit shall include (1) 110-volt/USB interior receptacle located in the action wall area, (1) one rear of the CPR seat above the rear counter, (1) one the bench wall above the In/Out countertop, (1) six outlet power strip inside the In/Out compartment and (1) in the chassis cab behind the passenger street. All outlets shall illuminate per KKK-A-1822-F.

A Vanner Inverter/Conditioner w/remote switch, Model 20-1050-CUL will be supplied

COMPLY? YES ____ NO ____

3.10 LIGHTING, EMERGENCY

The unit shall be equipped with the following warning lights:

14) Whelen 900 Series 9 x 7 red/blue split LED lights as follows:

- 6) Facing forward
- 4) Facing rearward
- 2) Facing right
- 2) Facing left

- 1) Whelen Series 9 x 7 clear LED light installed top center forward.
- 1) Whelen Series 9 x 7 amber LED light installed top center rearward.
- 2) Whelen 500 Series red LED lights mounted in the Front Fenders.
- 3) Whelen 500 Series red LED lights mounted in lower corners of entry doors.
- 4) Whelen 500 Series 500 red LED's in Chrome Housings in the Grill.
- 6) Whelen LED Strip lights installed in the rub rails. (3) per side.

Circuit shall have a dual mode switch. "Primary" shall flash all lights. "Secondary" shall flash top red & amber lights only.

COMPLY? YES ____ NO ____

3.11 SCENE LIGHTS

There shall be four (4) LED Whelen 900 Series 9 x 7 with 13-degree tilt built into the lenses mounted two (2) lights on the left side and two (2) lights on the right side. There shall be two (2) LED Whelen Series 9 x 7 with 13-degree tilt built into the lenses mounted on the rear. A separate switch on the driver's switch panel shall control each pair. In addition, the right side and rear scene lights shall activate when the right side or rear doors, respectfully, are open.

COMPLY? YES ____ NO ____

3.12 DOOR SWITCHING

Magnetic Door Switches shall be installed to activate Door Open, Compartment Open, Dome and Scene Lights.

COMPLY? YES ____ NO ____

3.13 SIREN AND SPEAKERS

Sirens (2) shall be a Whelen Model 295 SL SA-1 with Wail, Yelp, Hi/Lo and Phaser sounds and a wail/yelp siren on a console switch.. Dual Cast Products Siren Speakers shall be mounted outboard in the face of the Chrome Front Bumper, below the Headlights, in cast aluminum housings. Each siren is connected to (1) 100 watt speaker in the housing

COMPLY? YES ____ NO ____

3.14 SPOTLIGHT

There shall be a "300,000 candle power" spotlight, with eight-foot coiled cord and momentary switch, permanently wired into front console. A "Mic" style storage clip shall be provided.

COMPLY? YES ____ NO ____

3.15 LIGHTS, PATIENT COMPARTMENT

The ceiling headliner shall contain eight (9) Whelen High - Low intensity LED dome lights. The left and right banks of lights shall be switched separately. In addition, the left bank high mode can be switched from the drivers switch panel and will be activated by opening of the side or rear entry doors. There shall be a timer switch installed in the right wall above the In/Out cabinet countertop. The timer switch will allow the left bank of Dome Lights to turn on even when the master switch is in the off position.

In addition, a 10" LED light shall be in the action area.

COMPLY? YES ____ NO ____

3.16 CLOCK, PATIENT COMPARTMENT

A battery-powered Atomic Digital Clock w/Indoor Temp. & Date. 12/24 Hour display, Automatic updates for time (including DST), month, day, date Calendar.

COMPLY? YES ____ NO ____

3.17 SUCTION - ON BOARD

An SSCOR/Board On Board suction system with an Impact E-12 Suction Pump shall be provided and mounted on the back wall above the action area counter top just forward of the CPR Seat.

COMPLY? YES ____ NO ____

3.18 VENTILATION

A 138-CFM exhaust fan shall be mounted near the ceiling in the left rear of the patient compartment and shall be activated by a switch on the action wall.

COMPLY? YES ____ NO ____

3.19 LOW VOLTAGE ALARM

A Low Voltage Alarm shall sound when voltage drops below 11.8 volts for more than 120 seconds.

COMPLY? YES ____ NO ____

3.20 SWITCH CONSOLE, DRIVER'S

There shall be a switch console mounted in the center of the cab floor between the seats in such a way as to not interfere with access to the dash yet easily accessible to the driver. The console shall be easily removable to allow access for service. There shall be space provided for the installation of radios below the Weldon V-Mux Switch Panel. The switch panel shall be esthetically appealing and incorporate as follows:

Top Row:

"E" Master Switch / Primary/Secondary / Light Bar / Heat - AC / Patient Domes / Mod Power

Second Row:

"OLED" Display Screen / Back up Alarm Disable / Voltage Alarm Disable

Third Row:

Door Ajar Light / Compartment Ajar Light / Second Siren Wail - Yelp

Bottom Row:

Emitter / Siren – Horn / Left Scenes / Rear Scenes / Right Scenes

COMPLY? YES ____ NO ____

3.20.1 SWITCH CONSOLE, PATIENT COMPARTMENT

There shall be (2) rear control panels in the patient compartment. (1) one in the action area, (1) one on the bench wall. The following switches shall be in the rear control panel, which shall be hinged for easy access to components. They shall be mounted in a double row at an angle facing the center of the cot and the squad bench.

Top Row:

Mod Power / Left Domes / Right Domes / O2 Light / Attendant Light

Bottom Row:

Inverter / Suction / Exhaust Fan / HVAC Fan Speeds / Heat - AC

COMPLY? YES ____ NO ____

All switches in front and rear panels shall be Weldon Button Pod switches that are permanently marked by function, illuminate when activated and backlit for night visibility.

COMPLY? YES ____ NO ____

4.0 PATIENT COMPARTMENT

4.1 FLOOR, PATIENT COMPARTMENT

The sub floor shall consist of .090" thick 3003 H14 corrosion resistant aluminum sealed watertight. Over the aluminum sub-floor there shall be a sheet of ¾", 13 ply, exterior grade plywood that is caulked and sealed.

COMPLY? YES ____ NO ____

The floor is then to be covered with a single piece of commercial-grade, LON-COIN non skid flooring, which shall roll up the left wall and the squad bench approximately 3". Behind the linoleum at the base of the left wall and the squad bench, coving shall be installed providing a solid backing at the point of the bend in the floor. This coving shall run the full length of the left wall and the squad bench. Flooring shall be sealed at all edges to prevent water from seeping between the floor and cabinets.

COMPLY? YES ____ NO ____

A formed 6-inch, full width stainless steel floor protection strip shall be installed forward of the rear patient compartment door seal. Additionally, antiskid tape, 2 inch wide, is to be laid the full width just inside the rear entry doors over the floor protection strip.

COMPLY? YES ____ NO ____

4.2. CABINET'S, INTERIOR

All interior cabinets shall be built using ¾" cabinet grade, finished both sides, 7 ply, solid core, birch plywood. The use of plywood of any lesser quality or thickness is strictly prohibited.

COMPLY? YES ____ NO ____

All interior cabinets shall be constructed using wood screws. The use of staples or nails in the fastening of cabinet components is strictly prohibited.

COMPLY? YES ____ NO ____

Exposed cabinet surfaces, interior and exterior, are to be covered with "Wilsonart" laminate. All cabinets and counter tops shall be caulked and sealed. Cabinets shall incorporate 1-inch aluminum radius corners throughout and have generous padding to lessen the chance of injuries in the event of an accident. Sliding Plexiglas windows shall be 1/4" thick with full height extruded aluminum handles mounted in full perimeter slide track. Door catches shall be flush-mount slam-type positive latching.

Interior cabinets to be lighted with On/Off switch in control panels.

COMPLY? YES ____ NO ____

4.2.1 CABINETS, LEFT WALL

Cabinets shall be designed as per drawings with a one-piece molded Fiberglass countertop for the attendant in the action area and rear of the CPR seat. Storage cabinets shall be located in the left rear, above the CPR seat, and above the action area. The cabinet above the action area will have the same angle front to back as the cabinet with the switch panel. Cabinets fore and aft of the CPR seat to be angled. (2) Two cabinet to have tilt up speed load cabinet windows. Track type adjustable shelving in interior cabinets.

(2) Two pull out drawers for general storage installed fore and aft of the CPR seat. (1) 20"W x 7"T forward of the CPR seat and (1) 20"W x 4"T rear of CPR seat.

COMPLY? YES ____ NO ____

The action wall shall house the technician's console, two oxygen outlets, vacuum outlet, aspirator collection bottle, climate control thermostat and fan control, one 12-volt connection and one lighted 110V/USB duplex outlet. The upper action wall area shall be hinged for ease of access. The action area counter to be extended to 73".

A locking narcotics cabinet will be installed in the action area

COMPLY? YES ____ NO ____

4.2.2 BULK HEAD CABINETS

Cabinets shall be designed per drawings. The driver side cabinet shall incorporate a floor mounted climate control unit. Unit shall drain directly through the floor. Air in-take shall be at floor level, while output shall be ducted overhead, across the bulkhead cabinets. The return air shall be filtered. Directly above the climate control unit shall be a storage area.

The bulkhead shall incorporate a pass-through Plexiglas sliding window from the rear patient compartment to the front cab. This window shall be sealed and weatherproof via a flexible rubber boot connection between the cab and the modular body.

COMPLY? YES ____ NO ____

4.2.3 SQUAD BENCH CABINETS

Cabinets shall be mounted at the ceiling level directly over the entire length of the squad bench. They shall have "flip-up" Plexiglas doors. There must be a minimum of 43" from the bottom of these cabinets to the top of the squad bench. An angled switch panel shall be installed forward of the bench. A 26"W x 14"T X 21"D cabinet with a tip up door and Southco latch will be installed above the In/Out cabinet.

A (4) slot glove storage will be installed above the side entry door.

A custom In/Out cabinet will be installed forward of the squad bench, it shall include a fiberglass counter top, adjustable shelf and a slid-out drawer that slides toward the rear.

COMPLY? YES ____ NO ____

4.2.4 SQUAD BENCH

The squad bench base shall be constructed of .075" gauge stainless steel for strength and ruggedness". The lid shall be split into two sections. Each lid will have a gas strut hold open device and paddle style latches. The interior shall be lined with white Wilsonart laminate.

COMPLY? YES ____ NO ____

4.3 SEAT, EMT / ATTENDANT

An attendant seat shall be located at the head of the primary cot. It shall be a high back deluxe seamless vinyl captain's chair with an integrated child safety seat mounted on a swivel base as approved by the seat manufacturer. Seat belt shall be included for attendant safety.

COMPLY? YES ____ NO ____

4.3.1 CPR Seat Cabinet

A single cabinet shall be mounted at the ceiling level directly over the entire length of the CPR seat. It shall have a "flip-up" style Plexiglas door. There must be a minimum of 43" from the bottom of this cabinet to the top of the CPR seat cushion.

COMPLY? YES ____ NO ____

4.3.2 SEAT, CPR

A sidewall seat will be mounted in the center of the left wall. This seat will be comprised of three molded/contoured seamless vacuum formed vinyl cushions. A seat belt shall be provided for attendant safety. Cushions shall be vacuum-formed seamless. One-inch cushions shall be installed on three sides of head area.

COMPLY? YES ____ NO ____

4.4 UPHOLSTERY

All door panels, seat cushions, and protective pads shall be constructed of fire-retardant foam, covered with minimum 40-ounce vinyl. All seat and back cushions in the patient compartment shall be vacuum-formed seamless.

COMPLY? YES ____ NO ____

4.5 HEADLINER

The headliner shall be constructed of padded white vinyl in three sections, with the center section being removable to gain access to wiring.

COMPLY? YES ____ NO ____

4.6 PANELING, INTERIOR

Exposed surfaces shall be mar, dent and scratch resistant. Walls shall be covered with high pressure Wilsonart laminate material.

COMPLY? YES ____ NO ____

4.7 GRAB RAIL, OVERHEAD

A full-length yellow handicap style 1 1/2" diameter grab rail shall be installed on patient compartment ceiling. This rail shall be capable of supporting a minimum of 300 pounds. This Rail shall be treated with Agion Anti-Bacterial Coating.

COMPLY? YES ____ NO ____

4.8 GRAB HANDLES, DOORS

All entry doors will have a matching yellow heavy duty stainless steel handicap style 1 1/2" "V" bar grab handle that will be securely mounted slightly below the window. These Bars shall be treated with Agion Anti-Bacterial Coating.

A yellow 12" grab bar will be installed inside of the side entry and rear doors to allow ease of entry.

COMPLY? YES ____ NO ____

4.9 STAINLESS STEEL WALL

The lower left aisle wall shall be .060 stainless steel from action shelf down to floor. The stainless steel shall be installed after the floor is in place and installed over the edge of the floor. This will eliminate the seam and possibility of fluid retention.

COMPLY? YES ____ NO ____

4.10 COT MOUNT

A Stryker floor plate shall be installed. A Stryker Mass casualty kit, Antlers and cot latch will be supplied.

COMPLY? YES ____ NO ____

4.11 INSULATION

The entire patient compartment, walls and ceiling, shall be blanketed with two layers of reflectix insulation. In between the two layers of reflectix insulation shall be a 2" polystyrene insulation to provide exceptional insulation and sound deadening qualities. To make certain the insulation stays in place, all insulation in the vertical walls is to be glued in place

COMPLY? YES ____ NO ____

All exterior compartment and patient compartment entry doors shall be insulated with a single layer of R-14.5 reflectix insulation. Additionally, there shall be a single layer of 2" polystyrene insulation installed in each door.

COMPLY? YES ____ NO ____

4.12 CLIMATE CONTROL

Rear climate control shall be floor mounted in driver side bulkhead cabinet to shorten refrigerant and anti-freeze hoses and eliminate vertical circulation. Condensation from high humid conditions shall drain directly through floor. Air intake shall be at floor level; output shall be at ceiling level with return air at floor level for increased airflow. Return air shall be filtered.

COMPLY? YES ____ NO ____

The unit shall be a Pro-Air with 32,000 BTU cooling capacity and a 35,000 BTU heating capacity. The blower motor shall have permanent magnets and be capable of delivering 630 CFM of airflow. It must be removable without removing entire heat/cool unit and without disconnection of any coolant lines. The unit must include an auxiliary HVAC underskirt condenser. **NO EXCEPTIONS**

COMPLY? YES ____ NO ____

A digital thermostat shall control both heating and cooling with 3-speed manual fan control. The thermostat shall be located on the action wall.

COMPLY? YES ____ NO ____

4.13 SHARP'S CONTAINER

Drop-in Sharp's/Waste access will be installed at the head of the bench with access to containers through a swing out door under the bench lid for ease of replacing.

COMPLY? YES ____ NO ____

4.14 OXYGEN OUTLETS

Oxygen system shall be plumbed with conductive hose from oxygen compartment to (2) two Puritan-Bennett Ohio style oxygen outlets in the action area, (2) two in the ceiling above the cot and a third over the In/out counter on the bench wall.

COMPLY? YES ____ NO ____

5.0 EXTERIOR BODY

5.1 REAR WHEEL WELL TRIM

The rear wheel wells shall be trimmed with polished Stainless Steel Fenderettes that shall be attached to the body with stainless steel fasteners. There shall be a gasket placed between the aluminum body and the stainless steel fenderette for isolation of the dissimilar metals.

COMPLY? YES ____ NO ____

5.2 RUB RAILS

There shall be bolt on clear anodized extrusion rub rails with a wall thickness of (.187). They shall run the full length of the body and be mounted at the base of each side of each side of the body. The rub rails shall be spaced ¼ inch from the body with Delrin spacers.

COMPLY? YES ____ NO ____

5.3 BUMPER, REAR STEP

The rear step assembly shall be constructed of 1 ¾" X 1 3/4" tubular steel frame bolted to the chassis frame. The center section shall be non-skid grip strut aluminum and shall "Flip-Up" to allow adequate clearance of the Cot Wheels while Cot is being loaded. The ends shall be constructed of diamond plate end caps with 18" X 4" X 4" heavy-duty rubber dock bumpers.

COMPLY? YES ____ NO ____

5.4 DOOR STEP, SIDE

The side doorstep shall be formed of aluminum diamond tread and shall be flush sweep out style. Antiskid tape, 2-inch-wide, is to be laid the full width of the step just inside the entry door. Additionally, there shall be a formed 3-inch, full width stainless steel floor protection strip installed over the flooring at the top of the step. An LED step well light is to be installed on the forward vertical wall of the step well with the wiring to be pulled through the backside of the step well. The lower side of the step well shall be covered with Hush Mat to reduce road noise.

COMPLY? YES ____ NO ____

5.5 STONE SHIELDS

Diamond plate stone shields shall be installed on the front edge of the module body directly behind the cab at skirt level. These shields shall extend up the front of the box approximately 16 inches.

COMPLY? YES ____ NO ____

5.6 EXTERIOR COMPARTMENT CONFIGURATION

NOTE: See Drawings for Exact Compartment Location and Dimensions

#1 OXYGEN / BACKBOARD COMPARTMENT

The left front (street side) exterior compartment shall contain a “Zico” nylon triple collar bracket to house one “M” size oxygen cylinder. The O2 tank is to be stored in the aft side of the compartment. There shall be an interior access door to allow the attendant to turn the oxygen tank valve on/off from the patient compartment. A separate O2 compartment light shall be provided for the purpose of viewing the tank O2 gauge and be switched on/off from the action panel. A wrench is to be provided for changing the tank regulator. This wrench is to be secured in the compartment with a cable and mounted to the compartment wall when not being used.

This compartment shall have an aluminum divider located between the O2 tank and the backboard storage side of the compartment. A shelf is to be installed from the divider to the compartment aft wall above the O2 bottle.

The forward side of the compartment is to provide storage for two (2) backboards and shall have rubber “nerf” strips, two (2) on the floor and two (2) on the back wall of the compartment, for the protection of the backboards. There shall be a seat belt style-retaining strap installed for the purpose of securing the backboards.

On the forward wall of the compartment there shall be a removable panel approximately 8” square in size located opposite of the shoreline plug. This panel, when removed, provides access to the shoreline plug when service or replacement is required.

COMPLY? YES ____ NO ____

#2 GENERAL STORAGE COMPARTMENT

This compartment shall be located street side between the #1 compartment and the left side drive wheels and is to be used for general storage. There is to be a double door on this compartment.

There shall be a full width, full depth aluminum “pan” style storage shelf installed in the compartment. The shelf is to be mounted on two (2) sets of infinitely adjustable uni-strut tracks at each end of the shelf with rubber matting covering the topside of the shelf.

COMPLY? YES ____ NO ____

#4 SPARE TIRE COMPARTMENT

The left rear street side exterior compartment shall be for the storage with two adjustable shelves. The spare tire is to be provided with the unit at delivery. There is to be a single door on this compartment.

COMPLY? YES ____ NO ____

#5 CURBSIDE BACKBOARD COMPARTMENT

The right rear curb side exterior compartment shall be a single door full height vertical compartment for the purpose of storing a minimum of two (2) backboards, and miscellaneous other related equipment. The compartment is to be divided equally with an aluminum divider. There shall be a shelf located on the forward side of the divider approximately 5’ above the floor. This compartment to have In/Out Access through a 3/8” plexi door.

COMPLY? YES ____ NO ____

#7 ALS IN/OUT ACCESS

There shall be a single 49" tall x 29"W door located just rear of the side entry door (curbside) allowing for In/Out access to the ALS interior cabinet.

COMPLY? YES ____ NO ____

5.7 LIGHTING, DOT

The vehicle shall be equipped with jewel affect daytime running headlights and two amber park/turn lights on the front. The Module Body shall have at least 11 Innovative Brand LED clearance lights with "each light having four (2) LED's and grounded via a ground wire". Each top front corner shall have amber lights mounted on the front and side of each corner.

There shall be three red lights at the top rear center of the module. Each top rear corner shall have red lights mounted on the rear and side of each corner. There shall be three amber lights mounted on the center front of the cab roof.

The rear of the module box shall have two Whelen 4" x 6" series amber LED arrow turn lights, two Whelen 4" x 6" series red LED tail/brake lights, two Whelen 4" x 6" series LED reverse lights. They will be mounted in chrome flanges on the modular body above the diamond plate in the above listed order top to bottom. Mounting of these lights shall be as far outboard on the rear of the module body as possible.

All lights shall be as per I.C.C. requirements.

COMPLY? YES ____ NO ____

6.0 BODY FINISH

6.1 PAINTING PROCEDURE

An extensive 12-step painting process is to be followed and strictly adhered to as follows:

Prior to paint all doors, chrome trim, lights, handles, steps, and all other attached equipment shall be removed to assure the paint process covers the entire body. No Weather-stripping will be attached to the body during the paint process.

COMPLY? YES ____ NO ____

The entire outside of the body shall be sanded with a minimum of 180 grit sandpaper and cleaned and deburred of all rough edges. The entire body shall then be wiped clean with PPG DX436 wax and grease remover prior to painting.

COMPLY? YES ____ NO ____

The body shall then be coated with (1) coat of PPG Delfleet Evolution F3993 Epoxy Primer followed by (2) coats of PPG Delfleet Evolution F3975 Urethane Primer. Once the primer has been applied the entire unit shall be baked at 150 degrees for a minimum of 30 minutes. The primer shall then be sanded prior to the application of the topcoat.

COMPLY? YES ____ NO ____

Once the application of the primer has been completed, a topcoat consisting of (2) coats of PPG Delfleet Evolution FBC Color Coat is applied followed by (2) coats of PPG Delfleet Evolution F3921 Clear coat for a durable long-lasting high gloss finish. The entire unit shall then be baked a second time at 160 degrees for a minimum of (45) minutes.

COMPLY? YES ____ NO ____

After the body paint procedure is completed a band shall be applied at midline forming a continuous band around the vehicle. This band is to be painted with (2) coats of PPG Delfleet Evolution FBC Color Coat followed by (2) coats of PPG Delfleet Evolution F3921 Clear Coat.

COMPLY? YES ____ NO ____

The final step shall then be to apply Rubberized undercoating to the underside of the cab and the body in strict adherence to Ford QVM guidelines and the KKK-1822- E Specification just prior to delivery.

COMPLY? YES ____ NO ____

Warranty shall be a full 5-year / 100,000-mile **NON-PRORATED** Modular Paint Warranty.

COMPLY? YES ____ NO ____

6.2 PAIN & GRAPHICS DESIGN

The unit is to match the paint and graphic's of the current Independence Fire Department fleet.

Chevrons will be included on smooth aluminum plates to the lower portion of the module entry doors.

COMPLY? YES ____ NO ____

7.0 PAYLOAD

7.1 PAYLOAD

There shall be a minimum of 5,000 lbs. of usable payload. Weight determination shall be made with standard unit, full complement of fuel, fluids and spare tire. Any optional equipment shall be deducted from payload.

COMPLY? YES ____ NO ____

8.0 MISCELLANEOUS EQUIPMENT

8.1 DECALS, NO SMOKING & OXYGEN EQUIPPED

There shall be two NO SMOKING and two OXYGEN EQUIPPED signs, one each in the cab and one each in the patient compartment.

COMPLY? YES ____ NO ____

8.2 I.V. HOLDERS

There shall be two recessed, swing-up dual I.V. bag holders mounted in patient compartment headliner. The holders shall be Cast Products # IV-2009 (KKK-1822-F Approved).

COMPLY? YES ____ NO ____

8.3 ANTENNA, POWER & GROUND PRE-WIRE

(3) two pre-wire antenna coaxial cables delivered to the drivers switch console. There shall be a raceway provided to be able to run radio cable from the cab to the patient compartment. (3) NMO style antenna mounts will be installed in the module roof.

(3) Power and grounds will be installed for power of two way radios.

COMPLY? YES ____ NO ____

8.4 WIRING SCHEMATIC

There shall be a complete **SPECIFIC** wiring schematic showing all circuits, including optional equipment included in the owner's manual.

COMPLY? YES ____ NO ____

STEREO SPEAKERS

Stereo Speakers will be installed in the rear area of the headliner tied into the factory chassis stereo system with a volume control installed in the action area.

COMPLY? YES ____ NO ____

8.5 Stryker Power Load System

A Stryker Power Load System and Performance Pro cot shall be supplied with the unit.

COMPLY?..... YES ____ NO ____

8.6 Stainless Steel Grill Guard

A stainless steel grill guard shall be installed on the vehicle

COMPLY?..... YES ____ NO ____

9.0 WARRANTY

9.1 WARRANTY COVERAGE (See Warranty Certificate for Details)

Three year / 36,000-mile Product Conversion Warranty.

Six-year / 72,000-mile Electrical System Warranty.

Five-year / 100,000-mile **NON-PRORATED** Modular Paint Warranty.

LIFETIME Modular Body Structure Warranty.

There shall be no pro-rating allowed for any portion of the above listed warranties.

COMPLY? YES ____ NO ____

10.0 REQUIREMENTS OF THE MANUFACTURER

10.1 KKK-A-1822-F CERTIFICATION

This unit shall meet all KKK-A-1822-F specifications and the manufacturer shall have current documentation of compliance with all KKK-A-1882-F standards and all subsequent revisions.

COMPLY? YES ____ NO ____

10.2 FORD QVM PROGRAM

This unit shall meet all Ford QVM Program requirements and the manufacturer shall be a current member in good standing of the Ford QVM Program.

COMPLY? YES ____ NO ____

10.3 AMD / NTEA MEMBERSHIP

The manufacturer shall be a current member in good standing of the Ambulance Manufacturers Division (AMD) of the National Truck & Equipment Association (NTEA). The unit shall be built in compliance with all AMD "Standards".

COMPLY? YES ____ NO ____

10.4 REMountING AND REFURBISHING

The manufacturer must be capable of remounting and / or refurbishing used units. The facilities for such purpose shall be located at the manufacturer's primary location. The subcontracting of remounting and refurbishing is strictly prohibited.

COMPLY? YES ____ NO ____

10.5 FORD POOL ACCOUNT PROGRAM

The manufacturer shall be a current member in good standing of the Ford Pool Account Program.

COMPLY? YES ____ NO ____

POSITIVELY NO EXCEPTIONS ALLOWED TO SECTION'S 9.1 THROUGH 10.5



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 23, 2023

Department Street

Director Approval John Garris

AGENDA ITEM Consider awarding a design contract to TranSystems for design of the KDOT Transportation Alternatives Project.

SUMMARY RECOMMENDATION Authorize contract.

BACKGROUND A Kansas Department of Transportation (KDOT) Transportation Alternatives grant was awarded to the City and accepted. The next step is to engage an engineering firm familiar with the City and KDOT procedures to design the work. TranSystems is familiar with the work and assisted the City in developing the successful grant application.

The following contract has been provided:

Multi Use Path and Sidewalk Project in the amount of \$101,000 for design.

FINANCIAL INFORMATION Design fees are a non-participating cost for the Transportation Alternatives program. These costs will be covered through the City's prior SUST ADA funds.

SUGGESTED MOTION I move to approve an award for design services for the KDOT Transportation Alternatives project for the amount of \$101,000 and the execution of any necessary documents subject to City Attorney review.

SUPPORTING DOCUMENTS

1. TA Project Engineering Agreement - Revised Per City Attorney

**AGREEMENT BETWEEN
CITY OF INDEPENDENCE, KANSAS and
TRANSYSTEMS CORPORATION
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this _____ day of _____, 2023, by and between The City of Independence, Kansas (hereafter referred to as "CLIENT") and **TranSystems Corporation** (hereafter referred to as "TRANSYSTEMS").

Whereas CLIENT intends to design and construct the following described project:

Multi Use path and sidewalk project as funded by KDOT TA grant

Whereas CLIENT desires to engage TRANSYSTEMS to provide and perform certain professional services in connection with the Project and TRANSYSTEMS desires to provide and perform said professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and their mutual covenants hereinafter set forth, CLIENT and TRANSYSTEMS agree as follows:

**SECTION 1
BASIC SERVICES OF TRANSYSTEMS**

Section 1.1 Basic Services. In connection with the Project, TRANSYSTEMS shall provide for CLIENT the professional services and perform, furnish or obtain from others the work and services expressly described in, referred to and limited to those set forth in Exhibit A, attached hereto and incorporated herein by reference (collectively the "Basic Services"). TRANSYSTEMS shall provide the Basic Services for CLIENT in all phases of the Project to which this Agreement applies, all as more particularly set forth in Exhibit A.

Section 1.2 TRANSYSTEMS' Duties. In addition to the general duties, obligations and responsibilities set forth elsewhere in this Agreement, the specific duties and responsibilities of TRANSYSTEMS in performing the Basic Services under this Agreement are set forth in Exhibit A. In addition to the specific duties and responsibilities of TranSystems in performing the basic services under this Agreement as set forth in Exhibit A, the following specific provisions shall apply to TranSystems' duties.

SECTION 2 ADDITIONAL SERVICES OF TRANSYSTEMS

Section 2.1. Additional Services. In connection with the Project, TRANSYSTEMS may be called on to perform, provide, furnish or obtain from others services or work which are not part of, or are in addition to, the Basic Services ("Additional Services"). If authorized in writing by CLIENT and agreed to by TRANSYSTEMS, TRANSYSTEMS shall perform, provide, furnish or obtain from others the agreed upon Additional Services. TRANSYSTEMS shall not be obligated to perform, provide, furnish or obtain any Additional Services without the prior written authorization of CLIENT. Except to the extent expressly provided otherwise in Exhibit A or as otherwise agreed in writing by the parties hereto, compensation to TRANSYSTEMS for Additional Services will be paid for by CLIENT as indicated in Section 5.

Additional Services may be any service or work not included as part of the Basic Services and may include, but are not limited to, services or work in connection with environmental or funding assistance, investigations not specifically required herein, services resulting from changes in the scope, extent or character of the project providing renderings or computer models, services to develop alternate bids or sequencing of work, outside CONSULTANT services not specifically required herein, out-of-town travel, and preparing to serve or serving as a CONSULTANT or witness in any litigation, arbitration or other legal or administrative proceeding. "Basic Services" and "Additional Services" are sometimes collectively referred to herein as "Services".

Section 2.2 Changes in the Services.

Section 2.2.1 Agreed Upon Changes in the Services. It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that CLIENT may initiate deletions, modifications or changes to the Services by advising TRANSYSTEMS in writing of the change believed to be necessary. As soon thereafter as practicable, TRANSYSTEMS shall prepare a cost estimate of the change and shall inform CLIENT of the adjustment in the compensation due TRANSYSTEMS under Section 5 hereof ("TRANSYSTEMS' Compensation") and/or the Completion Date set forth in Section 4 hereof, if any, applicable to such requested change. CLIENT shall then advise TRANSYSTEMS in writing of its approval or disapproval of the change. If CLIENT approves the change, a written contract amendment shall be executed by both parties and TRANSYSTEMS shall perform the Services as changed and the adjustment in TRANSYSTEMS' Compensation and/or the Completion Date set forth in the executed contract amendment shall become effective. TRANSYSTEMS may initiate changes in the Services by advising CLIENT in writing that in its opinion a change is necessary. If CLIENT approves, it shall so advise TRANSYSTEMS and, thereafter, the change shall be handled as if initiated by CLIENT. If a change is not approved, or if a written contract amendment is not executed, by both CLIENT and TRANSYSTEMS, the change shall not become effective and TRANSYSTEMS shall not be obligated to perform the change.

Section 2.2.2 Constructive Changes and Other Additional Costs. In the event of (1) the CLIENT's addition to, modification or change of or deletion from the Services to be performed by TRANSYSTEMS (other than additions, modifications, changes or deletions handled through the provisions of Section 2.1 or Section 2.2.1 above); (2) a request for or approval from CLIENT of performance of Services in excess of TRANSYSTEMS' standard work day or work week or such shorter times as are provided by applicable collective bargaining agreements, or on a holiday customarily observed by TRANSYSTEMS; (3) the discovery of any subsurface or other

conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification of applicable law by which TRANSYSTEMS is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) delay, suspension of, acceleration of or interference with, TRANSYSTEMS' performance of the Services by CLIENT or by any other person or entity including, but not limited to national, state or local governments; (6) wage, benefit or payroll tax increases due to governmental action or area agreements; (7) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than TRANSYSTEMS, if TRANSYSTEMS' performance of the Services under this Agreement depends upon such criteria or information; and/or (8) any other increase in TRANSYSTEMS' costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, a change in applicable law or any other cause beyond TRANSYSTEMS' reasonable control, then the TRANSYSTEMS' Compensation and/or the Completion Date, if any, shall be equitably adjusted and TRANSYSTEMS shall be paid, and TRANSYSTEMS' Compensation shall be adjusted by, an amount equal to the additional costs to TRANSYSTEMS resulting therefrom.

SECTION 3 CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the performance of the Services by TRANSYSTEMS:

Section 3.1 Client Representative. Designate a person to act as CLIENT's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CLIENT'S policies and decisions with respect to TRANSYSTEMS' Services for the Project.

Section 3.2 Project Information. Provide all criteria, all available information pertinent to the Project, and full information as to CLIENT'S requirements for the Project. CLIENT agrees that TRANSYSTEMS shall be entitled to rely upon the accuracy and completeness of all such information.

Section 3.3 Project Access. Arrange for access to and make all provisions for TRANSYSTEMS to enter upon public and private property as required for TRANSYSTEMS to perform services under this Agreement. All such access shall be provided without condition or restriction unacceptable to TRANSYSTEMS nor shall TRANSYSTEMS be required to indemnify or insure any third party as a condition to such access.

Section 3.4 Client Participation. Examine all studies, reports, sketches, drawings, specification, proposals, and other documents presented by TRANSYSTEMS, obtain advice of an attorney, insurance counselor and other CONSULTANT as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TRANSYSTEMS.

Section 3.5 Notices. Give prompt written notice to TRANSYSTEMS whenever CLIENT observes or other wise becomes aware of any development that affects the scope or timing of TRANSYSTEMS' Services, or any defect or non-conformance in the Services by TRANSYSTEMS (or its independent professional associates or CONSULTANTS) or in the work of any contractor or other party performing or providing work or services in connection with the Project.

Section 3.6 Additional Services. When CLIENT deems it necessary or appropriate for Additional

Services to be performed in connection with any phase of the Project, CLIENT shall furnish or direct TRANSYSTEMS to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

Section 3.7 Licenses, Permits, etc. Provide TRANSYSTEMS with any necessary governmental allocations or priorities, obtain all permits and licenses required to be taken out in the name of CLIENT which are necessary for the performance of the Services and, except where such permits, processes or licenses are by the terms of Exhibit A the responsibility of TRANSYSTEMS, obtain any permits, processes and other licenses which are required for the Project or the Services.

Section 3.8 Other Duties. Perform any other duties, obligations or responsibilities of the CLIENT set forth elsewhere in this Agreement, including, but not limited to, the obligation to make the payments called for under Section 5 hereof and perform any responsibilities and duties of the Client which may identified on Exhibit B, if any.

Section 3.9 Defects in Services. The CLIENT shall promptly report to TRANSYSTEMS any defects or suspected defects in TRANSYSTEMS' services of which the CLIENT becomes aware, so that TRANSYSTEMS may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT's contractors or subcontractors to notify TRANSYSTEMS shall relieve TRANSYSTEMS of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Section 3.10 Taxes. Pay for and be responsible for all taxes incurred in connection with the Project, regardless of whether such taxes are assessed against CLIENT, TRANSYSTEMS or others.

Section 3.11 Contractor Insurance and Indemnity Requirements. The CLIENT agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The CLIENT further agrees to require all contractors to have their CGL policies endorsed to name the CLIENT, TRANSYSTEMS and its subconsultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The CLIENT shall require all contractors to furnish to the CLIENT and TRANSYSTEMS certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the CLIENT shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the CLIENT, TRANSYSTEMS and its subconsultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors, to the extent caused by the Contractor's wrongful acts, and/or its negligent acts, errors or omissions, or those of persons or entities for which it is legally liable.

Section 3.12 Unauthorized Changes. In the event the CLIENT, the CLIENT's contractors or subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by TRANSYSTEMS without obtaining TRANSYSTEMS's prior written consent, the CLIENT shall assume full responsibility for the results of such changes. therefore the CLIENT agrees to waive any claim against TRANSYSTEMS and to release TRANSYSTEMS from any liability arising directly or indirectly from such changes.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to TRANSYSTEMS' construction documents without the prior written approval of TRANSYSTEMS and that further requires the Contractor to indemnify both TRANSYSTEMS and the CLIENT from any liability or cost arising from such changes made without such proper authorization.

Section 3.13 Construction Management. If the CLIENT elects to employ a construction manager, the CLIENT will promptly notify TRANSYSTEMS of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of TRANSYSTEMS.

If the employment of such construction manager by the CLIENT results in additional time or expense to TRANSYSTEMS to prepare for, coordinate with or respond to the construction manager, TRANSYSTEMS shall be entitled to an equitable adjustment in fees and time for performance of these services.

Section 3.14 Costs. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4

PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

Section 4.1 Period of Service. The provisions of this Section 4 and the various rates of compensation for TRANSYSTEMS' Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. TRANSYSTEMS' obligation to render Basic Services hereunder will extend for a period which may reasonably be required for the Project including any Additional Services, extra or changed work and required extensions thereto.

Section 4.2 Completion Date. It is anticipated that design will be completed by June of 2021 and that construction related services will begin in August, 2021 and end in August, 2022. . These dates are estimated, but not guaranteed.. The estimated period shall begin on the date the contract is signed, and end with the delivery of the final product to the Owner. If the Completion Date is exceeded through no fault of TRANSYSTEMS, all rates, measures and compensation provided herein shall be subject to equitable adjustment. The Completion Date (and TRANSYSTEMS' obligation to complete the Basic Services by such date) is subject to reasonable extensions for the performance of Additional Services, Constructive Changes or other extra work and is subject to reasonable extensions for a Force Majeure Event.

Section 4.3 Timeliness of Performance. The CLIENT and TRANSYSTEMS are aware that many factors outside TRANSYSTEMS' control may affect TRANSYSTEMS' ability to complete the services to be provided

under this Agreement. TRANSYSTEMS will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Section 4.4 Notice of Delay. If TRANSYSTEMS becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the CLIENT, TRANSYSTEMS or any other cause beyond the control of TRANSYSTEMS, which will result in the schedule for performance of TRANSYSTEMS' services not being met, TRANSYSTEMS shall promptly notify the CLIENT. If the CLIENT becomes aware of any delays or other causes that will affect TRANSYSTEMS' schedule, the Client shall promptly notify TRANSYSTEMS. In either event, TRANSYSTEMS' schedule for performance of its services shall be equitably adjusted.

Section 4.5 Force Majeure. For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond TRANSYSTEMS' control including, without limitation, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, storms, explosions, catastrophes, epidemics, damage to the Project, lack of access to Project, unavailable utilities and power, water, labor disputes, CLIENT's failure to timely perform its obligations under this Agreement or other causes beyond TRANSYSTEMS' control.

SECTION 5 TRANSYSTEMS' COMPENSATION

Section 5.1 Compensation for Services and Expenses of TRANSYSTEMS in connection with Basic Services

Section 5.1.1 For Basic Services. As compensation for the performance of the Basic Services rendered by TRANSYSTEMS under Section 1, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

For Design Services, CLIENT shall pay TranSystems at the rates and amount set forth in the TRANSYSTEMS Schedule of Rates and Expenses which is in effect. The maximum fee for the design services as described in Exhibit A shall be \$101,000.

Section 5.1.2 For Reimbursable Expenses in connection with Basic Services. All reimbursable expenses shall be included in the maximum fee and payments provided for in paragraph 5.1.1. CLIENT shall pay TRANSYSTEMS for all "Reimbursable Expenses" incurred by TRANSYSTEMS in connection with the Basic Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses which is then in effect.

For purposes of this Agreement, "Reimbursable Expenses" are those costs and expenses incurred by TRANSYSTEMS in connection with the performance of the Services under this Agreement, including, but not limited to, the costs and expenses incurred by TRANSYSTEMS for travel, reproduction, mailing costs, computer time, supplies and materials, taxes, transportation, telephone or communications, independent professional associates, CONSULTANTS, SUBCONSULTANTS and any other expense items which are described on TRANSYSTEMS' Schedule of Rates and Expenses which is then in effect.

Section 5.2 Compensation for Services and Expenses of TRANSYSTEMS in connection with Additional Services

Section 5.2.1 For Additional Services. As compensation for the performance of the Additional Services rendered by TRANSYSTEMS under Section 2, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

Additional Services of TRANSYSTEMS principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of TRANSYSTEMS' Schedule of Rates and Expenses then in effect.

Section 5.2.2 For Reimbursable Expenses in connection with Additional Services. In addition to payments provided for in paragraph 5.2.1., CLIENT shall pay TRANSYSTEMS for all Reimbursable Expenses incurred in connection with all Additional Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses in effect at the time such Additional Services are performed.

Section 5.3 TranSystems' Schedule of Rates and Expenses. TRANSYSTEMS' initial Schedule of Rates and Expenses is attached hereto as Schedule 1. The rates and expense provisions set forth on this initial Schedule of Rates and Expenses shall be the rates and expense provisions in effect from the date of this Agreement until December 31 of this year. TRANSYSTEMS will revise the Schedule of Rates and Expenses annually and will submit the revised Schedule of Rates and Expenses to CLIENT in December of each year that this Agreement is in effect and such revised Schedule of Rates and Expenses shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

Section 5.4 Monthly Invoices. TRANSYSTEMS shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon the amount of time spent and costs and expenses incurred by TRANSYSTEMS during the period covered by each such statement. CLIENT shall make prompt monthly payments in response to TRANSYSTEMS' monthly statements.

Section 5.5 Other Provisions Concerning Payments.

Section 5.5.1 Payments after Termination by Client. In the event of termination by CLIENT under paragraph 7.1 upon the completion of any phase of the Basic Services, payments due TRANSYSTEMS for all Services rendered and expenses incurred through such phase shall constitute total payment for such Basic Services. In the event of such termination by CLIENT during any phase of the Basic Services, TRANSYSTEMS will be paid for Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In the event of any such termination (whether at the completion of a phase or otherwise), TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.2 Payments after Termination by TranSystems. In the event of termination by TRANSYSTEMS under paragraph 7.1, TRANSYSTEMS will be paid for all Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In addition, TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and

CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.3 Records. Records of TRANSYSTEMS' salary costs pertinent to TRANSYSTEMS' compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If CLIENT desires to have copies of such records, copies will be made available to CLIENT upon CLIENT's request prior to final payment for TRANSYSTEMS' services. TRANSYSTEMS shall be reimbursed the cost of any such copies by CLIENT.

Section 5.5.4 Cost Factors. Whenever a factor is applied to salary costs or other expenses in determining compensation payable to TRANSYSTEMS that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by TRANSYSTEMS and consistent with TRANSYSTEMS' overall compensation practices and procedures.

SECTION 6 OPINIONS OF COST AND SCHEDULE

Section 6.1 Opinions of Cost and Schedule. Since TRANSYSTEMS has no control over the cost of labor, materials, equipment or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, TRANSYSTEMS' opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project schedules shall be made on the basis of TRANSYSTEMS' experience and qualifications and represent TRANSYSTEMS' best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but TRANSYSTEMS cannot and does not guarantee that proposals, bids or actual Project costs (including Total Project Costs or Construction Costs) will not vary from opinions of probable cost prepared by TRANSYSTEMS or that actual schedules will not vary from the projected schedules prepared by TRANSYSTEMS. TRANSYSTEMS makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from TranSystems' opinion of probable construction cost.

SECTION 7 GENERAL CONSIDERATIONS

Section 7.1 Termination. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Section 7.1.1 Replacement of TranSystems. If TRANSYSTEMS for any reason is not allowed to complete all the services called for by this Agreement, TRANSYSTEMS shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by TRANSYSTEMS if used, changed or completed by the CLIENT or by another party. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by TRANSYSTEMS.

Section 7.2 Reuse of Documents. All documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and CONSULTANTS) pursuant to this Agreement, including, but not limited to Drawings and Specifications, are instruments of service in respect of the Project and TRANSYSTEMS shall retain an ownership and property interest therein whether or not the Project is completed. Provided, however, that such documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by TRANSYSTEMS for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to TRANSYSTEMS, or to TRANSYSTEMS' independent professional associates or CONSULTANTS, and CLIENT does hereby, to the fullest extent permitted by law, indemnify and hold harmless TRANSYSTEMS, TRANSYSTEMS' officers, employees and agents and TRANSYSTEMS' independent professional associates and CONSULTANTS from all claims, suits, demands, damages, liabilities, losses, expenses and costs, including but not limited to reasonable attorney's fees and other costs of defense, arising out of or resulting therefrom. The provisions of this Section 7.2 shall survive the termination of this Agreement.

Section 7.3 Delivery of Electronic Files. In the event that CLIENT requests any electronic deliverables under this agreement, TRANSYSTEMS and CLIENT shall execute a separate CADD agreement. Otherwise, in accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by TRANSYSTEMS, the CLIENT agrees that all such electronic files are instruments of service of TRANSYSTEMS, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of TRANSYSTEMS. The CLIENT further agrees to waive all claims against TRANSYSTEMS resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than TRANSYSTEMS.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by TRANSYSTEMS and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than TRANSYSTEMS or from any reuse of the electronic files without the prior written consent of TRANSYSTEMS.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by TRANSYSTEMS, and TRANSYSTEMS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall TRANSYSTEMS be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

Section 7.4 Standard of Practice, Warranties. Services performed by the TRANSYSTEMS under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. Except as expressly set forth above, no other representations, expressed or implied, and no warranty or guarantee, express or implied, is included in this Agreement, or in any document, drawing, sketch, study, analysis, schedule, estimate, report, opinion, specification and other item prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and TRANSYSTEMSs) pursuant to this Agreement.

Section 7.5 Limitation of Responsibility, Job Site Safety/Techniques. Neither the professional activities of TRANSYSTEMS, nor the presence of TRANSYSTEMS or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing,

superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. TRANSYSTEMS and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The CLIENT also agrees that the CLIENT, TRANSYSTEMS and the TRANSYSTEMS' subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. In addition, TranSystems shall not be responsible for (i) the failure of any other project party to fulfill their respective contractual responsibilities and obligations to client or to comply with Federal, State or local laws, rules, regulations or codes; (ii) for the schedules of any of the other project parties or the failure of any of the other project parties to carry out their work in accordance with their respective agreements. TranSystems shall not have control over or charge of and shall not be responsible for acts or omissions of the other project parties, or their agents or employees, or of any other persons performing portions of the work on the project.

Section 7.6 Insurance.

Section 7.6.1 TranSystems Insurance. TRANSYSTEMS shall maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the CLIENT furnish a copy of certification thereof:

- (a) Worker's Compensation and Employer's Liability
 Worker's Compensation Statutory
 Employer's Liability
 \$500,000/\$500,000/\$500,000
- (b) Comprehensive Automobile Liability
 \$1,000,000 combined single limit Bodily Injury and Property Damage
- (c) Comprehensive General Liability
 \$1,000,000 - per occurrence
 \$2,000,000 - annual aggregate
 \$2,000,000 - product / completed operations per occurrence
 \$1,000,000 - personal injury / advertising liability
- (d) Umbrella/Excess Liability
 \$1,000,000 - per occurrence
 \$1,000,000 - annual aggregate
- (e) Professional Liability Insurance in an amount of \$1,000,000 per claim and \$2,000,000 annual aggregate.

Section 7.6.2 Client Insurance. If, pursuant to the provisions of Exhibit B, CLIENT is required to obtain certain insurance coverages, CLIENT agrees to obtain and maintain throughout the duration of this Agreement (or, as applicable, cause its contractors to obtain and maintain) such insurance in the coverages and the amounts specified on Exhibit B. CLIENT will furnish TRANSYSTEMS with a copy of certification of such insurance. TRANSYSTEMS' interests shall be covered under any such insurance coverage.

Section 7.7 Liability and Indemnification.

Section 7.7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and TRANSYSTEMS' Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, CLIENT and TRANSYSTEMS agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

Section 7.7.2 TranSystems Indemnification.

TRANSYSTEMS agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by TRANSYSTEMS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom TRANSYSTEMS is legally liable. TRANSYSTEMS is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

Section 7.7.3 Contractors Indemnification. CLIENT agrees to cause each of its other contractors on the Project to include an indemnification provision in CLIENT's contract with each such contractor that indemnifies and holds harmless TRANSYSTEMS and any of its officers or employees from all loss, damage, cost or expense to the extent caused by such contractors (or its employees or subcontractors) negligence or willful misconduct.

Section 7.7.4 Employee Claims. TRANSYSTEMS shall indemnify CLIENT against any loss, damage, cost or expense arising out of claims by TRANSYSTEMS' employees (unless such claim arises out of or as a result of the negligence of CLIENT, its employees, agents or contractors). CLIENT shall indemnify TRANSYSTEMS against any loss, damage, cost or expense arising out of claims by CLIENT'S employees (unless such claim arises out of or as a result of the negligence of TRANSYSTEMS, its employees, agents or subcontractors).

Section 7.7.5 Consequential Damages. To the fullest extent permitted by law, TRANSYSTEMS shall not, in any event, be liable to CLIENT for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power.

Section 7.7.6 Limitation of Liability. To the fullest extent permitted by law, TRANSYSTEMS' and/or its individual principals, directors, officers, employees, agents and servants of the firm total liability to CLIENT for all claims, losses, damages and expenses resulting or arising in any way from the performance of the Services (including TRANSYSTEMS' indemnity obligations hereunder) shall not exceed the limits of any professional liability requirements set forth in Section 7.6.1.

Section 7.7.7 Survival. The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

Section 7.8 Betterment. If, due to TRANSYSTEMS's negligence, a required item or component of the Project is omitted from TRANSYSTEMS's construction documents, TRANSYSTEMS shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been

required and included in the original construction documents. In no event will TRANSYSTEMS be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Section 7.9 Protection From Supplanting Consultant. In consideration of the risks and rewards involved in this Project, the CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultants employed by the CLIENT on this project and from any claims of copyright or patent infringement by TRANSYSTEMS arising from the use of any documents prepared or provided by the CLIENT or any prior consultants of the CLIENT. The CLIENT warrants that any documents provided to TRANSYSTEMS by the CLIENT or by the prior consultants may be relied upon as to their accuracy and completeness without independent investigation by the supplanting consultant and that the CLIENT has the right to provide such documents to the supplanting consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

Section 7.10 Use of Logo. CLIENT grants to TRANSYSTEMS during the term of this agreement and thereafter a non-exclusive license to use CLIENT's name and logo in TRANSYSTEMS's marketing materials such as press releases, case study briefs/project summaries, TRANSYSTEMS website or brochures. This license shall be perpetual and irrevocable for such use on all materials distributed and or printed but not yet distributed prior to termination and revocation of said license; said license shall remain in effect unless and until CLIENT shall terminate and revoke the same by giving TRANSYSTEMS 60 days advance written notice thereof whereupon at the end of said 60 days the license shall be deemed terminated.

SECTION 8 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

Section 8.1 Special Provisions. This Agreement is subject to no special provisions

Section 8.2 Contract Documents. This Agreement consists of this contract document and the following Exhibits and Schedules, which are attached to and made a part of this Agreement:

Exhibit A - Project Description and Basic Services
Schedule 1 - TRANSYSTEMS' Schedule of Rates and Expenses

Section 8.3 Entire Agreement. This Agreement together with the Exhibits and Schedules identified above constitute the entire agreement between CLIENT and TRANSYSTEMS and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or TRANSYSTEMS. TRANSYSTEMS' services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against TRANSYSTEMS because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and TRANSYSTEMS agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

Section 8.4 Hazardous Materials. Unless otherwise provided in this Agreement, TRANSYSTEMS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site. However, TRANSYSTEMS shall report to CLIENT the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

Section 8.5 Disputes. In the event a dispute arises between TRANSYSTEMS and CLIENT regarding the application or interpretation of any provision of this Agreement, or quality of Services by TRANSYSTEMS, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 days after such dispute arises. If the parties fail to resolve the dispute within 20 days after receipt of such notice, each party shall, within five days thereafter, proceed to non-binding mediation, with each party to bear its own costs and attorneys' fees (except as otherwise provided in Section 8.5 above) and the parties shall share equally in the cost of the mediator. In the event that the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Kansas and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in Montgomery County, Kansas.

It is intended by the parties to this Agreement that TRANSYSTEMS' services in connection with the Project shall not subject TRANSYSTEMS' individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against TRANSYSTEMS, an interstate corporation, and not against any of TRANSYSTEMS' individual employees, officers or directors.

Section 8.6 Independent Contractor. TRANSYSTEMS shall be an independent contractor with respect to the Services to be performed hereunder. Neither TRANSYSTEMS, nor its independent professional associates, CONSULTANTS or subcontractors, nor the employees of any of the foregoing, shall be deemed to be the servants, employees or agents of CLIENT.

Section 8.7 Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party, or to a person, firm or corporation acquiring all or substantially all of the business assets of

such party or to a wholly owner subsidiary of either party, but such assignment shall not relieve the assigning party of any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the TRANSYSTEMS' and CLIENT's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent TRANSYSTEMS from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

Section 8.8 Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:

Ms. Kelly Passauer
City Manager
City of Independence

If to TRANSYSTEMS:

Mr. Shawn Turner
Principal
TranSystems
115 S Sixth Street
Independence, Ks 67301

:

Nothing in this Section 8.10 shall be construed to restrict the transmission of routine communications between representatives of CLIENT and TRANSYSTEMS.

Section 8.9 Interpretation.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of Kansas.

(b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

(c) Unless specifically stated to the contrary therein, indemnities against, releases from and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited and shall extend to the officers, directors, employees, agents, licensors and related entities of such party.

(d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth in this Agreement.

Section 8.10 Certificates, Guarantees And Warranties. TRANSYSTEMS shall not be required to

sign any documents, no matter by whom requested, that would result in TRANSYSTEMS having to certify, guarantee or warrant the existence of conditions whose existence TRANSYSTEMS cannot ascertain. The Client also agrees not to make resolution of any dispute with TRANSYSTEMS or payment of any amount due to TRANSYSTEMS in any way contingent upon TRANSYSTEMS signing any such certification.

As used herein, the word "certify" shall mean an expression of TRANSYSTEMS' professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by TRANSYSTEMS.

Section 8.11 Execution of Documents. TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS' risk or the availability or cost of its professional or general liability insurance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____ 2023.

City of Independence, Kansas

TranSystems

By: _____

By _____

Printed Name: _____

Printed

Name: _____

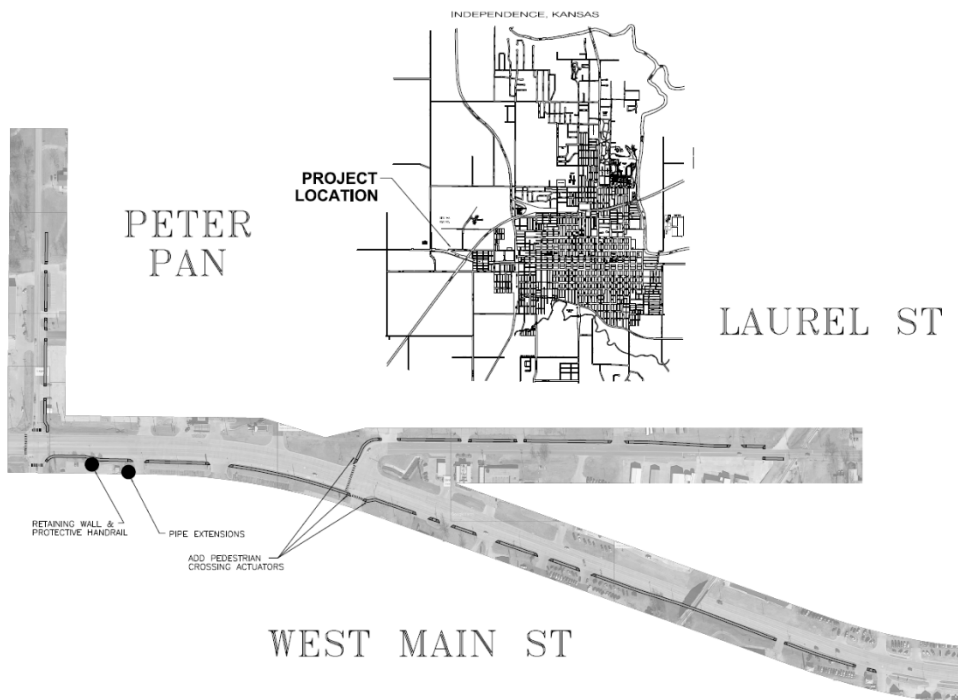
Title: _____ Title: _____

EXHIBIT "A" Basic Services

1. Project Description:

Peter Pan and Laurel Street currently intersect West Main (US 75) near each other. This area has developed over time as a significant commercial area for the City. Pedestrian paths on Main Street currently end at 21st Street. No sidewalks or pathways exist on Main Street West of 21st Street. Pedestrian paths on Laurel Street currently end near the SKO RR tracks. No sidewalks or pathways exist on Laurel West of the SKO Railroad. No sidewalks or pathways exist on Peter Pan.

This project includes a multi-use pathway on West Main from 21st Street to Peter Pan, and 8 foot sidewalks on Peter Pan to Labette Health, and 8 foot sidewalks on Laurel Street from the SKO RR to West Main.



2. Design Services:

Design will consist of the preparation of plans, specifications and contract documents. Design will consist of Survey and Plan Preparation and preparation of contract documents and specifications.

2.1 Survey, ROW and Utilities: A topographic survey and boundary survey to define ROW will be conducted. It is envisioned that up to 2 easements (or ROW parcels) will be required. The contract includes writing 2 legal descriptions for the additional ROW and preparing a plat map for the 2 parcels. Negotiations for obtaining easements are not included as part of this contract. The survey will include locating existing utilities along the route. A drawing showing known utility conflicts will be prepared and sent to the subject utility. Designing utility relocations and coordinating utility relocations are not part of this contract.

2.2 Plan Preparation and Permitting: Plans will be prepared for the proposed improvements. Following survey,

a concept plan and cost estimate will be developed. This concept will be reviewed by the City, with TranSystems addressing City comments. A Preliminary plan set will then be prepared (30%) plans, followed by a Field Check set (60% plans). Plans will be submitted to KDOT for review. TranSystems will address KDOT comments. It is anticipated that an erosion control permit will not be required. Plans will include a plan view, profiles, cross sections and details as needed to obtain KDOT approval.

2.3 Contract Documents and Specifications: A set of contract documents and specifications will be prepared. It is anticipated that this will include KDOT Standards. This will include a detailed bid packet, enumerating the anticipated quantities for construction.

3. Construction Related Engineering Services: These services are not a part of this contract.

SCHEDULE "1"
TRANSYSTEMS' Schedule of Rates and Expenses

TranSystems Corporation
Schedule of Hourly Rates for
2023 Independence Office

Classification	Rate	Classification	Rate
Technician V	\$167	Principal/Structural Engineer V	\$306
Technician IV	\$126	Structural Engineer IV	\$234
Technician III	\$109	Structural Engineer III	\$192
Technician II	\$87	Structural Engineer II	\$141
Technician I	\$82	Electrical Engineer IV	\$233
Scientist II	\$105	Principal/Civil Engineer V	\$372
Surveyor V	\$170	Civil Engineer IV	\$275
Surveyor IV	\$116	Civil Engineer III	\$170
Surveyor III	\$102	Civil Engineer II	\$122
Surveyor II	\$80	Civil Engineer I	\$95
Surveyor I	\$60	Principal/Engineer V	\$361
Planner IV	\$261	Engineer IV	\$268
Planner III	\$146	Engineer III	\$160
Planner II	\$96	Engineer II	\$118
Planner I	\$94	Engineer I	\$93

Industry Specialist III	\$150	Construction Services V	\$321
Industry Specialist II	\$122	Construction Services IV	\$208
Industry Specialist I	\$85	Construction Services III	\$128
Inspector III	\$230	Construction Services II	\$94
Inspector II	\$150	Construction Services I	\$66
Architect IV	\$243	Administrator II	\$98
Architect II	\$100		
• Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost. • Vehicle mileage to be paid at the current IRS rate per mile. • The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2023. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.			



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 23, 2023

Department Street

Director Approval John Garris

AGENDA ITEM Consider awarding a design contract to TranSystems for design, construction engineering, and inspection for a KDOT CCLIP Project.

SUMMARY RECOMMENDATION Authorize contract.

BACKGROUND A Kansas Department of Transportation (KDOT) City Connecting Link Improvement Program (CCLIP) project was awarded to the City and accepted. The next step is to engage an engineering firm familiar with the City and KDOT procedures to design the work. TranSystems is familiar with the work and assisted the City in developing the successful grant application.

The following contract has been provided:

CCLIP Project, Pavement Restoration Main Street (US 160) from 8th Street to 2nd Street in the amount of \$179,000 for design, construction engineering, and inspection.

FINANCIAL INFORMATION Design fees are a non-participating cost for the CCLIP program. These costs will be covered through the City's Street Capital funds.

SUGGESTED MOTION I move to approve an award for design, construction engineering, and inspection services for the KDOT CCLIP Pavement Restoration Program Project for Main Street (US160) from 8th Street to 2nd Street for the amount of \$179,000 and the execution of any necessary documents subject to City Attorney review.

SUPPORTING DOCUMENTS

1. CCLIP Project Engineering Agreement -- Revised per City Attorney

**AGREEMENT BETWEEN
CITY OF INDEPENDENCE, KANSAS and
TRANSYSTEMS CORPORATION
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this _____ day of _____, 2023, by and between The City of Independence, Kansas (hereafter referred to as "CLIENT") and **TranSystems Corporation** (hereafter referred to as "TRANSYSTEMS").

Whereas CLIENT intends to design and construct the following described project:

CCLIP Project from 8th to 2nd on US 160

Whereas CLIENT desires to engage TRANSYSTEMS to provide and perform certain professional services in connection with the Project and TRANSYSTEMS desires to provide and perform said professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and their mutual covenants hereinafter set forth, CLIENT and TRANSYSTEMS agree as follows:

**SECTION 1
BASIC SERVICES OF TRANSYSTEMS**

Section 1.1 Basic Services. In connection with the Project, TRANSYSTEMS shall provide for CLIENT the professional services and perform, furnish or obtain from others the work and services expressly described in, referred to and limited to those set forth in Exhibit A, attached hereto and incorporated herein by reference (collectively the "Basic Services"). TRANSYSTEMS shall provide the Basic Services for CLIENT in all phases of the Project to which this Agreement applies, all as more particularly set forth in Exhibit A.

Section 1.2 TRANSYSTEMS' Duties. In addition to the general duties, obligations and responsibilities set forth elsewhere in this Agreement, the specific duties and responsibilities of TRANSYSTEMS in performing the Basic Services under this Agreement are set forth in Exhibit A. In addition to the specific duties and responsibilities of TranSystems in performing the basic services under this Agreement as set forth in Exhibit A, the following specific provisions shall apply to TranSystems' duties.

SECTION 2 ADDITIONAL SERVICES OF TRANSYSTEMS

Section 2.1. Additional Services. In connection with the Project, TRANSYSTEMS may be called on to perform, provide, furnish or obtain from others services or work which are not part of, or are in addition to, the Basic Services ("Additional Services"). If authorized in writing by CLIENT and agreed to by TRANSYSTEMS, TRANSYSTEMS shall perform, provide, furnish or obtain from others the agreed upon Additional Services. TRANSYSTEMS shall not be obligated to perform, provide, furnish or obtain any Additional Services without the prior written authorization of CLIENT. Except to the extent expressly provided otherwise in Exhibit A or as otherwise agreed in writing by the parties hereto, compensation to TRANSYSTEMS for Additional Services will be paid for by CLIENT as indicated in Section 5.

Additional Services may be any service or work not included as part of the Basic Services and may include, but are not limited to, services or work in connection with environmental or funding assistance, investigations not specifically required herein, services resulting from changes in the scope, extent or character of the project providing renderings or computer models, services to develop alternate bids or sequencing of work, outside CONSULTANT services not specifically required herein, out-of-town travel, and preparing to serve or serving as a CONSULTANT or witness in any litigation, arbitration or other legal or administrative proceeding. "Basic Services" and "Additional Services" are sometimes collectively referred to herein as "Services".

Section 2.2 Changes in the Services.

Section 2.2.1 Agreed Upon Changes in the Services. It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that CLIENT may initiate deletions, modifications or changes to the Services by advising TRANSYSTEMS in writing of the change believed to be necessary. As soon thereafter as practicable, TRANSYSTEMS shall prepare a cost estimate of the change and shall inform CLIENT of the adjustment in the compensation due TRANSYSTEMS under Section 5 hereof ("TRANSYSTEMS' Compensation") and/or the Completion Date set forth in Section 4 hereof, if any, applicable to such requested change. CLIENT shall then advise TRANSYSTEMS in writing of its approval or disapproval of the change. If CLIENT approves the change, a written contract amendment shall be executed by both parties and TRANSYSTEMS shall perform the Services as changed and the adjustment in TRANSYSTEMS' Compensation and/or the Completion Date set forth in the executed contract amendment shall become effective. TRANSYSTEMS may initiate changes in the Services by advising CLIENT in writing that in its opinion a change is necessary. If CLIENT approves, it shall so advise TRANSYSTEMS and, thereafter, the change shall be handled as if initiated by CLIENT. If a change is not approved, or if a written contract amendment is not executed, by both CLIENT and TRANSYSTEMS, the change shall not become effective and TRANSYSTEMS shall not be obligated to perform the change.

Section 2.2.2 Constructive Changes and Other Additional Costs. In the event of (1) the CLIENT's addition to, modification or change of or deletion from the Services to be performed by TRANSYSTEMS (other than additions, modifications, changes or deletions handled through the provisions of Section 2.1 or Section 2.2.1 above); (2) a request for or approval from CLIENT of performance of Services in excess of TRANSYSTEMS' standard work day or work week or such shorter times as are provided by applicable collective bargaining agreements, or on a holiday customarily observed by TRANSYSTEMS; (3) the discovery of any subsurface or other

conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification of applicable law by which TRANSYSTEMS is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) delay, suspension of, acceleration of or interference with, TRANSYSTEMS' performance of the Services by CLIENT or by any other person or entity including, but not limited to national, state or local governments; (6) wage, benefit or payroll tax increases due to governmental action or area agreements; (7) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than TRANSYSTEMS, if TRANSYSTEMS' performance of the Services under this Agreement depends upon such criteria or information; and/or (8) any other increase in TRANSYSTEMS' costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, a change in applicable law or any other cause beyond TRANSYSTEMS' reasonable control, then the TRANSYSTEMS' Compensation and/or the Completion Date, if any, shall be equitably adjusted and TRANSYSTEMS shall be paid, and TRANSYSTEMS' Compensation shall be adjusted by, an amount equal to the additional costs to TRANSYSTEMS resulting therefrom.

SECTION 3 CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the performance of the Services by TRANSYSTEMS:

Section 3.1 Client Representative. Designate a person to act as CLIENT's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CLIENT'S policies and decisions with respect to TRANSYSTEMS' Services for the Project.

Section 3.2 Project Information. Provide all criteria, all available information pertinent to the Project, and full information as to CLIENT'S requirements for the Project. CLIENT agrees that TRANSYSTEMS shall be entitled to rely upon the accuracy and completeness of all such information.

Section 3.3 Project Access. Arrange for access to and make all provisions for TRANSYSTEMS to enter upon public and private property as required for TRANSYSTEMS to perform services under this Agreement. All such access shall be provided without condition or restriction unacceptable to TRANSYSTEMS nor shall TRANSYSTEMS be required to indemnify or insure any third party as a condition to such access.

Section 3.4 Client Participation. Examine all studies, reports, sketches, drawings, specification, proposals, and other documents presented by TRANSYSTEMS, obtain advice of an attorney, insurance counselor and other CONSULTANT as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TRANSYSTEMS.

Section 3.5 Notices. Give prompt written notice to TRANSYSTEMS whenever CLIENT observes or other wise becomes aware of any development that affects the scope or timing of TRANSYSTEMS' Services, or any defect or non-conformance in the Services by TRANSYSTEMS (or its independent professional associates or CONSULTANTS) or in the work of any contractor or other party performing or providing work or services in connection with the Project.

Section 3.6 Additional Services. When CLIENT deems it necessary or appropriate for Additional

Services to be performed in connection with any phase of the Project, CLIENT shall furnish or direct TRANSYSTEMS to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

Section 3.7 Licenses, Permits, etc. Provide TRANSYSTEMS with any necessary governmental allocations or priorities, obtain all permits and licenses required to be taken out in the name of CLIENT which are necessary for the performance of the Services and, except where such permits, processes or licenses are by the terms of Exhibit A the responsibility of TRANSYSTEMS, obtain any permits, processes and other licenses which are required for the Project or the Services.

Section 3.8 Other Duties. Perform any other duties, obligations or responsibilities of the CLIENT set forth elsewhere in this Agreement, including, but not limited to, the obligation to make the payments called for under Section 5 hereof and perform any responsibilities and duties of the Client which may identified on Exhibit B, if any.

Section 3.9 Defects in Services. The CLIENT shall promptly report to TRANSYSTEMS any defects or suspected defects in TRANSYSTEMS' services of which the CLIENT becomes aware, so that TRANSYSTEMS may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT's contractors or subcontractors to notify TRANSYSTEMS shall relieve TRANSYSTEMS of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Section 3.10 Taxes. Pay for and be responsible for all taxes incurred in connection with the Project, regardless of whether such taxes are assessed against CLIENT, TRANSYSTEMS or others.

Section 3.11 Contractor Insurance and Indemnity Requirements. The CLIENT agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The CLIENT further agrees to require all contractors to have their CGL policies endorsed to name the CLIENT, TRANSYSTEMS and its subconsultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The CLIENT shall require all contractors to furnish to the CLIENT and TRANSYSTEMS certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the CLIENT shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the CLIENT, TRANSYSTEMS and its subconsultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors, to the extent caused by the Contractor's wrongful acts, and/or its negligent acts, errors or omissions, or those of persons or entities for which it is legally liable.

Section 3.12 Unauthorized Changes. In the event the CLIENT, the CLIENT's contractors or subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by TRANSYSTEMS without obtaining TRANSYSTEMS's prior written consent, the CLIENT shall assume full responsibility for the results of such changes. therefore the CLIENT agrees to waive any claim against TRANSYSTEMS and to release TRANSYSTEMS from any liability arising directly or indirectly from such changes.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to TRANSYSTEMS' construction documents without the prior written approval of TRANSYSTEMS and that further requires the Contractor to indemnify both TRANSYSTEMS and the CLIENT from any liability or cost arising from such changes made without such proper authorization.

Section 3.13 Construction Management. If the CLIENT elects to employ a construction manager, the CLIENT will promptly notify TRANSYSTEMS of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of TRANSYSTEMS.

If the employment of such construction manager by the CLIENT results in additional time or expense to TRANSYSTEMS to prepare for, coordinate with or respond to the construction manager, TRANSYSTEMS shall be entitled to an equitable adjustment in fees and time for performance of these services.

Section 3.14 Costs. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4

PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

Section 4.1 Period of Service. The provisions of this Section 4 and the various rates of compensation for TRANSYSTEMS' Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. TRANSYSTEMS' obligation to render Basic Services hereunder will extend for a period which may reasonably be required for the Project including any Additional Services, extra or changed work and required extensions thereto.

Section 4.2 Completion Date. It is anticipated that design will be completed by June of 2021 and that construction related services will begin in August, 2021 and end in August, 2022. . These dates are estimated, but not guaranteed.. The estimated period shall begin on the date the contract is signed, and end with the delivery of the final product to the Owner. If the Completion Date is exceeded through no fault of TRANSYSTEMS, all rates, measures and compensation provided herein shall be subject to equitable adjustment. The Completion Date (and TRANSYSTEMS' obligation to complete the Basic Services by such date) is subject to reasonable extensions for the performance of Additional Services, Constructive Changes or other extra work and is subject to reasonable extensions for a Force Majeure Event.

Section 4.3 Timeliness of Performance. The CLIENT and TRANSYSTEMS are aware that many factors outside TRANSYSTEMS' control may affect TRANSYSTEMS' ability to complete the services to be provided

under this Agreement. TRANSYSTEMS will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Section 4.4 Notice of Delay. If TRANSYSTEMS becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the CLIENT, TRANSYSTEMS or any other cause beyond the control of TRANSYSTEMS, which will result in the schedule for performance of TRANSYSTEMS' services not being met, TRANSYSTEMS shall promptly notify the CLIENT. If the CLIENT becomes aware of any delays or other causes that will affect TRANSYSTEMS' schedule, the Client shall promptly notify TRANSYSTEMS. In either event, TRANSYSTEMS' schedule for performance of its services shall be equitably adjusted.

Section 4.5 Force Majeure. For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond TRANSYSTEMS' control including, without limitation, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, storms, explosions, catastrophes, epidemics, damage to the Project, lack of access to Project, unavailable utilities and power, water, labor disputes, CLIENT's failure to timely perform its obligations under this Agreement or other causes beyond TRANSYSTEMS' control.

SECTION 5 TRANSYSTEMS' COMPENSATION

Section 5.1 Compensation for Services and Expenses of TRANSYSTEMS in connection with Basic Services

Section 5.1.1 For Basic Services. As compensation for the performance of the Basic Services rendered by TRANSYSTEMS under Section 1, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

For Design Services, CLIENT shall pay TranSystems at the rates and amount set forth in the TRANSYSTEMS Schedule of Rates and Expenses which is in effect. The maximum fee for the design services as described in Exhibit A shall be \$70,000. The maximum fee for construction engineering and inspection as described in Exhibit A shall be \$109,000.

Section 5.1.2 For Reimbursable Expenses in connection with Basic Services. All reimbursable expenses shall be included in the maximum fee and payments provided for in paragraph 5.1.1. CLIENT shall pay TRANSYSTEMS for all "Reimbursable Expenses" incurred by TRANSYSTEMS in connection with the Basic Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses which is then in effect.

For purposes of this Agreement, "Reimbursable Expenses" are those costs and expenses incurred by TRANSYSTEMS in connection with the performance of the Services under this Agreement, including, but not limited to, the costs and expenses incurred by TRANSYSTEMS for travel, reproduction, mailing costs, computer time, supplies and materials, taxes, transportation, telephone or communications, independent professional associates, CONSULTANTS, SUBCONSULTANTS and any other expense items which are described on TRANSYSTEMS' Schedule of Rates and Expenses which is then in effect.

Section 5.2 Compensation for Services and Expenses of TRANSYSTEMS in connection

with Additional Services

Section 5.2.1 For Additional Services. As compensation for the performance of the Additional Services rendered by TRANSYSTEMS under Section 2, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

Additional Services of TRANSYSTEMS principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of TRANSYSTEMS' Schedule of Rates and Expenses then in effect.

Section 5.2.2 For Reimbursable Expenses in connection with Additional Services. In addition to payments provided for in paragraph 5.2.1., CLIENT shall pay TRANSYSTEMS for all Reimbursable Expenses incurred in connection with all Additional Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses in effect at the time such Additional Services are performed.

Section 5.3 TranSystems' Schedule of Rates and Expenses. TRANSYSTEMS' initial Schedule of Rates and Expenses is attached hereto as Schedule 1. The rates and expense provisions set forth on this initial Schedule of Rates and Expenses shall be the rates and expense provisions in effect from the date of this Agreement until December 31 of this year. TRANSYSTEMS will revise the Schedule of Rates and Expenses annually and will submit the revised Schedule of Rates and Expenses to CLIENT in December of each year that this Agreement is in effect and such revised Schedule of Rates and Expenses shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

Section 5.4 Monthly Invoices. TRANSYSTEMS shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon the amount of time spent and costs and expenses incurred by TRANSYSTEMS during the period covered by each such statement. CLIENT shall make prompt monthly payments in response to TRANSYSTEMS' monthly statements.

Section 5.5 Other Provisions Concerning Payments.

Section 5.5.1 Payments after Termination by Client. In the event of termination by CLIENT under paragraph 7.1 upon the completion of any phase of the Basic Services, payments due TRANSYSTEMS for all Services rendered and expenses incurred through such phase shall constitute total payment for such Basic Services. In the event of such termination by CLIENT during any phase of the Basic Services, TRANSYSTEMS will be paid for Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In the event of any such termination (whether at the completion of a phase or otherwise), TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.2 Payments after Termination by TranSystems. In the event of termination by TRANSYSTEMS under paragraph 7.1, TRANSYSTEMS will be paid for all Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses.

In addition, TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.3 Records. Records of TRANSYSTEMS' salary costs pertinent to TRANSYSTEMS' compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If CLIENT desires to have copies of such records, copies will be made available to CLIENT upon CLIENT's request prior to final payment for TRANSYSTEMS' services. TRANSYSTEMS shall be reimbursed the cost of any such copies by CLIENT.

Section 5.5.4 Cost Factors. Whenever a factor is applied to salary costs or other expenses in determining compensation payable to TRANSYSTEMS that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by TRANSYSTEMS and consistent with TRANSYSTEMS' overall compensation practices and procedures.

SECTION 6 OPINIONS OF COST AND SCHEDULE

Section 6.1 Opinions of Cost and Schedule. Since TRANSYSTEMS has no control over the cost of labor, materials, equipment or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, TRANSYSTEMS' opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project schedules shall be made on the basis of TRANSYSTEMS' experience and qualifications and represent TRANSYSTEMS' best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but TRANSYSTEMS cannot and does not guarantee that proposals, bids or actual Project costs (including Total Project Costs or Construction Costs) will not vary from opinions of probable cost prepared by TRANSYSTEMS or that actual schedules will not vary from the projected schedules prepared by TRANSYSTEMS. TRANSYSTEMS makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from TranSystems' opinion of probable construction cost.

SECTION 7 GENERAL CONSIDERATIONS

Section 7.1 Termination. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Section 7.1.1 Replacement of TranSystems. If TRANSYSTEMS for any reason is not allowed to complete all the services called for by this Agreement, TRANSYSTEMS shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by TRANSYSTEMS if used, changed or completed by the CLIENT or by another party. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by TRANSYSTEMS.

Section 7.2 Reuse of Documents. All documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and CONSULTANTS) pursuant to this Agreement, including, but not limited to Drawings and Specifications, are instruments of service in respect of the Project and TRANSYSTEMS shall retain an ownership and property interest therein whether or not the Project is completed. Provided, however, that such documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by TRANSYSTEMS for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to TRANSYSTEMS, or to TRANSYSTEMS' independent professional associates or CONSULTANTS, and CLIENT does hereby, to the fullest extent permitted by law, indemnify and hold harmless TRANSYSTEMS, TRANSYSTEMS' officers, employees and agents and TRANSYSTEMS' independent professional associates and CONSULTANTS from all claims, suits, demands, damages, liabilities, losses, expenses and costs, including but not limited to reasonable attorney's fees and other costs of defense, arising out of or resulting therefrom. The provisions of this Section 7.2 shall survive the termination of this Agreement.

Section 7.3 Delivery of Electronic Files. In the event that CLIENT requests any electronic deliverables under this agreement, TRANSYSTEMS and CLIENT shall execute a separate CADD agreement. Otherwise, in accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by TRANSYSTEMS, the CLIENT agrees that all such electronic files are instruments of service of TRANSYSTEMS, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of TRANSYSTEMS. The CLIENT further agrees to waive all claims against TRANSYSTEMS resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than TRANSYSTEMS.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by TRANSYSTEMS and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than TRANSYSTEMS or from any reuse of the electronic files without the prior written consent of TRANSYSTEMS.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by TRANSYSTEMS, and TRANSYSTEMS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall TRANSYSTEMS be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

Section 7.4 Standard of Practice, Warranties. Services performed by the TRANSYSTEMS under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. Except as expressly set forth above, no other representations, expressed or implied, and no warranty or guarantee, express or implied, is included in this Agreement, or in any document, drawing, sketch, study, analysis, schedule, estimate, report, opinion, specification and other item prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and TRANSYSTEMSs) pursuant to this Agreement.

Section 7.5 Limitation of Responsibility, Job Site Safety/Techniques. Neither the professional activities of TRANSYSTEMS, nor the presence of TRANSYSTEMS or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing,

superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. TRANSYSTEMS and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The CLIENT also agrees that the CLIENT, TRANSYSTEMS and the TRANSYSTEMS' subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. In addition, TranSystems shall not be responsible for (i) the failure of any other project party to fulfill their respective contractual responsibilities and obligations to client or to comply with Federal, State or local laws, rules, regulations or codes; (ii) for the schedules of any of the other project parties or the failure of any of the other project parties to carry out their work in accordance with their respective agreements. TranSystems shall not have control over or charge of and shall not be responsible for acts or omissions of the other project parties, or their agents or employees, or of any other persons performing portions of the work on the project.

Section 7.6 Insurance.

Section 7.6.1 TranSystems Insurance. TRANSYSTEMS shall maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the CLIENT furnish a copy of certification thereof:

- (a) Worker's Compensation and Employer's Liability
 Worker's Compensation Statutory
 Employer's Liability
 \$500,000/\$500,000/\$500,000
- (b) Comprehensive Automobile Liability
 \$1,000,000 combined single limit Bodily Injury and Property Damage
- (c) Comprehensive General Liability
 \$1,000,000 - per occurrence
 \$2,000,000 - annual aggregate
 \$2,000,000 - product / completed operations per occurrence
 \$1,000,000 - personal injury / advertising liability
- (d) Umbrella/Excess Liability
 \$1,000,000 - per occurrence
 \$1,000,000 - annual aggregate
- (e) Professional Liability Insurance in an amount of \$1,000,000 per claim and \$2,000,000 annual aggregate.

Section 7.6.2 Client Insurance. If, pursuant to the provisions of Exhibit B, CLIENT is required to obtain certain insurance coverages, CLIENT agrees to obtain and maintain throughout the duration of this Agreement (or, as applicable, cause its contractors to obtain and maintain) such insurance in the coverages and the amounts specified on Exhibit B. CLIENT will furnish TRANSYSTEMS with a copy of certification of such insurance. TRANSYSTEMS' interests shall be covered under any such insurance coverage.

Section 7.7 Liability and Indemnification.

Section 7.7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and TRANSYSTEMS' Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, CLIENT and TRANSYSTEMS agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

Section 7.7.2 TranSystems Indemnification.

TRANSYSTEMS agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by TRANSYSTEMS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom TRANSYSTEMS is legally liable. TRANSYSTEMS is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

Section 7.7.3 Contractors Indemnification. CLIENT agrees to cause each of its other contractors on the Project to include an indemnification provision in CLIENT's contract with each such contractor that indemnifies and holds harmless TRANSYSTEMS and any of its officers or employees from all loss, damage, cost or expense to the extent caused by such contractors (or its employees or subcontractors) negligence or willful misconduct.

Section 7.7.4 Employee Claims. TRANSYSTEMS shall indemnify CLIENT against any loss, damage, cost or expense arising out of claims by TRANSYSTEMS' employees (unless such claim arises out of or as a result of the negligence of CLIENT, its employees, agents or contractors). CLIENT shall indemnify TRANSYSTEMS against any loss, damage, cost or expense arising out of claims by CLIENT'S employees (unless such claim arises out of or as a result of the negligence of TRANSYSTEMS, its employees, agents or subcontractors).

Section 7.7.5 Consequential Damages. To the fullest extent permitted by law, TRANSYSTEMS shall not, in any event, be liable to CLIENT for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power.

Section 7.7.6 Limitation of Liability. To the fullest extent permitted by law, TRANSYSTEMS' and/or its individual principals, directors, officers, employees, agents and servants of the firm total liability to CLIENT for all claims, losses, damages and expenses resulting or arising in any way from the performance of the Services (including TRANSYSTEMS' indemnity obligations hereunder) shall not exceed the limits of any professional liability requirements set forth in Section 7.6.1.

Section 7.7.7 Survival. The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

Section 7.8 Betterment. If, due to TRANSYSTEMS's negligence, a required item or component of the Project is omitted from TRANSYSTEMS's construction documents, TRANSYSTEMS shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been

required and included in the original construction documents. In no event will TRANSYSTEMS be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Section 7.9 Protection From Supplanting Consultant. In consideration of the risks and rewards involved in this Project, the CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultants employed by the CLIENT on this project and from any claims of copyright or patent infringement by TRANSYSTEMS arising from the use of any documents prepared or provided by the CLIENT or any prior consultants of the CLIENT. The CLIENT warrants that any documents provided to TRANSYSTEMS by the CLIENT or by the prior consultants may be relied upon as to their accuracy and completeness without independent investigation by the supplanting consultant and that the CLIENT has the right to provide such documents to the supplanting consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

Section 7.10 Use of Logo. CLIENT grants to TRANSYSTEMS during the term of this agreement and thereafter a non-exclusive license to use CLIENT's name and logo in TRANSYSTEMS's marketing materials such as press releases, case study briefs/project summaries, TRANSYSTEMS website or brochures. This license shall be perpetual and irrevocable for such use on all materials distributed and or printed but not yet distributed prior to termination and revocation of said license; said license shall remain in effect unless and until CLIENT shall terminate and revoke the same by giving TRANSYSTEMS 60 days advance written notice thereof whereupon at the end of said 60 days the license shall be deemed terminated.

SECTION 8 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

Section 8.1 Special Provisions. This Agreement is subject to no special provisions

Section 8.2 Contract Documents. This Agreement consists of this contract document and the following Exhibits and Schedules, which are attached to and made a part of this Agreement:

Exhibit A - Project Description and Basic Services

Schedule 1 - TRANSYSTEMS' Schedule of Rates and Expenses

Section 8.3 Entire Agreement. This Agreement together with the Exhibits and Schedules identified above constitute the entire agreement between CLIENT and TRANSYSTEMS and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or TRANSYSTEMS. TRANSYSTEMS' services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against TRANSYSTEMS because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and TRANSYSTEMS agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

Section 8.4 Hazardous Materials. Unless otherwise provided in this Agreement, TRANSYSTEMS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site. However, TRANSYSTEMS shall report to CLIENT the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

Section 8.5 Disputes. In the event a dispute arises between TRANSYSTEMS and CLIENT regarding the application or interpretation of any provision of this Agreement, or quality of Services by TRANSYSTEMS, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 days after such dispute arises. If the parties fail to resolve the dispute within 20 days after receipt of such notice, each party shall, within five days thereafter, proceed to non-binding mediation, with each party to bear its own costs and attorneys' fees (except as otherwise provided in Section 8.5 above) and the parties shall share equally in the cost of the mediator. In the event that the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Kansas and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in Montgomery County, Kansas.

It is intended by the parties to this Agreement that TRANSYSTEMS' services in connection with the Project shall not subject TRANSYSTEMS' individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against TRANSYSTEMS, an interstate corporation, and not against any of TRANSYSTEMS' individual employees, officers or directors.

Section 8.6 Independent Contractor. TRANSYSTEMS shall be an independent contractor with respect to the Services to be performed hereunder. Neither TRANSYSTEMS, nor its independent professional associates, CONSULTANTS or subcontractors, nor the employees of any of the foregoing, shall be deemed to be the servants, employees or agents of CLIENT.

Section 8.7 Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party, or to a person, firm or corporation acquiring all or substantially all of the business assets of such party or to a wholly owner subsidiary of either party, but such assignment shall not relieve the assigning party of

any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the TRANSYSTEMS' and CLIENT's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent TRANSYSTEMS from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

Section 8.8 Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:

Ms. Kelly Passauer
City Manager
City of Independence

If to TRANSYSTEMS:

Mr. Shawn Turner
Principal
TranSystems
115 S Sixth Street
Independence, Ks 67301

:

Nothing in this Section 8.10 shall be construed to restrict the transmission of routine communications between representatives of CLIENT and TRANSYSTEMS.

Section 8.9 Interpretation.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of Kansas.

(b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

(c) Unless specifically stated to the contrary therein, indemnities against, releases from and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited and shall extend to the officers, directors, employees, agents, licensors and related entities of such party.

(d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth in this Agreement.

Section 8.10 Certificates, Guarantees And Warranties. TRANSYSTEMS shall not be required to sign any documents, no matter by whom requested, that would result in TRANSYSTEMS having to certify, guarantee

or warrant the existence of conditions whose existence TRANSYSTEMS cannot ascertain. The Client also agrees not to make resolution of any dispute with TRANSYSTEMS or payment of any amount due to TRANSYSTEMS in any way contingent upon TRANSYSTEMS signing any such certification.

As used herein, the word "certify" shall mean an expression of TRANSYSTEMS' professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by TRANSYSTEMS.

Section 8.11 Execution of Documents. TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS' risk or the availability or cost of its professional or general liability insurance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____ 2023.

City of Independence, Kansas

TranSystems

By: _____

By _____

Printed Name: _____

Printed

Name: _____

Title: _____ Title: _____

EXHIBIT "A"
Basic Services

1. Project Description:

The City has received two CCLIP projects for milling and overlaying Main Street (US 160) from 8th to 2nd Street. Scope of work shall include preparation of plans and specifications, assistance with bidding ,and assistance with construction engineering and inspection (CEI)

2. Design Services:

Design will consist of the preparation of plans, specifications and contract documents.

2.1 Survey, ROW and Utilities: A topographic survey for this project will not be required. Replacement of some non compliant ADA ramps will be needed. No additional ROW will be required. No utility conflicts are anticipated

2.2 Plan Preparation and Permitting: Plans will be prepared for the proposed improvements. A concept plan and cost estimate will be developed. This concept will be reviewed by the City, with TranSystems addressing City comments. A Preliminary plan set will then be prepared (30%) plans, followed by a Field Check set (60% plans). Plans will be submitted to KDOT for review. TranSystems will address KDOT comments. It is anticipated that an erosion control permit will not be required. Plans will include a plan view and details as needed to obtain KDOT approval.

2.3 Contract Documents and Specifications: A set of contract documents and specifications will be prepared. It is anticipated that this will include KDOT Standards. This will include a detailed bid packet, enumerating the anticipated quantities for construction.

3. Construction Related Engineering Services: Inspection by KDOT certified inspectors will be required. The anticipated construction period is 90 calendar days.

SCHEDULE "1"
TRANSYSTEMS' Schedule of Rates and Expenses

TranSystems Corporation
Schedule of Hourly Rates for
2023 Independence Office

Classification	Rate	Classification	Rate
Technician V	\$167	Principal/Structural Engineer V	\$306
Technician IV	\$126	Structural Engineer IV	\$234
Technician III	\$109	Structural Engineer III	\$192
Technician II	\$87	Structural Engineer II	\$141
Technician I	\$82	Electrical Engineer IV	\$233

Scientist II	\$105	Principal/Civil Engineer V	\$372
Surveyor V	\$170	Civil Engineer IV	\$275
Surveyor IV	\$116	Civil Engineer III	\$170
Surveyor III	\$102	Civil Engineer II	\$122
Surveyor II	\$80	Civil Engineer I	\$95
Surveyor I	\$60	Principal/Engineer V	\$361
Planner IV	\$261	Engineer IV	\$268
Planner III	\$146	Engineer III	\$160
Planner II	\$96	Engineer II	\$118
Planner I	\$94	Engineer I	\$93
Industry Specialist III	\$150	Construction Services V	\$321
Industry Specialist II	\$122	Construction Services IV	\$208
Industry Specialist I	\$85	Construction Services III	\$128
Inspector III	\$230	Construction Services II	\$94
Inspector II	\$150	Construction Services I	\$66
Architect IV	\$243	Administrator II	\$98
Architect II	\$100		
• Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost. • Vehicle mileage to be paid at the current IRS rate per mile. • The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2023. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.			



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 23, 2023

Department Airport

Director Approval John Garris

AGENDA ITEM Consider awarding purchase of two new fuel bowzers.

SUMMARY RECOMMENDATION Authorize award and purchase.

BACKGROUND Historically, the City has purchased integrated mobile fueling trucks as a means to sell and dispense fuel to aircraft. The new Airport Manager, Aaron Shrader, has significant experience in aviation and suggested the use of fueling bowzers, or trailers that are capable of being affixed to the back of a pickup truck. These bowzers have self-contained engines for pumping, and are in use in many locations.

Individual trucks are convenient, but have the drawback of being three to four times the cost of a fuel bowser. The Airport has had a capital schedule for a new fueling vehicle for over a year, which would only replace one vehicle, and that likely with funding only sufficient to purchase a used vehicle. With the same amount of funding, it is likely that two new fuel bowzers can be built, replacing trucks that date back to the late 1970s and mid 1980s that are currently nearing the end of life and use the existing pickup trucks at the airport to move the fuel bowzers.

The primary reason for using a truck would be for large, bulk deliveries. With our current airport size and clientele, it is felt that these bowzers will provide a very safe method to conveniently deliver fuel at a lower cost, saving nearly \$200,000 versus the purchase of new trucks, and lowering overall maintenance costs due to the lowered complexity.

This is the second bid, as the first was not deemed to be competitive. A single bid was received for the Jet A bowser. The company that submitted the bid had overlooked the 100LL bowser, and, after being requested to provide a bid, did so. As there were no bids for the 100LL bowser, it is suggested that the irregularity of the late bid receipt be waived.

They were late, but responsive and the number was approximately as expected for bowzers of comparable features.

After a technical review where necessary, additional filtration and overfill detection probes were added, the following prices were obtained:

100LL Aviation Gas Bowser: \$67,434.00
Jet A Bowser: \$73,229.00

FINANCIAL INFORMATION \$140,663 funding for these Bowzers will come from the Airport Capital fund.

SUGGESTED MOTION I move to authorize the award and purchase of the 100LL fuel bowser for \$67,434.00 and jet A bowser for \$73,229.00 as described in the attached documents

from Garsite and the execution of any necessary documentation.

SUPPORTING DOCUMENTS

1. TM02152023A Garsite Quote_1000 Bowser_Jet A.v2
2. TM02162023LL Garsite Quotel_1000 Bowser_AVGAS.v2



539 South 10th Street
Kansas City, KS 66105
PH-(800) 467-5600
FX-(913) 342-0638
www.garsite.com

2/15/2023

City of Independence, Kansas
Aaron Shrader
Independence Municipal Airport
498 Freedom Drive
Independence, KS 67301

Garsite 400/600/800/1000 USG Bowser Specification & Proposal

Dear Aaron,

We sincerely appreciate the opportunities you have given Garsite to provide quotations, and related information on our aircraft refueling equipment. I have attached our proposal, along with brief specifications on Garsite Refuel/Defuel Bowsers. I have also included a listing of optional equipment available on our refueling equipment.

When making your decision, please keep in mind that Garsite has been designing and manufacturing Aircraft Refuelers, Refuel/Defuel Bowsers, Hydrant Carts and Fuel Farms for over 68-years for customers throughout the world. Garsite has manufactured over 15,000 pieces of aviation refueling equipment and can meet any requirements your operations demand.

In addition to receiving the highest quality aircraft refueling equipment, you will also receive world-renowned technical support combined with the industry's best warranty. We employ the best technicians in the industry to provide our customers with outstanding service.

Please review the attached quotation and let us know if you have any questions. Thank you again for contacting Garsite.

Teresa Montgomery
General Manager and Vice President
913-912-2155

GARSITE OFFER

Quote Number: TM02152023A

General Specifications General Bowser

The photo's below represents a new Bowser recently built by Garsite, some options are shown.



Standard Model:

Garsite 400/600/800/1000 Gallon Aircraft Bowser

Design Information:

Unit is designed to refuel aircraft. Optional - Defuel or drain aircraft, hydrant pits and drums. Unit is capable of servicing both fixed wing and rotary wing.

Tank Information:

Tank is elliptical in shape and constructed of stainless steel. Tank rails also have a rear mounted equipment deck incorporated into the frame rails. Tank comes standard with a 16" manway with 10" fill and a 2" gravity tank drain.

Trailer Information:

Unit is front steer, towable bowser equipped with tow bar with pintle hitch connection and brake. Towing speed is limited to 15 MPH.

Basic Equipment:

Top fill, Vent and Mechanical Tank Gauge

Safety Equipment:

One static ground reel with 50' of cable and clamp, grounding lug and 20 lb. fire extinguisher and mounting bracket.

Finish:

Tank is painted one color (white) and also includes placards, warning decals and product identification markings.

Manual:

Operations and maintenance manual is provided with each unit.

GARSITE OFFER

Quote Number: TM02152023A

Pricing Summary: Rates are subject to change		Price
Unit Price: Garsite Standard 400/600/800/1000 Gallon Defuel/Refuel Bowser		\$24,026
Add: Standard Options <i>(from section #3)</i>		\$44,425
Add: Non-Standard Options <i>(from section #4)</i>		\$2,778
Estimated Freight Cost: *Finalized when unit is ready to ship, if blank customer arranges		\$2,000
Total -		\$73,229
DEDUCT+		
Quantity / Sub Total	1	\$73,229
Confirmation of Order - To execute, please sign, date and return to your representative.		
Signature: _____		Date: _____

GARSITE OFFER

Quote Number: TM02152023A

Optional Features Available for Garsite Equipment

Yes / No	ID #	Standard Package Options	Option Price
1000 Single		Select Tank Size from Drop-Down (400, 600, 800, 1000; Single Wall or Double Wall)	\$ 18,587.50
Yes		(Only Choose 1) Piping Package (For Fueling Only, NO DEFUEL)	\$ 2,976.56
No		(Only Choose 1) Piping Package (For Fueling and Defueling)	
Yes	PP-89, GA-01 & PD-81	(Only Choose 1) Diesel Driven Engine & Pump Package	\$ 6,556.59
No	PP-6540	(Only Choose 1) Air Operated Pump Package	
No		(Only Choose 1) 12 Volt Filrite Pump Package w/ Battery and Leads	
No		(Only Choose 1) 24 Volt Filrite Pump Package w/ Battery and Leads	
Yes	FS-13 & CL-01	Filter Package Includes DP Gauge (Specify Jet, Avgas or GP Fuels at time of order)	\$ 1,467.98
No		(Only Choose 1) Millipore Sample Connection (One Only)	
Yes		(Only Choose 1) Millipore Sample Connection (Two pieces, inlet and outlet)	\$ 207.66
No		(Only Choose 1) Manual Rewind Hose Reel	
Yes		(Only Choose 1) Spring Rewind Hose Reel	\$ 1,818.10
Yes		Meter with Mechanical Register	\$ 4,885.52
No	700RFI20 (L-R or L-R)	Rate of Flow Indicator for Meter (Jig) (Specify L-R or R-L Flow when ordering)	
Yes		Bottom Loading Capable (To include Jet Level)	\$ 2,054.11
No		(Only Choose 1) 1" x 25' Aviation Hose	
No		(Only Choose 1) 1" x 50' Aviation Hose	
No		(Only Choose 1) 1-1/4" x 25' Aviation Hose	
No		(Only Choose 1) 1-1/4" x 50' Aviation Hose	
No		(Only Choose 1) 1-1/2" x 25' Aviation Hose	
Yes		(Only Choose 1) 1-1/2" x 50' Aviation Hose	\$ 910.27
No		(Only Choose 1) 1" x 25' Refined Fuel Hose	
No		(Only Choose 1) 1" x 50' Refined Fuel Hose	
No		(Only Choose 1) 1-1/4" x 25' Refined Fuel Hose	
No		(Only Choose 1) 1-1/4" x 50' Refined Fuel Hose	
No		(Only Choose 1) 1-1/2" x 25' Refined Fuel Hose	
No		(Only Choose 1) 1-1/2" x 50' Refined Fuel Hose	
No		(Only Choose 1) 1" Ball Valve	
No		(Only Choose 1) 1-1/4" Ball Valve	
Yes		(Only Choose 1) 1-1/2" Ball Valve	\$ 128.65
Yes		Overwing Nozzle	\$ 1,244.53
Yes		Single Point Nozzle with HECV	\$ 2,165.54
Yes	CV-35	2" Spring Return Ball Valve w/ Lanyard (For Deadman on Single Point Nozzle)	\$ 1,075.77
No	NE-6492-2	De-Drumming Stub	
Yes	NE-4984	Gammon 1-1/2" Dry Break Disconnect	\$ 345.79
No		1" GP Nozzle	
No		1-1/4" GP Nozzle	
No		1-1/2" GP Nozzle	
No		4- D-rings for Tie Downs	
No		Stainless Steel Basket (For inside Tank)	
No		Adders	
No		Adders	
No		Adders	
No		Adders	
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No		Adders	

GARSITE OFFER

No		Adders	
No		Adders	
No		Adders	
No		On-Site Customer Witness Test - Unit will be retested during customer visit	
No		On-Site In-Service: Will be scheduled and billed at time of shipment on a separate service order (\$1,000/Day + Travel)	

Standard Paint & Decal Options

No		Paint Color other than White for 400 Gallon Unit	
No		Paint Color other than White for 600 Gallon Unit	
No		Paint Color other than White for 800 Gallon Unit	
No		Paint Color other than White for 1000 Gallon Unit	
No	PD-126 (JP5), PD-89 (JP)	Reflective Decals in place of Standard	
No	PD-102	Red/White Conspicuity Tape on Tank	
No		Add operating instructions placard	
No		Ocean Preservative (If Yes please complete Paint Detail section below)	

(Section #3) Sub Total, Garsite 'Standard Options' Price Adders \$ 44,424.57

Customer Requirement Checklist

Yes/No	Description	
No	Tank Color and Paint Code:	
No	Piping Color and Paint Code:	
No	Wheels: Custom Color??	If NO, Keep color as from factory, do not change. If yes, what color?
No	Equipment Color and Paint:	If painted, leave as is, if only primed or no paint then paint Garsite Standard Silver
No	Hose Reel Painted	Color:
No	Filter Vessel Painted	Color:
No	Product being Dispensed:	
No	Nato Code:	
No	Are UID Tags Required	
No	Are RFID Tags Required	
No	Are Shipping Labels Required	

Inspection Requirements

Yes/No	Description	
No	Is inspection at Garsite required prior to shipping the unit?	
None	Who is the Inspecting agency to do the Inspection	

Customer Requested Custom Options

Qty.	General Description	Price/TBD
Yes	Install Scully Tank Overfill Protection System - 2 wire optic probe with Thermistor socket (Green Cap)	\$1,398
Yes	Upgrade to VF-22SB-PG2-WP - up to 60 GPM, 1-1/2 in NPT Inlet/Outlet, Housing w/ Holes for Customer Installed Differential Pressure Gauge	\$1,380
No		
No		
No		
No		
No		

(Section #4) Sub Total, Non - Standard, Engineered & Paint Options \$2,778

Please Request Quote for Additional Parts From the Parts Department

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Change Orders

Date	Description of Change	Price/TBD
Sub Total, Change Orders		\$0

Quote Number: TM02152023A

Terms:

A signed Confirmation or Order is required to secure your order. Additionally, a good-faith and non-refundable deposit is required to secure order. The balance of payment is due prior to shipment. All confirmation of orders are subject to credit approval prior to acceptance.

Deposit Required:

50%

Final Payment Prior to Shipment:

50%

Terms

Paid B4 Shipping

Late Penalties

Paint & Decals:

See Above

Validity:

This quotation is valid for 30 days.

Freight:

Units are quoted FOB Garsite Factory. Inland freight is additional. Freight quotes are estimated at the time of the quote. Valid and actual freight costs will be verified and charged accordingly when the equipment is ready to ship.

Taxes:

Any and all taxes, if applicable, are additional. If tax exempt please provide Tax Exempt form ASAP.

Delivery:

Standard units are available in 210 days from acceptance.

Proprietary Statement:

All Garsite – Progress intellectual property is protected and Garsite does not waive its right to patent.

This quote is conditioned upon adherence to Garsite's standard terms and conditions of sale as attached hereto. Any modification must be mutually agreed in a writing signed by both Garsite and customer, and such modifications may affect the pricing or other terms presented herein.

For Garsite,

Teresa Montgomery
General Manager and Vice President
913-912-2155

GARSITE OFFER

GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF ORDERS.** All orders are subject to acceptance in writing by an authorized representative of Garsite/Progress LLC ("Seller"). Orders are not accepted until accepted in writing by such authorized representative of Seller and until the down payment as requested by Seller is received in full by Seller. **BUYER'S ORDER IS ACCEPTED ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN, AND THE PROVISIONS OF ANY PURCHASE ORDER OR OTHER WRITING INCONSISTENT HERewith ARE REJECTED AND SHALL NOT CONSTITUTE A PART OF THE CONTRACT.**
2. **PRICE.** Seller and Buyer agree that the price to be paid by Buyer for the equipment described on the order attached hereto (hereinafter referred to as the "Equipment") may be adjusted for cost increases experienced by Seller and agreed to by Buyer, which may increase the total price from that stated on the front hereof. The price is also subject to adjustment any change made by Buyer and approved by Seller in any of the specifications or other terms of this contract. Buyer acknowledges that a change order resulting in additional engineering time may impact the price and delivery time. All prices listed are in United States dollars.
3. **DEPOSIT.** Unless otherwise specified by Seller, Buyer shall place an agreed upon, Good-faith, non-refundable deposit prior to the order being placed. This Good-faith deposit will be written within a confirmation of order that will be signed by both the Buyer and Seller. If Seller is affected by a Force Majeure event as defined in section 13, then Seller will refund the deposit, less any expenses incurred by Seller. B342
4. **TAXES, FEES AND CHARGES.** The purchase price for Equipment shall be: (a) F.O.B. Garsite's facility in Kansas City, KS or such other shipping point as Seller shall designate ("shipping point"); (b) exclusive of applicable federal, state and local taxes (including sales and use taxes), excises, duties and import fees ("Taxes"), which Buyer shall pay or reimburse to Seller; (c) if the Equipment is to be made exempt from Taxes, Buyer agrees to provide Seller with such documentation as is required under relevant tax statutes, regulations, and other published authorities to substantiate the tax exempt nature of the purchase before Seller delivers sales invoices to the Buyer which omit the Taxes. Buyer further agrees that such documents will be prepared and executed in accordance with the requirements of the taxing jurisdictions which provide for exemptions from the Taxes and that Seller may rely on the Buyer's representations made therein as the basis for omitting billing of the Taxes; and (d) exclusive of freight and delivery charges, licensing expenses and insurance, all of which Buyer shall pay.
5. **PAYMENT.** Payment terms are as specified on the proposal attached hereto. Unless otherwise specified, payment is due on the Completion Date of each unit. All past due amounts shall bear interest from and after the due date thereof at the rate of twelve percent (12%) per annum. In addition, payments received more than three (3) days after the due date shall be subject to a late charge of \$10.00 for each day that such payment remains unpaid. All payments shall be made without deduction or right of setoff for any reason. Buyer shall pay all reasonable costs, attorneys' fees and expenses incurred by the Seller in pursuing collection of any past due amount or in enforcing any provision of this contract. An irrevocable letter of credit, if required, must be drawn on a US bank reasonably acceptable to Seller.
6. **COMPLETION.** The "Completion Date" is the date when the Equipment is ready for use by Buyer, whether or not Buyer takes possession of the Equipment. The Completion Date specified on the order attached hereto is approximate. The Completion Date is subject to adjustment by Seller for any change made by Buyer and approved by Seller. Buyer acknowledges that a change order or failure to provide timely any Buyer-supplied components may impact the Completion Date.
7. **BUYER SUPPLIED ITEMS.** If Buyer is to supply components or materials, to include but not limited to chassis, meters, controls/valves, and decals: (a) Buyer shall provide supplier profile/identification to Seller at time of order acceptance; and (b) Buyer shall ensure supplier complies with Wabash's Customer Supplied Material Standard Requirements and shall ensure that such components or materials are received by Seller no later than ten (10) days prior to production date. If Buyer does not timely supply such items, Seller may, without recourse and at its sole discretion, cancel or reschedule production, incorporate substitute materials or refuse to incorporate materials, to include manufacturing trailers without decals. Buyer agrees to be financially responsible for any and all incidental and consequential costs associated with the late supply and failure of buyer-supplied components and materials.
8. **SHIPMENT; RISK OF LOSS; TITLE.** See language from PAYMENT terms. The purchase price shall be FOB Seller's facility for domestic orders and FCA Seller's facility for international orders, unless otherwise specified by Seller in writing. Unless otherwise specified by Buyer, Seller shall place the Equipment in the possession of such a carrier of Seller's choice and make such a contract for its transportation as may be reasonable; having regard for the nature of the Equipment and good commercial standards, unless the equipment sold is FOB Buyer's location. Buyer shall bear all expenses paid or incurred by Seller in delivering the Equipment. For domestic shipments, risk of loss or damage (including damage resulting from weather or other acts of God) of the Equipment shall pass to Buyer at the time it is tendered for shipment. For international shipments managed by Seller risk of loss transfers at the designated port. Titles and Manufacturing Statement of Origins (MSO's) to the Equipment shall remain with Seller until full payment is received by Seller, including any late fees or interest. After thirty (30) days, Buyer shall pay a storage fee of twenty-five dollars (\$25.00) per day per piece of Equipment with Seller reserving the right to transport and deliver the goods to Buyer solely at the Buyer's expense, to include a one hundred dollar (\$100.00) transportation arrangement fee.
9. **INSPECTION UPON DELIVERY.** Buyer shall be responsible for thoroughly inspecting the Equipment upon receipt and waives any right to object to any defect or damage that would otherwise have been discoverable during a thorough inspection at such time if Buyer does not inform Seller in writing regarding such defect or damage within ten (10) days after initial receipt of the Equipment and prior to use of the Equipment.
10. **LIMITED WARRANTY, DISCLAIMERS, AND LIMITATION OF LIABILITY.** A. Seller warrants the Equipment manufactured by it to be free from defects in material and workmanship. Any refurbished Equipment shall conform to Pressure Vessel Code and US Department of Transportation Regulations, if applicable. For a period of one (1) year following the receipt of the Equipment or sixteen (16) months following the Completion Date, whichever is earlier (the "Warranty Period"), Seller, at its option, shall correct by repair or replacement any defect in material or workmanship in any part of a product manufactured by it, subject to the following conditions: (a) Promptly upon discovery, written notice of any such claimed defect must be given to Seller during the Warranty Period; (b) Seller shall have the right to inspect the claimed defective Equipment at such time and place as it reasonably requests; (c) If the Seller requests, the Equipment must be made available for repair within fifteen (15) days after Seller notifies Buyer of the repair procedure, but shall not be returned before such notification is given; (d) Unauthorized repairs shall void this warranty; (e) This warranty does not apply to parts requiring replacement because of natural wear and tear, or to products, accessories, parts or attachments which were not manufactured by Seller - Seller receives warranties on certain components purchased by it and passes through such warranties to Buyer, and Seller's obligation with respect to such components shall be limited to the extent of the

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warranties, if any, given and honored by its suppliers; (f) This warranty shall not apply if parts and/or labor are required due to accident, abuse or improper or neglected maintenance; (g) When alterations are made or parts or attachments are installed by Buyer or for him by others, this warranty shall be void and Seller shall not be responsible for such alterations or installations, or for the operation of the Equipment thereafter; (h) This warranty shall be void when Equipment is subjected to weight loads or pressures, is used on terrain for which it was not designed, or are used to contain, or is cleaned with, materials having corrosive, temperature or other characteristics for which the Equipment was not designed; (i) Seller shall not be obligated to furnish "loaners" or any compensation for rented, loaned or borrowed equipment while repair is being made under this warranty; (j) All repairs under this warranty shall be made at a mutually agreed-upon location, and Buyer must bear the risk and expense of transporting the Equipment to Seller's plant or such other designated place; (k) For warranty beyond (1) year, see the specific warranty certificates supplied with the Equipment; and (l) This warranty applies only to the original purchaser from Seller. B. The description on the front hereof does not create any warranty, express or implied. Seller may substitute any comparable component in the Equipment, and Equipment with such substituted components shall be considered in conformance with Seller's obligations under this contract. C. THE FOREGOING WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IS IN LIEU OF ANY AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART.

11. PATENT INDEMNITY. A. In the event the Equipment furnished hereunder is claimed to infringe any United States patent issued at the time of delivery, Seller agrees, at its option: (1) to procure for Buyer the right to use the Equipment, or (2) to modify or replace the Equipment so as to avoid infringement, or (3) to accept redelivery of the Equipment and reimburse Buyer for the purchase price and any reasonable transportation expenses incurred by Buyer. Should any litigation be instituted against Buyer based on a claim that the Equipment in the condition received from Seller infringes any such United States patent, Seller will undertake the defense thereof on Buyer's behalf and pay any damages and costs awarded therein against Buyer, provided Seller is given timely written notice and is furnished with copies of all demands, process and pleadings; and provided Buyer cooperates fully in giving Seller authority, information and assistance at Seller's expense for such defense, as well as control over the defense and any negotiations with regard to settlement. THE FOREGOING REPRESENTS SELLER'S ENTIRE AND EXCLUSIVE OBLIGATION WITH RESPECT TO ANY CHARGE OF PATENT INFRINGEMENT AND IS IN LIEU OF ANY STATUTORY WARRANTY RELATING TO INFRINGEMENT. SELLER SHALL HAVE NO RESPONSIBILITY INSOFAR AS THE EQUIPMENT IS MODIFIED BY BUYER OR IS MADE OR MODIFIED BY SELLER IN ACCORDANCE WITH BUYER'S ORDER, AND BUYER SHALL WHOLLY INDEMNIFY SELLER FOR ALL DAMAGES, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, PAID OR INCURRED BY SELLER IN CONNECTION WITH ANY CLAIM OF INFRINGEMENT OF A PATENT, COPYRIGHT OR TRADEMARK, TRADE SECRET, OR OTHER PROPRIETARY RIGHT, WHICH ARISES OUT OF SELLER'S COMPLIANCE WITH BUYER'S SPECIFICATIONS OR ANY MODIFICATION BY BUYER. SELLER SHALL ALSO HAVE NO RESPONSIBILITY WITH REGARD TO ANY SETTLEMENT, ADMISSION OR PROMISE MADE BY BUYER WITHOUT SELLER'S PRIOR WRITTEN CONSENT, NOR SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSS PROFITS, CLAIMED TO HAVE BEEN SUSTAINED BY BUYER OR ANY USER OF THE EQUIPMENT ARISING OUT OF ANY CLAIM OR INFRINGEMENT. C. Seller may be entitled to indemnity from certain of its suppliers, and the rights and options vested in Seller shall extend to such suppliers and may be exercised by them.

12. NO CONSEQUENTIAL OR OTHER DAMAGES. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS, DAMAGE OR EXPENSE OF ANY KIND, INCLUDING, BUT NOT LIMITED TO PERSONAL INJURY, LABOR COSTS OR LOSS OF PROFITS, ARISING IN CONNECTION WITH THIS CONTRACT OR WITH THE USE OF OR INABILITY TO USE THE EQUIPMENT SOLD HEREUNDER.

13. FORCE MAJEURE; EXCUSABLE DELAY. Seller shall not be liable for loss, damage, delay or failure of delivery resulting from causes or conditions beyond Seller's control, including but not limited to accidents, breakdowns, strikes, work slowdowns, sabotage, riots, insurrection, war, disease, delays, interruptions in or failure of sources to supply materials and equipment, labor and transportation, any act of government, acts of God or public enemy, or other causes and conditions, whether or not voluntarily assumed.

14. COMPLIANCE WITH LAWS. Buyer shall be responsible for and compliance with all local, state, federal or international laws, rules or regulations in connection with the Equipment, and shall indemnify Seller from any failure to comply with any such laws, rules or regulations.

15. TRADEMARKS. Buyer warrants that any trademark Buyer requests Seller to affix to the Equipment is owned or authorized for use by Buyer.

16. CANCELLATION, MODIFICATION, SUSPENSION. Any proposed cancellation, modification, suspension, or delay in shipment by Buyer of any order or part thereof will not be accepted unless Buyer agrees to fully reimburse Seller all direct costs incurred, plus normal indirect and overhead charges, and a normal profit. No change proposed by Buyer in any specifications, terms or conditions shall be valid or binding upon Seller unless approved in writing by Seller. Seller shall have the right to cancel any accepted order without liability to Buyer if Buyer shall cease to exist, become insolvent or the subject of bankruptcy proceedings or shall commit a breach in the performance of any of its obligations hereunder.

GARSITE OFFER

17. ENTIRE AGREEMENT. Buyer's purchase order number, if any, shall be used solely for accounting purposes. This writing is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms and conditions thereof.

18. NOTICE. Any notice shall be considered given when deposited in the United States mail, postage prepaid, addressed to the other party at the address set forth in the order.

19. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. SEVERABILITY. If any provision, clause or part, or the application thereof under certain circumstances is held invalid, the remainder of this contract or the application of such provision, clause or part under other circumstances shall not be affected thereby.

21. SET OFF. Seller may set off any amount due from Buyer hereunder against any amount which may be due to Buyer whether or not under this contract.

22. ASSIGNMENT. Buyer shall not assign its rights under this contract or any interest therein without Seller's prior written consent. Seller shall have the right to assign its rights under this contract to any successor in interest.

23. CONTROLLING LAW; VENUE. This transaction shall be governed by, and this agreement shall be construed and enforced in accordance with the laws of the State of Kansas, excluding its conflicts of law provisions. Any disputes arising hereunder or relating to the Equipment shall be venued and brought in Circuit Court in Kansas City, KS. Each party consents to this venue and waives any objections or defenses to same.

24. SECURITY INTEREST. If financing is involved or under other circumstances if Seller so chooses, Buyer agrees to execute such further documents as Seller requests to reflect Buyer's obligation to pay the deferred portion of the price and perfect a security interest in the Equipment and/or other collateral as security for payment thereof. The Equipment shall at all times be considered personal property and shall not be deemed a fixture or a part of or an appurtenance to any building real estate or vehicle, even though attached thereto. Damage to or loss or destruction of the Equipment shall not release Buyer from its payment obligation.

25. TRADE-IN. If a trade-in is involved, Buyer shall be responsible for maintaining the equipment to be traded in the same condition as when inspected by Seller in determining the trade-in allowance. The trade-in allowance shall be adjusted, or eliminated, for any subsequent change in condition of the equipment to be traded.

26. EXPORT ADMINISTRATION REGULATIONS. Each Party acknowledges and agrees certain information and/or equipment and/or permitted users and/or destinations can be subject to U.S. export control laws and regulations under 22 C.F.R. Section 120 et seq. of the International Traffic in Arms Regulations ("ITAR"), 15 C.F.R. Section 730 et seq. of the Export Administration Regulations ("EAR"), and the economic and trade sanctions administered by the United States Treasury Office of Foreign Assets Control under 31 C.F.R. Section 501 et seq. ("OFAC"), and by entering into this Agreement, the Parties agree that they will not violate any laws and/or regulations under ITAR, EAR, and OFAC, and that they will not without limitation, disclose, transfer, or export information and/or equipment identified as being subject to ITAR and EAR to third parties, including foreign persons or entities whether or not related to or affiliated with such party, and/or subcontract out any work and/or orders arising from this Agreement without first receiving express written consent from the disclosing party and as required by contract or by law, each Party may need to register with the Directorate of Defense Trade Controls. If either Party does not comply with its obligations under this paragraph or any terms specified in this Agreement such non-complying Party will indemnify, hold harmless, and defend the other party as to any violations that the noncomplying party may cause under ITAR, EAR, or OFAC, including but not limited to the payment of civil and criminal penalties, all costs and expenses and attorney's fees. Buyer further acknowledges and agrees that prior authorization from the U.S. Government may be required for the sale, transfer, and export of any equipment from the United States and any retransfer and reexport of equipment. Accordingly, Buyer acknowledges and agrees that this sale is contingent upon the U.S. Government issuing any required authorizations. Neither party shall be liable to the other for any delay or failure to perform caused by the delay or denial of the U.S. Government to issue any required export, reexport or retransfer authorization for equipment.



539 South 10th Street
Kansas City, KS 66105
PH-(800) 467-5600
FX-(913) 342-0638
www.garsite.com

2/16/2023

City of Independence, Kansas
Aaron Shrader
Independence Municipal Airport
498 Freedom Drive
Independence, KS 67301

Garsite 400/600/800/1000 USG Bowser Specification & Proposal

Dear Aaron,

We sincerely appreciate the opportunities you have given Garsite to provide quotations, and related information on our aircraft refueling equipment. I have attached our proposal, along with brief specifications on Garsite Refuel/Defuel Bowsers. I have also included a listing of optional equipment available on our refueling equipment.

When making your decision, please keep in mind that Garsite has been designing and manufacturing Aircraft Refuelers, Refuel/Defuel Bowsers, Hydrant Carts and Fuel Farms for over 68-years for customers throughout the world. Garsite has manufactured over 15,000 pieces of aviation refueling equipment and can meet any requirements your operations demand.

In addition to receiving the highest quality aircraft refueling equipment, you will also receive world-renowned technical support combined with the industry's best warranty. We employ the best technicians in the industry to provide our customers with outstanding service.

Please review the attached quotation and let us know if you have any questions. Thank you again for contacting Garsite.

Teresa Montgomery
General Manager and Vice President
913-912-2155

GARSITE OFFER

Quote Number: TM02162023LL

General Specifications General Bowser

The photo's below represents a new Bowser recently built by Garsite, some options are shown.



Standard Model:

Garsite 400/600/800/1000 Gallon Aircraft Bowser

Design Information:

Unit is designed to refuel aircraft. Optional - Defuel or drain aircraft, hydrant pits and drums. Unit is capable of servicing both fixed wing and rotary wing.

Tank Information:

Tank is elliptical in shape and constructed of stainless steel. Tank rails also have a rear mounted equipment deck incorporated into the frame rails. Tank comes standard with a 16" manway with 10" fill and a 2" gravity tank drain.

Trailer Information:

Unit is front steer, towable bowser equipped with tow bar with pintle hitch connection and brake. Towing speed is limited to 15 MPH.

Basic Equipment:

Top fill, Vent and Mechanical Tank Gauge

Safety Equipment:

One static ground reel with 50' of cable and clamp, grounding lug and 20 lb. fire extinguisher and mounting bracket.

Finish:

Tank is painted one color (white) and also includes placards, warning decals and product identification markings.

Manual:

Operations and maintenance manual is provided with each unit.

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Quote Number: TM02162023LL

Pricing Summary: Rates are subject to change		Price
Unit Price: Garsite Standard 400/600/800/1000 Gallon Defuel/Refuel Bowser		\$24,026
Add: Standard Options <i>(from section #3)</i>		\$40,630
Add: Non-Standard Options <i>(from section #4)</i>		\$2,778
Estimated Freight Cost: *Finalized when unit is ready to ship, if blank customer arranges		
Total -		\$67,434
DEDUCT+		
Quantity / Sub Total	1	\$67,434
Confirmation of Order - To execute, please sign, date and return to your representative.		
Signature: _____		Date: _____

GARSITE OFFER

Quote Number: TM02162023LL

Optional Features Available for Garsite Equipment

Yes / No	ID #	Standard Package Options	Option Price
1000 Single		Select Tank Size from Drop-Down (400, 600, 800, 1000; Single Wall or Double Wall)	\$ 18,587.50
Yes		(Only Choose 1) Piping Package (For Fueling Only, NO DEFUEL)	\$ 2,976.56
No		(Only Choose 1) Piping Package (For Fueling and Defueling)	
Yes	PP-89, GA-01 & PD-81	(Only Choose 1) Diesel Driven Engine & Pump Package	\$ 6,556.59
No	PP-6540	(Only Choose 1) Air Operated Pump Package	
No		(Only Choose 1) 12 Volt Filrite Pump Package w/ Battery and Leads	
No		(Only Choose 1) 24 Volt Filrite Pump Package w/ Battery and Leads	
Yes	FS-13 & CL-01	Filter Package Includes DP Gauge (Specify Jet, Avgas or GP Fuels at time of order)	\$ 1,467.98
No		(Only Choose 1) Millipore Sample Connection (One Only)	
No		(Only Choose 1) Millipore Sample Connection (Two pieces, inlet and outlet)	
No		(Only Choose 1) Manual Rewind Hose Reel	
Yes		(Only Choose 1) Spring Rewind Hose Reel	\$ 1,818.10
Yes		Meter with Mechanical Register	\$ 4,885.52
No	700RFI20 (L-R or L-R)	Rate of Flow Indicator for Meter (Jig) (Specify L-R or R-L Flow when ordering)	
Yes		Bottom Loading Capable (To include Jet Level)	\$ 2,054.11
No		(Only Choose 1) 1" x 25' Aviation Hose	
No		(Only Choose 1) 1" x 50' Aviation Hose	
No		(Only Choose 1) 1-1/4" x 25' Aviation Hose	
No		(Only Choose 1) 1-1/4" x 50' Aviation Hose	
No		(Only Choose 1) 1-1/2" x 25' Aviation Hose	
Yes		(Only Choose 1) 1-1/2" x 50' Aviation Hose	\$ 910.27
No		(Only Choose 1) 1" x 25' Refined Fuel Hose	
No		(Only Choose 1) 1" x 50' Refined Fuel Hose	
No		(Only Choose 1) 1-1/4" x 25' Refined Fuel Hose	
No		(Only Choose 1) 1-1/4" x 50' Refined Fuel Hose	
No		(Only Choose 1) 1-1/2" x 25' Refined Fuel Hose	
No		(Only Choose 1) 1-1/2" x 50' Refined Fuel Hose	
No		(Only Choose 1) 1" Ball Valve	
No		(Only Choose 1) 1-1/4" Ball Valve	
Yes		(Only Choose 1) 1-1/2" Ball Valve	\$ 128.65
Yes		Overwing Nozzle	\$ 1,244.53
No		Single Point Nozzle with HECV	
No	CV-35	2" Spring Return Ball Valve w/ Lanyard (For Deadman on Single Point Nozzle)	
No	NE-6492-2	De-Drumming Stub	
No	NE-4984	Gammon 1-1/2" Dry Break Disconnect	
No		1" GP Nozzle	
No		1-1/4" GP Nozzle	
No		1-1/2" GP Nozzle	
No		4- D-rings for Tie Downs	
No		Stainless Steel Basket (For inside Tank)	
No		Adders	
No		Adders	
No		Adders	
No		Adders	
No		Adders	
No		Adders	
No		Adders	
No		Adders	
No		Adders	
No		Adders	
No		Adders	

GARSITE OFFER

No		Adders	
No		Adders	
No		Adders	
No		On-Site Customer Witness Test - Unit will be retested during customer visit	
Yes		On-Site In-Service: Will be scheduled and billed at time of shipment on a separate service order (\$1,000/Day + Travel)	\$ -

Standard Paint & Decal Options

No		Paint Color other than White for 400 Gallon Unit	
No		Paint Color other than White for 600 Gallon Unit	
No		Paint Color other than White for 800 Gallon Unit	
No		Paint Color other than White for 1000 Gallon Unit	
No	PD-126 (JP5), PD-89 (JP)	Reflective Decals in place of Standard	
No	PD-102	Red/White Conspicuity Tape on Tank	
No		Add operating instructions placard	
No		Ocean Preservative (If Yes please complete Paint Detail section below)	

(Section #3) Sub Total, Garsite 'Standard Options' Price Adders \$ 40,629.81

Customer Requirement Checklist

Yes/No	Description	
No	Tank Color and Paint Code:	
No	Piping Color and Paint Code:	
No	Wheels: Custom Color??	If NO, Keep color as from factory, do not change. If yes, what color?
No	Equipment Color and Paint:	If painted, leave as is, if only primed or no paint then paint Garsite Standard Silver
No	Hose Reel Painted	Color:
No	Filter Vessel Painted	Color:
No	Product being Dispensed:	
No	Nato Code:	
No	Are UID Tags Required	
No	Are RFID Tags Required	
No	Are Shipping Labels Required	

Inspection Requirements

Yes/No	Description	
No	Is inspection at Garsite required prior to shipping the unit?	
None	Who is the Inspecting agency to do the Inspection	

Customer Requested Custom Options

Qty.	General Description	Price/TBD
Yes	Install Scully Tank Overfill Protection System - 2 wire optic probe with Thermistor socket (Green Cap)	\$1,398
Yes	Upgrade to VF-22SB-PG2-WP - up to 60 GPM, 1-1/2 in NPT Inlet/Outlet, Housing w/ Holes for Customer Installed Differential	\$1,380
No		
No		
No		
No		
No		

(Section #4) Sub Total, Non - Standard, Engineered & Paint Options \$2,778

Please Request Quote for Additional Parts From the Parts Department

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Change Orders

Date	Description of Change	Price/TBD
Sub Total, Change Orders		\$0

Quote Number: TM02162023LL

Terms:

A signed Confirmation or Order is required to secure your order. Additionally, a good-faith and non-refundable deposit is required to secure order. The balance of payment is due prior to shipment. All confirmation of orders are subject to credit approval prior to acceptance.

Deposit Required:

50%

Final Payment Prior to Shipment:

50%

Terms

Paid B4 Shipping

Late Penalties

Paint & Decals:

See Above

Validity:

This quotation is valid for 30 days.

Freight:

Units are quoted FOB Garsite Factory. Inland freight is additional. Freight quotes are estimated at the time of the quote. Valid and actual freight costs will be verified and charged accordingly when the equipment is ready to ship.

Taxes:

Any and all taxes, if applicable, are additional. If tax exempt please provide Tax Exempt form ASAP.

Delivery:

Standard units are available in 210 days from acceptance.

Proprietary Statement:

All Garsite – Progress intellectual property is protected and Garsite does not waive its right to patent.

This quote is conditioned upon adherence to Garsite's standard terms and conditions of sale as attached hereto. Any modification must be mutually agreed in a writing signed by both Garsite and customer, and such modifications may affect the pricing or other terms presented herein.

For Garsite,

Teresa Montgomery
General Manager and Vice President
Your Garsite Sales Team

GARSITE OFFER

GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF ORDERS.** All orders are subject to acceptance in writing by an authorized representative of Garsite/Progress LLC ("Seller"). Orders are not accepted until accepted in writing by such authorized representative of Seller and until the down payment as requested by Seller is received in full by Seller. **BUYER'S ORDER IS ACCEPTED ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN, AND THE PROVISIONS OF ANY PURCHASE ORDER OR OTHER WRITING INCONSISTENT HERewith ARE REJECTED AND SHALL NOT CONSTITUTE A PART OF THE CONTRACT.**
2. **PRICE.** Seller and Buyer agree that the price to be paid by Buyer for the equipment described on the order attached hereto (hereinafter referred to as the "Equipment") may be adjusted for cost increases experienced by Seller and agreed to by Buyer, which may increase the total price from that stated on the front hereof. The price is also subject to adjustment any change made by Buyer and approved by Seller in any of the specifications or other terms of this contract. Buyer acknowledges that a change order resulting in additional engineering time may impact the price and delivery time. All prices listed are in United States dollars.
3. **DEPOSIT.** Unless otherwise specified by Seller, Buyer shall place an agreed upon, Good-faith, non-refundable deposit prior to the order being placed. This Good-faith deposit will be written within a confirmation of order that will be signed by both the Buyer and Seller. If Seller is affected by a Force Majeure event as defined in section 13, then Seller will refund the deposit, less any expenses incurred by Seller. B342
4. **TAXES, FEES AND CHARGES.** The purchase price for Equipment shall be: (a) F.O.B. Garsite's facility in Kansas City, KS or such other shipping point as Seller shall designate ("shipping point"); (b) exclusive of applicable federal, state and local taxes (including sales and use taxes), excises, duties and import fees ("Taxes"), which Buyer shall pay or reimburse to Seller; (c) if the Equipment is to be made exempt from Taxes, Buyer agrees to provide Seller with such documentation as is required under relevant tax statutes, regulations, and other published authorities to substantiate the tax exempt nature of the purchase before Seller delivers sales invoices to the Buyer which omit the Taxes. Buyer further agrees that such documents will be prepared and executed in accordance with the requirements of the taxing jurisdictions which provide for exemptions from the Taxes and that Seller may rely on the Buyer's representations made therein as the basis for omitting billing of the Taxes; and (d) exclusive of freight and delivery charges, licensing expenses and insurance, all of which Buyer shall pay.
5. **PAYMENT.** Payment terms are as specified on the proposal attached hereto. Unless otherwise specified, payment is due on the Completion Date of each unit. All past due amounts shall bear interest from and after the due date thereof at the rate of twelve percent (12%) per annum. In addition, payments received more than three (3) days after the due date shall be subject to a late charge of \$10.00 for each day that such payment remains unpaid. All payments shall be made without deduction or right of setoff for any reason. Buyer shall pay all reasonable costs, attorneys' fees and expenses incurred by the Seller in pursuing collection of any past due amount or in enforcing any provision of this contract. An irrevocable letter of credit, if required, must be drawn on a US bank reasonably acceptable to Seller.
6. **COMPLETION.** The "Completion Date" is the date when the Equipment is ready for use by Buyer, whether or not Buyer takes possession of the Equipment. The Completion Date specified on the order attached hereto is approximate. The Completion Date is subject to adjustment by Seller for any change made by Buyer and approved by Seller. Buyer acknowledges that a change order or failure to provide timely any Buyer-supplied components may impact the Completion Date.
7. **BUYER SUPPLIED ITEMS.** If Buyer is to supply components or materials, to include but not limited to chassis, meters, controls/valves, and decals: (a) Buyer shall provide supplier profile/identification to Seller at time of order acceptance; and (b) Buyer shall ensure supplier complies with Wabash's Customer Supplied Material Standard Requirements and shall ensure that such components or materials are received by Seller no later than ten (10) days prior to production date. If Buyer does not timely supply such items, Seller may, without recourse and at its sole discretion, cancel or reschedule production, incorporate substitute materials or refuse to incorporate materials, to include manufacturing trailers without decals. Buyer agrees to be financially responsible for any and all incidental and consequential costs associated with the late supply and failure of buyer-supplied components and materials.
8. **SHIPMENT; RISK OF LOSS; TITLE.** See language from PAYMENT terms. The purchase price shall be FOB Seller's facility for domestic orders and FCA Seller's facility for international orders, unless otherwise specified by Seller in writing. Unless otherwise specified by Buyer, Seller shall place the Equipment in the possession of such a carrier of Seller's choice and make such a contract for its transportation as may be reasonable; having regard for the nature of the Equipment and good commercial standards, unless the equipment sold is FOB Buyer's location. Buyer shall bear all expenses paid or incurred by Seller in delivering the Equipment. For domestic shipments, risk of loss or damage (including damage resulting from weather or other acts of God) of the Equipment shall pass to Buyer at the time it is tendered for shipment. For international shipments managed by Seller risk of loss transfers at the designated port. Titles and Manufacturing Statement of Origins (MSO's) to the Equipment shall remain with Seller until full payment is received by Seller, including any late fees or interest. After thirty (30) days, Buyer shall pay a storage fee of twenty-five dollars (\$25.00) per day per piece of Equipment with Seller reserving the right to transport and deliver the goods to Buyer solely at the Buyer's expense, to include a one hundred dollar (\$100.00) transportation arrangement fee.
9. **INSPECTION UPON DELIVERY.** Buyer shall be responsible for thoroughly inspecting the Equipment upon receipt and waives any right to object to any defect or damage that would otherwise have been discoverable during a thorough inspection at such time if Buyer does not inform Seller in writing regarding such defect or damage within ten (10) days after initial receipt of the Equipment and prior to use of the Equipment.
10. **LIMITED WARRANTY, DISCLAIMERS, AND LIMITATION OF LIABILITY.** A. Seller warrants the Equipment manufactured by it to be free from defects in material and workmanship. Any refurbished Equipment shall conform to Pressure Vessel Code and US Department of Transportation Regulations, if applicable. For a period of one (1) year following the receipt of the Equipment or sixteen (16) months following the Completion Date, whichever is earlier (the "Warranty Period"), Seller, at its option, shall correct by repair or replacement any defect in material or workmanship in any part of a product manufactured by it, subject to the following conditions: (a) Promptly upon discovery, written notice of any such claimed defect must be given to Seller during the Warranty Period; (b) Seller shall have the right to inspect the claimed defective Equipment at such time and place as it reasonably requests; (c) If the Seller requests, the Equipment must be made available for repair within fifteen (15) days after Seller notifies Buyer of the repair procedure, but shall not be returned before such notification is given; (d) Unauthorized repairs shall void this warranty; (e) This warranty does not apply to parts requiring replacement because of natural wear and tear, or to products, accessories, parts or attachments which were not manufactured by Seller - Seller receives warranties on certain components purchased by it and passes through such warranties to Buyer, and Seller's obligation with respect to such components shall be limited to the extent of the

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warranties, if any, given and honored by its suppliers; (f) This warranty shall not apply if parts and/or labor are required due to accident, abuse or improper or neglected maintenance; (g) When alterations are made or parts or attachments are installed by Buyer or for him by others, this warranty shall be void and Seller shall not be responsible for such alterations or installations, or for the operation of the Equipment thereafter; (h) This warranty shall be void when Equipment is subjected to weight loads or pressures, is used on terrain for which it was not designed, or are used to contain, or is cleaned with, materials having corrosive, temperature or other characteristics for which the Equipment was not designed; (i) Seller shall not be obligated to furnish "loaners" or any compensation for rented, loaned or borrowed equipment while repair is being made under this warranty; (j) All repairs under this warranty shall be made at a mutually agreed-upon location, and Buyer must bear the risk and expense of transporting the Equipment to Seller's plant or such other designated place; (k) For warranty beyond (1) year, see the specific warranty certificates supplied with the Equipment; and (l) This warranty applies only to the original purchaser from Seller. B. The description on the front hereof does not create any warranty, express or implied. Seller may substitute any comparable component in the Equipment, and Equipment with such substituted components shall be considered in conformance with Seller's obligations under this contract. C. THE FOREGOING WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IS IN LIEU OF ANY AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART.

11. PATENT INDEMNITY. A. In the event the Equipment furnished hereunder is claimed to infringe any United States patent issued at the time of delivery, Seller agrees, at its option: (1) to procure for Buyer the right to use the Equipment, or (2) to modify or replace the Equipment so as to avoid infringement, or (3) to accept redelivery of the Equipment and reimburse Buyer for the purchase price and any reasonable transportation expenses incurred by Buyer. Should any litigation be instituted against Buyer based on a claim that the Equipment in the condition received from Seller infringes any such United States patent, Seller will undertake the defense thereof on Buyer's behalf and pay any damages and costs awarded therein against Buyer, provided Seller is given timely written notice and is furnished with copies of all demands, process and pleadings; and provided Buyer cooperates fully in giving Seller authority, information and assistance at Seller's expense for such defense, as well as control over the defense and any negotiations with regard to settlement. THE FOREGOING REPRESENTS SELLER'S ENTIRE AND EXCLUSIVE OBLIGATION WITH RESPECT TO ANY CHARGE OF PATENT INFRINGEMENT AND IS IN LIEU OF ANY STATUTORY WARRANTY RELATING TO INFRINGEMENT. SELLER SHALL HAVE NO RESPONSIBILITY INSOFAR AS THE EQUIPMENT IS MODIFIED BY BUYER OR IS MADE OR MODIFIED BY SELLER IN ACCORDANCE WITH BUYER'S ORDER, AND BUYER SHALL WHOLLY INDEMNIFY SELLER FOR ALL DAMAGES, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, PAID OR INCURRED BY SELLER IN CONNECTION WITH ANY CLAIM OF INFRINGEMENT OF A PATENT, COPYRIGHT OR TRADEMARK, TRADE SECRET, OR OTHER PROPRIETARY RIGHT, WHICH ARISES OUT OF SELLER'S COMPLIANCE WITH BUYER'S SPECIFICATIONS OR ANY MODIFICATION BY BUYER. SELLER SHALL ALSO HAVE NO RESPONSIBILITY WITH REGARD TO ANY SETTLEMENT, ADMISSION OR PROMISE MADE BY BUYER WITHOUT SELLER'S PRIOR WRITTEN CONSENT, NOR SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSS PROFITS, CLAIMED TO HAVE BEEN SUSTAINED BY BUYER OR ANY USER OF THE EQUIPMENT ARISING OUT OF ANY CLAIM OR INFRINGEMENT. C. Seller may be entitled to indemnity from certain of its suppliers, and the rights and options vested in Seller shall extend to such suppliers and may be exercised by them.

12. NO CONSEQUENTIAL OR OTHER DAMAGES. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS, DAMAGE OR EXPENSE OF ANY KIND, INCLUDING, BUT NOT LIMITED TO PERSONAL INJURY, LABOR COSTS OR LOSS OF PROFITS, ARISING IN CONNECTION WITH THIS CONTRACT OR WITH THE USE OF OR INABILITY TO USE THE EQUIPMENT SOLD HEREUNDER.

13. FORCE MAJEURE; EXCUSABLE DELAY. Seller shall not be liable for loss, damage, delay or failure of delivery resulting from causes or conditions beyond Seller's control, including but not limited to accidents, breakdowns, strikes, work slowdowns, sabotage, riots, insurrection, war, disease, delays, interruptions in or failure of sources to supply materials and equipment, labor and transportation, any act of government, acts of God or public enemy, or other causes and conditions, whether or not voluntarily assumed.

14. COMPLIANCE WITH LAWS. Buyer shall be responsible for and compliance with all local, state, federal or international laws, rules or regulations in connection with the Equipment, and shall indemnify Seller from any failure to comply with any such laws, rules or regulations.

15. TRADEMARKS. Buyer warrants that any trademark Buyer requests Seller to affix to the Equipment is owned or authorized for use by Buyer.

16. CANCELLATION, MODIFICATION, SUSPENSION. Any proposed cancellation, modification, suspension, or delay in shipment by Buyer of any order or part thereof will not be accepted unless Buyer agrees to fully reimburse Seller all direct costs incurred, plus normal indirect and overhead charges, and a normal profit. No change proposed by Buyer in any specifications, terms or conditions shall be valid or binding upon Seller unless approved in writing by Seller. Seller shall have the right to cancel any accepted order without liability to Buyer if Buyer shall cease to exist, become insolvent or the subject of bankruptcy proceedings or shall commit a breach in the performance of any of its obligations hereunder.

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17. ENTIRE AGREEMENT. Buyer's purchase order number, if any, shall be used solely for accounting purposes. This writing is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms and conditions thereof.

18. NOTICE. Any notice shall be considered given when deposited in the United States mail, postage prepaid, addressed to the other party at the address set forth in the order.

19. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. SEVERABILITY. If any provision, clause or part, or the application thereof under certain circumstances is held invalid, the remainder of this contract or the application of such provision, clause or part under other circumstances shall not be affected thereby.

21. SET OFF. Seller may set off any amount due from Buyer hereunder against any amount which may be due to Buyer whether or not under this contract.

22. ASSIGNMENT. Buyer shall not assign its rights under this contract or any interest therein without Seller's prior written consent. Seller shall have the right to assign its rights under this contract to any successor in interest.

23. CONTROLLING LAW; VENUE. This transaction shall be governed by, and this agreement shall be construed and enforced in accordance with the laws of the State of Kansas, excluding its conflicts of law provisions. Any disputes arising hereunder or relating to the Equipment shall be venued and brought in Circuit Court in Kansas City, KS. Each party consents to this venue and waives any objections or defenses to same.

24. SECURITY INTEREST. If financing is involved or under other circumstances if Seller so chooses, Buyer agrees to execute such further documents as Seller requests to reflect Buyer's obligation to pay the deferred portion of the price and perfect a security interest in the Equipment and/or other collateral as security for payment thereof. The Equipment shall at all times be considered personal property and shall not be deemed a fixture or a part of or an appurtenance to any building real estate or vehicle, even though attached thereto. Damage to or loss or destruction of the Equipment shall not release Buyer from its payment obligation.

25. TRADE-IN. If a trade-in is involved, Buyer shall be responsible for maintaining the equipment to be traded in the same condition as when inspected by Seller in determining the trade-in allowance. The trade-in allowance shall be adjusted, or eliminated, for any subsequent change in condition of the equipment to be traded.

26. EXPORT ADMINISTRATION REGULATIONS. Each Party acknowledges and agrees certain information and/or equipment and/or permitted users and/or destinations can be subject to U.S. export control laws and regulations under 22 C.F.R. Section 120 et seq. of the International Traffic in Arms Regulations ("ITAR"), 15 C.F.R. Section 730 et seq. of the Export Administration Regulations ("EAR"), and the economic and trade sanctions administered by the United States Treasury Office of Foreign Assets Control under 31 C.F.R. Section 501 et seq. ("OFAC"), and by entering into this Agreement, the Parties agree that they will not violate any laws and/or regulations under ITAR, EAR, and OFAC, and that they will not without limitation, disclose, transfer, or export information and/or equipment identified as being subject to ITAR and EAR to third parties, including foreign persons or entities whether or not related to or affiliated with such party, and/or subcontract out any work and/or orders arising from this Agreement without first receiving express written consent from the disclosing party and as required by contract or by law, each Party may need to register with the Directorate of Defense Trade Controls. If either Party does not comply with its obligations under this paragraph or any terms specified in this Agreement such non-complying Party will indemnify, hold harmless, and defend the other party as to any violations that the noncomplying party may cause under ITAR, EAR, or OFAC, including but not limited to the payment of civil and criminal penalties, all costs and expenses and attorney's fees. Buyer further acknowledges and agrees that prior authorization from the U.S. Government may be required for the sale, transfer, and export of any equipment from the United States and any retransfer and reexport of equipment. Accordingly, Buyer acknowledges and agrees that this sale is contingent upon the U.S. Government issuing any required authorizations. Neither party shall be liable to the other for any delay or failure to perform caused by the delay or denial of the U.S. Government to issue any required export, reexport or retransfer authorization for equipment.



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 23, 2023

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider authorizing the Mayor to sign a land lease agreement with VSE Aviation, Inc.

SUMMARY RECOMMENDATION Authorize the Mayor to sign pending City Attorney's approval.

BACKGROUND VSE Aviation, Inc. leases land for their operations at the Independence Municipal Airport. Their lease will expire in June 2023. The proposed new ground lease has been reviewed by the City Attorney.

FINANCIAL INFORMATION Lease payments will be credited to the Airport Fund.

SUGGESTED MOTION I move to authorize the Mayor to sign the lease renewal with VSE Aviation, Inc.

SUPPORTING DOCUMENTS

1. City-VSE lease-final-
2. City-VSE map-FAA approved-

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into as of the _____ day of _____, 2023 (“Effective Date”), between the **City of Independence, Kansas**, a municipal corporation, hereafter Lessor, and **VSE Aviation, Inc.**, a Delaware Corporation, hereafter Lessee.

WHEREAS, Lessee has acquired ownership of the buildings located on property owned by Lessor and wishes to enter into a Lease Agreement with Lessor.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree to the following:

1. General Covenants: Lessee agrees to make lease payments and perform the obligations hereinafter set forth and in consideration thereof Lessor leases to Lessee the property hereinafter described.
2. Property: The property which is the subject of this Agreement is as set forth and described in Attachment A to this Agreement (“Property”) which are incorporated herein by reference:
 - a. Site Plan. Property located at Independence Municipal Airport as depicted on the Site Plan attached hereto and incorporated herein by reference.
3. Term: This Agreement shall have a term of fifty (50) years beginning on the Effective Date of this Agreement (“Term”). At that time, or at any time preceding, the parties may enter into further negotiations for a new lease agreement.
4. Lease Payment: All buildings and improvements on the property were constructed or are to be constructed by Lessee, or Lessee’s predecessors in interest. The lease payment is for the Lessee’s use of the land. Lessee shall pay Lessor monthly rent in the amount of \$500.00 beginning on the Effective Date and on the first (1st) day of each month thereafter during the term of this Agreement. Every five (5) years, on anniversary date of this Agreement, the lease payment shall be adjusted upward to reflect any increase in the Consumer Price Index, Kansas City Region, as published by the U. S. Department of Commerce, not to exceed three percent (3%) of the prior year’s rent amount.
5. Utilities: Lessee shall be responsible for payment of all utility bills.
6. Use of Premises: Lessor agrees that the property may be used for any of the following purposes: servicing, repairing and overhauling of aircraft parts, aircraft management services, aircraft maintenance, aircraft refurbishing, aircraft charter services, aircraft sales, storage of

aircraft in hangar building , warehousing of aircraft parts, other fixed base operator services, parking for both customers and employees, parking for aircraft and loading and unloading passengers from aircraft, industrial and manufacturing related purposes (including warehousing) and administrative offices. Lessee's use of the property shall be restricted as hereinabove provided. Lessee shall not use or permit the use of the property any other purpose without the written consent of Lessor, in accordance with Section 41. Lessee's use of the property shall be in compliance with all ordinances of the City of Independence and all state and federal laws and regulations.

7. Further Restrictions on Use: Lessee shall not use the property in any manner which will unreasonably increase the risk of fire, explosion or environmental hazard to the property or in any other manner that would unreasonably interfere with the use or enjoyment of adjoining property. Lessee shall not block or obstruct any road, driveway or general aviation area that adjoins or is in the immediate vicinity of the property, unless Lessor consents in accordance with Section 41. Lessee shall store all property or materials in such a manner as not to create a hazard to the health, safety or environment, or create a nuisance or detract from the general appearance of Independence Municipal Airport.

Unless otherwise provided in this Agreement, Lessee shall peaceably and quietly hold and enjoy the property against Lessor and all persons claiming by, through or under Lessor, for the Term of this Agreement. Lessor shall not use the property in any way that could: (i) violate Lessee's right to the foregoing; (ii) prevent access by Lessee to the Property; and/or (iii) adversely impact Lessee's operations or use in a material way.

8. Condition of Premises: Lessee represents that it has had ample time to inspect the property, has inspected the property and accepts the property in its present condition.

Lessor represents and warrants to Lessee that there are no existing mortgages or deeds of trust encumbering the property as of the Effective Date and for the Term of this Agreement.

Effective upon the Effective Date of this Agreement, Lessee may record a memorandum of this lease in the county deed records which Lessor hereby agrees to sign.

9. Lessee's Maintenance:

On all buildings, Lessee shall maintain and be responsible for all heating, cooling, plumbing, water and electrical fixtures, equipment and connections; the interior floor, walls and ceilings; the exterior grounds and landscaping; driveways and parking areas; and all equipment and personal property owned or installed by Lessee. On any building constructed by Lessee, or Lessee's predecessors in interest, Lessee shall be responsible for all exterior maintenance, including the roof and walls.

10. New Construction: Lessee intends to construct a building, tornado shelter, remote storage building and parking lot on the property that will occupy approximately 90,000 to

100,000 square feet of the Property ("New Addition"). Prior to construction of the New Additions, Lessee shall provide Lessor, for Lessor's approval, in accordance with Section 41, plans and drawings of the proposed construction setting forth the location of all buildings, roadways, signage and utility connections. All construction and improvements shall comply with existing building codes of the City of Independence and other applicable statutes or regulations of other governmental entities.

Notwithstanding the foregoing, so long as Lessee complies with existing building codes of the City of Independence and other applicable statutes or regulations of other governmental entities, its understood and agreed Lessor shall not have any reasonable basis to withhold approval under this Section 10.

Lessor will reasonably assist Lessee with obtaining any necessary permitting or government approvals for the New Construction if requested by Lessee.

11. FAA Compliance: Prior to commencing construction of any building or structure, Lessee shall submit Form 7460-1, Notice of Proposed Construction or Alteration, to the Federal Aviation Administration (FAA) and shall receive a favorable determination from the FAA prior to commencement of construction.

12. Ownership Upon Termination: With regard to buildings constructed by Lessee, or Lessee's predecessors in interest, on the property ("Buildings"), when the Agreement Term expires or if this Agreement should terminate due to Lessee's default under Section 39, as proven in a court of law, then in that event ownership of all buildings and structures shall be transferred to Lessor without compensation to Lessee subject to any existing mortgages or other liens which shall not exceed the term of this Agreement, including option terms.

Notwithstanding the foregoing, Lessor will give notice to Lessee within 30 days of termination of this Agreement if: (i) any of the buildings are not compliant with then existing building codes and/or (ii) if any of the buildings are not in the same condition as they were at the beginning of this Agreement (or following construction of such buildings), less normal wear and tear, and/or (iii) if an environmental cleanup or remediation is required due to contamination created or caused by the actions of Lessee ("Building Non-Conformance"). If Lessee remedies the Building Non-Conformance within 120 days of notice by the Lessor, ownership of the Buildings will be transferred by Lessee to Lessor. If Lessee does not remedy the Building Non-Conformance within 120 days of notice by the Lessor, then Lessee shall be required to remove all such buildings and improvements from the property and return the leased property to its condition prior to construction of any buildings, structures or other improvements.

13. Facade Review: Lessor shall review and approve, in accordance with Section 41, the architectural concept for facades on any new building or structure visible from any public area for compatibility with manufacturing and commercial buildings currently located on airport property, including landscaping and signage.

14. Lender's Rights: It is understood that Lessee is obtaining financing from a financial institution (hereinafter Lender) in order to construct the New Addition and parking lot on the property. In the event of any default by Lessee under this Agreement which would terminate Lessee's right to continued possession of the property, it is understood that written notice shall be provided to such Lender by Lessor and Lender shall have the right to cure any default as to payments or other obligations under this Agreement and assume the remaining term of this Agreement pursuant to its terms and may sublease the property to an entity of its choosing for the remaining term of this Agreement, but said sub-lessee shall fully comply with all terms and conditions of this Agreement.

15. Public Liability Insurance: Lessee shall obtain and maintain general liability insurance in the minimum amount of \$1,000,000 to insure against liability for damage claims arising from public use of the property, or arising out of accidents occurring in or around the property. Lessor shall be named as an additional insured.

16. Fire and Casualty Insurance: Lessee shall obtain and maintain fire and casualty insurance on any buildings or structures located on the property which are constructed by Lessee in an amount deemed appropriate by Lessee, provided however, said policies of insurance shall provide debris removal coverage in the minimum amount of \$100,000 or such lesser amount as agreed to by Lessor for the purpose of cleanup and removal of debris following any damage to the structure. Lessor shall be named as an additional insured for purposes of debris removal.

17. Content Insurance: Lessee shall obtain and maintain insurance on the contents of any building or structure on the property in an amount equal to the value of the property being insured.

18. Hazardous Materials: Lessee hereby covenants that during the term of this Agreement, it will not cause or permit any hazardous substances to be placed, held, located or disposed of, on, under or at the property other than in the ordinary course of business and in compliance with all applicable statutes and regulations. Notwithstanding the foregoing, Lessee may store hazardous materials contained in: (i) products used by Lessee in de minimis quantities for ordinary cleaning and office purposes; (ii) forklift batteries, and (iii) products stored and/or distributed by Lessee in their original, sealed, and unopened containers.

19. Lessor's Indemnification of Lessee: Lessor agrees to defend, indemnify and hold harmless Lessee from any claims, judgments, damages penalties, fines, costs, liabilities, losses or expenses which may arise in connection with the presence or suspected presence or suspected discharge of any pollutant or hazardous materials in the soil or ground water (on or above or under the ground) if the same arises in whole or in part out of any or all the following:

- a. The default, negligent act or omission of Lessor; or

b. Any condition existing prior to that time Lessee took possession of the property.

20. Lessee's Indemnification of Lessor: Lessee hereby agrees to defend, indemnify and hold harmless Lessor from any and all losses, liabilities, including damages, injuries and expenses, including reasonable attorney fees, the cost of any settlement, judgment or claims of any and every kind whatsoever paid, incurred or suffered by or served against Lessor by any person for and with respect to, or as a result of any escape, seepage, leakage, spillage, discharge, omission, or release from the property of any hazardous substance without limitation, including any losses, liabilities, reasonable attorney fees, cost of any settlement or judgment or claims asserted or arising under any local, state or federal law or so called "Super Fund" or "Super Lien" laws or any other applicable law or regulation relating to or imposing liability, including strict liability or standards of conduct concerning any hazardous substance; provided however, that such indemnity shall apply only to a loss caused by any negligent acts or omissions of Lessee, its agents or employees.

21. Environmental Event: If either party has notice of the happening of any event (other than in the ordinary course of business and in compliance with all applicable statutes and regulations) involving the spill, release, leakage or discharge or cleanup of any hazardous substance on the property or any complaint, order, citation or notice with regard to air emissions, water discharges, or any environmental health or safety matter affecting the property, then such party shall promptly notify the other party and all applicable regulatory agencies forthwith and shall comply with all regulatory procedures to address the situation.

22. Asbestos: Lessee shall not install, or permit to be installed, any friable asbestos or any substance containing asbestos and deemed hazardous by state or federal regulations.

23. Cooperation: The parties agree to cooperate with each other to minimize cost with respect to any action that may arise from a claim of indemnification or payment of costs by or to either party under this Agreement. To effectuate the intent of this Agreement, the parties shall provide all cooperation, assistance, and consultation with each other that is reasonably requested with respect to the matters covered herein.

24. Survival: The provisions of this Agreement which by their nature should continue in force beyond the expiration or termination of this Agreement will remain in force.

25. Fire Service: Lessor shall provide fire service to the property for the benefit of Lessee by responding with fire equipment and firefighters from Lessor's fire station located in the City of Independence. The charge for fire service shall be established by City ordinance.

26. Water and Sanitary Sewer: Lessor shall provide water and sanitary sewer to the survey line. Lessee shall pay the expense of extending water and sanitary sewer service from the property line to any building or structure located on the property.

27. Lessee's Rights Subordinate to Certain Governmental Agreements:

Lessee's rights to use and enjoyment of the property shall be subject and subordinate to the following:

- a. Any existing or future federal or state statutes, or any existing or future leases or agreements between Lessor and the United States, between Lessor and the State of Kansas, pertaining to the development, construction, operation or maintenance of Independence Municipal Airport, the execution of which may be required as a condition precedent to the receipt or expenditure of federal or state funds for the development, maintenance or construction of Independence Municipal Airport;
- b. Any existing or future agreements, leases or deeds granted or entered into by and between Lessor and the United States with reference to the conveyance by the United States to Lessor of any real or personal property at the Independence Municipal Airport; and
- c. Any existing or future agreements between Lessor and the United States for the military use of all or part of the Independence Municipal Airport (collectively "Prime Agreements").

Lessor represents and warrants that as of the Effective Date of this Agreement, there are no Prime Agreements in effect.

Notwithstanding anything in this Agreement to the contrary, if, at any time during the Term, the improvements or other portions of the Property shall be destroyed or damaged by fire or any other cause that are not within the reasonable control of Lessee, and such damage or destruction either (i) affects more than 50% of the floor area of the improvements or (ii) occurs during the last five years of the Term, then Lessee shall have the right, at its option exercised within thirty (30) days following the date of such damage or destruction, to terminate this Agreement by written notice to Lessor. In the event Lessee elects to terminate this Agreement pursuant to this Section, this Agreement and the Term will terminate on the date specified in Lessee's termination notice ("Revised Expiration Date"). In the event this Agreement is terminated pursuant to this Section, this Agreement and the Term shall cease and expire as of the Revised Expiration Date with the same force and effect as if the Revised Expiration Date were the date originally set forth in this Agreement for the expiration of the Term except that Lessee shall have no obligation to repair, replace or rebuild any buildings, structures, improvements, equipment or personal property, and the proceeds of all property insurance (other than insurance covering Lessee's personal property) shall be paid to and belong to Lessee subject to the rights of any leasehold mortgagee.

Unless this Agreement is otherwise terminated in accordance with the prior paragraph, following the occurrence of any damage or destruction to the Property, Lessee shall promptly repair, replace and rebuild the same with buildings, structures, improvements and equipment of equal or better character, quality and condition than existed immediately prior to such occurrence. In connection therewith, Lessee may utilize for such purpose the proceeds of any insurance applicable to the particular casualty.

If any portion of the Property shall be taken or condemned for a public or quasi-public use or purpose by any competent authority (hereinafter called a "Taking") and as a result thereof, it shall be economically unfeasible or illegal for Lessee to use and occupy the balance of the Property for its intended purposes, then at the option of Lessee in such event, this Agreement shall terminate upon delivery of possession of the applicable portion of the Property to the condemning authority. In the event of a Taking where Lessee still desires to use and occupy the balance of the Property for its intended purposes, (i) Lessor shall, at its own cost and expense, make all necessary repairs or alterations to the Property and improvements so as to make the portion of the Property not taken a complete architectural unit, (ii) the Lessor's portion of any award shall be spent first on the repairs and alterations referenced in clause (i) above, and (iii) the rent shall be reduced in proportion to Lessee's loss of use of the Property.

Lessor and Lessee shall share in any condemnation award or any judgment for damages caused by such Takings (hereinafter called the "Award"), with Lessor being allocated the fair market value of its fee simple interest in the Property "subject to" the Agreement, including its interest as landlord under this Agreement and reversionary interest, if any, in the buildings and the other improvements located on the Premises (the "Lessor's Interest"), and Lessee being allocated the fair market value of its leasehold estate and its interest in the Buildings and any improvements to the Property paid for by Lessee, subject to Lessor's reversionary interest, if any, therein (the "Lessee's Interest").

28. Nondiscrimination: Lessee shall maintain and operate the property in compliance with state and federal statutes and regulations governing nondiscrimination as follows:

- a. No person shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination of the use of the property on the basis of race, color, national origin, sex, religion or disability.
- b. No person shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination as to the hiring or contracting for any services furnished during construction of any improvements on the property on the basis of race, color, national origin, sex, religion or disability.
- c. Lessee shall use the premises in compliance with all state and federal statutes and regulations specifically including those set forth in 49 CFR, Part 21, dealing with nondiscrimination in federally assisted programs of the Department of Transportation.

29. Nonliability of Lessor: Except with respect to damages: (i) covered by insurance carried by Lessor; (ii) resulting from the failure of Lessor to perform or comply with any terms of this Agreement; and/or (iii) caused by Lessor's negligent acts or omissions, Lessee shall indemnify and hold harmless Lessor against any liability, judgment, costs, damages, attorney fees and expenses that Lessor may incur by reason or on account of any damage or injury to property or persons arising from the negligence of Lessee, its agents or employees, or its customers or invitees.

30. Entry on Property: Lessor shall have the right to enter upon the property upon reasonable notice to Lessee for purposes of inspecting the property, performance of maintenance and repairs as may be required under this Agreement, and for any other purpose reasonably related to this Agreement.

31. Airport Maintenance and Improvements: Maintenance and improvements to Independence Municipal Airport, including the city streets between parking lots and roadways on airport property, which shall be maintained in good working condition, shall be the responsibility of Lessor and shall be undertaken upon reasonable notice to Lessee, as deemed appropriate in Lessor's sole discretion without interference or hindrance by Lessee.

32. Noninterference by Lessee: Lessee shall not exercise any rights granted under this Agreement in such a manner as to interfere or adversely affect the use, operation, maintenance and development of Independence Municipal Airport as determined in the sole discretion of Lessor.

33. Obstruction: Lessor shall have the right to take any action it considers necessary to protect the aerial approaches to Independence Municipal Airport against obstruction including the right to prevent Lessee from erecting or permitting to be erected any building or structure on the property which, in the opinion of Lessor, may limit or obstruct use of the Independence Municipal Airport or constitute a hazard to aircraft.

34. Easements: Lessor reserves, and Lessee hereby grants to Lessor, an easement of the air space above the surface of the property for the use and benefit of the general public for the purpose of free and unrestricted flight of aircraft together with the right to cause such noise as may be inherent in the operation of aircraft.

Lessee reserves the right to request other easements from the Lessor, for which such determination shall be made in accordance with Section 41, necessary for the benefit of the building including, but not limited to, for access, future services, building connectors and signage.

35. Assignment: Lessee shall not assign this Agreement or any portion of the property subject to this Agreement without the written consent of Lessor.

Notwithstanding the foregoing, the following events shall be deemed a permitted assignment and shall not require Lessor's consent: (A) a transfer of ownership interests in, or control of, Lessee; (B) an assignment of the Agreement to an entity which is the resulting entity of a merger or consolidation of Lessee (C) an assignment to a third party entity who qualifies to do business under the terms of this Agreement that agrees to enter into the Agreement as is with Lessor with no amendments.

Upon the completion of any permitted assignment of Lessee's interest under this Agreement, Lessee shall be released of all liabilities and obligations under this Agreement arising or accruing after the effective date of such assignment.

VSE shall be permitted to sublease any portion of the Lessee's interest under this Agreement, so long as such sublessee qualifies to do business under the terms of this Agreement that agrees to enter into the sublease agreement bound by the terms of this Agreement with no amendments.

36. Insolvency: Upon the initiation of any bankruptcy, receivership, or insolvency proceeding by or against Lessee, Lessor at its sole option may elect to terminate this Agreement if such proceeding is not dismissed within 90 days.

37. Abandonment: In the event Lessee abandons or fails to use the property as hereinabove provided, Lessor at its sole option, may elect to terminate this Agreement in accordance with paragraph 39.

38. Economic Development Inducements: Lessor shall cooperate with Lessee in making application for exemption or abatement of the property from ad valorem taxes with the appropriate governmental unit, and making application for economic inducement benefits for further development of the property by Lessee. The burden and expense of preparing all documents, gathering all information, paying all fees, submitting renewal applications and any other step related thereto shall be upon Lessee. Lessor shall serve as a conduit for any such request.

39. Termination: Should Lessee (i) fail to make an undisputed lease payment required under this Agreement within fifteen (15) days after written notice from Lessor or (ii) fail to comply with a term or condition of this Agreement within sixty (60) days after written notice specifying such breach from Lessor ("Default") Lessor may exercise any of the following options subject to the rights of Lessee's Lender:

- a. Lessor may terminate this Agreement and Lessor shall be entitled to immediate possession of the property; or
- b. Lessor may exercise any other available remedy that exists at law or equity.

Notwithstanding the foregoing, if Lessee commences actions directly related to curing a Default within the sixty (60) day notice period and diligently pursues the correction of the Default until it is remedied, then this Agreement shall not be subject to early termination by Lessor. In the event of a dispute regarding whether Lessee has committed a Default or has successfully corrected or cured a Default, prior to Landlord undertaking any of its remedies hereunder, the parties first agree to meet in person or via videoconference within 5 days of a demand by either party therefor, in a good faith attempt to resolve the dispute. If such negotiations do not result in a resolution, the parties agree to submit to mandatory mediation, with each party selecting a mediator, and the two selected mediators appointing a third, who shall handle the mediation.

If Lessor fails to comply with a term or condition of this lease within sixty (60) days after written notice specifying such breach from Lessee, Lessee may exercise any of the following options:

- a. Lessee may terminate this lease; or
- b. Lessor may exercise any other available remedy that exists at law or equity

40. Condition of Property Upon Termination: Upon termination of the Agreement for any reason, Lessee shall remove all of its personal property, machinery and equipment and shall leave the property in a clean and orderly condition. The property shall be left free of all hazardous and dangerous substances and materials in compliance with all state and federal statutes and regulations.

41. Reasonableness Standard: Throughout this Agreement, whenever Lessor's consent, Lessor's discretion, Lessor's approval or Lessor's determination is required, Lessor shall exercise its consent, discretion or determination in a commercially reasonable and equitable manner and shall not act arbitrarily or capriciously. In no such circumstances shall Lessor's consent, discretion or determination be unreasonably withheld, delayed or conditioned.

42. Nature of Agreement: This Agreement shall not be construed as creating or establishing a partnership or joint venture between Lessor and Lessee or as designating Lessee as an agent or representative of Lessor for any purpose whatsoever.

43. Entire Agreement: This Agreement constitutes the entire agreement between the parties. No oral representations or agreements are binding on either party unless reduced to writing and signed by both parties.

44. Binding Effect: This Agreement shall be binding upon the heirs, successors, assigns of the parties hereto.

45. Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control.

46. Disputes and Governing Law: This Agreement is governed by the laws of the State of Kansas, USA without reference to its choice of law provisions. Unless otherwise provided for in this Agreement, any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by a court of competent jurisdiction in the State of Kansas, USA.

47. Amendments: This Agreement may be changed, modified or amended from time to time only by express written agreement of the parties executed by their authorized representatives.

48. Counterparts: This Agreement may be executed in any number of separate counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument. An electronic signature on any counterpart hereto shall be deemed an original for all purposes.

49. Waiver: No waiver by either Party of any default or breach by the other party of any provision of this Agreement will operate as or be deemed a waiver of any subsequent default or breach.

50. Severability: If any provision or portion of a provision of this Agreement is determined to be illegal, invalid, or unenforceable the validity of the remaining provisions will not be affected. The Parties may agree to replace the stricken provision with a valid and enforceable provision.

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

LESSOR

CITY OF INDEPENDENCE, KANSAS

By:_____

Mayor

ATTEST:

David W. Schwenker, City Clerk

LESSEE

VSE AVIATION, Inc.

By: _____
Benjamin Thomas, President

ACKNOWLEDGMENTS

STATE OF KANSAS)
) SS:
MONTGOMERY COUNTY)

BE IT REMEMBERED, That on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, Mayor, and David W. Schwenker, City Clerk of the **City of Independence, Kansas**, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, and who are personally known to me to be the same persons who executed, as such representatives, the above and foregoing instrument of writing on behalf of said municipal corporation, and such persons acknowledged the execution of the same to be the act and deed of said municipal corporation.

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

NOTARY PUBLIC

Term expires:

STATE OF KANSAS)
) SS:
MONTGOMERY COUNTY)

BE IT REMEMBERED, That on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Toby Lavine, Managing Member of **VSE Aviation Services, LLC**, a limited liability company duly organized and existing under and by virtue of the laws of the State of Kansas, and who is personally known to me to be the same person who executed, as such representative, the above and foregoing instrument of writing on behalf of said limited liability company, and such person acknowledged the execution of the same to be the act and deed of said limited liability company.

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

NOTARY PUBLIC

Term expires:

Attachment A

Legal Description and Site Plan of Property

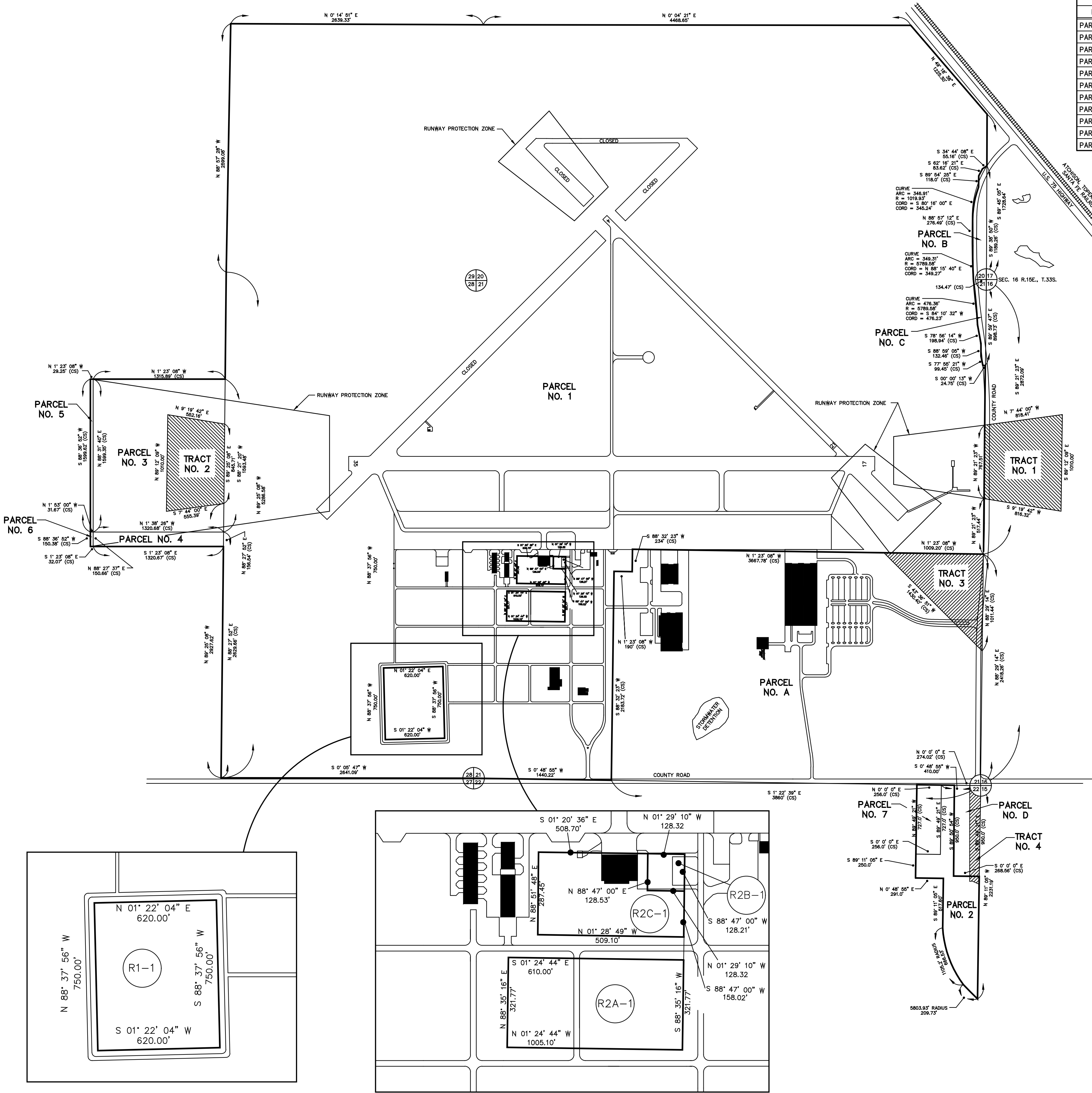
[To be provided by Lessor, along with any tax parcel ID information.]

EXHIBIT "A" PROPERTY MAP

Plot Style: ae.ctb

Last Saved By: iwright 2022/11/21

Drawing Name: I:\AV\GENVAIRPORT\KANSAS\Independence (IDP)\EXHIBIT A PROP MAP\EXHIBIT A.dwg Nov 21 2022 - 2:00pm

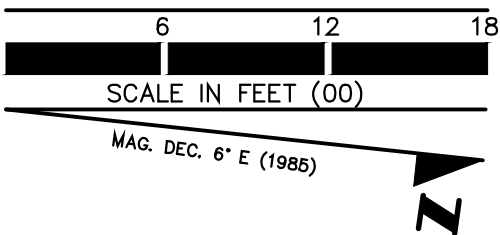


LAND USE LEGEND						
PARCEL	ACREAGE	DATE ACQUIRED	FEDERAL PROJECT NO.	PREVIOUS PROPERTY OWNER	CURRENT PROPERTY OWNER	INTEREST
PARCEL NO. 1	1,431.718	OCTOBER 1, 1948	QUITCLAIM DEED	UNITED STATES OF AMERICA	CITY OF INDEPENDENCE	AIRPORT PROPERTY
PARCEL NO. 2	19.826	OCTOBER 1, 1948	QUITCLAIM DEED	UNITED STATES OF AMERICA	CITY OF INDEPENDENCE	AIRPORT PROPERTY
PARCEL NO. 3	52.896	JANUARY 1998	A.I.P. 3-20-0036-05	J. DOUGLAS & WILMA B. VEITH	CITY OF INDEPENDENCE	AIRPORT PROPERTY
PARCEL NO. 4	4.657	JANUARY 1998	A.I.P. 3-20-0036-05	JANE L. VAVERKA	CITY OF INDEPENDENCE	AIRPORT PROPERTY
PARCEL NO. 5	1.118	JANUARY 1998	A.I.P. 3-20-0036-05	SMOTHERMON, INC.	CITY OF INDEPENDENCE	AIRPORT PROPERTY
PARCEL NO. 6	0.110	JANUARY 1998	A.I.P. 3-20-0036-05	CLARENCE V. DARBY	CITY OF INDEPENDENCE	AIRPORT PROPERTY
PARCEL NO. 7	4.272	AUGUST 1995	NA	S.E.K. GRAIN INC.	CITY OF INDEPENDENCE	AIRPORT PROPERTY
PARCEL NO. A	213.183	JUNE 1996	NA	CITY OF INDEPENDENCE	CESSNA AIRCRAFT CO.	PRIVATE BUSINESS
PARCEL NO. B	3.372	SEPTEMBER 1996	NA	CITY OF INDEPENDENCE	MONTGOMERY COUNTY	ROAD EASEMENT
PARCEL NO. C	1.246	SEPTEMBER 1996	NA	CITY OF INDEPENDENCE	MONTGOMERY COUNTY	ROAD EASEMENT
PARCEL NO. D	5.916	AUGUST 1995	NA	CITY OF INDEPENDENCE	S.E.K. GRAIN INC.	PRIVATE BUSINESS

LAND USE LEGEND				
TRACT	ACREAGE	DATE ACQUIRED	FEDERAL PROJECT NO.	INTEREST
TRACT NO. 1	16.492	NOVEMBER 5, 1979	ADAP 5-20-0036-01	RPZ EASEMENT
TRACT NO. 2	11.665	JANUARY 24, 1980	ADAP 5-20-0036-01	RPZ EASEMENT
TRACT NO. 3	11.716	JUNE 1995	NA	RPZ EASEMENT
TRACT NO. 4	2.5	AUGUST 1995	NA	DRAINAGE EASEMENT

PROPERTY RE-DESIGNATION				
TRACT	ACREAGE	DATE RELEASED	FEDERAL PROJECT NO.	INTEREST
R1-1	10.675	MARCH 15, 2022	NA	NON AERONAUTICAL
R2A-1	4.506	AUGUST 3, 2022	NA	NON AERONAUTICAL
R2B-1	0.378	AUGUST 3, 2022	NA	NON AERONAUTICAL
R2C-1	2.973	AUGUST 3, 2022	NA	NON AERONAUTICAL

LEGEND	
	EXISTING AIRPORT PROPERTY
	EXISTING RUNWAY PROTECTION ZONE EASEMENT
	EASEMENT



NOTES:

- N 0° 04' 21" E 4468.65' Metes and Bounds descriptions from the original Exhibit "A" Property Map by Bucher, Willis & Ratliff.
- N 1° 23' 08" W 1315.99' (CS) Metes and Bounds descriptions from a Certificate of Survey by others provided to Bucher, Willis & Ratliff

This document is preliminary in nature and is not a final signed and sealed document.

LOCHNER

16105 W. 113th Street | Suite 107 | Lenexa, Kansas 66219
P 816.945.5840 | www.hwlochner.com

CITY OF INDEPENDENCE, KANSAS

INDEPENDENCE MUNICIPAL AIRPORT (IDP)

INDEPENDENCE, KANSAS

PROJECT NO.

DRAWN BY	JHH	DATE	04/23/1998
CHECKED BY	JMM	DATE	04/23/1998
DESIGNED BY	JHH	DATE	04/23/1998
REVISIONS		DATE	

REV01	07/01/1996
REV02	04/23/1998
REV03	11/21/2022

EXHIBIT A
PROPERTY MAP



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 23, 2023

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider an agreement with Rainbow Fireworks for the annual 4th of July Fireworks Display.

SUMMARY RECOMMENDATION Authorize the agreement.

BACKGROUND Each year the City contracts for the annual 4th of July Fireworks display. Jim Kelly has raised funds to reimburse the City for the last 31 years. Jim announced previously that he was retiring from this fundraising activity in 2022. The Independence Rotary Club has volunteered to take on this fundraising effort for the community display. The funds raised will reimburse the City for the expense; however, there is no guarantee the funds raised will cover the total cost. Any deficit is covered by the City. In addition, the City also acquires additional insurance for this community event.

FINANCIAL INFORMATION The contract cost is \$20,250, which requires a 25% deposit to be submitted along with the signed contract. This is in addition to the cost of liability insurance for the event, which last year was \$424. The intent is to reimburse the cost of this contract with donations, however if donations fall short, the difference is funded through the General Fund.

SUGGESTED MOTION I move to authorize the Mayor to sign a contract with Rainbow Fireworks for the 2023 4th of July Fireworks display.

SUPPORTING DOCUMENTS

1. 2023 Rainbow Fireworks Contract



Stephanie & Jason Ukele
76 Plum Avenue Inman, KS 67546
Office 620-663-7714
1-888-886-1008
Fax 1-800-884-1218
Email info@fireworks-display.com
Website www.fireworks-display.com
ATF # 5-KS-00621

FIREWORKS PRODUCTION CONTRACT

This contract is entered into this ____ day of _____, 2023 by and between **Rainbow Fireworks, Inc.**, designated herein as the “**SELLER**” and **CITY OF INDEPENDENCE**, designated herein as the “**PURCHASER**” of one Display Fireworks, UN0335, Explosives 1.3G Production to be held on the 4th day of July, 2023.

- YES ☒ **SELLER** will secure, prepare, and deliver said fireworks as outlined, or will make necessary substitutions of equal or greater value.
- YES ☒ **SELLER** will include the services of a Pyrotechnic Operator (shooter) to take charge of, set up, and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applied.
- YES ☒ **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any “duds” or other material which might not have ignited. Any such material, found by any other person other than the Operator, should be left untouched, mark the location, and call the operator for proper disposal.
- YES ☒ **SELLER** will maintain a **CERTIFICATE OF LIABILITY INSURANCE POLICY** of \$5,000,000 aggregate coverage.
a) The Client (show sponsor & landowners as noted on the Certificate of Insurance) shall be listed as an additional insured.
- YES ☒ **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location.
- YES ☒ **PURCHASER** will provide adequate police protection and/or other adequate security to maintain these distances.
- YES ☒ **PURCHASER** also agrees to have a fire truck available on location during the display.

ONE (1) DISPLAY FIREWORKS, UN0335, EXPLOSIVES 1.3G PRODUCTION has been agreed upon by **PURCHASER AND SELLER** in the sum of **Twenty Thousand Two Hundred Fifty Dollars and no/100 cents (\$20,250.00)**. It is agreed and understood that the **PURCHASER** will pay to the **SELLER** twenty-five percent (25%) of the show cost deposit in the sum of **Five Thousand Sixty-Two Dollars and 50/100 cents (\$ 5,062.50)** to be paid with the submitting of the signed contract. It is also agreed and understood that the **PURCHASER** will pay to the **SELLER** the balance of **Fifteen Thousand One Hundred Eighty-Seven Dollars and 50/100 cents (\$15,187.50)** within ten (10) days after the date of the display.

In the event of inclement weather or other adverse condition, so as to cause postponement of the display, it is agreed and understood that the **PURCHASER** will notify the **SELLER** regarding the postponement date, normally the following night. If **PURCHASER** will not re-schedule the display and completely cancels the display, the **PURCHASER** agrees to pay the **SELLER** fifteen percent (15%) of the show cost for the expense deposit in the sum of **Three Thousand Thirty-Seven Dollars and no/100 cents (\$ 3,037.00)**. The expense deposit will cover the Out-of-Pocket Expenses, labor cost, and fees which have been incurred up to the point of cancellation; and the balance will be refunded.

Witness whereof, we have caused our signatures to be affixed to this document, on this ____ day of _____, 2023.

SELLER:
RAINBOW FIREWORKS, Inc.

PURCHASER:
CITY OF INDEPENDENCE

By: Stephanie Ukele
Authorized Agent

By: _____
Authorized Agent



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 23, 2023**

Department Admin

Director Approval David Cowan

AGENDA ITEM Public Hearing to consider the condemnation of 1016 E. Edison as dangerous and unsafe.

SUMMARY RECOMMENDATION City staff recommends adjourning the hearing for 60 days.

BACKGROUND On December 14, 2022, this structure was involved in a fire that extensively damaged the 2nd floor of the building. The owner has determined he will rehab the structure and has hired contractors who have begun repairing the damage. City Staff requests to adjourn the hearing for 60 days to allow them time to complete the work.

FINANCIAL INFORMATION Cost of removal if the owner fails to complete the rehabilitation of the structure

SUGGESTED MOTION I move to adjourn the Public Hearing for 1016 E. Edison to April 27, 2023 at 5:30 PM

SUPPORTING DOCUMENTS

1. 1016 E. Edison - Public Hearing - 02072023
2. Parcel 1016 E. Edison
3. Title Work
4. Photo
5. Photo
6. Photo
7. Photo
8. Photo



December 15, 2022

Lariat Enterprises LLC
1701 SW Harp Pl
Topeka, Ks. 66611

Dear Owner of Property.

I am writing to inform you that the City of Independence will be holding a Public Hearing on February 23, 2023, at 5:30 p.m. The Public Hearing will consider condemning 1016 E. Edison related to a structure fire that extensively damaged the building.

I will ask the commission to adjourn the hearing for 60-days to allow your work to continue to repair the structure.

The City Commission meetings are held at 410 N. Penn Ave, Memorial Hall Civic Center.

Please get in touch with me at davidc@independenceks.gov or 620.332.2528 or 620.330.0056 if you have any questions or concerns.

Thank You,

David Cowan

David Cowan, Building Inspector
City of Independence Kansas

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The Parcel Number for this Property is 063-099-31-0-40-11-021.00-0
Quick Ref ID: 7671

Owner Information

Owner Name	LARIAT ENTERPRISES L.L.C.
Address	1701 SW HARP PL TOPEKA, KS 66611

Property Situs Address

Address	1016 E EDISON ST, Independence, KS 67301
----------------	--

Land Based Classification System

Function	Single family residence (detached)
Activity	Household activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	1
Zoning	
Neighborhood	108.F
Tax Unit Group	108

Property Factors

Topography	Level - 1
Utilities	All Public - 1
Access	Paved Road - 1 Alley - 7
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	On and Off Street - 3

Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2022 Appraised Value

Class	Land	Building	Total
Residential - R	4,080	6,830	10,910
Total	4,080	6,830	10,910

Tract Description

AGANIPPE PARK ADD, S31, T32, R16, Lot 129, LOT WIDTH: 050.0 LOT DEPTH: 126.2 Plat Book/Page 4 /80 Deed Book/Page 704 /1296 661 /78 629 /684 609 /1344 593 /346 555 /420 548 /524 543 /268 390 /048 271 /239

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
716	185	704	1296	661	78	629	700

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	6300										4,080

Dwelling Information

Dwelling Information						Comp Sales Information					
Res Type	Single-family Residence					Arch Style	Old Style				
Quality	FR+					Bsmt Type	Crawl - 2				
Year Built	1915					Total Rooms	6				
Eff Year						Bedrooms	4				
MS Style	Two Story					Family Rooms					
LBCSStruct	Detached SFR unit					Full Baths	2				
No. of Units						Half Baths					
Total Living Area						Garage Cap					

Calculated Area	1,429
Main Floor Living Area	752
Upper Floor Living Area Pct.	90
CDU	PR-
Phys/Func/Econ	PR- / /
Ovr Pct Gd/RCN	/125,120
Remodel	NEW INTERIOR, FREE STANDING GA
Percent Complete	
Assessment Class	
MU Cls/Pct	

Foundation	Block - 3
------------	-----------

Dwelling Components				
Code	Units	Pct	Quality	Year
Enclosed Wood Deck (SF), Solid Wall	80			
Enclosed Wood Deck (SF), Screened Walls	208			
Frame, Siding, Wood		100		
Composition Shingle		100		
Raised Subfloor (% or SF)		100		
Plumbing Fixtures (#)	8			
Plumbing Rough-ins (#)	1			
Automatic Floor Cover Allowance				
Raised Slab Porch (SF)	20			

Building Improvements																					
Id	Occupancy	MSCls	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	RCN	%Gd	Value
75	Tool Shed	D	1.00	1	1950			468	88	8	26 X 18	1	2	1					4,650	4	190

Building Improvement Components							
Id	Code	Units	Pct	Size	Other	Rank	Year
75	Single -Wall-Boards on Wood		100				

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Date: December 21, 2022

Property Address: 1016 E EDISON ST, INDEPENDENCE,
KS 67301

File No.: 3010954

Title Contact: Mary Jo Wallis

Contact E-mail: mwallis@security1st.com

OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:

City of Independence

Effective Date of this Report: **December 12, 2022**, at 7:00 A.M.

On Real Estate described as:

Lot 129, Aganippe Park Addition to the City of Independence, Montgomery County, Kansas

The County Register of Deeds records indicate that:

1. The Grantees on the last deed of record are:

Lariat Enterprises L.L.C.

2. The Real Estate is encumbered by the following Mortgages, Federal Tax Liens, State Tax Liens, Bankruptcies, and Judgments:

1. Nothing found

The County Tax Records indicate that the real estate taxes are:

Year: **2022**

Amount: **\$222.68 - 1st half PAID; 2nd half PAYABLE**

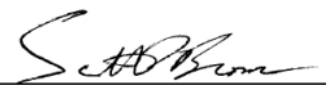
Property I.D. #: **IC 4185**

This Report is limited to only the information described above.

This Report is not nor is to be construed as, an Abstract of Title, Title Opinion, or Title Insurance Policy.

The total liability of this Company by reason of losses and damages that may occur by reason of any errors and omissions in this Company's report is limited to the fee it received for the preparation and issuance of this report.

SECURITY 1ST TITLE

By: 
LICENSED ABSTRACTER















**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 23, 2023**

Department Admin

Director Approval David Cowan

AGENDA ITEM Public Hearing to consider condemnation of 618 South 1st as Dangerous and Unsafe.

SUMMARY RECOMMENDATION City Staff recommends condemnation as Dangerous and Unsafe

BACKGROUND On November 30, 2022, this structure was extensively damaged in a structure fire. The structure is owned by Chris Hastings and was a rent-to-own agreement with the owner. The renter initially informed City Staff that they would attempt to acquire a loan to rehabilitate the structure, but the staff has had no further contact with them. Chris Hastings did contact staff in January 2023, and he was inquiring about demolition costs and was working on removing the structure. City staff recommends the structure be condemned as dangerous and unsafe and give the owner 30 days to commence repair or removal.

FINANCIAL INFORMATION The cost of removal if the owner fails to commence repair or removal of the structure.

SUGGESTED MOTION I move to adopt a resolution condemning 618 S. 1st Street as dangerous and unsafe.

SUPPORTING DOCUMENTS

1. RESOLUTION 2023-006 - CONDEMNATION - DAYS - 618 S 1st
2. 618 S. 1st - Public Hearing - 02072023
3. Parcel 618 S. 1st
4. Title Work
5. Photo
6. Photo
7. Photo

RESOLUTION NO. 2023-006

A RESOLUTION FINDING THAT THE STRUCTURE, OR STRUCTURES, LOCATED ON THE FOLLOWING TRACT/PARCEL IN THE CITY OF INDEPENDENCE, MONTGOMERY COUNTY, KANSAS, IS UNSAFE AND DANGEROUS AND ORDERED CONDEMNED AND DIRECTING SAID STRUCTURE, OR STRUCTURES, TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE. SAID REPAIR OR REMOVAL WILL COMMENCE WITHIN **30 DAYS** OF THE PUBLICATION OF THIS RESOLUTION.

Legal Description

West half of Lot 25 of the Fountain Place Addition to the City of Independence, Montgomery County, Kansas

Common Address

618 S 1st Street

Mortgage

Community National Bank

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 8th day of December, 2022, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2022—067**, dated **December 8, 2022**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **December 14, 2022 and December 21, 2022**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

NOW, THEREFORE, be it resolved by the Governing Body of the City of Independence, Kansas:

The said governing body hereby finds that the structure, or structures, located on the following described tract/parcel in the City of Independence, Montgomery County, Kansas:

Legal Description

West half of Lot 25 of the Fountain Place Addition to the City of Independence, Montgomery County, Kansas

Common Address

618 S 1st Street

Mortgage

Community National Bank

Is unsafe and dangerous and constitutes a blight and therefore should be and is hereby condemned and it is hereby directed that such structure, or structures, be repaired or removed and the premises made safe and secure. The owner of the structure, or structures, is hereby given **30 days** from the publication of this resolution within which to commence such repair or removal and the premises made safe and secure. If the owner of such structure, or structures fails to diligently prosecute the same until the work is completed, said governing body will cause the structure, or structures, to be razed and removed, in order to make the premises safe and secure.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once in the official city newspaper and a copy mailed to the owner, his or her agent, lien holders and occupants as provided by law and a copy of said resolution shall be filed with the Montgomery County Register of Deeds.

Adopted this 23rd day of February, 2023.

(SEAL)

Mayor

City Clerk



February 7, 2023

Chris Hastings
2410 Gary Ave
Independence, Kansas 67301

Dear Chris,

I am writing to inform you that a Public Hearing to consider condemnation as dangerous and unsafe will be held on February 23, 2023, at 5:30 p.m. regarding 618 S. 1st. The hearing is regarding a fire on November 30, 2022, that extensively damaged the structure.

Please contact the building inspector at 620.332.2528 or 620.330.0056 or davidc@independenceks.gov with the following information.

1. Timeline of repairs or demolition
2. Insurance information

Failure to provide a timeline of repairs or to be present at the commission on February 23, 2023 at 5:30 p.m., staff will recommend condemnation.

Thank You,

David Cowan, Building Inspector
City of Independence Kansas

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The Parcel Number for this Property is 063-099-31-0-40-04-006.00-0
Quick Ref ID: 7574

Owner Information

Owner Name	HASTINGS, CHRISTOPHER PAUL & TAMISHA JO
Address	2410 GARY AVE INDEPENDENCE, KS 67301

Property Situs Address

Address	618 S 1ST ST, Independence, KS 67301
----------------	--------------------------------------

Land Based Classification System

Function	Single family residence (detached)
Activity	Household activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	1
Zoning	
Neighborhood	108.F
Tax Unit Group	108

Property Factors

Topography	Level - 1
Utilities	All Public - 1
Access	Paved Road - 1 Sidewalk - 6
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	On and Off Street - 3
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2022 Appraised Value

Class	Land	Building	Total
Residential - R	3,580	8,150	11,730
Total	3,580	8,150	11,730

Tract Description

FOUNTAIN PLACE ADD, S31, T32, R16, W/2 LT 25; Lot Width: 050.0 Lot Depth: 070.0 Plat Book/Page B /38 Lot Width: 050.0 Lot Depth: 070.0 Deed Book/Page 541 /297 411 /080 374 /418

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
541	297						

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	3500										3,580

Dwelling Information

Dwelling Information		Comp Sales Information	
Res Type	Single-family Residence	Arch Style	Bungalow
Quality	FR	Bsmt Type	Crawl - 2
Year Built	1923	Total Rooms	6
Eff Year		Bedrooms	2
MS Style	One Story	Family Rooms	
LBCSStruct	Detached SFR unit	Full Baths	1
No. of Units		Half Baths	
Total Living Area		Garage Cap	
Calculated Area	1,047	Foundation	Stone - 4
Main Floor Living Area	1,047		
Upper Floor Living Area Pct.			
CDU	PR		
Phys/Func/Econ	FR/ /		
Ovr Pct Gd/RCN	/357,480		
Remodel			
Percent Complete			
Assessment Class			
MU Cls/Pct			

Dwelling Components				
Code	Units	Pct	Quality	Year
Frame, Siding		100		
Enclosed Wood Deck (SF), Solid Wall	153			
Composition Shingle		100		
Raised Subfloor (% or SF)		100		
Wall Furnace		100		
Plumbing Fixtures (#)	5			
Plumbing Rough-ins (#)	1			
Automatic Floor Cover Allowance				
Single 1-Story Fireplace (#)	80			2 1950
Raised Slab Porch (SF) with Roof	15			
Enclosed Wood Deck (SF), Solid Wall	153			

Building Improvements																			
Id	Occupancy	MSCls	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	RCN
25	Tool Shed	D	0.50	1	1930			170	54	8	17 X 10	1	1	1					1,470
																			2 30

Building Improvement Components							
Id	Code	Units	Pct	Size	Other	Rank	Year
25	Single -Wall-Boards on Wood		100				

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Date: December 15, 2022

Property Address: 618 S 1ST ST, INDEPENDENCE, KS
67301

File No.: 3010953

Title Contact: Ronda Ballew

Contact E-mail: rballew@security1st.com

OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:

City of Independence

Effective Date of this Report:, at 7:00 A.M.

On Real Estate described as:

The W/2 of Lot 25, Fountain Place Addition to the City of Independence, Montgomery County, Kansas

The County Register of Deeds records indicate that:

1. The Grantees on the last deed of record are:

CHRISTOPHER PAUL HASTINGS AND TAMISHA JO HASTINGS

2. The Real Estate is encumbered by the following Mortgages, Federal Tax Liens, State Tax Liens, Bankruptcies, and Judgments:

1. **Mortgage dated July 9, 2004 from Christopher P. Hastings and Tamisha J. Hastings, husband and wife to Community National Bank, in the amount of \$110,000.00; Filed July 12, 2004 in Book 541 at Page 298.**

Note: Resolution No. 2022-067 filed December 14, 2022 in Book 721 at Page 1215 for condemnation of the above described real estate.

The County Tax Records indicate that the real estate taxes are:



- Year: 2016 Amount: \$997.54, DELINQUENT
- Year: 2017 Amount: \$902.20, DELINQUENT
- Year: 2018 Amount: \$845.58, DELINQUENT
- Year: 2019 Amount: \$844.22, DELINQUENT
- Year: 2020 Amount: \$256.00, DELINQUENT
- Year: 2021 Amount: \$216.22, DELINQUENT
- Year: 2022 Amount: \$239.58 - PAYABLE
- Property I.D. #: **063-099-31-0-40-04-006.00-0** Tract# **IC 1789**

This Report is limited to only the information described above.

This Report is not nor is to be construed as, an Abstract of Title, Title Opinion, or Title Insurance Policy.

The total liability of this Company by reason of losses and damages that may occur by reason of any errors and omissions in this Company's report is limited to the fee it received for the preparation and issuance of this report.

SECURITY 1ST TITLE

By: 
LICENSED ABSTRACTER









**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 23, 2023**

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider a resolution authorizing the abatement of unhealthy and unsafe exterior conditions at 525 South 15th Street.

SUMMARY RECOMMENDATION City Staff recommends the Commission approve the Resolution to abate 525 South 15th.

BACKGROUND Code Enforcement Officer Erin Musgrove has been attempting to resolve a nuisance issue at 525 S. 15th Street. Since December 2022, Erin has made multiple attempts to have the owner abate the nuisance, including two violation notices. The issue is that this vacant lot has become a dumping ground for multiple people, and the pile continues to grow. Although the property owner may not be the violator creating the trash pile, they are still responsible for the upkeep of this lot. Due to the pile continuing to grow and the hazard, the City Staff is asking the Commission to adopt a resolution giving us the authority to abate this nuisance in 20 days.

FINANCIAL INFORMATION The budget impact will be the City's cost to abate this nuisance if it is not reimbursed by the property owner after being assessed.

SUGGESTED MOTION I move to adopt a resolution authorizing the abatement of unhealthy and unsafe exterior conditions at 525 South 15th Street.

SUPPORTING DOCUMENTS

1. Resolution 2023-007 -Abate -525 S 15th
2. City-consent to abatement- 525 S. 15th
3. 525 South 15th - Nuisance (Includes Photo)

RESOLUTION NO. 2023-007

**A Resolution Authorizing Abatement of Unhealthy
and Unsafe Exterior Conditions at 525 South 15th**

Whereas, Matthew Christie owns the following described real estate located at 525 South 15th, Independence, Kansas:

NIGHS SUB LYDIA C, S36, T32, R15, Lot 3, S 1.19' LOT 2; LOTS 3 &
4 Suburban Addition to the City of Independence, Montgomery County,
Kansas (commonly known as 525 South 15th, Independence, Kansas)

And Whereas, the City's Code Enforcement Officer has determined that the exterior condition of the property at 525 South 15th is in violation of City Code 42-66 due to the accumulation of debris, junk, abandoned motor vehicle parts, and appliances in the yard.

And Whereas, on all occasions, Matthew Christie were given 10 days' notice to alleviate the exterior condition as required by City Code 42-67 on February 09, 2023 and Scott Richardson was given 15 days on December 19, 2022, and January 10, 2023.

And Whereas, Matthew Christie has taken no action to alleviate the condition of the exterior of the property at 525 South 15th.

And Whereas, due to the continuing complaints from surrounding neighbors, the Code Enforcement Officer is requesting authority to proceed with abatement pursuant to City Code 42-69.

BE IT RESOLVED by the Governing Body of the City of Independence, Kansas:

Section 1. Matthew Christie has been given one written notices and Scott Richardson two written notices and have failed to alleviate the exterior conditions of the yard at 525 South 15th, Independence, Kansas.

Section 2. The Code Enforcement Officer or other agents of the City are hereby authorized to abate the exterior conditions at 525 South 15th, Independence, Kansas, pursuant to City Code 42-69 and to have the costs of abatement assessed against the property pursuant to City Code 42-73.

Adopted by the Governing Body of the City of Independence, Kansas, on the 23rd day of February 2023.

Louis Ysusi, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk

**CONSENT TO ABATEMENT
OF EXTERIOR YARD CONDITIONS
WHICH ARE UNHEALTHY AND UNSAFE**

COMES NOW, Matthew Christie, agrees to the following:

1. Matthew Christie is the owner and occupant of the following described real estate:

NIGHS SUB LYDIA C, S36, T32, R15, Lot 3, S 1.19' LOT 2; LOTS 3 & 4; LOT
WIDTH: 101.0 LOT DEPTH: 140.0 Plat Book/Page 4 /70 Deed Book/Page 653
/1374 519 /135 503 /340 503 /229 490 /023 406 /250 335 /213

2. Matthew Christie has been issued notice for violation of City Code 42-66 concerning the exterior condition of the yard at 525 South 15th on February 09, 2023. Notice of Violation has also been sent to Scott & Christina Richardson on December 19, 2022, and Jan 19, 2023.
3. Matthew Christie hereby consents to abatement of the exterior condition of the yard at 525 South 15th which will entail removal of all unhealthy and unsafe trash, debris, abandoned motor vehicle parts, appliances and other rubbish located thereon which are in violation of City Code 42-66.
4. Matthew Christie acknowledges and understands that he will be contacted prior to the abatement process and that he will remove from the exterior yard of 525 South 15th any property which she feels is valuable and which she wishes to retain, and further that any property left in the yard at 515 South 15th may be presumed by the City, its agents and employees, to be rubbish and debris in violation of City Code 42-66 and subject to abatement by the City.
5. Matthew Christie hereby waives any and all claims of liability for injury and/or damages against the City, its agents and employees, arising from

abatement of the exterior condition of her yard, and agrees to indemnify and hold harmless the City, its agents and employees from the same.

- 6. Matthew Christie understands that the cost of abatement may be assessed by the City against her as owner of the property in the same manner as taxes are assessed against property.
- 7. Matthew Christie acknowledges that he has the right to seek the advice of independent counsel and has executed this consent knowingly and voluntarily.

DATE

Matthew Christie

DATE

WITNESS SIGNATURE
Printed Name:_____



Notice of Violation

State of Kansas
County of Montgomery
City of Independence

You are hereby notified that on the 10 day of Jan, 2023 at 03:06 (p.m. – a.m.) The undersigned Public Officer conducted an inspection of the following property:

Property Owner: "RICHARDSON, SCOTT M & CHRISTINA G"
Legal Description: _____
Owner Address: 635 S WALD INDEPENDENCE KS
Violation Address: 521 S 15th Tenant Jacqueline Phillips

Said property is in violation of Sec. 42-66 of the Code of the City of Independence, Kansas:



Subsection (1)(a)



Subsection (1)(b)



Subsection (1)(c)



Subsection (2)(a)



Subsection (2)(b)



Subsection (2)(c)

Said property is in violation of Sec. 42-185 – Nuisance Code of the City of Independence, Kansas:



Grass, weeds or other obnoxious vegetation more than 12"

Description of Violation: Complaint! Trash at alley and on curb. All the piles needs cleaned up bagged up and removed from property. Next notice will be a citation. Clean up pile of furniture and trash on the street. Been there for months, Dogs dragging trash all over.

ALLEVIATION OF VIOLATION



You are hereby given ten (10) days from the receipt of notification or mailing to alleviate the violation.



You are hereby given fifteen (15) days from the receipt of notification or mailing to alleviate the violation.



You are hereby given forty-five (45) days from the receipt of notification or mailing to alleviate the violation.

You are further notified that you may request a hearing before the governing body concerning this matter. Said request must be made within fifteen (15) days of the receipt of notification of violation or the mailing of said notification.

FAILURE TO ALLEVIATE

Failure to alleviate said violation or request said hearing may result in your prosecution as provided for in Sec. 42-68 and/or the abatement of the condition by the City as provided for by Sec 42-69, with the cost of said abatement being assessed against you as provided for in Sec 42-73.

I hereby certify that a true and correct copy of the above notice of violation was (personally served) or (sent by certified mail) to: "RICHARDSON, SCOTT M & CHRISTINA G" on the 10 day of Jan at 3:06:52 PM (p.m. – a.m.) to said person.

Signature of Public Officer 1/10/2023
Date

CE21-1316-24603 31993

1/5



Notice of Violation

State of Kansas
County of Montgomery
City of Independence

You are hereby notified that on the 19 day of Dec, 2022 at 03:47 (p.m. – a.m.) The undersigned Public Officer conducted an inspection of the following property:

Property Owner: "RICHARDSON, SCOTT M & CHRISTINA G"
Legal Description: _____
Owner Address: 635 S WALD INDEPENDENCE KS
Violation Address: 521 S 15th

Said property is in violation of Sec. 42-66 of the Code of the City of Independence, Kansas:



Subsection (1)(a)



Subsection (1)(b)



Subsection (1)(c)



Subsection (2)(a)



Subsection (2)(b)



Subsection (2)(c)

Said property is in violation of Sec. 42-185 – Nuisance Code of the City of Independence, Kansas:



Grass, weeds or other obnoxious vegetation more than 12"

Description of Violation: Clean up trash in dog yard, make sure the pile of furniture and trash is called in.
Please keep yard picked up.

ALLEVIATION OF VIOLATION



You are hereby given ten (10) days from the receipt of notification or mailing to alleviate the violation.



You are hereby given fifteen (15) days from the receipt of notification or mailing to alleviate the violation.



You are hereby given forty-five (45) days from the receipt of notification or mailing to alleviate the violation.

You are further notified that you may request a hearing before the governing body concerning this matter. Said request must be made within fifteen (15) days of the receipt of notification of violation or the mailing of said notification.

FAILURE TO ALLEVIATE

Failure to alleviate said violation or request said hearing may result in your prosecution as provided for in Sec. 42-68 and/or the abatement of the condition by the City as provided for by Sec 42-69, with the cost of said abatement being assessed against you as provided for in Sec 42-73.

I hereby certify that a true and correct copy of the above notice of violation was (personally served) or (sent by certified mail) to: "RICHARDSON, SCOTT M & CHRISTINA G" on the 19 day of Dec
at 3:47:33 PM (p.m. – a.m.) to said person.

Signature of Public Officer 12/19/2022
Date



525 S 15th
1/10/23

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The Parcel Number for this Property is 063-087-36-0-40-06-004.01-0
Quick Ref ID: 4602

Owner Information

Owner Name	CHRISTIE, MATTHEW
Address	409 E POPLAR ST INDEPENDENCE, KS 67301

Property Situs Address

Address	525 S 15TH ST, Independence, KS 67301
----------------	---------------------------------------

Land Based Classification System

Function	Residential highest and best use
Activity	Residential activities
Ownership	Private-fee simple
Site	Developed site - no buildings and no improvements

General Property Information

Prop Class	Vacant Lots - V
Living Units	
Zoning	
Neighborhood	108.F
Tax Unit Group	108

Property Factors

Topography	Level - 1
Utilities	All Public - 1
Access	Paved Road - 1 Alley - 7
Fronting	Dead End - 7
Location	Neighborhood or Spot - 6
Parking Type	On and Off Street - 3
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2022 Appraised Value

Class	Land	Building	Total
Vacant Lots - V	1,590		1,590
Total	1,590	0	1,590

Tract Description

NIGHS SUB LYDIA C, S36, T32, R15, Lot 3, S 1.19' LOT 2; LOTS 3 & 4; LOT WIDTH: 101.0 LOT DEPTH: 140.0 Plat Book/Page 4 /70 Deed Book/Page 653 /1374 519 /135 503 /340 503 /229 490 /023 406 /250 335 /213

Building Permit Information

Permit Number	Amount	Issue Date	Description
2010009	300	4/2/2010	OB&Y

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
653	1374						

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	vacant- 2	12740										1,590

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Parcel Search powered by





mailed - 2/9/23

Notice of Violation

State of Kansas
County of Montgomery
City of Independence

You are hereby notified that on the 09 day of Feb, 2022 at 10:09 (p.m. – a.m.) The undersigned Public Officer conducted an inspection of the following property:

Property Owner: CHRISTIE, MATTHEW
Legal Description: _____
Owner Address: 409 E Poplar INDEPENDENCE KS
Violation Address: 525 S 15th

Said property is in violation of Sec. 42-66 of the Code of the City of Independence, Kansas:

- | | |
|---|--|
| ☒ Subsection (1)(a) | ☐ Subsection (2)(a) |
| ☐ Subsection (1)(b) | ☐ Subsection (2)(b) |
| ☐ Subsection (1)(c) | ☐ Subsection (2)(c) |

Said property is in violation of Sec. 42-185 – Nuisance Code of the City of Independence, Kansas:

- ☐ Grass, weeds or other obnoxious vegetation more than 12"

Description of Violation: Complaint! Please get the trash and bulky items cleaned up and hauled off this property. If the city has to pick this up you will be billed for equipment landfill fees and labor.

ALLEVIATION OF VIOLATION

- ☒ You are hereby given ten (10) days from the receipt of notification or mailing to alleviate the violation.
☐ You are hereby given fifteen (15) days from the receipt of notification or mailing to alleviate the violation.
☐ You are hereby given forty-five (45) days from the receipt of notification or mailing to alleviate the violation.

You are further notified that you may request a hearing before the governing body concerning this matter. Said request must be made within fifteen (15) days of the receipt of notification of violation or the mailing of said notification.

FAILURE TO ALLEVIATE

Failure to alleviate said violation or request said hearing may result in your prosecution as provided for in Sec. 42-68 and/or the abatement of the condition by the City as provided for by Sec 42-69, with the cost of said abatement being assessed against you as provided for in Sec 42-73.

I hereby certify that a true and correct copy of the above notice of violation was (personally served) or (sent by certified mail) to: CHRISTIE, MATTHEW on the 09 day of Feb
at 10:09:10 AM (p.m. – a.m.) to said person.

Signature of Public Officer 2/9/2023
Date



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 23, 2023**

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider setting the date of April 27, 2023 for a Public Hearing to consider the condemnation of 217 N. 12th Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City Staff recommends setting a Public Hearing date.

BACKGROUND On February 08, 2023, a structure at 217 N. 12th was involved in a fire that did extensive damage. City Staff recommends setting the date of April 27, 2023 for a Public Hearing to consider condemnation as dangerous and unsafe.

FINANCIAL INFORMATION The cost of removal if the owner fails to commence repair or removal of the structure.

SUGGESTED MOTION I move to adopt a resolution setting the date of April 27, 2023 at 5:30 PM for a Public Hearing to consider the condemnation of 217 N. 12th Street as dangerous and unsafe.

SUPPORTING DOCUMENTS

1. RESOLUTION 2023-008 - CONDEMNATION - PH - 217 N 12TH
2. INSURANCE PROCEEDS - 217 N. 12TH
3. Parcel - 217 N. 12th
4. 217 N. 12th - Notice of P-H Letter- 02092023
5. Title Work
6. Photo

RESOLUTION NO. 2023-008

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF HEARING BEFORE THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS, OF WHICH OWNERS, OWNERS AGENTS, LIEN HOLDERS OF RECORD AND ANY OCCUPANTS, IF ANY, OF THE STRUCTURE OR STRUCTURES IDENTIFIED BELOW, IN SAID CITY MAY APPEAR AND SHOW CAUSE WHY SAID STRUCTURE OR STRUCTURES SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED PURSUANT TO K.S.A. 12-1751 ET. SEQ.

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 23rd day of February 2023, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

Legal: The East 100 feet of Lot 1, and the East 100 feet of the North 15 feet of Lot 2, Block 36 of the Original Plat to the City of Independence, Montgomery County, Kansas, including an easement over and across the West 40 feet of Lot 1, and the West 40 feet of the North 15 feet of Lot 2, Block 36 of the Original Plat to the City of Independence, Montgomery County, Kansas.

Common Address: 217 N 12th Street.

Mortgage:

NOW, THEREFORE, be it resolved by the Governing Body of the City of Independence, Kansas:

That a public hearing will be held on Thursday, **April 27, 2023** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in the Civic Center, Memorial Hall, Penn Ave. and Locust Streets, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

Be it further resolved that the City Clerk shall cause this Resolution to be published one time each week for two consecutive weeks on the same day of each week, that at least thirty (30) days shall elapse between the last publication and the date set for hearing and the City Clerk shall give notice of the aforesaid hearing in the manner provided by Ordinance and by law.

Be it further resolved by the Governing Body of the City of Independence that its authority for the actions set forth herein is established pursuant to K.S.A. 12-1751 ET. SEQ.

Adopted this 23rd day of February 2023.

(SEAL)

Mayor

City Clerk



February 8, 2023

TO: State Farm – Kirk Wright
FROM: City of Independence Kansas
RE: Insurance Proceeds – Fire Damage Structure

Dear Sir

The structure located at **217 N. 12th** was involved in a fire on February 8, 2023, that did extensive damage. The property owner has informed the City that they have insurance with State Farm through the Kirk Wright Agency at 1701 W. Main. The owner is Andrea M Ballard.

The City of Independence is requesting **15%** of the covered claim payment be sent to the City of Independence for a demolition deposit.

Please send the check to: City of Independence – 811 West Laurel – Independence, Kansas 67301 Ref: 217 N. 12th Fire Damage Structure

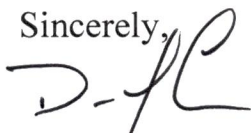
The Ordinance can be reviewed at the link I've pasted below.

https://library.municode.com/ks/independence/codes/code_of_ordinances?nodeId=PTIICO_CH46FIPRPR_ARTVIIINPRFU_S46-171SCAP

If you have any questions or concerns, please get in touch with the City Clerk, David Schwenker or David Cowan, Building Inspector.

David Schwenker: 620.332.2500 ext 702 or davids@independenceks.gov
David Cowan 620.330.0056 or davidc@independenceks.gov

Sincerely,



David Cowan



"Delivering Excellence"

Sec. 46-171. - Scope and application.

The City is hereby authorized to utilize the procedures established by K.S.A. Ch. 40, art. 39 (K.S.A. 40-3901 et seq.), whereby no insurance company shall pay a claim of a named insured for loss or damage to a building or other structure located within the City, arising out of any fire, explosion or windstorm, where the amount recoverable for the loss or damage to the building or other structure under all policies is in excess of 75 percent of the face value of the policies covering such building or other insured structure unless there is compliance with the following procedures:

- 1. When final settlement on a covered claim has been agreed to or arrived at between the named insured and the company such final settlement exceeds 75 percent of the face value of the policies covering any building or other insured structure, and when all amounts due the holder of a first real estate mortgage against the building or other insured structure, pursuant to the terms of the policies and endorsement thereto, shall have been paid, the insurance company shall execute a draft payable to the director of finance, in an amount equal to the sum of 15 percent of the covered claim payment, unless the building official of the City has issued a certificate to the insurance company that the insured has removed the damaged building or other structures, as well as associated debris, or repaired rebuilt or otherwise made the premises safe and secure.*
- 2. Such payment of insurance proceeds shall be on a pro rata basis by all companies insuring the building or other structure. Policy proceeds remaining after the transfer to the City shall be disbursed in accordance with the policy terms.*
- 3. Upon payment of the funds to the City as required in subsection (1), each insurance company shall provide the City with the name and address of the named insured, the total insurance coverage applicable to such building or other structure, and the amount of the final settlement agreed to or arrived at between the insurance company and the insured, whereupon the building official shall contact the named insured by restricted mail to notify them that such insurance proceeds have been received by the City, and apprise them of the procedures to be followed under this section.*

Please go to the code to read the complete ordinance as to the process the City uses to hold the funds and expend them.

Print Page

These Links May Require Adobe Acrobat Reader, Click [here](#) to Download it.[View Sketch](#) --- [Back to Search Page](#) --- [Home](#)**The Parcel Number for this Property is 063-087-36-0-10-03-001.00-0****Quick Ref ID: 3738****Owner Information**

Owner Name	BALLARD, ANDREA M
Address	217 N 12th ST INDEPENDENCE, KS 67301

Property Situs Address

Address	217 N 12TH ST, Independence, KS 67301
----------------	---------------------------------------

Land Based Classification System

Function	Single family residence (detached)
Activity	Household activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	1
Zoning	
Neighborhood	108.A
Tax Unit Group	108

Property Factors

Topography	Level - 1
Utilities	All Public - 1
Access	Paved Road - 1 Alley - 7
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	On and Off Street - 3
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2022 Appraised Value

Class	Land	Building	Total
Residential - R	10,730	47,770	58,500
Total	10,730	47,770	58,500

Tract Description

ORIG PLAT, S36, T32, R15, BLOCK 36, 7272 SQUARE FEET, E 100' LT 1; N 15' E 100' LT 2 BLK 36; (INCLUDES ESMNT); Lot Width: 100.0 Lot Depth: 075.0 Plat Book/Page 1 /6&7 Deed Book/Page 649 /756 610 /85 610 /84 532 /036 509 /044 368 /255

Building Permit Information

Permit Number	Amount	Issue Date	Description
20090020	1,200	4/22/2009	Shed

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
649	756	610	84	610	85		

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	7500										10,730

Dwelling Information

Dwelling Information		Comp Sales Information	
Res Type	Single-family Residence	Arch Style	Bungalow
Quality	FR+	Bsmt Type	Crawl - 2
Year Built	1905	Total Rooms	7
Eff Year		Bedrooms	3
MS Style	1 1/2 Story Finished	Family Rooms	
LBCSStruct	Detached SFR unit	Full Baths	1
No. of Units		Half Baths	
Total Living Area		Garage Cap	1
Calculated Area	1,538	Foundation	Stone - 4
Main Floor Living Area	1,386		
Upper Floor Living Area Pct.	11		
CDU	AV		
Phys/Func/Econ	AV+ / /		
Ovr Pct Gd/RCN	/137,210		
Remodel			
Percent Complete			
Assessment Class			
MU Cls/Pct			

Dwelling Components				
Code	Units	Pct	Quality	Year
Attached Garage (SF)	330			
Wood Deck (SF) with Roof	220			
Frame, Siding, Vinyl		100		
Composition Shingle		100		
Raised Subfloor (% or SF)		100		
Warmed & Cooled Air		100		
Plumbing Fixtures (#)	6			
Plumbing Rough-ins (#)	1			
Automatic Floor Cover Allowance				
Open Slab Porch (SF)	196			2 1970

Building Improvements																					
ID	Occupancy	MSCIs	Rank	Qty	Yr Bld	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	ClS	RCN	%Gd	Value
29	Prefabricated Storage Shed	D	1.00	1	2000			160	52	8	16 X 10	1	2	2					2,470	15	370

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"Delivering Excellence"

February 9, 2023

Andrea Ballard
217 N. 12th
Independence, Ks. 67301

Dear Andrea:

A fire at 217 N. 12th caused extensive damage to the structure on 02/08/2023.

I am writing to inform you that the City of Independence will be asking the Commission on February 23, 2023, to set a date of **April 27, 2023**, to consider the **Condemnation of 217 N. 12th as Dangerous and Unsafe**.

I am requesting the following information before February 23, 2023, meeting.

- Insurance – (Owner has provided)
- Owner's decision to commence repair or removal of the structure
- Securing the property
 - Repair – immediately secure property and submit plans and apply for a building permit
 - Removal – contract with a demolition contractor and have the property cleared ASAP. If not removed in 30 days we will ask you to secure the property from entry by boarding up doors and windows.
 - Demo application is attached.

I want to inform the City Commission of your intentions on February 23, 2023, at 5:30 p.m. at Memorial Hall. You are welcome to attend the meeting and notify the commission of your choice if you desire, or you can communicate with me, and I can inform them.

1. If I do not hear from you by February 23, 2023, it will be **imperative** that you communicate with me by March 08, 2023, and have the structure secured.
2. Attend April 27, 2023, Commission meeting to avoid Condemnation of the property and inform the commission of your plans.

Please contact me by calling the 620-332-2528 office, 620.330.0056 mobile, or by email at davidc@independenceks.gov.

Thank You,

David Cowan, Building Inspector
City of Independence Kansas

Date: February 14, 2023
Property Address: 217 N 12TH ST, INDEPENDENCE,
KS 67301

File No.: 3016878
Title Contact: Mary Jo Wallis
Contact E-mail: mwallis@security1st.com

OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:
CITY OF INDEPENDENCE

Effective Date of this Report: **February 01, 2023**, at 7:00 A.M.

On Real Estate described as:

The East 100 feet of Lot 1 and the East 100 feet of the North 15 feet of Lot 2, Block 36, City of Independence, Montgomery County, Kansas, including an easement over and across the West 40 feet of Lot 1, and the West 40 feet of the North 15 feet of Lot 2, Block 36, City of Independence

The County Register of Deeds records indicate that:

1. The Grantees on the last deed of record are:

ANDREA M BALLARD

2. The Real Estate is encumbered by the following Mortgages, Contracts for Deed, Federal Tax Liens, State Tax Liens, Bankruptcies, and Judgments:

1. None found

The County Tax Records indicate that the real estate taxes are:

Year: **2022**

Amount: **\$1,237.40 - UNPAID**

Property I.D. #: **063-087-36-0-10-03-001-00-0-01**

Year: **2021**

Amount: **\$1,131.51 - UNPAID**

Year: **2nd half 2019**

Amount: **\$549.29 - UNPAID**

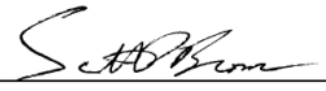


This Report is limited to only the information described above.

This Report is not nor is to be construed as, an Abstract of Title, Title Opinion, or Title Insurance Policy.

The total liability of this Company by reason of losses and damages that may occur by reason of any errors and omissions in this Company's report is limited to the fee it received for the preparation and issuance of this report.

SECURITY 1ST TITLE

By: 
LICENSED ABTRACTER



2023/02/10 10:27



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 23, 2023**

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider setting a date of April 27, 2023 for a Public Hearing to consider condemnation of 609 W. Laurel Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City Staff recommends setting a Public Hearing date.

BACKGROUND On February 8, 2023, a structure at 609 W. Laurel Street was involved in a fire that did extensive damage. City staff recommends setting the date of April 27, 2023, for a Public Hearing to consider condemnation as dangerous and unsafe.

FINANCIAL INFORMATION The cost of removal if the owner fails to commence repair or removal of the structure.

SUGGESTED MOTION I move to adopt a resolution setting the date of April 27, 2023 at 5:30 PM for a Public Hearing to consider the condemnation of 609 W. Laurel Street as dangerous and unsafe.

SUPPORTING DOCUMENTS

1. RESOLUTION 2023-009 - CONDEMNATION - PH - 609 W Laurel
2. INSURANCE PROCEEDS LETTER 02082023
3. Kendall Shire Parcel
4. 609 W. Laurel - Notice of P-H Letter- 02092023
5. Title Search
6. Photo

RESOLUTION NO. 2023-009

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF HEARING BEFORE THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS, OF WHICH OWNERS, OWNERS AGENTS, LIEN HOLDERS OF RECORD AND ANY OCCUPANTS, IF ANY, OF THE STRUCTURE OR STRUCTURES IDENTIFIED BELOW, IN SAID CITY MAY APPEAR AND SHOW CAUSE WHY SAID STRUCTURE OR STRUCTURES SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED PURSUANT TO K.S.A. 12-1751 ET. SEQ.

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 23rd day of February 2023, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

Legal: The West 40 feet of Lot 1, and the West 40 feet of the North 15 feet of Lot 2, Block 36 of the Original Plat to the City of Independence, Montgomery County, Kansas.

Common Address: 609 W Laurel Street.

Mortgage:

NOW, THEREFORE, be it resolved by the Governing Body of the City of Independence, Kansas:

That a public hearing will be held on Thursday, **April 27, 2023** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in the Civic Center, Memorial Hall, Penn Ave. and Locust Streets, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

Be it further resolved that the City Clerk shall cause this Resolution to be published one time each week for two consecutive weeks on the same day of each week, that at least thirty (30) days shall elapse between the last publication and the date set for hearing and the City Clerk shall give notice of the aforesaid hearing in the manner provided by Ordinance and by law.

Be it further resolved by the Governing Body of the City of Independence that its authority for the actions set forth herein is established pursuant to K.S.A. 12-1751 ET. SEQ.

Adopted this 23rd day of February 2023.

(SEAL)

Mayor

City Clerk



"Delivering Excellence"

February 8, 2023

TO: Farmers Insurance – Robert Briggs
FROM: City of Independence Kansas
RE: Insurance Proceeds – Fire Damage Structure

Dear Sir

The structure located at **609 W. Laurel** was involved in a fire on February 8, 2023 that did extensive damage. The property owner has informed the City that they have insurance with Farmers Insurance through the Robert Briggs Agency at 605 N. Penn Ave. The owner is Kendall & Sandra Shire.

The City of Independence is requesting **15%** of the covered claim payment be sent to the City of Independence for a demolition deposit.

Please send the check to: City of Independence – 811 West Laurel – Independence, Kansas 67301 Ref: 609 W. Laurel Fire Damage Structure

The Ordinance can be reviewed at the below link or I've pasted below.

https://library.municode.com/ks/independence/codes/code_of_ordinances?nodeId=PTIICO_CH46FIPRPR_ARTVIIINPRFU_S46-171SCAP

If you have any questions or concerns, please get in touch with the City Clerk, David Schwenker or David Cowan, Building Inspector.

David Schwenker: 620.332.2500 ext 702 or davids@independenceks.gov
David Cowan 620.330.0056 or davidc@independenceks.gov

Sincerely,

David Cowan



"Delivering Excellence"

Sec. 46-171. - Scope and application.

The City is hereby authorized to utilize the procedures established by K.S.A. Ch. 40, art. 39 (K.S.A. 40-3901 et seq.), whereby no insurance company shall pay a claim of a named insured for loss or damage to a building or other structure located within the City, arising out of any fire, explosion or windstorm, where the amount recoverable for the loss or damage to the building or other structure under all policies is in excess of 75 percent of the face value of the policies covering such building or other insured structure unless there is compliance with the following procedures:

- 1. When final settlement on a covered claim has been agreed to or arrived at between the named insured and the company such final settlement exceeds 75 percent of the face value of the policies covering any building or other insured structure, and when all amounts due the holder of a first real estate mortgage against the building or other insured structure, pursuant to the terms of the policies and endorsement thereto, shall have been paid, the insurance company shall execute a draft payable to the director of finance, in an amount equal to the sum of 15 percent of the covered claim payment, unless the building official of the City has issued a certificate to the insurance company that the insured has removed the damaged building or other structures, as well as associated debris, or repaired rebuilt or otherwise made the premises safe and secure.*
- 2. Such payment of insurance proceeds shall be on a pro rata basis by all companies insuring the building or other structure. Policy proceeds remaining after the transfer to the City shall be disbursed in accordance with the policy terms.*
- 3. Upon payment of the funds to the City as required in subsection (1), each insurance company shall provide the City with the name and address of the named insured, the total insurance coverage applicable to such building or other structure, and the amount of the final settlement agreed to or arrived at between the insurance company and the insured, whereupon the building official shall contact the named insured by restricted mail to notify them that such insurance proceeds have been received by the City, and apprise them of the procedures to be followed under this section.*

Please go to the code to read the complete ordinance as to the process the City uses to hold the funds and expend them.

[Print Page](#)

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The Parcel Number for this Property is 063-087-36-0-10-03-002.00-0
Quick Ref ID: 3739

Owner Information

Owner Name	SHIRE, KENDALL R & SANDRA S
Address	4447 CR 4300 INDEPENDENCE, KS 67301

Property Situs Address

Address	609 W LAUREL ST, Independence, KS 67301
----------------	---

Land Based Classification System

Function	Single family residence (detached)
Activity	Household activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	1
Zoning	
Neighborhood	108.A
Tax Unit Group	108

Property Factors

Topography	Level - 1
Utilities	All Public - 1
Access	Paved Road - 1 Sidewalk - 6
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	On and Off Street - 3
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2022 Appraised Value

Class	Land	Building	Total
Residential - R	9,070	28,880	37,950
Total	9,070	28,880	37,950

Tract Description

ORIG PLAT, S36, T32, R15, W 40' LT 1; N 15' W 40' LT 2 BLK 36; Lot Width: 040.0 Lot Depth: 075.0 Plat Book/Page 1 /6&7 Deed Book/Page 645 /969 526 /220 456 /340 455 /009 430 /382 382 /489 335 /305

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
645	969						

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	3000										9,070

Dwelling Information

Dwelling Information		Comp Sales Information	
Res Type	Single-family Residence	Arch Style	Bungalow
Quality	FR	Bsmt Type	Crawl - 2
Year Built	1930	Total Rooms	6
Eff Year		Bedrooms	3
MS Style	One Story	Family Rooms	
LBCSStruct	Detached SFR unit	Full Baths	2
No. of Units		Half Baths	
Total Living Area		Garage Cap	
Calculated Area	1,282	Foundation	Stone - 4
Main Floor Living Area	1,282		
Upper Floor Living Area Pct.			
CDU	FR		
Phys/Func/Econ	FR/ /		
Ovr Pct Gd/RCN	/114,790		
Remodel			
Percent Complete			
Assessment Class			
MU Cls/Pct			

Dwelling Components				
Code	Units	Pct	Quality	Year
Wood Deck (SF) with Roof	128			
Wood Deck (SF) with Roof	40			
Frame, Siding, Vinyl		100		
Composition Shingle		100		
Raised Subfloor (% or SF)		100		
Warmed & Cooled Air		100		
Plumbing Fixtures (#)	8			
Plumbing Rough-ins (#)	1			
Automatic Floor Cover Allowance				

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February 9, 2023

Kendall & Sandra Shire
4447 CR 4300
Independence, Ks. 67301

Dear Kendall:

A fire at 609 W. Laurel caused extensive damage to the structure on 02/08/2023.

I am writing to inform you that the City of Independence will be asking the Commission on February 23, 2023, to set a date of **April 27, 2023**, to consider the **Condemnation of 609 W. Laurel as Dangerous and Unsafe**.

I am requesting the following information before February 23, 2023, meeting.

- Insurance – (Owner has provided)
- Owner's decision to commence repair or removal of the structure
- Securing the property
 - Repair – immediately secure property and submit plans and apply for a building permit
 - Removal – contract with a demolition contractor and have the property cleared ASAP. If not removed in 30 days we will ask you to secure the property from entry by boarding up doors and windows.
 - Demo application is attached.

I want to inform the City Commission of your intentions on February 23, 2023, at 5:30 p.m. at Memorial Hall. You are welcome to attend the meeting and notify the commission of your choice if you desire, or you can communicate with me, and I can inform them.

1. If I do not hear from you by February 23, 2023, it will be **imperative** that you communicate with me by March 08, 2023, and have the structure secured.
2. Attend April 27, 2023, Commission meeting to avoid Condemnation of the property and inform the commission of your plans.

Please contact me by calling the 620-332-2528 office, 620.330.0056 mobile, or emailing at davidc@independencesks.gov.

Thank You,

David Cowan, Building Inspector
City of Independence Kansas



Date: February 15, 2023
Property Address: 609 W LAUREL ST,
INDEPENDENCE, KS 67301

File No.: 2702969
Title Contact: Ronda Ballew
Contact E-mail: rballew@security1st.com

OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:
City of Independence

Effective Date of this Report: February 2, 2023, at 7:00 A.M.

On Real Estate described as:

The West 40 feet of Lot 1, and the West 40 feet of the North 15 feet of Lot 2, Block 36, Original to the City of Independence, Montgomery County, Kansas

The County Register of Deeds records indicate that:

1. The Grantees on the last deed of record are:

Kendall R. Shire and Sandra S. Shire

2. The Real Estate is encumbered by the following Mortgages, Contracts for Deed, Leases (not including Oil and Gas), Restrictions, Federal Tax Liens, State Tax Liens, Bankruptcies, and Judgments:

1. None.

The County Tax Records indicate that the real estate taxes are:

Year: **2022**

Amount: **\$775.02 - First Half is Paid, Second Half is Unpaid.**

Property I.D. #: **063-087-36-0-10-03-002.00-0**

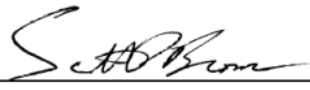
This Report is limited to only the information described above.

This Report is not nor is to be construed as, an Abstract of Title, Title Opinion, or Title Insurance Policy.

The total liability of this Company by reason of losses and damages that may occur by reason of any errors and omissions in this Company's report is limited to the fee it received for the preparation and issuance of this report.



SECURITY 1ST TITLE

By: _____

LICENSED ABTRACTER





**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 23, 2023**

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider change orders for City Hall Phase II project.

SUMMARY RECOMMENDATION City Staff recommends authorizing the change orders.

BACKGROUND The following change orders are part of the Phase II renovation of City Hall and issues they encountered while doing the renovation:

- COR 36 - Plaster ceiling in rooms 211 & 215. The plaster ceiling was beyond repair in these rooms, and we would be unable to adequately support it if repaired. The cost is to remove the plaster and install the drywall ceiling. \$7,406.95
- COR 37 - Roof Top HVAC Units did not have an adequate roof support structure. Additional steel support was added to support the RTU's \$4,380.34
- COR 38 - Walls in rooms 115 & 219B were to remain uncovered and were rougher than anticipated, and the sheetrock was added. \$1,344.16
- COR 39 - 2nd-floor skylight 2x6 framing is to be covered with insulation, sheetrock, and wood trim to cover transition. \$936.56
- COR 40 - CREDIT - drawing changes, painting exterior light poles, door modifications. +\$1,535.00
- COR 41 - Several drawing changes. The majority of the cost comes from steel, adds, and clarifications via submittals and the east side sidewalk. \$3,969.43
- COR 42 - Delete basement wall drywall +\$1,907.00
- COR 43 - 3/4 plywood for East roof base. \$10,496.98
- COR 44 - ASI 05 - 911 Center wiring \$12,291.02

The total cost of these change orders is \$40,825.44, with a credit of \$3,442.00 or **\$37,383.44** *net*. The contingency fund balance will be \$147,359.60 if these change orders are approved with credit.

FINANCIAL INFORMATION The City Contingency fund balance is currently \$184,743.04.

SUGGESTED MOTION I move to approve the change orders for \$37,383.44 for the Phase II City Hall Project.

SUPPORTING DOCUMENTS

1. COR 36 - Plaster ceiling room 211 and 215
2. COR 37 RFI 44 RTU Supports
3. COR 38 RFI 58 Fur out wall in 115 & 219B
4. COR 39 - RFI 59 - 2nd Floor skylight infil

5. COR 40 PR-04
6. COR 41 PR-04
7. COR 42 - Basement East wall
8. COR 43 Sallyport Plywood Decking
9. Owner Contingency
10. COR 44 ASI-05

McCownGordon
255 N. Mead, Suite #200
Wichita, Kansas 67202
Phone: (316) 202-5611
Fax: (316) 221-1021

Project: 1-07-1388 - Independence City Hall & Fire/EMS Add'n/Remodel
217 E Myrtle St, (City Hall), 900 Block of Myrtle St (Fire/EMS)
Independence, Kansas 67301

DRAFT

Prime Contract Change Order Request #036: Existing Plaster conditions in 211 and 215

TO:	City of Independence Kansas 811 W. Laurel St. Independence, Kansas 67301	FROM:	McCownGordon Construction, LLC 850 Main Street Kansas City, Missouri 64105
CHANGE ORDER REQUEST NUMBER / REVISION:	036 / 0	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Draft	CREATED BY:	Brandon Brinker (McCownGordon - Wichita)
SCHEDULE IMPACT:		DATE CREATED:	2/15/2023
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

CHANGE ORDER REQUEST TITLE: Existing Plaster conditions in 211 and 215

CHANGE ORDER REQUEST DESCRIPTION:

CE #072 - #36: Existing Plaster Ceiling Conditions in 211 and 215
Demo Plaster Ceiling in Rooms 211 and 215
Install Drywall ceiling in rooms 211 and 215 where plaster was to stay

ATTACHMENTS:

[Proposed Change Order Independence City Hall Install Drywall Ceilings in Rooms 211 and 215.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
038	City of Independence Kansas	Existing Plaster conditions in 211 and 215		\$0.00
Total:				\$0.00

CHANGE ORDER REQUEST LINE ITEMS:

PCO # 038: Existing Plaster conditions in 211 and 215

#	Budget Code	Description	Amount
1	CH.9-25001.S City Hall Main Job.Drywall Sub -Danny Satterfield.Subcontractor	Install Drywall Ceilings in rooms 211 and 215	\$5,602.00
2	CH.2-05101.S City Hall Main Job.Selective Demolition Bid - D&G.Subcontractor	Demo Plaster Ceilings in rooms 211 and 215	\$1,500.00

#	Budget Code	Description	Amount
3	CH.80-10007.C City Hall Main Job.Owner Contingency.Contingency	Owner Contingency	\$(7,406.95)
Subtotal:			\$(304.95)
General Liability (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Builders Risk (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Bonds (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Subguard (1.75% Applies to Subcontractor.):			\$124.29
Warranty (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Fee (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Construction Contingency (-100.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$180.66
Grand Total:			\$0.00

Chris Birkenmaier (TreanorHL - Topeka)
719 SW Van Buren St., Suite 200
Topeka, Kansas 66603

City of Independence Kansas
811 W. Laurel St.
Independence, Kansas 67301

McCownGordon Construction, LLC
850 Main Street
Kansas City, Missouri 64105

SIGNATURE DATE

McCownGordon

SIGNATURE DATE

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SIGNATURE DATE

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McCownGordon
255 N. Mead, Suite #200
Wichita, Kansas 67202
Phone: (316) 202-5611
Fax: (316) 221-1021

Project: 1-07-1388 - Independence City Hall & Fire/EMS Add'n/Remodel
217 E Myrtle St, (City Hall), 900 Block of Myrtle St (Fire/EMS)
Independence, Kansas 67301

DRAFT

Prime Contract Change Order Request #037: CE #075 - #44: RTU Support

TO:	City of Independence Kansas 811 W. Laurel St. Independence, Kansas 67301	FROM:	McCownGordon Construction, LLC 850 Main Street Kansas City, Missouri 64105
CHANGE ORDER REQUEST NUMBER / REVISION:	037 / 0	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Draft	CREATED BY:	Brandon Brinker (McCownGordon - Wichita)
SCHEDULE IMPACT:		DATE CREATED:	2/15/2023
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

CHANGE ORDER REQUEST TITLE: CE #075 - #44: RTU Support

CHANGE ORDER REQUEST DESCRIPTION:

CE #075 - #44: RTU Support
RTU supports per RFI 44

Install steel per RFI 44 for the structures under the RTU's

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
039	City of Independence Kansas	CE #075 - #44: RTU Support		\$0.00
Total:				\$0.00

CHANGE ORDER REQUEST LINE ITEMS:

PCO # 039: CE #075 - #44: RTU Support

#	Budget Code	Description	Amount
1	CH.5-12001.S City Hall Main Job.Structural Steel - Mahaney.Subcontractor	Install supports for RTU's	\$4,200.00
2	CH.80-10007.C City Hall Main Job.Owner Contingency.Contingency	Owner Contingency	\$(4,380.34)
Subtotal:			\$(180.34)
General Liability (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Builders Risk (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Bonds (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Subguard (1.75% Applies to Subcontractor.):			\$73.50
Warranty (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Fee (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Construction Contingency (-100.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$106.84
Grand Total:			\$0.00

Chris Birkenmaier (TreanorHL - Topeka)
719 SW Van Buren St., Suite 200
Topeka, Kansas 66603

City of Independence Kansas
811 W. Laurel St.
Independence, Kansas 67301

McCownGordon Construction, LLC
850 Main Street
Kansas City, Missouri 64105

SIGNATURE **DATE**
McCownGordon

SIGNATURE **DATE**
Page 2 of 2

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McCownGordon
255 N. Mead, Suite #200
Wichita, Kansas 67202
Phone: (316) 202-5611
Fax: (316) 221-1021

Project: 1-07-1388 - Independence City Hall & Fire/EMS Add'n/Remodel
217 E Myrtle St, (City Hall), 900 Block of Myrtle St (Fire/EMS)
Independence, Kansas 67301

DRAFT

Prime Contract Change Order Request #038: #58: Fur Out Walls in 115 & 219B

TO:	City of Independence Kansas 811 W. Laurel St. Independence, Kansas 67301	FROM:	McCownGordon Construction, LLC 850 Main Street Kansas City, Missouri 64105
CHANGE ORDER REQUEST NUMBER / REVISION:	038 / 0	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Draft	CREATED BY:	Brandon Brinker (McCownGordon - Wichita)
SCHEDULE IMPACT:		DATE CREATED:	2/15/2023
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

CHANGE ORDER REQUEST TITLE: #58: Fur Out Walls in 115 & 219B

CHANGE ORDER REQUEST DESCRIPTION:

CE #098 - #58: Fur Out Walls in 115 and 219B
Per RFI #58

Furr out walls in rooms 115 & 219B to cover up CMU walls.

ATTACHMENTS:

[CO New Wall Room 219B.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
040	City of Independence Kansas	#58: Fur Out Walls in 115 & 219B		\$0.00
Total:				\$0.00

CHANGE ORDER REQUEST LINE ITEMS:

PCO # 040: #58: Fur Out Walls in 115 & 219B

#	Budget Code	Description	Amount
1	CH.9-25001.S City Hall Main Job.Drywall Sub -Danny Satterfield.Subcontractor	RFI #58 Fur out walls	\$1,227.00
2	CH.80-10007.C City Hall Main Job.Owner Contingency.Contingency	Owner Contingency	\$(1,344.16)
Subtotal:			\$(117.16)
General Liability (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Builders Risk (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Bonds (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Subguard (1.75% Applies to Subcontractor.):			\$21.47
Warranty (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Fee (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Construction Contingency (-100.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$95.69
Grand Total:			\$0.00

Chris Birkenmaier (TreanorHL - Topeka)
719 SW Van Buren St., Suite 200
Topeka, Kansas 66603

City of Independence Kansas
811 W. Laurel St.
Independence, Kansas 67301

McCownGordon Construction, LLC
850 Main Street
Kansas City, Missouri 64105

SIGNATURE **DATE**
McCownGordon

SIGNATURE **DATE**
Page 2 of 2

SIGNATURE **DATE**
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McCownGordon
255 N. Mead, Suite #200
Wichita, Kansas 67202
Phone: (316) 202-5611
Fax: (316) 221-1021

Project: 1-07-1388 - Independence City Hall & Fire/EMS Add'n/Remodel
217 E Myrtle St, (City Hall), 900 Block of Myrtle St (Fire/EMS)
Independence, Kansas 67301

DRAFT

Prime Contract Change Order Request #039: CE #099 - #59: 2nd Floor Skyli

TO:	City of Independence Kansas 811 W. Laurel St. Independence, Kansas 67301	FROM:	McCownGordon Construction, LLC 850 Main Street Kansas City, Missouri 64105
CHANGE ORDER REQUEST NUMBER / REVISION:	039 / 0	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Draft	CREATED BY:	Brandon Brinker (McCownGordon - Wichita)
SCHEDULE IMPACT:		DATE CREATED:	2/15/2023
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

CHANGE ORDER REQUEST TITLE: CE #099 - #59: 2nd Floor Skyli

CHANGE ORDER REQUEST DESCRIPTION:

CE #099 - #59: 2nd Floor Skylight- Hall 201
Per RFI-50

Insulation and drywall to cover exposed 2x6 framing. New wood trim.

Framing
Trim

ATTACHMENTS:

[CO 2nd floor skylight insulation and drywall work MGC.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
041	City of Independence Kansas	CE #099 - #59: 2nd Floor Skyli		\$0.00
Total:				\$0.00

CHANGE ORDER REQUEST LINE ITEMS:

PCO # 041: CE #099 - #59: 2nd Floor Skyli

#	Budget Code	Description	Amount
1	CH.9-25001.S City Hall Main Job.Drywall Sub -Danny Satterfield.Subcontractor	insulation and drywall	\$698.00
2	CH.8-20002.S City Hall Main Job.DFH Bid - Topeka Foundry.Subcontractor	Wood Trim	\$200.00

#	Budget Code	Description	Amount
3	CH.80-10007.C City Hall Main Job.Owner Contingency.Contingency	Owner Contingency	\$(936.56)
Subtotal:			\$(38.56)
General Liability (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Builders Risk (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Bonds (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Subguard (1.75% Applies to Subcontractor.):			\$15.72
Warranty (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Fee (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Construction Contingency (≈ -99.98% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$22.84
Grand Total:			\$0.00

Chris Birkenmaier (TreanorHL - Topeka)
719 SW Van Buren St., Suite 200
Topeka, Kansas 66603

City of Independence Kansas
811 W. Laurel St.
Independence, Kansas 67301

McCownGordon Construction, LLC
850 Main Street
Kansas City, Missouri 64105

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McCownGordon
255 N. Mead, Suite #200
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Project: 1-07-1388 - Independence City Hall & Fire/EMS Add'n/Remodel
217 E Myrtle St, (City Hall), 900 Block of Myrtle St (Fire/EMS)
Independence, Kansas 67301

DRAFT

Prime Contract Change Order Request #040: CE #061 - PR-04

TO:	City of Independence Kansas 811 W. Laurel St. Independence, Kansas 67301	FROM:	McCownGordon Construction, LLC 850 Main Street Kansas City, Missouri 64105
CHANGE ORDER REQUEST NUMBER / REVISION:	040 / 0	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Draft	CREATED BY:	Brandon Brinker (McCownGordon - Wichita)
SCHEDULE IMPACT:		DATE CREATED:	2/15/2023
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

CHANGE ORDER REQUEST TITLE: CE #061 - PR-04

CHANGE ORDER REQUEST DESCRIPTION:

CE #061 - PR-04

1. Paint the metal post of two (2) existing exterior historic light fixtures with round glass globes located at the west entrance of building. Surface prep SP-3. Color to be a dark bronze paint color matching window paint color.
2. Modifications to 60-min FR wood door frames
3. Delete glazing film GF-1 throughout
4. Add one layer of 3/8" drywall on adjacent walls

ATTACHMENTS:

[CH-PR 04.pdf](#) , [Transmittal - 00499.pdf](#) , [AWA #2.pdf](#) , [Glazing Pricing.msg](#) , [RE_Pr #04.msg](#) , [CO Change Out Wood Door Frame and Replace with Hollow Metal Frame drywall bothsides MGC.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
042	City of Independence Kansas	CE #061 - PR-04		\$0.00
Total:				\$0.00

CHANGE ORDER REQUEST LINE ITEMS:

PCO # 042: CE #061 - PR-04

#	Budget Code	Description	Amount
1	CH.9-90001.S City Hall Main Job.Resinous, PC - Artistic Polish.Subcontractor	Paint light pole bases	\$900.00
2	CH.8-81001.S City Hall Main Job.Glass & Glazing - Binswanger.Subcontractor	Glass/Glazing changes	\$(160.00)
3	CH.8-20002.S City Hall Main Job.DFH Bid - Topeka Foundry.Subcontractor	Door Frame Changes	\$(3,569.00)
4	CH.8-20002.S City Hall Main Job.DFH Bid - Topeka Foundry.Subcontractor	Wood Modifications	\$800.00
5	CH.9-25001.S City Hall Main Job.Drywall Sub -Danny Satterfield.Subcontractor	PR-04 Drywall	\$494.00

#	Budget Code	Description	Amount
6	CH.80-10007.C City Hall Main Job.Owner Contingency.Contingency	Owner Contingency	\$1,535.00
Subtotal:			\$0.00
General Liability (0.95% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Builders Risk (0.35% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Bonds (0.90% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Subguard (0.00% Applies to Subcontractor.):			\$0.00
Warranty (0.50% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Fee (2.25% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$(0.00)
Construction Contingency (2.50% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$(0.00)
Grand Total:			\$0.00

Chris Birkenmaier (TreanorHL - Topeka)
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Topeka, Kansas 66603

City of Independence Kansas
811 W. Laurel St.
Independence, Kansas 67301

McCownGordon Construction, LLC
850 Main Street
Kansas City, Missouri 64105

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McCownGordon
255 N. Mead, Suite #200
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Project: 1-07-1388 - Independence City Hall & Fire/EMS Add'n/Remodel
217 E Myrtle St, (City Hall), 900 Block of Myrtle St (Fire/EMS)
Independence, Kansas 67301

DRAFT

Prime Contract Change Order Request #041: CE #067 - CH ASI-004

TO:	City of Independence Kansas 811 W. Laurel St. Independence, Kansas 67301	FROM:	McCownGordon Construction, LLC 850 Main Street Kansas City, Missouri 64105
CHANGE ORDER REQUEST NUMBER / REVISION:	041 / 0	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Draft	CREATED BY:	Brandon Brinker (McCownGordon - Wichita)
SCHEDULE IMPACT:		DATE CREATED:	2/15/2023
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

CHANGE ORDER REQUEST TITLE: CE #067 - CH ASI-004

CHANGE ORDER REQUEST DESCRIPTION:

CE #067 - CH ASI-004
Per ASI-004:

1. G000: Add sheet A742 to drawing Index, as shown.
2. C200: Construct sidewalk along the east side of the site, as shown. The northern portion of sidewalk is per the current sidewalk detail. The portion of the sidewalk which abuts the French drain is to have a thickened edge per the revised French drain detail. Where the sidewalk connects to carport walls, construct new stairs and walls per the referenced detail.
3. C201: Construct sidewalk per the dimensions, as shown.
4. C300: Construct sidewalk and stairs per the elevations and slopes, as shown.
5. C401:
 - a. Adjust location of structure B2 so it is centered in the sidewalk section.
 - b. Locate foundation drains 7' from areaway walls, as shown in plan and section views.
 - c. Adjust the length of pipes B4 and B6, as shown.
6. C501: Construct stairs and walls where sidewalk connects to existing carport walls, as shown in detail B1.
7. L500: Construct sidewalk with thickened edge along the French drain as shown in detail C3.
8. A1/A101:
 - a. Transformer pad location: dimension updated per RFI 20 response - Transformer pad moved 18" west per utility company request. As shown.
 - b. Courtroom 121: Add enlarge plan callout reference at west wall.
 - c. Stair 2: Adjust dimension of east gyp bd partition, as shown.
 - d. Break 145: Modify wing wall partition to B3 (required for future locker clearances), as shown.
9. B1/A402: Adjust Bookings desk (counter and partial height CMU) dimensions to match millwork submittal, as shown.
10. A1/A501: Adjust location of gyp. furring and control joint cover.
11. A2/A501: Update detail reference numbers, as shown.
12. B4/A501:
 - a. Update detail to indicate two beams at 1st and 2nd floors to match structural & updated floor level reference text to 2ND FLOOR, as shown.
 - b. Add structural beam at 3rd floor opening, as shown.
13. A1/A721: Add detail and callout references to gyp. soffits and wood paneled wall/soffit, as shown.
14. A742: Add sheet to set. Wood paneling and light shaft details, as shown.
15. S101: Adjust S.J. locations, as shown.
16. S103: Add beams and connections, as shown on attached drawing.

ATTACHMENTS:

[CH-ASI 04.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
043	City of Independence Kansas	CE #067 - CH ASI-004		\$0.00

Total:	\$0.00
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CHANGE ORDER REQUEST LINE ITEMS:

PCO # 043: CE #067 - CH ASI-004

#	Budget Code	Description	Amount
1	CH.5-10001.S City Hall Main Job.Structural Steel - Metal Arts.Subcontractor	ASI-04 Add steel	\$3,206.00
2	CH.6-40001.S City Hall Main Job.Millwork Bid - Timberline.Subcontractor	ASI-04 Millwork (added details should be no change)	\$0.00
3	CH.3-05001.S City Hall Main Job.Concrete Flatwork Bid - Koehn.Subcontractor	ASI-04 Concrete	\$600.00
4	CH.2-66001.S City Hall Main Job.Site Utilities Bid - Nowak.Subcontractor	ASI-04 Utilities (added details should be no change)	\$0.00
5	CH.80-10007.C City Hall Main Job.Owner Contingency.Contingency	Owner Contingency	\$(3,969.43)
Subtotal:			\$(163.43)
General Liability (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Builders Risk (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Bonds (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Subguard (1.75% Applies to Subcontractor.):			\$66.61
Warranty (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Fee (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Construction Contingency (≈ -99.99% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$96.82
Grand Total:			\$0.00

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Topeka, Kansas 66603

City of Independence Kansas
811 W. Laurel St.
Independence, Kansas 67301

McCownGordon Construction, LLC
850 Main Street
Kansas City, Missouri 64105

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McCownGordon
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Project: 1-07-1388 - Independence City Hall & Fire/EMS Add'n/Remodel
217 E Myrtle St, (City Hall), 900 Block of Myrtle St (Fire/EMS)
Independence, Kansas 67301

DRAFT

Prime Contract Change Order Request #042: CE #092 - Basement Gyp Furring

TO:	City of Independence Kansas 811 W. Laurel St. Independence, Kansas 67301	FROM:	McCownGordon Construction, LLC 850 Main Street Kansas City, Missouri 64105
CHANGE ORDER REQUEST NUMBER / REVISION:	042 / 0	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Draft	CREATED BY:	Brandon Brinker (McCownGordon - Wichita)
SCHEDULE IMPACT:		DATE CREATED:	2/15/2023
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

CHANGE ORDER REQUEST TITLE: CE #092 - Basement Gyp Furring

CHANGE ORDER REQUEST DESCRIPTION:

CE #092 - Basement Gyp Furring
Price to remove gyp furring from East Wall of basement per the attached sketch.

ATTACHMENTS:

[PR 05 - Basement East Furring.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
044	City of Independence Kansas	CE #092 - Basement Gyp Furring		\$0.00
Total:				\$0.00

CHANGE ORDER REQUEST LINE ITEMS:

PCO # 044: CE #092 - Basement Gyp Furring

#	Budget Code	Description	Amount
1	CH.9-25001.S City Hall Main Job.Drywall Sub -Danny Satterfield.Subcontractor	Removal of Gyp Furring	\$(1,907.00)
2	CH.80-10007.C City Hall Main Job.Owner Contingency.Contingency	Owner Contingency	\$1,907.00
Subtotal:			\$0.00
General Liability (0.95% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Builders Risk (0.35% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Bonds (0.90% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Subguard (0.00% Applies to Subcontractor.):			\$0.00
Warranty (0.50% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Fee (2.25% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Construction Contingency (2.50% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Grand Total:			\$0.00

Chris Birkenmaier (TreanorHL - Topeka)
719 SW Van Buren St., Suite 200
Topeka, Kansas 66603

City of Independence Kansas
811 W. Laurel St.
Independence, Kansas 67301

McCownGordon Construction, LLC
850 Main Street
Kansas City, Missouri 64105

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McCownGordon
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Project: 1-07-1388 - Independence City Hall & Fire/EMS Add'n/Remodel
217 E Myrtle St, (City Hall), 900 Block of Myrtle St (Fire/EMS)
Independence, Kansas 67301

DRAFT

Prime Contract Change Order Request #043: CE #100 - Sallyport roof plywo

TO:	City of Independence Kansas 811 W. Laurel St. Independence, Kansas 67301	FROM:	McCownGordon Construction, LLC 850 Main Street Kansas City, Missouri 64105
CHANGE ORDER REQUEST NUMBER / REVISION:	043 / 0	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Draft	CREATED BY:	Brandon Brinker (McCownGordon - Wichita)
SCHEDULE IMPACT:		DATE CREATED:	2/15/2023
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

CHANGE ORDER REQUEST TITLE: CE #100 - Sallyport roof plywo

CHANGE ORDER REQUEST DESCRIPTION:

CE #100 - Sallyport roof plywood
add 3/4" Plywood across the existing sallyport steel decking.

ATTACHMENTS:

[Independence City Hall Plywood Decking Proposal.xlsx](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
045	City of Independence Kansas	CE #100 - Sallyport roof plywo		\$0.00
Total:				\$0.00

CHANGE ORDER REQUEST LINE ITEMS:

PCO # 045: CE #100 - Sallyport roof plywo

#	Budget Code	Description	Amount
1	CH.7-53001.S City Hall Main Job.Roofing Bid - Joplin Roofing.Subcontractor	Plywood Decking & Install	\$9,426.00
2	CH.7-53001.M City Hall Main Job.Roofing Bid - Joplin Roofing.Material	Misc. parts	\$650.00
3	CH.80-10007.C City Hall Main Job.Owner Contingency.Contingency	Owner Contingency	\$(10,496.98)
Subtotal:			\$(420.98)
General Liability (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Builders Risk (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Bonds (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Subguard (1.75% Applies to Subcontractor.):			\$164.96
Warranty (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Fee (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Construction Contingency (-100.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$256.02
Grand Total:			\$0.00

Chris Birkenmaier (TreanorHL - Topeka)
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Topeka, Kansas 66603

City of Independence Kansas
811 W. Laurel St.
Independence, Kansas 67301

McCownGordon Construction, LLC
850 Main Street
Kansas City, Missouri 64105

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Independence Projects - Owner Contingency



Amount from
Contract:

\$367,762

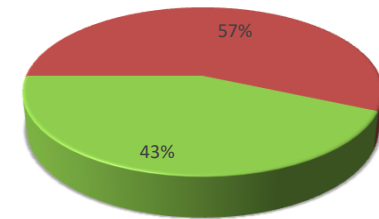
Current Amount:

\$159,650.62

Executed OCO

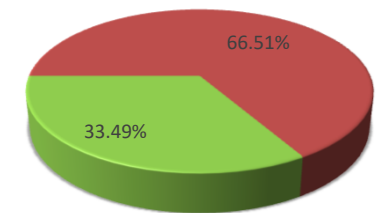
PCCO	COR #	Executed	Date	(+ / -)	COR Total	Description
4	4	y			\$320,279.81	City Hall VE Items
3	5	y	4/27/2022		\$386.61	April Misc Changes (metal building, door hardware, ASI-02, ASI-03)
4	12	y			(\$13,000.00)	City Hall Generator
3	6	y	8/22/2022		\$37,965.77	Fire and EMS VE items
					(\$65,000.00)	Per City - Reserved for Networking
4	13	y	10/4/2022		(\$8,900.00)	City Hall Mow Strip/Sidewalk
4	17	y	11/3/2022		(\$579.98)	PR-03 Plumbing and Electrical
4	18	y	11/3/2022		(\$2,021.00)	PR-002 Dumbwaiter shaft modificaions
4	19	y	11/3/2022		(\$2,775.77)	PR-001 Rest Room Drain
4	20	y	11/3/2022		\$1,530.23	ASI-01
4	22	y	11/8/2022		(\$14,652.00)	Sidewall Sprinklers
4	14	y	10/6/2022		(\$600.00)	ASI-08 Exterior Concrete
4	15	y	10/6/2022		(\$500.00)	Extra Curb
4	16	y	10/6/2022		(\$317.90)	Shower Floor Tile
4	24	y	12/6/2022		(\$2,067.06)	Drywall patches for card readers
4	21	y	12/6/2022		(\$407.00)	Corner Trim damage
4	25	y	12/6/2022		\$7,600.00	locker allowance
4	29	y	1/3/2023		(\$10,262.47)	CH ASI-02
4	27	y	1/3/2023		(\$3,942.81)	Millwork Changes
4	26	y	1/3/2023		(\$1,722.00)	Wood Trim Changes
4	23	y	1/3/2023		(\$468.00)	Powder Coat Overhead Door
4	30	y	1/3/2023		(\$19,843.04)	Owner contingency true up
			2/10/2023		(\$3,340.00)	Per City - Data changes
	31	y	1/24/2023		(\$2,190.17)	EMS access control - electrical
	32	y	1/24/2023		(\$1,214.97)	EMS Floor sink
	33	y	1/24/2023		(\$16,269.83)	City Hall Generator
	34	y	1/24/2023		(\$2,885.38)	Fire Pole infil
	35	y	1/24/2023		(\$10,060.00)	Replace Roof Decking
	36		2/15/2023		(\$7,406.95)	Plaster in Rooms 211 & 215
	37		2/15/2023		(\$4,380.34)	RTU Support
	38		2/15/2023		(\$1,344.16)	Fur out walls in 115 & 219B
	39		2/15/2023		(\$936.56)	2nd Floor skylight
	40		2/15/2023		\$1,535.00	PR-04
	41		2/15/2023		(\$3,969.43)	ASI-04
	42		2/15/2023		\$1,907.00	Remove drywall in basement
	43		2/15/2023		(\$10,496.98)	3/4" plywood over sallyport roof decking
TOTAL				\$0	\$159,650.62	

Owner Contingency



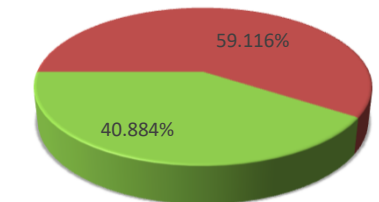
■ Used ■ Remaining

Project Duration (Months)



■ On-Site ■ Remaining

% Billed



■ % Billed ■ % Remaining

McCownGordon
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Project: 1-07-1388 - Independence City Hall & Fire/EMS Add'n/Remodel
217 E Myrtle St, (City Hall), 900 Block of Myrtle St (Fire/EMS)
Independence, Kansas 67301

DRAFT

Prime Contract Change Order Request #044: CE #101 - ASI-05 911 center

TO:	City of Independence Kansas 811 W. Laurel St. Independence, Kansas 67301	FROM:	McCownGordon Construction, LLC 850 Main Street Kansas City, Missouri 64105
CHANGE ORDER REQUEST NUMBER / REVISION:	044 / 0	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Draft	CREATED BY:	Brandon Brinker (McCownGordon - Wichita)
SCHEDULE IMPACT:		DATE CREATED:	2/22/2023
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

CHANGE ORDER REQUEST TITLE: CE #101 - ASI-05 911 center

CHANGE ORDER REQUEST DESCRIPTION:

CE #101 - ASI-05 911 center

Per the attached ASI 05

MEP – Add the following items listed below and as shown on attach drawings.

- TV power and pathway for (2) tvs on north wall of dispatch.
- Power and pathway for radios on east wall of dispatch.
- UPS twist lock, qty 2. One at each 911 desk. These will feed the UPS'.
- (2) Twist locks to feed "out" to other receptacles. These will be powered from UPS'.
- Pathways between radio area, basement IT, and dispatch ceiling.
- Power and pathways on 3rd floor for radio equipment.
- Sheet E102A added with enlarged plan of Dispatch and Electrical Riser Diagram.

ATTACHMENTS:

[Transmittal - 00567.pdf](#) , [CH-ASI 05.pdf](#) , [City Hall 911 Dispatch .msg](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
046	City of Independence Kansas	CE #101 - ASI-05 911 center		\$0.00
Total:				\$0.00

CHANGE ORDER REQUEST LINE ITEMS:

PCO # 046: CE #101 - ASI-05 911 center

#	Budget Code	Description	Amount
1	CH.16-05001.S City Hall Main Job.Electrical - Kelly Electric.Subcontractor	ASI-05	\$11,785.00

#	Budget Code	Description	Amount
2	CH.80-10007.C City Hall Main Job.Owner Contingency.Contingency	Owner Contingency	\$(12,291.02)
Subtotal:			\$(506.02)
General Liability (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Builders Risk (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Bonds (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Subguard (1.75% Applies to Subcontractor.):			\$206.24
Warranty (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Fee (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Construction Contingency (-100.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$299.78
Grand Total:			\$0.00

Chris Birkenmaier (TreanorHL - Topeka)
719 SW Van Buren St., Suite 200
Topeka, Kansas 66603

City of Independence Kansas
811 W. Laurel St.
Independence, Kansas 67301

McCownGordon Construction, LLC
850 Main Street
Kansas City, Missouri 64105

SIGNATURE DATE

McCownGordon

SIGNATURE DATE

Page 2 of 2

SIGNATURE DATE

Printed On: 2/22/2023 02:27 PM

Page 203 of 520

Brandon Brinker

From: JD Kelley <jdkelley@kelleyelectricinc.com>
Sent: Wednesday, February 22, 2023 7:34 AM
To: Brandon Brinker
Cc: Randy Kelley; Blake Satterfield
Subject: City Hall 911 Dispatch



Scope:

- Excavate from Dispatch to IT Room. Install 4 – 2" raceways.
- Install 2 – 2" raceways from basement IT room to 3rd floor.
- Install 2 – 2" raceways on east wall of dispatch through roof.
- Install 2 data and 2 outlets on north wall for TVs.
- Install 2 twist-lock outlets for the UPS system.

TOTAL COST = \$11,785.00

JD Kelley

PO Box 223 | 1427 S. 10th Street
Independence, KS 67301
620.331.1774 Office | 620.205.8877 Cell
www.kelleyelectricinc.com

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**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 23, 2023**

Department Street

Director Approval John Garris

AGENDA ITEM Consider approving rapid flash beacon installation at Locust and Penn and at East 5th and Main.

SUMMARY RECOMMENDATION Authorize beacon installation.

BACKGROUND A local parent requested enhanced protection at Locust and Penn to alert traffic that there is a school crosswalk at that location. After analysis, it appears that another intersection, East 5th and Main, has high levels of traffic and could also benefit from the use of enhanced protection.

The state of Florida conducted research in conjunction with the Federal Highway Administration, and found that rapid flashing LED lights under the signs had a significant impact on the safety of intersections. These are commercially available, solar powered, and can easily be installed by personnel from our Street Department.

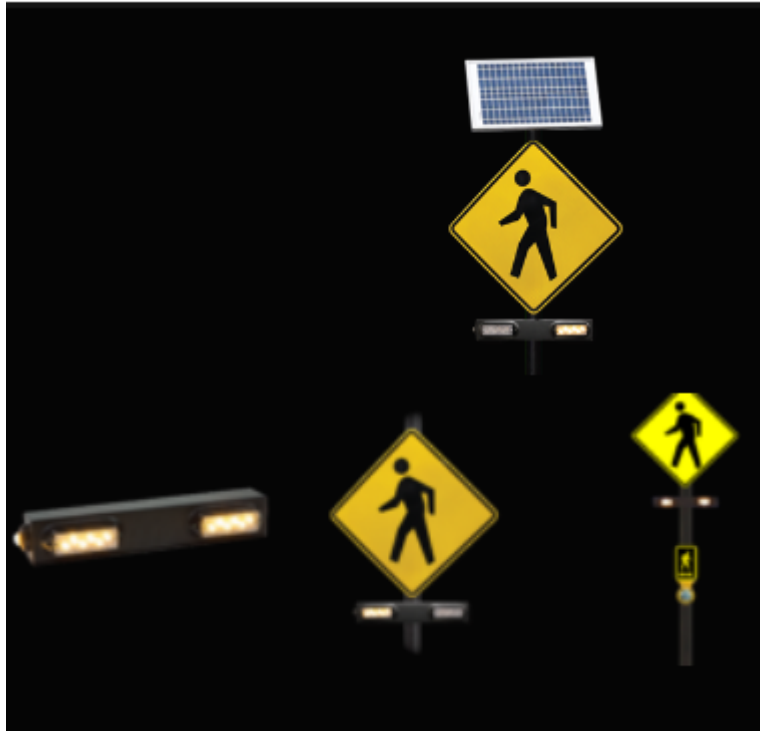
These meet KDOT specifications, and the City is approved to install them. The cost of these beacons is approximately \$10,000 per intersection, so adding them at both intersections would cost approximately \$20,000.

FINANCIAL INFORMATION This project will be funded from Street Department general funds.

SUGGESTED MOTION I move to approve the purchase and installation of rapid flash beacons at the school crossings at the intersections of Locust and Penn and at East 5th and Main.

SUPPORTING DOCUMENTS

1. Flasher Example





**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 23, 2023**

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider approving a change order with Tri-Star Utilities, Inc.

SUMMARY RECOMMENDATION Authorize change order.

BACKGROUND The initial contract specified 1,652 feet of lining for 12” pipe that, after field investigation, was found to be 15” pipe. City documents provided to TranSystems for use in preparing the bid documents were incorrect, and field measurement of these types of systems without a full camera inspection is difficult and can provide inconclusive results (i.e., the old clay pipes had inconsistent ends, wall thickness, cross section, and there is often water and debris in the manhole.

This result is a net change order (as attached) of \$66,641.68.

FINANCIAL INFORMATION This project is part of the CDBG Grant and the KDHE Sewer Loan. Increases in cost will come from the KDHE Sewer Loan, where payments come from the Water/Sewer and/or Water/Sewer Capital Reserve funds.

SUGGESTED MOTION I move to approve Change Order Number One with Tri-Star Utilities for the net amount of \$66,641.68 and the execution of any necessary documents.

SUPPORTING DOCUMENTS

1. CO 1 signed



Change Order

PROJECT:	CHANGE ORDER NO.: 001	Owner	X
Basin V / Lakeview Liftstation	DATE: 2/8/2023	Engineer	X
		Contractor	X
TO CONTRACTOR	PROJECT NUMBER P112200039	Field	X
Tri-Star Utilities, Inc.	CONTRACT DATE: 6/20/2022	Other	
P.O. Box 903	CONTRACT FOR: General Construcion		
Independence, KS 67301			

THE CONTRACT IS CHANGED AS FOLLOWS:

Several segments that the contract calls out as 12" but field measures as 15". This will remove 1652 ft. from Line item 11 and will add a line item 22 for the Sanitary Sewer 15" CIPP

Line	Description	Unit	Unit Price	Plan Qty.	Act. Qty.	Diff.	Cost Diff.
11	Sanitary Sewer 12" CIPP	LF	\$ 45.30	4709.0	3057.0	-1652.0	\$ (74,835.60)
22	Sanitary Sewer 15" CIPP	LF	\$ 85.64	0.0	1652.0	1652.0	\$ 141,477.28
Total of this Change Order							\$ 66,641.68

Original Contract Sum	\$ 1,728,831.80
Net Change by Previously authorized Change Orders	\$ -
Contract Sum Prior to this Change Order	\$ 1,728,831.80
Contract Sum will be Increased by this Change Order by	\$ 66,641.68
New Contract Sum Including this Change Order	\$ 1,795,473.48

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

TranSystems
ENGINEER (Firm Name)

115 S. 6th, Independence, KS
ADDRESS


BY (Signature)

Trista Bynum
(Typed Name)

2-8-23
DATE

Tri-Star Utilities, Inc.
CONTRACTOR (Firm Name)

P.O. Box 903, Independence, KS
ADDRESS


BY (Signature)

Dave Chism
(Typed Name)

DATE

City of Independence
OWNER (Firm Name)

311 W. Laurel St., Independence
ADDRESS

BY (Signature)

John Garris
(Typed Name)

DATE



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 23, 2023

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider authorizing the underwater diving work at the Water Treatment Plant.

SUMMARY RECOMMENDATION Authorize diving work.

BACKGROUND In 2022, the City engaged with Underwater Construction Corporation to repair the travelling screen in the pumping structure at the Water Treatment Plant. During their work to repair the screen, they noted that the structure was filled with silt that had, over time, deposited at the bottom of the structure as water was pulled into the pump intakes and had interfered with the travelling screen. This silt has clogged the inlet of the pumps on more than one occasion, and the silt should be removed for reliable operation of the pumps. The silt was also at a level that would interfere with water being able to reach the pump intakes if the river had dropped.

It is not known when the sediment was last removed.

Ed Sykes has contacted KDHE and has obtained written confirmation that this sediment may be rejected back to the river without issue, since no water treatment process has acted upon it, and it has never left the river – it has been “part of” the river the whole time.

Underwater Construction Corporation provided a price to the City for this work. In order to verify competitiveness, comparable pricing was requested from two other companies, Atlas-SSI, and Evoqua Water Technologies. The pricing is shown on the attached summary.

Despite the projected costs of Atlas-SSI being 4.2% less (\$1,763.50) than Underwater, it is felt by Water Treatment Plant leadership that Underwater is preferred because of their superior knowledge of the actual field conditions. Additionally, the Atlas-SSI proposal has some scope items of indeterminate cost that would be the responsibility of the City whereas Underwater does not. One consideration about the scope items is that any inadvertent delay of providing them for Atlas-SSI would be a potential cost increase.

While it is felt that the cost of \$43,951 will account for all known scope, there is the potential for exceedance of this number due to changes in scope discovered during the removal of sediment.

The City has negotiated acceptable terms and conditions with Underwater.

FINANCIAL INFORMATION This project is considered general maintenance, and will be funded through the Water/Sewer fund.

SUGGESTED MOTION I move to authorize diving work to remove sediment by

Underwater Construction Corporation on the prices as noted in their proposal and the execution of any necessary documents.

SUPPORTING DOCUMENTS

1. Summary Pricing
2. UCC's Proposal T-3176 Rev. 01
3. S2212-1182 City of Independence, KS T&M for Mud Pumping approximately 7-12 feet of sediment

	Underwater	Atlas	Evoqua
Mobi	\$ 9,005.00	\$ 6,500.00	\$ 28,150.00
Day rate	\$ 6,050.00	\$ 5,187.50	\$ 5,996.00
Day rate x5	\$ 30,250.00	\$ 25,937.50	\$ 29,980.00
City Costs	\$ -	\$ 3,500.00	\$ -
Pump	\$ 4,696.00	\$ 6,250.00	\$ 4,400.00
	\$ 43,951.00	\$ 42,187.50	\$ 62,530.00

December 14, 2022

Independence WTP
520 Oak Street
Independence, KS 67301

Attention: Mr. Ed Sykes
Email: waterplant@independences.gov
Office: 620-332-2515
Mobile: 620-515-2530

Subject: Diving Support Services – Independence Water Treatment Plant – Intake Sediment Removal.
UCC Proposal No. T-3176 Rev. 01

Reference: Phone conversation with Ed Sykes during October, 2022.
Rev. 01 – Phone conversation with Ed Sykes on December 13, 2022.

Dear Mr. Sykes:

Underwater Construction Corporation (UCC) appreciates the opportunity to offer this revised proposal to Independence, KS Water Treatment Plant for the diving services referenced above.

Rev. 01 – Itemizing 6" Dri-Prime pump pricing.

All Underwater Construction Corporation (UCC) operations comply with OSHA Commercial Diving Rules and Regulations 1910, Subpart "T" and UCC's Safe Practices Manual. UCC is a member of the Association of Diving Contractors International (ADCI).

Scope of Work

UCC will provide Independence, KS Water Treatment Plant with diving support for the sediment removal from the raw intake bay discovered during UCC's recent inspection. UCC will utilize a 6" Dri-Prime pump and hose to discharge the sediment thru the trash rack and into the river.

Personnel Loading

UCC would provide the following personnel loading, as a minimum, to support this project in a safe and efficient manner. UCC's proposed personnel loading for this project will support up to one (1) diver in the water at a time, as a maximum.

- One (1) Diver Supervisor
- Three (3) Divers

AN EQUAL OPPORTUNITY EMPLOYER

Equipment

UCC's pricing includes the use of the following equipment and materials as required:

- Two (2) Crew cab trucks
- One (1) Dive trailer
- One (1) Shallow water dive package
- One (1) Generator
- One (1) U/W video system
- One (1) Water heater
- One (1) Pressure washer
- Twelve (12) 20' Sections of 6" hose
- One (1) Welder
- One (1) U/W cutting rig
- One (1) Diver ladder
- One (1) Diver extraction system
- One (1) Velocity meter
- Two (2) Spill guards
- Misc. fuel, oil, compressed gases, etc.

Rental Equipment

- One (1) 6" Dri-Prime pump

UCC's All-Inclusive Four (4) Person Dive Team Rates

1. UCC's All-Inclusive mobilization or demobilization price for a four (4) person crew and equipment each way, does not include onsite services is: **\$ 4,366.00.**
2. UCC's All-Inclusive Daily Rate for a four (4) person dive team and equipment for the first ten (10) hours worked each day, Monday-Friday is: **\$ 6,050.00/day.**
3. UCC's All-Inclusive Daily Rate for a four (4) person dive team and equipment for the first ten (10) hours worked on Saturdays is: **\$ 7,326.00/day.**
4. UCC's All-Inclusive Daily Rate for a four (4) person dive team and equipment for the first ten (10) hours worked on Sundays and holidays is: **\$ 8,921.00/day.**
5. UCC's All-Inclusive Hourly Overtime Rate (applicable after ten [10] hours Monday-Saturday) for a four (4) person crew is: **\$ 550.00/hr.**
6. UCC's All-Inclusive Hourly Double-time Rate (applicable after ten [10] hours Sundays and holidays) for a four (4) person crew is: **\$ 707.00/hr.**
7. Offsite report, project document preparation, equipment load, onsite meeting as required, will be invoiced at **\$65.00/hr.**, minimum four (4) hours.
8. Per Diem of, **\$165.00** will be invoiced for each non-working day/s per crew member while on assignment away from UCC's office.

Budgetary Price

UCC's budgetary price is based on the above rates, one (1) round trip mobilization of the above-referenced crew and equipment each way, the above-referenced crew working five (5) ten (10) hour weekdays, Dri-Prime rental pump of \$4,969.00 would be: **\$43,951.00.**

Rentals, Consumables and Supplies

If required, all rentals, consumables and supplies required will be invoiced at cost plus 10%.

UCC will provide equipment rates for additional equipment once a contract or purchase order is issued or upon request.

UCC has assumed the following points to develop the proposed all-inclusive day rate pricing:

- Water is less than 20' in depth.
- Distance from the diver entry point to the water surface is 15'.
- Four (4) Baskets can be removed to pass pump hose through TWS
- No penetration dive will be required.
- Project located at 520 E oak St, Independence, KS 67301.
- Dive trailer and equipment can be set up within 100' of the diver entry point.

UCC has assumed that Independence, KS Water Treatment Plant. or others will provide the following to support the previously stated services:

- Any and all permitting, as required.
- Unrestricted access to the work area.
- All stay in place material.
- Engineering as required.
- Final disposal of any generated trash, etc.
- All sediment can be discharged out the trash racks and into the river

UCC's proposal is valid for sixty (60) days from the date of issuance unless otherwise noted.

UCC assumes that the flow rate will allow for safe diving. If the current velocity exceeds two feet (2') per second, the UCC Division Manager shall be contacted prior to diving. Diving operations will not resume until hazardous conditions have been made safe.

UCC has attached equipment rates in the event additional equipment is required.

UCC's services will involve underwater video equipment; however, the successful use of this equipment may be limited by underwater visibility, water clarity, and/or water turbidity. Underwater video equipment is included in the pricing provided herein.

All pricing, as offered, excludes any applicable sales and/or use tax. Invoices for services will be submitted upon completion and are payable in full within thirty (30) calendar days. Past due accounts are subject to 1.5% interest per month (18% per annum) on the unpaid balance.

Once again, we appreciate Independence, KS Water Treatment Plant consideration of allowing UCC to provide our professional services for this project. If you have any questions, please feel free to contact me at (888) 872-3483 or if you would like to schedule services, please contact Brandon Wheeler (833) 872-3483.

Sincerely,



Ryan Clark

Company Name (Print) _____

Name (Print) _____

Title (Print): _____

Sign: _____

Date: _____

In the event you do not have an established purchase order form or process, please complete the above information, sign, date, and return this proposal to Robert Braley via fax to (860) 767-0612, or PDF via email to bbraley@uccdive.com. By signing this proposal, this will constitute a mutual agreement and you are acknowledging acceptance of this proposal and its terms and conditions in its entirety.

TERMS AND CONDITIONS

(Rev 4.12)

Those items checked are specific to this proposal and any subsequent service contract.

☒ These terms and conditions are the primary overriding terms and conditions of services.

☐ These terms and conditions are supplementary to an existing contract.

1) **Warranty:**

- a) ☐ UCC warrants that services provided by UCC will be free from defects in workmanship under conditions of normal use for a period of sixty (60) calendar days from the date of final services. UCC shall have no obligation to perform any rework unless written notice of claim is received by UCC within this warranty period.
- b) ☐ For products sold, installed or applied by UCC but manufactured by others, UCC makes no warranty but agrees to assign to the customer whatever warranty the product manufacturer provides.
- c) ☒ Except as expressly provided herein, UCC makes no other warranty or guarantee of any kind, express or implied, including any warranty of merchantability of products or for suitability of products selected or requested by others for the intended purpose.

2) **Definitions of Hours:**

- a) ☒ All open shop services will be invoiced based on a minimum eight (8) hour day Monday through Friday at the straight time rate. Overtime hours are billable after eight (8) hours Monday through Friday and for all hours worked on Saturdays. Double-time will be invoiced for all hours worked on Sundays and Holidays as listed below.
 - i) ☐ UCC-recognized company holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Additionally, any customer holidays that differ from UCC's will be considered UCC holidays.
- b) ☒ Emergent services, defined as services requested and response required within twenty-four hours, may be subject to premium time charges (i.e., shop time, travel time, site hours and travel expense).

3) **Acceptance of Services:**

- a) ☒ Signed manifests for time and material services or signed delay sheets are considered a customer's formal acceptance of work performed. Signed manifests and delay sheets shall also be used for final invoicing by UCC.
- b) ☒ UCC will have U/W video available; however, this equipment's effectiveness is limited by in-water visibility.
- c) ☒ By accepting UCC's proposal with these terms and conditions attached, you are accepting UCC's terms and conditions as identified herein.
- d) ☒ Starting time for services shall be mutually agreed upon in advance and is subject to the availability of UCC's personnel and equipment.
- e) ☒ Unless otherwise stated in a previously established contract, services will not be provided until the customer signs and returns this quote, or issues a purchase order referencing this quote in its entirety.

4) **Cancellation of Services:**

- a) ☒ If a project is canceled after UCC's personnel have been mobilized, travel and/or material charges will be applicable. Related charges will be invoiced in accordance with the existing service contract or as identified in the proposal.

5) **Safety:**

- a) ☒ UCC management and safety departments will solely determine whether conditions are conducive to safe diving operations per UCC's Safe Practices Manual.
- b) ☒ UCC assumes that the flow rate will allow for safe diving. If at any time the current velocity exceeds two (2) feet per second, the UCC management and safety departments shall be contacted prior to diving. Diving operations will not resume until hazardous conditions have been made safe. UCC is not responsible for project delays due to hazardous conditions.
- c) ☒ In accordance with all Federal and State OSHA Commercial Diving Rules and Regulations 1910, Subpart "T", 29 CFR 1910.425.3 and ADCI International Consensus Standards for Commercial Diving and Underwater Operations, if a site hazard analysis reveals unforeseen conditions, additional personnel may be required and the project cost would increase accordingly. Such conditions will be communicated in advance to the customer.

6) **Client's Responsibilities**

- a) ☒ UCC is liable for their employees; client is responsible for any individual, including himself, herself, or any invitee or other contractors around UCC's work site and our equipment.
- b) ☒ Client is responsible for having permits in place, if required. If permits, bonding, or additional insurance are required to be supplied by UCC, additional costs would be invoiced as additional services.
- c) ☒ Unless otherwise stated, UCC is not responsible for liquidated or consequential damages.

7) **Wages and Rates**

- a) ☒ UCC understands that prevailing wages will not apply on this project; therefore, pricing is based upon compensating our personnel in accordance with our in-house wages.
- b) ☐ UCC's services include payment of the appropriate prevailing wages. Unless otherwise stated, should prevailing wages change over the term of the contract, UCC will be entitled to an equitable rate adjustment. Certified payroll will be provided upon request.
- c) ☒ All-inclusive daily rates, if provided, will not be prorated for partial day services, unless expressly agreed to in advance.

8) **Payment Terms and Conditions:**

- a) ☒ All pricing, as offered, excludes any applicable sales and/or use tax. For any services performed outside the state of CT, UCC is not responsible for collecting of or remittance of sales tax.
- b) ☒ Invoices for services will be submitted monthly or upon completion and are payable in full within thirty (30) calendar days. Past due accounts are subject to 1.5% interest per month (18% per annum) on the unpaid balance as well as any costs and expenses including legal fees incurred by UCC to collect any amount due hereunder.
- c) ☒ In the event an invoice is not paid within our terms, or within previously agreed upon terms, it is UCC's policy to file a lien following 60 days of delinquency.
- d) ☒ UCC's proposal is valid for sixty (60) days from date of issuance unless otherwise noted.
- e) ☒ The parties consent to jurisdiction in a Connecticut state court for any action hereunder, and the parties waive a trial by jury in any action hereunder.



Monticello Division
622 E McPherson Drive
Monticello, MS 39654

Slaughter Division
215 Highway 19
Slaughter, LA 70777

December 12, 2022

City of Independence, KS
520 East Oak
Independence, KS 67301

Attn: Mr. John Garriss
Office: 620-926-0976
E-mail : engineer@independenceks.gov

Ref: Request for Quote on 7-12' of Sediment Clearing
Atlas-SSI T&M Service Proposal # S2212-1182

Mr. Garriss

In response to your request, I have prepared the following proposal for your review. This proposal simply outlines our T&M Rate Schedules for Standard 3-Man Crew and for 4-Man Crew as an option.

TRAVEL CHARGES

Service Crew to travel from our manufacturing facilities to Independence, KS and back to Atlas-SSI.

Per Round Trip Mobilization	\$6,500.00
------------------------------------	-------------------

PER DAY RATE

Atlas-SSI shall provide qualified supervision, labor, pumping equipment, and tools necessary to execute the work. Supervision and labor is inclusive of qualified persons (certified commercial divers/mechanics) to perform all diving evolutions. 3 Man Diving Service Crew. All work will be performed under the following rate schedule.

Base Rate (per 8 hour day/3 man crew)	\$2,400.00 per day
Daily Pump Rental	\$1,250.00 per day
Daily Per Diem	<u>\$550.00 per day</u>
Total Daily Rate	\$4,200.00 per day*

ST Rate = \$300.00/hr OT Rate = \$450.00/hr DT Rate = \$600.00/hr

***Note: Estimated cost for one (1) Round Trip and three (3) 10-hour days of pumping is \$21,800.00. This does not include any additional cost for disposal or extra discharge hose rentals.**

OPTIONAL 4-Man Crew

Base Rate (per 8 hour day/4 man crew)	\$3,300.00 per day
Daily Pump Rental	\$1,250.00 per day
Daily Per Diem	<u>\$650.00 per day</u>
Total Daily Rate	\$5,200.00 per day*

ST Rate = \$412.50/hr OT Rate = \$618.75/hr DT Rate = \$825.00/hr

****Note: Estimated cost for one (1) Round Trip and three (3) 10-hour days of pumping is \$25,812.50. This does not include any additional cost for disposal or extra discharge hose rentals.***

Atlas-SSI Supplies:

1. All tools, labor and supervision.
2. Safety Representative and Designated Person-In-Charge.
3. Job Hazard Analysis prior to work, if required.
4. Hazard Mitigation Plan prior to work, if required.
5. Confined Space Entry Program prior to work, if required.
6. Approved Dive Plan prior to any diving work, if required.
7. All lifting equipment.
8. Fork-lift, if required.
9. Tool air, if required.
10. Temporary power, lighting, and service air, if required.
11. Disposal of all debris generated from the work.
12. All oil and grease required for PM's of the screens.
13. All necessary rigging (slings, shackles, come-along, chain falls, etc.)
14. Topside and underwater burning equipment.
15. Secondary containment for any equipment containing oil.
16. All underwater welding equipment, fittings, and tools.
17. All P.P.E. & safety equipment (glasses, hard hats, tape, etc.)
18. Certified commercial divers for all underwater tasks.
19. A minimum of eight (8) locks for any LO/TO requirements.

Independence KS Supplies:

1. 110/120V power for hand tools.
2. 460/480V power for submersible mud pump.
3. An approved Environmental Plan for the discharge/removal of all sediment.
4. Support for the walk-down, acceptance, and release of all Equipment Clearance Orders (ECO) ie- Equipment LO/TO.
5. All lifting equipment.***
6. Fork-lift, if required.***
7. Ladders for ingress/egress of the well.
8. Electrician for all wiring disconnects and reconnects.
9. Any permits that may be required.
10. Sanitary facilities.
11. Lock-out/ Tag-out of equipment.

******Note: Atlas-SSI can provide at Cost Plus 15% if required.***

Safety Related Items:

Atlas-SSI shall adhere to all applicable OSHA regulations. No work activities will be conducted if any unsafe condition exists. Should such a condition develop, the Station Project Manager or Safety Representative will confer with Atlas-SSI Service Crew Supervisor and determine the proper course of action to rectify the concern.

SERVICE TERMS & CONDITIONS

- 1) Atlas-SSI Three (3) man crew rate is \$300.00 per straight time hour. Our standard workdays are eight (8) hours per day, five (5) days per week Monday through Friday. Any work which is over and above a standard workday or on Saturdays will be billed at time and a half (\$450.00 per OT hour), with Sundays and holidays being double time (\$600.00 per DT hour).

STAND-BY RATE FOR WEEKDAYS (includes Per Diem)	\$2,950.00 per day
STAND-BY RATE FOR SATURDAYS (UNIT RATE)	\$2,950.00 per day
STAND-BY RATE FOR SUNDAYS (UNIT RATE)	\$2,950.00 per day

4 Man Crew

Atlas-SSI Four (4) man crew rate is \$412.50 per straight time hour. Our standard workdays are eight (8) hours per day, five (5) days per week Monday through Friday. Any work which is over and above a standard workday or on Saturdays will be billed at time and a half (\$618.75 per OT hour), with Sundays and holidays being double time (\$825.00 per DT hour).

STAND-BY RATE FOR WEEKDAYS (includes Per Diem)	\$3,950.00 per day
STAND-BY RATE FOR SATURDAYS (UNIT RATE)	\$3,950.00 per day
STAND-BY RATE FOR SUNDAYS (UNIT RATE)	\$3,950.00 per day

- 2) Any additional rental equipment, or Environmental considerations not covered under this proposal will be at cost plus 15%.
- 3) An eight (8) hour minimum will be charged per round trip mobilization.

Atlas-SSI preferred terms of sale for this agreement will be Net 30 days. These prices will remain in effect for 2022. The prices quoted are exclusive of any tax in force or which may be enacted by Federal, State, or Local Government.

We appreciate the opportunity to provide this quote to you. Should you have any questions or desire additional information, please feel free to contact me at this office.

Respectfully,



Daryle M. Richardson
Atlas-SSI, Director of Field Services
Office: 225-654-3900 ext. 123

Mobile: 225-405-7657
Fax: 225-654-3966
E-Mail: drichardson@atlas-ssi.com



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 23, 2023

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider adopting an ordinance for a text amendment to modify Appendix B - Zoning of the City Code relating to off-street parking in an industrial area.

SUMMARY RECOMMENDATION Adopt the ordinance.

BACKGROUND On February 7, 2023 the Planning Commission conducted a public hearing to consider a text amendment to modify Appendix B - Zoning of the City Code relating to off-street parking in an industrial area and any additional modifications. This topic addresses whether to allow non hard surface (gravel) parking lots in industrial zoned areas, and also updates regarding ADA. This topic was discussed extensively in 2018 and 2019 with no action taken. On February 7, 2023 the Planning Commission recommended on a 6 - 1 vote to recommend the City Commission adopt an ordinance implementing text amendments to the Code of the City of Independence, Kansas, specifically Appendix B - Zoning Code relating to Off-street parking requirements as previously recommended by the Planning Commission on December 4, 2018. Their 02/07/2023 agenda item packet is included, which also includes historical information regarding this topic.

In January of 2019, when this item was being considered by a previous Commission, discussion ensued to further modify the proposed ordinance to require non hard surface parking and loading zones to be screened from public view; and to not allow non hard surface parking and loading zones to be located in front of a facility. However, these modifications were not sent back to the Planning Commission as no action was taken and the Commission ultimately determined to continue to require hard surfacing in the M-1, light industrial and M-2, heavy industrial zoning districts.

Another alternative that could be considered would be to modify the permitted and conditional use table to allow non hard surface parking lots in industrial zones with a conditional use permit. This would require each request to come before the Planning Commission and City Commission for approval on a case-by-case basis rather than a blanket ordinance. If the Commission wished to consider this modification or any other modification from the recommended ordinance, it would be recommended to send this item back to the Planning Commission for further review with the Commission's comments.

It should be noted that there is an exception to hard surfacing for "Vehicle storage lots for the overnight storage or long-term warehousing of vehicles under one ownership" which is in the current code and applies to all zones.

It should also be noted that the Off Street Parking and Loading Regulations state in Section 701.0. - Applicability.

"At the time of erection of a new structure, or at the time of enlargement to the extent of 25 percent or more, or change in use of an existing structure within any district in the city, off-

street parking spaces shall be provided as in this section, unless the city commission deems it in the public interest to waive or modify this requirement. Parking shall be adequate to meet the demand in all cases. The following guidelines are offered but may be adjusted if sufficient evidence is presented to justify a change."

FINANCIAL INFORMATION Potential economic impact if new industrial businesses do not locate within the City due to the hard surfacing requirements.

SUGGESTED MOTION

1. If the Commission wishes to adopt the ordinance as recommended, the motion would be: "I move to adopt an ordinance implementing text amendments to the zoning code relating to off street parking requirements as recommended by the Planning Commission."
2. If the Commission is uncomfortable with the ordinance as recommended and wishes to send this item back to the Planning Commission for further modifications, then the City Commission should note what areas they would like reviewed further. The motion would be: "I move to send this item back to the Planning Commission for further consideration regarding _____."
3. If the Commission wishes to have more time to consider this item, then the motion would be: "I move to table this item until _____ (future meeting date)."
4. If the Commission does not wish to make any changes to the current ordinance, the motion would be: "I move to deny the request of the Planning Commission and leave the off street parking and loading regulations as they currently are."

SUPPORTING DOCUMENTS

1. ORDINANCE 4430 - TEXT AMENDMENT - OFF STREET PARKING
2. 02072023PZ-OffStreetParkingStaffReport
3. February 7, 2023 Planning and Zoning - Draft Minutes

ORDINANCE NO. 4430

An Ordinance Implementing Text Amendments to the Zoning Code Relating to Off Street Parking Requirements

BE IT ORDAINED by the Governing Body of the City of Independence, Kansas:

Section 1. The following portions of Article IV and Article VII of the Zoning Code are amended to read as set out hereafter. All remaining portions of Article IV and Article VII shall remain as currently stated.

ARTICLE IV. - RULES AND DEFINITIONS

403.0. - Definitions.

ADA: The Americans with Disabilities Act of 1990 and any subsequent revisions and updates as administered by the United States Department of Justice.

Parking space, off-street: A permanently surfaced dust free area (concrete, asphaltic concrete, or other comparable surface), located on property other than a public street, enclosed or unenclosed, to store one automobile, to which an automobile has direct access from a permanently surfaced drive. Such parking space shall meet the minimum "off-street parking standards" contained in article VII of this ordinance. (See also Exceptions to Section 705.1 of the Code, *Vehicle storage lots, and M-1 and M-2 districts*).

ARTICLE VII. - OFF-STREET PARKING AND LOADING REGULATIONS

705.0. - Design requirements.

705.1 Surface material: Areas used for standing or maneuvering of vehicles shall have concrete, asphalt concrete, or asphalt double-

sealed surfaces, maintained adequately for all weather use, and so drained as to avoid flow of water across sidewalks.

Exceptions:

Vehicle storage lots for the overnight storage or long-term warehousing of vehicles under one ownership.

In M-1 and M-2 districts other material may be substituted in lieu of concrete, asphalt concrete, or asphalt double-sealed surfaces for non-ADA off-street parking spaces for new parking areas and expansion of non-hard surfaced parking areas that are grandfathered in. If a business currently has a hard-surfaced parking lot, and needs to expand that parking area, they can expand it using a non-hard surfaced parking material for up to 2 years, at which time they will need to hard surface the expanded parking area [meeting the surface material requirements of 705.1] or remove the expanded parking area.

The exceptions only apply to new or expanded parking areas and do not allow for the removal and replacement of existing concrete, asphalt concrete, or asphalt double-sealed surfaces with other material.

The exceptions shall meet the following requirements:

Non-ADA off-street parking areas shall be graded, paved or otherwise improved with an all-weather, dustless material that is contained in such a manner as to not allow surface material to wash off during heavy rains, and so drained as to avoid flow of water across sidewalks.

ADA compliant parking and accessible paths to an entrance to the facility served by off-street parking shall be hard-surfaced.

705.5. Minimum parking space dimensions:

f. If 90-degree ADA car accessible space,
stall depth-19' 0"
stall width -9' 0" with 5' 0" access aisle
aisle width-25' 0"

g. If 90-degree ADA van accessible parking space,

stall depth-19' 0"
stall width-11' 0" with 5' 0" access aisle
Vertical clearance - 8' 2"
aisle width-25' 0"

705.6. Striping required: Parking spaces for dwellings shall be delineated by pavement striping and must meet minimal parking stall sizes as described above in section 705.5.

Exceptions:

Open parking spaces for one- and two-family dwelling units.

Parking lots meeting an exception in 705.1, except for markings and identifying signage for any required ADA accessible stalls.

705.7. ADA Accessibility:

- a. All off-street parking lots or garages shall meet the minimum number of accessible parking spaces as required by the ADA.
- b. Accessible parking spaces must be located on the shortest accessible route of travel to an accessible facility entrance.
- c. Accessible parking spaces shall have markings and identifying signage as required by the ADA.

Exception: Open parking spaces for one- and two-family dwelling units.

Section 2. This Ordinance shall take effect upon its publication in the official City newspaper.

Adopted by the Governing Body of the City of Independence, Kansas, on the 23rd day of February, 2023.

LOUIS YSUSI, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk



**REQUEST FOR PLANNING COMMISSION ACTION
TEXT AMENDMENT
CITY OF INDEPENDENCE
FEBRUARY 7, 2023**

Department Admin

Prepared By Lydia Collins

AGENDA ITEM Public Hearing to consider a text amendment to modify Appendix B - Zoning of the City Code relating to off-street parking in an industrial area and any additional modifications.

SUMMARY RECOMMENDATION Approve a text amendment to modify Appendix B - Zoning of the City Code relating to off-street parking in an industrial area.

BACKGROUND We have a new business that would like to construct in an industrial zone who has indicated that the hard surface requirement is creating a detriment to this potential project. Therefore, we are asking the Planning Commission to revisit this issue. The last recommendation of the Planning Commission on December 4, 2018 and action taken by the City Commission on January 24, 2019 are attached.

705. 1 Surface material: Areas used for standing or maneuvering of vehicles shall have concrete, asphalt concrete, or asphalt double- sealed surfaces, maintained adequately for all weather use, and so drained as to avoid flow of water across sidewalks.

Exception: Vehicle storage lots for the overnight storage or long-term warehousing of vehicles under one ownership.

Proposed amendment:

Definitions:

Gravel: Any use of the term gravel shall be defined as crushed stone. AB3, or any other rock that is ADA compliant for the use of off-street parking materials compacted enough to be compliant with ADA guidelines for levelness, materials. and accessibility.

Accessibility of parking and paths: All off-street parking shall have a minimum of two ADA accessible parking stalls. one van accessible and one car accessible; and must have an accessible path leading from the parking stall to the entryway of the facility. The ADA parking stalls must be the closest stalls to the facility.

Add exception:

Exception: Off-street parking for employees of businesses in M-1 or M-2 districts are allowed to utilize different gravel materials for surfacing materials. The gravel must be compliant with ADA guidelines regarding levelness, materials, and accessibility.

Exception: An accessible path must be accompanied from the parking stalls to the entry and are allowed to utilize gravel for surfacing materials.

ARTICLE VII. - OFF-STREET PARKING AND LOADING REGULATIONS

701.0. - Applicability.

At the time of erection of a new structure, or at the time of enlargement to the extent of 25 percent or more, or change in use of an existing structure within any district in the city, off-street parking spaces shall be provided as in this section, unless the city commission deems it in the public interest to waive or modify this requirement. Parking shall be adequate to meet

the demand in all cases. The following guidelines are offered but may be adjusted if sufficient evidence is presented to justify a change.

The C-3 central business district shall be exempt from complying with the following off-street parking and loading requirements.

703.0. - Off-street loading regulations.

703.1. Schools: A driveway designed for continuous forward flow of passenger vehicles for the purpose of loading and unloading children shall be located on the site of any school having a capacity greater than 25 students.

703.2. Merchandise, materials, or supplies: Buildings or structures to be built or substantially altered which receive and distribute material or merchandise by truck shall provide and maintain off-street loading berths in sufficient numbers and size to adequately handle the needs of the particular use. If loading space has been provided in connection with an existing use or is added to an existing use, the loading space shall not be eliminated if elimination would result in less space than is required to adequately handle the needs of the particular use. Off-street parking areas used to fulfill the requirements of this ordinance shall not be used for loading and unloading operations except during periods of the day when not required to take care of parking needs.

704.0. - General provisions.

704.1. Determination of required number of spaces:

a. Fractional spaces: When determination of the number of off-street parking spaces required by this regulation results in a requirement of a fractional space, the fraction of one-half or less may be disregarded, and a fraction in excess of one-half shall be counted as one parking space.

b. Floor area: Floor area, when used as a measurement for determining the number of parking spaces for office, merchandising or service uses, shall mean the gross floor area used or intended to be used for service to the public as patrons or patients, including areas occupied by fixtures and equipment used for display or sale of merchandise. It shall not include areas used principally for nonpublic purposes such as storage, processing or packaging of merchandise, show windows, or restrooms or utilities, dressing, fitting or alteration rooms.

c. Beds: Bassinets shall not be counted as beds in determining the number of parking spaces based upon the number of beds.

d. Places of assembly: In stadiums, sports areas, churches and other places of assembly in which patrons or spectators occupy benches, pews or other similar seating facilities, each 20 inches of such seating facilities shall be counted as one seat for determining the number of off-street parking spaces required.

e. Mixed uses: When a building or development contains mixed uses, the off-street parking requirement shall be calculated for each individual use and the total parking requirement shall be the sum of the individual parking requirements.

f. Employees: Employees, when used as a measurement for determining the number of parking spaces for a new or established expanding business, shall be estimated in a manner approved by the governing body.

g. Unlisted uses: Requirements for types of buildings and uses not specifically listed herein shall be determined by the governing body, after a report and recommendation from the planning commission, based upon the requirements of comparable uses listed.

704.2. Parking for multiple uses: In the event several uses occupy a single structure or parcel of land, the total requirements for off-street parking shall be the sum of the requirements of the several uses computed separately.

704.3. Joint parking: Owners of two or more uses, structures, or parcels of land may agree to utilize jointly the same parking and loading spaces when the hours of operation do not overlap, provided that satisfactory legal evidence is presented to the zoning administrator, in the form of deeds, leases, or contracts, to establish the joint use.

704.4. Use of required parking spaces: Required accessory off-street parking facilities provided for the uses hereinafter listed shall be solely for the parking of motor vehicles in

operating condition of patrons, occupants, or employees of such uses and shall not be used for the storage of vehicles, boats, motor homes, campers, mobile homes or materials or for the parking of trucks used in conducting the business or use.

704.5. Location of parking and loading spaces:

a. Off-street parking spaces for dwellings shall be located on the same lot or lots with the dwelling. Other required parking spaces shall be located no farther than 500 feet from the building they are required to serve, measured in a straight line from the building's nearest point to the nearest point of the off-street parking area. Provided, any off-street parking spaces not located on the same lot, as permitted by this ordinance, must be located in the same zone as required for the building or facility it serves.

b. Unless otherwise provided, required parking and loading spaces shall be located in a required front yard, but may be located within a required side or rear yard provided that a four-foot setback be maintained from any property line under separate ownership. (See 705.2, Screening and Buffer Required.)

Exceptions: Parking in conventional residential driveways connecting from the street to private garages or carports may be permitted. Also, short term parking may be permitted on loop driveway located in the front yard of any public school.

Parking in conventional residential areas shall not be permitted on unimproved areas of the front yard, and will only be permitted when meeting the requirements of this ordinance.

c. Parking space provided in an enclosure or semi-enclosed structure shall not project beyond any required building line, except as provided in section 602.6, "Accessory Buildings."

704.6. Plan required: A plan, drawn to scale, indicating how the off-street parking and loading requirements are to be fulfilled shall accompany an application for a building permit. The plan shall show all elements necessary to indicate that the requirement is being fulfilled, including the following:

- a. Delineation of individual parking and loading spaces by adequate striping.
- b. Circulation area necessary to serve spaces.
- c. Access to streets and property to be served.
- d. Curb cuts.
- e. Dimensions, continuity, and substance of required screening.
- f. Grading, drainage, surfacing, and subgrading details.
- g. Delineation of obstacles to parking and circulation in finished parking area.
- h. Specification as to signs and bumper guards.
- i. Other pertinent details.

704.7. Completion time for parking lots: Required parking spaces shall be improved as required, and made available for use before the final inspection is completed by the building inspector.

705.0. - Design requirements.

705.1 Surface material: Areas used for standing or maneuvering of vehicles shall have concrete, asphalt concrete, or asphalt double-sealed surfaces, maintained adequately for all weather use, and so drained as to avoid flow of water across sidewalks.

Exception: Vehicle storage lots for the overnight storage or long-term warehousing of vehicles under one ownership.

705.2. Screening and buffer setback required:

a. Except for parking to serve one- or two-family residential uses, parking and loading areas adjacent to or within residential districts or adjacent to residential uses shall be designed to minimize disturbance of residents by the erection between the uses of a sight-obscuring fence of not less than five feet nor more than six feet in height, except where vision clearance is required.

b. No off-street parking will be permitted within less than four feet of a property line under separate ownership.

705.3. Lighting: Artificial lighting which may be provided shall be so deflected as not to shine

or create glare in any residential district or on any adjacent dwelling.

705.4. Service drives:

a. Service drives to off-street parking areas shall be designed and constructed to facilitate the flow of traffic, provide maximum safety of traffic access and egress, and maximum safety for pedestrians and vehicular traffic on the site. The number of service drives shall be limited to the minimum that will allow the property to accommodate the traffic to be anticipated. Service drives shall not be more than 30 feet in width, nor less than 25 feet for two-way drives, nor less than 16 feet for one-way drives. In the case of a corner lot, service drives shall be located not closer than 30 feet to the intersecting street line. Service drives shall be located not closer than four feet to a side lot line, except that a common service drive of two adjacent properties with width not exceeding 30 feet may be provided at the common lot line.

Exception: Residential service drives connecting from the street to private garages, carports or parking spaces [shall not exceed 24 feet unless approved by the city engineer].

b. Service drives shall have a minimum vision clearance area formed by the intersection of the driveway centerline, the street right-of-way line, and a straight line joining said lines through points 30 feet from their intersection.

c. Service drives shall be from the street to the parking and shall have concrete, asphalt concrete, or asphalt double-seal surfaces, maintained adequately for all-weather use, and so drained as to avoid flow of water across sidewalks.

705.5. Minimum parking space dimensions:

a. If 90-degree parking space,

stall depth—19' 0"

stall width—9' 0"

aisle width—25' 0"

b. If 60-degree parking space,

stall depth—19' 0"

stall width—9' 0"

aisle width—18' 6"

c. If 45-degree parking space,

stall depth—19' 6"

stall width—9' 0"

aisle width—13' 6"

d. If 30-degree parking space,

stall depth—19' 0"

stall width—9' 0"

aisle width—11' 0"

e. If parallel parking space,

stall depth—8' 0"

curb length—23' 0"

aisle width—12' 0", or if adjacent to angle parking, use largest width

705.6. Striping required: Open parking spaces for dwellings (containing three or more dwelling units) shall be delineated by pavement striping and must meet minimal parking stall sizes as described above in section 705.5.

POLICY EXPLANATION

1601.2. Proposal of amendments: Amendments may be initiated by the governing body, the planning commission, or upon application by the owners of the property affected.

1602.3. Disposition of amendment proposals: Upon receipt of proposed amendment from the zoning administrator, the planning commission shall hold a public hearing on the proposed amendment, and forward to the governing body its findings and recommendations with respect to the proposed amendment.

1604.2. Amendments to text: When a proposed amendment would result in a change in the text of these regulations but would not result in a change of zoning classification of any specific property, the recommendation of the planning commission shall contain a statement as to the nature and effect of such proposed amendment and determinations as to the following items: a. Whether such change is consistent with the intent and purpose of these regulations; b. The areas which are most likely to be directly affected by such change and in what way they will be affected; and c. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts, or other social economic conditions in the areas and zoning districts affected.

STAFF RECOMMENDATION Staff recommends implementing text amendments to the Code of the City of Independence, Kansas, that was previously recommended by the Planning Commission on December 4, 2018 relating to off-street parking requirements. Staff believes this change is consistent with the intent and purpose of the zoning regulations: the areas affected will be the industrial zoned districts (M-1 and M-2); and the proposed amendment is made necessary because of new planning concepts and social economic conditions in the zoning districts affected.

SUGGESTED MOTIONS

1. I move to recommend the City Commission adopt an ordinance implementing text amendments to the Code of the City of Independence, Kansas, specifically Appendix B - Zoning Code relating to Off-street parking requirements as previously recommended by the Planning Commission on December 4, 2018.
2. I move to recommend the City Commission adopt an ordinance implementing text amendments to the Code of the City of Independence, Kansas, specifically Appendix B - Zoning Code relating to Off-street parking requirements as previously recommended by the Planning Commission on December 4, 2018 with the following modifications:
3. I move to adjourn this hearing until March 7, 2023 at 5:30 PM for further discussion.

SUPPORTING DOCUMENTS

1. Public Hearing Notice Text Amendment Off-street parking
2. 01242019-RCA
3. 03 JAN 24 2019 - COMMISSION MINUTES
4. 01152019 Worksession Commission Planning Zoning
5. 12042018 PZ MINUTES
6. 11062018-PZ MINUTES
7. 10022018 PZ MINUTES
8. 07022018 PZ MINUTES

City of Independence, Kansas

NOTICE TO THE PUBLIC

The Independence, Kansas, Planning Commission will conduct a public hearing on:

Tuesday, February 7, 2023 at 5:30 p.m.

To consider a text amendment to modify Appendix B - Zoning of the City Code relating to Article IV. – Rules and Definitions and Article VII. - Off-Street Parking and Loading Regulations, and any other related zoning code modifications.

Case Number:

2023/ZA/02

The hearing will be conducted in the Civic Center, Memorial Hall, Penn/Locust, Independence, Kansas, and will begin at 5:30 p.m. All interested persons should attend, and they will be heard. You may also participate via conference call: [+1 785-289-4727](tel:+1785-289-4727) Conference ID: 652 632 373# Persons wishing to comment, but who cannot attend this hearing, should provide their written comments to:

Kelly Passauer
Zoning Administrator
811 W Laurel Street
Independence, KS 67301
(620) 332-2506

Information regarding this application is available in the Zoning Administrator's office. If special accommodation is required, please inform the Zoning Administrator.

Kelly Passauer, Zoning Administrator



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 24, 2019

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider modified recommendation from the Planning Commission to adopt an ordinance implementing text amendments to the Code of the City of Independence, Kansas, specifically Appendix B – Zoning Code relating to Off-street parking requirements.

SUMMARY RECOMMENDATION Approve Planning Commission recommendation.

BACKGROUND Regarding the text amendment for off-street parking (gravel in industrial areas) the following timeline has occurred:

- The original public hearing was July 2, 2018 -- The Planning Commission adjourned to October 2, 2018
- On October 2, 2018 the Planning Commission made a recommendation to the City Commission to modify the language, adding additional definitions related to ADA requirements and gravel, and modified the design requirements in the off-street parking regulations to allow gravel meeting certain specifications in M-1 and M-2 (industrial) districts.
- On November 5, 2018 the City Commission tabled action and returned this item back to the Planning Commission for clarification on specific elements of the original recommendation and provided suggestions.
- On December 4, 2018 the Planning Commission reviewed and responded to the feedback from the City Commission and modified their original recommendation. Their responses to the Commission's questions and their modified recommendation is attached.
- December 13, 2018 – The City Commission reviewed the Planning Commission's modified recommendation and tabled action until after a joint Worksession with the Planning Commission.
- January 15, 2019 – The City Commission hosted a joint Worksession with the Planning Commission.

BUDGET IMPACT The future budget impact would consist of the economic benefits of encouraging expansion of our industrial areas by allowing alternatives to hard surfacing.

SUGGESTED MOTION I move to adopt an ordinance implementing text amendments to the Code of the City of Independence, Kansas, specifically Appendix B – Zoning Code relating to Off-street parking requirements as recommended by the Planning Commission; or

I move to send back to the Planning Commission the proposed text amendments to the Code of the City of Independence, Kansas, specifically Appendix B – Zoning Code relating to Off-street parking requirements to further review the following _____.

SUPPORTING DOCUMENTS

1. Correspondence with Chanute and McPherson regarding their off-street parking requirements in industrial zones.
2. Draft January 15, 2019 Minutes
3. December 13, 2018 RCA
 - a. December 4, 2018 Planning Commission responses and recommendation.
 - b. Modified proposed ordinance.

From: [Ryan Follmer](#)
To: [Kelly Passauer](#)
Subject: RE: Surfacing Requirements
Date: Friday, January 18, 2019 9:53:13 AM

Ours says must be an “improved surface” but unfortunately does not define what an “improved surface” is, so without a clear definition one could say that gravel is an “improved surface”. We are lucky enough that this has not become an issue in Chanute, might be a long shot but I would see if the state has regulations on newly constructed parking area’s being a surface that is impervious to oil’s and automotive fluids. Orizon annexed into the city limits.

Thanks,

Ryan Follmer

CITY OF CHANUTE

101 S. Lincoln Ave, Chanute KS 66720

Office: 620-431-5232

Fax: 620-431-5238

rfollmer@chanute.org

From: Kelly Passauer <kellyp@independenceks.gov>
Sent: Thursday, January 17, 2019 10:54 AM
To: Ryan Follmer <RFollmer@Chanute.org>
Subject: Surfacing Requirements

Ryan,

We are looking at updating our surfacing requirements, in particular for industrial areas. What are your surfacing requirements for an industry in an industrial zone? Are they required to hard surface all, or a portion of their parking?

Also, is Orizon in the City limits?

Thanks!

Kelly

Kelly C. Passauer, CPM
Assistant City Manager/Zoning Administrator

From: [VIRGIL LYON](#)
To: [Kelly Passauer](#)
Subject: Re: Surfacing Requirements for Off-Street Parking in Industrial Zones
Date: Thursday, January 17, 2019 2:09:19 PM

Hi Kelly,

Article 5 100-5 of the City Zoning Regs addresses off-street parking. All surfacing is subject to the specifications set by the city engineer (5-1005(B), as stated below. We review site plans on a case-by-case basis and make determinations based on the use of the proposed lot. The paragraph below and referenced in this paragraph addresses dust and maintenance. With regard to drainage, we require a drainage plan with all site plans within the city, unless otherwise directed by the Director of Public Works.

I hope that helps.

Virgil Lyon
Planning and Zoning
City of McPherson

620-245-2548
virgill@MCPCITY.com

>>> Kelly Passauer <kellyp@independencems.gov> 1/17/2019 11:36 AM >>>
Hello,

I am researching surfacing requirements for off-street parking industrial zones and found this statement in your off-street parking requirements:

Surfacing: All open off-street parking spaces, whether required spaces or not, and driveways shall be graded and paved with an asphalt, asphaltic concrete, concrete or other comparable hard-surfaced, all weather, dustless material according to specifications of the City Engineer and shall be maintained in good condition, provided, **however, graveled parking areas are permitted in the industrial districts**. Driveways, parking spaces and display areas for all open sales or rental lots for motor vehicles, trailers, recreational vehicles and manufactured and mobile homes shall be paved or graveled.

Do you have any specific requirements for the graveled parking areas in the industrial district as it relates to dust, drainage, gravel being swept onto the public rights-of-way by heavy rains, etc.?

Thank you for any assistance you can provide us!

Kelly

Kelly C. Passauer, CPM
Assistant City Manager/Zoning Administrator

Minutes of the Independence City Commission's January 15, 2019
Worksession with the Planning Commission

The Independence City Commission met for a special meeting with the Planning Commission on January 15, 2019 at 5:30 P.M. in the Veterans Room at the Memorial Hall. Mayor Louis Ysusi, Commissioner Leonhard Caflisch and Commissioner Gary Hogsett were present. Others present included:

Planning Commission

Mary Jo Meier, Vice Chair
Andy McLenon, Secretary
Jim Hardy
Brian Beecham
Barb Emert
Steve McBride
Philipp Umlauf
Michelle Anderson

City Staff

Craig Whitehead, City Manager
Jeff Chubb, City Attorney
Kelly Passauer, Assistant City Manager/Zoning Administrator
David Schwenker, City Clerk/City Treasurer

Visitors

Ellie Davis
Brent Littleton

I. SPECIAL SESSION

A. Call to Order

Mayor Ysusi called the City Commission meeting to order at 5:30 P.M.

1. Vice Chair Mary Jo Meier called the Planning Commission meeting to order at 5:30 P.M.

The Mayor asked everyone to introduce themselves, which they did.

II. WORKSESSION WITH THE PLANNING COMMISSION

A. Status of previous December 28, 2017 directive by the City Commission to the Planning Commission to review and recommend text amendments relating to the following:

1. Attention-Attracting Devices and Electronic Signs;
2. Downtown Signage;
3. Food Trucks;
4. Gravel parking lots;
5. Recreational vehicles, 5th wheels and travel trailers that are occupied; and
6. Tiny houses.

Assistant City Manager/Zoning Administrator Kelly Passauer reviewed the status of the December 28, 2017 City Commission directive as follows:

Minutes of the Independence City Commission's January 15, 2019
Worksession with the Planning Commission

1. Attention-Attracting Devices and Electronic Signs – Completed – This item had to do with a request from some of the churches to have electronic signage that were located in residential or central business district zones that did not allow such signage -- Text amendment recommended, and Ordinance 4269 was adopted by the City Commission on February 22, 2018.
2. Downtown Signage – Completed – This topic was initiated based on complaints received regarding the current downtown sign regulations, including the number of signs -- The Planning Commission requested Main Street (working with downtown businesses) to review the downtown sign ordinance. After their review, Main Street recommended no modifications to the sign code at the April 3, 2018 meeting. They did recommend updating the IHPRC brochure to include downtown style buildings and suggested sign placements, which has been done. Since no text amendments were recommended, this item did not come back to the City Commission for action.
3. Food Trucks – Completed -- Text Amendment recommended and Ordinances 4272, 4273 and 4274 were adopted by City Commission on July 26, 2018.
4. Gravel parking lots – In Process -- Timeline to follow.
5. Recreational vehicles, 5th wheels and travel trailers that are occupied – Not started.
6. Tiny houses – Not started.

- B. Discussion with the Planning Commission regarding the modified recommendation from the Planning Commission to adopt an ordinance implementing text amendments to the Code of the City of Independence, Kansas, specifically Appendix B – Zoning Code relating to Off-street parking requirements tabled from the December 13, 2018 City Commission meeting.

Assistant City Manager/Zoning Administrator went through the following timeline:

- July 2, 2018 – Original public hearing was held, Planning Commission adjourned the hearing until October 2, 2018.
- October 2, 2018 -- The Planning Commission made a recommendation to the City Commission to modify the language, adding additional definitions related to ADA requirements and gravel, and modified the design requirements in the off-street parking regulations to allow gravel meeting certain specifications in M-1 and M-2 (industrial) districts.
- November 5, 2018 – The City Commission tabled action and returned this item back to the Planning Commission for clarification on specific elements of the original recommendation and provided suggestions.
- December 4, 2018 -- The Planning Commission reviewed and responded to the feedback from the City Commission and modified their original recommendation.
- December 13, 2018 – The City Commission reviewed the Planning Commission's modified recommendation and tabled action until after a joint Worksession with the Planning Commission.

Assistant City Manager/Zoning Administrator then went through Planning

Minutes of the Independence City Commission's January 15, 2019
Worksession with the Planning Commission

Commission's December 4, 2018 responses to the City Commission's November 5, 2018 feedback as follows:

- 11/05/2018 -- The City Commission wants to know the initial intent and purpose of the text amendment.
- 11/05/2018 -- The City Commission wants to know if the text amendment will attract new businesses.
- 12/04/2018 Response from the Planning Commission:
 - To make the City more attractive, to recruit new businesses to the City and to enable flexibility for existing businesses to expand their parking area if need be for growth in alignment with the Economic Development Strategic Directive No 1 of the Community Based Strategic Plan.
- 11/05/2018 -- The City Commission had the following concerns:
 - The appearance of large gravel parking lots.
 - Gravel running off in heavy rains.
 - Ability to adequately mark ADA spots.
- 12/04/2018 Response from the Planning Commission:
 - Non-ADA off-street parking areas shall be graded, paved or otherwise improved with an all-weather, dustless material that is contained in such a manner as to not allow surface material to wash off during heavy rains, and so drained as to avoid flow of water across sidewalks. ADA compliant parking and accessible paths to an entrance to the facility served by off-street parking shall be hard-surfaced.
- 11/05/2018 -- The City Commission provided the following suggestions:
 - Limiting the size of gravel parking lots to a maximum number of spaces.
 - Continue to require new buildings or new industries to hard surface required off-street parking to City code standards but allow existing industries that already have a gravel parking lot that is grandfathered in (a non-conforming use) to expand (enlarge) their existing gravel parking lot.
 - However, if they have an existing hard-surfaced parking lot any expansion (enlargement) would have to be hard surfaced.
- 12/04/2018 Response from the Planning Commission:
 - They unanimously approved a motion to not limit the size of non-hard surface parking lots to a maximum number of spaces, nor require new businesses or industries to hard surface, or business expansions to hard surface.
 - The exceptions to this would be:
 - If the business has an existing hard surface parking area, they cannot remove it and replace it with a non-hard surface material.
 - If a business expands an existing hard surfaced parking area, they may do so with non-hard surface material for a period of up to two years, after that the expanded parking area must be removed or hard surfaced.

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Assistant City Manager/Zoning Administrator Kelly Passauer then went through the detailed December 4, 2018 Recommended Modifications from the Planning Commission, a copy of which was included in the agenda packet.

Mayor Ysusi asked how the City could force compliance if a business expanded their hard parking lot with a non-hard surfaced parking material and did not hard surface it after two years because they decide that they do not have the funds.

City Attorney Jeff Chubb said he believes there is a section in the zoning code that they can be cited into municipal court and fined or a civil injunction could be filed.

Mayor Ysusi then related the situation to nuisance fines, and that it ends up being the City's responsibility to maintain. He then asked, "What if they decide they don't have the funds to comply?"

City Attorney Chubb said if they go through municipal court, they can be fined a certain amount each day, or a separate injunction action. District Court is the same way, if they do not do it by the deadline, the Court can find them in contempt.

Mayor Ysusi reiterated that they would eventually have to either comply or the fines would move them in the direction of compliance.

Commissioner Caflisch stated that he could see if an existing manufacturer has an existing gravel lot and they are increasing their production or the size of the plant within reason or just a few spots, they should be allowed to add limited spaces in gravel and should not be required to come back with the addition and pave the existing lot plus the additional spaces. Further stating, "For a new facility, the only paving surface should be a hard surface for long term. Paving solves a lot of problems not only for them, but for us, with runoff, the gravel displacement. You can control runoff much better with a hard surface. Calcium chloride becomes a continued maintenance factor, increase enforcement responsibility, forcing them to apply it. Calcium chloride draws moisture to keep the particles moist, but it creates other problems with tracking it into vehicles or the facility. For new facilities, a paved surface with asphalt, concrete, even chip and seal does provide a hard surface, but it is lesser quality and lesser performance than the other two, but to allow a gravel open surface parking lot I think that is an area that we don't want to go as a City. You look at the new facilities, the cost of building a facility, it's just another cost factor that should be taken into consideration. I can understand with existing gravel parking lots of some industries not requiring hard surface there, but any new facility we should keep it as we had it in the past, has to be a hard surface asphalt or concrete material. The calcium chloride or dust reducing materials are not really intended for a long-term situation."

Commissioner Hogsett said that he was eager to hear what the Planning Commissioners had to say.

Planning Commissioner Mary Jo Meier stated that the initial intent was to attract new businesses and align with growth, and the Planning Commission was very concerned about asking a new business, that even maybe they would purchase an existing building, that did not have pavement and asking them to start that business and add the cost of paving the parking lot might be something that didn't fall in those two points. She further stated, "We felt like it discouraged businesses, and that we felt like it wouldn't be in line with growth and maybe extending that two years would give them a little bit

more time.”

Mayor Ysusi stated an existing facility with an existing lot, but a new facility that is being built from the ground up. Enforcing the pavement after 2 years. Are we willing to take the industry to court to force them to pave their parking lot? It is easier to get it done initially then it is to come back later on once the plant is in operation. I could understand grandfathering the parking to encourage reuse of the building, but a total new facility we would want to keep the surfaces paved.

Commissioner Caflisch stated; “I designed a church in Iola and they didn’t pave the parking lot because of cost initially, but they found within a year they were paving the parking lot because of the increased maintenance they had on the building, the gravel, the dirt tracking into the facility. They found it advantageous for them to go ahead, and it provided a lot of other controls of where they parked, the spacing, and those issues were resolved. But I understand your concern with an existing building for somebody to start up a company, usually they are looking at limited funds and I think we should address those cases. But if we’re looking at a brand-new facility coming in ... in those cases they should have a hard surface set up and that’s where ... giving the two year ... when we look at alternates such as calcium chloride to keep down dust it’s just going to be a continued enforcement issue for the City. We probably should eliminate alternate surfaces, or if there is some magic material specify it directly, but anything that still allows the granules and the gravel to be exposed is going to be an enforcement issue for us and cause us other issues.”

Assistant City Manager/Zoning Administrator Kelly Passauer stated that the two years only applies to someone that has an existing hard surface parking lot and they wish to temporarily expand it. Further stating; “So the thought was ... if a refinery has a turn around and they put in some temporary parking for a short period of time and they don’t particularly need it beyond the two years. That was the thought behind that ... the two years only is talking about if they have an existing parking lot that’s hard surface and then they can expand it with a non-hard surface for up to two years if they had a special need for parking that wasn’t going to be long-term ... so the reference to the two years was only for a temporary lot, then they would have to remove it or hard surface it within two years.”

Commissioner Hogsett made a comment about the Planning Commission’s decision to recommend this change was unanimous.

Planning Commissioner Brian Beecham stated that; “One of the other things we considered was trying to come up with an understand of what industries came to Southeast Kansas. Recently, one of the examples that we looked at was Orizon Aerostructures in Chanute. They invested in a 70,000 square foot facility fifteen million dollars. I was fortunate enough to be able to talk to the builder for that project which was Koehn Construction out of Fredonia. It is asphalt in front of the office, but around the facility is gravel. I asked what stipulated that, and it was cost and when they started looking at ways they could cut cost on the project, that is the first thing to go was doing the hard surface around the entire structure. But for deliveries and everything else, the cost was six to eight dollars a square foot so when you start looking at a 70,000 square foot facility and the amount that went around it, you start talking about real numbers. That was part of the reason that Orizon chose Chanute from what Koehn said, as they had leniency on what they were able to do with the hard surface around it. That came up in part of our conversation, and I believe Philipp [Umlauf] talked with one of the

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gentlemen at Orizon about it as well.”

Planning Commissioner Philipp Umlauf stated; “Exactly the same comments, it was almost verbatim.”

Planning Commissioner Brian Beecham stated; “So we used that as a point of reference. I have been in Independence for six years now and I don't know of any industry that has come here in my time. So, are there any examples that anyone can give us?”

Commissioner Caflisch stated; “What you could do is consider it with a variance, maybe that way you are looking at exact use, you're not throwing a blanket but you're allowing the manufacturer to bring in a variance because if you've got a pipe yard there you would want something other than grass to keep your maintenance down and I could see a gravel surface while the drives going through the pipe yard I could see that being gravel too, that you wouldn't want to require it. But when you look at employee parking and other areas, I think that is where we want some controls. So instead of saying a blanket and they determine what they want to do, I think we should say what we expect and require them to come present the alternate for us to approve. That way, you know because the way we have it, you don't have to put it around the building, and you can't really without knowing the use of the facility. You can't create an ordinance that's going to address those, but if you allow a variance, is really the only reason for a variance is to address a hardship of a developer in a case that you're describing there can be hard case conditions that you know you would want to look at areas for their deliveries, short-term parking or material storage yards that wouldn't necessarily have the problem created with a high traffic area but you know a definite parking lot and constant traffic is different we would want to see that. What I would see the variance case, you come talk to us and you know we could address each specific case like the one your describing and how it can be compatible to them.”

Planning Commissioner Brian Beecham said; “That is our intent what you're talking about, and that has been our intent to provide some flexibility not some hard line that ‘Hey, it's just going to be this way with no exceptions’ and to have the ability to try to get in that game and draw some industry here, and I really think, and I'm not trying to speak for everybody, but I think that was part of the intent of what we were trying to do.”

Planning Commissioner Philipp Umlauf stated; “Yeah, I would 100% agree with that, you know, that does increase the amount of variances that we have, and as we get more and more variances at some point in time it makes a case then why do we even have the rule if we're going to give a variance every time. It makes it very difficult, you know, to say you have to have this hard surface, but if you don't want to put it in then come see us and we will back off of that. So, at that point of time, what is even the point of having that ordinance there if we are just going to back off of it every time. If you give them some leeway to do that, that does a couple of things for us, it opens us up to allowing companies to see, ‘Oh, well we're not going to have to spend a third of what we spent on our building to hard surface a lot and that helps us out and we can get into this place and it is a good community, so we want to give them a shot’, rather than ruling us out right off the jump street. Secondly, you know that also allows us to . . . sorry, I lost my train of thought there, but I am going to talk to about something else I have been hanging onto. As far as their building maintenance goes, that is really their call, I mean if they want to save that money up front and they figure out in the future that they want to hard surface that, then more power to them, that is a plus for us.

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However, when you start dictating how their facility needs to look in every aspect and dictating how they have to set up everything, now you are starting to kind of get into how they run their business and now you are opening yourself up for even more possible enforcement issues and just being completely skipped over for those new businesses that want to come to our town. Or, you know part of me wanted to ask the Montgomery County Action Council as to what their thoughts are on this, what are they seeing? Are they seeing the same types of issues attracting businesses to towns that don't have these requirements."

Commissioner Hogsett stated; "I was just thinking the same thing, I wish you were here for this discussion."

Planning Commissioner Philipp Umlauf stated; "That was something I just thought about like an hour ago, otherwise I would have reached out to her."

Commissioner Hogsett stated; "I just met with Trisha this afternoon with Nathan Berg, does anybody know Nathan Berg. So I guess he was born and raised here and started a business in Oklahoma and he wants to come back so he just bought a building south of Dearing where he is going to move his business. And you know he's got the gravel drive, I mean he is in the County so he can get back to Southeast Kansas for a lot less money than if he were building a place in Independence. And I am all for attracting new industry, whatever it takes, and if this is really a legitimate concern, that would keep people from building here I am very interested in changing it. But we also just did a Community Based Strategic Plan and the number one concern of people was "Let's make our City beautiful again, it is not looking so great" and I think this is a little bit of a detraction to that."

Planning Commissioner Philipp Umlauf stated; "In speaking to that, we are talking about strictly M-1 and M-2 . . ."

Commissioner Hogsett stated; "Right".

Planning Commissioner Philipp Umlauf stated; "... We are not talking about residential, you know these are places that are off the beaten tracks, back near behind the Hackney area, down near where Atmos is, out near the airport. These are not intown places where you are going to see this on a daily basis unless you are physically going to these places."

Commissioner Hogsett stated; "Yeah, I agree Philipp. I think it is definitely something to be considered. It's just, my alley, I don't know if you know where I live, but there is only two houses on my block so there are only a few cars that use my alley and it is so bad that you sink up into your axles because of the gravel."

Planning Commissioner Umlauf stated; "I know your neighborhood very well."

Commissioner Hogsett; "Yeah, so it just seems like gravel is not permanent and it is not well taken care of in many cases. Certainly not our alley, or most alleys around town are looking pretty sad right now because of the weather, so I don't know. I guess I would like to see some statistics. Maybe you have others besides the fact that Chanute has been more successful than us, that this will really make a difference in attracting industry."

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Planning Commissioner Umlauf stated; "As far as the permanency and heavy use goes, I worked for Layne Energy for eleven years. They had a gravel parking lot for the entire eleven years, ran a box blade over it once a year and never really had to do much more than that to it, and we are talking heavy equipment in and out of there all day long, trucks in and out of there all day long. It was never an issue. Dart had a facility on the same road, same thing with them, I think it does hold up well as long as it is done correctly. I've traveled lease roads for the last sixteen years of my life and those are roads that are made straight through farmer's fields that were never intended to have a road, but if when they are built right they stay."

Commissioner Hogsett stated; "But those would have very, very low traffic on them, wouldn't they?"

Planning Commissioner Philipp Umlauf stated; "Well a couple of times a day, every single day. And you are not just running a pickup up and down them, there are chemical trucks going up and down them, there are pulling units going up and down them, it is a lot more than people think."

Commissioner Hogsett stated; "Okay, thanks for that."

Planning Commissioner Jim Hardy stated; "I know when we discussed this I was picturing a smaller industry coming in starting up, just employed 50-100, that is what I was picturing, not to compare with a Fortune 500 where the resources wouldn't be a problem for paved or concrete the whole thing, but 50-100, like Philipp said a small business like that would be ideal for Independence but right off the bat a third of that cost would go to that surface where it could be for capital inside, for employees."

Commissioner Hogsett stated; "I was saying to a few of you when I walked into the room that I am going to be repaving a big chunk of our alley behind our building, because we have had to tear it up to replace a drain lines and it is just prohibitively expensive. So I totally get where you are coming from, and that is just 400 square foot."

Planning Commissioner Brian Beecham stated; "I think the number we came up to by asking with people that do it was 6-8 dollars per square foot is the cost."

Commissioner Hogsett stated; "I can't picture how many square foot on the top of my head how much they would typically need to do, but I'm guessing it is a huge number."

Commissioner Brian Beecham stated; "Yeah, I think so."

Commissioner Philipp Umlauf stated; "If you think about it, a 10,000 square foot parking lot is really not that big, when you start putting vehicles in there that the average length of them is 20 feet."

Commissioner Hogsett stated; "So that would be \$60,000 to \$80,000"

Commissioner Philipp Umlauf stated; "You are basically talking about a parking lot that is the size of McDonald's parking lot, that is a huge expense."

Commissioner Caflisch stated; "Well why should M-1 zone be excluded from paving a parking lot, where you've got a small business that is opening an office and you are going to require them to pave a parking lot, so they're start-up cost, you will have a lot

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more businesses coming in to expand so why are you granting an industry that we don't have coming in a gap, but then what we have every day we are going to hold the line or you're going to consider a small industry coming in that we want them to come and they don't have to pave their parking lot, but I'm going to build a new house and I'm going to build a garage and now I've got \$5,000 to \$6,000 for a driveway that has to be paved and it's harder for me to get the \$5,000 or \$6,000 for the driveway than it is for an industry that is selling a product."

Commissioner Hogsett stated; "That is a good comparison, but on the other hand you have to be a good neighbor, you have to match what the neighborhood is doing. I mean if I've got a downtown business, we can't have the next door neighbor have a gravel sidewalk out front, it has got to be consistent."

Commissioner Caflisch stated; "So your 400 square foot of concrete in the alley is justified."

Commissioner Hogsett laughed, and stated; "Touché. I just think in a neighborhood that you know, houses need to sort of match. You can have a dump next door to a nice house, but you would rather not because it is unfair to the person...."

Commissioner Caflisch stated; "When we are looking at businesses, we are looking at the same thing to encourage. Basically, we have to look at the long term use of what we want the City to be. An industrial park setting, what do we see the need for in our industrial park dealing with the gravel run off in our drainage, in our streets, how are we going to control that, are we going to require heavy traffic areas to be hard surfaced or are we going to allow them all to be gravel, if you know..."

Planning Commissioner Philipp Umlauf stated; "Well, to answer your statement, Michael Conway is opening a car shop in the industrial zone, I think he would be greatly appreciative of the fact that he does not have to hard scape all of his potential parking area. I think that would help him dramatically."

Commissioner Caflisch stated; "But his is already under, since he already . . he's not allowed to participate in this is he, since his already...."

Planning Commissioner Philipp Umlauf stated; "He's in a M-1/M-2 zone."

Commissioner Caflisch stated; "But he has already built, he should be required to pave now, not wait."

Planning Commissioner Philipp Umlauf stated; "The point that I am trying to make is would that have made things easier for him, would he have been able to pull that whole thing off in a shorter period of time, would he have been up and running faster. Would it have been a more attractive thing for him to do sooner. That is just one example, but it speaks directly to what you were just saying for a smaller business that comes into our area. If they want to be in that M-1 or M-2 zone, that is their prerogative, if they want to be in our downtown district or in one of our commercial district that has stipulations to go along with it. What we are trying to convey is, manufacturing jobs pay well, employ a lot of people, and the buildings can go up very quickly, they can be put online very quickly and we are afraid that we are not in the running because of the additional costs required to facilitate them bringing their business here. Whether they are publicly looking at us or not, when push comes to shove, is that a consideration? Case in point,

our Amazon distribution center that yes was out in the county, but they left stating the reasons they were leaving was due to the fact that it was going to cost them more money to refit their facility than it would cost them to build a new one. Would it have been more attractive for them, if we had said 'Hey, come to Independence, put this thing in our industrial zone back here, you don't have to hardscape your parking lot, you can put your new facility here and stay where you are at, instead of moving to Olathe, which is where they are now. In a facility that is actually smaller than the one they were in here. Would that have kept those several hundred jobs here, and those several thousand people that were apart of our countywide community that are now gone. That's a huge hurdle for us to overcome and hind site is 20/20 but these are the type of things that I think about when something like this comes across our table."

Commissioner Hogsett stated; "When Annie and I were looking around at cities deciding where we wanted to move, one of the cities that we were really impressed with was McPherson. They are just booming, they have got industries springing up all over the city, does anyone know if they have requirements regarding this?"

Planning Commissioner Philipp Umlauf stated; "I don't know, I've spent a fair amount of time in McPherson but I don't know any of the requirements."

Commissioner Hogsett asked City Manager Craig Whitehead; "Craig, you have been eight or nine cities, have you seen this issue before?"

City Manager Craig Whitehead stated; "Not really, other than in my last city you had to pave no matter what you were bringing in, even manufacturing. Granted that we didn't have M-1 zones that are industrial, so you just had to pave and they had to take care of the run off of that water, and we started getting into permeable concrete to solve drainage, cheaper for the developers. The other thing we saw in getting business was incentives, and gravel parking lots was not an incentive that I ever ran across. So you could still require a hard surface, but through other financial incentive it might offset. Because right now, if there is an industry coming the City already has incentives in place per job, so much dollar amount, that we will give to an industry as well as some property tax abatement, so I've never seen this specifically affecting a development."

Commissioner Hogsett asked; "Weren't you previously in some fairly small cities, much smaller than American Fork?"

City Manager Whitehead replied; "Yes, my first City Manager job was in a City half this size, a very rural area. I don't remember coming across it, but we didn't have much development either. This was north on the Canadian border so you didn't get a lot of development other than the state. But again, I never faced that. It was other development. My last two cities, some were larger, more urban, and incentives. Talk about why companies locate, why do they move, why do they locate where they locate. Well moving to Olathe was because it was Olathe and Olathe was in that area next to a lot of services, there are lots of reasons companies choose a site selection so you can't, it's hard to tell why a company and sometimes it is where the CEO's wife wants to live. That always plays into it, where they like to shop. And we had industries, we a Gateway Computers that eventually moved their headquarter to San Diego because that's where they wanted to live, not South Dakota. There are a lot of things in site selection, and sometimes maybe the gravel parking lot tips the scales, you never know, but I'm more on the Mayor's side as you can tell."

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Planning Commissioner Brian Beecham stated; "I think one of the things we are looking for is to get the ball rolling and that's why we are trying to come up with ways when we see an opportunity and we see something close by and that was part of their stimulus in doing it, and there was economic assistance in it and that is readily available online as well. Where do we get started?"

Commissioner Caflisch stated; "We have the economic development fund, but we don't have any hard guidelines on how that would be distributed, that could be tied in as an incentive to help out offset some of the initial costs, or like Craig mentioned some other abatements that we have. We just did the West Laurel Street Industrial Park and West Main Revitalization zones.

Assistant City Manager/Zoning Administrator Kelly Passauer replied; "Probably 2015 we redid it."

Commissioner Caflisch asked; "Didn't we split it so that there is West Main and also the industrial park?"

Assistant City Manager/Zoning Administrator Kelly Passauer replied; "Yes"

Commissioner Caflisch stated; "So we have handled some ways that can get tax abatement to an industry, but we still have our economic development money that we could look at distributing other ways to get financial assistance to attract businesses. I think you would use some of those to off-set the paving, but still there are some areas in industrial, plant or development that, pipe yards, material, steel storage yards that I would see exempt from paving but when you look at actual vehicular traffic, I still think..."

Assistant City Manager/Zoning Administrator Kelly Passauer replied; "I think those are already exempt. It's the actual parking area"

Commissioner Caflisch stated; "Yeah, I thought we had something about pipe storage, but the alleys as you mentioned, the graveled alleys are a maintenance problem for us, but you look at the effect in the street how much gravel washes out in every rain out into the street, that becomes our problem and it increases our cost of maintenance and in operations. That is why I am hesitant to allow parking areas to be excluded from hard surface, or to allow a gravel surface."

Planning Commissioner Philipp Umlauf stated; "That was actually one of the requirements in there was to design your lot in such a fashion that it negates that gravel run off into the street, and also having that hardscaped surface service drive is another barrier point to keep that from meeting our streets. I kind of feel like we've hit this impasse and we . . . now we are talking incentives and abatements verses cost savings. But all those incentives and all those abatements are more cost to the City and this is something that could be a cost savings to an industry or a business that has really no cost to the City or the county or state. This is simple economics, as opposed to macroeconomics here."

Planning Commissioner Andy McLenon stated; "So a couple of thoughts are rolling through my head here, based on what I've heard, I appreciate your comments Leonhard on the tax incentives, but I think and I also understand from Craig's point that there is as much art as there is to science on business recruitment and retention. At the end of the

day every City is offering very similar incentives as far as tax incentives, so what are we doing to differentiate ourselves to even be on the map is kind of the thought process too. The other thing I am thinking that we talked about as a group here I believe was although I'd like to be a dreamer and think we could land a Fortune 500 company, I'm also pretty realistic on the model that we have developed whether intentional or unintentional over the last several year of bootstrapping entrepreneurship coming out of the college through the Fab Lab, through returners, so on and so forth, the budgets that I would suspect, the capital outlays that I would suspect that those companies have to start with are in the tune of several hundred thousand dollars to get a business up and running, verses a multimillion dollar backing. Just on the simple math we did earlier on a 10,000 square foot parking lot at \$60,000 if your budget is half of million dollars, 10% of it just goes to parking, that doesn't even go to permitting and structure and hiring and IT and services and all that type of stuff, setting up for a new facility. With our strategy we've employed in the last several years is that we would rather have lots of little eggs, verses one big eggs in a basket. I see this parking lot as giving flexibility to attract more littler eggs, that maybe someday would grow up to be a great big egg for us, and then we could have that conversation. The variance structure, although I like it, and I like the flexibility to it, I'm afraid from a site selection standpoint a company doesn't get through the funnel far enough for a site selection model to even have that opportunity to even offer up that there is a variance. We are probably eliminated before we even know we were on the short list so to speak. So those are some of the thoughts that were coming through in the conversation we had as a group. I think we have reached a consensus that the temporary expansion, if you have a hard surface going to gravel makes a lot of sense, so if Hackney wants to take on some new business, but you know what, it looks like it's a cyclical feature that's going to be around for eighteen months and they need to bring on another dozen people per shift and they don't have parking, throw out the gravel let's get it on and let's get that going, let's get the jobs, let's get the revenue streams that are generated by that because there is the taxation on the backside that would help offset some of these incremental costs that we have been discussing of water runoff and road cleaning for gravel and that kind of stuff. The stance we have taken is that we have had this model in place for a number of years, we have had some victories, but could we get some more victories by adding some additional flexibility. And if it doesn't work we can revisit it and you know in forty-eight months and go back to the old way. So it is, that was some of the conversation we had as well. That is a lot I just puked out there in two minutes but there it is. I totally get from a beautification standpoint and from cleanliness, I get it, I do get it. But I also have seen the feedback from the community, in their survey that we took earlier last year, you know, jobs, jobs, jobs. People want to come back to Independence, we hear it every year at Neewollah, but I don't have anything to do. So here is another opportunity to say come back and start your own gig, we are going to be a low cost solution to start your own business and we are going to try to make it happen. I would much rather tell them that then, 'Yeah, Mercy closed, that sucks. Amazon left, that's too bad', you know, 'Come back and start your own business, we're going to make it a capital friendly as we possibly can, and maybe we have to settle on having a gravel parking lot with chloride on it for awhile, until they get big. Then we have to keep them from moving to San Diego.'

Mayor Ysusi stated; "So that gives a company that's coming in some flexibility, so they are not paying that out on the initial start up cost. Gives them a little time frame to see how this is going to progress, and either it will or it won't in that timeframe, and if it does then at that point they know what the stipulations are and . . ."

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Commissioner Caflisch stated; "There are no, once they build a building or they buy an existing they never have to pave it, only if they are expanding a temporary parking area. If they are expanding an existing"

Mayor Ysusi stated; "Or new."

Commissioner Caflisch stated; "No"

Assistant City Manager/Zoning Administrator stated; "Expanding an existing hard surfaced area temporarily is the two year."

Commissioner Caflisch stated; "That is the two year limit. If they build a new facility, and it goes gravel they never have to pave it. The two year was only on an existing paved, that you have two years to use it as gravel, then you either remove it or pave it."

Mayor stated; "Okay".

Brent Littleton asked if he could say something; "I didn't sign up, but I should have, but this is ironic this is about parking lots."

Commissioner Hogsett stated that he had to come up to the microphone.

Brent Littleton stated; "I think what they are trying to help too, if you think like Murphy Oil out there and the funeral home where they do the sandblasting and stuff, when you go into those businesses there are driveways, and when you want to go into the lobby to plan a funeral it is asphalt, whatever it is. And the same way at Murphy's place. And I don't know if they are out in the county so it doesn't apply to them, but if you think about what they are doing if you go around their buildings it is gravel, you know they pull in and back up and unload tombstones or whatever they are doing. They don't drive on asphalt. As a matter of fact asphalt is a very, when you have big vehicles like US Food Trucks, I know driving on blacktop, man your sealant, and you are fixing cracks and stuff like that all the time, so that is cost prohibitive too unless they can afford concrete. And like Sonic's new concrete, that is \$150,000 probably worth of concrete and I guarantee it is in that neck of the woods. That drive through lane we put around Dairy Queen, I just put a concrete drive through lane around there and it was \$26,000. Because it is cheaper to go ahead and spend it now while the constructions down, then for me to always have to go through there and fix that black top because cars are constantly turning. So I shared this with Kelly the other day, but Lou Holtz one time said, 'It is never a good time to make a bad decision, but it is always a good time to make the right decision.' So whatever you all think the variance needs to be, you all need to put it in place and help them because they can keep answering these questions and keep coming back and forth and this could go on for a year, you know. But just realize if you've got to worry about drainage going to the road, there has to be a driveway there, and if they have a customer entrance it needs to be hard surfaced, but if it's around a building where they are getting deliveries and trucks and some employees are parking back there, there ought to be some variances on that and it ought not to be real complicated. Anyway, that is all I have to say."

The Mayor thanked Brent Littleton for his comments.

City Attorney Jeff Chubb stated; "I don't have a vote. You have required hard surface, not require hard surface, there's probably room to compromise, like Brent said, maybe a

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hard surface where retail customers might be required to park as opposed to employee's parking, or phase in the hard surface over a period of time so that it is not an upfront cost prohibitive thing for new business. There are a lot of areas you could compromise on."

Mayor Ysusi stated; "And still get the desired effect that you want in the long term over a period of time, yeah."

Commissioner Philipp Umlauf stated; "In the spirit of that, you know a visitors/ADA parking area that is hard surfaced is something I wholeheartedly agree with, and some of us argued back on forth about that on that zoning side."

Commissioner Hogsett joked; "Was it Michelle that argued the most? I bet it was."

Planning Commissioner Philipp Umlauf stated; "Not at all. But I see that being something that kind of fits this mold which is if the employee parking is out of site, and the visitor/ADA parking is on the forefront then you have maintained that beautification, reduced cost, that visitor and ADA parking area might be for a small business like Andy was saying that has a half million dollar budget that might be four spots, they might only need two ADA's and two visitors, but still allows them to adhere to some of the beautification requests that we have as well as saying 'alright, all my employees park back here' and ..."

Commissioner Hogsett stated that he agreed and that is very common, stating; "In my job I do consulting for manufacturing firms and whether it is in Kansas City or Salina, you drive in on an asphalt drive and there is parking there for visitors, but you go around the back side, the side of the building and the back is generally not paved, where the heavy equipment is running and all."

Mayor Ysusi agreed, stating that; "All the facilities that he has been involved in the hard surface parking was up front for visitors, customers and ADA, but once you initially go through the initial parking lot everything behind the building was gravel because you've got your heavy trucks unloading poles, pad mount transformers, it was just a gravel surface, and it was a huge area and every facility I've ever visited with Westar that is how it was maintained. They met the letter of the law as far as ADA and the front of the building you want that to look nice when you drive in for the first impression, but once you got past that initial driveway everything behind the building was gravel. And it's just been like that, even at our building out here east of town, with all our heavy trucks, that whole parking lot if concrete and storage area, but when we've had extra equipment brought in that we didn't have room to park on the concrete we have just went out to grassy area and laid rock, laid gravel out so we could put in pole trailers, two or three extra pole trailers that we had accumulated and we didn't put a hard surface there because they are not going to get any traffic, it is just basically to sit a piece of equipment there that is not sitting in grass we have to mow around and it gave us an easy way to drop off equipment like that on a site without it being paved, so even we found a way to work around that. So I'm more inclined to find a way to make a compromise here where we can accommodate what you are bringing to us, and some concerns that we have and we always have the ability down the road, whoever is sitting here, if they want to go back and revisit that and make some changes that does gives us the advantage and ability to do that if that doesn't seem to meet the intended purpose that we want, we can go back and revisit that and then come up with something different. But on this strategic planning, and I hear this all the time, people that would like to come

back and there is not a job here for me, not with my education and my background, there is not a job I could come back to Independence and work. I'm familiar with Chanute and McPherson, some of the advantages they have, they run their own utilities, they have more staffing, they have the ability to do that because they are making money by having their own municipality, they provide their own power. So yeah, they can have a lot more staffing, they can do a lot of things and offer an attractive rate for a business coming in. As a matter of fact, I'm familiar with Chanute they had an abandoned building that was a previous manufacturing tenant that had left, and they worked out a very reasonable fair price with an industry coming in and sold them that building. But I guarantee you they also offered them a pretty sweet deal on their electric rates too. They have other incentives they can offer that gives them a leg up on us that do not have that ability. Monet, Missouri buys wholesale power and they sell it to their commercial, industrial and residential base and they are generating 16-18 million dollars per year, and they are using that to build infrastructure in Monet. They are buying it on the wholesale market and then reselling it, selling it for a price. There are so many different other incentives out there that all these communities have to offer and they all play a hand in this. You know your tax abatements for how many years, all of these things play into that. I think we need to figure out some way to accommodate what you are asking us to do, and some of the concerns that we have and move forward on that. And we can always revisit it down the road, I don't want to be like the federal government where they make a hard-fast rule and you comply, and it always the citizens comply, but the federal government gets to do what they want to do because they are the federal government. So, that's my concerns on this."

Commissioner Caflisch stated; "The hard part is setting up an ordinance or any code that is applicable in every situation, and you've got to look at what the intent of what the requirement is, what was the general, in this case what was perceived as a benefit of paved parking, what were you trying to accomplish with a paved surface. You look at this, we are concerned about a small business, so a small business has a bigger financial impact, but if you start looking at ADA spots, or visitor spots you are down to a smaller area that it might be cheaper just to pave everything, but you know when you are looking at a large manufacturing plant that has 100 cars you have a difference condition, if you've got a business or industry that has high truck traffic coming in that that is mainly their job is distribution with multi-axle vehicles and heavy weight, then you've got different requirements you are generating, different dust conditions and you are limited on how effective the calcium chloride is because of all the traffic that keeps stirring and breaking down the surface, so what you guys and we are doing is not an easy task, any time. Because we are trying to establish something for the betterment of the community to give us direction, and we are trying to look at every case under the sun that we are going to encounter and make one blanket that is going to be applicable for everyone, and we can't do it. That's where variances come in and you know, the best attempt that we can make, and we go with it. Because there is always, I guess from my past I've always had to deal with these conditions. I've always had code restrictions, zoning issues, that it is just part of doing business, so we have to look at investing and the cost and operate within that. So, you know it kind of gives me a different perspective when I look at it, but it is something that is quite difficult, and the Planning and Zoning Commission has a difficult task. I do appreciate all your time that you are trying to look at so much and the list to go through, signage, attention, getting signage, downtown signage, and now you know throwing in tiny houses and recreational vehicles that people that are going to live in, you know this is times of change that we have to consider that. I appreciate each of you, the time that you have put into this and tolerated listening to our opinions, and I appreciate you sharing your opinions too, but you know

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thank you for being willing to sit in that chair and make these decisions.”

Mayor Ysusi stated; “I agree, this is a little different for me because this is the first time I have had to sit in and go through a process like this. Where my background is I’ve always been in a position to where you could sit down and you could hammer something out, and you would come to a compromise that maybe wasn’t, neither side was completely happy with, but it was something that you could both live with. You know, I come from a union side where we would negotiate with the company, there were certain things we would like to see, certain things the company would like to see, and the bottom line was that we would give up something to get something. So for me, this is quite different, because this is not. The process does not always work out that way. So for me this is different and I am really listening to what Gary and Leonhard are saying because they have a lot of experience, he’s worked with regulations being an architect and his design work, and Gary the same way, he’s served on a Commission or Council previously from here. So I am drawing my information listening to these two gentlemen because this is something that is foreign to me, so I’m going to depend on both of you and I will continue on the meetings that we have for you input and what your thinking is on a lot of different issues, because we collectively decide as a unit. It is helping me understand what it is we are trying to do. Anything else?”

Commissioner Caflisch replied; “Yes.”

Assistant City Manager/Zoning Administrator Kelly Passauer stated; “Doing it as a variance can be problematic because, as Philipp mentioned to, they have those people before them, and it’s going to be hard. You’re going to make all these people come before them, it’s going to be hard for them to deny that variance. And the variances before the Board of Zoning Appeals do not come to the Commission, they go to the district court if they are appealed. It’s kind of like, dealing with something on a case by case basis means you have no policy. So, you know you want a policy you can apply consistently to everyone so you don’t have this issue ‘well this guy can do it, but this guy can’t do it’ because you will get into that. And, that is why I think it is better to have clear expectations, whether the front of the building has be paved for visitor or ADA or maybe the back if it is screened can be gravel for employees, or maybe you say if the parking lot is X size it doesn’t have to be, and behind the building if it is larger. I mean there are different things you could look at, but I get a little worried about saying doing the variance thing and then no offense to you Leonhard, I don’t mean that at all, it’s just sitting in those meetings for years where people come for variances. It’s hard for this board to tell somebody ‘No, you can’t do that.’ So it puts them in a bad position, and I think it’s better if you have clear cut regulations or rules that are clear so that that can be applied, and then if that doesn’t work you change the code, not say ‘Oh, just go request a variance.’”

Commissioner Caflisch stated; “Yeah, variances are minimally used unless extreme hardship.”

Assistant City Manager/Zoning Administrator stated; “We get a lot of them on setbacks and things like that.”

Commissioner Caflisch stated; “Yeah, because then you start getting into, because this company is a friend of mine, or this person is a friend, I’m going to give them a variance and it is like, and even the same with rezoning of property that it is not applicable to the area, but it’s a good buy or good gift so we will rezone just because we will want to help

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you out.”

Assistant City Manager/zoning Administrator stated; “Or this company comes in and says, ‘Well if we don’t get this variance we are not coming to your town, so what position does that put them in.’”

Commissioner Caflisch stated; “You can’t be so lax that you have no control.”

Assistant City Manager/ Zoning Administrator stated; “Right, that’s why my opinion as Zoning Administrator it makes it a lot easier for the people sitting on this board and for staff to administer if we have clear cut guidelines that we can follow. And yeah, there could be variance on some things, but usually a variance is when you are going to deviate a small amount, like okay, I’m building this and instead of a ten foot setback, I need to encroach on that reduce that a couple of feet or something and we do that all the time and it’s not. They look at that, but somebody going from not having to follow the hard surface requirement, that is something that is a lot bigger impact and I’m concerns it’s going to put our Board of Zoning Appeals in a bad position.”

Commissioner Caflisch stated; “That’s why you just stay, pave everything.”

Assistant City Manager/ Zoning Administrator stated; “And that is certainly up to you. I will say on the equipment, like you said, of course Westar is not in the City but say that they were, any equipment that is owned all under one ownership of that company currently that is exempt from the hard surface requirement now. So if somebody, if it is their equipment or whatever that they are parking there, it doesn’t have to be hard surfaced, but employee parking is where it comes into, or visitor parking or whatever, but it does not apply to equipment parking now. They do not have to hard surface where they store vehicles all under one ownership, that is already an exception.”

The Mayor stated; “Well, we sure don’t want to put these folks in a bad position, and the variance that would be, wouldn’t be the rules it would be an extreme exception that you would make, it wouldn’t be something you could continually fall back on and then you get to the point that you both have made that now you are picking and choosing who gets one and who doesn’t.”

Assistant City Manager/ Zoning Administrator stated; “Once you make that first one, you have basically set precedence.”

Commissioner Caflisch stated; “And because I can’t afford it isn’t an excuse for a variance.”

Assistant City Manager/ Zoning Administrator stated; “But I will guarantee you that they will say that is the hardship, ‘then we are not coming to your town’, that is what they will tell the board.”

Commissioner Caflisch stated; “But a financial is not a hardship.”

City Attorney Jeff Chubb stated; “That is correct because under the variance City code section 2-116 there are five specific factors that all five must be met before the variance can be granted and the problem is that you go to any board, there is a lot of subjectivity that shouldn’t come into play, but always does, but one of the factors is ‘The situation cannot be created by the action of the property owner or applicant.’ And the decision to

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hard pavement to gravel that is 100% under the control of the applicant.”

Assistant City Manager/ Zoning Administrator stated; “Yes, so they wouldn’t be able to even apply for a variance.”

City Attorney Jeff Chubb stated; “The board may grant it, but then actually the City could appeal and probably get it overturned in district court, so that’s kind of a time waster there. The variance would not be a good way to go”

Mayor Ysusi stated that he had a better understanding after listening to all the comments.

Assistant City Manager/ Zoning Administrator asked the Mayor; “Are you wanting the Planning Commission to go back and revisit this and make another modification and bring it back? I think they need some direction.”

City Attorney Jeff Chubb stated; “As of right now, the way the State statute goes back and forth, it is in their court, and they have taken no action. They can’t take action tonight.”

Assistant City Manager/ Zoning Administrator asked the Mayor; “So put it back on the next Commission agenda and then they can determine if they want to...”

City Attorney Jeff Chubb stated; “...they can make a decision, or they can remand it”

Mayor Ysusi stated to place it on the next agenda, further stating that; “This is just a worksession so there is no decision making during the session, so let’s do that. Thank you for your input, it is a huge learning process for me. And I’m sure it is for some of you that are first time members on Planning and Zoning. Let’s put it on the agenda for the 24th and we will take it up at that time.”

Assistant City Manager/ Zoning Administrator asked the Mayor; “And they are all invited to attend that meeting.”

Commissioner Hogsett stated; “Yeah, they are riveting you will want to be there.”

C. Discussion with the Planning Commission of possible future directives or additional topics for the Planning Commission to review.

Assistant City Manager/ Zoning Administrator stated; “The Planning Commission does recommend, as we review the Comprehensive Plan every year, and every year they have recommended that that be included in future budgets.”

Commissioner Caflisch stated that he just found on his bookcase a Comprehensive Plan and started looking through it. He further stated; “That it might be beneficial to read the Comprehensive Plan and be prepared. There is something interesting under housing it actually said there were I think 36 or 38 that needed immediate condemnation, or being razed, and there was an initial 53 it would be interesting to see if we ever did address those that needed to be razed.

Commissioner Hogsett asked when it was written.

Commissioner Caflisch stated it was written in 1981 and Assistant City Manager/

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Zoning Administrator said it was adopted in 1982.

Commissioner Caflisch stated that it helped me to know what we have got. He further asked who initiated the neighborhood revitalization plan, and Assistant City Manager/ Zoning Administrator stated it was done by City Commission, she further stated that staff will be bringing that to the Commission.

The Mayor asked if there were any other items that needed to be brought up, at which time there was none.

III. ADJOURNMENT

A. Adjournment by the City Commission.

Motion:

Commissioner Caflisch moved to adjourn. Commissioner Hogsett seconded the motion.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

1. Adjournment by the Planning Commission

Motion:

Planning Commissioner Umlauf moved to adjourn. Planning Commissioner Andy McLenon seconded the motion.

**Aye: Meier, McLenon, Hardy, Beecham, Emert, McBride, Umlauf,
Anderson**

Nay: None

Louis Ysusi, Mayor

Leonhard Caflisch, Commissioner

Gary Hogsett, Commissioner

Mary Jo Meier, Planning Commission Vice Chair

Andy McLenon, Planning Commission Secretary

Attest:

Kelly C. Passauer
Assistant City Manager/Zoning Administrator



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
December 13, 2018

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider modified recommendation from the Planning Commission to adopt an ordinance implementing text amendments to the Code of the City of Independence, Kansas, specifically Appendix B – Zoning Code relating to Off-street parking requirements.

SUMMARY RECOMMENDATION Approve Planning Commission recommendation.

BACKGROUND Regarding the text amendment for off-street parking (gravel in industrial areas) the following timeline has occurred:

- The original public hearing was July 2, 2018 -- The Planning Commission adjourned to October 2, 2018
- On October 2, 2018 the Planning Commission made a recommendation to the City Commission to modify the language, adding additional definitions related to ADA requirements and gravel, and modified the design requirements in the off-street parking regulations to allow gravel meeting certain specifications in M-1 and M-2 (industrial) districts.
- On November 5, 2018 the City Commission tabled action and returned this item back to the Planning Commission for clarification on specific elements of the original recommendation and provided suggestions.
- On December 4, 2018 the Planning Commission reviewed and responded to the feedback from the City Commission and modified their original recommendation. Their responses to the Commission's questions and their modified recommendation is attached.

BUDGET IMPACT The future budget impact would consist of the economic benefits of encouraging expansion of our industrial areas by allowing alternatives to hard surfacing.

SUGGESTED MOTION I move to adopt an ordinance implementing text amendments to the Code of the City of Independence, Kansas, specifically Appendix B – Zoning Code relating to Off-street parking requirements as recommended by the Planning Commission.

SUPPORTING DOCUMENTS

1. December 4, 2018 Planning Commission responses and recommendation.
2. Modified proposed ordinance.

Planning Commission Recommendations

Yellow with Black Lettering Indicates Modifications Recommended on October 2, 2018
Yellow with Green Lettering Indicates Modifications Recommended on December 4, 2018

Feedback from November 5, 2018 City Commission Meeting

- They want to know the initial intent and purpose of the text amendment.
- They want to know if it will attract new businesses.
- 12/04/2018 Response from the Planning Commission:
 - To make the City more attractive, to recruit new businesses to the City and to enable flexibility for existing businesses to expand their parking area if need be for growth in alignment with the Economic Development Strategic Directive No 1 of the Community Based Strategic Plan.
- They had the following concerns:
 - The appearance of large gravel parking lots.
 - Gravel running off in heavy rains.
 - Ability to adequately mark ADA spots.
- 12/04/2018 Response from the Planning Commission:
 - Non-ADA off-street parking areas shall be graded, paved or otherwise improved with an all-weather, dustless material that is contained in such a manner as to not allow surface material to wash off during heavy rains, and so drained as to avoid flow of water across sidewalks. ADA compliant parking and accessible paths to an entrance to the facility served by off-street parking shall be hard-surfaced.
- They provided the following suggestions:
 - Limiting the size of gravel parking lots to a maximum number of spaces.
 - Continue to require new buildings or new industries to hard surface required off-street parking to City code standards but allow existing industries that already have a gravel parking lot that is grandfathered in (a non-conforming use) to expand (enlarge) their existing gravel parking lot.
 - However, if they have an existing hard-surfaced parking lot any expansion (enlargement) would have to be hard surfaced.
- 12/04/2018 Response from the Planning Commission:
 - They unanimously approved a motion to not limit the size of non-hard surface parking lots to a maximum number of spaces, nor require new businesses or industries to hard surface, or business expansions to hard surface.
The exceptions to this would be:

Planning Commission Recommendations

Yellow with Black Lettering Indicates Modifications Recommended on October 2, 2018
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- If the business has an existing hard surface parking area, they cannot remove it and replace it with a non-hard surface material.
- If a business expands an existing hard surfaced parking area, they may do so with non-hard surface material for a period of up to two years, after that the expanded parking area must be removed or hard surfaced.

December 4, 2018 Recommended Modifications from the Planning Commission

• **ARTICLE IV. – RULES AND DEFINITIONS**

○ **403.0. – Definitions.**

- **ADA:** The Americans with Disabilities Act of 1990 and any subsequent revisions and updates as administered by the United States Department of Justice.
- **Gravel:** Any use of the term gravel shall be defined as crushed stone, AB3, or any other rock that is ADA compliant for the use of off-street parking materials compacted enough to be compliant with ADA guidelines for levelness, materials, and accessibility.
- **Parking space, off-street:** A permanently surfaced dust free area (concrete, asphaltic concrete, or other comparable surface), located on property other than a public street, enclosed or unenclosed, to store one automobile, to which an automobile has direct access from a permanently surfaced drive. Such parking space shall meet the minimum "off-street parking standards" contained in article VII of this ordinance. (See also Exceptions to Section 705.1 of the Code, *Gravel, and Vehicle storage lots and M-1 and M-2 districts*).

• **ARTICLE VII. – OFF-STREET PARKING AND LOADING REGULATIONS**

○ **705.0. - Design requirements.**

- **705.1 Surface material:** Areas used for standing or maneuvering of vehicles shall have concrete, asphalt concrete, or asphalt double-sealed surfaces, maintained adequately for all weather use, and so drained as to avoid flow of water across sidewalks.
 - **Exceptions:**
 - Vehicle storage lots for the overnight storage or long-term warehousing of vehicles under one ownership.

Planning Commission Recommendations

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- In M-1 and M-2 districts gravel may be substituted in lieu of concrete, asphalt concrete, or asphalt double-sealed surfaces for off-street parking and the required accessible path to an entrance to the facility served by such off-street parking. Such gravel shall be compliant with ADA guidelines, including, but not limited to materials, levelness, compaction and accessibility; maintained adequately for all weather use; and so drained as to avoid flow of water across sidewalks. In M-1 and M-2 districts other material may be substituted in lieu of concrete, asphalt concrete, or asphalt double-sealed surfaces for non-ADA off-street parking spaces for new parking areas and expansion of non-hard surfaced parking areas that are grandfathered in. If a business currently has a hard-surfaced parking lot, and needs to expand that parking area, they can expand it using a non-hard surfaced parking material for up to 2 years, at which time they will need to hard surface the expanded parking area [meeting the surface material requirements of 705.1] or remove the expanded parking area.
- The exceptions only apply to new or expanded parking areas and do not allow for the removal and replacement of existing concrete, asphalt concrete, or asphalt double-sealed surfaces with other material.
- The exceptions shall meet the following requirements:
 - Non-ADA off-street parking areas shall be graded, paved or otherwise improved with an all-weather, dustless material that is contained in such a manner as to not allow surface material to wash off during heavy rains, and so

Planning Commission Recommendations

Yellow with Black Lettering Indicates Modifications Recommended on October 2, 2018
Yellow with Green Lettering Indicates Modifications Recommended on December 4, 2018

- drained as to avoid flow of water across sidewalks.
 - ADA compliant parking and accessible paths to an entrance to the facility served by off-street parking shall be hard-surfaced.
 - 705.4. *Service drives:*
 - c. Service drives shall be from the street to the parking and shall have concrete, asphalt concrete, or asphalt double-seal surfaces, maintained adequately for all-weather use, and so drained as to avoid flow of water across sidewalks.
 - ~~Exception: In M-1 and M-2 districts gravel may be substituted in lieu of concrete, asphalt concrete, or asphalt double-sealed surfaces for service drives and the required accessible path to an entrance to the facility served by such service drive. Such gravel shall be compliant with ADA guidelines, including, but not limited to materials, levelness, compaction and accessibility; maintained adequately for all-weather use; and so drained as to avoid flow of water across sidewalks.~~
 - 705.5. *Minimum parking space dimensions:*
 - a. If 90-degree parking space,
 - stall depth—19' 0"
 - stall width—9' 0"
 - aisle width—25' 0"
 - b. If 60-degree parking space,
 - stall depth—19' 0"
 - stall width—9' 0"
 - aisle width—18' 6"
 - c. If 45-degree parking space,
 - stall depth—19' 6"
 - stall width—9' 0"
 - aisle width—13' 6"
 - d. If 30-degree parking space,
 - stall depth—19' 0"
 - stall width—9' 0"
 - aisle width—11' 0"
 - e. If parallel parking space,

Planning Commission Recommendations

Yellow with Black Lettering Indicates Modifications Recommended on October 2, 2018
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stall depth—8' 0"

curb length—23' 0"

aisle width—12' 0", or if adjacent to angle parking, use largest width

- f. If 90-degree ADA car accessible space,
 - stall depth—19' 0"
 - stall width —9' 0" with 5' 0" access aisle
 - aisle width—25' 0"
- g. If 90-degree ADA van accessible parking space,
 - stall depth—19' 0"
 - stall width—11' 0" with 5' 0" access aisle
 - Vertical clearance – 8' 2"
 - aisle width—25' 0"

- **705.6. Striping required:** Open parking spaces for dwellings (containing three or more dwelling units) shall be delineated by pavement striping and must meet minimal parking stall sizes as described above in section 705.5.

- **Exceptions:**

1. Open parking spaces for one- and two-family dwellings.
2. Gravel parking lots meeting an exception in 705.1, except for markings and identifying signage for any required ADA accessible stalls.

- **705.7. ADA Accessibility:**

- a. All off-street parking lots or garages shall meet the minimum number of accessible parking spaces as required by the ADA.
- b. Accessible parking spaces must be located on the shortest accessible route of travel to an accessible facility entrance.
- c. Accessible parking spaces shall have markings and identifying signage as required by the ADA.
 - Exception: Open parking spaces for one- and two-family dwellings.

ORDINANCE NO. _____

**An Ordinance Implementing
Text Amendments to the Zoning Code
Relating to Off Street Parking Requirements**

BE IT ORDAINED by the Governing Body of the City of Independence, Kansas:

Section 1. The following portions of Article IV and Article VII of the Zoning Code are amended to read as set out hereafter. All remaining portions of Article IV and Article VII shall remain as currently stated.

ARTICLE IV. - RULES AND DEFINITIONS

403.0. - Definitions.

ADA: The Americans with Disabilities Act of 1990 and any subsequent revisions and updates as administered by the United States Department of Justice.

Parking space, off-street: A permanently surfaced dust free area (concrete, asphaltic concrete, or other comparable surface), located on property other than a public street, enclosed or unenclosed, to store one automobile, to which an automobile has direct access from a permanently surfaced drive. Such parking space shall meet the minimum "off-street parking standards" contained in article VII of this ordinance. (See also Exceptions to Section 705.1 of the Code, *Vehicle storage lots, and M-1 and M-2 districts*).

ARTICLE VII. - OFF-STREET PARKING AND LOADING REGULATIONS

705.0. - Design requirements.

705.1 Surface material: Areas used for standing or maneuvering of vehicles shall have concrete, asphalt concrete, or asphalt double-sealed surfaces, maintained adequately for all weather use, and so drained as to avoid flow of water across sidewalks.

Exceptions:

Vehicle storage lots for the overnight storage or long-term warehousing of vehicles under one ownership.

In M-1 and M-2 districts other material may be substituted in lieu of concrete, asphalt concrete, or asphalt double-sealed surfaces for non-ADA off-street parking spaces for new parking areas and expansion of non-hard surfaced parking areas that are grandfathered in. If a business currently has a hard-surfaced parking lot, and needs to expand that parking area, they can expand it using a non-hard surfaced parking material for up to 2 years, at which time they will need to hard surface the expanded parking area [meeting the surface material requirements of 705.1] or remove the expanded parking area.

The exceptions only apply to new or expanded parking areas and do not allow for the removal and replacement of existing concrete, asphalt concrete, or asphalt double-sealed surfaces with other material.

The exceptions shall meet the following requirements:

Non-ADA off-street parking areas shall be graded, paved or otherwise improved with an all-weather, dustless material that is contained in such a manner as to not allow surface material to wash off during heavy rains, and so drained as to avoid flow of water across sidewalks.

ADA compliant parking and accessible paths to an entrance to the facility served by off-street parking shall be hard-surfaced.

705.5. Minimum parking space dimensions:

- f. If 90-degree ADA car accessible space,
stall depth-19' 0"
stall width -9' 0" with 5' 0" access aisle
aisle width-25' 0"
- g. If 90-degree ADA van accessible parking space,
stall depth-19' 0"
stall width-11' 0" with 5' 0" access aisle
Vertical clearance - 8' 2"
aisle width-25' 0"

705.6. Striping required: Parking spaces for dwellings shall be delineated by pavement striping and must meet minimal parking stall sizes as described above in section 705.5.

Exceptions:

Open parking spaces for one- and two-family dwelling units.

Parking lots meeting an exception in 705.1, except for markings and identifying signage for any required ADA accessible stalls.

705.7. ADA Accessibility:

a. All off-street parking lots or garages shall meet the minimum number of accessible parking spaces as required by the ADA.

b. Accessible parking spaces must be located on the shortest accessible route of travel to an accessible facility entrance.

c. Accessible parking spaces shall have markings and identifying signage as required by the ADA.

Exception: Open parking spaces for one- and two-family dwelling units.

Section 2. This Ordinance shall take effect upon its publication in the official City newspaper.

Adopted by the Governing Body of the City of Independence, Kansas, on the 13th day of December, 2018.

LEONHARD CAFLISCH, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk

The Independence City Commission met for a regular meeting on January 24, 2019 at 5:30 P.M. in the Veterans Room at the Memorial Hall. Mayor Louis Ysusi, Commissioner Leonhard Caflisch, and Commissioner Gary Hogsett were present. Others present included:

City Staff

Craig Whitehead, City Manager
Jeff Chubb, City Attorney
Kelly Passauer, Assistant City Manager/Zoning Administrator
David Schwenker, City Clerk/City Treasurer
David Cowan, Director of Safety/ADA Coordinator
Shawn Wallis, Fire/EMS Chief
Michael Borovetz, Finance Director
Terry Lybarger, Director of Utilities
Mike Passauer, Public Works Director
Barb Beurskens, Park and Zoo Director
Barry Beurskens, Maintenance
Brian McHugh, Memorial Hall Supervisor
April Nutt, Director of Housing Authority

Visitors

Ellie Davis
Robert Meadows
Jerry Bright
Blake Escritt
Leslie Fox
Rowan Fox
Judy Ysusi
Charlotte Muse
Michelle Anderson
Larry Kaiser
Jake Dye
Michelle Driscoll
Calvin Simmons
Dean Hayse
Brent Littleton
Shawn Turner
Larry McHugh
Drew Demo

I. REGULAR SESSION

- A. Call to Order
Mayor Ysusi called the meeting to order at 5:30 P.M.
- B. Pledge of Allegiance to the United States of America
- C. Adoption of Agenda

Motion:

On the motion of Commissioner Hogsett, seconded by Commissioner Caflisch the Commission adopted the agenda.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

II. APPOINTMENTS

A. Planning Commission

1. Two terms expired (one inside City limits, and one outside City limits within 3 miles)

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Caflisch the Commission approved the appointment of Brent Littleton for one of two open positions on the Planning Commission/Board of Zoning Appeals.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

B. Tree Board

1. Two existing terms expired
2. Two new terms created due to the board increasing from 5-7 members

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Hogsett the Commission approved the appointment of Twila Hawthorne for one of two open positions on the Tree Board.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

III. COMMON CONSENT AGENDA

(*Consent* is that class of Commission action that requires no further discussion or which is routine in nature. All items on the Consent Agenda are adopted by a single motion unless removed from the Consent Agenda.) LC/Gary

A. Appropriations

1. A-1831
2. P-1801

B. Consider approving minutes of the December 27, 2018, December 31, 2018 and January 10, 2019 City Commission Meetings.

C. Consider approving corrected minutes of the February 9, 2017 City Commission Meeting.

Motion:

On the motion of Commissioner Caflisch, seconded by Commissioner Hogsett the Commission adopted the consent agenda.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

IV. PUBLIC HEARINGS

- A. Public hearing to consider condemnation of 215 Earl Street as dangerous and unsafe.

The public hearing was opened. Building Inspector Don Cushing stated that he had numerous complaints about the property, and he recommends proceeding with condemnation. The public hearing was closed.

Motion:

On the motion of Commissioner Hogsett, seconded by Commissioner Caflisch the Commission condemned the structure located at 215 Earl Street as dangerous and unsafe.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

- B. Public Hearing to consider condemnation of 417 S. 6th Street as dangerous and unsafe.

The public hearing was opened. Building Inspector Don Cushing stated that he has not had any contact with the owner of the property since the last meeting and he recommends proceeding with condemnation. The public hearing was closed.

Mayor Ysusi asked if they previously said they were going to repair it. The Building Inspector said it is his understanding they are purchasing another home.

Commissioner Caflisch asked if the structure has been shored up and secured, that he is hesitant to condemn. The building Inspector said that it is only temporary bracing and not permanently repaired. Commissioner Caflisch said that the temporary shoring should be sufficient to carry the load and that he was hesitant to proceed with condemnation because it is a safe structure. The Building Inspector stated that he had no issues if the Commission wanted to adjourn for 30 to 60 days

Commissioner Hogsett agreed that 30 days would be enough time.

Commissioner Caflisch stated that since the property owner did respond as soon as the problem developed and did satisfactorily support the structure that he did not see the urgency to have it removed.

Motion:

On the motion of Commissioner Caflisch, seconded by Commissioner Hogsett the Commission adjourned the public hearing for 417 S. 6th Street to 5:30 P.M. on February 28, 2019.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

- C. Public Hearing to consider condemnation of 905 W. Sycamore as dangerous and unsafe.

The public hearing was opened. Building Inspector Don Cushing stated that the owner is trying to finalize this structure and he recommends adjourning for 60 days. The public hearing was closed.

Motion:

On the motion of Commissioner Hogsett, seconded by Commissioner Caflisch the Commission adjourned the public hearing for 905 W. Sycamore to 5:30 P.M. on March 28, 2019.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

- D. Public Hearing to consider condemnation of 1701 N. 10th Street, Building #4 as dangerous and unsafe.

The public hearing was opened. Building inspector Don Cushing stated that he met with the leaders of the apartment complex and the estimates are with the USDA rural development. Due to the Federal government shutdown that process is now on hold. The Building Inspector recommends adjourning for 60 days. The public hearing was closed.

Motion:

On the motion of Commissioner Hogsett, seconded by Commissioner Caflisch the Commission adjourned the public hearing for 1701 N 10th Street, Building #4 to 5:30 P.M. on March 28, 2019.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

V. ITEMS FOR COMMISSION ACTION

- A. Consider modified recommendation from the Planning Commission to adopt an ordinance implementing text amendments to the Code of the City of Independence, Kansas, specifically Appendix B – Zoning Code relating to Off-street parking requirements.

Assistant City Manager went through the following timeline:

- July 2, 2018 – Original public hearing was held, Planning Commission adjourned the hearing until October 2, 2018.
- October 2, 2018 -- The Planning Commission made a recommendation to the City Commission to modify the language, adding additional definitions related to ADA requirements and gravel, and modified the design requirements in the off-street parking regulations to allow gravel meeting certain specifications in M-1 and M-2 (industrial) districts.
- November 5, 2018 – The City Commission tabled action and returned this item back to the Planning Commission for clarification on specific elements of the original recommendation and provided suggestions.
- December 4, 2018 -- The Planning Commission reviewed and responded to the feedback from the City Commission and modified their original recommendation.
- December 13, 2018 – The City Commission reviewed the Planning Commission's modified recommendation and tabled action until after a joint Worksession with the Planning Commission.
- January 15, 2019 – The City Commission hosted a joint Worksession with the Planning Commission.

The Assistant City Manager then went through the discussion between the City Commission and Planning Commission regarding the proposed text amendments at the January 15th worksession as follows:

- No specific issues raised regarding the following modifications (modifications highlighted in yellow):

- **ARTICLE IV. – RULES AND DEFINITIONS**

- **403.0. – Definitions.**

- **ADA:** The Americans with Disabilities Act of 1990 and any subsequent revisions and updates as administered by the United States Department of Justice.
 - **Gravel:** Any use of the term gravel shall be defined as crushed stone, AB3, or any other rock that is ADA compliant for the use of off-street parking materials compacted enough to be compliant with ADA guidelines for levelness, materials, and accessibility.
 - **Parking space, off-street:** A permanently surfaced dust free area (concrete, asphaltic concrete, or other comparable surface), located on property other than a public street, enclosed or unenclosed, to store one automobile, to which an automobile has direct access from a permanently surfaced drive. Such parking space shall meet the minimum "off-street parking standards" contained in article VII of this ordinance. (See also Exceptions to Section 705.1 of the Code, Gravel, and Vehicle storage lots and M-1 and M-2 districts.

- **705.4. Service drives:**

- c. Service drives shall be from the street to the parking and shall have concrete, asphalt concrete, or asphalt double-seal surfaces, maintained adequately for all-weather use, and so drained as to avoid flow of water across sidewalks.
 - **Exception:** In M-1 and M-2 districts gravel may be substituted in lieu of concrete, asphalt concrete, or asphalt double-sealed surfaces for service drives and the required accessible path to an entrance to the facility served by such service drive. Such gravel shall be compliant with ADA guidelines, including, but not limited to materials, levelness, compaction and accessibility; maintained adequately for all weather use; and so drained as to avoid flow of water across sidewalks.

- **705.5. Minimum parking space dimensions:**

- f. If 90-degree ADA car accessible space,
 - stall depth—19' 0"
 - stall width —9' 0" with 5' 0" access aisle
 - aisle width—25' 0"
 - g. If 90-degree ADA van accessible parking space,
 - stall depth—19' 0"
 - stall width—11' 0" with 5' 0" access aisle
 - Vertical clearance – 8' 2"
 - aisle width—25' 0"

- **705.6. Striping required:** Open Parking spaces for dwellings (containing three or more dwelling units) shall be delineated by pavement striping and must meet minimal parking stall sizes as described above in section 705.5.

- **Exceptions:**

- 1. Open parking spaces for one- and two-family dwellings.
 - 2. Gravel Parking lots meeting an exception in 705.1, except for

markings and identifying signage for any required ADA accessible stalls.

- 705.7. ADA Accessibility:

- All off-street parking lots or garages shall meet the minimum number of accessible parking spaces as required by the ADA.
- Accessible parking spaces must be located on the shortest accessible route of travel to an accessible facility entrance.
- Accessible parking spaces shall have markings and identifying signage as required by the ADA.

Exception: Open parking spaces for one- and two-family dwellings.

- Concerns were raised regarding the following:

- 705.1 Surface material – added exception to:

- Allow materials other than hard surface for non-ADA parking.
- Allow expansion of non-hard surfaced parking areas that are grandfathered in.
 - Concerns were brought up on aesthetics, maintenance and enforcement.
 - Possible solutions were brought up that would require ADA and visitor parking to be paved and would require any areas that were not hard-surfaced to be behind the facility and screened. Also brought up was to consider limiting the size of the non-hardsurfaced parking.
- Allow expansion of hard surfaced parking area with non-hard surface for up to two years, then it must be hard surfaced or removed.
 - Concerns were brought up on how this would be enforced.
 - Possible solution was brought up by the City Attorney regarding daily fines until the parking lot is brought into compliance.
- Non-ADA off-street parking areas shall be *graded*, paved or otherwise improved with an all-weather, *dustless* material that is contained in such a manner as to not allow surface material to wash off during heavy rains, and so drained as to avoid flow of water across sidewalks.
 - Concerns were raised about being able to contain the gravel, and also the chemical utilized to maintain the dustless condition could cause clumped dust to be tracked into the facility and vehicles.
 - Possible solutions were brought up to require the ADA and visitors parking to be hard surfaced, and the employee parking would be screened and contained behind the building and any issues with the dustless requirement would be up to the business to address.

The Assistant City Manager then reviewed research from Chanute and McPherson:

- Chanute – Ryan Follmer – “Ours says must be an ‘improved surface’ but unfortunately does not define what an ‘improved surface’ is, so without a clear definition one could say that gravel is an “improved surface”. We are lucky enough that this has not become an issue in Chanute, might be a long shot but I would see if the state has regulations on newly constructed parking area’s being a surface that is impervious to oil’s and automotive fluids. Orizon annexed into the city limits.”

- McPherson – Code – “Surfacing: All open off-street parking spaces, whether required spaces or not, and driveways shall be graded and paved with an asphalt, asphaltic concrete, concrete or other comparable hard-surfaced, all weather, dustless material according to specifications of the City Engineer and shall be maintained in good condition, provided, however, **graveled parking areas are permitted in the industrial districts**. Driveways, parking spaces and display areas for all open sales or rental lots for motor vehicles, trailers, recreational vehicles and manufactured and mobile homes shall be paved or gravelled.”

The Assistant City Manager stated that she had visited with MCAC Executive Director, Trish Purdon who agreed that allowing non-dust generating porous surface areas for parking was reasonable.

The Assistant City Manager reviewed the following suggested modifications to address the concerns raised at the January 15, 2019 worksession with the Planning Commission (new suggested modifications in blue):

- **ARTICLE VII. – OFF-STREET PARKING AND LOADING REGULATIONS**

- 705.0. - Design requirements.

- *705.1 Surface material:* Areas used for standing or maneuvering of vehicles shall have concrete, asphalt concrete, or asphalt double-sealed surfaces, maintained adequately for all weather use, and so drained as to avoid flow of water across sidewalks.

- *Exceptions:*

- Vehicle storage lots for the overnight storage or long-term warehousing of vehicles under one ownership.
 - In M-1 and M-2 districts gravel may be substituted in lieu of concrete, asphalt concrete, or asphalt double-sealed surfaces for off-street parking and the required accessible path to an entrance to the facility served by such off-street parking. Such gravel shall be compliant with ADA guidelines, including, but not limited to materials, levelness, compaction and accessibility; maintained adequately for all weather use; and so drained as to avoid flow of water across sidewalks. In M-1 and M-2 districts other material may be substituted in lieu of concrete, asphalt concrete, or asphalt double-sealed surfaces for non-ADA [employee] off-street parking spaces [and loading zones as long as such areas are located behind the facility and are screened from public view] for new parking areas and expansion of non-hard surfaced parking areas that are grandfathered in. If a business currently has

a hard-surfaced parking lot, and needs to expand that parking area, they can expand it using a non-hard surfaced parking material for up to 2 years, at which time they will need to hard surface the expanded parking area [meeting the surface material requirements of 705.1] or remove the expanded parking area.

- **The exceptions do not apply to visitor parking, any required ADA parking, and any other parking or loading zones located in front of the facility.**
- The exceptions only apply to new or expanded parking areas and do not allow for the removal and replacement of existing concrete, asphalt concrete, or asphalt double-sealed surfaces with other material.
- The exceptions shall meet the following requirements:
 - **Non-ADA** off-street parking areas shall be graded, paved or otherwise improved with an all-weather, dustless material that is contained in such a manner as to not allow surface material to wash off during heavy rains, and so drained as to avoid flow of water across sidewalks.
 - **ADA compliant parking and accessible paths to an entrance to the facility served by off-street parking shall be hard-surfaced.**

Commissioner Caflisch stated that he would like to leave the ordinance as it is. Further stating that the hard surfaces will create less headaches in the future. He further stated that you cannot modify every code to make it economically beneficial to soften the cost of development. Further stating that you have costs that affect your construction and long-term paved parking areas cause the City the least amount of problems. He stated that the ADA option does allow gravel, however, it is an inferior surface and causes problems. The minimum standard for that area, which is paved surface, causes no additional hardship. He further stated it is simpler to keep the ordinance with paving required and asked where it would end. He further stated that he thought the best is what we've got when looking at other towns overall. The City Manager confirmed and stated that he thought we should leave the ordinance as it is.

Commissioner Hogsett stated that if you are going to build in Independence, paving is expensive, so businesses locate outside the City to avoid that expense. He further stated that he would like to require paving a drive that connects to the street. He further stated that he liked the idea of paved parking in front, but parking behind that is screened would not have to be paved. He further stated that the Planning Commission had some good points, as he was concerned that we were not seeing any industrial development.

Mayor Ysusi stated that he visited Chanute and it was "hodge podge", as one entire facility had a concrete base parking area, while another had cinders, or their driveway was concrete, and the rest of the parking was gravel. He noted the gravel was washing out into the street. He further state that we have gravel that gets into the street now from temporary repairs. He stated that he agreed with the City Manager's comment at the last meeting when he said that he had been in a lot of areas in the country and hard surfacing was not brought up as a factor as far as businesses relocating in other cities he worked for. He further stated that he was concerned about setting precedence by allowing the exception. He further stated that in addition to Chanute and McPherson, he also looked at Arkansas City and Pittsburg, who have stayed with the hard surface rule. He then spoke about understanding the need to encourage industry, and that there were many factors that played into that. He said one example was that McPherson has their own utility which is an external source of funding and constant revenue, which allows them to have the lowest rates in Kansas for electricity. He further stated that he visited with a previous City Manager about why the current code requires hard surface. He further stated that it seems like we are trying to modify something towards economic development when basically we should be deciding if it is a requirement that benefits the City overall.

Commissioner Caflisch recommended tabling it and taking no action. The City Attorney stated that he thought they had to act.

Motion:

On the motion of Commissioner Caflisch, seconded by Commissioner Hogsett the Commission rejected the text amendments recommended by the Planning Commission, leaving the ordinances as they currently exist.

Aye: Ysusi, Caflisch

Nay: Hogsett

- B. Consider proclaiming April 29, 2018 and April 27, 2019 as Arbor Day.

Motion:

On the motion of Commissioner Caflisch, seconded by Commissioner Hogsett the Commission proclaimed April 29, 2018 and April 27, 2019 as Arbor Day and authorized the Mayor to sign the proclamation.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

- C. Consider authorizing staff to set the date to receive bids for removal of 606 Fountain.

Building Inspector Don Cushing had visited with the owner and the owner sent him an email saying he had cleaned up the yard, he was getting proposals to rehabilitate the house and the plan was to restore the residence for the owner or his son to live in. The owner is requesting deferral of discussion of the property until February 28th, 2019.

Commissioner Caflisch stated that the item shouldn't have been on the agenda

and that no action needs to be taken.

- D. Consider setting the date of March 28, 2019 for a public hearing to consider condemnation of the structures located at 208 North 17th Street as dangerous and unsafe.

Building Inspector Don Cushing stated that there was an electrical fire at this location and recommends setting the date for the public hearing for March 28, 2019.

Motion:

On the motion of Commissioner Hogsett, seconded by Commissioner Caflisch the Commission set the date of March 28, 2019 at 5:30 PM for a public hearing to consider the condemnation of the structures located at 208 N. 17th Street.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

- E. Consider awarding the low bid to Jeff Graham Construction, Inc. for 2018 ADA Sidewalk and Ramp Improvement, Phase 4.

David Cowan and Shawn Turner presented the bids received. Commissioner Caflisch asked how many bidders were contacted. Shawn Turner said there were three plan holders and 1 bid received. Shawn has worked with Mr. Graham before

Motion:

On the motion of Commissioner Caflisch, seconded by Commissioner Hogsett the Commission moved to award the bid to Jeff Graham Construction, Inc. in the amount of \$487,199.50.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

- F. Consider modifying the Memorial Hall policy.

Brian McHugh presented the recommended policy changes to the Memorial Hall policy and rental rates

Motion:

On the motion of Commissioner Hogsett, seconded by Commissioner Caflisch the Commission moved to authorize modifications to the Memorial Hall Policy and Rental Rates as recommended by City staff with the City Attorney's modifications.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

- G. Consider First Amendment to the City Manager's Employment Agreement.

Motion:

On the motion of Commissioner Hogsett, seconded by Commissioner Caflisch the Commission moved to adopt the First Amendment to the City Manager's Employment Agreement

Aye: Ysusi, Caflisch, Hogsett

Nay: None

VI. REPORTS

A. Peter Pan Road Project Update

Shawn Turner and the Commissioners discussed the update.

B. State Safety Inspection

VII. CITY MANAGER'S COMMENTS

None

VIII. COMMISSIONERS' COMMENTS

Commissioner Caflisch talked about looking at our projects bidding, policies relating to awarding of contracts, bid standards, contracting with consultants, procurement policies, minimum bid standards, that can be adopted into standard practice. City Manager Craig Whitehead informed the Commission that we have a draft procurement policy and will be bringing that before the Commission for their approval.

Commissioner Caflisch and City Staff discussed the ADA transition plans, condemnations, committees and streets.

Mayor Ysusi discussed condemnations and having a spreadsheet to track them. The City Manager stated that there was such a spreadsheet and David Cowan said he would share it. He then asked about plans and specifications for 1916 City Hall Phase I, to which the City Manager said they were online and he would send him a link. He then asked about the leaf project, and the City Manager said that when it snows they have to stop, but they were currently in Area 12, which is the largest area.

IX. PUBLIC CONCERNS

None

X. EXECUTIVE SESSION

A. Acquisition of Property

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Caflisch the Commission moved to go into executive session for discussion of possible acquisition of real estate for economic development purposes pursuant to the preliminary discussion on acquisition of real estate exception (KSA 75-4319(b)(6)) with the open meeting resuming at 7:45 PM

Aye: Ysusi, Caflisch, Hogsett

Nay: None

The Commission came back into session at 7:45 PM with no action being taken.

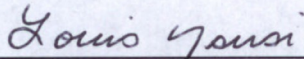
XI. ADJOURNMENT

Motion:

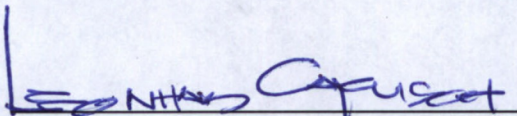
Commissioner Hogsett moved to adjourn. Commissioner Caflisch seconded.

Aye: Ysusi, Caflisch, Hogsett

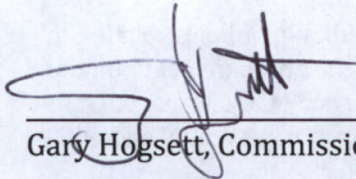
Nay: None



Louis Ysusi, Mayor

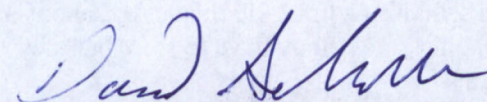


Leonhard Caflisch, Commissioner



Gary Hogsett, Commissioner

Attest:



City Clerk/Treasurer

Minutes of the Independence City Commission's January 15, 2019
Worksession with the Planning Commission

The Independence City Commission met for a special meeting with the Planning Commission on January 15, 2019 at 5:30 P.M. in the Veterans Room at the Memorial Hall. Mayor Louis Ysusi, Commissioner Leonhard Caflisch and Commissioner Gary Hogsett were present. Others present included:

Planning Commission

Mary Jo Meier, Vice Chair
Andy McLenon, Secretary
Jim Hardy
Brian Beecham
Barb Emert
Steve McBride
Philipp Umlauf
Michelle Anderson

City Staff

Craig Whitehead, City Manager
Jeff Chubb, City Attorney
Kelly Passauer, Assistant City Manager/Zoning Administrator
David Schwenker, City Clerk/City Treasurer

Visitors

Ellie Davis
Brent Littleton

I. SPECIAL SESSION

A. Call to Order

Mayor Ysusi called the City Commission meeting to order at 5:30 P.M.

1. Vice Chair Mary Jo Meier called the Planning Commission meeting to order at 5:30 P.M.

The Mayor asked everyone to introduce themselves, which they did.

II. WORKSESSION WITH THE PLANNING COMMISSION

A. Status of previous December 28, 2017 directive by the City Commission to the Planning Commission to review and recommend text amendments relating to the following:

1. Attention-Attracting Devices and Electronic Signs;
2. Downtown Signage;
3. Food Trucks;
4. Gravel parking lots;
5. Recreational vehicles, 5th wheels and travel trailers that are occupied; and
6. Tiny houses.

Assistant City Manager/Zoning Administrator Kelly Passauer reviewed the status of the December 28, 2017 City Commission directive as follows:

Minutes of the Independence City Commission's January 15, 2019
Worksession with the Planning Commission

1. Attention-Attracting Devices and Electronic Signs – Completed – This item had to do with a request from some of the churches to have electronic signage that were located in residential or central business district zones that did not allow such signage -- Text amendment recommended, and Ordinance 4269 was adopted by the City Commission on February 22, 2018.
 2. Downtown Signage – Completed – This topic was initiated based on complaints received regarding the current downtown sign regulations, including the number of signs -- The Planning Commission requested Main Street (working with downtown businesses) to review the downtown sign ordinance. After their review, Main Street recommended no modifications to the sign code at the April 3, 2018 meeting. They did recommend updating the IHPRC brochure to include downtown style buildings and suggested sign placements, which has been done. Since no text amendments were recommended, this item did not come back to the City Commission for action.
 3. Food Trucks – Completed -- Text Amendment recommended and Ordinances 4272, 4273 and 4274 were adopted by City Commission on July 26, 2018.
 4. Gravel parking lots – In Process -- Timeline to follow.
 5. Recreational vehicles, 5th wheels and travel trailers that are occupied – Not started.
 6. Tiny houses – Not started.
- B. Discussion with the Planning Commission regarding the modified recommendation from the Planning Commission to adopt an ordinance implementing text amendments to the Code of the City of Independence, Kansas, specifically Appendix B – Zoning Code relating to Off-street parking requirements tabled from the December 13, 2018 City Commission meeting.

Assistant City Manager/Zoning Administrator went through the following timeline:

- July 2, 2018 – Original public hearing was held, Planning Commission adjourned the hearing until October 2, 2018.
- October 2, 2018 -- The Planning Commission made a recommendation to the City Commission to modify the language, adding additional definitions related to ADA requirements and gravel, and modified the design requirements in the off-street parking regulations to allow gravel meeting certain specifications in M-1 and M-2 (industrial) districts.
- November 5, 2018 – The City Commission tabled action and returned this item back to the Planning Commission for clarification on specific elements of the original recommendation and provided suggestions.
- December 4, 2018 -- The Planning Commission reviewed and responded to the feedback from the City Commission and modified their original recommendation.
- December 13, 2018 – The City Commission reviewed the Planning Commission's modified recommendation and tabled action until after a joint Worksession with the Planning Commission.

Minutes of the Independence City Commission's January 15, 2019
Worksession with the Planning Commission

Assistant City Manager/Zoning Administrator then went through Planning Commission's December 4, 2018 responses to the City Commission's November 5, 2018 feedback as follows:

- 11/05/2018 -- The City Commission wants to know the initial intent and purpose of the text amendment.
- 11/05/2018 -- The City Commission wants to know if the text amendment will attract new businesses.
- 12/04/2018 Response from the Planning Commission:
 - To make the City more attractive, to recruit new businesses to the City and to enable flexibility for existing businesses to expand their parking area if need be for growth in alignment with the Economic Development Strategic Directive No 1 of the Community Based Strategic Plan.
- 11/05/2018 -- The City Commission had the following concerns:
 - The appearance of large gravel parking lots.
 - Gravel running off in heavy rains.
 - Ability to adequately mark ADA spots.
- 12/04/2018 Response from the Planning Commission:
 - Non-ADA off-street parking areas shall be graded, paved or otherwise improved with an all-weather, dustless material that is contained in such a manner as to not allow surface material to wash off during heavy rains, and so drained as to avoid flow of water across sidewalks. ADA compliant parking and accessible paths to an entrance to the facility served by off-street parking shall be hard-surfaced.
- 11/05/2018 -- The City Commission provided the following suggestions:
 - Limiting the size of gravel parking lots to a maximum number of spaces.
 - Continue to require new buildings or new industries to hard surface required off-street parking to City code standards but allow existing industries that already have a gravel parking lot that is grandfathered in (a non-conforming use) to expand (enlarge) their existing gravel parking lot.
 - However, if they have an existing hard-surfaced parking lot any expansion (enlargement) would have to be hard surfaced.
- 12/04/2018 Response from the Planning Commission:
 - They unanimously approved a motion to not limit the size of non-hard surface parking lots to a maximum number of spaces, nor require new businesses or industries to hard surface, or business expansions to hard surface.
 - The exceptions to this would be:
 - If the business has an existing hard surface parking area, they cannot remove it and replace it with a non-hard surface material.
 - If a business expands an existing hard surfaced parking area, they may do so with non-hard surface material for a period of up to two years, after that the expanded parking area must be removed or hard surfaced.

Minutes of the Independence City Commission's January 15, 2019
Worksession with the Planning Commission

Assistant City Manager/Zoning Administrator Kelly Passauer then went through the detailed December 4, 2018 Recommended Modifications from the Planning Commission, a copy of which was included in the agenda packet.

Mayor Ysusi asked how the City could force compliance if a business expanded their hard parking lot with a non-hard surfaced parking material and did not hard surface it after two years because they decide that they do not have the funds.

City Attorney Jeff Chubb said he believes there is a section in the zoning code that they can be cited into municipal court and fined or a civil injunction could be filed.

Mayor Ysusi then related the situation to nuisance fines, and that it ends up being the City's responsibility to maintain. He then asked, "What if they decide they don't have the funds to comply?"

City Attorney Chubb said if they go through municipal court, they can be fined a certain amount each day, or a separate injunction action. District Court is the same way, if they do not do it by the deadline, the Court can find them in contempt.

Mayor Ysusi reiterated that they would eventually have to either comply or the fines would move them in the direction of compliance.

Commissioner Caflisch stated that he could see if an existing manufacturer has an existing gravel lot and they are increasing their production or the size of the plant within reason or just a few spots, they should be allowed to add limited spaces in gravel and should not be required to come back with the addition and pave the existing lot plus the additional spaces. Further stating; "For a new facility, the only paving surface should be a hard surface for long term. Paving solves a lot of problems not only for them, but for us, with runoff, the gravel displacement. You can control runoff much better with a hard surface. Calcium chloride becomes a continued maintenance factor, increase enforcement responsibility, forcing them to apply it. Calcium chloride draws moisture to keep the particles moist, but it creates other problems with tracking it into vehicles or the facility. For new facilities, a paved surface with asphalt, concrete, even chip and seal does provide a hard surface, but it is lesser quality and lesser performance than the other two, but to allow a gravel open surface parking lot I think that is an area that we don't want to go as a City. You look at the new facilities, the cost of building a facility, it's just another cost factor that should be taken into consideration. I can understand with existing gravel parking lots of some industries not requiring hard surface there, but any new facility we should keep it as we had it in the past, has to be a hard surface asphalt or concrete material. The calcium chloride or dust reducing materials are not really intended for a long-term situation."

Commissioner Hogsett said that he was eager to hear what the Planning Commissioners had to say.

Planning Commissioner Mary Jo Meier stated that the initial intent was to attract new businesses and align with growth, and the Planning Commission was very concerned about asking a new business, that even maybe they would purchase an existing building, that did not have pavement and asking them to start that business and add the cost of paving the parking lot might be something that didn't fall in those two points. She further stated; "We felt like it discouraged businesses, and that we felt like it wouldn't be in line with growth and maybe extending that two years would give them a little bit more time."

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Mayor Ysusi stated; "An existing facility with an existing lot, but a new facility that is being built from the ground up, enforcing the pavement after two years. Are we willing to take the industry to court to force them to pave their parking lot? It is easier to get it done initially then it is to come back later on once the plant is in operation. I could understand grandfathering the parking to encourage reuse of the building, but a total new facility we would want to keep the surfaces paved."

Commissioner Caflisch stated; "I designed a church in Iola, and they didn't pave the parking lot because of cost initially, but they found within a year they were paving the parking lot because of the increased maintenance they had on the building, the gravel, the dirt tracking into the facility. They found it advantageous for them to go ahead, and it provided a lot of other controls of where they parked, the spacing, and those issues were resolved. But I understand your concern with an existing building for somebody to start up a company, usually they are looking at limited funds and I think we should address those cases. But if we're looking at a brand-new facility coming in ... in those cases they should have a hard surface set up and that's where ... giving the two year ... when we look at alternates such as calcium chloride to keep down dust it's just going to be a continued enforcement issue for the City. We probably should eliminate alternate surfaces, or if there is some magic material specify it directly, but anything that still allows the granules and the gravel to be exposed is going to be an enforcement issue for us and cause us other issues."

Assistant City Manager/Zoning Administrator Kelly Passauer stated that the two years only applies to someone that has an existing hard surface parking lot and they wish to temporarily expand it. Further stating; "So the thought was ... if a refinery has a turn around and they put in some temporary parking for a short period of time and they don't particularly need it beyond the two years. That was the thought behind that ... the two years only is talking about if they have an existing parking lot that's hard surface and then they can expand it with a non-hard surface for up to two years if they had a special need for parking that wasn't going to be long-term ... so the reference to the two years was only for a temporary lot, then they would have to remove it or hard surface it within two years."

Commissioner Hogsett made a comment about the Planning Commission's decision to recommend this change was unanimous.

Planning Commissioner Brian Beecham stated that; "One of the other things we considered was trying to come up with an understand of what industries came to Southeast Kansas. Recently, one of the examples that we looked at was Orizon Aerostructures in Chanute. They invested in a 70,000 square foot facility fifteen million dollars. I was fortunate enough to be able to talk to the builder for that project which was Koehn Construction out of Fredonia. It is asphalt in front of the office, but around the facility is gravel. I asked what stipulated that, and it was cost and when they started looking at ways they could cut cost on the project, that is the first thing to go was doing the hard surface around the entire structure. But for deliveries and everything else, the cost was six to eight dollars a square foot so when you start looking at a 70,000 square foot facility and the amount that went around it, you start talking about real numbers. That was part of the reason that Orizon chose Chanute from what Koehn said, as they had leniency on what they were able to do with the hard surface around it. That came up in part of our conversation, and I believe Philipp [Umlauf] talked with one of the gentlemen at Orizon about it as well."

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Planning Commissioner Philipp Umlauf stated; "Exactly the same comments, it was almost verbatim."

Planning Commissioner Brian Beecham stated; "So we used that as a point of reference. I have been in Independence for six years now and I don't know of any industry that has come here in my time. So, are there any examples that anyone can give us?"

Commissioner Caflisch stated; "What you could do is consider it with a variance, maybe that way you are looking at exact use, you're not throwing a blanket but you're allowing the manufacturer to bring in a variance because if you've got a pipe yard there you would want something other than grass to keep your maintenance down and I could see a gravel surface while the drives going through the pipe yard I could see that being gravel too, that you wouldn't want to require it. But when you look at employee parking and other areas, I think that is where we want some controls. So instead of saying a blanket and they determine what they want to do, I think we should say what we expect, and require them to come present the alternate for us to approve. That way, you know because the way we have it, you don't have to put it around the building, and you can't really without knowing the use of the facility. You can't create an ordinance that's going to address those, but if you allow a variance, is really the only reason for a variance is to address a hardship of a developer in a case that you're describing there can be hard case conditions that you know you would want to look at areas for their deliveries, short-term parking or material storage yards that wouldn't necessarily have the problem created with a high traffic area but you know a definite parking lot and constant traffic is different we would want to see that. What I would see the variance case, you come talk to us and you know we could address each specific case like the one your describing and how it can be compatible to them."

Planning Commissioner Brian Beecham said; "That is our intent what you're talking about, and that has been our intent to provide some flexibility not some hard line that 'Hey, it's just going to be this way with no exceptions' and to have the ability to try to get in that game and draw some industry here, and I really think, and I'm not trying to speak for everybody, but I think that was part of the intent of what we were trying to do."

Planning Commissioner Philipp Umlauf stated; "Yeah, I would 100% agree with that, you know, that does increase the amount of variances that we have, and as we get more and more variances at some point in time it makes a case then why do we even have the rule if we're going to give a variance every time. It makes it very difficult, you know, to say you have to have this hard surface, but if you don't want to put it in then come see us and we will back off of that. So, at that point of time, what is even the point of having that ordinance there if we are just going to back off of it every time. If you give them some leeway to do that, that does a couple of things for us, it opens us up to allowing companies to see, 'Oh, well we're not going to have to spend a third of what we spent on our building to hard surface a lot and that helps us out and we can get into this place and it is a good community, so we want to give them a shot', rather than ruling us out right off the jump street. Secondly, you know that also allows us to . . . sorry, I lost my train of thought there, but I am going to talk to about something else I have been hanging onto. As far as their building maintenance goes, that is really their call, I mean if they want to save that money up front and they figure out in the future that they want to hard surface that, then more power to them, that is a plus for us. However, when you start dictating how their facility needs to look in every aspect and dictating how they have to set up everything, now you are starting to kind of get into how they run their business and now you are opening yourself up for even more possible

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enforcement issues and just being completely skipped over for those new businesses that want to come to our town. Or, you know part of me wanted to ask the Montgomery County Action Council as to what their thoughts are on this, what are they seeing? Are they seeing the same types of issues attracting businesses to towns that don't have these requirements?"

Commissioner Hogsett stated; "I was just thinking the same thing, I wish they were here for this discussion."

Planning Commissioner Philipp Umlauf stated; "That was something I just thought about like an hour ago, otherwise I would have reached out to her."

Commissioner Hogsett stated; "I just met with Trisha this afternoon with Nathan Berg, does anybody know Nathan Berg? So, I guess he was born and raised here and started a business in Oklahoma and he wants to come back so he just bought a building south of Dearing where he is going to move his business. And you know he's got the gravel drive, I mean he is in the County so he can get back to Southeast Kansas for a lot less money than if he were building a place in Independence. And I am all for attracting new industry, whatever it takes, and if this is really a legitimate concern, that would keep people from building here I am very interested in changing it. But we also just did a Community Based Strategic Plan and the number one concern of people was "Let's make our City beautiful again, it is not looking so great" and I think this is a little bit of a detraction to that."

Planning Commissioner Philipp Umlauf stated; "In speaking to that, we are talking about strictly M-1 and M-2."

Commissioner Hogsett stated; "Right".

Planning Commissioner Philipp Umlauf stated; "... We are not talking about residential, you know these are places that are off the beaten tracks, back near behind the Hackney area, down near where Atmos is, out near the airport. These are not intown places where you are going to see this on a daily basis unless you are physically going to these places."

Commissioner Hogsett stated; "Yeah, I agree Philipp. I think it is definitely something to be considered. It's just, my alley, I don't know if you know where I live, but there are only two houses on my block so there are only a few cars that use my alley and it is so bad that you sink up into your axles because of the gravel."

Planning Commissioner Umlauf stated; "I know your neighborhood very well."

Commissioner Hogsett; "Yeah, so it just seems like gravel is not permanent and it is not well taken care of in many cases. Certainly not our alley, or most alleys around town are looking pretty sad right now because of the weather, so I don't know. I guess I would like to see some statistics. Maybe you have others besides the fact that Chanute has been more successful than us, that this will really make a difference in attracting industry."

Planning Commissioner Umlauf stated; "As far as the permanency and heavy use goes, I worked for Layne Energy for eleven years. They had a gravel parking lot for the entire eleven years, ran a box blade over it once a year and never really had to do much more than that to it, and we are talking heavy equipment in and out of there all day long,

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trucks in and out of there all day long. It was never an issue. Dart had a facility on the same road, same thing with them, I think it does hold up well as long as it is done correctly. I've traveled lease roads for the last sixteen years of my life and those are roads that are made straight through farmer's fields that were never intended to have a road, but if when they are built right, they stay."

Commissioner Hogsett stated; "But those would have very, very low traffic on them, wouldn't they?"

Planning Commissioner Philipp Umlauf stated; "Well a couple of times a day, every single day. And you are not just running a pickup up and down them, there are chemical trucks going up and down them, there are pulling units going up and down them, it is a lot more than people think."

Commissioner Hogsett stated; "Okay, thanks for that."

Planning Commissioner Jim Hardy stated; "I know when we discussed this I was picturing a smaller industry coming in starting up, just employed 50-100, that is what I was picturing, not to compare with a Fortune 500 where the resources wouldn't be a problem for paved or concrete the whole thing, but 50-100, like Philipp said a small business like that would be ideal for Independence but right off the bat a third of that cost would go to that surface, where it could be used for capital inside, for employees."

Commissioner Hogsett stated; "I was saying to a few of you when I walked into the room that I am going to be repaving a big chunk of our alley behind our building, because we have had to tear it up to replace a drain lines and it is just prohibitively expensive. So, I totally get where you are coming from, and that is just 400 square foot."

Planning Commissioner Brian Beecham stated; "I think the number we came up to by asking people that do it was \$6 to \$8 per square foot is the cost."

Commissioner Hogsett stated; "I can't picture how many square feet on the top of my head how much they would typically need to do, but I'm guessing it is a huge number."

Commissioner Brian Beecham stated; "Yeah, I think so."

Commissioner Philipp Umlauf stated; "If you think about it, a 10,000 square foot parking lot is really not that big, when you start putting vehicles in there that the average length of them is 20 feet."

Commissioner Hogsett stated; "So that would be \$60,000 to \$80,000"

Commissioner Philipp Umlauf stated; "You are basically talking about a parking lot that is the size of McDonald's parking lot, that is a huge expense."

Commissioner Caflisch stated; "Well why should M-1 zone be excluded from paving a parking lot, where you've got a small business that is opening an office and you are going to require them to pave a parking lot, so they're start-up cost, you will have a lot more businesses coming in to expand so why are you granting an industry that we don't have coming in a gap, but then what we have every day we are going to hold the line or you're going to consider a small industry coming in that we want them to come and they don't have to pave their parking lot, but I'm going to build a new house and I'm going to

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build a garage and now I've got \$5,000 to \$6,000 for a driveway that has to be paved and it's harder for me to get the \$5,000 or \$6,000 for the driveway than it is for an industry that is selling a product?"

Commissioner Hogsett stated; "That is a good comparison, but on the other hand you have to be a good neighbor, you have to match what the neighborhood is doing. I mean if I've got a downtown business, we can't have the next-door neighbor have a gravel sidewalk out front, it has got to be consistent."

Commissioner Caflisch stated; "So your 400 square foot of concrete in the alley is justified."

Commissioner Hogsett laughed and stated; "Touché. I just think in a neighborhood that, you know, houses need to sort of match. You can have a dump next door to a nice house, but you would rather not because it is unfair to the person...."

Commissioner Caflisch stated; "When we are looking at businesses, we are looking at the same thing to encourage. Basically, we have to look at the long-term use of what we want the City to be. An industrial park setting, what do we see the need for in our industrial park dealing with the gravel run off in our drainage, in our streets, how are we going to control that, are we going to require heavy traffic areas to be hard surfaced or are we going to allow them all to be gravel, if you know..."

Planning Commissioner Philipp Umlauf stated; "Well, to answer your statement, Michael Conway is opening a car shop in the industrial zone, I think he would be greatly appreciative of the fact that he does not have to hard scape all of his potential parking area. I think that would help him dramatically."

Commissioner Caflisch stated; "But his is already under, since he already . . he's not allowed to participate in this is he, since his already...."

Planning Commissioner Philipp Umlauf stated; "He's in a M-1/M-2 zone."

Commissioner Caflisch stated; "But he has already built, he should be required to pave now, not wait."

Planning Commissioner Philipp Umlauf stated; "The point that I am trying to make is would that have made things easier for him, would he have been able to pull that whole thing off in a shorter period of time, would he have been up and running faster. Would it have been a more attractive thing for him to do sooner. That is just one example, but it speaks directly to what you were just saying for a smaller business that comes into our area. If they want to be in that M-1 or M-2 zone, that is their prerogative, if they want to be in our downtown district or in one of our commercial districts that has stipulations to go along with it. What we are trying to convey is, manufacturing jobs pay well, employ a lot of people, and the buildings can go up very quickly, they can be put online very quickly, and we are afraid that we are not in the running because of the additional costs required to facilitate them bringing their business here. Whether they are publicly looking at us or not, when push comes to shove, is that a consideration? Case in point, our Amazon distribution center that yes was out in the county, but they left stating the reasons they were leaving was due to the fact that it was going to cost them more money to refit their facility than it would cost them to build a new one. Would it have been more attractive for them, if we had said 'Hey, come to Independence, put this thing in our industrial zone back here, you don't have to hardscape your parking lot, you can put

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your new facility here and stay where you are at, instead of moving to Olathe, which is where they are now. In a facility that is actually smaller than the one they were in here. Would that have kept those several hundred jobs here, and those several thousand people that were a part of our countywide community that are now gone. That's a huge hurdle for us to overcome and hindsight is 20/20 but these are the type of things that I think about when something like this comes across our table."

Commissioner Hogsett stated; "When Annie and I were looking around at cities deciding where we wanted to move, one of the cities that we were really impressed with was McPherson. They are just booming, they have got industries springing up all over the city, does anyone know if they have requirements regarding this?"

Planning Commissioner Philipp Umlauf stated; "I don't know, I've spent a fair amount of time in McPherson, but I don't know any of the requirements."

Commissioner Hogsett asked City Manager Craig Whitehead; "Craig, you have been in eight or nine cities, have you seen this issue before?"

City Manager Craig Whitehead stated; "Not really, other than in my last city you had to pave no matter what you were bringing in, even manufacturing. Granted that we didn't have M-1 zones that are industrial, so you just had to pave, and they had to take care of the run off of that water, and we started getting into permeable concrete to solve drainage, cheaper for the developers. The other thing we saw in getting business was incentives, and gravel parking lots was not an incentive that I ever ran across. So, you could still require a hard surface, but through other financial incentive it might offset. Because right now, if there is an industry coming the City already has incentives in place per job, so much dollar amount, that we will give to an industry as well as some property tax abatement, so I've never seen this specifically affecting a development."

Commissioner Hogsett asked; "Weren't you previously in some fairly small cities, much smaller than American Fork?"

City Manager Whitehead replied; "Yes, my first City Manager job was in a City half this size, a very rural area. I don't remember coming across it, but we didn't have much development either. This was north on the Canadian border, so you didn't get a lot of development other than the state. But again, I never faced that. It was other development. My last two cities, some were larger, more urban, and incentives. Talk about why companies locate, why do they move, why do they locate where they locate. Well moving to Olathe was because it was Olathe and Olathe was in that area next to a lot of services, there are lots of reasons companies choose a site selection so you can't, it's hard to tell why a company and sometimes it is where the CEO's wife wants to live. That always plays into it, where they like to shop. And we had industries, we had a Gateway Computers that eventually moved their headquarter to San Diego because that's where the CEO's wife wanted to live, not South Dakota. There are a lot of things in site selection, and sometimes maybe the gravel parking lot tips the scales, you never know, but I'm more on the Mayor's side as you can tell."

Planning Commissioner Brian Beecham stated; "I think one of the things we are looking for is to get the ball rolling and that's why we are trying to come up with ways when we see an opportunity and we see something close by and that was part of their stimulus in doing it, and there was economic assistance in it and that is readily available online as well. Where do we get started?"

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Commissioner Caflisch stated; "We have the economic development fund, but we don't have any hard guidelines on how that would be distributed, that could be tied in as an incentive to help out offset some of the initial costs, or like Craig mentioned some other abatements that we have. We just did the West Laurel Street Industrial Park and West Main Revitalization zones.

Assistant City Manager/Zoning Administrator Kelly Passauer replied; "Probably 2015 we redid it."

Commissioner Caflisch asked; "Didn't we split it so that there is West Main and also the industrial park?"

Assistant City Manager/Zoning Administrator Kelly Passauer replied; "Yes"

Commissioner Caflisch stated; "So we have handled some ways that can get tax abatement to an industry, but we still have our economic development money that we could look at distributing other ways to get financial assistance to attract businesses. I think you would use some of those to off-set the paving, but still there are some areas in industrial, plant or development that, pipe yards, material, steel storage yards that I would see exempt from paving but when you look at actual vehicular traffic, I still think..."

Assistant City Manager/Zoning Administrator Kelly Passauer replied; "I think those are already exempt. It's the actual parking area"

Commissioner Caflisch stated; "Yeah, I thought we had something about pipe storage, but the alleys as you mentioned, the graveled alleys are a maintenance problem for us, but you look at the effect in the street how much gravel washes out in every rain out into the street, that becomes our problem and it increases our cost of maintenance and in operations. That is why I am hesitant to allow parking areas to be excluded from hard surface, or to allow a gravel surface."

Planning Commissioner Philipp Umlauf stated; "That was actually one of the requirements in there was to design your lot in such a fashion that it negates that gravel run off into the street, and also having that hardscaped surface service drive is another barrier point to keep that from meeting our streets. I kind of feel like we've hit this impasse and we . . . now we are talking incentives and abatements verses cost savings. But all those incentives and all those abatements are more cost to the City, and this is something that could be a cost savings to an industry or a business that has really no cost to the City or the county or state. This is simple economics, as opposed to macroeconomics here."

Planning Commissioner Andy McLenon stated; "So a couple of thoughts are rolling through my head here, based on what I've heard, I appreciate your comments Leonhard on the tax incentives, but I think, and I also understand from Craig's point that there is as much art as there is to science on business recruitment and retention. At the end of the day every City is offering very similar incentives as far as tax incentives, so what are we doing to differentiate ourselves to even be on the map is kind of the thought process too. The other thing I am thinking that we talked about as a group here I believe was although I'd like to be a dreamer and think we could land a Fortune 500 company, I'm also pretty realistic on the model that we have developed whether intentional or unintentional over the last several year of bootstrapping entrepreneurship coming out of the college through the Fab Lab, through returners, so on and so forth, the budgets that I

would suspect, the capital outlays that I would suspect that those companies have to start with are in the tune of several hundred thousand dollars to get a business up and running, verses a multimillion dollar backing. Just on the simple math we did earlier on a 10,000 square foot parking lot at \$60,000 if your budget is half of million dollars, 10% of it just goes to parking, that doesn't even go to permitting and structure and hiring and IT and services and all that type of stuff, setting up for a new facility. With our strategy we've employed in the last several years is that we would rather have lots of little eggs, verses one big egg in a basket. I see this parking lot as giving flexibility to attract more littler eggs, that maybe someday would grow up to be a great big egg for us, and then we could have that conversation. The variance structure, although I like it, and I like the flexibility to it, I'm afraid from a site selection standpoint a company doesn't get through the funnel far enough for a site selection model to even have that opportunity to even offer up that there is a variance. We are probably eliminated before we even know we were on the short list so to speak. So those are some of the thoughts that were coming through in the conversation we had as a group. I think we have reached a consensus that the temporary expansion, if you have a hard surface going to gravel makes a lot of sense, so if Hackney wants to take on some new business, but you know what, it looks like it's a cyclical feature that's going to be around for eighteen months and they need to bring on another dozen people per shift and they don't have parking, throw out the gravel let's get it on and let's get that going, let's get the jobs, let's get the revenue streams that are generated by that because there is the taxation on the backside that would help offset some of these incremental costs that we have been discussing of water runoff and road cleaning for gravel and that kind of stuff. The stance we have taken is that we have had this model in place for a number of years, we have had some victories, but could we get some more victories by adding some additional flexibility. And if it doesn't work, we can revisit it and you know in forty-eight months and go back to the old way. So, it is, that was some of the conversation we had as well. That is a lot I just puked out there in two minutes but there it is. I totally get from a beautification standpoint and from cleanliness, I get it, I do get it. But I also have seen the feedback from the community, in their survey that we took earlier last year, you know, jobs, jobs, jobs. People want to come back to Independence, we hear it every year at Neewollah, but I don't have anything to do. So here is another opportunity to say come back and start your own gig, we are going to be a low-cost solution to start your own business and we are going to try to make it happen. I would much rather tell them that then, 'Yeah, Mercy closed, that sucks. Amazon left, that's too bad', you know, 'Come back and start your own business, we're going to make it as capital friendly as we possibly can, and maybe we have to settle on having a gravel parking lot with chloride on it for a while, until they get big. Then we have to keep them from moving to San Diego.'

Mayor Ysusi stated; "So that gives a company that's coming in some flexibility, so they are not paying that out on the initial startup cost. Gives them a little time frame to see how this is going to progress, and either it will, or it won't in that timeframe, and if it does then at that point they know what the stipulations are and . . ."

Commissioner Caflisch stated; "There are no, once they build a building or they buy an existing they never have to pave it, only if they are expanding a temporary parking area. If they are expanding an existing"

Mayor Ysusi stated; "Or new."

Commissioner Caflisch stated; "No"

Assistant City Manager/Zoning Administrator stated; "Expanding an existing hard

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surfaced area temporarily is the two year."

Commissioner Caflisch stated; "That is the two-year limit. If they build a new facility, and it goes gravel they never have to pave it. The two year was only on an existing paved, that you have two years to use it as gravel, then you either remove it or pave it."

Mayor stated; "Okay".

Brent Littleton asked if he could say something; "I didn't sign up, but I should have, but this is ironic, this is about parking lots."

Commissioner Hogsett stated that he had to come up to the microphone.

Brent Littleton stated; "I think what they are trying to help too, if you think like Murphy Oil out there and the funeral home where they do the sandblasting and stuff, when you go into those businesses there are driveways, and when you want to go into the lobby to plan a funeral it is asphalt, whatever it is. And the same way at Murphy's place. And I don't know if they are out in the county, so it doesn't apply to them, but if you think about what they are doing if you go around their buildings it is gravel, you know they pull in and back up and unload tombstones or whatever they are doing. They don't drive on asphalt. As a matter of fact, asphalt is a very, when you have big vehicles like US Food Trucks, I know driving on blacktop, man your sealant, and you are fixing cracks and stuff like that all the time, so that is cost prohibitive too unless they can afford concrete. And like Sonic's new concrete, that is \$150,000 probably worth of concrete and I guarantee it is in that neck of the woods. That drive through lane we put around Dairy Queen, I just put a concrete drive through lane around there and it was \$26,000. Because it is cheaper to go ahead and spend it now while the constructions down, then for me to always have to go through there and fix that black top because cars are constantly turning. So, I shared this with Kelly the other day, but Lou Holtz one time said, 'It is never a good time to make a bad decision, but it is always a good time to make the right decision.' So whatever you all think the variance needs to be, you all need to put it in place and help them because they can keep answering these questions and keep coming back and forth and this could go on for a year, you know. But just realize if you've got to worry about drainage going to the road, there has to be a driveway there, and if they have a customer entrance it needs to be hard surfaced, but if it's around a building where they are getting deliveries and trucks and some employees are parking back there, there ought to be some variances on that and it ought not to be real complicated. Anyway, that is all I have to say."

The Mayor thanked Brent Littleton for his comments.

City Attorney Jeff Chubb stated; "I don't have a vote. You have required hard surface, not require hard surface, there's probably room to compromise, like Brent said, maybe a hard surface where retail customers might be required to park as opposed to employee's parking, or phase in the hard surface over a period of time so that it is not an upfront cost prohibitive thing for new business. There are a lot of areas you could compromise on."

Mayor Ysusi stated; "And still get the desired effect that you want in the long term over a period of time, yeah."

Commissioner Philipp Umlauf stated; "In the spirit of that, you know a visitors/ADA parking area that is hard surfaced is something I wholeheartedly agree with, and some of

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us argued back on forth about that on the zoning side.”

Commissioner Hogsett joked; “Was it Michelle that argued the most? I bet it was.”

Planning Commissioner Philipp Umlauf stated; “Not at all. But I see that being something that kind of fits this mold which is if the employee parking is out of site, and the visitor/ADA parking is on the forefront then you have maintained that beautification, reduced cost, that visitor and ADA parking area might be for a small business like Andy was saying that has a half million dollar budget that might be four spots, they might only need two ADA's and two visitors, but still allows them to adhere to some of the beautification requests that we have as well as saying ‘alright, all my employees park back here’ and ...”

Commissioner Hogsett stated that he agreed and that is very common, stating; “In my job I do consulting for manufacturing firms and whether it is in Kansas City or Salina, you drive in on an asphalt drive and there is parking there for visitors, but you go around the back side, the side of the building and the back is generally not paved, where the heavy equipment is running and all.”

Mayor Ysusi agreed, stating that; “All the facilities that he has been involved in the hard surface parking was up front for visitors, customers and ADA, but once you initially go through the initial parking lot everything behind the building was gravel because you've got your heavy trucks unloading poles, pad mount transformers, it was just a gravel surface, and it was a huge area and every facility I've ever visited with Westar that is how it was maintained. They met the letter of the law as far as ADA and the front of the building you want that to look nice when you drive in for the first impression, but once you got past that initial driveway everything behind the building was gravel. And it's just been like that, even at our building out here east of town, with all our heavy trucks, that whole parking lot if concrete and storage area, but when we've had extra equipment brought in that we didn't have room to park on the concrete we have just went out to grassy area and laid rock, laid gravel out so we could put in pole trailers, two or three extra pole trailers that we had accumulated and we didn't put a hard surface there because they are not going to get any traffic, it is just basically to sit a piece of equipment there that is not sitting in grass we have to mow around and it gave us an easy way to drop off equipment like that on a site without it being paved, so even we found a way to work around that. So I'm more inclined to find a way to make a compromise here where we can accommodate what you are bringing to us, and some concerns that we have and we always have the ability down the road, whoever is sitting here, if they want to go back and revisit that and make some changes that does gives us the advantage and ability to do that if that doesn't seem to meet the intended purpose that we want, we can go back and revisit that and then come up with something different. But on this strategic planning, and I hear this all the time, people that would like to come back and there is not a job here for me, not with my education and my background, there is not a job I could come back to Independence and work. I'm familiar with Chanute and McPherson, some of the advantages they have, they run their own utilities, they have more staffing, they have the ability to do that because they are making money by having their own municipality, they provide their own power. So yeah, they can have a lot more staffing, they can do a lot of things and offer an attractive rate for a business coming in. As a matter of fact, I'm familiar with Chanute they had an abandoned building that was a previous manufacturing tenant that had left, and they worked out a very reasonable fair price with an industry coming in and sold them that building. But I guarantee you they also offered them a pretty sweet deal on their electric rates too. They have other incentives they can offer that gives them a leg up on us that do not have that ability.

Monet, Missouri buys wholesale power and they sell it to their commercial, industrial and residential base and they are generating 16-18 million dollars per year, and they are using that to build infrastructure in Monet. They are buying it on the wholesale market and then reselling it, selling it for a price. There are so many different other incentives out there that all these communities have to offer, and they all play a hand in this. You know your tax abatements for how many years, all of these things play into that. I think we need to figure out some way to accommodate what you are asking us to do, and some of the concerns that we have and move forward on that. And we can always revisit it down the road, I don't want to be like the federal government where they make a hard-fast rule and you comply, and it always the citizens comply, but the federal government gets to do what they want to do because they are the federal government. So, that's my concerns on this."

Commissioner Caflisch stated; "The hard part is setting up an ordinance or any code that is applicable in every situation, and you've got to look at what the intent of what the requirement is, what was the general, in this case what was perceived as a benefit of paved parking, what were you trying to accomplish with a paved surface. You look at this, we are concerned about a small business, so a small business has a bigger financial impact, but if you start looking at ADA spots, or visitor spots you are down to a smaller area that it might be cheaper just to pave everything, but you know when you are looking at a large manufacturing plant that has 100 cars you have a difference condition, if you've got a business or industry that has high truck traffic coming in that that is mainly their job is distribution with multi-axle vehicles and heavy weight, then you've got different requirements you are generating, different dust conditions and you are limited on how effective the calcium chloride is because of all the traffic that keeps stirring and breaking down the surface, so what you guys and we are doing is not an easy task, any time. Because we are trying to establish something for the betterment of the community to give us direction, and we are trying to look at every case under the sun that we are going to encounter and make one blanket that is going to be applicable for everyone, and we can't do it. That's where variances come in and you know, the best attempt that we can make, and we go with it. Because there is always, I guess from my past I've always had to deal with these conditions. I've always had code restrictions, zoning issues, that it is just part of doing business, so we have to look at investing and the cost and operate within that. So, you know it kind of gives me a different perspective when I look at it, but it is something that is quite difficult, and the Planning and Zoning Commission has a difficult task. I do appreciate all your time that you are trying to look at so much and the list to go through, signage, attention, getting signage, downtown signage, and now you know throwing in tiny houses and recreational vehicles that people that are going to live in, you know this is times of change that we have to consider that. I appreciate each of you, the time that you have put into this and tolerated listening to our opinions, and I appreciate you sharing your opinions too, but you know thank you for being willing to sit in that chair and make these decisions."

Mayor Ysusi stated; "I agree, this is a little different for me because this is the first time I have had to sit in and go through a process like this. Where my background is I've always been in a position to where you could sit down and you could hammer something out, and you would come to a compromise that maybe wasn't, neither side was completely happy with, but it was something that you could both live with. You know, I come from a union side where we would negotiate with the company, there were certain things we would like to see, certain things the company would like to see, and the bottom line was that we would give up something to get something. So, for me, this is quite different, because this is not. The process does not always work out that way. So, for me this is different, and I am really listening to what Gary and Leonhard are saying

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because they have a lot of experience, he's worked with regulations being an architect and his design work, and Gary the same way, he's served on a Commission or Council previously from here. So I am drawing my information listening to these two gentlemen because this is something that is foreign to me, so I'm going to depend on both of you and I will continue on the meetings that we have for you input and what your thinking is on a lot of different issues, because we collectively decide as a unit. It is helping me understand what it is we are trying to do. Anything else?"

Commissioner Caflisch replied; "Yes."

Assistant City Manager/Zoning Administrator Kelly Passauer stated; "Doing it as a variance can be problematic because, as Philipp mentioned to, they have those people before them, and it's going to be hard. You're going to make all these people come before them, it's going to be hard for them to deny that variance. And the variances before the Board of Zoning Appeals do not come to the Commission, they go to the district court if they are appealed. It's kind of like, dealing with something on a case by case basis means you have no policy. So, you know you want a policy you can apply consistently to everyone so you don't have this issue 'well this guy can do it, but this guy can't do it' because you will get into that. And, that is why I think it is better to have clear expectations, whether the front of the building has be paved for visitor or ADA or maybe the back if it is screened can be gravel for employees, or maybe you say if the parking lot is X size it doesn't have to be, and behind the building if it is larger. I mean there are different things you could look at, but I get a little worried about saying doing the variance thing and then no offense to you Leonhard, I don't mean that at all, it's just sitting in those meetings for years where people come for variances. It's hard for this board to tell somebody 'No, you can't do that.' So, it puts them in a bad position, and I think it's better if you have clear cut regulations or rules that are clear so that that can be applied, and then if that doesn't work you change the code, not say 'Oh, just go request a variance.'

Commissioner Caflisch stated; "Yeah, variances are minimally used unless extreme hardship."

Assistant City Manager/Zoning Administrator stated; "We get a lot of them on setbacks and things like that."

Commissioner Caflisch stated; "Yeah, because then you start getting into, because this company is a friend of mine, or this person is a friend, I'm going to give them a variance and it is like, and even the same with rezoning of property that it is not applicable to the area, but it's a good buy or good gift so we will rezone just because we will want to help you out."

Assistant City Manager/zoning Administrator stated; "Or this company comes in and says, 'Well if we don't get this variance we are not coming to your town, so what position does that put them in?'"

Commissioner Caflisch stated; "You can't be so lax that you have no control."

Assistant City Manager/ Zoning Administrator stated; "Right, that's why my opinion as Zoning Administrator it makes it a lot easier for the people sitting on this board and for staff to administer if we have clear cut guidelines that we can follow. And yeah, there could be variance on some things, but usually a variance is when you are going to deviate a small amount, like okay, I'm building this and instead of a ten foot setback, I

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need to encroach on that reduce that a couple of feet or something and we do that all the time and it's not. They look at that, but somebody going from not having to follow the hard surface requirement, that is something that is a lot bigger impact and I'm concerns it's going to put our Board of Zoning Appeals in a bad position."

Commissioner Caflisch stated; "That's why you just stay, pave everything."

Assistant City Manager/ Zoning Administrator stated; "And that is certainly up to you. I will say on the equipment, like you said, of course Westar is not in the City but say that they were, any equipment that is owned all under one ownership of that company currently that is exempt from the hard surface requirement now. So, if somebody, if it is their equipment or whatever that they are parking there, it doesn't have to be hard surfaced, but employee parking is where it comes into, or visitor parking or whatever, but it does not apply to equipment parking now. They do not have to hard surface where they store vehicles all under one ownership, that is already an exception."

The Mayor stated; "Well, we sure don't want to put these folks in a bad position, and the variance that would be, wouldn't be the rules it would be an extreme exception that you would make, it wouldn't be something you could continually fall back on and then you get to the point that you both have made that now you are picking and choosing who gets one and who doesn't."

Assistant City Manager/ Zoning Administrator stated; "Once you make that first one, you have basically set precedence."

Commissioner Caflisch stated; "And because I can't afford it isn't an excuse for a variance."

Assistant City Manager/ Zoning Administrator stated; "But I will guarantee you that they will say that is the hardship, 'then we are not coming to your town', that is what they will tell the board."

Commissioner Caflisch stated; "But a financial is not a hardship."

City Attorney Jeff Chubb stated; "That is correct because under the variance City code section 2-116 there are five specific factors that all five must be met before the variance can be granted and the problem is that you go to any board, there is a lot of subjectivity that shouldn't come into play, but always does, but one of the factors is 'The situation cannot be created by the action of the property owner or applicant.' And the decision to hard pave or gravel, that is 100% under the control of the applicant."

Assistant City Manager/ Zoning Administrator stated; "Yes, so they wouldn't be able to even apply for a variance."

City Attorney Jeff Chubb stated; "The board may grant it, but then actually the City could appeal and probably get it overturned in district court, so that's kind of a time waster there. The variance would not be a good way to go"

Mayor Ysusi stated that he had a better understanding after listening to all the comments.

Assistant City Manager/ Zoning Administrator asked the Mayor; "Are you wanting the Planning Commission to go back and revisit this and make another modification and

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bring it back? I think they need some direction.”

City Attorney Jeff Chubb stated; “As of right now, the way the State statute goes back and forth, it is in their court, and they have taken no action. They can’t take action tonight.”

Assistant City Manager/ Zoning Administrator asked the Mayor; “So put it back on the next Commission agenda and then they can determine if they want to...”

City Attorney Jeff Chubb stated; “...they can make a decision, or they can remand it”

Mayor Ysusi stated to place it on the next agenda, further stating that; “This is just a worksession so there is no decision making during the session, so let’s do that. Thank you for your input, it is a huge learning process for me. And I’m sure it is for some of you that are first time members on Planning and Zoning. Let’s put it on the agenda for the 24th and we will take it up at that time.”

Assistant City Manager/ Zoning Administrator asked the Mayor; “And they are all invited to attend that meeting.”

Commissioner Hogsett stated; “Yeah, they are riveting, you will want to be there.”

C. Discussion with the Planning Commission of possible future directives or additional topics for the Planning Commission to review.

Assistant City Manager/ Zoning Administrator stated; “The Planning Commission does recommend, as we review the Comprehensive Plan every year, and every year they have recommended that that be included in future budgets.”

Commissioner Caflisch stated that he just found on his bookcase a Comprehensive Plan and started looking through it. He further stated; “That it might be beneficial to read the Comprehensive Plan and be prepared. There is something interesting under housing it actually said there were I think 36 or 38 that needed immediate condemnation, or being razed, and there was an initial 53 it would be interesting to see if we ever did address those that needed to be razed.

Commissioner Hogsett asked when it was written.

Commissioner Caflisch stated it was written in 1981 and Assistant City Manager/ Zoning Administrator said it was adopted in 1982.

Commissioner Caflisch stated that it helped me to know what we have got. He further asked who initiated the neighborhood revitalization plan, and Assistant City Manager/ Zoning Administrator stated it was done by City Commission, she further stated that staff will be bringing that to the Commission.

The Mayor asked if there were any other items that needed to be brought up, at which time there was none.

III. ADJOURNMENT

A. Adjournment by the City Commission.

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Motion:

Commissioner Caflisch moved to adjourn. Commissioner Hogsett seconded the motion.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

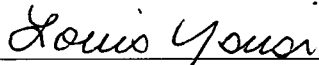
1. Adjournment by the Planning Commission

Motion:

Planning Commissioner Umlauf moved to adjourn. Planning Commissioner Andy McLenon seconded the motion.

**Aye: Meier, McLenon, Hardy, Beecham, Emert, McBride, Umlauf,
Anderson**

Nay: None



Louis Ysusi, Mayor



Leonhard Caflisch, Commissioner



Gary Hogsett, Commissioner



Mary Jo Meier, Planning Commission Vice Chair



Andy McLenon, Planning Commission Secretary

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Attest:

A handwritten signature in cursive script, reading "Kelly C. Passauer". The signature is written in black ink and is positioned above a horizontal line.

Kelly C. Passauer
Assistant City Manager/Zoning Administrator

MINUTES

Independence Planning Commission

Independence Board of Zoning Appeals

Tuesday, December 4, 2018

Veterans Room

Memorial Hall

5:30 p.m.

Call to Order

Planning Commissioner Present

Steve McBride, Jim Hardy, Andy McLenon (outside), Philipp Umlauf, Brian Beecham, Michelle Anderson, and Andy McLenon (outside)

Planning Commissioners Absent

Barb Emert, Nick McCollam (outside)

Staff Present

Kelly Passauer, Assistant City Manager/Zoning Administrator

Visitors

Henry Williams

Minutes

- a. Consider approving minutes from the November 6, 2018 meeting.

Philipp Umlauf made a motion to approve the minutes of the November 6, 2018 meeting, Andy McLenon seconded the motion. The motion carried 7-0.

Board of Zoning Appeals

- b. Consider a variance request to decrease the setbacks and increase the lot area coverage in a C-2, commercial services zoned district at 410 East Main Street.

The following staff report was provided:

Overview of Variance Requested

The Board of Zoning Appeals has received the attached application from Henry Williams representing Barbara Near requesting a variance from the district regulations. Mr. Williams is planning on constructing 22' X 26' building to house a boxing ring.

Specifically, the variances are from the following sections shown in bold which state:

510.4. Intensity of use regulations:

a. Maximum lot coverage: 50 percent.

510.5. Height regulations:

a. Maximum structure height: 35 feet or 2½ stories (whichever is smaller).

510.6. Yard regulations:

a. Minimum front yard: 35 feet measured from property line.

b. Minimum side yard: None.

Exception: Ten feet where abutting a side street; 15 feet where abutting a C-1 or O&P zone; 25 feet where abutting a residential zone.

c. Minimum rear yard: Ten feet.

Exception: 25 feet where abutting a residential zone.

The district regulations of the City zoning ordinance above state that in a C-2, commercial services district the maximum lot coverage is 50 percent and the minimum rear yard setback shall be 25 feet when abutting any "R" (Residential) district. The applicant is requesting that 50 percent maximum lot coverage be exceeded and the 25' rear yard setback be encroached 15' for a reduced rear yard setback of 10'.

In reviewing the conditions that must be met when considering the variance, we wish to provide the following information:

a. That the variance requested arises from such condition which is unique to the property in question and which is not ordinarily found in the same zone or district; and is not created by any action or actions of the property owner or the applicant; This area was originally developed many years ago prior to the zoning code. It includes buildings that are more typical of a C-3, central business district type development with zero lot lines on the front and both sides. The existing building also exceeds the maximum lot by of 50 percent, as the current lot area coverage before the variance is approximately 67 percent.

b. That the granting of the permit for the variance will not adversely affect the rights of the adjacent property owners or residents; City staff does not foresee that approval of these variances will adversely affect the rights of any property owners or residents. It is anticipated that the planned building will contain the activity. There is also an alley easement that is approximately 20' in width that serves as a buffer between the commercial zone and the residential zoned property. In addition, Mr. Williams has advised that he has spoken to the neighbors and they have no objections.

c. *That the strict application of the provisions of the zoning regulations of which variance is requested will constitute unnecessary hardship upon the property owner represented in the application;* The applicant has indicated that without the variance they would not have enough space to construct their building.

d. *That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare;* Staff does not foresee this creating any adverse impact on the public health, safety, morals, order, convenience, prosperity, or general welfare.

e. *That granting the variance desired will not be opposed to the general spirit and intent of the zoning regulations.* The General Development Plan Map shows this area commercial from Main to Myrtle. Staff does not feel that approval of this variance will be opposed to the general spirit and intent of the zoning regulations.

Staff Recommendation

Staff recommends approving the variance as requested by increasing the maximum 50 percent lot coverage 40 percent, for a maximum lot area coverage of 90 percent; and by reducing the 25' rear yard setback 15' for a reduced rear yard setback of 10'.

Steve McBride made a motion to accept staff's recommendation and approve the variance as requested by increasing the maximum 50 percent lot coverage 40 percent, for a maximum lot area coverage of 90 percent; and by reducing the 25' rear yard setback 15' for a reduced rear yard setback of 10'. The motion was seconded by Andy McLenon and passed 7-0.

Planning Commission

- c. Consider a text amendment to Appendix B – Zoning Code relating to Off-street parking requirements.

The following staff report was provided:

On your November 6, 2018 Planning Commission meeting staff provided an update regarding the feedback from the City Commission at their November 5, 2018 City Commission meeting. Staff advised that we would place this on your next regular agenda (December 4, 2018) for reconsideration. An excerpt of the minutes of your October 2, 2018 meeting regarding this item are attached which include the staff report and the original recommendation of the Planning Commission.

Regarding the text amendment for off-street parking (gravel in industrial areas) the following timeline has occurred:

- The original public hearing was July 2, 2018 -- The Planning Commission adjourned to October 2, 2018
- On October 2, 2018 the Planning Commission made a recommendation to the City Commission to modify the language, adding additional definitions related to ADA requirements and gravel, and modified the design requirements in the off-street parking regulations to allow gravel meeting certain specifications in M-1 and M-2 (industrial) districts.
- On November 5, 2018 the City Commission tabled action and returned this item back to the Planning Commission for reconsideration and provided the following feedback:
 - They want to know the initial intent and purpose of the text amendment.
 - They want to know if it will attract new businesses.
 - They had the following concerns:
 - The appearance of large gravel parking lots.
 - Gravel running off in heavy rains.
 - Ability to adequately mark ADA spots.
 - They provided the following suggestions:
 - Limiting the size of gravel parking lots to a maximum number of spaces.
 - Continue to require new buildings or new industries to hard surface required off-street parking to City code standards but allow existing industries that already have a gravel parking lot that is grandfathered in (a non-conforming use) to expand (enlarge) their existing gravel parking lot.
 - However, if they have an existing hard-surfaced parking lot any expansion (enlargement) would have to be hard surfaced.

In reviewing this item further, staff would also suggest considering the following:

- Whether to require ADA parking spaces and pathways to be hard-surfaced;
- Whether to require some sort of border material to ensure gravel stays in place;
- Whether to require gravel surfaces to be treated and maintained to be dust free; and
- Whether or not to allow a parking lot that is currently hard-surfaced to be removed and replaced with gravel.

Philip Umlauf agreed that the ADA pathways should be hard surfaced, due to marking and not be non-compliance. He stated that the border material ensures the gravel stays in

place. He indicated that we do not need require new buildings or industries to have that hard surface as we want to reduce the cost for new businesses to come to our town and establish it as a place to do business, as opposed to going to Chanute or another town that will let them do a gravel parking lot.

Andy McLenon stated that the estimated cost is \$8 per square foot to do concrete, asphalt is around \$5.50 - \$6 per square foot and is a timing issue, while gravel is \$4 - \$4.25. He further stated that he talked to a couple of businesses. One originally had gravel, and was required to asphalt it, and their property taxes went up, and then had to concrete it and it went up another 33%. He also talked to other businesses that had asphalt already that would be motivated to rip it up and come back with gravel due to property taxes. He stated that he was pro-gravel because businesses have cycles; "If you have a cycle you need to staff up, and you are out of employee parking spaces, the options are to provide a gravel pad. That cycle may be temporary. To give flexibility to the businesses, we need to have a timebound solution to this. Maybe they come in with a gravel parking lot, but they have a timeframe, going back to the fire station, granted them 24 months. For a new business, gravel gets you in here. For a 10,000 square foot parking lot, you are talking an additional \$35,000 expense to do that. For startups, if you can slash a line item by \$35,000 it is attractive."

Philip Umlauf stated that he agreed but disagreed with allowing existing hard surface parking to be ripped up to reduce their taxable amount.

Andy McLenon stated that he was shocked that you would forgo that expense for a tax bill.

Philipp Umlauf stated that it opens a can of worms, all the sudden if we are going to allow it. If you have hard surface, you must keep and maintain it but can't rip out an existing hard surface because it is counterproductive to the plan for the town.

Steve McBride asked if you have a large area that is hard surfaced that is in bad shape, would you allow them to remove that and put in gravel.

Andy McLenon stated he was thinking about the Matcor parking.

Brian Beecham stated that it's a business cycle. The focus on what the town looks like, there are main areas that people travel through. Certain areas can be addressed. High rent district has different standards. He had a conversation with the Construction Manager for Orizon; stating "They are taking employees from another company in Fredonia. Driving up living conditions. You don't want a hard surface to hold up that type of progress."

Philipp Umlauf stated that he asked the plant manager and he said they went to Chanute because they could have a gravel parking lot; "They were considering around where Sedan Floral. They are building 737 fuselages for Boeing and want to expand. 200-300 jobs that Independence did not get, that are in addition to the existing 300 jobs."

There was discussion of whether or not this business (Orizon) is in the City or County.

Brian Beecham stated; "Even at our last meeting when they are talking about the new buss building, they didn't have it in the budget to hard surface that."

Philipp Umlauf stated that; "Durham is out of here after next year."

Steve McBride stated; "The school district will employ all those people and give those people raises. They will save \$600,000, but that doesn't mean that they can pave it."

Kelly Passauer brought up the County parking lot stating that if they rezoned it to industrial this modification would address that issue.

Philip Umlauf stated that he agreed with the service drives being hard surfaced.

Brian Beecham stated that it needed to be flexible to drive people in.

Mary Jo Meier stated; "There's got to be a bridge, when do they have to be [ADA] compliant?"

David stated as soon as they open.

Philip Umlauf stated that the most cost-effective way to handle that would be when they are pouring their foundation for their building.

Mary Jo Meier stated; "Have to prepare in advance for the ADA, and if that is done in advance they can."

David stated; "The surface must be firm and slip resistant. There is no way for me to determine if something is slip resistance. The surface must be unchanged by forces or other material. ADA says as long as the material is able to be compacted and sufficiently stabilized you can use other material such as screenings, AB3, but it is maintenance issue, you need borders to contain it, it is an acceptable use for ADA parking. We have an ADA complaint at the ballfield. To put in concrete and make the accessible paths for the North Park complex is \$600,000 to do all that work. It is a maintenance requirement, we have a Rec Board. Speaking to what Andy said, it does give them the opportunity to come in and establish their business and improve it later."

Andy McLenon stated "It is the businesses' responsibility to be ADA compliant, but there will be some sort of annual audit for compliance. It could be, they may get creative, they could go with physical structures. When ADA changes in 6 months or 6 years we don't have to revisit it, they just have to be compliant."

Philipp Umlauf stated; "That's why I thought to require those to be hard surface so that they are never a complaint."

Andy McLenon stated; "The smart businesses will do what you said and be done with it."

Philipp Umlauf stated; "My reasoning is to push that direction, this town has a long history of ADA complaints and non-compliance, to say we are not even going to mess around with this."

Mary Jo Meier stated; "That makes an awfully lot of sense."

Philipp Umlauf stated; "We have a bunch of businesses that may have to go back and fix this."

Andy McLenon stated; "Existing business that has an existing parking lot, they need to roll out some AB3 and put in another 50 stalls. Do the temporary stalls have to have ADA?"

David Cowan stated; "It goes off their total number and access to the building. If it is close together it may only cost them one stall."

Philipp Umlauf asked what the ratio was

David Cowan stated that it is a chart. Further stating; "If you look at the stadium, there are 2,000, there aren't that many ADA spaces, maybe eight to ten. I think only six are required. It's not as many as you might think."

Mary Jo Meier stated; "If it is going to cost \$600,000, what would be the cost for that business to upkeep the ADA? If they have gravel and have to upkeep the gravel on their own nickel. It would be nothing compared to hard surfacing."

Andy McLenon stated; "Compliant with all ADA, preferred solution would be hard surface parking for the ADA slots."

Jim Hardy suggested that he can see it both ways.

Andy McLenon is not worried about saving money, just giving latitude to the business.

Philipp Umlauf thinks that unless it is this way, there will be push back from the Commission, and we may be having the same conversation in a month or two.

Mary Jo Meier asked what the penalty was.

David Cowan said the Department of Justice (DOJ) imposes penalties. Stating; "We are not going to issue a building permit or occupancy until it is compliant. But once they are running, we are not the police. That employee will go to the DOJ, and it will be between them and the DOJ. I'm not going to go to Hugo's after they are opened and see if it is maintained. Once they meet the initial requirements of the City it is their responsibility to hold them to task."

In response to the Commission's feedback regarding the initial intent and purpose of the text amendment, and whether it will attract new businesses, a motion was made by Philipp Umlauf that responded; "To make the City more attractive to recruit new businesses to the City to enable flexibility for existing businesses to expand their parking area if need be for growth in alignment with the Economic Development Strategic Directive No 1 of the Strategic Plan, seconded by Andy McLenon. The motion carried 7-0.

Philipp Umlauf stated that they would have to be maintained like someone would maintain their yard, they get notices if they don't mow.

Andy McLenon made a motion to require service drives to be hard surfaced, seconded by Philipp Umlauf. The motion carried 7-0.

Motion to approve the Design requirements as modified, Andy seconded. Motion carried.

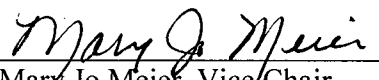
Philipp Umlauf moved to not limit the size of non-hard surface parking lots to a maximum number of spaces, nor require new businesses or industries to hard surface, or business expansions to hard surface. Andy McLenon seconded. The motion carried 7-0.

Steve McBride moved to not allow an existing hard surface parking lot to be removed and replaced with non-hard surface material. Jim Hardy seconded. The motion carried 7-0.

Andy McLenon moved to modify the previous motion in relation to business expansion to the following: If a business currently has a hard surface parking lot, and needs to expand that parking area, they can expand it using a non-hard surface parking material for up to 2 years, at which time they will need to convert that expanded parking area into hard surface or remove the expanded parking area. Michelle Anderson seconded. The motion carried 7-0.

Adjournment

The meeting was adjourned with a motion by Andy McLenon, seconded by Brian Beecham. The motion carried 7-0


Mary Jo Meier, Vice Chair


Andy McLenon, Secretary

- d. Report on Feedback from the November 5, 2018 City Commission meeting regarding the text amendment to the off-street parking requirements.

Staff advised that the Commission had concerns regarding the recommended text amendments relating to the off-street parking requirements that would allow gravel in industrial zones if ADA requirements were met. Some of the feedback from the Commission included:

- They want to know what the initial intent of text amendment was.
- They had the following concerns:
 - The appearance of large gravel parking lots.
 - Gravel running off in heavy rains.
 - Ability to adequately mark ADA spots.
- Suggestions to consider:
 - Limiting the size of gravel parking lots to a maximum number of spaces.
 - Continue to require new buildings or new industries to hard surface required off-street parking but allow existing industries that already have a gravel parking lot that is grandfathered in (a non-conforming use) to expand (enlarge) their existing gravel parking lot.
 - However, if they have an existing hard surfaced parking lot any expansion (enlargement) would have to be hard surfaced.

Staff advised that we can add this item back on the Planning Commission's December 4, 2018 agenda for formal reconsideration.

Jim Hardy asked about the ADA requirements, and Philipp Umlauf suggested requiring a minimum number of ADA spots to be hard-surfaced. Brian Beecham stated that there was a company in Chanute that had hard-surfaced ADA spots, and the rest of the lot was gravel. Philipp Umlauf stated that there are ways to control gravel runoff in heavy rains by providing a larger aggregate of gravel on the edges. Andy McLenon stated that the number one item on the survey for the City's Community-Based Strategic Plan was Economic Development. He further stated that he wasn't sure what the cost was for asphalt verses gravel, however, he doesn't want the City to miss out on an opportunity because a company chooses to locate in Chanute rather than Independence because of this requirement. He further stated; "What the community is telling us, there is a large expense for a company that they can very easily choose another location and forgo that expense. They have to comply with ADA, it is federal law, if they want to keep replacing their gravel every time it rains two inches, I would make it an option for them. The interesting thing is we get to revisit the Fire Department Building. Two years ago that was put up with a gravel parking lot, it would be interesting to see if the City is willing to fund hard surfacing that. I respectfully disagree with the comments from the

MINUTES

Independence Planning Commission Independence Board of Zoning Appeals

Tuesday, October 2, 2018

Veterans Room

Memorial Hall

5:30 p.m.

Call to Order

Planning Commissioner Present

Jim Hardy, Barb Emert, Steve McBride, Nick McCollam (outside), Mary Jo Meier and Michelle Anderson

Planning Commissioners Absent

Andy McLenon (outside), Philipp Umlauf and Brian Beecham

Staff Present

Kelly Passauer, Assistant City Manager/Zoning Administrator

Visitors

Harry Smith, Kate Gladson and Sadee McCollam

Minutes

- a. Consider approving minutes from the September 4, 2018 meeting.

Barb Emert made a motion to approve the minutes of the September 4, 2018 meeting, Mary Jo Meier seconded the motion. The motion carried 6-0.

Planning Commission

- b. Consider a text amendment to Appendix B – Zoning Code relating to Off-street parking requirements.

The following staff report was provided:

This item was tabled from your July 2, 2018 meeting regarding this subject. The following staff report and proposed amendment were previously presented:

Current design requirements for all off-street parking:

Article VII Section 705.0 Design Requirements:

705.1 Surface material: Areas used for standing or maneuvering of vehicles shall have concrete, asphalt concrete, or asphalt double-sealed surfaces, maintained adequately for all weather use, and so drained as to avoid flow of water across sidewalks.

Exception: Vehicle storage lots for the overnight storage or long-term warehousing of vehicles under one ownership.

Proposed amendments:

Definitions:

Gravel: Any use of the term gravel shall be defined as crushed stone, AB3, or any other rock that is ADA compliant for the use of off-street parking materials compacted enough to be compliant with ADA guidelines for levelness, materials, and accessibility.

Accessibility of parking and paths: All off-street parking shall have a minimum of two ADA accessible parking stalls, one van accessible and one car accessible, and must have an accessible path leading from the parking stall to the entryway of the facility. The ADA parking stalls must be the closest stalls to the facility.

Add exceptions:

Exception: Off-street parking in M-1 or M-2 districts are allowed to utilize different gravel materials for surfacing materials. The gravel must be compliant with ADA guidelines regarding levelness, materials, and accessibility.

Exception: An accessible path must be accompanied from the parking stalls to the entry and are allowed to utilize gravel for surfacing materials.

Excerpt of 7/2/2018 Planning Commission Minutes

Abbey reviewed the report for the board members. Steve McBride stated that he did not want to stifle business. Andy McLenon suggested including the commercial zones of C-1, C-2 and C-3. Kelly Passauer stated that she wanted the board to understand that would mean that commercial businesses such as restaurants and retail establishments could have gravel parking lots. Andy McLenon stated that he didn't think that would be an issue, as there are other restaurants in the area that have gravel parking lots, such as in Thayer, Kansas, and it doesn't seem to hinder their business. Brian Beecham expressed concern that this amendment might hinder the progress made by the young entrepreneurs in the City. Steve McBride agreed with Brian Beecham on this concern. Some board members expressed concerns that this amendment could bring about backlash with the road troubles at Peter Pan Road. Andy McLenon expressed concern regarding existing driveways in residential zones that are not required to be hard surfaced, while new driveways in residential zones are required to be hard surfaced. Kelly Passauer stated that some of those gravel driveways were grandfathered in. Andy McLenon stated that he felt this created a perception issue. Steve McBride moved to adjourn the public hearing regarding a text amendment relating to off-street parking until October 2, 2018 at 5:30 PM, seconded by Brian Beecham. The motion carried 5-0.

Staff reviewed updated recommended highlighted modifications that was provided in writing at the meeting and also presented on the PowerPoint as follows:

- ARTICLE IV. – RULES AND DEFINITIONS
 - 403.0. – Definitions.
 - **ADA:** The Americans with Disabilities Act of 1990 and any subsequent revisions and updates as administered by the United States Department of Justice.
 - **Gravel:** Any use of the term gravel shall be defined as crushed stone, AB3, or any other rock that is ADA compliant for the use of off-street parking materials compacted enough to be compliant with ADA guidelines for levelness, materials, and accessibility.
 - **Parking space, off-street:** A permanently surfaced dust free area (concrete, asphaltic concrete, or other comparable surface), located on property other than a public street, enclosed or unenclosed, to store one automobile, to which an automobile has direct access from a permanently surfaced drive. Such parking space shall meet the minimum "off-street parking standards" contained in article VII of this ordinance. (See also Exceptions to Section 705.1 of the Code, Gravel, and Vehicle storage lot).
- ARTICLE VII. – OFF-STREET PARKING AND LOADING REGULATIONS
 - 705.0. - Design requirements.
 - **705.1 Surface material:** Areas used for standing or maneuvering of vehicles shall have concrete, asphalt concrete, or asphalt double-sealed surfaces, maintained adequately for all weather use, and so drained as to avoid flow of water across sidewalks.
 - **Exceptions:**
 - Vehicle storage lots for the overnight storage or long-term warehousing of vehicles under one ownership.
 - In M-1 and M-2 districts gravel may be substituted in lieu of concrete, asphalt concrete, or asphalt double-sealed surfaces for off-street parking and the required accessible path to an entrance to the facility served by such off-street parking. Such gravel shall be compliant with ADA guidelines, including, but not limited to materials, levelness, compaction and accessibility; maintained adequately for all weather use; and so drained as to avoid flow of water across sidewalks.
 - **705.4. Service drives:**
 - c. Service drives shall be from the street to the parking and shall have concrete, asphalt concrete, or asphalt double-seal surfaces, maintained adequately for all-weather use, and so drained as to avoid flow of water across sidewalks.
 - **Exception:** In M-1 and M-2 districts gravel may be substituted in lieu of concrete, asphalt concrete, or asphalt double-sealed surfaces for service drives and the required accessible path to an entrance to the facility served by such service drive. Such gravel shall be compliant with ADA guidelines, including, but not limited

to materials, levelness, compaction and accessibility; maintained adequately for all weather use; and so drained as to avoid flow of water across sidewalks.

- **705.5. Minimum parking space dimensions:**
 - f. If 90-degree ADA car accessible space,
 - stall depth—19' 0"
 - stall width —9' 0" with 5' 0" access aisle
 - aisle width—25' 0"
 - g. If 90-degree ADA van accessible parking space,
 - stall depth—19' 0"
 - stall width—11' 0" with 5' 0" access aisle
 - Vertical clearance – 8' 2"
 - aisle width—25' 0"
- **705.6. Striping required:** Open parking spaces for dwellings (containing three or more dwelling units) shall be delineated by pavement striping and must meet minimal parking stall sizes as described above in section 705.5.
- **Exceptions:**
 - Open parking spaces for one- and two-family dwellings.
 - Gravel parking lots meeting an exception in 705.1, except for markings and identifying signage for any required ADA accessible stalls.
- **705.7. ADA Accessibility:**
 - a. All off-street parking lots or garages shall meet the minimum number of accessible parking spaces as required by the ADA.
 - b. Accessible parking spaces must be located on the shortest accessible route of travel to an accessible facility entrance.
 - c. Accessible parking spaces shall have markings and identifying signage as required by the ADA.
 - **Exception:** Open parking spaces for one- and two-family dwellings.

Staff believes this change is consistent with the intent and purpose of the zoning regulations; the areas affected will be the industrial zoned districts (M-1 and M-2); and the proposed amendment is made necessary because of new planning concepts and social economic conditions in the zoning districts affected.

A motion was made by Mary Jo Meier, seconded by Jim Hardy to recommend accepting staff's recommendation and proposed text amendment modifications; and submitting such recommended modifications to the City Commission for approval. The motion carried 6-0.

Board of Zoning Appeals

- c. Consider a variance request to decrease the setbacks in an R-2 and/or M-1 zoned district(s) at 808-822 South 19th Street.

Staff provided the following report:

Overview of Variance Requested

The Board of Zoning Appeals has received the attached application from Harry Smith and Precision Railway Equipment Company, LLC requesting a variance from the district regulations. Mr. Smith is planning on constructing a building on the parcels included in the variance which have been rezoned to M-1, light industrial.

Specifically, the variances are from the following sections shown in bold which state:

513.4. Intensity of use regulations:

- a. Minimum lot area: Five acres unless the proposed project abuts an existing industrial or commercial zone.*
- b. Minimum lot width: No requirement.*
- c. Maximum lot coverage: 60 percent.*

513.5. Height limitations:

- a. Maximum height of structure: 45 feet or three stories (whichever is smaller).*

Exception: Grain elevator may exceed height limitation provided in this section as a conditional use (article IX).

513.6. Yard regulations:

- a. Minimum front yard: 25 feet measured from property line.*
- b. Minimum side yard: 15 feet for any building or structure.*
Exception: 25 feet when abutting a street; 30 feet when abutting any "R" district.
- c. Minimum rear yard: Ten feet.*
Exception: 80 feet when abutting any "R" district.

The district regulations of the City zoning ordinance above state that in an M-1, light industrial district the minimum front yard setback shall be 25 feet and the minimum rear yard setback shall be 80 feet when abutting any "R" (Residential) district. The applicant is requesting that the 25' front setback be encroached 5' for a reduced front yard setback of 20' and the 80' rear yard setback be encroached 60' for a reduced rear yard setback of 20'.

In reviewing the conditions that must be met when considering the variance, we wish to provide the following information:

- a. That the variance requested arises from such condition which is unique to the property in question and which is not ordinarily found in the same zone or district; and is not created by any action or actions of the property owner or the applicant; This area was originally platted into lot for residential development, however, many of the residences in the area have been removed. The area is being redeveloped as industrial.*

b. *That the granting of the permit for the variance will not adversely affect the rights of the adjacent property owners or residents;* City staff does not foresee that approval of these variances will adversely affect the rights of any property owners or residents. The planned building is a storage building which will not have manufacturing occurring within it. There is also an alley easement that is approximately 20' in width that serves as a buffer between the light industrial and residential zoned property. In addition, there is only one residentially zoned structure on the other half of the block to the east. There is one light industrial zoned structure south of the proposed side yard setback that has been converted to a residence.

c. *That the strict application of the provisions of the zoning regulations of which variance is requested will constitute unnecessary hardship upon the property owner represented in the application;* The applicant has indicated that without the variance they would not have enough space to construct their building.

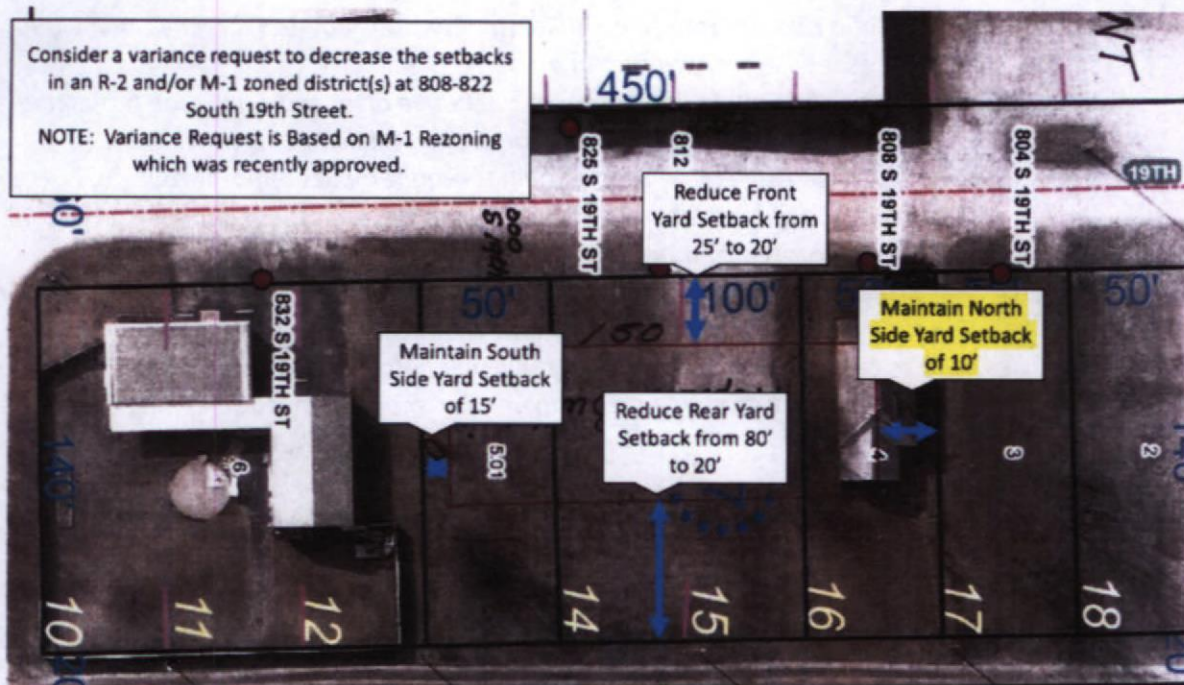
d. *That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare;* Staff does not foresee this creating any adverse impact on the public health, safety, morals, order, convenience, prosperity, or general welfare.

e. *That granting the variance desired will not be opposed to the general spirit and intent of the zoning regulations.* The Comprehensive Plan indicates that opportunities for industrial growth should be provided, which includes favorable land use. Considering the unique situation of a new developing industrial use from the previous vacant land, staff does not feel that approval of this variance will be opposed to the general spirit and intent of the zoning regulations.

Staff Recommendation

Staff recommends **approving** the variance as requested by reducing the 25' front yard setback 5' for a reduced front yard setback of 20', and by reducing the 80' rear yard setback 60' for a reduced rear yard setback of 20'.

The applicant, Harry Smith spoke and said he wanted to modify the above requests to also include reducing the north side yard boundary 5' from 15' to 10' as follows (the modification, from variance requests included on the original application, is highlighted):



Staff recommended modifying the variance as requested.

Barb Emert moved to approve the variance as modified by reducing the 25' front yard setback 5' for a reduced front yard setback of 20'; by reducing the 80' rear yard setback 60' for a reduced rear yard setback of 20'; and by reducing the 15' north side yard setback 5' for a reduced north side yard setback of 10'. The motion was seconded by Michelle Anderson. The motion carried 5-0.

- d. Consider a variance request from the size and number of signs in a C-4 zoned district at 121 South Peter Pan Road.

The following staff report was provided:

Overview of Variance Requested

The Board of Zoning Appeals has received an application from Wal-Mart Real Estate Business Trust to grant a variance from the sign regulations provided for in the zoning ordinance. Their request is to exceed the number and size of signs allowed in a C-4 zone at 121 South Peter Pan Road.

Section 802.5 subsection "a" provides for the following:

802.5. District C-2, general business district and District C-4, highway commercial district:

- a. Wall and marquee sign: **Each business or commercial establishment shall be permitted not more than three illuminated or non-illuminated wall or marquee signs, not more than one on a facade, the total area of which sign shall not exceed 20 percent of the total area of the facade upon which it is placed. Such signs shall not extend above the average roof level of a one-story building more than five feet, and shall not extend above**

- the average level of a two or more story building. Any signs painted directly upon wall surfaces shall not exceed 20 square feet in area.*
- b. Projecting and detached sign: In lieu of one of the above attached signs, one projecting sign or one detached sign shall be permitted for each establishment, provided such projecting sign shall not exceed the area or height requirements of paragraph "a." above; and such detached sign shall not exceed 30 feet in height, nor shall it exceed 150 square feet in area per face nor more than 300 square feet total of all faces. Such detached and projecting signs shall be located not less than three feet from the property line providing it does not interfere with traffic view or other signs as might be obstructed from view. In the case of a shopping center, only one detached sign shall be allowed for the center, and one detached sign will be allowed for any service station which is part of the center.*
- c. Electronic sign: Electronic signs consisting of LED/Reader board electronic changeable copy) or electronic display center (video display sign) as defined in this ordinance are permitted and must meet the following requirements:*
- 1. Detached sign: The sign must be a detached sign and the electronic portion may not exceed more than 20 percent of the allowable square footage per face of said detached sign.*
 - 2. Duration: Any portion of the message or image must have a minimum duration of eight seconds.*
 - 3. Off-premises advertising: All messages displayed shall be directly related to the business for which the sign was constructed.*
 - 4. Setback: The leading edge of the sign must be a minimum of 100 feet from an abutting residential district boundary.*
 - 5. LED/Reader board (electronic changeable copy) signs shall have the following additional restrictions:*
 - i. Limited text: The text of the sign must be limited to ten words to allow passing motorists to read the entire copy with minimal distraction.*
 - 6. Electronic display center (video display) signs shall have the following additional restrictions:*
 - i. Brightness: The sign must not exceed a maximum illumination of 5,000 nits (candelas per square meter) during daylight hours and a maximum of 500 nits (candelas per square meter) between dusk and dawn.*
 - ii. Dimmer control: The sign must have an automatic dimmer control to produce a distinct illumination change as required.*
 - iii. Audio or pyrotechnics: Audio speakers or any form of pyrotechnics are prohibited.*

Review of Request

The applicant previously received variances for their existing signs. They are now requesting variance to add an additional wall sign that is 2' X 6" or 65.43 square feet.

The sign code for a C-4 district allows a maximum of three (3) signs, which may be a combination of one (1) detached sign and two (2) walls signs with only one (1) wall sign per

façade. They currently have nine (9) signs on the building totaling 501.15 square feet in addition to detached signage. The request for an additional 2' X 6" or 65.43 square foot wall sign which would place their total signage on the building at 566.83 square feet, not counting the detached signage that is not on the building. At this time the applicant has not requested a variance from the maximum of 20% of the total area of the facade upon which it is placed, since after the new signage is installed they will still be at an estimated 4% of the total surface area of the façades.

Board of Zoning Appeals Considerations

In considering the providing of a variance we wish to provide the following information:

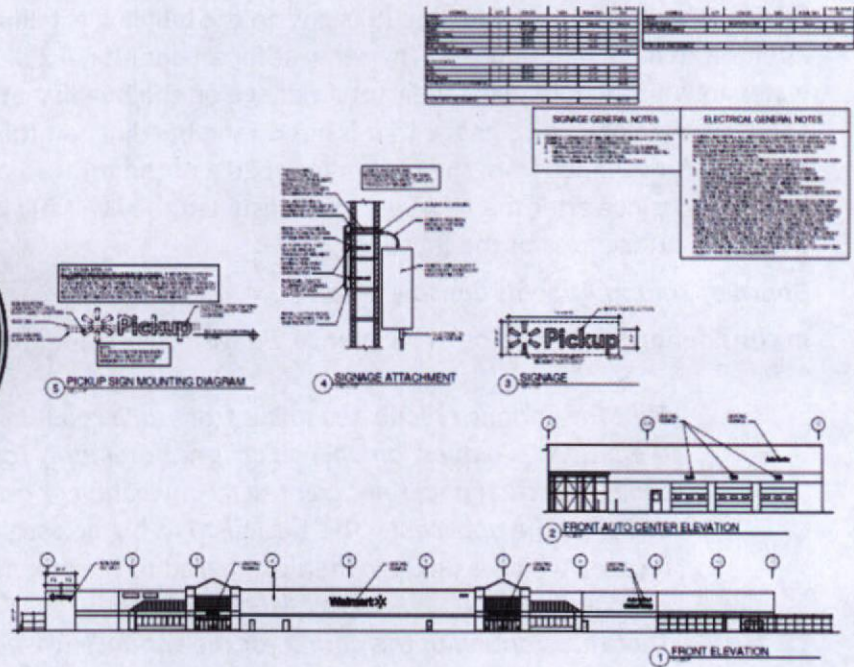
- a. *That the variance requested arises from such condition which is unique to the property in question and which is not ordinarily found in the same zone or district; and is not created by any action or actions of the property owner or the applicant; This business is a big box store with very large façades which is unique when compared to the majority of commercial buildings.*
- b. *That the granting of the permit for the variance will not adversely affect the rights of the adjacent property owners or residents; The variance request does not appear to create any adverse effects to adjacent property owners since the lot owned by Wal-Mart is very large and there are no other businesses located within several feet of the building.*
- c. *That the strict application of the provisions of the zoning regulations of which variance is requested will constitute unnecessary hardship upon the property owner represented in the application; The sign requested is informational and directional to a service being provided.*
- d. *That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare; It does not appear that the variance will adversely affect public health, safety or general welfare.*
- e. *That granting the variance desired will not be opposed to the general spirit and intent of the zoning regulations. The variance request is not opposed to the zoning regulations.*

Staff Recommendation

1. Staff recommends **approving** the variance to exceed the maximum number and size of signs by allowing for an additional wall sign that is 2' X 6" or 65.43 square feet.

Katie Gladson of BRR Architecture represented the applicant, Wal-Mart. She indicated the additional signage was needed as shown due to a new "Pickup" service Wal-Mart was offering customers.

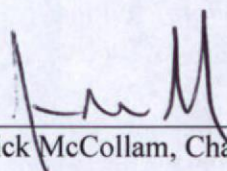
Consider a variance request from the size and number of signs in a C-4 zoned district at 121 South Peter Pan Road.

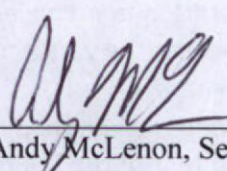


A motion was made by Jim Hardy, seconded by Barb Emert to approve staff's recommendation to grant the variance to exceed the maximum number and size of signs by allowing for an additional wall sign that is 2' X 6" or 65.43 square feet. The motion carried 5-0.

Adjournment

The meeting was adjourned with a motion by Barb Emert, seconded by Jim Hardy. The motion carried 6-0


Nick McCollam, Chair


Andy McLenon, Secretary

Food truck vendor license application:

Applications for food truck licenses shall be submitted to the City Clerk in writing on forms provided by the City Clerk and signed by the applicant and property owner.

- Name, date of birth, and applicant's permanent street address
- Business mailing address
- Name of business, business owner, and driver's license number of owner/operator
- Vehicle information: owner of vehicle, type of vehicle, model, VIN number, and insurance ID
- Kansas sales tax number
- Description of the nature of the business to be conducted and goods to be sold
- Length of stay at that location

Other forms needed:

- 1) Written permission from property owner to use their land for the food truck business
- 2) Copy of health permit from the Kansas Department of Health and Environment
- 3) Copy of fire safety permit from the Fire Department

Abbey reviewed the report for the board. The board members expressed concern over the wording of the proposed ordinance and the definition of a food truck. There were questions regarding produce, consuming the product on the premises and how the business should be set-up. Mary Jo opened the conversation to the public. Lisa Richard made comment on the wording of the ordinance, suggesting we add "parked" to the portion with "...or other mobile unit approved by the Planning Commission, within city limits along streets or in parking lots." Mary Jo closed the comments from the public. Andy McLenon motioned to approve the zones recommended by City staff, Brian Beecham seconded the motion. The motion carried 5-0.

The following staff report was provided:

Sub-item b. Off-street parking

Current design requirements for all off-street parking:

Article VII Section 705.0 Design Requirements:

705.1 Surface material: Areas used for standing or maneuvering of vehicles shall have concrete, asphalt concrete, or asphalt double-sealed surfaces, maintained adequately for all weather use, and so drained as to avoid flow of water across sidewalks.

Exception: Vehicle storage lots for the overnight storage or long-term warehousing of vehicles under one ownership.

Proposed amendment:

Definitions:

Gravel: Any use of the term gravel shall be defined as crushed stone, AB3, or any other rock that is ADA compliant for the use of off-street parking materials compacted enough to be compliant with ADA guidelines for levelness, materials, and accessibility.

Accessibility of parking and paths: All off-street parking shall have a minimum of two ADA accessible parking stalls, one van accessible and one car accessible, and must have an accessible path leading from the parking stall to the entryway of the facility. The ADA parking stalls must be the closest stalls to the facility.

Add exception:

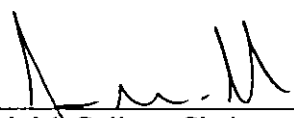
Exception: Off-street parking in M-1 or M-2 districts are allowed to utilize different gravel materials for surfacing materials. The gravel must be compliant with ADA guidelines regarding levelness, materials, and accessibility.

Exception: An accessible path must be accompanied from the parking stalls to the entry and are allowed to utilize gravel for surfacing materials.

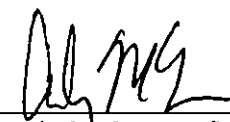
Abbey reviewed the report for the board members. Steve McBride stated that he did not want to stifle business. Andy McLenon suggested including the commercial zones of C-1, C-2 and C-3. Kelly Passauer stated that she wanted the board to understand that would mean that commercial businesses such as restaurants and retail establishments could have gravel parking lots. Andy McLenon stated that he didn't think that would be an issue, as there are other restaurants in the area that have gravel parking lots, such as in Thayer, Kansas, and it doesn't seem to hinder their business. Brian Beecham expressed concern that this amendment might hinder the progress made by the young entrepreneurs in the City. Steve McBride agreed with Brian Beecham on this concern. Some board members expressed concerns that this amendment could bring about backlash with the road troubles at Peter Pan Road. Andy McLenon expressed concern regarding existing driveways in residential zones that are not required to be hard surfaced, while new driveways in residential zones are required to be hard surfaced. Kelly Passauer stated that some of those gravel driveways were grandfathered in. Andy McLenon stated that he felt this created a perception issue. Steve McBride moved to adjourn the public hearing regarding a text amendment relating to off-street parking until October 2, 2018 at 5:30 PM, seconded by Brian Beecham. The motion carried 5-0.

Adjournment

The meeting was adjourned with a motion by Andy McLenon, seconded by Brian Beecham. The motion carried 5-0



Nick McCollam, Chair



Andy McLenon, Secretary

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's February 7, 2023 Meeting

I. Call to Order

Present: Tim Haynes, Anthony (Tony) Royse, Lisa Richard, Brent Littleton, Andy McLenon, Michelle Anderson, Rachel Lyon

Absent: Mary Jo Meier

Guests: Kyle Owens, Anna Krstulic

Tim Haynes, Chairperson, called the meeting to order.

II. Minutes

- a. Consider approving minutes of the January 3, 2023 Planning Commission/Board of Zoning Appeals meeting.

Motion:

On the motion of Andy McLenon, seconded by Brent Littleton the Commission approved the January 3, 2023 minutes.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Lisa Richard, Anthony (Tony) Royse

Nay: None

III. Board of Zoning Appeals (Does not include outside City appointments)

- a. Public Hearing to receive comments on a variance request to reduce the number of parking spaces in a C-4, highway commercial district at 510 North Peter Pan Road.

Tim Haynes, Chairperson opened the public hearing.

There was no discussion.

Tim Haynes, Chairperson, closed the public hearing.

Motion:

On the motion of Anthony (Tony) Royse, seconded by Rachel Lyon the Commission approved a variance to allow Labette Health Independence Healthcare Center to use the occupied square footage for calculating the number of spaces and then to reduce that number from the required 87 parking spaces by 27 to 60 parking spaces in a C-4, highway commercial district at 510 North Peter Pan Road.

Aye: Michelle Anderson, Tim Haynes, Rachel Lyon, Lisa Richard, Anthony (Tony) Royse

Nay: None

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's February 7, 2023 Meeting

- b. Public Hearing to receive comments on a variance request to reduce the setback(s) in a C-2 commercial services district at 600, 606, and 610 West Main Street.

Tim Haynes, Chairperson, opened the public hearing.

Kyle Owens explained to the board about needing the extra 15 feet of room the variance would give him for turning space, since they are using 12th Street as the ingress and egress.

Tim Haynes, Chairperson, closed the public hearing.

Motion:

On the motion of Anthony (Tony) Royse, seconded by Rachel Lyon the Commission approved the variance to reduce the rear yard setback 15 feet on the north side of the properties next to the alley from 25 feet to 10 feet at 600, 606, and 610 West Main Street.

Aye: Michelle Anderson, Tim Haynes, Rachel Lyon, Lisa Richard, Anthony (Tony) Royse

Nay: None

- c. Public Hearing to receive comments on a variance request to exceed size and number of signs in a C-3, business district zone at 113 W. Myrtle Street.

Tim Haynes, Chairperson, opened the public hearing.

The applicants asked the meeting to be adjourned until the March 7, 2023 Planning and Zoning Meeting.

Motion:

On the motion of Lisa Richard, seconded by Tim Haynes the Commission adjourned the public hearing until March 7, 2023 at 5:30 p.m.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Lisa Richard, Anthony (Tony) Royse

Nay: None

IV. Planning Commission

- a. Public Hearing to consider a text amendment to modify Appendix B - Zoning of the City Code relating to off-street parking in an industrial area and any additional modifications.

Tim Haynes, Chairperson, opened the public hearing.

Andy McLenon stated that in the past the discussion centered on smaller companies going in like incubation of a business from Fab Lab at ICC. The

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's February 7, 2023 Meeting

board considered that they would potentially develop prototypes and a business could be formed and operate without too much overhead cost. He further stated that the City will lose out on revenue if smaller businesses are not allowed some say in how their employee parking lots are constructed.

Anthony (Tony) Royse said that all the businesses have been required to abide by the City code with hard-surfacing and he was not aware of any business lost because of the code. He asked the board to picture how it would look with all the dust and mess of gravel versus hard-surfacing.

Brent Littleton explained that one of the issues is maintaining the hard-surface because there is no one in the immediate area that covers that. He further stated that it costs tens or even hundreds of thousands of dollars to put in hard-surfaced areas.

Lisa Richard stated that she would like to see water be able to absorb into the ground in a gravel space which can not happen in hard-surface spaces.

Tim Haynes, Chairperson, closed the public hearing.

Motion:

On the motion of Lisa Richard, seconded by Brent Littleton the Commission approved to recommend the City Commission adopt an ordinance implementing text amendments to the Code of the City of Independence, Kansas, specifically Appendix B - Zoning Code relating to Off-street parking requirements as previously recommended by the Planning Commission on December 4, 2018.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Lisa Richard

Nay: Anthony (Tony) Royse

- b. Consider approving a Focus of Study for the Comprehensive Plan Update.

Kelly Passauer explained that in order to apply for the EDA grant to help fund the cost of the respective Comprehensive Plan Updates, the administrator needs information to prepare the application including the focus of study.

Anna Krstulic explained the focus study for the Comprehensive Plan update and answered questions from the board. It was decided to add public facilities, airport/aerospace, rail service, bike lanes, historical resources, emergency planning, accessibility to healthcare, livability, economic development and sustainability, including the environment and open spaces.

Andy McLenon asked that the board look at linking Independence to Elk City

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's February 7, 2023 Meeting

Reservoir.

Motion:

On the motion of Rachel Lyon, seconded by Anthony (Tony) Royse the Commission approved the Focus of Study for the Comprehensive Plan Update with the following modifications with specific consideration to public facilities, aerospace rail service by planes, emergency planning, historic resources, economic development, sustainability including cultural sustainability, access to healthcare and livability with approval and review by the Zoning Administrator.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Lisa Richard, Anthony (Tony) Royse

Nay: None

- c. Public Hearing to receive comments on a request for a modified conditional use permit for a "Children's Home" in an R-3, low density multifamily dwelling district at 517 South 4th Street.

Tim Haynes, Chairperson, opened the public hearing.

The applicant withdrew their request for a conditional use permit on January 30, 2023.

Tim Haynes, Chairperson, closed the public hearing.

Motion:

On the motion of Lisa Richard, seconded by Tim Haynes the Commission recommended the City Commission deny the request for a modified conditional use permit for a "Children's Home" in an R-3, low density multifamily dwelling district at 517 S. 4th Street because the applicant withdrew the request.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Lisa Richard, Anthony (Tony) Royse

Nay: None

V. Discussion

- a. Urban Heat Islands -- Information provided by Lisa Richard.

Lisa Richard shared information concerning Urban Heat Islands, saying that this issue does not mean just urban areas, it can happen anywhere. She asked that the board members please read it and keep it in consideration for the future.

VI. Adjournment

**Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's February 7, 2023
Meeting**

Motion:

**On the motion of Brent Littleton, seconded by Andy McLenon the
Commission adjourned the meeting.**

**Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy
McLenon, Lisa Richard, Anthony (Tony) Royse**

Nay: None

Tim Haynes, Chairperson

Anthony (Tony) Royse, Secretary



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 23, 2023

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider a request to adopt a resolution for a modified conditional use permit for a "Children's Home" in an R-3, low density multifamily dwelling district at 517 South 4th Street.

SUMMARY RECOMMENDATION Deny the conditional use permit request.

BACKGROUND On January 31, 2023 the applicant, Dr. Brianne Ford, requested that this item be withdrawn from consideration. She stated; *"Please consider this my formal request to withdraw my application for consideration. We will not attend the Feb. 7th meeting in person or by teams. We do not wish to make a request for permanent changes to our conditional use permit."* Since the public hearing was already scheduled and the notices sent out, in order to formally close the hearing process, the Planning Commission recommended denying the request.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to accept the recommendation of the Planning Commission to deny the request to modify a conditional use permit for a "Children's Home" in an R-3, low density multifamily district at 517 South 4th Street due to the applicant's request.

SUPPORTING DOCUMENTS

1. 02072023PZ-Children's Home CUP
2. February 7, 2023 Planning and Zoning - Draft Minutes



**REQUEST FOR PLANNING COMMISSION ACTION
MODIFY CONDITIONAL USE PERMIT
CITY OF INDEPENDENCE
FEBRUARY 7, 2023**

Department Admin

Prepared By Lydia Collins

AGENDA ITEM Public Hearing to receive comments on a request for a modified conditional use permit for a "Children's Home" in an R-3, low density multifamily dwelling district at 517 South 4th Street.

SUMMARY RECOMMENDATION The City was notified January 31, 2023 by the applicant who wishes to withdraw the application for consideration.

BACKGROUND

SUGGESTED MOTION I move to recommend the City Commission deny the request for a modified conditional use permit for a "Children's Home" in an R-3, low density multifamily dwelling district at 517 South 4th Street because the applicant withdrew the request.

SUPPORTING DOCUMENTS

1. Public Hearing Notice Childrens Home
2. 200 ft Notification Map 517 S. 4th Street
3. CUP Children's Home Receipt

City of Independence, Kansas

NOTICE TO THE PUBLIC

The Independence, Kansas, Planning Commission will conduct a public hearing on:

Tuesday, February 7, 2023 at 5:30 p.m.

To receive comments on a request for a modified conditional use permit for a “Children’s Home” in an R-3, low density multifamily dwelling district at 517 South 4th Street.

Legal Description:

Lot 3, Wood Bros Subdivision OL 26 to the City of Independence, Montgomery County, Kansas.

Common Address:

517 South 4th Street

Applicant/Owners:

BF Property Investments LLC

Case Number:

2023/CUP/02

The hearing will be conducted in the Civic Center, Memorial Hall, Penn/Locust, Independence, Kansas, and will begin at 5:30 p.m. All interested persons should attend, and they will be heard. You may also participate via conference call: [+1 785-289-4727](tel:+17852894727) Conference ID: 652 632 373# Persons wishing to comment, but who cannot attend this hearing, should provide their written comments to:

Kelly Passauer
Zoning Administrator
811 W Laurel Street
Independence, KS 67301
(620) 332-2506

Information regarding this application is available in the Zoning Administrator’s office. If special accommodation is required, please inform the Zoning Administrator.

Kelly Passauer, Zoning Administrator



**APPLICATION FOR CONDITIONAL USE PERMIT
PLANNING AND ZONING COMMISSION**

DATE FILED _____
\$200 FEE PAID _____

NAME AND ADDRESS OF PERSON MAKING APPLICATION:

Delores Homes, LLC

7735 Washington Avenue, Suite F, Kansas City, Kansas 66112

LEGAL DESCRIPTION OF LAND INVOLVED:

Lot 3 Wood Brother's Subdivision of Outlot 26, City of Independence and Outlots 2 and 3, Stephensons's Addition to the City of Independence, Montgomery County, Kansas

COMMON ADDRESS OF SAID LAND:

517 South 4th Street, Independence, Kansas 67301

PRESENT ZONING CLASSIFICATION: Residential

STATEMENT OF INTENDED USE OF PROPERTY:

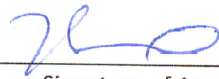
We are requesting a modification to our current conditional use permit to allow one particular child with pending criminal charges to reside in the home. The child has experienced extreme placement instability and has a medical diagnoses that makes it risky for her to relocate. She is settled & doing very well in Independence schools/community.

DESCRIPTION OF ARCHITECTURE & EXTERIOR MATERIAL TO BE USED:

On the reverse side, please provide the following information: (1) Site Plan, drawn at appropriate scale, showing existing and proposed building location, parking areas, interior drives, and location and type of outdoor lighting; (2) Existing and proposed topography, drawn at appropriate contour intervals as specified by the Zoning Administrator; (3) Location of, and proposed connections to, existing water supply and sanitary sewage system; (4) North point, scale and date; (5) Names of landowner, developer and firm preparing the plan.

01/10/2023

Date



Signature of Applicant

I hereby certify that I have personally verified the dimensions as shown on the attached drawing and find them to be a correct representation of the conditions.

Date

Signature of Building Inspector

Action of Planning and Zoning Commission:

(Approved, Denied -- Date)

Comments:

Chairman

Vice Chairman

Secretary



Independence, KS

This is your payment receipt.

Confirmation Number
5LMF6FVPNW

Payer Contact Info
[REDACTED]

Payment Method
*****5542

Conditional Use

Name Brianne Ford
Property Address 517 S 4th Street, Independence, KS 673021
Phone [REDACTED]

Base Price	\$200.00
Convenience Fee	\$1.25
Municipal Online Payments Fee	\$1.25
Total	\$202.50

[Municipal Online Services](#)

[Login](#)

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's February 7, 2023 Meeting

I. Call to Order

Present: Tim Haynes, Anthony (Tony) Royse, Lisa Richard, Brent Littleton, Andy McLenon, Michelle Anderson, Rachel Lyon

Absent: Mary Jo Meier

Guests: Kyle Owens, Anna Krstulic

Tim Haynes, Chairperson, called the meeting to order.

II. Minutes

- a. Consider approving minutes of the January 3, 2023 Planning Commission/Board of Zoning Appeals meeting.

Motion:

On the motion of Andy McLenon, seconded by Brent Littleton the Commission approved the January 3, 2023 minutes.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Lisa Richard, Anthony (Tony) Royse

Nay: None

III. Board of Zoning Appeals (Does not include outside City appointments)

- a. Public Hearing to receive comments on a variance request to reduce the number of parking spaces in a C-4, highway commercial district at 510 North Peter Pan Road.

Tim Haynes, Chairperson opened the public hearing.

There was no discussion.

Tim Haynes, Chairperson, closed the public hearing.

Motion:

On the motion of Anthony (Tony) Royse, seconded by Rachel Lyon the Commission approved a variance to allow Labette Health Independence Healthcare Center to use the occupied square footage for calculating the number of spaces and then to reduce that number from the required 87 parking spaces by 27 to 60 parking spaces in a C-4, highway commercial district at 510 North Peter Pan Road.

Aye: Michelle Anderson, Tim Haynes, Rachel Lyon, Lisa Richard, Anthony (Tony) Royse

Nay: None

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's February 7, 2023 Meeting

- b. Public Hearing to receive comments on a variance request to reduce the setback(s) in a C-2 commercial services district at 600, 606, and 610 West Main Street.

Tim Haynes, Chairperson, opened the public hearing.

Kyle Owens explained to the board about needing the extra 15 feet of room the variance would give him for turning space, since they are using 12th Street as the ingress and egress.

Tim Haynes, Chairperson, closed the public hearing.

Motion:

On the motion of Anthony (Tony) Royse, seconded by Rachel Lyon the Commission approved the variance to reduce the rear yard setback 15 feet on the north side of the properties next to the alley from 25 feet to 10 feet at 600, 606, and 610 West Main Street.

Aye: Michelle Anderson, Tim Haynes, Rachel Lyon, Lisa Richard, Anthony (Tony) Royse

Nay: None

- c. Public Hearing to receive comments on a variance request to exceed size and number of signs in a C-3, business district zone at 113 W. Myrtle Street.

Tim Haynes, Chairperson, opened the public hearing.

The applicants asked the meeting to be adjourned until the March 7, 2023 Planning and Zoning Meeting.

Motion:

On the motion of Lisa Richard, seconded by Tim Haynes the Commission adjourned the public hearing until March 7, 2023 at 5:30 p.m.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Lisa Richard, Anthony (Tony) Royse

Nay: None

IV. Planning Commission

- a. Public Hearing to consider a text amendment to modify Appendix B - Zoning of the City Code relating to off-street parking in an industrial area and any additional modifications.

Tim Haynes, Chairperson, opened the public hearing.

Andy McLenon stated that in the past the discussion centered on smaller companies going in like incubation of a business from Fab Lab at ICC. The

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's February 7, 2023 Meeting

board considered that they would potentially develop prototypes and a business could be formed and operate without too much overhead cost. He further stated that the City will lose out on revenue if smaller businesses are not allowed some say in how their employee parking lots are constructed.

Anthony (Tony) Royse said that all the businesses have been required to abide by the City code with hard-surfacing and he was not aware of any business lost because of the code. He asked the board to picture how it would look with all the dust and mess of gravel versus hard-surfacing.

Brent Littleton explained that one of the issues is maintaining the hard-surface because there is no one in the immediate area that covers that. He further stated that it costs tens or even hundreds of thousands of dollars to put in hard-surfaced areas.

Lisa Richard stated that she would like to see water be able to absorb into the ground in a gravel space which can not happen in hard-surface spaces.

Tim Haynes, Chairperson, closed the public hearing.

Motion:

On the motion of Lisa Richard, seconded by Brent Littleton the Commission approved to recommend the City Commission adopt an ordinance implementing text amendments to the Code of the City of Independence, Kansas, specifically Appendix B - Zoning Code relating to Off-street parking requirements as previously recommended by the Planning Commission on December 4, 2018.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Lisa Richard

Nay: Anthony (Tony) Royse

- b. Consider approving a Focus of Study for the Comprehensive Plan Update.

Kelly Passauer explained that in order to apply for the EDA grant to help fund the cost of the respective Comprehensive Plan Updates, the administrator needs information to prepare the application including the focus of study.

Anna Krstulic explained the focus study for the Comprehensive Plan update and answered questions from the board. It was decided to add public facilities, airport/aerospace, rail service, bike lanes, historical resources, emergency planning, accessibility to healthcare, livability, economic development and sustainability, including the environment and open spaces.

Andy McLenon asked that the board look at linking Independence to Elk City

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's February 7, 2023 Meeting

Reservoir.

Motion:

On the motion of Rachel Lyon, seconded by Anthony (Tony) Royse the Commission approved the Focus of Study for the Comprehensive Plan Update with the following modifications with specific consideration to public facilities, aerospace rail service by planes, emergency planning, historic resources, economic development, sustainability including cultural sustainability, access to healthcare and livability with approval and review by the Zoning Administrator.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Lisa Richard, Anthony (Tony) Royse

Nay: None

- c. Public Hearing to receive comments on a request for a modified conditional use permit for a "Children's Home" in an R-3, low density multifamily dwelling district at 517 South 4th Street.

Tim Haynes, Chairperson, opened the public hearing.

The applicant withdrew their request for a conditional use permit on January 30, 2023.

Tim Haynes, Chairperson, closed the public hearing.

Motion:

On the motion of Lisa Richard, seconded by Tim Haynes the Commission recommended the City Commission deny the request for a modified conditional use permit for a "Children's Home" in an R-3, low density multifamily dwelling district at 517 S. 4th Street because the applicant withdrew the request.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Lisa Richard, Anthony (Tony) Royse

Nay: None

V. Discussion

- a. Urban Heat Islands -- Information provided by Lisa Richard.

Lisa Richard shared information concerning Urban Heat Islands, saying that this issue does not mean just urban areas, it can happen anywhere. She asked that the board members please read it and keep it in consideration for the future.

VI. Adjournment

**Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's February 7, 2023
Meeting**

Motion:

**On the motion of Brent Littleton, seconded by Andy McLenon the
Commission adjourned the meeting.**

**Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy
McLenon, Lisa Richard, Anthony (Tony) Royse**

Nay: None

Tim Haynes, Chairperson

Anthony (Tony) Royse, Secretary



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 23, 2023

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider authorizing an engagement letter with Tanner LLC for the 2023 Citizen Satisfaction Survey.

SUMMARY RECOMMENDATION Authorize the City Manager to sign the Engagement Letter with Tanner LLC for the 2023 Citizen Satisfaction Survey.

BACKGROUND As part of our 2023 Commission and Leadership Retreat, it was discussed that it is time to conduct the bi-annual citizen satisfaction survey, as the last survey was conducted in 2021. We have received the attached engagement letter and scope of work from Tanner LLC.

FINANCIAL INFORMATION The cost is not to exceed \$8,500, with \$2,000 being billed after the engagement letter is approved, funded from the General Fund.

SUGGESTED MOTION I move to authorize the City Manager to sign an engagement letter with Tanner LLC for the 2023 Citizen Satisfaction Survey.

SUPPORTING DOCUMENTS

1. 2023 Engagement Letter__Citizen Survey__Independence Kansas__Tanner LLC
2. Scope Independence Kansas Citizen Satisfaction Survey 2023



Tanner LLC
Key Bank Tower at City Creek
36 South State Street, Suite 600
Salt Lake City, Utah 84111-1400
Telephone 801.532.7444
Fax 801.532.4911
www.tannerco.com

January 19, 2023

Dear Kelly:

It was a pleasure seeing you this week, and I look forward to the opportunity to assist in evaluating resident sentiments through the creation and distribution of a citizen satisfaction survey. I hope you will find these services to be a great benefit to Independence.

Our goal is to provide creation and analysis of a citizen survey, and to provide recommendations on possible next steps regarding those analytical findings. Your organization's management is responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee the services we will provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Services shall include:

- 1) Facilitation of a survey design meeting with your team.
- 2) Creation of a citizen satisfaction survey for both online and paper formats.
- 3) High-level consultation on the distribution of the survey.
- 4) Analysis of the survey results, including a high-level summary report highlighting key trends and outlining recommendations on next steps.
- 5) A presentation to the City Commission outlining the survey process, results, and recommendations.

Based on this scope, fees for this engagement will not exceed \$8,500. Invoices will be prepared and presented as we progress through the project. \$2,000 will be billed upon commencing the engagement. All invoices are due and payable upon receipt. Fees for any additional services will be discussed and approved by you in advance of services being performed.

I look forward to working together and am excited to be involved in this process. Please sign below to accept the initial terms of this engagement.

Respectfully,

Mackey Smith

Mackey Smith, Sr. Strategy Consultant, Tanner LLC

Kelly Passauer, City Manager, City of Independence, Kansas

Detailed Scope – Independence Kansas Citizen Satisfaction Survey

1. **Initial Survey Design Meeting** – initial meeting with key Decision makers (Likely Kelly, resident-facing department heads, and possibly a commissioner) to define intended outcomes from the survey and the kind of data points desired. (February)
2. **Creation of Draft Survey** – Based on the feedback from the initial survey meeting, we will draft a citizen satisfaction survey that measures resident satisfaction pertaining to city services. This survey will include:
 - Quantitative questions that gauge the degree to which residents are satisfied or unsatisfied with specific services
 - Qualitative questions to solicit resident comments and context for feedback
 - Questions pertaining to demographics and geographic locations or respondentsWe will distribute this draft survey to city leadership to take and supply feedback or needed changes to the survey. If needed, we are prepared to facilitate an additional meeting with staff to finalize the survey content. (Late February – Early March)
3. **Distribution of Survey** – City Led (March – April)
4. **Analysis of Survey** – Once the survey is closed, we will analyze survey responses and present results in an easily digestible format. We will also include several qualitative takeaways on key trends that emerged, along with recommendations on potential next steps in response to these trends. (Early May)
5. **Presentation to City Staff and Commission** – Once a final deliverable has been reviewed and approved by City Management, we will present to desired City Leadership on the survey, including the process taken, survey methodology, results, and recommendations. (May 19th)

Cost – \$8,500



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 23, 2023

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider adopting a resolution for a comprehensive plan grant under the Rural Business Development Grant program.

SUMMARY RECOMMENDATION Adopt the resolution.

BACKGROUND We were advised on February 22, 2023 that the EDA grant that we had previously discussed to potentially fund the Comprehensive Plan Update along with the other cities within the County was not eligible for this grant opportunity after further review. However, on the afternoon of February 23, 2023 Susan Galemore, our grant administrator, was able to locate another grant opportunity to potentially help fund the Comprehensive Plan update through the USDA under the Rural Business Development Grant program.

The deadline is February 28th at 4:30 pm. It does require a resolution by the City to be adopted supporting the project and authorizing someone to sign the application documents. Although a match is not required, in order to get the maximum points, it is highly recommended to provide a significant match.

FINANCIAL INFORMATION Up to \$76,500 if the grant is awarded.

SUGGESTED MOTION I move to adopt a resolution authorizing applying for a comprehensive plan grant under the Rural Business Development Grant program, and authorizing the City Manager to sign any related documentation.

SUPPORTING DOCUMENTS

1. Resolution for matching funds

THE CITY OF INDEPENDENCE, KANSAS

RESOLUTION NO. _____

Resolution Certifying Legal Authority
TO APPLY FOR THE RURAL
BUSINESS DEVELOPMENT
GRANT PROGRAM
FROM THE USDA RURAL DEVELOPMENT AND
AUTHORIZING THE MAYOR
TO SIGN AND SUBMIT SUCH AN APPLICATION

WHEREAS, The City of Independence, Kansas, is a legal governmental entity as provided by the laws of the STATE OF KANSAS, and

WHEREAS, The City of Independence, Kansas, intends to submit an application for assistance from the RURAL BUSINESS DEVELOPMENT GRANT PROGRAM.

THE APPLICANT hereby certifies that the City of Independence, Kansas, is a legal governmental entity under the status of the laws of the STATE OF KANSAS and thereby has the authority to apply for assistance from the RURAL BUSINESS DEVELOPMENT GRANT PROGRAM.

THE APPLICANT hereby authorizes the MAYOR of Independence, Kansas, to act as the applicant's official representative in signing and submitting an application for the assistance to the RURAL BUSINESS DEVELOPMENT GRANT PROGRAM.

THE APPLICANT hereby dedicates \$76,500 in cash funds toward this project and \$ 0 in in-kind material and/or labor for same.

APPROVED BY THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS,
this 23rd day of February, 2023.

APPROVED _____
Louis Ysusi, MAYOR

ATTEST _____
David Schwenker, CITY CLERK

(SEAL)

THE CITY OF INDEPENDENCE, KANSAS



Report
CITY OF INDEPENDENCE
February 23, 2023

Department Public Works & Utilities

Director Approval

AGENDA ITEM Monthly Public Works Report

BACKGROUND

SUPPORTING DOCUMENTS

1. Project Status 2-2022CC

	Project Title	Project Description/Scope	Approx. Cost (000's)	Grant Portion	Arch. or Eng. Partner	Status	Last Month Progress	Next Month Plan/Issues	Projected Const Start	Projected Compl.
1	KDOT CCLIP	Main Street - 8th to 2nd, two projects	\$1,000	\$800	TranSystems	Pre-design.	ADA reviewed.	Prepare contracts with TranSystems, RCA.	4Q23	3Q24
2	Transp. Alt. Grant	8' sidewalk to Wal-Mart and Labette	\$1,350	\$980	TranSystems	Pre-design.	Evergy alignment reviewed.	Prepare contracts with TranSystems, RCA.	1Q24	2Q24
3	Zoo and Park Power	Move power feed for Zoo and Park underground	\$300		PEC	Alternative review.	Waiting for final data from Evergy.	Report in final draft.	1Q22	1Q23
4	Parking Lot N. of City Hall	Design and construct new parking lot north of historic City Hall.	\$600	TBD	Treanor	Alternative review.	Prepare alternatives table.	On hold pending decision on alternative selection.	2Q23	4Q23
5	Central Park - Phase I	New soccer fields, revamp existing ball fields.	\$8,600	\$2,100	Indigo	Pre-bid.	RCA for grant acceptance, bid in December.	Rebid, reviewed scope for value engineering.	1Q23	4Q23
6	CCLIP Grant	Reconstruct Penn from Morningside to City Limits	\$500	\$370	TranSystems	Pre-bid.	Final comments from KDOT received.	Prepare bid documents. 5/2023 bid.	3Q23	4Q23
7	CCLIP Grant	Mill and overlay Chestnut from 9th to Penn	\$220	\$150	TranSystems	Pre-bid.	Final comments from KDOT received.	Prepare bid documents. 5/2023 bid.	3Q23	4Q23
8	Waterline/Meter Project	New Water Meters, Replace Some Water Main	\$3,400		PEC	Design complete.	KDHE comments received, preparing response.	Sent revised plans to KDHE. Bidding April/May.	1Q23	3Q23
9	Water Plant Next Phase	Water Plant Capital Work Per Master Plan	\$6,000		PEC	Design complete.	Preparing to engineer KDHE added scope.	Working through dechlorination options.	1Q23	4Q26
10	KDHE Wastewater Loan	New sewer lines around 1st and Birch and around the Westminster area.	\$3,000		TranSystems	Pre-bid.	Waiting on final loan document (waiting on KDHE). Working on obtaining easements.	Receive final loan document (waiting on KDHE). Preparing condemnation.	2Q23	4Q23
11	Water Tower Maint.	Maintain and Coat North Water Tower	\$250		N/A	Pre-construction.	Wait for construction.	Wait for construction.	1Q23	2Q23
12	CDBG	Lakeview lift station, I and I abatement.	\$2,000	\$700	TranSystems	In construction.	Continue lift station.	Continue lift station, lining work. RCA for diameter change.	3Q22	3Q23
13	City Hall/Fire/EMS	Refinish City Hall, construct new Fire/EMS personnel spaces.	\$10,400		Treanor	In construction.	Construction in progress.	Construction in progress. (costs are construction only)	1Q22	2Q23
14	Enterprise Drive	Buildout of street, utilities	\$1,700	\$1,300	TranSystems	In construction.	Survey complete, finalizing last easements.	Start remaining intersection work (early March, earliest).	1Q22	2Q23
15	KDOT: Maple Street Cost Share	Complete rebuild, 17th Street to City Limits	\$3,780	\$1,600	TranSystems	In construction.	Review and decide on storm sewer change order.	Planning storm sewer work.	1Q22	1Q23
A	Airport Terminal	Upgrades/Remodel	\$100	TBD	In-House	Hold.	RCA for FAA terminal replacement.	Apply for grant, wait.	TBD	TBD
B	Whiskey Creek	Artificial lake for runoff water impoundment	TBD		TranSystems	Hold.	Fifth meeting in July.	Sixth meeting TBD.	TBD	TBD
C	KDOT KAIP	Airport Projects	TBD	TBD	Lochner	Prepare Grant.	RCA to Commission.	Grant applied for. Wait.	TBD	TBD
D	Public Works Building	New building for Water, Street, and Sanitation	\$4,000		Echelon	Hold.	Hold.	Hold.	TBD	TBD
E	Airport	Paving at airport to support business.	\$434	\$349	TranSystems	Developing.	Revised scope, proposal from VSE.	Planning revised scope execution.	2024	2024

Green shade denotes changed/new information from last month.



Report
CITY OF INDEPENDENCE
February 23, 2023

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM City Board Minutes

BACKGROUND

SUPPORTING DOCUMENTS

1. 01/03/2023 Planning Commission Approved Minutes

**Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's January 3, 2023
Meeting**

I. Call to Order

Present: Lisa Richard, Brent Littleton, Rachel Lyon, Mary Jo Meier, Kendall Neill, Andy McLenon, Tim Haynes, Michelle Anderson

Absent: Anthony (Tony) Royse

a. Reorganization

1. Election of Chair
2. Election of Vice Chair
3. Election of Secretary

Election of Chair

Motion:

On the motion of Lisa Richard, seconded by Andy McLenon the Commission elected Tim Haynes Chair.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Mary Jo Meier

Nay: None

Election of Vice Chair

Motion:

On the motion of Andy McLenon, seconded by Lisa Richard the Commission elected Rachel Lyon as Vice Chair.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Mary Jo Meier

Nay: None

Election of Secretary

Motion:

On the motion of Andy McLenon, seconded by Tim Haynes the Commission elected Tony Royse as Secretary.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Mary Jo Meier

Nay: None

b. Orientation by the City Attorney.

Jeff Chubb, City attorney, presented the orientation to the board.

c. Consider setting future meeting dates for 2023.

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's January 3, 2023 Meeting

Motion:

On the motion of Mary Jo Meier, seconded by Andy McLenon the Commission approved to continue meeting the first Tuesday of each month at 5:30 pm with the exception of rescheduling the July 4, 2023 meeting to July 11, 2023 due to the holiday; the August 1, 2023 meeting to August 8, 2023 due to the primary election; and the November 7, 2023 meeting to November 14, 2023 due to the general election.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Mary Jo Meier, Kendall Neill, Lisa Richard

Nay: None

II. Minutes

- a. Consider approving minutes of the December 6, 2022 Planning and Zoning Commission/Board of Zoning Appeals meeting.

Motion:

On the motion of Tim Haynes, seconded by Rachel Lyon the Commission approved the minutes of the December 6, 2022 meeting.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Mary Jo Meier, Kendall Neill, Lisa Richard

Nay: None

III. Board of Zoning Appeals (Does not include outside City appointments)

- a. Public hearing to receive comments on a variance request to reduce the setback(s) in an R-3, low density multifamily dwelling district at 301 S. 6th St.

Tim Haynes opened the public hearing.

Robert Miller stated that the existing garage was built for a Model T and he wants to make it into a two-car garage that fits modern vehicles and be six feet from the rear property line and six feet from the front yard.

Motion:

On the motion of Tim Haynes, seconded by Kendall Neill the Commission approved a variance to reduce the rear yard setback by 4 feet (from 10 feet to 6 feet) and the front yard setback (because it is a corner lot) by 19 feet (from 25 feet to 6 feet) in an R-3 low density multifamily dwelling district for 301 South 6th Street.

Aye: Michelle Anderson, Tim Haynes, Rachel Lyon, Mary Jo Meier, Kendall Neill, Lisa Richard

Nay: None

**Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's January 3, 2023
Meeting**

- b. Public hearing to receive comments on a variance request to reduce the setback(s) in an R-2, single-family dwelling district at 517 N. 10th St.

Tim Haynes opened the public hearing.

Andy McLenon asked if traffic would enter the complex off of 10th Street or 11th Street.

David Cowan said that it will be on the corner of 11th & Locust where they can access the circle drive with no direct access to 11th Street.

Tim Haynes asked if this will be located in the field across from the middle school.

David Cowan said yes, it will be in that field in the southwest corner where the entrance is at.

Motion:

On the motion of Kendall Neill, seconded by Lisa Richard the Commission accepted a variance to reduce the front yard setback 19 feet (from 25 feet to 6 feet) in an R-2, single-family dwelling district at 517 North 10th Street, also known as 514 N. 11th Street, for the USD 446 Board of Education.

Aye: Rachel Lyon, Mary Jo Meier, Kendall Neill, Lisa Richard

Nay: None

IV. Planning Commission

- a. Public hearing to receive comments on a request for a conditional use permit for "Schools - preprimary" in an R-2, single-family dwelling district at 517 North 10th Street.

Tim Haynes opened the public hearing.

Motion:

On the motion of Rachel Lyon, seconded by Lisa Richard the Commission approved the request for a conditional use permit for "Schools-preprimary" in an R-2, single-family dwelling district at 517 North 10th Street, also known as 514 N. 11th Street, with the conditions as recommended by City Staff.

- 1. The conditional use permit is not transferable to another location.**
- 2. The applicant must follow all City codes.**
- 3. If any of the above conditions are not met the conditional use permit will**

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's January 3, 2023 Meeting

no longer be valid.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Mary Jo Meier, Kendall Neill, Lisa Richard

Nay: None

- b. Public hearing to receive comments on a request to rezone a tract of land located at 800 N. 21st Street to M-1, light industrial district.

Tim Haynes opened the public hearing.

Motion:

On the motion of Lisa Richard, seconded by Rachel Lyon the Commission approved rezoning a tract of land located at 800 North 21st Street to M-1, light industrial district..

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Mary Jo Meier, Kendall Neill, Lisa Richard

Nay: None

V. Discussion

Kelly Passauer asked the Commission if they would consider setting a date for a public hearing for a text amendment to modify off-street parking regulations for parking in the rear of a business in industrial zones. The subject of allowing gravel surfacing for employee parking has come up again.

There was discussion as to whether the City Commission would even consider this matter as they have turned it down in the past.

Motion:

On the motion of Tim Haynes, seconded by Lisa Richard the Commission initiated a public hearing for a text amendment to modify off-street parking regulations on February 7, 2023.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Mary Jo Meier, Kendall Neill, Lisa Richard

Nay: None

VI. Adjournment

Motion:

On the motion of Lisa Richard, seconded by Brent Littleton the Commission adjourned the meeting..

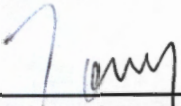
Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Mary Jo Meier, Kendall Neill, Lisa Richard

**Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's January 3, 2023
Meeting**

Nay: None



Tim Haynes, Chairperson



Anthony (Tony) Royse, Secretary



Report
CITY OF INDEPENDENCE
February 23, 2023

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Appropriations - January 1 - February 17, 2023

BACKGROUND

SUPPORTING DOCUMENTS

1. Accounts Payable 01-13-2023
2. Accounts Payable 01-27-2023
3. Accounts Payable 02-10-2023
4. PAYROLL 01-06-2023
5. PAYROLL 01-20-2023
6. PAYROLL 02-03-2023
7. PAYROLL 02-17-2023
8. JANUARY 2023 DRAFT

APPROPRIATIONS 2022

Accounts payable paid from December 31st, 2022 through January 13th, 2023

Total: \$ 926,740.93

PACKET: 26683 FIRST OF THE MONTH JAN 2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-011215 INDEPENDENCE MAIN STREET									
I 012023-STATEMENT		FUNDING FOR INDEP. MAIN STR AP		1/04/2023	R	1/01/2023	2,083.34	2,083.34CR	
		G/L ACCOUNT		CK: 077052			2,083.34		
	01 509-6805	MAIN STREET				2,083.34	FUNDING FOR INDEP. MAIN STR.		
			REG. CHECK			1	2,083.34	2,083.34CR	0.00
							2,083.34	0.00	

01-032735 INDEPENDENCE HISTORICAL									
I 012023-FUNDING		FUNDING	AP	1/04/2023	R	1/01/2023	1,416.67	1,416.67CR	
		G/L ACCOUNT		CK: 077053			1,416.67		
	01 509-6806	HISTORICAL MUSEUM				1,416.67	FUNDING		
			REG. CHECK			1	1,416.67	1,416.67CR	0.00
							1,416.67	0.00	

PACKET: 26683 FIRST OF THE MONTH JAN 2023

VENDOR SET: 01

===== R E P O R T T O T A L S =====

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	3,500.01CR
** TOTALS **		3,500.01CR

=====

---- TYPE OF CHECK TOTALS ----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS		0.00	0.00	0.00
		0.00	0.00	
REG-CHECKS	2	3,500.01	3,500.01CR	0.00
		3,500.01	0.00	
EFT		0.00	0.00	0.00
		0.00	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS	2	3,500.01	3,500.01CR	0.00
		3,500.01	0.00	

ERRORS: 0 WARNINGS: 0

PACKET: 26684 FIRST OF THE MONTH JAN 2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-002100 A.W.O.L.									
I	012023-STATEMENT	FUNDING	AP	1/04/2023	E	1/01/2023	3,000.00	3,000.00CR	
		G/L ACCOUNT		CK: 002751			3,000.00		
	01	509-6802	A.W.O.L.			3,000.00	FUNDING		
			EFT			1	3,000.00	3,000.00CR	0.00
							3,000.00	0.00	

01-004497 JEFF CHUBB - C/O EMERT									
I	012023-STATEMENT	CITY ATTORNEY'S FEES	AP	1/04/2023	E	1/01/2023	5,460.00	5,460.00CR	
		G/L ACCOUNT		CK: 002752			5,460.00		
	01	501-6431	CITY ATTORNEY			5,460.00	CITY ATTORNEY'S FEES		
			EFT			1	5,460.00	5,460.00CR	0.00
							5,460.00	0.00	

01-011280 INDEPENDENCE RECREATION COM									
I	012023-STATEMENT	ASH ALLOTMENT	AP	1/04/2023	E	2/01/2023	2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 002753			2,000.00		
	44	501-6800	FUNDING TO EXT. ORGANIZATIONS			2,000.00	ASH ALLOTMENT		
			EFT			1	2,000.00	2,000.00CR	0.00
							2,000.00	0.00	

01-015680 MID CONTINENT BAND									
I	012023-STATEMENT	MONTHLY PAYMENT	AP	1/04/2023	E	1/01/2023	700.00	700.00CR	
		G/L ACCOUNT		CK: 002754			700.00		
	01	509-6803	MUNICIPAL BAND			700.00	MONTHLY PAYMENT		
			EFT			1	700.00	700.00CR	0.00
							700.00	0.00	

01-032485 KELLY C. PASSAUER									
I	012023-KPERSOGLI	KPERS OGLI REIMBURSEMENT	AP	1/04/2023	E	1/01/2023	39.20	39.20CR	
		G/L ACCOUNT		CK: 002756			39.20		
	26	501-5710	OTHER EMPLOYEE BENEFITS			39.20	KPERS OGLI REIMBURSEMENT		
			EFT			1	39.20	39.20CR	0.00
							39.20	0.00	

PACKET: 26684 FIRST OF THE MONTH JAN 2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-035721 EMERT CHUBB REYNOLDS LLC									
I	012023-STATEMENT	MUNICIPAL COURT PROSECUTOR	AP	1/04/2023	E	1/01/2023	3,184.48	3,184.48CR	
		G/L ACCOUNT		CK: 002755			3,184.48		
	01 502-6431	CITY JUDGE/PROSECUTOR				3,184.48	MUNICIPAL COURT PROSECUTOR		
			EFT			1	3,184.48	3,184.48CR	0.00
							3,184.48	0.00	

01-037363 JOSLYN M KUSIAK									
I	012023-STATEMENT	MUNICIPAL COURT JUDGE	AP	1/04/2023	E	1/01/2023	2,184.00	2,184.00CR	
		G/L ACCOUNT		CK: 002757			2,184.00		
	01 502-6431	CITY JUDGE/PROSECUTOR				2,184.00	MUNICIPAL COURT JUDGE		
			EFT			1	2,184.00	2,184.00CR	0.00
							2,184.00	0.00	

PACKET: 26684 FIRST OF THE MONTH JAN 2023

VENDOR SET: 01

===== R E P O R T T O T A L S =====

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	14,528.48CR
26	GF EMPLOYEE BENEFITS	39.20CR
44	SPECIAL PARK & RECREATION	2,000.00CR
** TOTALS **		16,567.68CR

----- TYPE OF CHECK TOTALS -----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS		0.00	0.00	0.00
		0.00	0.00	
REG-CHECKS		0.00	0.00	0.00
		0.00	0.00	
EFT	7	16,567.68	16,567.68CR	0.00
		16,567.68	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS	7	16,567.68	16,567.68CR	0.00
		16,567.68	0.00	

TOTAL CHECKS TO PRINT: 0

=====

ERRORS:

0

WARNINGS:

0

PACKET: 26740 Regular Payments-AP 2022/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-002430 APCO INTERNATIONAL, INC.										
I 921137		2023 APCO MEMBERSHIP DUES	AP	1/13/2023	R	1/04/2023		361.00	361.00CR	
		G/L ACCOUNT		CK: 077063				361.00		
	08	501-8690		PROJECT COST			361.00	2023 APCO MEMBERSHIP DUES		
				REG. CHECK			1	361.00	361.00CR	0.00
								361.00	0.00	

01-002520 ATCO INTERNATIONAL										
I I0606623		CHAIN & CABLE LUBE	AP	1/13/2023	R	1/06/2023		843.00	843.00CR	
		G/L ACCOUNT		CK: 077064				843.00		
	01	533-7690		OTHER OPERATIONAL SUPPLIES			843.00	CHAIN & CABLE LUBE		
				REG. CHECK			1	843.00	843.00CR	0.00
								843.00	0.00	

01-004645 CITY OF INDEPENDENCE										
I 122022-STATEMENT		HOUSING WATER BILL	AP	1/13/2023	R	12/31/2022		6,002.93	6,002.93CR	
		G/L ACCOUNT		CK: 077065				6,002.93		
	49	501-6111		WATER			142.34	922 COFFEYVILLE		
	49	501-6111		WATER			112.07	1002 COFFEYVILLE-	1004	
	49	501-6111		WATER			133.19	1008 COFFEYVILLE		
	49	501-6111		WATER			191.25	923 E CEDAR		
	49	501-6111		WATER			133.75	1003 E CEDAR-1005		
	49	501-6111		WATER			122.79	1009 E CEDAR		
	56	501-6111		WATER			149.19	AUT912 COFFEYVILLE		
	56	501-6111		WATER			171.43	AUT920 E CEDAR		
	56	501-6111		WATER			129.54	AUT916 E CEDAR		
	56	501-6111		WATER			177.82	AUT915 E EDISON		
	54	501-6111		WATER			83.08	AUT917 E WALNUT		
	54	501-6111		WATER			76.45	AUT921 E WALNUT		
	54	501-6111		WATER			79.99	AUT1013 E WALNUT		
	54	501-6111		WATER			101.61	AUT1017 E WALNUT		
	54	501-6111		WATER			67.70	AUT309 CEMENT		
	54	501-6111		WATER			78.85	AUT313 CEMENT		
	55	501-6111		WATER			123.21	404 EARL		
	55	501-6111		WATER			115.88	408 EARL		
	53	501-6111		WATER			3,626.27	401 S PENN		
	57	501-6111		WATER			116.61	408 S 8TH		
	64	501-6111		WATER			69.91	129 S 19TH		
				REG. CHECK			1	6,002.93	6,002.93CR	0.00
								6,002.93	0.00	

PACKET: 26740 Regular Payments-AP 2022/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-012160 JERRY HALL'S COMMUNICATIO									
I 17428		REPAEATER CHECK	AP	1/13/2023	R	2/05/2023	170.00	170.00CR	
		G/L ACCOUNT		CK: 077066			170.00		
	01 526-6040	RADIO MAINTENANCE & REPAIR				170.00	REPAEATER CHECK		
				REG. CHECK		1	170.00	170.00CR	0.00
							170.00	0.00	

01-013055 KANSAS ASSOCIATION OF									
I 751		2023 MEMBERSHIP DUES	AP	1/13/2023	R	2/08/2023	200.00	200.00CR	
		G/L ACCOUNT		CK: 077067			200.00		
	01 501-6300	MEMBERSHIP DUES				200.00	2023 MEMBERSHIP DUES		
				REG. CHECK		1	200.00	200.00CR	0.00
							200.00	0.00	

01-014250 LEE'S COOLING & HEATING C									
I 29466136		HEATER REPAIR	AP	1/13/2023	R	11/23/2022	485.00	485.00CR	
		G/L ACCOUNT		CK: 077068			485.00		
	31 501-6590	OTHER BUILDING & GROUND MAINT				485.00	HEATER REPAIR		
				REG. CHECK		1	485.00	485.00CR	0.00
							485.00	0.00	

01-014400 LINNS AIR COOLED ENGINES LL									
I 3526023		SPARK PLUG/MODULE/SHARPEN	AP	1/13/2023	R	1/05/2023	129.75	129.75CR	
		G/L ACCOUNT		CK: 077069			129.75		
	33 562-6720	OTHER EQUIPMENT MAINTENANCE				129.75	SPARK PLUG/MODULE/SHARPEN		
I 836697		CHAIN SAW/CHAIN SAW FUEL/OI	AP	1/13/2023	R	2/02/2023	1,171.96	1,171.96CR	
		G/L ACCOUNT		CK: 077069			1,171.96		
	01 533-7490	OTHER SMALL TOOLS & EQUIPMENT				1,171.96	CHAIN SAW/CHAIN SAW FUEL/OIL		
				REG. CHECK		1	1,301.71	1,301.71CR	0.00
							1,301.71	0.00	

PACKET: 26740 Regular Payments-AP 2022/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-018120 O'REILLY AUTO PARTS									
I 0154-104540		UNIT 502 PARTS	AP	1/13/2023	R	1/26/2023	133.71	133.71CR	
		G/L ACCOUNT		CK: 077070			133.71		
	01 533-6710	VEHICLE MAINTENANCE				133.71	UNIT 502 PARTS		
I 0154-104864		MOTOR OIL	AP	1/13/2023	R	1/28/2023	33.98	33.98CR	
		G/L ACCOUNT		CK: 077070			33.98		
	01 533-6710	VEHICLE MAINTENANCE				33.98	MOTOR OIL		
I 0154-104964		MOTOR OIL	AP	1/13/2023	R	1/28/2023	17.97	17.97CR	
		G/L ACCOUNT		CK: 077070			17.97		
	01 533-6710	VEHICLE MAINTENANCE				17.97	MOTOR OIL		
		REG. CHECK				1	185.66	185.66CR	0.00
							185.66	0.00	

01-020010 QUALITY MOTORS OF INDEPEN									
I 177537		1996 FORD F250	AP	1/13/2023	R	12/10/2022	353.32	353.32CR	
		G/L ACCOUNT		CK: 077071			353.32		
	31 501-6710	VEHICLE MAINTENANCE				353.32	1996 FORD F250		
I 177584		UNIT 3	AP	1/13/2023	R	12/15/2022	75.40	75.40CR	
		G/L ACCOUNT		CK: 077071			75.40		
	01 521-6710	VEHICLE MAINTENANCE				75.40	UNIT 3		
I 228696		HOUSING	AP	1/13/2023	R	1/07/2023	39.39	39.39CR	
		G/L ACCOUNT		CK: 077071			39.39		
	53 501-7180	OTHER BUILDING SUPPLIES				39.39	HOUSING		
I 228802		UNIT 518 OIL DIPSTICK	AP	1/13/2023	R	2/10/2023	41.00	41.00CR	
		G/L ACCOUNT		CK: 077071			41.00		
	01 533-7310	EQUIPMENT PARTS				41.00	UNIT 518 OIL DIPSTICK		
		REG. CHECK				1	509.11	509.11CR	0.00
							509.11	0.00	

01-022110 SAYERS ACE HARDWARE INC.									
I 057774		PUTTY KNIFE/BATTERY PHOTO	AP	1/13/2023	R	12/21/2022	28.17	28.17CR	
		G/L ACCOUNT		CK: 077072			28.17		
	01 547-6590	OTHER BUILDING & GROUND MAINT				28.17	PUTTY KNIFE/BATTERY PHOTO		
I 57615		SUPER GLUE/NUTS/BOLTS/NAILS	AP	1/13/2023	R	12/09/2022	9.87	9.87CR	
		G/L ACCOUNT		CK: 077072			9.87		
	01 533-7690	OTHER OPERATIONAL SUPPLIES				9.87	SUPER GLUE/NUTS/BOLTS/NAILS		

PACKET: 26740 Regular Payments-AP 2022/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I K67574		POSTHOLE DIGGER	AP	1/13/2023	R	12/02/2022		44.99	44.99CR	
		G/L ACCOUNT		CK: 077072				44.99		
	33 562-7490	OTHER SMALL TOOLS & EQUIPMENT					44.99	POSTHOLE DIGGER		
I K67680		THREADLOCKER	AP	1/13/2023	R	12/09/2022		4.59	4.59CR	
		G/L ACCOUNT		CK: 077072				4.59		
	01 533-7690	OTHER OPERATIONAL SUPPLIES					4.59	THREADLOCKER		
I K67746		KEYS	AP	1/13/2023	R	12/14/2022		21.27	21.27CR	
		G/L ACCOUNT		CK: 077072				21.27		
	33 562-6510	OTHER BUILDING & GROUND MAINT					21.27	KEYS		
I K67753		KEYS FOR NEW EMPLOYEES	AP	1/13/2023	R	12/14/2022		17.91	17.91CR	
		G/L ACCOUNT		CK: 077072				17.91		
	01 533-7690	OTHER OPERATIONAL SUPPLIES					17.91	KEYS FOR NEW EMPLOYEES		
I K68097		SNAP TRIGGR WIRE ROPE CLIP	AP	1/13/2023	R	1/15/2023		23.92	23.92CR	
		G/L ACCOUNT		CK: 077072				23.92		
	01 547-6590	OTHER BUILDING & GROUND MAINT					23.92	SNAP TRIGGR WIRE ROPE CLIP		
I L57301		BULBS/BATTERY	AP	1/13/2023	R	11/13/2022		85.91	85.91CR	
		G/L ACCOUNT		CK: 077072				85.91		
	01 547-7690	OTHER OPERATIONAL SUPPLIES					85.91	BULBS/BATTERY		
I L58002		FLAG NYLON	AP	1/13/2023	R	1/08/2023		74.99	74.99CR	
		G/L ACCOUNT		CK: 077072				74.99		
	01 526-7690	OTHER OPERATIONAL SUPPLIES					74.99	FLAG NYLON		
I L58161		BLEACH AND NEW WATER CAN	AP	1/13/2023	R	1/19/2023		37.58	37.58CR	
		G/L ACCOUNT		CK: 077072				37.58		
	33 562-6510	OTHER BUILDING & GROUND MAINT					37.58	BLEACH AND NEW WATER CAN		
		REG. CHECK					1	349.20	349.20CR	0.00
								349.20	0.00	

01-032012 HAYNES EQUIPMENT CO., INC										
I 27820H		HEATER PAD	AP	1/13/2023	R	12/30/2022		1,716.58	1,716.58CR	
		G/L ACCOUNT		CK: 077073				1,716.58		
	33 561-7700	PLANT MACHINERY & EQUIPMENT					1,716.58	HEATER PAD		
		REG. CHECK					1	1,716.58	1,716.58CR	0.00
								1,716.58	0.00	

PACKET: 26740 Regular Payments-AP 2022/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-032159 CJ'S THREADS										
I 21556		T-SHIRTS	AP	1/13/2023	R	7/29/2022		35.85	35.85CR	
		G/L ACCOUNT		CK: 077074				35.85		
	01 526-7900	UNIFORMS					35.85	T-SHIRTS		
I 21756		CANCER FOR A CURE SHIRTS	AP	1/13/2023	R	10/10/2022		315.00	315.00CR	
		G/L ACCOUNT		CK: 077074				315.00		
	01 526-7900	UNIFORMS					315.00	CANCER FOR A CURE SHIRTS		
I 22088		5.11 TACTICAL PANTS	AP	1/13/2023	R	1/04/2023		60.00	60.00CR	
		G/L ACCOUNT		CK: 077074				60.00		
	01 526-7900	UNIFORMS					60.00	5.11 TACTICAL PANTS		
				REG. CHECK			1	410.85	410.85CR	0.00
								410.85	0.00	

01-032215 CARTER WATERS LLC										
I 1578112-00		COLD MIX ASPHALT	AP	1/13/2023	R	12/06/2022		3,391.00	3,391.00CR	
		G/L ACCOUNT		CK: 077075				3,391.00		
	01 533-7510	ASPHALT PATCHING					3,391.00	COLD MIX ASPHALT		
				REG. CHECK			1	3,391.00	3,391.00CR	0.00
								3,391.00	0.00	

01-032299 BARTA ANIMAL HOSPITAL										
I 01032023		STATEMENT FEE	AP	1/13/2023	R	12/29/2022		1.00	1.00CR	
		G/L ACCOUNT		CK: 077076				1.00		
	01 522-6490	OTHER PROFESSIONAL SERVICES					1.00	STATEMENT FEE		
I 248046		PNEU-DART NEEDLE	AP	1/13/2023	R	12/01/2022		76.20	76.20CR	
		G/L ACCOUNT		CK: 077076				76.20		
	01 522-6470	MEDICAL					76.20	PNEU-DART NEEDLE		
I 248443		XYLAZINE 20 MG/ML	AP	1/13/2023	R	12/07/2022		30.10	30.10CR	
		G/L ACCOUNT		CK: 077076				30.10		
	01 522-6470	MEDICAL					30.10	XYLAZINE 20 MG/ML		
I 379194		ANIMAL CARE	AP	1/13/2023	R	12/02/2022		142.50	142.50CR	
		G/L ACCOUNT		CK: 077076				142.50		
	01 542-6470	VETERINARIAN					57.00	DONKEY		
	01 542-6470	VETERINARIAN					85.50	LLAMA		
I 379199		DONKEY CARE	AP	1/13/2023	R	12/02/2022		18.70	18.70CR	
		G/L ACCOUNT		CK: 077076				18.70		
	01 542-6470	VETERINARIAN					18.70	DONKEY CARE		

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I 379343		POT BELLIED PIGS	AP	1/13/2023	R	12/05/2022		89.25	89.25CR	
		G/L ACCOUNT		CK: 077076				89.25		
	01 542-6470	VETERINARIAN					89.25	POT BELLIED PIGS		
I 379380		CREMATION	AP	1/13/2023	R	12/05/2022		76.00	76.00CR	
		G/L ACCOUNT		CK: 077076				76.00		
	01 522-6470	MEDICAL					76.00	CREMATION		
I 379503		CREAMATION	AP	1/13/2023	R	12/07/2022		73.50	73.50CR	
		G/L ACCOUNT		CK: 077076				73.50		
	01 522-6470	MEDICAL					73.50	CREAMATION		
I 379509		CREMATION	AP	1/13/2023	R	12/09/2022		19.00	19.00CR	
		G/L ACCOUNT		CK: 077076				19.00		
	01 522-6470	MEDICAL					19.00	CREMATION		
I 379573		ANIMAL CARE	AP	1/13/2023	R	12/09/2022		243.65	243.65CR	
		G/L ACCOUNT		CK: 077076				243.65		
	01 542-6470	VETERINARIAN					21.25	COATIMUNDI		
	01 542-6470	VETERINARIAN					72.20	LUCY		
	01 542-6470	VETERINARIAN					77.70	MONKEY		
	01 542-6470	VETERINARIAN					72.50	MACAW		
I 379645		CREMATION	AP	1/13/2023	R	12/12/2022		76.00	76.00CR	
		G/L ACCOUNT		CK: 077076				76.00		
	01 522-6470	MEDICAL					76.00	CREMATION		
I 379649		CREMATION	AP	1/13/2023	R	12/13/2022		19.00	19.00CR	
		G/L ACCOUNT		CK: 077076				19.00		
	01 522-6470	MEDICAL					19.00	CREMATION		
I 379858		DONKEY CARE	AP	1/13/2023	R	12/14/2022		63.50	63.50CR	
		G/L ACCOUNT		CK: 077076				63.50		
	01 542-6470	VETERINARIAN					63.50	DONKEY CARE		
I 379901		CREMATION	AP	1/13/2023	R	12/19/2022		57.00	57.00CR	
		G/L ACCOUNT		CK: 077076				57.00		
	01 522-6470	MEDICAL					57.00	CREMATION		
I 379902		EUTHANASIA/CREMATION	AP	1/13/2023	R	12/16/2022		54.50	54.50CR	
		G/L ACCOUNT		CK: 077076				54.50		
	01 522-6470	MEDICAL					54.50	EUTHANASIA/CREMATION		
I 380065		RABIES OBSERVATION	AP	1/13/2023	R	12/12/2022		230.00	230.00CR	
		G/L ACCOUNT		CK: 077076				230.00		
	01 522-6470	MEDICAL					230.00	RABIES OBSERVATION		
I 380252		DONKEY CARE	AP	1/13/2023	R	12/29/2022		75.00	75.00CR	
		G/L ACCOUNT		CK: 077076				75.00		
	01 542-6470	VETERINARIAN					75.00	DONKEY CARE		

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I 380281		CREMATION	AP	1/13/2023	R	12/29/2022	38.00	38.00CR	
		G/L ACCOUNT		CK: 077076			38.00		
	01 522-6470	MEDICAL					38.00	CREMATION	
I 380369		ALPACA CARE	AP	1/13/2023	R	1/02/2023	225.80	225.80CR	
		G/L ACCOUNT		CK: 077076			225.80		
	01 542-6470	VETERINARIAN					225.80	ALPACA CARE	
		REG. CHECK				1	1,608.70	1,608.70CR	0.00
							1,608.70	0.00	
01-032879 GRASS ROOTS DESIGN GROUP, I									
I 2885		STICKERS	AP	1/13/2023	R	12/30/2022	330.22	330.22CR	
		G/L ACCOUNT		CK: 077080			330.22		
	01 526-7690	OTHER OPERATIONAL SUPPLIES					330.22	STICKERS	
I 2898		TUMBLERS	AP	1/13/2023	R	12/30/2022	450.82	450.82CR	
		G/L ACCOUNT		CK: 077080			450.82		
	40 501-8690	CAPITAL OUTLAY					450.82	TUMBLERS	
I 2902		OCCUPANCY REPORTS	AP	1/13/2023	R	12/30/2022	117.60	117.60CR	
		G/L ACCOUNT		CK: 077080			117.60		
	01 526-7690	OTHER OPERATIONAL SUPPLIES					117.60	OCCUPANCY REPORTS	
		REG. CHECK				1	898.64	898.64CR	0.00
							898.64	0.00	
01-033182 LAKE LAND OFFICE SYSTEMS,									
I IN458000		COPIER RENTAL	AP	1/13/2023	R	11/03/2022	75.46	75.46CR	
		G/L ACCOUNT		CK: 077081			75.46		
	01 521-6700	OFFICE EQUIPMENT MAINTENANCE					75.46	COPIER RENTAL	
		REG. CHECK				1	75.46	75.46CR	0.00
							75.46	0.00	
01-033317 WALMART COM - AP									
I 7RHPVH10BF27		HOSTING TRAINGING	AP	1/13/2023	R	11/29/2022	58.32	58.32CR	
		G/L ACCOUNT		CK: 077082			58.32		
	01 521-7690	OTHER OPERATIONAL SUPPLIES					58.32	HOSTING TRAINGING	
I 7RHYD610B7K8		WALMART COM - AP	AP	1/13/2023	R	12/19/2022	129.36	129.36CR	
		G/L ACCOUNT		CK: 077082			129.36		
	01 521-7690	OTHER OPERATIONAL SUPPLIES					129.36	WATER/CUTLERY	

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I 7RJ08810B84K		WATER	AP	1/13/2023	R	12/19/2022		37.52	37.52CR	
		G/L ACCOUNT		CK: 077082				37.52		
	01 521-7690	OTHER OPERATIONAL SUPPLIES					37.52	WATER		
I FINCHRG DEC 22		FINANCE CHARGE	AP	1/13/2023	R	12/24/2022		3.61	3.61CR	
		G/L ACCOUNT		CK: 077082				3.61		
	01 521-6490	OTHER PROFESSIONAL SERVICES					3.61	FINANCE CHARGE		
		REG. CHECK					1	228.81	228.81CR	0.00
								228.81	0.00	
01-033732 QUEST DIAGNOSTICS										
I 9202028953		PRE EMPLOYMENT DRUG SCREEN	AP	1/13/2023	R	12/27/2022		108.60	108.60CR	
		G/L ACCOUNT		CK: 077083				108.60		
	01 526-6470	PRE-EMPLOYMENT SERVICES & TEST					54.30	SUTTON		
	31 501-6490	OTHER PROFESSIONAL SERVICES					54.30	BARTON		
		REG. CHECK					1	108.60	108.60CR	0.00
								108.60	0.00	
01-034025 ADMINISTRATIVE ASSISTANTS O										
I 12022023		AAKC MEMBERSHIP DUES	AP	1/13/2023	R	12/02/2022		50.00	50.00CR	
		G/L ACCOUNT		CK: 077084				50.00		
	01 521-6340	SEMINARS & CONVENTIONS					50.00	AAKC MEMBERSHIP DUES		
		REG. CHECK					1	50.00	50.00CR	0.00
								50.00	0.00	
01-034101 MARCUS HAMILTON										
I 01012023		MEAL REIMBURSEMENT	AP	1/13/2023	R	1/01/2023		23.45	23.45CR	
		G/L ACCOUNT		CK: 077085				23.45		
	01 526-6090	OTHER TRAVEL EXPENSE					23.45	MEAL REIMBURSEMENT		
		REG. CHECK					1	23.45	23.45CR	0.00
								23.45	0.00	

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01-035124 FOLEY EQUIPMENT									
I	PS000289157	COOLANT	AP	1/13/2023	R	12/14/2022	124.30	124.30CR	
		G/L ACCOUNT		CK: 077086			124.30		
	33 561-7270	MISC FUELS				124.30	COOLANT		
				REG. CHECK		1	124.30	124.30CR	0.00
							124.30	0.00	

01-035748 FIRE X INC.									
I	12462460	FIRE EXTINGUISHER INSPECTIO	AP	1/13/2023	R	12/22/2022	141.00	141.00CR	
		G/L ACCOUNT		CK: 077087			141.00		
	01 545-6490	OTHER PROFESSIONAL SERVICES				141.00	FIRE EXTINGUISHER INSPECTION		
I	12462588	ANN FIRE ENXTINGUISHER INSP	AP	1/13/2023	R	1/06/2023	120.00	120.00CR	
		G/L ACCOUNT		CK: 077087			120.00		
	33 561-6490	OTHER PROFESSIONAL SERVICES				120.00	ANN FIRE ENXTINGUISHER INSP		
				REG. CHECK		1	261.00	261.00CR	0.00
							261.00	0.00	

01-035788 INDELCO PLASTICS									
I	INV365303	TUBING	AP	1/13/2023	R	11/30/2022	586.50	586.50CR	
		G/L ACCOUNT		CK: 077088			586.50		
	33 561-7690	OTHER OPERATIONAL SUPPLIES				586.50	TUBING		
				REG. CHECK		1	586.50	586.50CR	0.00
							586.50	0.00	

01-035913 WATERS HARDWARE									
C	C118693	FLAPPER RETURN	AP	1/13/2023	R	8/22/2022	14.99CR	14.99	
		G/L ACCOUNT		CK: 077089			14.99CR		
	01 533-7690	OTHER OPERATIONAL SUPPLIES				14.99CR	FLAPPER RETURN		
C	D221856	DISHWASHER RETURN	AP	1/13/2023	R	10/29/2022	969.99CR	969.99	
		G/L ACCOUNT		CK: 077089			969.99CR		
	14 501-8692	CITY HALL / FIRE-EMS PROJECT				969.99CR	DISHWASHER RETURN		
I	C115023	TUBE	AP	1/13/2023	R	4/03/2022	38.99	38.99CR	
		G/L ACCOUNT		CK: 077089			38.99		
	33 562-7690	OTHER OPERATIONAL SUPPLIES				38.99	TUBE		

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I C120145		HANDLES/SCRUB BRUSH/SIMPLE	AP	1/13/2023	R	10/10/2022		51.45	51.45CR	
		G/L ACCOUNT		CK: 077089				51.45		
	31	501-7630	CHEMICALS				51.45	HANDLES/SCRUB BRUSH/SIMPLE	GRN	
I C120403		BATTERIES	AP	1/13/2023	R	10/18/2022		12.99	12.99CR	
		G/L ACCOUNT		CK: 077089				12.99		
	01	526-7690	OTHER OPERATIONAL SUPPLIES				12.99	BATTERIES		
I C120677		SYRINGE	AP	1/13/2023	R	10/26/2022		7.49	7.49CR	
		G/L ACCOUNT		CK: 077089				7.49		
	31	501-7690	OTHER OPERATIONAL SUPPLIES				7.49	SYRINGE		
I C120936		DISHWASHER	AP	1/13/2023	R	11/04/2022		1,159.99	1,159.99CR	
		G/L ACCOUNT		CK: 077089				1,159.99		
	14	501-8692	CITY HALL / FIRE-EMS PROJECT				1,159.99	DISHWASHER		
I C121744		FUNNEL/DIESEL CAN	AP	1/13/2023	R	11/30/2022		33.78	33.78CR	
		G/L ACCOUNT		CK: 077089				33.78		
	31	501-7490	OTHER SMALL TOOLS & EQUIPMENT				33.78	FUNNEL/DIESEL CAN		
I C121774		MINI LIGHT SETS/TREE ORNAME	AP	1/13/2023	R	12/01/2022		35.98	35.98CR	
		G/L ACCOUNT		CK: 077089				35.98		
	01	547-6590	OTHER BUILDING & GROUND MAINT				35.98	MINI LIGHT SETS/TREE ORNAMENT		
I C121777		MINI LIGHT SET	AP	1/13/2023	R	12/01/2022		28.99	28.99CR	
		G/L ACCOUNT		CK: 077089				28.99		
	01	547-6590	OTHER BUILDING & GROUND MAINT				28.99	MINI LIGHT SET		
I C121897		WIRE STRIP/CUTTER/VOL TEST	AP	1/13/2023	R	12/05/2022		79.45	79.45CR	
		G/L ACCOUNT		CK: 077089				79.45		
	33	564-7490	OTHER SMALL TOOLS & EQUIPMENT				79.45	WIRE STRIP/CUTTER/VOL TEST KIT		
I C121902		HEAT SHRINK GUN FOR WIRES	AP	1/13/2023	R	12/05/2022		79.99	79.99CR	
		G/L ACCOUNT		CK: 077089				79.99		
	01	533-7490	OTHER SMALL TOOLS & EQUIPMENT				79.99	HEAT SHRINK GUN FOR WIRES		
I C121982		CONNECTOR/FIREMAN NOZZLE	AP	1/13/2023	R	12/08/2022		24.96	24.96CR	
		G/L ACCOUNT		CK: 077089				24.96		
	01	542-6590	OTHER BUILDING & GROUND MAINT				24.96	CONNECTOR/FIREMAN NOZZLE		
I C122409		MANUAL TORCH KIT/SCRAPER	AP	1/13/2023	R	12/20/2022		28.77	28.77CR	
		G/L ACCOUNT		CK: 077089				28.77		
	33	561-7740	PUMP STATION MAINTENANCE				28.77	MANUAL TORCH KIT/SCRAPER		
I C122430		THREADLOCKER/ SOCKET	AP	1/13/2023	R	12/20/2022		26.97	26.97CR	
		G/L ACCOUNT		CK: 077089				26.97		
	33	561-7490	OTHER SMALL TOOLS & EQUIPMENT				26.97	THREADLOCKER/ SOCKET		

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I D218577		PAINT	AP	1/13/2023	R	9/06/2022		22.47	22.47CR	
		G/L ACCOUNT		CK: 077089				22.47		
	01 533-7690	OTHER OPERATIONAL SUPPLIES					22.47	PAINT		
I D220011		TOOL BOX/PADLOCK/CABLES	AP	1/13/2023	R	9/29/2022		113.52	113.52CR	
		G/L ACCOUNT		CK: 077089				113.52		
	31 501-7490	OTHER SMALL TOOLS & EQUIPMENT					113.52	TOOL BOX/PADLOCK/CABLES		
I D221233		STL CHANNEL/MARKER/LOCK	AP	1/13/2023	R	10/19/2022		110.55	110.55CR	
		G/L ACCOUNT		CK: 077089				110.55		
	31 501-7690	OTHER OPERATIONAL SUPPLIES					110.55	STL CHANNEL/MARKER/LOCK		
I D221316		CHAIN/PICK UP TOOL/HOOK	AP	1/13/2023	R	10/20/2022		121.90	121.90CR	
		G/L ACCOUNT		CK: 077089				121.90		
	31 501-7490	OTHER SMALL TOOLS & EQUIPMENT					121.90	CHAIN/PICK UP TOOL/HOOK		
I D221343		FLEXIBLE TUBING	AP	1/13/2023	R	10/21/2022		12.48	12.48CR	
		G/L ACCOUNT		CK: 077089				12.48		
	01 533-7690	OTHER OPERATIONAL SUPPLIES					12.48	FLEXIBLE TUBING		
I D221590		CABLE TIE	AP	1/13/2023	R	10/25/2022		3.29	3.29CR	
		G/L ACCOUNT		CK: 077089				3.29		
	33 564-7690	OTHER OPERATIONAL SUPPLIES					3.29	CABLE TIE		
I D222123		BULBS/ELECBALLAST	AP	1/13/2023	R	11/02/2022		46.97	46.97CR	
		G/L ACCOUNT		CK: 077089				46.97		
	31 501-7180	OTHER BUILDING SUPPLIES					46.97	BULBS/ELECBALLAST		
I D223296		TOILET REPAIRS	AP	1/13/2023	R	11/21/2022		8.99	8.99CR	
		G/L ACCOUNT		CK: 077089				8.99		
	37 501-6590	OTHER BUILDING & GROUND MAINT					8.99	TOILET REPAIRS		
I D223393		POWER CORD	AP	1/13/2023	R	11/22/2022		21.98	21.98CR	
		G/L ACCOUNT		CK: 077089				21.98		
	33 564-7690	OTHER OPERATIONAL SUPPLIES					21.98	POWER CORD		
I D223770		FAUCET	AP	1/13/2023	R	11/29/2022		54.99	54.99CR	
		G/L ACCOUNT		CK: 077089				54.99		
	01 548-7160	BUILDING SYSTEM REPAIR PARTS					54.99	FAUCET		
I D224166		BLUE/BULB	AP	1/13/2023	R	12/06/2022		36.77	36.77CR	
		G/L ACCOUNT		CK: 077089				36.77		
	01 548-7160	BUILDING SYSTEM REPAIR PARTS					36.77	BLUE/BULB		
I D224253		FLEX CONDUIT/CLAMP	AP	1/13/2023	R	12/07/2022		26.29	26.29CR	
		G/L ACCOUNT		CK: 077089				26.29		
	01 533-6710	VEHICLE MAINTENANCE					26.29	FLEX CONDUIT/CLAMP		

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I D224809		ICECONNECTOR	AP	1/13/2023	R	12/16/2022		51.97	51.97CR	
		G/L ACCOUNT		CK: 077089				51.97		
	01 526-6590	OTHER BUILDING & GROUND MAINT					51.97	ICECONNECTOR		
I D225112		POLE SCRAPER/BIT SET/RATCHE	AP	1/13/2023	R	12/21/2022		167.96	167.96CR	
		G/L ACCOUNT		CK: 077089				167.96		
	33 562-7490	OTHER SMALL TOOLS & EQUIPMENT					167.96	POLE SCRAPER/BIT SET/RATCHET		
I D225653		BALL VALVE/BARB INSERT	AP	1/13/2023	R	12/30/2022		20.57	20.57CR	
		G/L ACCOUNT		CK: 077089				20.57		
	01 526-6590	OTHER BUILDING & GROUND MAINT					20.57	BALL VALVE/BARB INSERT		
I D225664		BALL VALVE/BATTERY	AP	1/13/2023	R	12/30/2022		30.38	30.38CR	
		G/L ACCOUNT		CK: 077089				30.38		
	01 526-6590	OTHER BUILDING & GROUND MAINT					30.38	BALL VALVE/BATTERY		
I D225691		BARB INSERT/CLAMP	AP	1/13/2023	R	12/30/2022		12.45	12.45CR	
		G/L ACCOUNT		CK: 077089				12.45		
	01 526-6590	OTHER BUILDING & GROUND MAINT					12.45	BARB INSERT/CLAMP		
		REG. CHECK					1	1,488.35	1,488.35CR	0.00
								1,488.35	0.00	

01-036009 TRUCK CENTER COMPANIES										
I XA103102744:01		UNIT 502 PARTS	AP	1/13/2023	R	12/20/2022		67.57	67.57CR	
		G/L ACCOUNT		CK: 077095				67.57		
	01 533-6710	VEHICLE MAINTENANCE					67.57	UNIT 502 PARTS		
		REG. CHECK					1	67.57	67.57CR	0.00
								67.57	0.00	

01-036262 KANSAS OFFICE OF THE STATE										
I 483903		BOILER HOUSE	AP	1/13/2023	R	12/30/2022		130.00	130.00CR	
		G/L ACCOUNT		CK: 077096				130.00		
	01 548-6493	BOILER/CENTRAL AIR					130.00	BOILER HOUSE		
		REG. CHECK					1	130.00	130.00CR	0.00
								130.00	0.00	

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-036460 MCHUGH VIDEO PRODUCTIONS									
I 1358		VIDEO PRODUCTIONS	AP	1/13/2023	R	12/31/2022	1,600.00	1,600.00CR	
		G/L ACCOUNT		CK: 077097			1,600.00		
	01 509-6490	OTHER PROFESSIONAL SERVICES				1,600.00	VIDEO PRODUCTIONS		
				REG. CHECK		1	1,600.00	1,600.00CR	0.00
							1,600.00	0.00	

01-036608 ONE STOP PACK N SHIP									
I 58497		POSTAGE	AP	1/13/2023	R	12/05/2022	11.77	11.77CR	
		G/L ACCOUNT		CK: 077098			11.77		
	33 561-6010	POSTAGE				11.77	POSTAGE		
I 58514		POSTAGE	AP	1/13/2023	R	12/06/2022	11.97	11.97CR	
		G/L ACCOUNT		CK: 077098			11.97		
	33 561-6010	POSTAGE				11.97	POSTAGE		
I 58520		POSTAGE	AP	1/13/2023	R	12/06/2022	11.73	11.73CR	
		G/L ACCOUNT		CK: 077098			11.73		
	33 561-6010	POSTAGE				11.73	POSTAGE		
I 58622		POSTAGE	AP	1/13/2023	R	12/13/2022	11.74	11.74CR	
		G/L ACCOUNT		CK: 077098			11.74		
	33 561-6010	POSTAGE				11.74	POSTAGE		
I 59804		POSTAGE	AP	1/13/2023	R	12/30/2022	14.79	14.79CR	
		G/L ACCOUNT		CK: 077098			14.79		
	01 526-7690	OTHER OPERATIONAL SUPPLIES				14.79	POSTAGE		
I 59833		POSTAGE	AP	1/13/2023	R	1/03/2023	12.54	12.54CR	
		G/L ACCOUNT		CK: 077098			12.54		
	33 561-6010	POSTAGE				12.54	POSTAGE		
				REG. CHECK		1	74.54	74.54CR	0.00
							74.54	0.00	

01-036644 SECURITY BENEFIT									
I ASBS102060		ANNUAL SERVICE FEE 2023	AP	1/13/2023	R	1/03/2023	1,815.00	1,815.00CR	
		G/L ACCOUNT		CK: 077099			1,815.00		
	01 509-5710	OTHER EMPLOYEE BENEFITS				375.00	ANNUAL SERVICE FEE		
	01 509-5710	OTHER EMPLOYEE BENEFITS				1,440.00	PATRICIPANTS ADMIN FEE		
				REG. CHECK		1	1,815.00	1,815.00CR	0.00
							1,815.00	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-036748 RLI SURETY										
I	01062023	KELLY PASSAUER BOND	AP	1/13/2023	R	12/28/2022		250.00	250.00CR	
		G/L ACCOUNT		CK: 077100				250.00		
	01	509-6220	SURETY & FIDELITY BONDS				250.00	KELLY PASSAUER BOND		
			REG. CHECK			1		250.00	250.00CR	0.00
								250.00	0.00	

01-036761 ALLSTATE BENEFITS										
I	M 0129495357	ALLSTATE BENEFITS	AP	1/13/2023	R	12/23/2022		36.44	36.44CR	
		G/L ACCOUNT		CK: 077101				36.44		
	01	2586	SECURITY BENEFIT				18.22	ALLSTATE BENEFITS		
	53	2586	SECURITY BENEFIT				18.22	ALLSTATE BENEFITS		
			REG. CHECK			1		36.44	36.44CR	0.00
								36.44	0.00	

01-036926 AT&T LONG DISTANCE										
I	861850574 DEC 22	AT&T LONG DISTANCE	AP	1/13/2023	R	12/31/2022		402.06	402.06CR	
		G/L ACCOUNT		CK: 077102				402.06		
	01	509-6030	TELEPHONE				402.06	AT&T LONG DISTANCE		
			REG. CHECK			1		402.06	402.06CR	0.00
								402.06	0.00	

01-037045 JM NATURAL HOOF & HORSE										
I	140187	DONKEY HOOF TRIMS	AP	1/13/2023	R	11/26/2022		70.00	70.00CR	
		G/L ACCOUNT		CK: 077103				70.00		
	01	542-6490	OTHER PROFESSIONAL SERVICES				70.00	DONKEY HOOF TRIMS		
			REG. CHECK			1		70.00	70.00CR	0.00
								70.00	0.00	

01-037126 AUTOZONE, INC										
I	1605190011	DEICER	AP	1/13/2023	R	12/22/2022		39.48	39.48CR	
		G/L ACCOUNT		CK: 077104				39.48		
	01	521-6710	VEHICLE MAINTENANCE				39.48	DEICER		
			REG. CHECK			1		39.48	39.48CR	0.00
								39.48	0.00	

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-037405 THRYV									
I	610055551699	SE KANSAS AREA XB	AP	1/13/2023	R	12/04/2022	15.21	15.21CR	
		G/L ACCOUNT		CK: 077105			15.21		
	31	501-7050		BOOKS & FILMS			15.21	SE KANSAS AREA XB	
				REG. CHECK		1	15.21	15.21CR	0.00
							15.21	0.00	

01-037432 RIGGS RECREATION EQUIPMENT,									
I	6193B	FOUNTAIN PARTS	AP	1/13/2023	R	8/04/2022	85.00	85.00CR	
		G/L ACCOUNT		CK: 077106			85.00		
	01	541-6590		OTHER BUILDING & GROUND MAINT			85.00	FOUNTAIN PARTS	
				REG. CHECK		1	85.00	85.00CR	0.00
							85.00	0.00	

01-037601 BUTLER & ASSOCIATES, P.A.									
I	01102023	FILE# 451558	AP	1/13/2023	R	1/10/2023	400.05	400.05CR	
		G/L ACCOUNT		CK: 077107			400.05		
	01	426-4480		CHARGE OFFS & RECOVERIES			400.05	FILE# 451558	
				REG. CHECK		1	400.05	400.05CR	0.00
							400.05	0.00	

01-037603 KANSAS SALT, LLC									
I	74154	ROCK SALT	AP	1/13/2023	R	12/30/2022	4,506.70	4,506.70CR	
		G/L ACCOUNT		CK: 077108			4,506.70		
	01	533-7520		SAND CHAT & GRAVEL			4,506.70	ROCK SALT	
				REG. CHECK		1	4,506.70	4,506.70CR	0.00
							4,506.70	0.00	

01-037684 LAWSON PRODUCTS, INC.									
I	9310157284	HYDRAULIC FITTINGS/CONNECTO	AP	1/13/2023	R	12/02/2022	78.91	78.91CR	
		G/L ACCOUNT		CK: 077109			78.91		
	01	533-7690		OTHER OPERATIONAL SUPPLIES			78.91	HYDRAULIC FITTINGS/CONNECTORS	
				REG. CHECK		1	78.91	78.91CR	0.00
							78.91	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-037757 MARK KOEHN										
I 157		612 EAST EDISON	AP	1/13/2023	H	1/09/2023		2,620.00	2,620.00CR	
		G/L ACCOUNT		CK: 077062				2,620.00		
	25	501-8696	SEWER COST	SHARE GRANT			2,620.00	612 EAST EDISON		
				HAND CHECKS			1	2,620.00	2,620.00CR	0.00
								2,620.00	0.00	

01-037758 JACO FARMS										
I 12/27/2022		STRAW BALES	AP	1/13/2023	R	12/27/2022		250.00	250.00CR	
		G/L ACCOUNT		CK: 077110				250.00		
	01	542-7600	ANIMAL FEED				250.00	STRAW BALES		
				REG. CHECK			1	250.00	250.00CR	0.00
								250.00	0.00	

01-1 Misc. Vendor										
I PKRE: HAYES		SHERYL HAYES:	AP	1/13/2023	R	12/21/2022		75.00	75.00CR	
SHERYL HAYES		G/L ACCOUNT		CK: 077111				75.00		
	01	441-4620	PARK BUILDING RENTAL				75.00	SHERYL HAYES:		
				REG. CHECK			1	75.00	75.00CR	0.00
								75.00	0.00	

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===== R E P O R T T O T A L S =====

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	19,602.84CR
08	E-911 - NEW	361.00CR
14	CITY PROJECTS	190.00CR
25	CITY GRANT PROGRAMS	2,620.00CR
31	AIRPORT	1,393.49CR
33	WATER/SEWER	3,208.13CR
37	SANITATION	8.99CR
40	SPECIAL PARK	450.82CR
49	MCKINLEY - OPERATING	835.39CR
53	HOUSING/PENN TERRACE	3,683.88CR
54	HOUSING/CHENEY	487.68CR
55	HOUSING/EARL ST	239.09CR
56	HOUSING/CEDAR POINT	627.98CR
57	HOUSING/S 8TH ST	116.61CR
64	IHA WAREHOUSE	69.91CR
** TOTALS **		33,895.81CR

----- TYPE OF CHECK TOTALS -----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS	1	2,620.00	2,620.00CR	0.00
		2,620.00	0.00	
DRAFTS		0.00	0.00	0.00
		0.00	0.00	
REG-CHECKS	41	31,275.81	31,275.81CR	0.00
		31,275.81	0.00	
EFT		0.00	0.00	0.00
		0.00	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS	42	33,895.81	33,895.81CR	0.00
		33,895.81	0.00	

ERRORS:

0

WARNINGS:

0

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-002510 ASHCRAFT TIRE COMPANY INC									
I 39012		MEDIC 3	AP	1/13/2023	E	1/27/2023	23.18	23.18CR	
		G/L ACCOUNT		CK: 002760			23.18		
	01 526-6710	VEHICLE MAINTENANCE				23.18	MEDIC 3		
I 39013		UNIT 503 FLAT	AP	1/13/2023	E	1/29/2023	64.38	64.38CR	
		G/L ACCOUNT		CK: 002760			64.38		
	01 533-7220	TIRES				64.38	UNIT 503 FLAT		
I 39072		MEDIC 3	AP	1/13/2023	E	1/27/2023	23.18	23.18CR	
		G/L ACCOUNT		CK: 002760			23.18		
	01 526-6710	VEHICLE MAINTENANCE				23.18	MEDIC 3		
I 39117		TIRES	AP	1/13/2023	E	1/04/2023	2,583.22	2,583.22CR	
		G/L ACCOUNT		CK: 002760			2,583.22		
	37 501-7220	TIRES				2,583.22	TIRES		
I 39457		UNIT 512 TIRE REPLACEMENT	AP	1/13/2023	E	2/05/2023	1,434.06	1,434.06CR	
		G/L ACCOUNT		CK: 002760			1,434.06		
	01 533-7220	TIRES				1,434.06	UNIT 512 TIRE REPLACEMENT		
I 39475		UNIT 507 TIRE REPLACEMENT	AP	1/13/2023	E	2/08/2023	137.95	137.95CR	
		G/L ACCOUNT		CK: 002760			137.95		
	01 533-7220	TIRES				137.95	UNIT 507 TIRE REPLACEMENT		
			EFT			1	4,265.97	4,265.97CR	0.00
							4,265.97	0.00	

01-003050 BARCO MUNICIPAL PRODUCTS,									
I IN-245210		SCHOOL SIGNS	AP	1/13/2023	E	1/01/2023	1,864.71	1,864.71CR	
		G/L ACCOUNT		CK: 002761			1,864.71		
	01 533-7930	SIGNS				1,864.71	SCHOOL SIGNS		
			EFT			1	1,864.71	1,864.71CR	0.00
							1,864.71	0.00	

01-009330 GRAINGER									
I 9527347844		CONCRETE SAW WATER TANK REP	AP	1/13/2023	E	12/29/2022	161.14	161.14CR	
		G/L ACCOUNT		CK: 002762			161.14		
	01 533-7310	EQUIPMENT PARTS				161.14	CONCRETE SAW WATER TANK REPLAC		
I 9542516746		CONCRETE SAW BLADE	AP	1/13/2023	E	1/12/2023	233.88	233.88CR	
		G/L ACCOUNT		CK: 002762			233.88		
	01 533-7310	EQUIPMENT PARTS				233.88	CONCRETE SAW BLADE		

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VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 9545191059		UNIT 521 POWER INVERTER	AP	1/13/2023	E	1/13/2023	575.12	575.12CR	
		G/L ACCOUNT		CK: 002762			575.12		
	01 533-7310	EQUIPMENT PARTS				575.12	UNIT 521 POWER INVERTER		
I 9545345895		GENERATOR OIL & AIR FILTER	AP	1/13/2023	E	1/13/2023	46.58	46.58CR	
		G/L ACCOUNT		CK: 002762			46.58		
	01 533-7310	EQUIPMENT PARTS				46.58	GENERATOR OIL & AIR FILTER		
			EFT			1	1,016.72	1,016.72CR	0.00
							1,016.72	0.00	

01-010440 HUGO'S INDUSTRIAL SUPPLY									
C 9477CM		TRASH BAGS RETURNED	AP	1/13/2023	E	12/14/2022	56.23CR	56.23	
		G/L ACCOUNT		CK: 002763			56.23CR		
	01 547-7100	CLEANING SUPPLIES				56.23CR	TRASH BAGS RETURNED		
I 286230.1		HUGO'S INDUSTRIAL SUPPLY	AP	1/13/2023	E	10/02/2022	181.74	181.74CR	
		G/L ACCOUNT		CK: 002763			181.74		
	31 501-7100	CLEANING SUPPLIES				181.74	HUGO'S INDUSTRIAL SUPPLY		
I 287061		TRASH BAGS	AP	1/13/2023	E	10/16/2022	78.60	78.60CR	
		G/L ACCOUNT		CK: 002763			78.60		
	33 562-6510	OTHER BUILDING & GROUND MAINT				78.60	TRASH BAGS		
I 288042		BAGS/BANDS	AP	1/13/2023	E	11/05/2022	792.41	792.41CR	
		G/L ACCOUNT		CK: 002763			792.41		
	37 501-6590	OTHER BUILDING & GROUND MAINT				792.41	BAGS/BANDS		
I 288042.1		BATHROOM CLEANER	AP	1/13/2023	E	11/16/2022	240.40	240.40CR	
		G/L ACCOUNT		CK: 002763			240.40		
	33 562-6510	OTHER BUILDING & GROUND MAINT				240.40	BATHROOM CLEANER		
I 288043		FLOOR CLEANER	AP	1/13/2023	E	11/05/2022	85.76	85.76CR	
		G/L ACCOUNT		CK: 002763			85.76		
	33 562-6510	OTHER BUILDING & GROUND MAINT				85.76	FLOOR CLEANER		
I 290764		12V BATTERY	AP	1/13/2023	E	1/08/2023	537.36	537.36CR	
		G/L ACCOUNT		CK: 002763			537.36		
	01 547-7690	OTHER OPERATIONAL SUPPLIES				537.36	12V BATTERY		
I 290914		INK	AP	1/13/2023	E	12/31/2022	777.18	777.18CR	
		G/L ACCOUNT		CK: 002763			777.18		
	01 509-7090	MISC OFFICE SUPPLIES				777.18	INK		
I 290966		CALENDAR	AP	1/13/2023	E	1/01/2023	30.54	30.54CR	
		G/L ACCOUNT		CK: 002763			30.54		
	01 511-7090	MISC OFFICE SUPPLIES				30.54	CALENDAR		

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I 291100		TRASH BAGS	AP	1/13/2023	E	1/05/2023	221.50	221.50CR	
		G/L ACCOUNT		CK: 002763			221.50		
	01 548-7100	CLEANING SUPPLIES				221.50	TRASH BAGS		
I 291326		FOAM HINGED LID CONTAINERS	AP	1/13/2023	E	1/07/2023	64.09	64.09CR	
		G/L ACCOUNT		CK: 002763			64.09		
	01 547-7100	CLEANING SUPPLIES				64.09	FOAM HINGED LID CONTAINERS		
I 291359		EMPLOYEE CHRISTMAS PARTY	AP	1/13/2023	E	1/08/2023	351.76	351.76CR	
		G/L ACCOUNT		CK: 002763			351.76		
	01 509-5710	OTHER EMPLOYEE BENEFITS				351.76	EMPLOYEE CHRISTMAS PARTY		
I 291430		NOTE PADS/CALANDAR	AP	1/13/2023	E	1/12/2023	94.53	94.53CR	
		G/L ACCOUNT		CK: 002763			94.53		
	01 521-7690	OTHER OPERATIONAL SUPPLIES				85.90	NOTE PADS/CALANDAR		
	33 563-7090	MISC OFFICE SUPPLIES				8.63	NOTE PADS/CALANDAR		
I 291539		MONTHLY PLANNER/CALANDAR	AP	1/13/2023	E	1/13/2023	22.17	22.17CR	
		G/L ACCOUNT		CK: 002763			22.17		
	01 511-7090	MISC OFFICE SUPPLIES				22.17	MONTHLY PLANNER/CALANDAR		
I 291539.1		MONTHLY PLANNER	AP	1/13/2023	E	1/14/2023	14.33	14.33CR	
		G/L ACCOUNT		CK: 002763			14.33		
	01 511-7090	MISC OFFICE SUPPLIES				14.33	MONTHLY PLANNER		
I 291550		TRASH BAGS	AP	1/13/2023	E	1/13/2023	74.96	74.96CR	
		G/L ACCOUNT		CK: 002763			74.96		
	01 547-7100	CLEANING SUPPLIES				74.96	TRASH BAGS		
I 291797		INK	AP	1/13/2023	E	1/18/2023	502.28	502.28CR	
		G/L ACCOUNT		CK: 002763			502.28		
	01 548-7180	OTHER BUILDING SUPPLIES				502.28	INK		
I 291913		ICE MELT	AP	1/13/2023	E	1/19/2023	941.78	941.78CR	
		G/L ACCOUNT		CK: 002763			941.78		
	01 548-6590	OTHER BUILDING & GROUND MAINT				941.78	ICE MELT		
I 292249		CLEANING SUPPLIES	AP	1/13/2023	E	1/28/2023	411.10	411.10CR	
		G/L ACCOUNT		CK: 002763			411.10		
	01 548-7100	CLEANING SUPPLIES				411.10	CLEANING SUPPLIES		
			EFT			1	5,366.26	5,366.26CR	0.00
							5,366.26	0.00	

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01-011200 INDEPENDENCE DAILY									
I 77558		CS#2023/VAR/01 LEGAL NOTICE AP		1/13/2023	E	1/08/2023	31.60	31.60CR	
		G/L ACCOUNT		CK: 002764			31.60		
	01 509-6930	LEGAL PUBLICATION				31.60	CS#2023/VAR/01 LEGAL NOTICE		
I 77559		CS#2023/DUP/01 LEGAL NOTICE AP		1/13/2023	E	1/08/2023	31.60	31.60CR	
		G/L ACCOUNT		CK: 002764			31.60		
	01 509-6930	LEGAL PUBLICATION				31.60	CS#2023/DUP/01 LEGAL NOTICE		
I 77560		CS#2023/VAR/02 LEGAL NOTICE AP		1/13/2023	E	1/08/2023	31.60	31.60CR	
		G/L ACCOUNT		CK: 002764			31.60		
	01 509-6930	LEGAL PUBLICATION				31.60	CS#2023/VAR/02 LEGAL NOTICE		
I 77561		EARTHCARE LEGAL NOTICE AP		1/13/2023	E	1/12/2023	31.60	31.60CR	
		G/L ACCOUNT		CK: 002764			31.60		
	01 509-6930	LEGAL PUBLICATION				31.60	EARTHCARE LEGAL NOTICE		
I 77563		CDBG DOWNTOWN LEGAL NOTICE AP		1/13/2023	E	1/14/2023	28.44	28.44CR	
		G/L ACCOUNT		CK: 002764			28.44		
	01 509-6930	LEGAL PUBLICATION				28.44	CDBG DOWNTOWN LEGAL NOTICE		
I 77564		CDBG CORRECTION LEGAL NOTIC AP		1/13/2023	E	1/15/2023	28.44	28.44CR	
		G/L ACCOUNT		CK: 002764			28.44		
	01 509-6930	LEGAL PUBLICATION				28.44	CDBG CORRECTION LEGAL NOTICE		
I 77567		RES 2022-067 LEGAL NOTICE AP		1/13/2023	E	1/20/2023	101.12	101.12CR	
		G/L ACCOUNT		CK: 002764			101.12		
	01 509-6930	LEGAL PUBLICATION				101.12	RES 2022-067 LEGAL NOTICE		
I 77625		RES 2022-068 LEGAL NOTICE AP		1/13/2023	E	1/27/2023	75.84	75.84CR	
		G/L ACCOUNT		CK: 002764			75.84		
	01 509-6930	LEGAL PUBLICATION				75.84	RES 2022-068 LEGAL NOTICE		
I 77626		RES 2022-069 LEGAL NOTICE AP		1/13/2023	E	1/27/2023	75.84	75.84CR	
		G/L ACCOUNT		CK: 002764			75.84		
	01 509-6930	LEGAL PUBLICATION				75.84	RES 2022-069 LEGAL NOTICE		
I 77744		3/4 EMT/FIRE CLASS DISPLAY AP		1/13/2023	E	1/30/2023	102.75	102.75CR	
		G/L ACCOUNT		CK: 002764			102.75		
	01 526-6490	OTHER PROFESSIONAL SERVICES				102.75	3/4 EMT/FIRE CLASS DISPLAY		
EFT							1	538.83	538.83CR
								538.83	0.00

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01-019370 AIRGAS USA LLC.									
I 9133260922		OXYGEN	AP	1/13/2023	E	1/20/2023	237.71	237.71CR	
		G/L ACCOUNT		CK: 002765			237.71		
	01 526-7610	MEDICAL SUPPLIES				237.71	OXYGEN		
			EFT			1	237.71	237.71CR	0.00
							237.71	0.00	

01-021040 R.E. PEDROTTI CO., INC.									
I 13893		WTP HIGH SERVICE PUMPS	AP	1/13/2023	E	2/03/2023	1,140.60	1,140.60CR	
		G/L ACCOUNT		CK: 002766			1,140.60		
	33 561-6490	OTHER PROFESSIONAL SERVICES				1,140.60	WTP HIGH SERVICE PUMPS		
			EFT			1	1,140.60	1,140.60CR	0.00
							1,140.60	0.00	

01-021300 RESOURCE RECOVERY DIV 4392									
I 4392-000008395		LANDFILL	AP	1/13/2023	E	1/30/2023	8,827.77	8,827.77CR	
		G/L ACCOUNT		CK: 002767			8,827.77		
	37 501-6810	COUNTY LANDFILL				8,827.77	LANDFILL		
			EFT			1	8,827.77	8,827.77CR	0.00
							8,827.77	0.00	

01-024137 THE CAR SHOP, INC.									
I 12019		UNIT 406	AP	1/13/2023	E	2/03/2023	599.06	599.06CR	
		G/L ACCOUNT		CK: 002768			599.06		
	33 562-6710	VEHICLE MAINTENANCE				599.06	UNIT 406		
			EFT			1	599.06	599.06CR	0.00
							599.06	0.00	

01-024300 THOMPSON BROTHERS SUPPLIE									
I RN22120094		CYLINDER	AP	1/13/2023	E	1/30/2023	7.50	7.50CR	
		G/L ACCOUNT		CK: 002769			7.50		
	01 533-6960	EQUIPMENT RENTAL				7.50	CYLINDER		
			EFT			1	7.50	7.50CR	0.00
							7.50	0.00	

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01-024530 TRI-STATE ELECTRIC SUPPLY									
I	1122-1006135	ELECTRICAL PARTS	AP	1/13/2023	E	1/07/2023	113.10	113.10CR	
		G/L ACCOUNT		CK: 002770			113.10		
	01 548-7140	ELECTRICAL SYSTEM PARTS				113.10	TRI-STATE ELECTRIC SUPPLY		
			EFT			1	113.10	113.10CR	0.00
							113.10	0.00	

01-025004 USA BLUEBOOK									
I	218033	WIPES	AP	1/13/2023	E	1/28/2023	290.57	290.57CR	
		G/L ACCOUNT		CK: 002771			290.57		
	33 561-7630	CHEMICALS				290.57	WIPES		
			EFT			1	290.57	290.57CR	0.00
							290.57	0.00	

01-026097 VOLZ WELDING AND MACHINE									
I	13936	UNIT 510 BUCKET REPAIR	AP	1/13/2023	E	1/12/2023	889.47	889.47CR	
		G/L ACCOUNT		CK: 002772			889.47		
	01 533-6720	OTHER EQUIPMENT MAINTENANCE				889.47	UNIT 510 BUCKET REPAIR		
I	13942	STORM DRAIN LIDS	AP	1/13/2023	E	1/20/2023	2,785.64	2,785.64CR	
		G/L ACCOUNT		CK: 002772			2,785.64		
	01 533-7820	STORM SEWER REPAIRS				2,785.64	STORM DRAIN LIDS		
			EFT			1	3,675.11	3,675.11CR	0.00
							3,675.11	0.00	

01-029045 ZOLL MEDICAL CORPORATION									
I	90070980	PREVENTIVE MAINTENANCE	AP	1/13/2023	E	2/02/2023	1,680.00	1,680.00CR	
		G/L ACCOUNT		CK: 002773			1,680.00		
	01 526-6720	OTHER EQUIPMENT MAINTENANCE				1,680.00	PREVENTIVE MAINTENANCE		
			EFT			1	1,680.00	1,680.00CR	0.00
							1,680.00	0.00	

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01-029048 FIVE STAR MECHANICAL, INC.									
I 21726		REPLACE POWER SUPPLY BOARD	AP	1/13/2023	E	12/20/2022	4,247.87	4,247.87CR	
		G/L ACCOUNT		CK: 002774			4,247.87		
	01 548-6493	BOILER/CENTRAL AIR				4,247.87	REPLACE POWER SUPPLY BOARD		
			EFT			1	4,247.87	4,247.87CR	0.00
							4,247.87	0.00	

01-032041 KANSAS DEPARTMENT OF HEALTH									
I 59963		WATER TESTING	AP	1/13/2023	E	12/30/2022	1,196.00	1,196.00CR	
		G/L ACCOUNT		CK: 002775			1,196.00		
	33 561-6490	OTHER PROFESSIONAL SERVICES				1,196.00	WATER TESTING		
I S-VE23-0047		INDEPENDENCE SPORTS COMPLEX	AP	1/13/2023	E	12/02/2022	60.00	60.00CR	
		G/L ACCOUNT		CK: 002775			60.00		
	14 501-8691	CENTRAL PARK SPORTS COMPLEX				60.00	INDEPENDENCE SPORTS COMPLEX		
			EFT			1	1,256.00	1,256.00CR	0.00
							1,256.00	0.00	

01-032474 KANSAS ONE-CALL SYSTEM, INC									
I 2120310		LOCATES FOR DECEMBER	AP	1/13/2023	E	12/30/2022	99.60	99.60CR	
		G/L ACCOUNT		CK: 002776			99.60		
	33 562-7750	MAINS & OTHER LINES				99.60	LOCATES FOR DECEMBER		
			EFT			1	99.60	99.60CR	0.00
							99.60	0.00	

01-032556 MIDWEST MINERALS, LLC									
I 626506		CHIPS FOR CHAT MIX	AP	1/13/2023	E	12/27/2022	1,188.13	1,188.13CR	
		G/L ACCOUNT		CK: 002777			1,188.13		
	01 533-7520	SAND CHAT & GRAVEL				1,188.13	CHIPS FOR CHAT MIX		
I 626507		CHIPS FOR CHAT MIX	AP	1/13/2023	E	12/27/2022	266.29	266.29CR	
		G/L ACCOUNT		CK: 002777			266.29		
	01 533-7520	SAND CHAT & GRAVEL				266.29	CHIPS FOR CHAT MIX		
			EFT			1	1,454.42	1,454.42CR	0.00
							1,454.42	0.00	

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01-032696 UNITED RENTALS, INC.									
I 192877402-024		PUMP RENTAL	AP	1/13/2023	E	12/14/2022	4,408.42	4,408.42CR	
		G/L ACCOUNT		CK: 002778			4,408.42		
	33 565-7740	PUMP STATION EQUIPMENT				4,408.42	PUMP RENTAL		
			EFT			1	4,408.42	4,408.42CR	0.00
							4,408.42	0.00	

01-032859 PACE ANALYTICAL SERVICES,									
I 2260167058		ANALYTICAL SERVICES,	AP	1/13/2023	E	9/20/2022	869.89	869.89CR	
		G/L ACCOUNT		CK: 002779			869.89		
	33 564-6490	OTHER PROFESSIONAL SERVICES				869.89	ANALYTICAL SERVICES,		
			EFT			1	869.89	869.89CR	0.00
							869.89	0.00	

01-033027 CINTAS CORPORATION									
I 5138951901		SAFETY/FIRST AID CHECK	AP	1/13/2023	E	12/30/2022	166.63	166.63CR	
		G/L ACCOUNT		CK: 002780			166.63		
	37 501-6590	OTHER BUILDING & GROUND MAINT				166.63	SAFETY/FIRST AID CHECK		
I 5138951958		SAFETY/FIRST AID CHECK	AP	1/13/2023	E	12/30/2022	63.83	63.83CR	
		G/L ACCOUNT		CK: 002780			63.83		
	01 533-7690	OTHER OPERATIONAL SUPPLIES				63.83	SAFETY/FIRST AID CHECK		
I 5138951976		GLOVES	AP	1/13/2023	E	12/30/2022	65.42	65.42CR	
		G/L ACCOUNT		CK: 002780			65.42		
	33 562-7490	OTHER SMALL TOOLS & EQUIPMENT				65.42	GLOVES		
I 5138951985		SAFETY/FIRST AID CHECK	AP	1/13/2023	E	12/30/2022	405.23	405.23CR	
		G/L ACCOUNT		CK: 002780			405.23		
	33 562-7690	OTHER OPERATIONAL SUPPLIES				405.23	SAFETY/FIRST AID CHECK		
			EFT			1	701.11	701.11CR	0.00
							701.11	0.00	

01-033119 FASTENAL COMPANY									
I KINS55920		BOLTS FOR SHOP	AP	1/13/2023	E	12/14/2022	90.14	90.14CR	
		G/L ACCOUNT		CK: 002781			90.14		
	33 562-7490	OTHER SMALL TOOLS & EQUIPMENT				90.14	BOLTS FOR SHOP		

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I KSIND55919		BOLTS FOR SHOP	AP	1/13/2023	E	12/14/2022	789.34	789.34CR	
		G/L ACCOUNT		CK: 002781			789.34		
	33 562-7490	OTHER SMALL TOOLS & EQUIPMENT				789.34	BOLTS FOR SHOP		
I KSIND56080		NUTS/BOLTS FOR SHOP	AP	1/13/2023	E	12/30/2022	1,786.88	1,786.88CR	
		G/L ACCOUNT		CK: 002781			1,786.88		
	37 501-6590	OTHER BUILDING & GROUND MAINT				1,786.88	NUTS/BOLTS FOR SHOP		
I KSIND56083		NUTS/BOLTS/SCREWS	AP	1/13/2023	E	12/30/2022	126.42	126.42CR	
		G/L ACCOUNT		CK: 002781			126.42		
	33 561-6970	INTAKE MAINTENANCE				126.42	NUTS/BOLTS/SCREWS		
I KSIND56129		PAINT WAND FOR LOCATES	AP	1/13/2023	E	1/04/2023	60.00	60.00CR	
		G/L ACCOUNT		CK: 002781			60.00		
	33 562-7750	MAINS & OTHER LINES				60.00	PAINT WAND FOR LOCATES		
I KSIND56235		WASHER/BOLT FOR SCREENS	AP	1/13/2023	E	1/11/2023	33.85	33.85CR	
		G/L ACCOUNT		CK: 002781			33.85		
	33 561-6970	INTAKE MAINTENANCE				33.85	WASHER/BOLT FOR SCREENS		
		EFT				1	2,886.63	2,886.63CR	0.00
							2,886.63	0.00	

01-033568 GALAXIE BUSINESS

I 139001		CYBERSECURITY AWARENESS TRN	AP	1/13/2023	E	12/05/2022	1,312.50	1,312.50CR	
		G/L ACCOUNT		CK: 002782			1,312.50		
	01 509-6493	GALAXIE BUSINESS				1,312.50	CYBERSECURITY AWARENESS TRN		
I 139087-MONTHLY		MONTHLY ANTI VIRUS FEES	AP	1/13/2023	E	12/08/2022	4,034.40	4,034.40CR	
		G/L ACCOUNT		CK: 002782			4,034.40		
	01 521-6490	OTHER PROFESSIONAL SERVICES				59.40	ANTI-VIRUS BUSN EDITION PD		
	01 526-6490	OTHER PROFESSIONAL SERVICES				158.40	ANTI-VIRUS BUSN EDITION FD		
	01 521-6490	OTHER PROFESSIONAL SERVICES				26.40	ANTI-VIRUS BUSN EDITION PD		
	01 509-6493	GALAXIE BUSINESS				13.20	ANTI-VIRUS BUSN EDITION CITY		
	01 521-6490	OTHER PROFESSIONAL SERVICES				374.50	VEEAM CLOUDCONNECT PD SHARE		
	01 509-6493	GALAXIE BUSINESS				237.50	VEEAM CLOUDCONNECT CITY SHARE		
	01 521-6490	OTHER PROFESSIONAL SERVICES				90.00	VEEAM BACKUP/REPLICATION VMWAR		
	01 509-6493	GALAXIE BUSINESS				108.00	VEEAM BACKUP/REPLICATION VMWAR		
	01 509-6493	GALAXIE BUSINESS				362.00	SONICWALL NSA 3600 MONTHLY SUB		
	33 563-6490	OTHER PROFESSIONAL SERVICES				92.25	SONICWALL TOTAL SECURE ADVANCE		
	01 526-6490	OTHER PROFESSIONAL SERVICES				19.25	SONICWALL TOTAL SONICPOINT N2		
	53 501-6490	OTHER PROFESSIONAL SERVICES				92.25	SONICWALL TZ400W SECAAS		
	53 501-6490	OTHER PROFESSIONAL SERVICES				19.25	SONICWALL SONICPOINT N2 W/POE		
	01 547-6490	OTHER PROFESSIONAL SERVICES				19.25	SONICWALL TZ300W SECAAS		
	01 509-6493	GALAXIE BUSINESS				67.00	SONICWALL CAPTURE ADVANCED		

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	01	509-6493	GALAXIE BUSINESS			1,044.00	OFFICE 365 BUSN PREMIUM		
	01	509-6493	GALAXIE BUSINESS			379.50	OFFICE 365 EXCHANGE ONLINE		
	01	509-6493	GALAXIE BUSINESS			180.00	OFFICE 365 BUSN ESSENTIALS		
	53	501-6490	OTHER PROFESSIONAL SERVICES			18.00	OFFICE 365 BUSN PREMIUM		
	53	501-6490	OTHER PROFESSIONAL SERVICES			27.50	OFFICE 365 EXCHANGE ONLINE		
	01	509-6493	GALAXIE BUSINESS			85.25	OFFICE 365 ENCRYPTION		
	01	509-6493	GALAXIE BUSINESS			36.50	AUDIO CONFERENCING		
	01	509-6493	GALAXIE BUSINESS			160.00	AUVIK PERFORMANCE MONITORING		
	01	509-6493	GALAXIE BUSINESS			55.00	REMOTE WORKFORCE CONNECT		
	01	521-6490	OTHER PROFESSIONAL SERVICES			20.00	REMOTE WORKFORCE CONNECT		
	01	509-6493	GALAXIE BUSINESS			64.00	O365 ENTERPRISE E3		
	01	509-6493	GALAXIE BUSINESS			125.00	CONTROL ACCESS SAAS AGENT		
	01	509-6493	GALAXIE BUSINESS			50.00	CONTROL STANDARD SUPPORT		
	01	509-6493	GALAXIE BUSINESS			51.00	MICROSOFT 365 E3		
I 139087-MONTHLY 2	PD/DISPATCH MONTHLY	ANTI-VI AP	1/13/2023	E	12/08/2022	186.00	186.00CR		
	G/L ACCOUNT	CK: 002782				186.00			
	08	501-8690	PROJECT COST			23.10	ANTI-VIRUS BUSN EDITION		
	08	501-8690	PROJECT COST			4.40	ANTI-VIRUS BUSN EDITION SERVER		
	08	501-8690	PROJECT COST			63.00	VEEAM CLOUDCONNECT		
	08	501-8690	PROJECT COST			18.00	VEEAM BACKUP/REPLICATION		
	01	521-6490	OTHER PROFESSIONAL SERVICES			18.00	OFFICE 365 BUSN PREMIUM		
	01	521-6490	OTHER PROFESSIONAL SERVICES			33.00	OFFICE 365 EXCHANGE ONLINE		
	01	521-6490	OTHER PROFESSIONAL SERVICES			16.50	OFFICE 365 ENCRYPTION		
	01	521-6490	OTHER PROFESSIONAL SERVICES			10.00	REMOTE WORKFORCE CONNECT		
I 139526	LASERFICHE CLOUD	AP	1/13/2023	E	12/21/2022	3,100.00	3,100.00CR		
	G/L ACCOUNT	CK: 002782				3,100.00			
	01	509-6499	LASERFICHE			3,100.00	LASERFICHE CLOUD		
I CW-11516	ONSITE VISIT- WORKFLOW BUIL	AP	1/13/2023	E	12/05/2022	607.50	607.50CR		
	G/L ACCOUNT	CK: 002782				607.50			
	01	527-6490	OTHER PROFESSIONAL SERVICES			607.50	ONSITE VISIT- WORKFLOW BUILD		
I CW-11526	CODE ENFORCEMENT	AP	1/13/2023	E	12/21/2022	202.50	202.50CR		
	G/L ACCOUNT	CK: 002782				202.50			
	01	527-6490	OTHER PROFESSIONAL SERVICES			202.50	CODE ENFORCEMENT		
I CW-11530	ONSITE VISIT-CODE ENFORCEME	AP	1/13/2023	E	12/21/2022	247.50	247.50CR		
	G/L ACCOUNT	CK: 002782				247.50			
	01	527-6490	OTHER PROFESSIONAL SERVICES			247.50	ONSITE VISIT-CODE ENFORCEMENT		
		EFT			1	9,690.40	9,690.40CR		0.00
						9,690.40	0.00		

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01-033671 COFFEYVILLE FEED & FARM SUP										
I 853337		ANIMAL FEED	AP	1/13/2023	E	1/09/2023	3,322.00	3,322.00	CR	
		G/L ACCOUNT		CK: 002783			3,322.00			
	01 542-7600	ANIMAL FEED				3,322.00	ANIMAL FEED			
			EFT			1	3,322.00	3,322.00	CR	0.00
							3,322.00	0.00		

01-034221 CORE & MAIN										
I S071134		PARTS	AP	1/13/2023	E	12/19/2022	179.30	179.30	CR	
		G/L ACCOUNT		CK: 002784			179.30			
	33 562-7750	MAINS & OTHER LINES				179.30	PARTS			
I S131851		PARTS	AP	1/13/2023	E	12/22/2022	395.04	395.04	CR	
		G/L ACCOUNT		CK: 002784			395.04			
	33 562-7750	MAINS & OTHER LINES				395.04	PARTS			
			EFT			1	574.34	574.34	CR	0.00
							574.34	0.00		

01-034515 TIDY WHITIE'S LAUNDROMAT										
I 1686		SHOP TOWELS WASH/FOLD	AP	1/13/2023	E	11/28/2022	40.46	40.46	CR	
		G/L ACCOUNT		CK: 002785			40.46			
	01 547-7690	OTHER OPERATIONAL SUPPLIES				40.46	SHOP TOWELS WASH/FOLD			
I 1784		SHOP TOWELS WASH/FOLD	AP	1/13/2023	E	12/02/2022	15.50	15.50	CR	
		G/L ACCOUNT		CK: 002785			15.50			
	33 561-6490	OTHER PROFESSIONAL SERVICES				15.50	SHOP TOWELS WASH/FOLD			
I 1840		SHOP TOWELS WASH AND FOLD	AP	1/13/2023	E	1/10/2023	15.89	15.89	CR	
		G/L ACCOUNT		CK: 002785			15.89			
	33 561-6490	OTHER PROFESSIONAL SERVICES				15.89	SHOP TOWELS WASH AND FOLD			
			EFT			1	71.85	71.85	CR	0.00
							71.85	0.00		

01-034744 WOODS LUMBER COMPANY										
I 493527		SAND	AP	1/13/2023	E	10/07/2022	79.80	79.80	CR	
		G/L ACCOUNT		CK: 002786			79.80			
	31 501-7690	OTHER OPERATIONAL SUPPLIES				79.80	SAND			

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I 495327		LUMBER FOR BARRICADES	AP	1/13/2023	E	10/21/2022	85.06	85.06CR	
		G/L ACCOUNT		CK: 002786			85.06		
	01 533-7690	OTHER OPERATIONAL SUPPLIES				85.06	LUMBER FOR BARRICADES		
I 496465		WOOD DOWELS	AP	1/13/2023	E	11/01/2022	17.65	17.65CR	
		G/L ACCOUNT		CK: 002786			17.65		
	01 526-6590	OTHER BUILDING & GROUND MAINT				17.65	WOOD DOWELS		
I 497439		CEILING TILE	AP	1/13/2023	E	11/09/2022	47.99	47.99CR	
		G/L ACCOUNT		CK: 002786			47.99		
	31 501-7160	BUILDING SYSTEM REPAIR PARTS				47.99	CEILING TILE		
I 497502		STRAND BOARD	AP	1/13/2023	E	11/10/2022	79.50	79.50CR	
		G/L ACCOUNT		CK: 002786			79.50		
	01 526-6590	OTHER BUILDING & GROUND MAINT				79.50	STRAND BOARD		
I 497506		POST REPLACEMENT FOR VEH SH	AP	1/13/2023	E	11/10/2022	77.18	77.18CR	
		G/L ACCOUNT		CK: 002786			77.18		
	01 533-7690	OTHER OPERATIONAL SUPPLIES				77.18	POST REPLACEMENT FOR VEH SHED		
I 499165		LACQUER TINNER/LACQUER SATI	AP	1/13/2023	E	11/26/2022	61.98	61.98CR	
		G/L ACCOUNT		CK: 002786			61.98		
	01 526-6590	OTHER BUILDING & GROUND MAINT				61.98	LACQUER TINNER/LACQUER SATIN		
I 501033		CONCRETE DRILL RENTAL	AP	1/13/2023	E	12/14/2022	145.00	145.00CR	
		G/L ACCOUNT		CK: 002786			145.00		
	01 533-6960	EQUIPMENT RENTAL				145.00	CONCRETE DRILL RENTAL		
I 501082		HINGE/WOOD DOWEL	AP	1/13/2023	E	12/15/2022	35.03	35.03CR	
		G/L ACCOUNT		CK: 002786			35.03		
	01 526-6590	OTHER BUILDING & GROUND MAINT				35.03	HINGE/WOOD DOWEL		
I 501345		LIQUID NAILS/SENCO BRADS	AP	1/13/2023	E	12/17/2022	36.96	36.96CR	
		G/L ACCOUNT		CK: 002786			36.96		
	01 526-6590	OTHER BUILDING & GROUND MAINT				36.96	LIQUID NAILS/SENCO BRADS		
I 501357		STAR GOLD	AP	1/13/2023	E	12/17/2022	10.99	10.99CR	
		G/L ACCOUNT		CK: 002786			10.99		
	01 526-6590	OTHER BUILDING & GROUND MAINT				10.99	STAR GOLD		
I 501713		LACQUEAR GLOSS	AP	1/13/2023	E	12/21/2022	39.99	39.99CR	
		G/L ACCOUNT		CK: 002786			39.99		
	01 526-6590	OTHER BUILDING & GROUND MAINT				39.99	LACQUEAR GLOSS		
I 501754		CEMENT & CEDAR STROM DRAIN	AP	1/13/2023	E	12/21/2022	161.09	161.09CR	
		G/L ACCOUNT		CK: 002786			161.09		
	01 533-7840	SNOW REMOVAL				161.09	CEMENT & CEDAR STROM DRAIN LID		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 501837		4-PLY	AP	1/13/2023	E	12/22/2022	44.47	44.47CR	
		G/L ACCOUNT		CK: 002786			44.47		
	01 542-6590	OTHER BUILDING & GROUND MAINT				44.47	4-PLY		
I 502316		SELF-LEVELING SEALANT	AP	1/13/2023	E	12/29/2022	31.78	31.78CR	
		G/L ACCOUNT		CK: 002786			31.78		
	01 526-6590	OTHER BUILDING & GROUND MAINT				31.78	SELF-LEVELING SEALANT		
I 502344		HINGE	AP	1/13/2023	E	12/29/2022	21.96	21.96CR	
		G/L ACCOUNT		CK: 002786			21.96		
	01 526-6590	OTHER BUILDING & GROUND MAINT				21.96	HINGE		
I 502394		DRYWALL/DRYWALL SCREWS	AP	1/13/2023	E	12/29/2022	102.97	102.97CR	
		G/L ACCOUNT		CK: 002786			102.97		
	01 526-6590	OTHER BUILDING & GROUND MAINT				102.97	DRYWALL/DRYWALL SCREWS		
I 502440		MATE TAPE/SELF LEVELING SEA	AP	1/13/2023	E	12/30/2022	52.76	52.76CR	
		G/L ACCOUNT		CK: 002786			52.76		
	01 526-6590	OTHER BUILDING & GROUND MAINT				52.76	MATE TAPE/SELF LEVELING SEALAN		
I 502443		LIQUID NAILS	AP	1/13/2023	E	12/30/2022	18.97	18.97CR	
		G/L ACCOUNT		CK: 002786			18.97		
	01 526-6590	OTHER BUILDING & GROUND MAINT				18.97	LIQUID NAILS		
I 502487		CALBE TIE	AP	1/13/2023	E	12/30/2022	21.58	21.58CR	
		G/L ACCOUNT		CK: 002786			21.58		
	01 541-6590	OTHER BUILDING & GROUND MAINT				21.58	CALBE TIE		
			EFT			1	1,172.71	1,172.71CR	0.00
							1,172.71	0.00	

01-035070 D & F SERVICES, LLC									
I 6114		DFLOC 3080 DRUM	AP	1/13/2023	E	12/28/2022	2,850.00	2,850.00CR	
		G/L ACCOUNT		CK: 002787			2,850.00		
	33 561-7630	CHEMICALS				2,850.00	DFLOC 3080 DRUM		
I 6124		CHLORINE	AP	1/13/2023	E	12/31/2022	800.00	800.00CR	
		G/L ACCOUNT		CK: 002787			800.00		
	33 561-6960	EQUIPMENT RENTAL				800.00	CHLORINE		
			EFT			1	3,650.00	3,650.00CR	0.00
							3,650.00	0.00	

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01-035073 BLANKINSHIP ELECTRIC, LLC									
I 737		FIX LIGHTING IN DOG PEN	AP	1/13/2023	E	1/12/2023	3,910.06	3,910.06CR	
		G/L ACCOUNT		CK: 002788			3,910.06		
	01	509-6802	A.W.O.L.			3,910.06	FIX LIGHTING IN DOG PEN		
			EFT			1	3,910.06	3,910.06CR	0.00
							3,910.06	0.00	

01-035115 EXPRESS SERVICES, INC.

I 28400126-STATEMENT	EXPRESS EMPLOYMENT	AP	1/13/2023	E	12/21/2022	3,471.20	3,471.20CR		
	G/L ACCOUNT		CK: 002789			3,471.20			
	37	501-5011	EXPRESS EMPLOYMENT		1,712.70	GENERAL LABOR SANITAITON			
	33	562-5011	EXPRESS EMPLOYMENT		0.00	WATER/SEWER			
	01	545-5011	EXPRESS EMPLOYMENT		0.00	GENERAL LABOR CEMETERY			
	01	533-5011	EXPRESS EMPLOYMENT		739.60	GENERAL LABOR STREET			
	37	501-5011	EXPRESS EMPLOYMENT		1,018.90	SANITATION CDL DRIVER			
	01	533-5011	EXPRESS EMPLOYMENT		0.00	STREET DEPT CDL DRIVER			
	01	541-5011	EXPRESS EMPLOYMENT		0.00	PARK/ZOO SECRETARY			
	01	541-5011	EXPRESS EMPLOYMENT		0.00	SEASONAL PARK			
	01	533-5011	EXPRESS EMPLOYMENT		0.00	MOWING CREW-STREET DEPT			
	33	562-5011	EXPRESS EMPLOYMENT		0.00	WATER/SEWER CDL DRIVER			
I 28422642-STATEMENT	EXPRESS EMPLOYMENT	AP	1/13/2023	E	12/28/2022	4,016.86	4,016.86CR		
	G/L ACCOUNT		CK: 002789			4,016.86			
	37	501-5011	EXPRESS EMPLOYMENT		2,357.49	GENERAL LABOR SANITAITON			
	33	562-5011	EXPRESS EMPLOYMENT		0.00	WATER/SEWER			
	01	545-5011	EXPRESS EMPLOYMENT		0.00	GENERAL LABOR CEMETERY			
	01	533-5011	EXPRESS EMPLOYMENT		822.82	GENERAL LABOR STREET			
	37	501-5011	EXPRESS EMPLOYMENT		836.55	SANITATION CDL DRIVER			
	01	533-5011	EXPRESS EMPLOYMENT		0.00	STREET DEPT CDL DRIVER			
	01	541-5011	EXPRESS EMPLOYMENT		0.00	PARK/ZOO SECRETARY			
	01	541-5011	EXPRESS EMPLOYMENT		0.00	SEASONAL PARK			
	01	533-5011	EXPRESS EMPLOYMENT		0.00	MOWING CREW-STREET DEPT			
	33	562-5011	EXPRESS EMPLOYMENT		0.00	WATER/SEWER CDL DRIVER			
I 28448279-STATEMENT	EXPRESS EMPLOYMENT	AP	1/13/2023	E	1/04/2023	5,791.71	5,791.71CR		
	G/L ACCOUNT		CK: 002789			5,791.71			
	37	501-5011	EXPRESS EMPLOYMENT		3,473.96	GENERAL LABOR SANITAITON			
	33	562-5011	EXPRESS EMPLOYMENT		55.47	WATER/SEWER			
	01	545-5011	EXPRESS EMPLOYMENT		0.00	GENERAL LABOR CEMETERY			
	01	533-5011	EXPRESS EMPLOYMENT		808.95	GENERAL LABOR STREET			
	37	501-5011	EXPRESS EMPLOYMENT		1,453.33	SANITATION CDL DRIVER			
	01	533-5011	EXPRESS EMPLOYMENT		0.00	STREET DEPT CDL DRIVER			
	01	541-5011	EXPRESS EMPLOYMENT		0.00	PARK/ZOO SECRETARY			

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	01	541-5011	EXPRESS EMPLOYMENT				0.00	SEASONAL PARK	
	01	533-5011	EXPRESS EMPLOYMENT				0.00	MOWING CREW-STREET DEPT	
	33	562-5011	EXPRESS EMPLOYMENT				0.00	WATER/SEWER CDL DRIVER	
			EFT			1	13,279.77	13,279.77CR	0.00
							13,279.77	0.00	

01-035503 NATIONAL SCREENING BUREAU

I 2212139	PRE EMPLOYMENT SCREENING	AP	1/13/2023	E	12/31/2022		99.00	99.00CR	
	G/L ACCOUNT		CK: 002790				99.00		
31	501-6490	OTHER PROFESSIONAL SERVICES				49.50	BARTON		
01	526-6470	PRE-EMPLOYMENT SERVICES & TEST				49.50	CARAWAY		
		EFT			1		99.00	99.00CR	0.00
							99.00	0.00	

01-036096 DATAPROSE LLC

I DP2205724	UTILITY BILLING/POSTAGE	AP	1/13/2023	E	12/31/2022		2,369.67	2,369.67CR	
	G/L ACCOUNT		CK: 002791				2,369.67		
33	563-6490	OTHER PROFESSIONAL SERVICES				338.90	80% BILLS		
37	501-6490	OTHER PROFESSIONAL SERVICES				84.73	20% BILLS		
33	563-6010	POSTAGE				1,496.83	80% PSOTAGE		
37	501-6010	POSTAGE				374.21	20% PSOTAGE		
33	563-6490	OTHER PROFESSIONAL SERVICES				60.00	80% TECH SERVICES		
37	501-6490	OTHER PROFESSIONAL SERVICES				15.00	20% TECH SERVICES		
		EFT			1		2,369.67	2,369.67CR	0.00
							2,369.67	0.00	

01-036137 ROMANS OUTDOOR POWER

I 100-1625	LAND PRIDE CLAW	AP	1/13/2023	E	1/03/2023		4,500.00	4,500.00CR	
	G/L ACCOUNT		CK: 002792				4,500.00		
01	542-7490	OTHER SMALL TOOLS & EQUIPMENT				4,500.00	LAND PRIDE CLAW		
		EFT			1		4,500.00	4,500.00CR	0.00
							4,500.00	0.00	

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01-036233 HAWKINS INC.									
I	6376228	AQUA HAWK 347	AP	1/13/2023	E	1/10/2023	2,328.48	2,328.48CR	
		G/L ACCOUNT		CK: 002793			2,328.48		
	33	561-7630	CHEMICALS			2,328.48	AQUA HAWK 347		
			EFT			1	2,328.48	2,328.48CR	0.00
							2,328.48	0.00	

01-036611 DESIGN MECHANICAL, INC.									
I	S43371	QUARTERLY SERVOCE AGREEMENT	AP	1/13/2023	E	1/01/2023	1,311.00	1,311.00CR	
		G/L ACCOUNT		CK: 002794			1,311.00		
	01	548-6493	BOILER/CENTRAL AIR			1,311.00	QUARTERLY SERVOCE AGREEMENT		
			EFT			1	1,311.00	1,311.00CR	0.00
							1,311.00	0.00	

01-036665 JOANNE L SMITH									
I	DECEMBER 2022	PUBLIC RELATIONS	AP	1/13/2023	E	12/31/2022	1,755.10	1,755.10CR	
		G/L ACCOUNT		CK: 002795			1,755.10		
	01	509-6490	OTHER PROFESSIONAL SERVICES			1,755.10	PUBLIC RELATIONS		
			EFT			1	1,755.10	1,755.10CR	0.00
							1,755.10	0.00	

01-036783 DBT TRANSPORTATION									
I	2550421	ANNUAL SERVICES	AP	1/13/2023	E	1/01/2023	6,180.00	6,180.00CR	
		G/L ACCOUNT		CK: 002796			6,180.00		
	31	501-6493	AWOS SATELLITE DATA SERVICE			6,180.00	ANNUAL SERVICES		
			EFT			1	6,180.00	6,180.00CR	0.00
							6,180.00	0.00	

01-036790 LIFE-ASSIST, INC									
I	1278094	MEDICAL SUPPLIES	AP	1/13/2023	E	12/21/2022	143.97	143.97CR	
		G/L ACCOUNT		CK: 002797			143.97		
	01	526-7610	MEDICAL SUPPLIES			9.75	ENDOTRACHEAL TUBE		
	01	526-7610	MEDICAL SUPPLIES			9.75	ENDOTRACHEAL TUBE		
	01	526-7610	MEDICAL SUPPLIES			9.75	ENDOTRACHEAL TUBE		

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	01	526-7610	MEDICAL SUPPLIES			80.52	SANI-CLOTH WIPE		
	01	526-7610	MEDICAL SUPPLIES			9.70	SUCTION TUBING		
	01	526-7610	MEDICAL SUPPLIES			24.50	SUCTIONS HANDLE		
I 1280255		SUCTION TUBING	AP	1/13/2023	E	12/30/2022	103.50	103.50CR	
		G/L ACCOUNT		CK: 002797			103.50		
	01	526-7610	MEDICAL SUPPLIES			103.50	SUCTION TUBING		
			EFT			1	247.47	247.47CR	0.00
							247.47	0.00	
01-036828 BETTIS ASPHALT & CONSTRUCTI									
I	PAY REQUEST NO. 14	MAPLE STREET IMPROVEMENTS	AP	1/13/2023	E	12/01/2022	735,087.04	735,087.04CR	
		G/L ACCOUNT		CK: 002798			735,087.04		
	22	501-8691	KDOT STREET PROJECTS			735,087.04	MAPLE STREET IMPROVEMENTS		
			EFT			1	735,087.04	735,087.04CR	0.00
							735,087.04	0.00	
01-036912 LEXIPOL, LLC									
I	INVLEX13733	ANNUAL LE SUPPLEMENTAL MANU	AP	1/13/2023	E	12/01/2022	12,072.24	12,072.24CR	
		G/L ACCOUNT		CK: 002799			12,072.24		
	01	521-6490	OTHER PROFESSIONAL SERVICES			12,072.24	ANNUAL LE SUPPLEMENTAL MANUALS		
			EFT			1	12,072.24	12,072.24CR	0.00
							12,072.24	0.00	
01-037008 SANDRA ALSPAUGH									
I	12302022	MEAL REIMBURSEMENT	AP	1/13/2023	E	12/30/2022	6.96	6.96CR	
		G/L ACCOUNT		CK: 002800			6.96		
	01	526-6090	OTHER TRAVEL EXPENSE			6.96	MEAL REIMBURSEMENT		
			EFT			1	6.96	6.96CR	0.00
							6.96	0.00	
01-037139 FLEET FUELS, LLC									
I	82370	POLICE	AP	1/13/2023	E	12/30/2022	237.58	237.58CR	
		G/L ACCOUNT		CK: 002801			237.58		
	01	521-7200	GASOLINE			237.58	POLICE		
I	82375	SANITAITON	AP	1/13/2023	E	12/30/2022	780.10	780.10CR	
		G/L ACCOUNT		CK: 002801			780.10		
	37	501-7640	DIESEL FUEL			780.10	SANITAITON		

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I 82381		WATER DISTRIBUTION	AP	1/13/2023	E	12/30/2022	178.95	178.95CR	
		G/L ACCOUNT		CK: 002801			178.95		
	33 562-7200	GASOLINE				62.52	WATER DISTRIBUTION		
	33 562-7640	DIESEL FUEL				116.43	WATER DISTRIBUTION		
I 82383		STREET	AP	1/13/2023	E	12/30/2022	557.83	557.83CR	
		G/L ACCOUNT		CK: 002801			557.83		
	01 533-7200	GASOLINE				117.45	STREET		
	01 533-7640	DIESEL FUEL				440.38	STREET		
I 82390		PUBLIC SAFETY DIRECTOR	AP	1/13/2023	E	12/30/2022	26.34	26.34CR	
		G/L ACCOUNT		CK: 002801			26.34		
	01 526-7200	GASOLINE				26.34	PUBLIC SAFETY DIRECTOR		
I 82404		FIRE/EMS	AP	1/13/2023	E	12/30/2022	834.13	834.13CR	
		G/L ACCOUNT		CK: 002801			834.13		
	01 526-7200	GASOLINE				433.83	FIRE/EMS		
	01 526-7640	DIESEL FUEL				400.30	FIRE/EMS		
I 82468		HOUSING	AP	1/13/2023	E	12/30/2022	59.68	59.68CR	
		G/L ACCOUNT		CK: 002801			59.68		
	53 501-7200	GASOLINE				59.68	HOUSING		
I 82499		WATER/SEWER ADMIN	AP	1/13/2023	E	12/30/2022	23.85	23.85CR	
		G/L ACCOUNT		CK: 002801			23.85		
	33 563-7200	GASOLINE				23.85	WATER/SEWER ADMIN		
I 82544		PARK DEPT	AP	1/13/2023	E	12/30/2022	30.96	30.96CR	
		G/L ACCOUNT		CK: 002801			30.96		
	01 541-7200	GASOLINE				32.20	PARK DEPT		
	01 541-7200	GASOLINE				1.24	CREARLY PAYMENT DISCOUNT		
I 82564		PUBLIC SAFETY DIRECTOR	AP	1/13/2023	E	12/30/2022	17.70	17.70CR	
		G/L ACCOUNT		CK: 002801			17.70		
	01 526-7200	GASOLINE				18.41	PUBLIC SAFETY DIRECTOR		
	01 526-7200	GASOLINE				0.71	CREARLY PAYMENT DISCOUNT		
			EFT			1	2,747.12	2,747.12CR	0.00
							2,747.12	0.00	

01-037217 MALLORY SAFETY AND SUPPLY,

C 5481274		RETURNED ITEM	AP	1/13/2023	E	11/08/2022	32.00CR	32.00	
		G/L ACCOUNT		CK: 002802			32.00CR		
	01 521-7900	UNIFORMS				32.00	CRRETURNED ITEM		
I 5509558		SHIRTS	AP	1/13/2023	E	12/15/2022	105.50	105.50CR	
		G/L ACCOUNT		CK: 002802			105.50		
	01 521-7900	UNIFORMS				105.50	SHIRTS		

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			EFT			1	73.50 73.50	73.50CR 0.00	0.00

01-037404 RED TIGER TIRE & AUTO INC.

I 6645	MEDIC 1	AP	1/13/2023	E	12/21/2022		459.60	459.60CR	
	G/L ACCOUNT		CK: 002803				459.60		
	01 526-6710	VEHICLE MAINTENANCE				459.60	MEDIC 1		
I 6646	TOWER 1	AP	1/13/2023	E	12/21/2022		93.99	93.99CR	
	G/L ACCOUNT		CK: 002803				93.99		
	01 526-6710	VEHICLE MAINTENANCE				93.99	TOWER 1		
I 6660	MEDIC 5	AP	1/13/2023	E	12/28/2022		843.33	843.33CR	
	G/L ACCOUNT		CK: 002803				843.33		
	01 526-6710	VEHICLE MAINTENANCE				843.33	MEDIC 5		
I 6665	TOWER 1	AP	1/13/2023	E	12/28/2022		55.00	55.00CR	
	G/L ACCOUNT		CK: 002803				55.00		
	01 526-6710	VEHICLE MAINTENANCE				55.00	TOWER 1		
I 6666	ENGINE 1	AP	1/13/2023	E	12/28/2022		1,698.98	1,698.98CR	
	G/L ACCOUNT		CK: 002803				1,698.98		
	01 526-6710	VEHICLE MAINTENANCE				1,698.98	ENGINE 1		
I 6698	MEDIC 3	AP	1/13/2023	E	1/01/2023		432.89	432.89CR	
	G/L ACCOUNT		CK: 002803				432.89		
	01 526-6710	VEHICLE MAINTENANCE				432.89	MEDIC 3		

EFT					1	3,583.79 3,583.79	3,583.79CR 0.00	0.00
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01-037500 EQUIPMENTSHARE.COM, INC.

I 2342722-000	UNIT 516 TURN SIGNAL RELAY	AP	1/13/2023	E	12/14/2022		114.21	114.21CR	
	G/L ACCOUNT		CK: 002804				114.21		
	01 533-7310	EQUIPMENT PARTS				114.21	UNIT 516 TURN SIGNAL RELAY		
I 2376921-000	BACKHOE REPAIR	AP	1/13/2023	E	12/29/2022		1,737.71	1,737.71CR	
	G/L ACCOUNT		CK: 002804				1,737.71		
	33 562-6710	VEHICLE MAINTENANCE				1,737.71	BACKHOE REPAIR		
I 2381829-000	BACKHOE AT SANITAITON REPAI	AP	1/13/2023	E	12/31/2022		1,809.37	1,809.37CR	
	G/L ACCOUNT		CK: 002804				1,809.37		
	37 501-6720	OTHER EQUIPMENT MAINTENANCE				1,809.37	BACKHOE AT SANITAITON REPAIR		

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			EFT			1	3,661.29 3,661.29	3,661.29CR 0.00	0.00
01-037591 PIONEER RESEARCH CORPORATIO									
I 262621		ASPHALT BONDING CHEMICAL	AP	1/13/2023	E	12/01/2022	5,982.69	5,982.69CR	
		G/L ACCOUNT		CK: 002805			5,982.69		
	01 533-7510	ASPHALT PATCHING				5,982.69	ASPHALT BONDING CHEMICAL		
I 262622		COLD PATCH BONDING CHEMICAL	AP	1/13/2023	E	1/01/2023	5,982.69	5,982.69CR	
		G/L ACCOUNT		CK: 002805			5,982.69		
	01 533-7690	OTHER OPERATIONAL SUPPLIES				5,982.69	COLD PATCH BONDING CHEMICAL		
			EFT			1	11,965.38 11,965.38	11,965.38CR 0.00	0.00
01-037661 S & J CLEANING									
I 01122023		BLDG D CLEANING 1/12/23	AP	1/13/2023	E	1/12/2023	400.00	400.00CR	
		G/L ACCOUNT		CK: 002807			400.00		
	01 548-6492	JANITORIAL SERVICES				400.00	BLDG D CLEANING 1/12/23		
			EFT			1	400.00 400.00	400.00CR 0.00	0.00
01-037759 NEW DEAL DEICING									
I 122822J		DEICER	AP	1/13/2023	E	12/28/2022	3,170.41	3,170.41CR	
		G/L ACCOUNT		CK: 002806			3,170.41		
	31 501-7690	OTHER OPERATIONAL SUPPLIES				3,170.41	DEICER		
			EFT			1	3,170.41 3,170.41	3,170.41CR 0.00	0.00

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===== R E P O R T T O T A L S =====

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	78,366.42CR
08	E-911 - NEW	108.50CR
14	CITY PROJECTS	60.00CR
22	CAPITAL RESERVE - STREET	735,087.04CR
31	AIRPORT	9,709.44CR
33	WATER/SEWER	21,156.10CR
37	SANITATION	28,073.25CR
53	HOUSING/PENN TERRACE	216.68CR
** TOTALS **		872,777.43CR

----- TYPE OF CHECK TOTALS -----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS		0.00	0.00	0.00
		0.00	0.00	
REG-CHECKS		0.00	0.00	0.00
		0.00	0.00	
EFT	48	872,777.43	872,777.43CR	0.00
		872,777.43	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS	48	872,777.43	872,777.43CR	0.00
		872,777.43	0.00	

TOTAL CHECKS TO PRINT: 0

ERRORS:	0	WARNINGS:	0
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APPROPRIATIONS 2022

Accounts payable paid from January 13th through January 27th, 2023

Total: \$ 1,610,436.75

VENDOR SEQUENCE										
VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING	

01-002510 ASHCRAFT TIRE COMPANY INC										
I 38892		UNIT 903	AP	1/27/2023	E	12/21/2022	532.62	532.62	CR	
		G/L ACCOUNT		CK: 002810			532.62			
	31	501-6710	VEHICLE	MAINTENANCE		532.62	UNIT 903			
I 39165		1987 FORD F600	AP	1/27/2023	E	1/07/2023	123.34	123.34	CR	
		G/L ACCOUNT		CK: 002810			123.34			
	31	501-6710	VEHICLE	MAINTENANCE		123.34	1987 FORD F600			
			EFT			1	655.96	655.96	CR	0.00
							655.96	0.00		

01-010440 HUGO'S INDUSTRIAL SUPPLY										
I 290963		CLEANER/TOISSUES	AP	1/27/2023	E	12/31/2022	95.20	95.20	CR	
		G/L ACCOUNT		CK: 002811			95.20			
	53	501-7180	OTHER	BUILDING SUPPLIES		95.20	CLEANER/TOISSUES			
I 291497		CUTLERY/PAPER PLATES/CUPS	AP	1/27/2023	E	1/12/2023	249.45	249.45	CR	
		G/L ACCOUNT		CK: 002811			249.45			
	53	501-6491	ADMINISTRATIVE			249.45	CUTLERY/PAPER PLATES/CUPS			
I 291552		BUSINESS CARDS	AP	1/27/2023	E	1/13/2023	12.62	12.62	CR	
		G/L ACCOUNT		CK: 002811			12.62			
	53	501-6491	ADMINISTRATIVE			12.62	BUSINESS CARDS			
I 292258		TOILET PAPER	AP	1/27/2023	E	1/28/2023	97.52	97.52	CR	
		G/L ACCOUNT		CK: 002811			97.52			
	53	501-6491	ADMINISTRATIVE			97.52	TOILET PAPER			
			EFT			1	454.79	454.79	CR	0.00
							454.79	0.00		

01-011212 INDEPENDENCE HEATING & AIR										
I 41354		PENN TERRACE	AP	1/27/2023	E	12/16/2022	737.50	737.50	CR	
		G/L ACCOUNT		CK: 002812			737.50			
	53	501-7180	OTHER	BUILDING SUPPLIES		737.50	PENN TERRACE			
I 41569		STEVENS BUILDING	AP	1/27/2023	E	2/03/2023	133.75	133.75	CR	
		G/L ACCOUNT		CK: 002812			133.75			
	01	542-6590	OTHER	BUILDING & GROUND MAINT		133.75	STEVENS BUILDING			
I 41576		4-H BUILDING	AP	1/27/2023	E	2/08/2023	95.00	95.00	CR	
		G/L ACCOUNT		CK: 002812			95.00			
	01	541-6590	OTHER	BUILDING & GROUND MAINT		95.00	4-H BUILDING			

PACKET: 26794 EFT Payments-01/27/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
			EFT			1	966.25 966.25	966.25CR 0.00	0.00

01-011260 INDEPENDENCE PUBLIC LIBRARY

I JANUARY 2023	LIBRARY AD VALOREM TAX	AP	1/27/2023	E	1/31/2023	123,133.63	123,133.63CR		
	G/L ACCOUNT		CK: 002813			123,133.63			
42	501-6800	FUNDING TO EXT. ORG - LIBRARY			123,133.63	LIBRARY AD VALOREM TAX			
			EFT			1	123,133.63 123,133.63	123,133.63CR 0.00	0.00

01-019290 ANDERSON-CRAIN MANGEMENT

I JAN 2023-FOWLER	2330 N 20TH PL #9	AP	1/27/2023	E	1/01/2023	539.00	539.00CR		
	G/L ACCOUNT		CK: 002814			539.00			
58	501-8706	TBRA #M-21-SG-20-0150			539.00	2330 N 20TH PL #9			
I JAN 2023-KNIGHT	2330 N 20TH PL #16	AP	1/27/2023	E	1/01/2023	190.00	190.00CR		
	G/L ACCOUNT		CK: 002814			190.00			
58	501-8706	TBRA #M-21-SG-20-0150			190.00	2330 N 20TH PL #16			
I JAN 2023-SULLIVAN	2350 N 20TH PL #6	AP	1/27/2023	E	1/01/2023	450.00	450.00CR		
	G/L ACCOUNT		CK: 002814			450.00			
58	501-8706	TBRA #M-21-SG-20-0150			450.00	2350 N 20TH PL #6			
			EFT			1	1,179.00 1,179.00	1,179.00CR 0.00	0.00

01-019370 AIRGAS USA LLC.

I 9993971218	OXYGEN	AP	1/27/2023	E	1/30/2023	68.93	68.93CR		
	G/L ACCOUNT		CK: 002815			68.93			
01	526-7610	MEDICAL SUPPLIES			68.93	OXYGEN			
			EFT			1	68.93 68.93	68.93CR 0.00	0.00

01-021300 RESOURCE RECOVERY DIV 4392

I 4392-000008408	LANDFILL	AP	1/27/2023	E	2/14/2023	11,917.46	11,917.46CR		
	G/L ACCOUNT		CK: 002816			11,917.46			
37	501-6810	COUNTY LANDFILL			11,917.46	LANDFILL			

PACKET: 26794 EFT Payments-01/27/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
			EFT			1	11,917.46 11,917.46	11,917.46CR 0.00	0.00

01-022400 SHERWIN WILLIAMS

I 0531-0	PAINT	AP	1/27/2023	E	2/02/2023		99.88	99.88CR	
	G/L ACCOUNT		CK: 002817				99.88		
56	501-7180	OTHER BUILDING SUPPLIES				99.88	PAINT		
		EFT				1	99.88 99.88	99.88CR 0.00	0.00

01-025004 USA BLUEBOOK

I 227350	USA BLUE BOOK FILTER MEMBRA	AP	1/27/2023	E	2/08/2023		867.91	867.91CR	
	G/L ACCOUNT		CK: 002818				867.91		
33	561-7630	CHEMICALS				867.91	USA BLUE BOOK FILTER MEMBRANES		
		EFT				1	867.91 867.91	867.91CR 0.00	0.00

01-027225 OIL PATCH PUMP & SUPPLY INC

I 225829	NIPPLE/CAP	AP	1/27/2023	E	2/10/2023		7.04	7.04CR	
	G/L ACCOUNT		CK: 002819				7.04		
33	561-7700	PLANT MACHINERY & EQUIPMENT				7.04	NIPPLE/CAP		
		EFT				1	7.04 7.04	7.04CR 0.00	0.00

01-032041 KANSAS DEPARTMENT OF HEALTH

I 2933	PROJECT NO 2933	AP	1/27/2023	E	1/16/2023		16,025.66	16,025.66CR	
	G/L ACCOUNT		CK: 002820				16,025.66		
33	563-8693	LOAN #2933 WTP UPGRADES				16,025.66	PROJECT NO 2933		
		EFT				1	16,025.66 16,025.66	16,025.66CR 0.00	0.00

PACKET: 26794 EFT Payments-01/27/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-032080 SANDIFER ENGINEERING									
I 47882		ANNUAL ALARM MONITORING	AP	1/27/2023	E	1/04/2023	420.00	420.00CR	
		G/L ACCOUNT		CK: 002821			420.00		
	53 501-6490	OTHER PROFESSIONAL SERVICES				420.00	ANNUAL ALARM MONITORING		
			EFT			1	420.00	420.00CR	0.00
							420.00	0.00	

01-032859 PACE ANALYTICAL SERVICES,									
I 2260167967		ANALYTICAL SERVICES,	AP	1/27/2023	E	9/30/2022	686.35	686.35CR	
		G/L ACCOUNT		CK: 002822			686.35		
	33 564-6490	OTHER PROFESSIONAL SERVICES				686.35	ANALYTICAL SERVICES,		
I 2360175688		ANALYTICAL SERVICES,	AP	1/27/2023	E	1/13/2023	300.10	300.10CR	
		G/L ACCOUNT		CK: 002822			300.10		
	33 561-6490	OTHER PROFESSIONAL SERVICES				300.10	ANALYTICAL SERVICES,		
			EFT			1	986.45	986.45CR	0.00
							986.45	0.00	

01-032887 PROFESSIONAL ENGINEERING									
I 453994		MEMORIAL HALL HVAC ASSESSME	AP	1/27/2023	E	12/29/2022	1,308.81	1,308.81CR	
		G/L ACCOUNT		CK: 002823			1,308.81		
	01 547-6490	OTHER PROFESSIONAL SERVICES				1,308.81	MEMORIAL HALL HVAC ASSESSMENT		
			EFT			1	1,308.81	1,308.81CR	0.00
							1,308.81	0.00	

01-034284 INDIGO DESIGN, INC.									
I FINAL DESIGN-9		SPORTS COMPLEX	AP	1/27/2023	E	1/14/2023	5,664.18	5,664.18CR	
		G/L ACCOUNT		CK: 002824			5,664.18		
	14 501-8690	OTHER PROJECT COST				786.90	SUB-CONSULTANTS		
	14 501-8691	CENTRAL PARK SPORTS COMPLEX				4,877.28	CONSTRUCITON AND BIDDING		
			EFT			1	5,664.18	5,664.18CR	0.00
							5,664.18	0.00	

VENDOR SEQUENCE										
VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING	

01-034744 WOODS LUMBER COMPANY										
I 472853		FINANCE CHARGE	AP	1/27/2023	E	11/30/2022	0.19	0.19	CR	
		G/L ACCOUNT		CK: 002825			0.19			
	56	501-7180	OTHER BUILDING	SUPPLIES			0.19	FINANCE CHARGE		
I 472854		FINANCE CHARGE	AP	1/27/2023	E	11/30/2022	3.50	3.50	CR	
		G/L ACCOUNT		CK: 002825			3.50			
	56	501-7180	OTHER BUILDING	SUPPLIES			3.50	FINANCE CHARGE		
I 472875		FINANCE CHARGE	AP	1/27/2023	E	11/30/2022	21.51	21.51	CR	
		G/L ACCOUNT		CK: 002825			21.51			
	53	501-7180	OTHER BUILDING	SUPPLIES			21.51	FINANCE CHARGE		
I 496351		HOOK BLADES	AP	1/27/2023	E	11/01/2022	8.38	8.38	CR	
		G/L ACCOUNT		CK: 002825			8.38			
	53	501-7180	OTHER BUILDING	SUPPLIES			8.38	HOOK BLADES		
I 496637		FLEX COUPLER/REDUCER COUPLI	AP	1/27/2023	E	11/02/2022	17.28	17.28	CR	
		G/L ACCOUNT		CK: 002825			17.28			
	53	501-7180	OTHER BUILDING	SUPPLIES			17.28	FLEX COUPLER/REDUCER COUPLING		
I 496752		POWER LOADS/FASTENING PIN	AP	1/27/2023	E	11/03/2022	102.24	102.24	CR	
		G/L ACCOUNT		CK: 002825			102.24			
	53	501-7180	OTHER BUILDING	SUPPLIES			102.24	POWER LOADS/FASTENING PIN		
I 497125		WIRE TIE	AP	1/27/2023	E	11/07/2022	5.99	5.99	CR	
		G/L ACCOUNT		CK: 002825			5.99			
	53	501-7180	OTHER BUILDING	SUPPLIES			5.99	WIRE TIE		
I 497162		CONCRETE	AP	1/27/2023	E	11/07/2022	104.79	104.79	CR	
		G/L ACCOUNT		CK: 002825			104.79			
	53	501-7180	OTHER BUILDING	SUPPLIES			104.79	CONCRETE		
I 497231		CONCRETE MIX	AP	1/27/2023	E	11/08/2022	24.95	24.95	CR	
		G/L ACCOUNT		CK: 002825			24.95			
	53	501-7180	OTHER BUILDING	SUPPLIES			24.95	CONCRETE MIX		
I 497908		WOOD/PANEL	AP	1/27/2023	E	11/14/2022	236.82	236.82	CR	
		G/L ACCOUNT		CK: 002825			236.82			
	53	501-7180	OTHER BUILDING	SUPPLIES			236.82	WOOD/PANEL		
I 500725		ELECTRICAL SUPPLIES	AP	1/27/2023	E	12/12/2022	72.25	72.25	CR	
		G/L ACCOUNT		CK: 002825			72.25			
	53	501-7180	OTHER BUILDING	SUPPLIES			72.25	ELECTRICAL SUPPLIES		
I 500726		PVC PIPES	AP	1/27/2023	E	12/12/2022	39.98	39.98	CR	
		G/L ACCOUNT		CK: 002825			39.98			
	53	501-7180	OTHER BUILDING	SUPPLIES			39.98	PVC PIPES		

PACKET: 26794 EFT Payments-01/27/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 502597		FINANCE CHARGE	AP	1/27/2023	E	12/31/2022	7.83	7.83CR	
		G/L ACCOUNT		CK: 002825			7.83		
	53 501-7180	OTHER BUILDING SUPPLIES				7.83	FINANCE CHARGE		
			EFT			1	645.71	645.71CR	0.00
							645.71	0.00	

01-034817 WASHER SPECIALTIES CO

I 20545716		WATER VALVE	AP	1/27/2023	E	11/04/2022	48.43	48.43CR	
		G/L ACCOUNT		CK: 002826			48.43		
	56 501-7180	OTHER BUILDING SUPPLIES				48.43	WATER VALVE		
I 20558628		WASHER TIMER	AP	1/27/2023	E	11/30/2022	159.34	159.34CR	
		G/L ACCOUNT		CK: 002826			159.34		
	49 501-7180	OTHER BUILDING SUPPLIES				159.34	WASHER TIMER		
I 20565051		WATER VALVE	AP	1/27/2023	E	12/14/2022	234.01	234.01CR	
		G/L ACCOUNT		CK: 002826			234.01		
	56 501-7180	OTHER BUILDING SUPPLIES				234.01	WATER VALVE		
I 20571692		PRESSURE SENSOR	AP	1/27/2023	E	12/28/2022	22.56	22.56CR	
		G/L ACCOUNT		CK: 002826			22.56		
	53 501-7180	OTHER BUILDING SUPPLIES				22.56	PRESSURE SENSOR		
I 20572470		D/W TIMER	AP	1/27/2023	E	12/31/2022	79.83	79.83CR	
		G/L ACCOUNT		CK: 002826			79.83		
	56 501-7180	OTHER BUILDING SUPPLIES				79.83	D/W TIMER		
			EFT			1	544.17	544.17CR	0.00
							544.17	0.00	

01-034910 MARSHA LEROY

I JAN 2023-RAMEY	916 E MAIN	AP	1/27/2023	E	1/01/2023	339.00	339.00CR		
	G/L ACCOUNT		CK: 002827			339.00			
	58 501-8706	TBRA #M-21-SG-20-0150				339.00	916 E MAIN		
			EFT			1	339.00	339.00CR	0.00
							339.00	0.00	

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-035070 D & F SERVICES, LLC									
I 6130		SODIUM CHLORITE	AP	1/27/2023	E	1/09/2023	12,437.68	12,437.68CR	
		G/L ACCOUNT		CK: 002828			12,437.68		
	33 561-7630	CHEMICALS				12,437.68	SODIUM CHLORITE		
			EFT			1	12,437.68	12,437.68CR	0.00
							12,437.68	0.00	

01-035310 EDELMAN-LYON CO.									
I 17512		DOOR REPAIR	AP	1/27/2023	E	1/07/2023	658.00	658.00CR	
		G/L ACCOUNT		CK: 002829			658.00		
	01 548-6590	OTHER BUILDING & GROUND MAINT				658.00	DOOR REPAIR		
			EFT			1	658.00	658.00CR	0.00
							658.00	0.00	

01-035478 LOCHNER, H.W. INC.									
I C00017202-C08		REHABILITATE TAXIWAY D	AP	1/27/2023	E	1/26/2023	750.00	750.00CR	
		G/L ACCOUNT		CK: 002830			750.00		
	21 501-8693	FAA PROJECTS				750.00	02CLS PROFIT/OOP		
			EFT			1	750.00	750.00CR	0.00
							750.00	0.00	

01-035632 CLASS LTD									
I 2-002998		SHRED DOCUMENT DESTRUCTION	AP	1/27/2023	E	12/31/2022	42.00	42.00CR	
		G/L ACCOUNT		CK: 002831			42.00		
	53 501-7180	OTHER BUILDING SUPPLIES				42.00	SHRED DOCUMENT DESTRUCTION		
			EFT			1	42.00	42.00CR	0.00
							42.00	0.00	

01-035789 1ST DUE									
I 23-4718		FIRE GEAR	AP	1/27/2023	E	1/10/2023	881.87	881.87CR	
		G/L ACCOUNT		CK: 002832			881.87		
	01 526-7900	UNIFORMS				881.87	FIRE GEAR		
I 23-4719		COOK-FIRE GEAR	AP	1/27/2023	E	1/10/2023	2,199.38	2,199.38CR	
		G/L ACCOUNT		CK: 002832			2,199.38		
	01 526-7900	UNIFORMS				2,199.38	COOK-FIRE GEAR		

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
			EFT			1	3,081.25 3,081.25	3,081.25CR 0.00	0.00
01-035900 ANE MAE'S COFFEE AND SANDWI									
I 10231		BEAUTIFICATION	AP	1/27/2023	E	1/17/2023	49.50	49.50CR	
		G/L ACCOUNT		CK: 002833			49.50		
	01 501-6350	BUSINESS MEETINGS				49.50	BEAUTIFICATION		
			EFT			1	49.50 49.50	49.50CR 0.00	0.00
01-036025 IRONWORKS WELDING AND FABRI									
I 2706		FIRE STATION	AP	1/27/2023	E	1/06/2023	650.00	650.00CR	
		G/L ACCOUNT		CK: 002834			650.00		
	01 526-6590	OTHER BUILDING & GROUND MAINT				650.00	FIRE STATION		
			EFT			1	650.00 650.00	650.00CR 0.00	0.00
01-036561 CIVICPLUS, LLC									
I 247884		CIVICSEND ANNUAL RENEWAL	AP	1/27/2023	E	1/01/2023	4,881.78	4,881.78CR	
		G/L ACCOUNT		CK: 002835			4,881.78		
	01 509-6501	CITY WEBSITE				4,881.78	CIVICSEND ANNUAL RENEWAL		
I 250450		VIRTUAL WEBMASTER	AP	1/27/2023	E	12/19/2022	965.20	965.20CR	
		G/L ACCOUNT		CK: 002835			965.20		
	01 509-6501	CITY WEBSITE				965.20	VIRTUAL WEBMASTER		
I 251734		CIVICREC ANNUAL FEE	AP	1/27/2023	E	12/31/2022	3,612.67	3,612.67CR	
		G/L ACCOUNT		CK: 002835			3,612.67		
	01 509-6501	CITY WEBSITE				3,612.67	CIVICREC ANNUAL FEE		
I 251741		UNLIMITED GOV USER LIC	AP	1/27/2023	E	12/31/2022	3,000.00	3,000.00CR	
		G/L ACCOUNT		CK: 002835			3,000.00		
	01 509-6501	CITY WEBSITE				3,000.00	UNLIMITED GOV USER LIC		
			EFT			1	12,459.65 12,459.65	12,459.65CR 0.00	0.00

PACKET: 26794 EFT Payments-01/27/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-036883 LABETTE HEALTH									
I	2188947E003CCP	INMATE CARE	AP	1/27/2023	E	3/16/2022	37.14	37.14CR	
		G/L ACCOUNT		CK: 002836			37.14		
	01 521-6970	PRISONER CARE				37.14	INMATE CARE		
I	50	MEDICAL SUPPLIES	AP	1/27/2023	E	1/06/2023	743.33	743.33CR	
		G/L ACCOUNT		CK: 002836			743.33		
	01 526-7610	MEDICAL SUPPLIES				743.33	MEDICAL SUPPLIES		
			EFT			1	780.47	780.47CR	0.00
							780.47	0.00	

01-037005 JOHN ANDERSON									
I	01082023	MILEAGE/MEAL REIMBURSEMENT	AP	1/27/2023	E	1/08/2023	115.11	115.11CR	
		G/L ACCOUNT		CK: 002837			115.11		
	01 521-6340	SEMINARS & CONVENTIONS				115.11	MILEAGE/MEAL REIMBURSEMENT		
I	01122023	MEAL REIMBURSEMENT	AP	1/27/2023	E	1/12/2023	37.61	37.61CR	
		G/L ACCOUNT		CK: 002837			37.61		
	01 521-6340	SEMINARS & CONVENTIONS				37.61	MEAL REIMBURSEMENT		
			EFT			1	152.72	152.72CR	0.00
							152.72	0.00	

01-037008 SANDRA ALSPAUGH									
I	01022023	MEAL REIMBURSEMENT	AP	1/27/2023	E	1/02/2023	8.00	8.00CR	
		G/L ACCOUNT		CK: 002838			8.00		
	01 526-6090	OTHER TRAVEL EXPENSE				8.00	MEAL REIMBURSEMENT		
I	01042023	MEAL REIMBURSEMENT	AP	1/27/2023	E	1/04/2023	8.00	8.00CR	
		G/L ACCOUNT		CK: 002838			8.00		
	01 526-6090	OTHER TRAVEL EXPENSE				8.00	MEAL REIMBURSEMENT		
			EFT			1	16.00	16.00CR	0.00
							16.00	0.00	

01-037100 TBS ELECTRONICS, INC									
I	00119190	RADIO SERVICES	AP	1/27/2023	E	1/12/2023	80.00	80.00CR	
		G/L ACCOUNT		CK: 002839			80.00		
	08 501-8690	PROJECT COST				80.00	RADIO SERVICES		

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VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
			EFT			1	80.00 80.00	80.00CR 0.00	0.00
01-037139 FLEET FUELS, LLC									
I 82540		SEWER COLLECTION	AP	1/27/2023	E	1/06/2023	443.37	443.37CR	
		G/L ACCOUNT		CK: 002840			443.37		
	33 562-7640	DIESEL FUEL				443.37	SEWER COLLECTION		
I 82552		WATER DISTRIBUTION	AP	1/27/2023	E	1/06/2023	257.34	257.34CR	
		G/L ACCOUNT		CK: 002840			257.34		
	33 562-7640	DIESEL FUEL				53.98	WATER DISTRIBUTION		
	33 562-7200	GASOLINE				203.36	WATER DISTRIBUTION		
I 82558		WATER/SEWER ADMIN	AP	1/27/2023	E	1/06/2023	65.18	65.18CR	
		G/L ACCOUNT		CK: 002840			65.18		
	33 563-7200	GASOLINE				65.18	WATER/SEWER ADMIN		
I 82562		FIRE/EMS	AP	1/27/2023	E	1/06/2023	707.82	707.82CR	
		G/L ACCOUNT		CK: 002840			707.82		
	01 526-7200	GASOLINE				505.21	FIRE/EMS		
	01 526-7640	DIESEL FUEL				202.61	FIRE/EMS		
I 82563		POLICE	AP	1/27/2023	E	1/06/2023	475.15	475.15CR	
		G/L ACCOUNT		CK: 002840			475.15		
	01 521-7200	GASOLINE				475.15	POLICE		
I 82580		SANITATION	AP	1/27/2023	E	1/06/2023	1,138.98	1,138.98CR	
		G/L ACCOUNT		CK: 002840			1,138.98		
	37 501-7640	DIESEL FUEL				1,138.98	SANITATION		
I 82584		STREET	AP	1/27/2023	E	1/06/2023	444.24	444.24CR	
		G/L ACCOUNT		CK: 002840			444.24		
	01 533-7640	DIESEL FUEL				444.24	STREET		
I 82696		CITY VAN	AP	1/27/2023	E	1/06/2023	25.36	25.36CR	
		G/L ACCOUNT		CK: 002840			25.36		
	01 509-6710	VEHICLE MAINTENANCE				25.36	CITY VAN		
I 82755		CEMETERY	AP	1/27/2023	E	1/06/2023	70.42	70.42CR	
		G/L ACCOUNT		CK: 002840			70.42		
	01 545-7200	GASOLINE				70.42	CEMETERY		
			EFT			1	3,627.86 3,627.86	3,627.86CR 0.00	0.00

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01-037194 J GRAHAM CONSTRUCTION INC.									
I	PAY APP NO. 2	N 8TH ST CULVERT	AP	1/27/2023	E	1/04/2023	34,710.25	34,710.25CR	
		G/L ACCOUNT		CK: 002841			34,710.25		
	22	501-8690	OTHER PROJECT COST			33,110.25	N 8TH ST CULVERT		
	22	501-8690	OTHER PROJECT COST			1,600.00	ADD ON		
			EFT			1	34,710.25	34,710.25CR	0.00
							34,710.25	0.00	

01-037258 WASHINGTON HISTORIC RESIDEN									
I	JAN 2023-CARLTON	300 E MYRTLE #203	AP	1/27/2023	E	1/01/2023	316.00	316.00CR	
		G/L ACCOUNT		CK: 002842			316.00		
	58	501-8706	TBRA #M-21-SG-20-0150			316.00	300 E MYRTLE #203		
I	JAN 2023-MERRITT	300 E MYRTLE #111	AP	1/27/2023	E	1/01/2023	165.00	165.00CR	
		G/L ACCOUNT		CK: 002842			165.00		
	58	501-8706	TBRA #M-21-SG-20-0150			165.00	300 E MYRTLE #111		
			EFT			1	481.00	481.00CR	0.00
							481.00	0.00	

01-037434 HEARTLAND AUDIO VISUAL, INC									
I	1661	REPAIR LENS/PROJECTOR	AP	1/27/2023	E	8/10/2022	2,874.88	2,874.88CR	
		G/L ACCOUNT		CK: 002843			2,874.88		
	01	547-6590	OTHER BUILDING & GROUND MAINT			2,874.88	REPAIR LENS/PROJECTOR		
			EFT			1	2,874.88	2,874.88CR	0.00
							2,874.88	0.00	

01-037488 HEALY LAW OFFICES, LLC									
I	20203	TELECOMMUNICAITONS	AP	1/27/2023	E	12/31/2022	1,475.00	1,475.00CR	
		G/L ACCOUNT		CK: 002844			1,475.00		
	01	501-6430	LEGAL			1,475.00	TELECOMMUNICAITONS		
			EFT			1	1,475.00	1,475.00CR	0.00
							1,475.00	0.00	

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01-037524 MCCOWNGORDON CONSTRUCTION L									
I APP NO. 11		VENTILATION OF CITY HALL	AP	1/27/2023	E	1/09/2023	4,476.10	4,476.10CR	
		G/L ACCOUNT		CK: 002845			4,476.10		
	66	501-8690	PROJECT COST			4,476.10	VENTILATION OF CITY HALL		
I APPLICAITON NO 11		1916 CITY HALL REMODEL	AP	1/27/2023	E	1/09/2023	789,979.65	789,979.65CR	
		G/L ACCOUNT		CK: 002845			789,979.65		
	14	501-8692	CITY HALL / FIRE-EMS PROJECT			789,979.65	1916 CITY HALL REMODEL		
I APPLICATION NO. 11		FIRE/EMS STATION	AP	1/27/2023	E	1/09/2023	331,081.04	331,081.04CR	
		G/L ACCOUNT		CK: 002845			331,081.04		
	14	501-8692	CITY HALL / FIRE-EMS PROJECT			331,081.04	FIRE/EMS STATION		
			EFT			1	1,125,536.79	1,125,536.79CR	0.00
							1,125,536.79	0.00	

01-037528 UTILITY REVIEW CONSULTANTS,									
I 120215		TAX COLLECTION	AP	1/27/2023	E	1/17/2023	87.61	87.61CR	
		G/L ACCOUNT		CK: 002846			87.61		
	53	501-6490	OTHER PROFESSIONAL SERVICES			87.61	TAX COLLECTION		
			EFT			1	87.61	87.61CR	0.00
							87.61	0.00	

01-037549 GSI ENGINEERING, LLC.									
I 000000075313		INDEPENDENCE FIRE/EMS	AP	1/27/2023	E	12/28/2022	1,839.20	1,839.20CR	
		G/L ACCOUNT		CK: 002847			1,839.20		
	14	501-8692	CITY HALL / FIRE-EMS PROJECT			1,839.20	INDEPENDENCE FIRE/EMS		
			EFT			1	1,839.20	1,839.20CR	0.00
							1,839.20	0.00	

01-037569 JOHN GARRIS									
I 01132023		MILEAGE REIMBURSEMENT	AP	1/27/2023	E	1/13/2023	284.14	284.14CR	
		G/L ACCOUNT		CK: 002848			284.14		
	31	501-6350	BUSINESS MEETINGS			142.07	MILEAGE REIMBURSEMENT		
	33	563-6350	BUSINESS MEETINGS			142.07	MILEAGE REIMBURSEMENT		
			EFT			1	284.14	284.14CR	0.00
							284.14	0.00	

VENDOR SEQUENCE										
VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING	

01-037610 CLEARGOV INC										
I	2022-12653	SUBSCRIPTION FEES	AP	1/27/2023	E	1/01/2023	7,040.00	7,040.00	CR	
		G/L ACCOUNT		CK: 002849			7,040.00			
	01 511-6310	SUBSCRIPTIONS				7,040.00	SUBSCRIPTION FEES			
			EFT			1	7,040.00	7,040.00	CR	0.00
							7,040.00	0.00		

01-037657 RECRETE DESIGN/CONCRETE CON										
I	1382	CONCRETE PATCHING	AP	1/27/2023	E	1/13/2023	3,500.00	3,500.00	CR	
		G/L ACCOUNT		CK: 002850			3,500.00			
	33 563-6490	OTHER PROFESSIONAL SERVICES				3,500.00	CONCRETE PATCHING			
			EFT			1	3,500.00	3,500.00	CR	0.00
							3,500.00	0.00		

01-037659 JUSTIN WARD										
I	01142023	MEAL REIMBURSEMENT	AP	1/27/2023	E	1/14/2023	89.93	89.93	CR	
		G/L ACCOUNT		CK: 002851			89.93			
	01 521-6340	SEMINARS & CONVENTIONS				89.93	MEAL REIMBURSEMENT			
			EFT			1	89.93	89.93	CR	0.00
							89.93	0.00		

01-037661 S & J CLEANING										
I	01242023	CLEANING 01/19-01/26	AP	1/27/2023	E	1/24/2023	800.00	800.00	CR	
		G/L ACCOUNT		CK: 002855			800.00			
	01 548-6492	JANITORIAL SERVICES				800.00	CLEANING 01/19-01/26			
			EFT			1	800.00	800.00	CR	0.00
							800.00	0.00		

01-037724 HUNGRY DRAGON CORPORATION										
I	JAN 2023-VALDES	308 S 17TH ST	AP	1/27/2023	E	1/01/2023	625.00	625.00	CR	
		G/L ACCOUNT		CK: 002852			625.00			
	58 501-8705	TBRA #M-20-SG-20-0140				192.00	308 S 17TH ST			
	58 501-8706	TBRA #M-21-SG-20-0150				433.00	308 S 17TH ST			
			EFT			1	625.00	625.00	CR	0.00
							625.00	0.00		

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01-037725 TERRY HON									
I JAN 2023-RAIDA		1600 HALSEY AVE	AP	1/27/2023	E	1/01/2023	474.00	474.00CR	
		G/L ACCOUNT		CK: 002853			474.00		
	58	501-8706	TBRA #M-21-SG-20-0150			474.00	1600 HALSEY AVE		
			EFT			1	474.00	474.00CR	0.00
							474.00	0.00	

01-037733 ALLIED USA MEDICAL WASTE									
I 253416U		MEDICAL WASTE	AP	1/27/2023	E	12/31/2022	1,740.00	1,740.00CR	
		G/L ACCOUNT		CK: 002854			1,740.00		
	01	526-7610	MEDICAL SUPPLIES			1,740.00	MEDICAL WASTE		
			EFT			1	1,740.00	1,740.00CR	0.00
							1,740.00	0.00	

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===== R E P O R T T O T A L S =====

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	35,196.88CR
08	E-911 - NEW	80.00CR
14	CITY PROJECTS	1,128,564.07CR
21	CAPITAL RESERVE - AIRPORT	750.00CR
22	CAPITAL RESERVE - STREET	34,710.25CR
31	AIRPORT	798.03CR
33	WATER/SEWER	34,732.70CR
37	SANITATION	13,056.44CR
42	LIBRARY	123,133.63CR
49	MCKINLEY - OPERATING	159.34CR
53	HOUSING/PENN TERRACE	2,406.48CR
56	HOUSING/CEDAR POINT	465.84CR
58	HOUSING/TBRA	3,098.00CR
66	MEMORIAL HALL TAX CREDIT	4,476.10CR
** TOTALS **		1,381,627.76CR

----- TYPE OF CHECK TOTALS -----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS		0.00	0.00	0.00
		0.00	0.00	
REG-CHECKS		0.00	0.00	0.00
		0.00	0.00	
EFT	46	1,381,627.76	1,381,627.76CR	0.00
		1,381,627.76	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS	46	1,381,627.76	1,381,627.76CR	0.00
		1,381,627.76	0.00	

TOTAL CHECKS TO PRINT: 0

ERRORS:

0

WARNINGS:

0

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01-002500 ARMOR EQUIPMENT SALES, SE									
I 0004327-IN		WATER SYSTEM REPAIR	AP	1/27/2023	R	12/09/2022	3,453.72	3,453.72CR	
		G/L ACCOUNT		CK: 077127			3,453.72		
	31	501-6710		VEHICLE MAINTENANCE		3,453.72	WATER SYSTEM REPAIR		
				REG. CHECK		1	3,453.72	3,453.72CR	0.00
							3,453.72	0.00	

01-004645 CITY OF INDEPENDENCE									
I 011523-N13THST		N 13TH ST HOUSING WATER BIL AP		1/27/2023	R	2/14/2023	3,171.58	3,171.58CR	
		G/L ACCOUNT		CK: 077128			3,171.58		
	49	501-6111		WATER		266.69	722 N 13TH		
	49	501-6111		WATER		290.17	710 N 13TH		
	49	501-6111		WATER		193.31	712 N 13TH		
	49	501-6111		WATER		322.27	714 N 13TH		
	49	501-6111		WATER		343.95	716 N 13TH		
	49	501-6111		WATER		243.28	718 N 13TH		
	49	501-6111		WATER		281.14	720 N 13TH		
	49	501-6111		WATER		331.42	702 N 13TH		
	49	501-6111		WATER		203.50	704 N 13TH		
	49	501-6111		WATER		214.51	706 N 13TH		
	49	501-6111		WATER		235.33	708 N 13TH		
	49	501-6111		WATER		246.01	700 N 13TH		
I 202301264146		INDEPENDENCE HOUSING BUSN L AP		1/27/2023	R	1/16/2023	20.00	20.00CR	
		G/L ACCOUNT		CK: 077128			20.00		
	53	501-7180		OTHER BUILDING SUPPLIES		20.00	INDEPENDENCE HOUSING BUSN LIC		
I 202301264147		SEE KAN CDI BUSN LIC	AP	1/27/2023	R	1/16/2023	20.00	20.00CR	
		G/L ACCOUNT		CK: 077128			20.00		
	56	501-7180		OTHER BUILDING SUPPLIES		20.00	SEE KAN CDI BUSN LIC		
I 202301264148		MCKINLEY HOUSING LLC	AP	1/27/2023	R	1/16/2023	20.00	20.00CR	
		G/L ACCOUNT		CK: 077128			20.00		
	49	501-7180		OTHER BUILDING SUPPLIES		20.00	MCKINLEY HOUSING LLC		
				REG. CHECK		1	3,231.58	3,231.58CR	0.00
							3,231.58	0.00	

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01-006140 DAVES, INC.									
I 064322		UNIT 3 TOW	AP	1/27/2023	R	1/29/2023	100.00	100.00CR	
		G/L ACCOUNT		CK: 077129			100.00		
	01 521-6710	VEHICLE MAINTENANCE				100.00	UNIT 3 TOW		
				REG. CHECK		1	100.00	100.00CR	0.00
							100.00	0.00	

01-008200 HARRY BASS ATTORNEY									
I 09172022		ATTORNEY FEES	AP	1/27/2023	R	10/17/2022	400.00	400.00CR	
		G/L ACCOUNT		CK: 077130			400.00		
	01 502-6490	OTHER PROFESSIONAL SERVICES				200.00	JEFFREY SEELEY 22-340		
	01 502-6490	OTHER PROFESSIONAL SERVICES				200.00	DARREN LONG 22-271		
				REG. CHECK		1	400.00	400.00CR	0.00
							400.00	0.00	

01-013110 KANSAS DEPARTMENT OF									
I OCT-DEC 2022		WATER PROTECTION/CLEAN DRIN	AP	1/27/2023	R	3/17/2023	5,513.14	5,513.14CR	
		G/L ACCOUNT		CK: 077131			5,513.14		
	33 563-6290	OTHER TAXES				5,513.14	WATER PROTECTION/CLEAN DRINKIN		
				REG. CHECK		1	5,513.14	5,513.14CR	0.00
							5,513.14	0.00	

01-013230 KANSAS MUNICIPAL INSURANCE									
I 13-2876		2023 WORKERS COMP INSURANCE	AP	1/27/2023	R	12/30/2022	188,421.00	188,421.00CR	
		G/L ACCOUNT		CK: 077132			188,421.00		
	26 501-6230	WORKERS COMPENSATION INS				13,110.60	STREETS		
	31 501-6230	WORKERS COMPENSATION INS				2,436.94	AVIATION		
	33 563-6230	WORKERS COMPENSATION INS				22,138.19	WATERWORKS		
	33 563-6230	WORKERS COMPENSATION INS				4,455.24	SEWAGE DISPOSAL		
	26 501-6230	WORKERS COMPENSATION INS				3,055.14	EMS		
	26 501-6230	WORKERS COMPENSATION INS				46,557.35	FIREFIGHTERS		
	26 501-6230	WORKERS COMPENSATION INS				31,109.08	POLICE		
	26 501-6230	WORKERS COMPENSATION INS				1,008.52	CLERICAL		
	26 501-6230	WORKERS COMPENSATION INS				457.26	LIBRARY		
	26 501-6230	WORKERS COMPENSATION INS				3.88	CITY COUNCIL		
	26 501-6230	WORKERS COMPENSATION INS				636.29	HOSPITAL: VETERINARY		
	26 501-6230	WORKERS COMPENSATION INS				1,602.29	BUILDING OOPERATIONS		

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	53	501-6230	WORKERS	COMPENSATION	INS			7,427.91	HOUSING AUTHORITY	
	26	501-6230	WORKERS	COMPENSATION	INS			738.04	COLLEGE	
	26	501-6230	WORKERS	COMPENSATION	INS			11,308.66	PARK	
	26	501-6230	WORKERS	COMPENSATION	INS			4,062.37	CEMETERY	
	37	501-6230	WORKERS	COMPENSATION	INS			20,212.60	SANITAITON	
	26	501-6230	WORKERS	COMPENSATION	INS			17,900.64	MUNICIPAL/TOWNSHIP	
	26	501-6230	WORKERS	COMPENSATION	INS			200.00	EXPENSE CONSTANT	
			REG. CHECK				1	188,421.00	188,421.00CR	0.00
								188,421.00	0.00	
01-014250 LEE'S COOLING & HEATING C										
I 30864647		AWOL HEATER REPAIR	AP	1/27/2023	R	1/21/2023		2,478.00	2,478.00CR	
		G/L ACCOUNT		CK: 077133				2,478.00		
	01	509-6802	A.W.O.L.					2,478.00	AWOL HEATER REPAIR	
			REG. CHECK				1	2,478.00	2,478.00CR	0.00
								2,478.00	0.00	
01-014400 LINNS AIR COOLED ENGINES LL										
I 391172		CHAIN SAW	AP	1/27/2023	R	11/05/2022		479.99	479.99CR	
		G/L ACCOUNT		CK: 077134				479.99		
	31	501-7490	OTHER SMALL TOOLS & EQUIPMENT					479.99	CHAIN SAW	
I 391828		LINE	AP	1/27/2023	R	10/29/2022		22.00	22.00CR	
		G/L ACCOUNT		CK: 077134				22.00		
	31	501-7690	OTHER OPERATIONAL SUPPLIES					22.00	LINE	
			REG. CHECK				1	501.99	501.99CR	0.00
								501.99	0.00	
01-016030 MONTGOMERY COUNTY										
I 01032023		INMATE HOUSING	AP	1/27/2023	R	2/02/2023		825.00	825.00CR	
		G/L ACCOUNT		CK: 077135				825.00		
	01	521-6970	PRISONER CARE					330.00	ROBERT FRAZIER	
	01	521-6970	PRISONER CARE					330.00	ANGIE REYES	
	01	521-6970	PRISONER CARE					110.00	BRIAN EYTCHESON	
	01	521-6970	PRISONER CARE					55.00	TRACY KENDREX	
			REG. CHECK				1	825.00	825.00CR	0.00
								825.00	0.00	

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01-020010 QUALITY MOTORS OF INDEPEN									
I 177623		UNIT 3	AP	1/27/2023	R	1/05/2023	364.68	364.68CR	
		G/L ACCOUNT		CK: 077136			364.68		
	01 521-6710	VEHICLE MAINTENANCE				364.68	UNIT 3		
I 177894		UNIT 1	AP	1/27/2023	R	1/29/2023	134.95	134.95CR	
		G/L ACCOUNT		CK: 077136			134.95		
	01 521-6710	VEHICLE MAINTENANCE				134.95	UNIT 1		
I 178162		UNIT 12	AP	1/27/2023	R	1/29/2023	465.22	465.22CR	
		G/L ACCOUNT		CK: 077136			465.22		
	01 521-6710	VEHICLE MAINTENANCE				465.22	UNIT 12		
I 178469		UNIT 12	AP	1/27/2023	R	2/11/2023	501.55	501.55CR	
		G/L ACCOUNT		CK: 077136			501.55		
	01 521-6710	VEHICLE MAINTENANCE				501.55	UNIT 12		
		REG. CHECK				1	1,466.40	1,466.40CR	0.00
							1,466.40	0.00	

01-022110 SAYERS ACE HARDWARE INC.									
I 057563		NUST/BOLTS/NAILS/BATTERY	AP	1/27/2023	R	12/03/2022	128.22	128.22CR	
		G/L ACCOUNT		CK: 077137			128.22		
	53 501-7180	OTHER BUILDING SUPPLIES				128.22	NUST/BOLTS/NAILS/BATTERY		
I 057952		GLOVES	AP	1/27/2023	R	1/06/2023	39.39	39.39CR	
		G/L ACCOUNT		CK: 077137			39.39		
	53 501-7180	OTHER BUILDING SUPPLIES				39.39	GLOVES		
I 230033		FINANCE CHARGE FOR ACCOUNT	AP	1/27/2023	R	1/24/2023	4.64	4.64CR	
		G/L ACCOUNT		CK: 077137			4.64		
	53 501-7180	OTHER BUILDING SUPPLIES				4.64	FINANCE CHARGE FOR ACCOUNT		
I FINCHARGE		FINANCE CHARGE	AP	1/27/2023	R	1/12/2023	0.96	0.96CR	
		G/L ACCOUNT		CK: 077137			0.96		
	56 501-7180	OTHER BUILDING SUPPLIES				0.96	FINANCE CHARGE		
I L57980		CEDAR POINT	AP	1/27/2023	R	1/07/2023	83.91	83.91CR	
		G/L ACCOUNT		CK: 077137			83.91		
	56 501-7180	OTHER BUILDING SUPPLIES				83.91	CEDAR POINT		
I L58048		BULBS/SPRAYPAINT/WALLPLATE	AP	1/27/2023	R	1/12/2023	32.95	32.95CR	
		G/L ACCOUNT		CK: 077137			32.95		
	56 501-7180	OTHER BUILDING SUPPLIES				32.95	BULBS/SPRAYPAINT/WALLPLATE		

PACKET: 26795 Regular Payments-01/27/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
			REG. CHECK			1	290.07 290.07	290.07CR 0.00	0.00
01-030108 INDEPENDENCE HOUSING									
I JAN 2023-BARRAGER	404 S EARL	AP	1/27/2023	R	1/01/2023		365.00	365.00CR	
	G/L ACCOUNT		CK: 077138				365.00		
	58 501-8706	TBRA #M-21-SG-20-0150				365.00	404 S EARL		
I JAN 2023-COLLINS	920 E CEDAR #3BR - J COLLIN	AP	1/27/2023	R	1/01/2023		89.00	89.00CR	
	G/L ACCOUNT		CK: 077138				89.00		
	58 501-8706	TBRA #M-21-SG-20-0150				89.00	920 E CEDAR #3BR - J COLLINS		
I JAN 2023-FOSTER	922 E COFFEYVILLE #C	AP	1/27/2023	R	1/01/2023		432.00	432.00CR	
	G/L ACCOUNT		CK: 077138				432.00		
	58 501-8706	TBRA #M-21-SG-20-0150				432.00	922 E COFFEYVILLE #C		
I JAN 2023-GOODMAN	1009 E CEDAR #A	AP	1/27/2023	R	1/01/2023		235.00	235.00CR	
	G/L ACCOUNT		CK: 077138				235.00		
	58 501-8706	TBRA #M-21-SG-20-0150				235.00	1009 E CEDAR #A		
I JAN 2023-HARRIS	1005 E CEDAR	AP	1/27/2023	R	1/01/2023		117.00	117.00CR	
	G/L ACCOUNT		CK: 077138				117.00		
	58 501-8706	TBRA #M-21-SG-20-0150				117.00	1005 E CEDAR		
I JAN 2023-JOHNSON	1008 E COFFEYVILLE #B	AP	1/27/2023	R	1/01/2023		18.00	18.00CR	
	G/L ACCOUNT		CK: 077138				18.00		
	58 501-8706	TBRA #M-21-SG-20-0150				18.00	1008 E COFFEYVILLE #B		
I JAN 2023-MOJICA	706 N 13TH ST	AP	1/27/2023	R	1/01/2023		298.00	298.00CR	
	G/L ACCOUNT		CK: 077138				298.00		
	58 501-8706	TBRA #M-21-SG-20-0150				298.00	706 N 13TH ST		
I JAN 2023-YORK	923 E CEDAR #A	AP	1/27/2023	R	1/01/2023		241.00	241.00CR	
	G/L ACCOUNT		CK: 077138				241.00		
	58 501-8706	TBRA #M-21-SG-20-0150				241.00	923 E CEDAR #A		
		REG. CHECK			1		1,795.00 1,795.00	1,795.00CR 0.00	0.00

01-033131 DERAILED COMMODITY

I I122547	ADHESIVE	AP	1/27/2023	R	12/17/2022		310.00	310.00CR	
	G/L ACCOUNT		CK: 077139				310.00		
	01 526-6590	OTHER BUILDING & GROUND MAINT				310.00	ADHESIVE		

PACKET: 26795 Regular Payments-01/27/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
				REG. CHECK		1		310.00	310.00CR	0.00
								310.00	0.00	

01-035182 JOHNSON CONTROLS FIRE PROTE

I 89425032	SERVICE CALL	AP	1/27/2023 R	12/29/2022		1,158.00		1,158.00CR		
	G/L ACCOUNT		CK: 077140			1,158.00				
01 509-6804	LIBRARY				1,158.00	SERVICE CALL				
				REG. CHECK		1		1,158.00	1,158.00CR	0.00
								1,158.00	0.00	

01-035354 BROWN'S SHOE FIT

I 756364	BOOT DEDUCT: COMPTON	AP	1/27/2023 R	12/17/2022		240.87		240.87CR		
	G/L ACCOUNT		CK: 077141			240.87				
33 2580	MISC PAYROLL PAYABLES				240.87	BOOT DEDUCT: COMPTON				
				REG. CHECK		1		240.87	240.87CR	0.00
								240.87	0.00	

01-035457 MIDWEST HOUSING EQUITY GROU

I INV6039	2022 MONITORING FEE	AP	1/27/2023 R	12/31/2022		3,551.00		3,551.00CR		
	G/L ACCOUNT		CK: 077142			3,551.00				
49 501-6491	ADMINISTRATIVE				3,551.00	2022 MONITORING FEE				
				REG. CHECK		1		3,551.00	3,551.00CR	0.00
								3,551.00	0.00	

01-035535 CDL ELECTRIC CO., INC.

I W79293	ISSUES WITH ELECTRICAL GATE	AP	1/27/2023 R	11/30/2022		452.00		452.00CR		
	G/L ACCOUNT		CK: 077143			452.00				
31 501-6590	OTHER BUILDING & GROUND MAINT				452.00	ISSUES WITH ELECTRICAL GATE				
				REG. CHECK		1		452.00	452.00CR	0.00
								452.00	0.00	

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-035618 KANSASLAND TIRE WHOLESale									
I 62419		TIRES	AP	1/27/2023	R	11/23/2022	770.12	770.12CR	
		G/L ACCOUNT		CK: 077144			770.12		
	01 521-7220	TIRES				770.12	TIRES		
				REG. CHECK		1	770.12	770.12CR	0.00
							770.12	0.00	

01-035770 EMC INSURANCE COMPANY									
I LA20-Z01756513		CLAIM PAYMENT	AP	1/27/2023	R	1/23/2023	85.00	85.00CR	
		G/L ACCOUNT		CK: 077145			85.00		
	01 509-6211	GENERAL LIABILITY				85.00	CLAIM PAYMENT		
				REG. CHECK		1	85.00	85.00CR	0.00
							85.00	0.00	

01-035913 WATERS HARDWARE									
I 11302022		FINANCE CHARGE	AP	1/27/2023	R	11/30/2022	37.20	37.20CR	
		G/L ACCOUNT		CK: 077146			37.20		
	53 501-7180	OTHER BUILDING SUPPLIES				37.20	FINANCE CHARGE		
I 12312022		FINANCE CHARGE	AP	1/27/2023	R	12/31/2022	2.22	2.22CR	
		G/L ACCOUNT		CK: 077146			2.22		
	53 501-7180	OTHER BUILDING SUPPLIES				2.22	FINANCE CHARGE		
I C121530		BLINDS	AP	1/27/2023	R	11/22/2022	61.54	61.54CR	
		G/L ACCOUNT		CK: 077146			61.54		
	53 501-7180	OTHER BUILDING SUPPLIES				61.54	BLINDS		
I C121702		CEILING FIXTURE	AP	1/27/2023	R	11/28/2022	133.98	133.98CR	
		G/L ACCOUNT		CK: 077146			133.98		
	53 501-7180	OTHER BUILDING SUPPLIES				133.98	CEILING FIXTURE		
I C121959		SMART FOAM/FAUCET	AP	1/27/2023	R	12/07/2022	150.91	150.91CR	
		G/L ACCOUNT		CK: 077146			150.91		
	56 501-7180	OTHER BUILDING SUPPLIES				150.91	SMART FOAM/FAUCET		
I C121966		MEAT SHREDDERS/BURGER PRESS	AP	1/27/2023	R	12/07/2022	25.98	25.98CR	
		G/L ACCOUNT		CK: 077146			25.98		
	53 501-7180	OTHER BUILDING SUPPLIES				25.98	MEAT SHREDDERS/BURGER PRESS		
I C122441		BULB/BOWL WASHER	AP	1/27/2023	R	12/21/2022	30.54	30.54CR	
		G/L ACCOUNT		CK: 077146			30.54		
	53 501-7180	OTHER BUILDING SUPPLIES				30.54	BULB/BOWL WASHER		

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I	C122495	SNOW SHOVEL/PUSHER	AP	1/27/2023	R	12/22/2022	77.98	77.98CR	
		G/L ACCOUNT		CK: 077146			77.98		
	53	501-7180	OTHER	BUILDING	SUPPLIES		77.98	SNOW SHOVEL/PUSHER	
I	D224570	CLOTHES HOOKS/SHELF	AP	1/27/2023	R	12/12/2022	24.56	24.56CR	
		G/L ACCOUNT		CK: 077146			24.56		
	53	501-7180	OTHER	BUILDING	SUPPLIES		24.56	CLOTHES HOOKS/SHELF	
I	D224675	DEADBOLT	AP	1/27/2023	R	12/14/2022	73.99	73.99CR	
		G/L ACCOUNT		CK: 077146			73.99		
	56	501-7180	OTHER	BUILDING	SUPPLIES		73.99	DEADBOLT	
				REG. CHECK			1	618.90	618.90CR
								618.90	0.00
01-036033 KANSAS ALCOHOLIC BEVERAGE C									
I	2022-2023	ALCOHOLIC BEVERAGE CONTROL	AP	1/27/2023	R	1/26/2023	350.00	350.00CR	
		G/L ACCOUNT		CK: 077147			350.00		
	01	511-7090	MISC	OFFICE	SUPPLIES		350.00	ALCOHOLIC BEVERAGE CONTROL	
				REG. CHECK			1	350.00	350.00CR
								350.00	0.00
01-036608 ONE STOP PACK N SHIP									
I	58470	POSTAGE	AP	1/27/2023	R	12/02/2022	13.56	13.56CR	
		G/L ACCOUNT		CK: 077148			13.56		
	01	526-7690	OTHER	OPERATIONAL	SUPPLIES		13.56	POSTAGE	
I	59793	POSTAGE	AP	1/27/2023	R	12/28/2022	32.70	32.70CR	
		G/L ACCOUNT		CK: 077148			32.70		
	01	526-7690	OTHER	OPERATIONAL	SUPPLIES		32.70	POSTAGE	
I	59876	POSTAGE FOR BAD DEBIT TO BU	AP	1/27/2023	R	1/09/2023	10.89	10.89CR	
		G/L ACCOUNT		CK: 077148			10.89		
	33	563-6010	POSTAGE				10.89	POSTAGE FOR BAD DEBIT TO BUTLE	
				REG. CHECK			1	57.15	57.15CR
								57.15	0.00

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-036725 G & W FOODS									
I	003010961709	WATER	AP	1/27/2023	R	12/09/2022	17.16	17.16CR	
		G/L ACCOUNT		CK: 077149			17.16		
	01 526-7690	OTHER OPERATIONAL SUPPLIES				17.16	WATER		
				REG. CHECK		1	17.16	17.16CR	0.00
							17.16	0.00	

01-037070 A TO Z THEATRICAL SUPPLY AN									
I	2300075	LIGHTING/REPAIRS	AP	1/27/2023	R	1/11/2023	563.90	563.90CR	
		G/L ACCOUNT		CK: 077150			563.90		
	01 547-6590	OTHER BUILDING & GROUND MAINT				563.90	LIGHTING/REPAIRS		
I	2300076	LIGHTING	AP	1/27/2023	R	1/11/2023	1,500.00	1,500.00CR	
		G/L ACCOUNT		CK: 077150			1,500.00		
	01 547-6590	OTHER BUILDING & GROUND MAINT				1,500.00	LIGHTING		
				REG. CHECK		1	2,063.90	2,063.90CR	0.00
							2,063.90	0.00	

01-037124 MONTGOMERY COUNTY-GIS DEPT									
I	01122023	EAGLE VIEW PICTOMETRY ANN B	AP	1/27/2023	R	1/12/2023	3,561.17	3,561.17CR	
		G/L ACCOUNT		CK: 077151			3,561.17		
	01 501-6490	OTHER PROFESSIONAL SERVICES				3,561.17	EAGLE VIEW PICTOMETRY ANN BILL		
				REG. CHECK		1	3,561.17	3,561.17CR	0.00
							3,561.17	0.00	

01-037126 AUTOZONE, INC									
I	1605187482	BATTERY CHARGER	AP	1/27/2023	R	12/16/2022	51.99	51.99CR	
		G/L ACCOUNT		CK: 077152			51.99		
	01 521-6710	VEHICLE MAINTENANCE				51.99	BATTERY CHARGER		
I	1605198071	SMALL TOOLS	AP	1/27/2023	R	1/11/2023	21.88	21.88CR	
		G/L ACCOUNT		CK: 077152			21.88		
	01 541-7490	OTHER SMALL TOOLS & EQUIPMENT				21.88	SMALL TOOLS		
				REG. CHECK		1	73.87	73.87CR	0.00
							73.87	0.00	

PACKET: 26795 Regular Payments-01/27/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-037405 THRYV									
I 610055824691		SE KANSAS	AP	1/27/2023	R	1/04/2023	15.42	15.42CR	
		G/L ACCOUNT		CK: 077153			15.42		
	31	501-7050		BOOKS & FILMS			15.42	SE KANSAS	
				REG. CHECK		1	15.42	15.42CR	0.00
							15.42	0.00	

01-037580 BLEACHER GEAR INC.									
I 2677		FUNDRAISER FOR ZOO	AP	1/27/2023	R	12/01/2022	3,325.50	3,325.50CR	
		G/L ACCOUNT		CK: 077154			3,325.50		
	40	501-8690		CAPITAL OUTLAY			3,325.50	FUNDRAISER FOR ZOO	
				REG. CHECK		1	3,325.50	3,325.50CR	0.00
							3,325.50	0.00	

01-037719 LABETTE HEALTH PHYSICIANS GR									
I 747871		EMPLOYMENT PHYSICAL	AP	1/27/2023	R	12/16/2022	5.00	5.00CR	
		G/L ACCOUNT		CK: 077155			5.00		
	31	501-6490		OTHER PROFESSIONAL SERVICES			5.00	EMPLOYMENT PHYSICAL	
				REG. CHECK		1	5.00	5.00CR	0.00
							5.00	0.00	

01-037768 BERNARD J. MOROSCO									
I 202301264149		BRENT HEUER TRAINING	AP	1/27/2023	R	1/14/2023	350.00	350.00CR	
		G/L ACCOUNT		CK: 077156			350.00		
	53	501-7180		OTHER BUILDING SUPPLIES			350.00	BRENT HEUER TRAINING	
I 202301264150		MATT HAGOOD TRAINING	AP	1/27/2023	R	1/14/2023	350.00	350.00CR	
		G/L ACCOUNT		CK: 077156			350.00		
	53	501-7180		OTHER BUILDING SUPPLIES			350.00	MATT HAGOOD TRAINING	
				REG. CHECK		1	700.00	700.00CR	0.00
							700.00	0.00	

PACKET: 26795 Regular Payments-01/27/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-037769 SHUFELDT PLUMBING										
I 15790		CITY HALL GAS LINE	AP	1/27/2023	R	11/07/2022		2,560.03	2,560.03CR	
		G/L ACCOUNT		CK: 077157				2,560.03		
	14	501-8692	CITY HALL /	FIRE-EMS PROJECT			2,560.03	CITY HALL GAS LINE		
				REG. CHECK			1	2,560.03	2,560.03CR	0.00
								2,560.03	0.00	

01-037770 DALE BELCHER										
I JAN 2023-HAYES		1012 N 6TH	AP	1/27/2023	R	1/01/2023		418.00	418.00CR	
		G/L ACCOUNT		CK: 077158				418.00		
	58	501-8706	TBRA #M-21-SG-20-0150				418.00	1012 N 6TH		
				REG. CHECK			1	418.00	418.00CR	0.00
								418.00	0.00	

PACKET: 26795 Regular Payments-01/27/2023

VENDOR SET: 01

===== R E P O R T T O T A L S =====

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	13,704.88CR
14	CITY PROJECTS	2,560.03CR
26	GF EMPLOYEE BENEFITS	131,750.12CR
31	AIRPORT	6,865.07CR
33	WATER/SEWER	32,358.33CR
37	SANITATION	20,212.60CR
40	SPECIAL PARK	3,325.50CR
49	MCKINLEY - OPERATING	6,742.58CR
53	HOUSING/PENN TERRACE	8,714.16CR
56	HOUSING/CEDAR POINT	362.72CR
58	HOUSING/TBRA	2,213.00CR
** TOTALS **		228,808.99CR

----- TYPE OF CHECK TOTALS -----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS		0.00	0.00	0.00
		0.00	0.00	
REG-CHECKS	32	228,808.99	228,808.99CR	0.00
		228,808.99	0.00	
EFT		0.00	0.00	0.00
		0.00	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS	32	228,808.99	228,808.99CR	0.00
		228,808.99	0.00	

ERRORS:

0

WARNINGS:

0

APPROPRIATIONS 2022

Accounts payable paid from January 27th through February 10th, 2023

Total: \$ 435,724.69

PACKET: 26806 FIRST OF THE MONTH

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-002100 A.W.O.L.									
I 022023-STATEMENT		FUNDING	AP	2/03/2023	E	2/01/2023	3,000.00	3,000.00CR	
		G/L ACCOUNT		CK: 002858			3,000.00		
	01	509-6802	A.W.O.L.			3,000.00	FUNDING		
			EFT			1	3,000.00	3,000.00CR	0.00
							3,000.00	0.00	

01-004497 JEFF CHUBB - C/O EMERT									
I 022023-STATEMENT		CITY ATTORNEY'S FEES	AP	2/03/2023	E	2/01/2023	5,460.00	5,460.00CR	
		G/L ACCOUNT		CK: 002859			5,460.00		
	01	501-6431	CITY ATTORNEY			5,460.00	CITY ATTORNEY'S FEES		
			EFT			1	5,460.00	5,460.00CR	0.00
							5,460.00	0.00	

01-011280 INDEPENDENCE RECREATION COM									
I 022023-STATEMENT		ASH ALLOTMENT	AP	2/03/2023	E	3/01/2023	2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 002860			2,000.00		
	44	501-6800	FUNDING TO EXT. ORGANIZATIONS			2,000.00	ASH ALLOTMENT		
			EFT			1	2,000.00	2,000.00CR	0.00
							2,000.00	0.00	

01-015680 MID CONTINENT BAND									
I 022023-STATEMENT		MONTHLY PAYMENT	AP	2/03/2023	E	2/01/2023	700.00	700.00CR	
		G/L ACCOUNT		CK: 002861			700.00		
	01	509-6803	MUNICIPAL BAND			700.00	MONTHLY PAYMENT		
			EFT			1	700.00	700.00CR	0.00
							700.00	0.00	

01-032485 KELLY C. PASSAUER									
I 022023-KPERSOGLI		KPERS OGLI REIMBURSEMENT	AP	2/03/2023	E	2/01/2023	39.20	39.20CR	
		G/L ACCOUNT		CK: 002863			39.20		
	26	501-5710	OTHER EMPLOYEE BENEFITS			39.20	KPERS OGLI REIMBURSEMENT		
			EFT			1	39.20	39.20CR	0.00
							39.20	0.00	

PACKET: 26806 FIRST OF THE MONTH

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-035721 EMERT CHUBB REYNOLDS LLC									
I	022023-STATEMENT	MUNICIPAL COURT PROSECUTOR	AP	2/03/2023	E	2/01/2023	3,184.48	3,184.48CR	
		G/L ACCOUNT		CK: 002862			3,184.48		
	01	502-6431	CITY JUDGE/PROSECUTOR			3,184.48	MUNICIPAL COURT PROSECUTOR		
			EFT			1	3,184.48	3,184.48CR	0.00
							3,184.48	0.00	

01-037363 JOSLYN M KUSIAK									
I	022023-STATEMENT	MUNICIPAL COURT JUDGE	AP	2/03/2023	E	2/01/2023	2,184.00	2,184.00CR	
		G/L ACCOUNT		CK: 002864			2,184.00		
	01	502-6431	CITY JUDGE/PROSECUTOR			2,184.00	MUNICIPAL COURT JUDGE		
			EFT			1	2,184.00	2,184.00CR	0.00
							2,184.00	0.00	

PACKET: 26806 FIRST OF THE MONTH

VENDOR SET: 01

===== R E P O R T T O T A L S =====

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	14,528.48CR
26	GF EMPLOYEE BENEFITS	39.20CR
44	SPECIAL PARK & RECREATION	2,000.00CR
** TOTALS **		16,567.68CR

----- TYPE OF CHECK TOTALS -----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS		0.00	0.00	0.00
		0.00	0.00	
REG-CHECKS		0.00	0.00	0.00
		0.00	0.00	
EFT	7	16,567.68	16,567.68CR	0.00
		16,567.68	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS	7	16,567.68	16,567.68CR	0.00
		16,567.68	0.00	

TOTAL CHECKS TO PRINT: 0

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ERRORS:

0

WARNINGS:

0

PACKET: 26805 FIRST OF THE MONTH-FEB 2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-011215 INDEPENDENCE MAIN STREET									
I 022023-STATEMENT		FUNDING FOR INDEP. MAIN STR AP		2/03/2023	R	2/01/2023	2,916.67	2,916.67CR	
		G/L ACCOUNT		CK: 077162			2,916.67		
	01 509-6805	MAIN STREET				2,916.67	FUNDING FOR INDEP. MAIN STR.		
			REG. CHECK			1	2,916.67	2,916.67CR	0.00
							2,916.67	0.00	

01-032735 INDEPENDENCE HISTORICAL									
I 022023-FUNDING		FUNDING	AP	2/03/2023	R	2/01/2023	1,416.67	1,416.67CR	
		G/L ACCOUNT		CK: 077163			1,416.67		
	01 509-6806	HISTORICAL MUSEUM				1,416.67	FUNDING		
			REG. CHECK			1	1,416.67	1,416.67CR	0.00
							1,416.67	0.00	

PACKET: 26805 FIRST OF THE MONTH-FEB 2023

VENDOR SET: 01

===== R E P O R T T O T A L S =====

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	4,333.34CR
** TOTALS **		4,333.34CR

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---- TYPE OF CHECK TOTALS ----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS		0.00	0.00	0.00
		0.00	0.00	
REG-CHECKS	2	4,333.34	4,333.34CR	0.00
		4,333.34	0.00	
EFT		0.00	0.00	0.00
		0.00	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS	2	4,333.34	4,333.34CR	0.00
		4,333.34	0.00	

ERRORS: 0 WARNINGS: 0

PACKET: 26823 EFT Payments-02/10/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-002510 ASHCRAFT TIRE COMPANY INC									
I 37931		TOWER 1	AP	2/10/2023	E	11/16/2022	162.62	162.62CR	
		G/L ACCOUNT		CK: 002865			162.62		
	01 526-6710	VEHICLE MAINTENANCE				162.62	TOWER 1		
I 38422		TOWER 1	AP	2/10/2023	E	11/16/2022	51.50	51.50CR	
		G/L ACCOUNT		CK: 002865			51.50		
	01 526-6710	VEHICLE MAINTENANCE				51.50	TOWER 1		
I 39522		TIRE UNIT 420	AP	2/10/2023	E	2/16/2023	46.35	46.35CR	
		G/L ACCOUNT		CK: 002865			46.35		
	33 562-7220	TIRES				46.35	TIRE UNIT 420		
I 39584		ATV TIRE MOUNT	AP	2/10/2023	E	2/17/2023	20.60	20.60CR	
		G/L ACCOUNT		CK: 002865			20.60		
	01 541-7310	EQUIPMENT PARTS				20.60	ATV TIRE MOUNT		
I 39625		UNIT 324	AP	2/10/2023	E	2/23/2023	75.19	75.19CR	
		G/L ACCOUNT		CK: 002865			75.19		
	01 526-6710	VEHICLE MAINTENANCE				75.19	UNIT 324		
I 39654		UNIT 601 FLAT	AP	2/10/2023	E	2/26/2023	84.98	84.98CR	
		G/L ACCOUNT		CK: 002865			84.98		
	37 501-7220	TIRES				84.98	UNIT 601 FLAT		
I 39689		UNIT 324 FLAT	AP	2/10/2023	E	3/02/2023	25.75	25.75CR	
		G/L ACCOUNT		CK: 002865			25.75		
	01 526-6710	VEHICLE MAINTENANCE				25.75	UNIT 324 FLAT		
I 39704		UNIT 406 TIRE REPAIR	AP	2/10/2023	E	3/03/2023	300.03	300.03CR	
		G/L ACCOUNT		CK: 002865			300.03		
	33 562-7220	TIRES				300.03	UNIT 406 TIRE REPAIR		
I 39732		UNIT 324	AP	2/10/2023	E	3/05/2023	94.76	94.76CR	
		G/L ACCOUNT		CK: 002865			94.76		
	01 526-6710	VEHICLE MAINTENANCE				94.76	UNIT 324		
		EFT				1	861.78	861.78CR	0.00
							861.78	0.00	

01-009330 GRAINGER									
I 9575956637		ICE MACHINE FOR SHOP	AP	2/10/2023	E	2/16/2023	3,627.02	3,627.02CR	
		G/L ACCOUNT		CK: 002866			3,627.02		
	33 562-6510	OTHER BUILDING & GROUND MAINT				3,627.02	ICE MACHINE FOR SHOP		

PACKET: 26823 EFT Payments-02/10/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
			EFT			1	3,627.02 3,627.02	3,627.02CR 0.00	0.00
01-010050 HACH COMPANY									
I 13416944		PAO STD SOLN	AP	2/10/2023	E	2/10/2023	597.95	597.95CR	
		G/L ACCOUNT		CK: 002867			597.95		
	33 561-7630	CHEMICALS				597.95	PAO STD SOLN		
			EFT			1	597.95 597.95	597.95CR 0.00	0.00
01-010440 HUGO'S INDUSTRIAL SUPPLY									
I 292308		CALENDARS	AP	2/10/2023	E	2/01/2023	63.65	63.65CR	
		G/L ACCOUNT		CK: 002868			63.65		
	53 501-6490	OTHER PROFESSIONAL SERVICES				63.65	CALENDARS		
I 292407		TONER/CALENDARS/NOTE PADS	AP	2/10/2023	E	2/03/2023	1,310.72	1,310.72CR	
		G/L ACCOUNT		CK: 002868			1,310.72		
	53 501-7180	OTHER BUILDING SUPPLIES				1,310.72	TONER/CALENDARS/NOTE PADS		
I 293115		TONER	AP	2/10/2023	E	2/17/2023	203.24	203.24CR	
		G/L ACCOUNT		CK: 002868			203.24		
	53 501-6490	OTHER PROFESSIONAL SERVICES				203.24	TONER		
			EFT			1	1,577.61 1,577.61	1,577.61CR 0.00	0.00
01-011200 INDEPENDENCE DAILY									
I 77859		3X5 EMT CLASS DISPLAY	AP	2/10/2023	E	2/03/2023	102.75	102.75CR	
		G/L ACCOUNT		CK: 002869			102.75		
	01 526-6490	OTHER PROFESSIONAL SERVICES				102.75	3X5 EMT CLASS DISPLAY		
I 77926		PETE'S CORP LEGAL NOTICE	AP	2/10/2023	E	2/02/2023	34.76	34.76CR	
		G/L ACCOUNT		CK: 002869			34.76		
	01 509-6930	LEGAL PUBLICATION				34.76	PETE'S CORP LEGAL NOTICE		
I 77927		RES 2022-072 LEGAL NOTICE	AP	2/10/2023	E	2/02/2023	50.56	50.56CR	
		G/L ACCOUNT		CK: 002869			50.56		
	01 509-6930	LEGAL PUBLICATION				50.56	RES 2022-072 LEGAL NOTICE		
I 77928		ORD 4420 LEGAL NOTICE	AP	2/10/2023	E	2/02/2023	22.12	22.12CR	
		G/L ACCOUNT		CK: 002869			22.12		
	01 509-6930	LEGAL PUBLICATION				22.12	ORD 4420 LEGAL NOTICE		

PACKET: 26823 EFT Payments-02/10/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 77929		ORD 4421 LEGAL NOTICE	AP	2/10/2023	E	2/02/2023	22.12	22.12CR	
		G/L ACCOUNT		CK: 002869			22.12		
	01 509-6930	LEGAL PUBLICATION				22.12	ORD 4421 LEGAL NOTICE		
I 77930		ORD 4425 LEGAL NOTICE	AP	2/10/2023	E	2/02/2023	25.28	25.28CR	
		G/L ACCOUNT		CK: 002869			25.28		
	01 509-6930	LEGAL PUBLICATION				25.28	ORD 4425 LEGAL NOTICE		
I 77931		ORD 4423 LEGAL NOTICE	AP	2/10/2023	E	2/02/2023	22.12	22.12CR	
		G/L ACCOUNT		CK: 002869			22.12		
	01 509-6930	LEGAL PUBLICATION				22.12	ORD 4423 LEGAL NOTICE		
I 77932		SUMMAR ORD 4424 LEGAL NOTIC	AP	2/10/2023	E	2/02/2023	12.64	12.64CR	
		G/L ACCOUNT		CK: 002869			12.64		
	01 509-6930	LEGAL PUBLICATION				12.64	SUMMAR ORD 4424 LEGAL NOTICE		
I 77934		CS#2023/ZA/02 LEGAL NOTICE	AP	2/10/2023	E	2/09/2023	28.44	28.44CR	
		G/L ACCOUNT		CK: 002869			28.44		
	01 509-6930	LEGAL PUBLICATION				28.44	CS#2023/ZA/02 LEGAL NOTICE		
I 77954		3X5 EMT CLASS DISPLAY	AP	2/10/2023	E	2/06/2023	102.75	102.75CR	
		G/L ACCOUNT		CK: 002869			102.75		
	01 526-6490	OTHER PROFESSIONAL SERVICES				102.75	3X5 EMT CLASS DISPLAY		
I 78021		CS# 2023/VAR/04 LEGAL NOTIC	AP	2/10/2023	E	2/12/2023	25.28	25.28CR	
		G/L ACCOUNT		CK: 002869			25.28		
	01 509-6930	LEGAL PUBLICATION				25.28	CS# 2023/VAR/04 LEGAL NOTICE		
I 78022		CS# 2023/CUP/02 LEGAL NOTIC	AP	2/10/2023	E	2/12/2023	31.60	31.60CR	
		G/L ACCOUNT		CK: 002869			31.60		
	01 509-6930	LEGAL PUBLICATION				31.60	CS# 2023/CUP/02 LEGAL NOTICE		
I 78316		INDY BUDGET LEGAL NOTICE	AP	2/10/2023	E	2/26/2023	170.64	170.64CR	
		G/L ACCOUNT		CK: 002869			170.64		
	01 509-6930	LEGAL PUBLICATION				170.64	INDY BUDGET LEGAL NOTICE		
		EFT				1	651.06	651.06CR	0.00
							651.06	0.00	

01-011215 INDEPENDENCE MAIN STREET									
I 0095		FUNDRAISER TABLE	AP	2/10/2023	E	3/02/2023	450.00	450.00CR	
		G/L ACCOUNT		CK: 002870			450.00		
	01 509-6805	MAIN STREET				450.00	FUNDRAISER TABLE		
		EFT				1	450.00	450.00CR	0.00
							450.00	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-019370 AIRGAS USA LLC.									
I 9133633936		OXYGEN	AP	2/10/2023	E	2/04/2023	216.99	216.99CR	
		G/L ACCOUNT		CK: 002871			216.99		
	01 526-7610	MEDICAL SUPPLIES				216.99	OXYGEN		
I 9133824924		OXYGEN	AP	2/10/2023	E	2/10/2023	162.87	162.87CR	
		G/L ACCOUNT		CK: 002871			162.87		
	01 526-7610	MEDICAL SUPPLIES				162.87	OXYGEN		
I 9134059152		OXYGEN	AP	2/10/2023	E	2/17/2023	280.47	280.47CR	
		G/L ACCOUNT		CK: 002871			280.47		
	01 526-7610	MEDICAL SUPPLIES				280.47	OXYGEN		
I 9134291406		OXYGEN	AP	2/10/2023	E	2/24/2023	104.65	104.65CR	
		G/L ACCOUNT		CK: 002871			104.65		
	01 526-7610	MEDICAL SUPPLIES				104.65	OXYGEN		
I 9134291407		OXYGEN	AP	2/10/2023	E	2/24/2023	140.97	140.97CR	
		G/L ACCOUNT		CK: 002871			140.97		
	01 526-7610	MEDICAL SUPPLIES				140.97	OXYGEN		
		EFT				1	905.95	905.95CR	0.00
							905.95	0.00	

01-021040 R.E. PEDROTTI CO., INC.									
I 13926		RELAY	AP	2/10/2023	E	2/12/2023	96.90	96.90CR	
		G/L ACCOUNT		CK: 002872			96.90		
	33 561-6490	OTHER PROFESSIONAL SERVICES				96.90	RELAY		
I 13943		WTP TROUBLESHOOT DIESEL PUM	AP	2/10/2023	E	2/16/2023	930.60	930.60CR	
		G/L ACCOUNT		CK: 002872			930.60		
	33 561-6490	OTHER PROFESSIONAL SERVICES				930.60	WTP TROUBLESHOOT DIESEL PUMP		
		EFT				1	1,027.50	1,027.50CR	0.00
							1,027.50	0.00	

01-021300 RESOURCE RECOVERY DIV 4392									
I 4392-000008420		LANDFILL	AP	2/10/2023	E	3/02/2023	12,537.53	12,537.53CR	
		G/L ACCOUNT		CK: 002873			12,537.53		
	37 501-6810	COUNTY LANDFILL				12,537.53	LANDFILL		
		EFT				1	12,537.53	12,537.53CR	0.00
							12,537.53	0.00	

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-024300 THOMPSON BROTHERS SUPPLIE									
I 842145		PLAZMA CUTTER FOR SHOP	AP	2/10/2023	E	2/11/2023	2,494.95	2,494.95CR	
		G/L ACCOUNT		CK: 002874			2,494.95		
	33 562-7490	OTHER SMALL TOOLS & EQUIPMENT				2,494.95	PLAZMA CUTTER FOR SHOP		
			EFT			1	2,494.95	2,494.95CR	0.00
							2,494.95	0.00	

01-027225 OIL PATCH PUMP & SUPPLY INC									
I 225731		GAUGE FOR UNIT 416	AP	2/10/2023	E	1/29/2023	72.50	72.50CR	
		G/L ACCOUNT		CK: 002875			72.50		
	33 565-6710	VEHICLE MAINTENANCE				72.50	GAUGE FOR UNIT 416		
			EFT			1	72.50	72.50CR	0.00
							72.50	0.00	

01-032041 KANSAS DEPARTMENT OF HEALTH									
I 01182023		PROJECT NO C20 1915-01	AP	2/10/2023	E	2/01/2023	97,966.48	97,966.48CR	
		G/L ACCOUNT		CK: 002876			97,966.48		
	33 563-8728	LOAN # C20-1915-01				97,966.48	PROJECT NO C20 1915-01		
			EFT			1	97,966.48	97,966.48CR	0.00
							97,966.48	0.00	

01-032095 FISHER, PATTERSON, SAYLER &									
I 101781		MISCELLANEOUS CITY MATTERS	AP	2/10/2023	E	1/23/2023	240.00	240.00CR	
		G/L ACCOUNT		CK: 002877			240.00		
	01 501-6430	LEGAL				240.00	MISCELLANEOUS CITY MATTERS		
			EFT			1	240.00	240.00CR	0.00
							240.00	0.00	

01-032474 KANSAS ONE-CALL SYSTEM, INC									
I 3010309		JANUARY 2023 LOCATES	AP	2/10/2023	E	1/31/2023	118.80	118.80CR	
		G/L ACCOUNT		CK: 002878			118.80		
	33 562-7750	MAINS & OTHER LINES				118.80	JANUARY 2023 LOCATES		
			EFT			1	118.80	118.80CR	0.00
							118.80	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-032696 UNITED RENTALS, INC.									
I 192877402-025		PUMP RENTAL	AP	2/10/2023	E	1/11/2023	4,408.42	4,408.42CR	
		G/L ACCOUNT		CK: 002879			4,408.42		
	33 565-7740	PUMP STATION EQUIPMENT				4,408.42	PUMP RENTAL		
			EFT			1	4,408.42	4,408.42CR	0.00
							4,408.42	0.00	

01-032859 PACE ANALYTICAL SERVICES,									
I 2360175919		ANALYTICAL SERVICES,	AP	2/10/2023	E	1/18/2023	759.50	759.50CR	
		G/L ACCOUNT		CK: 002880			759.50		
	33 564-6490	OTHER PROFESSIONAL SERVICES				759.50	ANALYTICAL SERVICES,		
I 2360176030		ANALYTICAL SERVICES,	AP	2/10/2023	E	1/20/2023	572.90	572.90CR	
		G/L ACCOUNT		CK: 002880			572.90		
	33 564-6490	OTHER PROFESSIONAL SERVICES				572.90	ANALYTICAL SERVICES,		
I 2360176431		ANALYTICAL SERVICES,	AP	2/10/2023	E	1/27/2023	300.10	300.10CR	
		G/L ACCOUNT		CK: 002880			300.10		
	33 561-6490	OTHER PROFESSIONAL SERVICES				300.10	ANALYTICAL SERVICES,		
			EFT			1	1,632.50	1,632.50CR	0.00
							1,632.50	0.00	

01-032898 STERICYCLE, INC.									
I 1000124034		SHREDDING	AP	2/10/2023	E	1/18/2023	176.06	176.06CR	
		G/L ACCOUNT		CK: 002881			176.06		
	01 509-6490	OTHER PROFESSIONAL SERVICES				176.06	SHREDDING		
I 100124034		SHREDDING	AP	2/10/2023	E	12/18/2022	161.06	161.06CR	
		G/L ACCOUNT		CK: 002881			161.06		
	01 509-6490	OTHER PROFESSIONAL SERVICES				161.06	SHREDDING		
I 3000831917		SHREDDING	AP	2/10/2023	E	12/31/2022	136.92	136.92CR	
		G/L ACCOUNT		CK: 002881			136.92		
	01 509-6490	OTHER PROFESSIONAL SERVICES				136.92	SHREDDING		
I 4011434879		MEDICAL WASTE END OF CONTRA	AP	2/10/2023	E	1/01/2023	5,790.10	5,790.10CR	
		G/L ACCOUNT		CK: 002881			5,790.10		
	01 526-6490	OTHER PROFESSIONAL SERVICES				5,790.10	MEDICAL WASTE END OF CONTRACT		
			EFT			1	6,264.14	6,264.14CR	0.00
							6,264.14	0.00	

PACKET: 26823 EFT Payments-02/10/2023

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-033027 CINTAS CORPORATION

I 5142133509		SAFETY/FIRST AID CHECK	AP	2/10/2023	E	1/24/2023	108.23	108.23CR	
		G/L ACCOUNT		CK: 002882			108.23		
33	561-7090	MISC OFFICE SUPPLIES				108.23	SAFETY/FIRST AID CHECK		
I 5142937806		SAFETY/FIRST AID CHECK	AP	2/10/2023	E	1/30/2023	355.85	355.85CR	
		G/L ACCOUNT		CK: 002882			355.85		
33	562-6510	OTHER BUILDING & GROUND MAINT				355.85	SAFETY/FIRST AID CHECK		
I 5142937845		SAFETY/FIRST AID CHECK	AP	2/10/2023	E	1/30/2023	222.76	222.76CR	
		G/L ACCOUNT		CK: 002882			222.76		
37	501-6590	OTHER BUILDING & GROUND MAINT				222.76	SAFETY/FIRST AID CHECK		
		EFT				1	686.84	686.84CR	0.00
							686.84	0.00	

01-033119 FASTENAL COMPANY

I KSIND56372		FITTINGS	AP	2/10/2023	E	1/19/2023	43.19	43.19CR	
		G/L ACCOUNT		CK: 002883			43.19		
33	561-6970	INTAKE MAINTENANCE				43.19	FITTINGS		
I KSIND56382		WATER FOR SHOP	AP	2/10/2023	E	1/19/2023	372.96	372.96CR	
		G/L ACCOUNT		CK: 002883			372.96		
37	501-7690	OTHER OPERATIONAL SUPPLIES				372.96	WATER FOR SHOP		
I KSIND56386		BOLTS FOR UNIT 605	AP	2/10/2023	E	1/20/2023	2.42	2.42CR	
		G/L ACCOUNT		CK: 002883			2.42		
37	501-6710	VEHICLE MAINTENANCE				2.42	BOLTS FOR UNIT 605		
I KSIND56430		FITTINGS	AP	2/10/2023	E	1/23/2023	53.70	53.70CR	
		G/L ACCOUNT		CK: 002883			53.70		
33	561-6970	INTAKE MAINTENANCE				53.70	FITTINGS		
I KSIND56514		CUT OFF WHEELS	AP	2/10/2023	E	1/30/2023	44.96	44.96CR	
		G/L ACCOUNT		CK: 002883			44.96		
33	562-7490	OTHER SMALL TOOLS & EQUIPMENT				44.96	CUT OFF WHEELS		
I KSIND56528		TOWELS	AP	2/10/2023	E	1/31/2023	59.55	59.55CR	
		G/L ACCOUNT		CK: 002883			59.55		
01	526-7100	CLEANING SUPPLIES				59.55	TOWELS		
I KSIND56542		UNTI 416 PARTS	AP	2/10/2023	E	2/01/2023	167.70	167.70CR	
		G/L ACCOUNT		CK: 002883			167.70		
33	565-6710	VEHICLE MAINTENANCE				167.70	UNTI 416 PARTS		

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			EFT			1	744.48 744.48	744.48CR 0.00	0.00

01-033187 GFS CHEMICALS, INC.

I CINV-111874	PATASSIUM IODIDE	AP	2/10/2023	E	2/01/2023		799.98	799.98CR	
	G/L ACCOUNT		CK: 002884				799.98		
33	561-7630	CHEMICALS				799.98	PATASSIUM IODIDE		
		EFT				1	799.98 799.98	799.98CR 0.00	0.00

01-033575 MODERN COPY SYSTEMS

I 55589	TONER	AP	2/10/2023	E	1/08/2023		277.21	277.21CR	
	G/L ACCOUNT		CK: 002885				277.21		
53	501-6490	OTHER PROFESSIONAL SERVICES				277.21	TONER		
		EFT				1	277.21 277.21	277.21CR 0.00	0.00

01-034221 CORE & MAIN

I S068979	MAIN PARTS	AP	2/10/2023	E	12/20/2022		5,753.90	5,753.90CR	
	G/L ACCOUNT		CK: 002886				5,753.90		
33	562-7750	MAINS & OTHER LINES				5,753.90	MAIN PARTS		
I S071433	REPAIR PARTS	AP	2/10/2023	E	1/06/2023		273.80	273.80CR	
	G/L ACCOUNT		CK: 002886				273.80		
33	562-7750	MAINS & OTHER LINES				273.80	REPAIR PARTS		
I S071598	DRESSER SLEEVES	AP	2/10/2023	E	1/06/2023		821.40	821.40CR	
	G/L ACCOUNT		CK: 002886				821.40		
33	562-7750	MAINS & OTHER LINES				821.40	DRESSER SLEEVES		
I S071701	MAIN PARTS	AP	2/10/2023	E	12/20/2022		90.00	90.00CR	
	G/L ACCOUNT		CK: 002886				90.00		
33	562-7750	MAINS & OTHER LINES				90.00	MAIN PARTS		
I S131862	DRESSER SLEEVES	AP	2/10/2023	E	1/06/2023		1,185.12	1,185.12CR	
	G/L ACCOUNT		CK: 002886				1,185.12		
33	562-7750	MAINS & OTHER LINES				1,185.12	DRESSER SLEEVES		
I S153945	REPAIR PARTS	AP	2/10/2023	E	1/06/2023		19,967.62	19,967.62CR	
	G/L ACCOUNT		CK: 002886				19,967.62		
33	562-7750	MAINS & OTHER LINES				19,967.62	REPAIR PARTS		

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I S153969		MAIN PARTS	AP	2/10/2023	E	1/12/2023	3,647.70	3,647.70CR	
		G/L ACCOUNT		CK: 002886			3,647.70		
	33 562-7750	MAINS & OTHER LINES				3,647.70	MAIN PARTS		
I S163511		REPAIR PARTS	AP	2/10/2023	E	1/06/2023	6,177.70	6,177.70CR	
		G/L ACCOUNT		CK: 002886			6,177.70		
	33 562-7750	MAINS & OTHER LINES				6,177.70	REPAIR PARTS		
		EFT				1	37,917.24	37,917.24CR	0.00
							37,917.24	0.00	
01-034515 TIDY WHITIE'S LAUNDROMAT									
I 1747		WASH AND FOLD	AP	2/10/2023	E	12/02/2022	49.52	49.52CR	
		G/L ACCOUNT		CK: 002887			49.52		
	01 547-7690	OTHER OPERATIONAL SUPPLIES				49.52	WASH AND FOLD		
I 1872		WASH AND FOLD	AP	2/10/2023	E	1/20/2023	43.32	43.32CR	
		G/L ACCOUNT		CK: 002887			43.32		
	01 547-7690	OTHER OPERATIONAL SUPPLIES				43.32	WASH AND FOLD		
I 1894		SHOP TOWELS WASH/FOLD	AP	2/10/2023	E	1/25/2023	14.50	14.50CR	
		G/L ACCOUNT		CK: 002887			14.50		
	33 561-6490	OTHER PROFESSIONAL SERVICES				14.50	SHOP TOWELS WASH/FOLD		
		EFT				1	107.34	107.34CR	0.00
							107.34	0.00	
01-034712 PRAIRIE FIRE COFFEE & ROAST									
I 1457020		COFFEE	AP	2/10/2023	E	1/18/2023	54.90	54.90CR	
		G/L ACCOUNT		CK: 002888			54.90		
	33 561-7090	MISC OFFICE SUPPLIES				54.90	COFFEE		
		EFT				1	54.90	54.90CR	0.00
							54.90	0.00	
01-034744 WOODS LUMBER COMPANY									
I 504450		MCKINNLEY	AP	2/10/2023	E	1/18/2023	47.53	47.53CR	
		G/L ACCOUNT		CK: 002889			47.53		
	53 501-7180	OTHER BUILDING SUPPLIES				47.53	MCKINNLEY		
I 504964		PENN TERRACE	AP	2/10/2023	E	1/23/2023	52.68	52.68CR	
		G/L ACCOUNT		CK: 002889			52.68		
	56 501-7180	OTHER BUILDING SUPPLIES				52.68	PENN TERRACE		

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I 505081		CPT	AP	2/10/2023	E	1/24/2023	1,580.23	1,580.23CR	
		G/L ACCOUNT		CK: 002889			1,580.23		
	53 501-7180	OTHER BUILDING SUPPLIES				1,580.23	CPT		
			EFT			1	1,680.44	1,680.44CR	0.00
							1,680.44	0.00	

01-034817 WASHER SPECIALTIES CO

I 20577864		PENN TERRACE	AP	2/10/2023	E	1/11/2023	120.59	120.59CR	
		G/L ACCOUNT		CK: 002890			120.59		
	53 501-7180	OTHER BUILDING SUPPLIES				120.59	PENN TERRACE		
			EFT			1	120.59	120.59CR	0.00
							120.59	0.00	

01-035070 D & F SERVICES, LLC

I 6142		DFLOC 4084	AP	2/10/2023	E	1/22/2023	41,383.44	41,383.44CR	
		G/L ACCOUNT		CK: 002891			41,383.44		
	33 561-7630	CHEMICALS				41,383.44	DFLOC 4084		
I 6152		CHLORINE DIOXIDE SYS RENTAL	AP	2/10/2023	E	1/30/2023	800.00	800.00CR	
		G/L ACCOUNT		CK: 002891			800.00		
	33 561-7630	CHEMICALS				800.00	CHLORINE DIOXIDE SYS RENTAL		
			EFT			1	42,183.44	42,183.44CR	0.00
							42,183.44	0.00	

01-035115 EXPRESS SERVICES, INC.

I 28478695-STATEMENT	EXPRESS EMPLOYMENT	AP	2/10/2023	E	1/11/2023	4,518.45	4,518.45CR		
	G/L ACCOUNT		CK: 002892			4,518.45			
	37 501-5011	EXPRESS EMPLOYMENT				2,812.87	GENERAL LABOR SANITAITON		
	33 562-5011	EXPRESS EMPLOYMENT				619.42	WATER/SEWER		
	01 545-5011	EXPRESS EMPLOYMENT				0.00	GENERAL LABOR CEMETERY		
	01 533-5011	EXPRESS EMPLOYMENT				0.00	GENERAL LABOR STREET		
	37 501-5011	EXPRESS EMPLOYMENT				1,086.16	SANITATION CDL DRIVER		
	01 533-5011	EXPRESS EMPLOYMENT				0.00	STREET DEPT CDL DRIVER		
	01 541-5011	EXPRESS EMPLOYMENT				0.00	PARK/ZOO SECRETARY		
	01 541-5011	EXPRESS EMPLOYMENT				0.00	SEASONAL PARK		
	01 533-5011	EXPRESS EMPLOYMENT				0.00	MOWING CREW-STREET DEPT		
	33 562-5011	EXPRESS EMPLOYMENT				0.00	WATER/SEWER CDL DRIVER		
I 28506874-STATEMENT	EXPRESS EMPLOYMENT	AP	2/10/2023	E	1/18/2023	3,211.12	3,211.12CR		
	G/L ACCOUNT		CK: 002892			3,211.12			
	37 501-5011	EXPRESS EMPLOYMENT				1,645.69	GENERAL LABOR SANITAITON		

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	33	562-5011	EXPRESS EMPLOYMENT			739.60	WATER/SEWER		
	01	545-5011	EXPRESS EMPLOYMENT			0.00	GENERAL LABOR CEMETERY		
	01	533-5011	EXPRESS EMPLOYMENT			0.00	GENERAL LABOR STREET		
	37	501-5011	EXPRESS EMPLOYMENT			825.83	SANITATION CDL DRIVER		
	01	533-5011	EXPRESS EMPLOYMENT			0.00	STREET DEPT CDL DRIVER		
	01	541-5011	EXPRESS EMPLOYMENT			0.00	PARK/ZOO SECRETARY		
	01	541-5011	EXPRESS EMPLOYMENT			0.00	SEASONAL PARK		
	01	533-5011	EXPRESS EMPLOYMENT			0.00	MOWING CREW-STREET DEPT		
	33	562-5011	EXPRESS EMPLOYMENT			0.00	WATER/SEWER CDL DRIVER		
I 28535678-STATEMENT	EXPRESS EMPLOYMENT	AP	2/10/2023	E	1/24/2023	3,615.97	3,615.97CR		
	G/L ACCOUNT	CK: 002892				3,615.97			
	37	501-5011	EXPRESS EMPLOYMENT			2,024.72	GENERAL LABOR SANITAITON		
	33	562-5011	EXPRESS EMPLOYMENT			628.66	WATER/SEWER		
	01	545-5011	EXPRESS EMPLOYMENT			0.00	GENERAL LABOR CEMETERY		
	01	533-5011	EXPRESS EMPLOYMENT			0.00	GENERAL LABOR STREET		
	37	501-5011	EXPRESS EMPLOYMENT			962.59	SANITATION CDL DRIVER		
	01	533-5011	EXPRESS EMPLOYMENT			0.00	STREET DEPT CDL DRIVER		
	01	541-5011	EXPRESS EMPLOYMENT			0.00	PARK/ZOO SECRETARY		
	01	541-5011	EXPRESS EMPLOYMENT			0.00	SEASONAL PARK		
	01	533-5011	EXPRESS EMPLOYMENT			0.00	MOWING CREW-STREET DEPT		
	33	562-5011	EXPRESS EMPLOYMENT			0.00	WATER/SEWER CDL DRIVER		
		EFT			1	11,345.54	11,345.54CR		0.00
						11,345.54	0.00		
01-035240 SE KANSAS REGIONAL PLANNING									
I 01232023	2023 SEKRPC MEMBERSHIP DUES	AP	2/10/2023	E	1/23/2023	50.00	50.00CR		
	G/L ACCOUNT	CK: 002893				50.00			
	01	509-6300	MEMBERSHIP DUES			50.00	2023 SEKRPC MEMBERSHIP DUES		
		EFT			1	50.00	50.00CR		0.00
						50.00	0.00		
01-035310 EDELMAN-LYON CO.									
I 18403	PENN TERRACE	AP	2/10/2023	E	2/02/2023	477.00	477.00CR		
	G/L ACCOUNT	CK: 002894				477.00			
	53	501-7180	OTHER BUILDING SUPPLIES			477.00	PENN TERRACE		
		EFT			1	477.00	477.00CR		0.00
						477.00	0.00		

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01-035503 NATIONAL SCREENING BUREAU									
I 2301153		PRE-EMPLOYEE BACKGROUND	AP	2/10/2023	E	2/01/2023	344.80	344.80CR	
		G/L ACCOUNT		CK: 002895			344.80		
	01	526-6470				47.80	JONATHAN MARTIN		
	33	561-6490				47.00	QUENTIN MYERS		
	01	526-6470				52.00	CALEB MYERS		
	01	526-6470				49.50	JIMMY BRADSHAW		
	01	526-6470				52.00	MITCHELL SIMPSON		
	33	564-6490				47.00	JOSHUA MADL		
	01	526-6470				49.50	CODY JOHNSON		
			EFT			1	344.80	344.80CR	0.00
							344.80	0.00	
01-035721 EMERT CHUBB REYNOLDS LLC									
I 5460		IHA V. NONA STEPHENS	AP	2/10/2023	E	12/21/2022	116.50	116.50CR	
		G/L ACCOUNT		CK: 002896			116.50		
	56	501-6490				116.50	IHA V. NONA STEPHENS		
I 5841		IHA V. ANTHONY STANSBURY	AP	2/10/2023	E	2/06/2023	477.00	477.00CR	
		G/L ACCOUNT		CK: 002896			477.00		
	49	501-6490				477.00	IHA V. ANTHONY STANSBURY		
			EFT			1	593.50	593.50CR	0.00
							593.50	0.00	
01-035789 1ST DUE									
I 23-4730		LEATHER STRUCTURE BOOTS	AP	2/10/2023	E	1/17/2023	675.75	675.75CR	
		G/L ACCOUNT		CK: 002897			675.75		
	01	526-7900				675.75	LEATHER STRUCTURE BOOTS		
I 23-4747		LEATHER STRUCTURE BOOTS	AP	2/10/2023	E	1/31/2023	346.08	346.08CR	
		G/L ACCOUNT		CK: 002897			346.08		
	01	526-7900				346.08	LEATHER STRUCTURE BOOTS		
I 23-4749		FIRE HELMETS	AP	2/10/2023	E	2/01/2023	989.82	989.82CR	
		G/L ACCOUNT		CK: 002897			989.82		
	01	526-7900				989.82	FIRE HELMETS		
			EFT			1	2,011.65	2,011.65CR	0.00
							2,011.65	0.00	

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01-035799 OMNI BILLING

I 12312022		DECEMER 22 AMBULANCE SERVIC	AP	2/10/2023	E	12/31/2022	4,435.24	4,435.24CR	
		G/L ACCOUNT		CK: 002898			4,435.24		
	01 526-6491	OMNI BILLING				4,435.24	DECEMER 22 AMBULANCE SERVICES		
I 1312023		JANUARY AMBULANCE SERVICES	AP	2/10/2023	E	2/01/2023	5,410.49	5,410.49CR	
		G/L ACCOUNT		CK: 002898			5,410.49		
	01 526-6491	OMNI BILLING				5,410.49	JANUARY AMBULANCE SERVICES		
		EFT				1	9,845.73	9,845.73CR	0.00
							9,845.73	0.00	

01-035900 ANE MAE'S COFFEE AND SANDWI

I 10259		LUNCH JANUARY 25TH	AP	2/10/2023	E	1/25/2023	119.20	119.20CR	
		G/L ACCOUNT		CK: 002899			119.20		
	01 501-6350	BUSINESS MEETINGS				119.20	LUNCH JANUARY 25TH		
I 10289		FEBRUARY 7TH LUNCH	AP	2/10/2023	E	2/07/2023	103.50	103.50CR	
		G/L ACCOUNT		CK: 002899			103.50		
	01 526-7690	OTHER OPERATIONAL SUPPLIES				103.50	FEBRUARY 7TH LUNCH		
		EFT				1	222.70	222.70CR	0.00
							222.70	0.00	

01-035980 HUBER & ASSOCIATES

I CW199764		ENTERPOL INTERFACE	AP	2/10/2023	E	1/19/2023	805.00	805.00CR	
		G/L ACCOUNT		CK: 002900			805.00		
	08 501-8690	PROJECT COST				805.00	ENTERPOL INTERFACE		
I CW199812		DOWNPAYMENT/ENTERPOL	AP	2/10/2023	E	1/20/2023	12,188.00	12,188.00CR	
		G/L ACCOUNT		CK: 002900			12,188.00		
	01 521-6490	OTHER PROFESSIONAL SERVICES				12,188.00	DOWNPAYMENT/ENTERPOL		
		EFT				1	12,993.00	12,993.00CR	0.00
							12,993.00	0.00	

01-035995 RED EQUIPMENT, LLC.

I 2876		UNIT 416 PARTS	AP	2/10/2023	E	1/13/2023	408.42	408.42CR	
		G/L ACCOUNT		CK: 002901			408.42		
	33 565-6710	VEHICLE MAINTENANCE				408.42	UNIT 416 PARTS		

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I 2897		UNIT 416 PARTS	AP	2/10/2023	E	1/26/2023	1,641.35	1,641.35CR	
		G/L ACCOUNT		CK: 002901			1,641.35		
	33 565-6710	VEHICLE MAINTENANCE				1,641.35	UNIT 416 PARTS		
			EFT			1	2,049.77	2,049.77CR	0.00
							2,049.77	0.00	

01-036137 ROMANS OUTDOOR POWER									
I 100-1001699		2018 RTV TIRES	AP	2/10/2023	E	1/18/2023	700.27	700.27CR	
		G/L ACCOUNT		CK: 002902			700.27		
	01 541-7310	EQUIPMENT PARTS				700.27	2018 RTV TIRES		
			EFT			1	700.27	700.27CR	0.00
							700.27	0.00	

01-036233 HAWKINS INC.									
I 6383772		HYDROCHLORIC ACID	AP	2/10/2023	E	1/18/2023	596.59	596.59CR	
		G/L ACCOUNT		CK: 002903			596.59		
	33 561-7630	CHEMICALS				596.59	HYDROCHLORIC ACID		
I 6383773		CHLORINE CYLINDER	AP	2/10/2023	E	1/18/2023	3,564.24	3,564.24CR	
		G/L ACCOUNT		CK: 002903			3,564.24		
	33 561-7630	CHEMICALS				3,564.24	CHLORINE CYLINDER		
			EFT			1	4,160.83	4,160.83CR	0.00
							4,160.83	0.00	

01-036349 D & A ELECTRICAL SYSTEMS, L									
I 230002		MEMORIAL HALL MONTHLY SECUR	AP	2/10/2023	E	1/08/2023	52.50	52.50CR	
		G/L ACCOUNT		CK: 002904			52.50		
	01 547-6490	OTHER PROFESSIONAL SERVICES				52.50	MEMORIAL HALL MONTHLY SECURITY		
I 230029		TENNIS CLUB HOUSE	AP	2/10/2023	E	1/08/2023	59.85	59.85CR	
		G/L ACCOUNT		CK: 002904			59.85		
	01 541-6490	OTHER PROFESSIONAL SERVICES				59.85	TENNIS CLUB HOUSE		
			EFT			1	112.35	112.35CR	0.00
							112.35	0.00	

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01-036665 JOANNE L SMITH									
I	JANUARY 2023	PUBLIC RELATIONS	AP	2/10/2023	E	2/01/2023	2,296.24	2,296.24CR	
		G/L ACCOUNT		CK: 002905			2,296.24		
	01	509-6490	OTHER PROFESSIONAL SERVICES			2,296.24	PUBLIC RELATIONS		
			EFT			1	2,296.24	2,296.24CR	0.00
							2,296.24	0.00	

01-036694 SCHULTE SUPPLY									
I	S1194865.001	METERS	AP	2/10/2023	E	1/06/2023	132.00	132.00CR	
		G/L ACCOUNT		CK: 002906			132.00		
	33	562-7780	METERS			132.00	METERS		
I	S1194865.002	METERS	AP	2/10/2023	E	1/06/2023	5,148.00	5,148.00CR	
		G/L ACCOUNT		CK: 002906			5,148.00		
	33	562-7780	METERS			5,148.00	METERS		
			EFT			1	5,280.00	5,280.00CR	0.00
							5,280.00	0.00	

01-036790 LIFE-ASSIST, INC									
I	1284191	MEDICAL SUPPLIES	AP	2/10/2023	E	1/12/2023	480.80	480.80CR	
		G/L ACCOUNT		CK: 002907			480.80		
	01	526-7610	MEDICAL SUPPLIES			210.00	STANDARD BEDDING KITS		
	01	526-7610	MEDICAL SUPPLIES			270.80	PEDI-SELECT COLLAR		
I	1286566	MEDICAL SUPPLIES	AP	2/10/2023	E	1/19/2023	375.90	375.90CR	
		G/L ACCOUNT		CK: 002907			375.90		
	01	526-7610	MEDICAL SUPPLIES			73.40	BOUGIE-TO-GO ET TUBE		
	01	526-7610	MEDICAL SUPPLIES			302.50	ELECTRODE		
I	1287155	MEDICAL SUPPLIES	AP	2/10/2023	E	1/23/2023	338.50	338.50CR	
		G/L ACCOUNT		CK: 002907			338.50		
	01	526-7610	MEDICAL SUPPLIES			338.50	STIFNECK ADJUSTABLE COLLAR		
			EFT			1	1,195.20	1,195.20CR	0.00
							1,195.20	0.00	

PACKET: 26823 EFT Payments-02/10/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-036883 LABETTE HEALTH									
I 4		TRAVIS MODESITT WAGES	AP	2/10/2023	E	1/12/2023	957.36	957.36CR	
		G/L ACCOUNT		CK: 002908			957.36		
	01 526-5010	SALARIES				957.36	TRAVIS MODESITT WAGES		
			EFT			1	957.36	957.36CR	0.00
							957.36	0.00	

01-036891 QUANTEM LABORATORIES									
I 250372		106 N 8TH ST	AP	2/10/2023	E	12/14/2022	149.50	149.50CR	
		G/L ACCOUNT		CK: 002909			149.50		
	01 527-6490	OTHER PROFESSIONAL SERVICES				149.50	106 N 8TH ST		
			EFT			1	149.50	149.50CR	0.00
							149.50	0.00	

01-036981 MONTGOMERY COUNTY RWD #2									
I JANUARY 2023		JANUARY 2023 METER READINGS	AP	2/10/2023	E	2/01/2023	48.00	48.00CR	
		G/L ACCOUNT		CK: 002910			48.00		
	33 563-6490	OTHER PROFESSIONAL SERVICES				48.00	JANUARY 2023 METER READINGS		
			EFT			1	48.00	48.00CR	0.00
							48.00	0.00	

01-036995 TANNER									
I SIN035070		LEADERSHIP RETREAT 2022	AP	2/10/2023	E	1/25/2023	4,063.04	4,063.04CR	
		G/L ACCOUNT		CK: 002911			4,063.04		
	01 501-6490	OTHER PROFESSIONAL SERVICES				4,063.04	LEADERSHIP RETREAT 2022		
			EFT			1	4,063.04	4,063.04CR	0.00
							4,063.04	0.00	

01-037078 NATIONAL INDUSTRIAL & SAFET									
I 30927		GLOVES FOR UNIT 416	AP	2/10/2023	E	2/01/2023	1,437.12	1,437.12CR	
		G/L ACCOUNT		CK: 002912			1,437.12		
	33 565-7690	OTHER OPERATIONAL SUPPLIES				1,437.12	GLOVES FOR UNIT 416		
			EFT			1	1,437.12	1,437.12CR	0.00
							1,437.12	0.00	

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-037094 ENVISIO SOLUTIONS INC.									
I 131411		ENVISIO SOLUTIONS INC.	AP	2/10/2023	E	1/26/2023	5,771.70	5,771.70CR	
		G/L ACCOUNT		CK: 002913			5,771.70		
	01 509-6490	OTHER PROFESSIONAL SERVICES				5,771.70	ENVISIO SOLUTIONS INC.		
			EFT			1	5,771.70	5,771.70CR	0.00
							5,771.70	0.00	

01-037139 FLEET FUELS, LLC									
I 119639		AIRPORT	AP	2/10/2023	E	2/03/2023	949.62	949.62CR	
		G/L ACCOUNT		CK: 002914			949.62		
	31 501-7640	DIESEL FUEL				949.62	AIRPORT		
I 119644		CEMETERY	AP	2/10/2023	E	1/23/2023	734.00	734.00CR	
		G/L ACCOUNT		CK: 002914			734.00		
	01 545-7640	DIESEL FUEL				734.00	CEMETERY		
I 82828		CITY VAN	AP	2/10/2023	E	1/13/2023	35.44	35.44CR	
		G/L ACCOUNT		CK: 002914			35.44		
	01 509-6710	VEHICLE MAINTENANCE				35.44	CITY VAN		
I 82833		POLICE	AP	2/10/2023	E	1/13/2023	527.31	527.31CR	
		G/L ACCOUNT		CK: 002914			527.31		
	01 521-7200	GASOLINE				527.31	POLICE		
I 82836		STREET	AP	2/10/2023	E	1/13/2023	519.36	519.36CR	
		G/L ACCOUNT		CK: 002914			519.36		
	01 533-7200	GASOLINE				133.85	STREET		
	01 533-7640	DIESEL FUEL				385.51	STREET		
I 82842		SANITATION	AP	2/10/2023	E	1/13/2023	1,407.57	1,407.57CR	
		G/L ACCOUNT		CK: 002914			1,407.57		
	37 501-7200	GASOLINE				95.80	SANITATION		
	37 501-7640	DIESEL FUEL				1,311.77	SANITATION		
I 82848		PARK DEPT	AP	2/10/2023	E	1/13/2023	74.06	74.06CR	
		G/L ACCOUNT		CK: 002914			74.06		
	01 541-7200	GASOLINE				74.06	PARK DEPT		
I 82858		FIRE/EMS	AP	2/10/2023	E	1/13/2023	909.04	909.04CR	
		G/L ACCOUNT		CK: 002914			909.04		
	01 526-7640	DIESEL FUEL				396.33	FIRE/EMS		
	01 526-7200	GASOLINE				512.71	FIRE/EMS		
I 82904		SEWER COLLECTION	AP	2/10/2023	E	1/13/2023	197.91	197.91CR	
		G/L ACCOUNT		CK: 002914			197.91		
	33 562-7640	DIESEL FUEL				197.91	SEWER COLLECTION		

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 82970		WATER/SEWER ADMIN	AP	2/10/2023	E	1/13/2023	150.55	150.55CR	
		G/L ACCOUNT		CK: 002914			150.55		
	33 563-7200	GASOLINE				150.55	WATER/SEWER ADMIN		
I 82971		WATER DISTRIBUTION	AP	2/10/2023	E	1/13/2023	170.31	170.31CR	
		G/L ACCOUNT		CK: 002914			170.31		
	33 562-7640	DIESEL FUEL				66.62	WATER DISTRIBUTION		
	33 562-7200	GASOLINE				103.69	WATER DISTRIBUTION		
I 82976		SEWER TREATMENT	AP	2/10/2023	E	1/13/2023	83.24	83.24CR	
		G/L ACCOUNT		CK: 002914			83.24		
	33 564-7200	GASOLINE				83.24	SEWER TREATMENT		
I 83115		SEWER COLLECTION	AP	2/10/2023	E	1/20/2023	458.85	458.85CR	
		G/L ACCOUNT		CK: 002914			458.85		
	33 562-7640	DIESEL FUEL				458.85	SEWER COLLECTION		
I 83123		WATER DISTRIBUTION	AP	2/10/2023	E	1/20/2023	106.18	106.18CR	
		G/L ACCOUNT		CK: 002914			106.18		
	33 562-7640	DIESEL FUEL				65.85	WATER DISTRIBUTION		
	33 562-7200	GASOLINE				40.33	WATER DISTRIBUTION		
I 83125		POLICE	AP	2/10/2023	E	1/20/2023	306.31	306.31CR	
		G/L ACCOUNT		CK: 002914			306.31		
	01 521-7200	GASOLINE				306.31	POLICE		
I 83127		STREET	AP	2/10/2023	E	1/20/2023	412.67	412.67CR	
		G/L ACCOUNT		CK: 002914			412.67		
	01 533-7640	DIESEL FUEL				251.44	STREET		
	01 533-7200	GASOLINE				161.23	STREET		
I 83140		PUBLIC SAFETY DIRECTOR	AP	2/10/2023	E	1/20/2023	49.24	49.24CR	
		G/L ACCOUNT		CK: 002914			49.24		
	01 526-7200	GASOLINE				49.24	PUBLIC SAFETY DIRECTOR		
I 83154		FIRE/EMS	AP	2/10/2023	E	1/20/2023	736.47	736.47CR	
		G/L ACCOUNT		CK: 002914			736.47		
	01 526-7640	DIESEL FUEL				335.09	FIRE/EMS		
	01 526-7200	GASOLINE				401.38	FIRE/EMS		
I 83189		SANITATION	AP	2/10/2023	E	1/20/2023	749.48	749.48CR	
		G/L ACCOUNT		CK: 002914			749.48		
	37 501-7640	DIESEL FUEL				749.48	SANITATION		
I 83230		WATER TREATMENT	AP	2/10/2023	E	1/20/2023	73.39	73.39CR	
		G/L ACCOUNT		CK: 002914			73.39		
	33 561-7200	GASOLINE				73.39	WATER TREATMENT		

VENDOR SEQUENCE										
VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING	
I 83249		PARK DEPT	AP	2/10/2023	E	1/20/2023	30.46	30.46CR		
		G/L ACCOUNT		CK: 002914			30.46			
	01 541-7200	GASOLINE				30.46	PARK DEPT			
I 83333		STREET	AP	2/10/2023	E	1/27/2023	695.22	695.22CR		
		G/L ACCOUNT		CK: 002914			695.22			
	01 533-7640	DIESEL FUEL				378.86	STREET			
	01 533-7200	GASOLINE				316.36	STREET			
I 83334		PUBLIC SAFETY DIRECTOR	AP	2/10/2023	E	1/27/2023	50.28	50.28CR		
		G/L ACCOUNT		CK: 002914			50.28			
	01 526-7200	GASOLINE				50.28	PUBLIC SAFETY DIRECTOR			
I 83351		FIRE/EMS	AP	2/10/2023	E	1/27/2023	536.76	536.76CR		
		G/L ACCOUNT		CK: 002914			536.76			
	01 526-7640	DIESEL FUEL				275.92	FIRE/EMS			
	01 526-7200	GASOLINE				260.84	FIRE/EMS			
I 83354		POLICE	AP	2/10/2023	E	1/27/2023	556.03	556.03CR		
		G/L ACCOUNT		CK: 002914			556.03			
	01 521-7200	GASOLINE				556.03	POLICE			
I 83355		SANITAITON	AP	2/10/2023	E	1/27/2023	1,257.63	1,257.63CR		
		G/L ACCOUNT		CK: 002914			1,257.63			
	37 501-7640	DIESEL FUEL				1,257.63	SANITAITON			
I 83360		WATER/SEWER ADMIN	AP	2/10/2023	E	1/27/2023	208.93	208.93CR		
		G/L ACCOUNT		CK: 002914			208.93			
	33 563-7200	GASOLINE				208.93	WATER/SEWER ADMIN			
I 83400		WATER DISTRIBUTION	AP	2/10/2023	E	1/27/2023	399.72	399.72CR		
		G/L ACCOUNT		CK: 002914			399.72			
	33 562-7200	GASOLINE				157.76	WATER DISTRIBUTION			
	33 562-7640	DIESEL FUEL				241.96	WATER DISTRIBUTION			
I 83445		CEMETERY	AP	2/10/2023	E	1/27/2023	87.84	87.84CR		
		G/L ACCOUNT		CK: 002914			87.84			
	01 545-7200	GASOLINE				87.84	CEMETERY			
I 83447		WATER TREATMENT	AP	2/10/2023	E	1/27/2023	46.58	46.58CR		
		G/L ACCOUNT		CK: 002914			46.58			
	33 561-7200	GASOLINE				46.58	WATER TREATMENT			
I 83465		SEWER COLLECTION	AP	2/10/2023	E	1/27/2023	187.69	187.69CR		
		G/L ACCOUNT		CK: 002914			187.69			
	33 562-7640	DIESEL FUEL				187.69	SEWER COLLECTION			
I 83467		SEWER TREATMENT	AP	2/10/2023	E	1/27/2023	92.56	92.56CR		
		G/L ACCOUNT		CK: 002914			92.56			
	33 564-7200	GASOLINE				92.56	SEWER TREATMENT			

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 83493		PARK DEPT	AP	2/10/2023	E	1/27/2023	34.36	34.36CR	
		G/L ACCOUNT		CK: 002914			34.36		
	01 541-7200	GASOLINE				34.36	PARK DEPT		
I 83580		PUBLIC SAFETY DIRECTOR	AP	2/10/2023	E	2/03/2023	23.59	23.59CR	
		G/L ACCOUNT		CK: 002914			23.59		
	01 526-7200	GASOLINE				24.37	PUBLIC SAFETY DIRECTOR		
	01 526-7200	GASOLINE				0.78	CREARLY PAYMENT DISCOUNT		
I 83586		PARK DEPT	AP	2/10/2023	E	2/03/2023	35.36	35.36CR	
		G/L ACCOUNT		CK: 002914			35.36		
	01 541-7200	GASOLINE				36.53	PARK DEPT		
	01 541-7200	GASOLINE				1.17	CREARLY PAYMENT DISCOUNT		
I 83597		FIRE/EMS	AP	2/10/2023	E	2/03/2023	570.75	570.75CR	
		G/L ACCOUNT		CK: 002914			570.75		
	01 526-7200	GASOLINE				186.00	FIRE/EMS		
	01 526-7640	DIESEL FUEL				400.35	FIRE/EMS		
	01 526-7640	DIESEL FUEL				15.60	CREARLY PAYMENT DISCOUNT		
I 83598		WATER DISTRIBUTION	AP	2/10/2023	E	2/03/2023	261.49	261.49CR	
		G/L ACCOUNT		CK: 002914			261.49		
	33 562-7200	GASOLINE				270.16	WATER DISTRIBUTION		
	33 562-7200	GASOLINE				8.67	CREARLY PAYMENT DISCOUNT		
I 83611		SANITATION	AP	2/10/2023	E	2/03/2023	1,266.65	1,266.65CR	
		G/L ACCOUNT		CK: 002914			1,266.65		
	37 501-7640	DIESEL FUEL				1,297.46	SANITATION		
	37 501-7640	DIESEL FUEL				30.81	CREARLY PAYMENT DISCOUNT		
I 83613		POLICE	AP	2/10/2023	E	2/03/2023	653.18	653.18CR	
		G/L ACCOUNT		CK: 002914			653.18		
	01 521-7200	GASOLINE				674.84	POLICE		
	01 521-7200	GASOLINE				21.66	CREARLY PAYMENT DISCOUNT		
I 83616		STREET	AP	2/10/2023	E	2/03/2023	627.78	627.78CR	
		G/L ACCOUNT		CK: 002914			627.78		
	01 533-7200	GASOLINE				172.95	STREET		
	01 533-7640	DIESEL FUEL				471.73	STREET		
	01 533-7640	DIESEL FUEL				16.90	CREARLY PAYMENT DISCOUNT		
I 83642		HOUSING	AP	2/10/2023	E	2/03/2023	131.57	131.57CR	
		G/L ACCOUNT		CK: 002914			131.57		
	53 501-7200	GASOLINE				135.38	HOUSING		
	53 501-7200	GASOLINE				3.81	CREARLY PAYMENT DISCOUNT		
I 83651		CITY VAN	AP	2/10/2023	E	2/03/2023	41.49	41.49CR	
		G/L ACCOUNT		CK: 002914			41.49		
	01 509-6710	VEHICLE MAINTENANCE				42.87	CITY VAN		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
	01	509-6710	VEHICLE MAINTENANCE				1.38	CREARLY PAYMENT DISCOUNT	
I 83665		WATER/SEWER ADMIN	AP	2/10/2023	E	2/03/2023	106.42	106.42	CR
		G/L ACCOUNT		CK: 002914			106.42		
	33	563-7200	GASOLINE				109.95	WATER/SEWER ADMIN	
	33	563-7200	GASOLINE				3.53	CREARLY PAYMENT DISCOUNT	
I 83732		WATER TREATMENT	AP	2/10/2023	E	2/03/2023	76.79	76.79	CR
		G/L ACCOUNT		CK: 002914			76.79		
	33	561-7200	GASOLINE				79.34	WATER TREATMENT	
	33	561-7200	GASOLINE				2.55	CREARLY PAYMENT DISCOUNT	
			EFT			1	16,630.13	16,630.13	CR 0.00
							16,630.13	0.00	
01-037217 MALLORY SAFETY AND SUPPLY,									
I 5539547		MENS SHIRT	AP	2/10/2023	E	1/27/2023	134.72	134.72	CR
		G/L ACCOUNT		CK: 002915			134.72		
	01	521-7900	UNIFORMS				134.72	MENS SHIRT	
			EFT			1	134.72	134.72	CR 0.00
							134.72	0.00	
01-037528 UTILITY REVIEW CONSULTANTS,									
I 120470		SALES TAX EXEMPTION RETURN	AP	2/10/2023	E	2/03/2023	67.59	67.59	CR
		G/L ACCOUNT		CK: 002916			67.59		
	53	501-6490	OTHER PROFESSIONAL SERVICES				67.59	SALES TAX EXEMPTION RETURN	
			EFT			1	67.59	67.59	CR 0.00
							67.59	0.00	
01-037632 CHASE PEST CONTROL II, LLC									
I 35412		PENN TERRACE PEST CONTROL	AP	2/10/2023	E	12/21/2022	400.00	400.00	CR
		G/L ACCOUNT		CK: 002917			400.00		
	53	501-6490	OTHER PROFESSIONAL SERVICES				400.00	PENN TERRACE PEST CONTROL	
I 35413		HOUSING AUTHORITY PEST CONT	AP	2/10/2023	E	12/21/2022	100.00	100.00	CR
		G/L ACCOUNT		CK: 002917			100.00		
	56	501-6490	OTHER PROFESSIONAL SERVICES				100.00	HOUSING AUTHORITY PEST CONTROL	
I 35569		PENN TERRACE PEST CONTROL	AP	2/10/2023	E	1/18/2023	400.00	400.00	CR
		G/L ACCOUNT		CK: 002917			400.00		
	53	501-6490	OTHER PROFESSIONAL SERVICES				400.00	PENN TERRACE PEST CONTROL	

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VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 35570		MCKINLEY PEST CONTROL	AP	2/10/2023	E	1/18/2023	250.00	250.00CR	
		G/L ACCOUNT		CK: 002917			250.00		
	49 501-6490	OTHER PROFESSIONAL SERVICES				250.00	MCKINLEY PEST CONTROL		
			EFT			1	1,150.00	1,150.00CR	0.00
							1,150.00	0.00	

01-037639 O'BRYAN AUTOMOTIVE REPAIR									
I 37633		UNIT 604 REPAIRS	AP	2/10/2023	E	1/31/2023	67,708.33	67,708.33CR	
		G/L ACCOUNT		CK: 002918			67,708.33		
	37 501-6710	VEHICLE MAINTENANCE				67,708.33	UNIT 604 REPAIRS		
I 37745		UNIT 609 REPAIR	AP	2/10/2023	E	12/21/2022	1,722.45	1,722.45CR	
		G/L ACCOUNT		CK: 002918			1,722.45		
	37 501-6710	VEHICLE MAINTENANCE				1,722.45	UNIT 609 REPAIR		
I 37746		UNIT 602 SERVICE	AP	2/10/2023	E	12/21/2022	165.33	165.33CR	
		G/L ACCOUNT		CK: 002918			165.33		
	37 501-6710	VEHICLE MAINTENANCE				165.33	UNIT 602 SERVICE		
I 37942		UNIT 609	AP	2/10/2023	E	2/03/2023	706.71	706.71CR	
		G/L ACCOUNT		CK: 002918			706.71		
	37 501-6710	VEHICLE MAINTENANCE				706.71	UNIT 609		
			EFT			1	70,302.82	70,302.82CR	0.00
							70,302.82	0.00	

01-037661 S & J CLEANING									
I 02062023		02/02-02/09	AP	2/10/2023	E	2/06/2023	800.00	800.00CR	
		G/L ACCOUNT		CK: 002920			800.00		
	01 548-6492	JANITORIAL SERVICES				800.00	02/02-02/09		
			EFT			1	800.00	800.00CR	0.00
							800.00	0.00	

01-037759 NEW DEAL DEICING									
C 010323E		DEICER	AP	2/10/2023	E	1/03/2023	3,170.41CR	3,170.41	
		G/L ACCOUNT		CK: 002919			3,170.41CR		
	31 501-7690	OTHER OPERATIONAL SUPPLIES				3,170.41CR	DEICER		
I 010323E		AIRFIELD DEICER	AP	2/10/2023	E	1/03/2023	3,170.41	3,170.41CR	
		G/L ACCOUNT		CK: 002919			3,170.41		
	31 501-7690	OTHER OPERATIONAL SUPPLIES				3,170.41	AIRFIELD DEICER		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DISC	DT DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
			EFT				1	0.00 0.00	0.00 0.00	0.00

**WARN: Vendor Total = 0. Not added to ACH file.

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===== R E P O R T T O T A L S =====

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	58,090.22CR
08	E-911 - NEW	805.00CR
31	AIRPORT	949.62CR
33	WATER/SEWER	211,714.20CR
37	SANITATION	97,562.66CR
49	MCKINLEY - OPERATING	727.00CR
53	HOUSING/PENN TERRACE	5,079.33CR
56	HOUSING/CEDAR POINT	269.18CR
** TOTALS **		375,197.21CR

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---- TYPE OF CHECK TOTALS ----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS		0.00	0.00	0.00
		0.00	0.00	
REG-CHECKS		0.00	0.00	0.00
		0.00	0.00	
EFT	56	375,197.21	375,197.21CR	0.00
		375,197.21	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS	56	375,197.21	375,197.21CR	0.00
		375,197.21	0.00	

TOTAL CHECKS TO PRINT: 0

ERRORS: 0 WARNINGS: 1

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-004611 CITY ATTORNEYS ASSOCIATION									
I 4622		2023 MEMBERSHIP DUES	AP	2/10/2023	R	2/26/2023	35.00	35.00CR	
		G/L ACCOUNT		CK: 077166			35.00		
	01	509-6430	LEGAL			35.00	2023 MEMBERSHIP DUES		
				REG. CHECK		1	35.00	35.00CR	0.00
							35.00	0.00	

01-004640 CITY OF INDEP-PETTY CASH									
I JANUARY 2023		BEATRIZ VALDEZ	AP	2/10/2023	R	2/05/2023	800.00	800.00CR	
		G/L ACCOUNT		CK: 077167			800.00		
	01	409-4996	REIMBURSEMENTS			800.00	BEATRIZ VALDEZ		
				REG. CHECK		1	800.00	800.00CR	0.00
							800.00	0.00	

01-004645 CITY OF INDEPENDENCE									
I 02082023-STATEMENT		HOUSING WATER BILL	AP	2/10/2023	R	3/02/2023	6,647.28	6,647.28CR	
		G/L ACCOUNT		CK: 077168			6,647.28		
	49	501-6111	WATER			183.36	922 COFFEYVILLE		
	49	501-6111	WATER			107.45	1002 COFFEYVILLE-	1004	
	49	501-6111	WATER			160.89	1008 COFFEYVILLE		
	49	501-6111	WATER			209.85	923 E CEDAR		
	49	501-6111	WATER			165.09	1003 E CEDAR-1005		
	49	501-6111	WATER			114.30	1009 E CEDAR		
	56	501-6111	WATER			142.50	AUT912 COFFEYVILLE		
	56	501-6111	WATER			206.07	AUT920 E CEDAR		
	56	501-6111	WATER			123.83	AUT916 E CEDAR		
	56	501-6111	WATER			183.44	AUT915 E EDISON		
	54	501-6111	WATER			81.10	AUT917 E WALNUT		
	54	501-6111	WATER			82.56	AUT921 E WALNUT		
	54	501-6111	WATER			68.24	AUT1013 E WALNUT		
	54	501-6111	WATER			85.59	AUT1017 E WALNUT		
	54	501-6111	WATER			67.68	AUT309 CEMENT		
	54	501-6111	WATER			73.62	AUT313 CEMENT		
	55	501-6111	WATER			103.24	404 EARL		
	55	501-6111	WATER			108.83	408 EARL		
	53	501-6111	WATER			4,220.92	401 S PENN		
	57	501-6111	WATER			89.61	408 S 8TH		
	64	501-6111	WATER			69.11	129 S 19TH		
				REG. CHECK		1	6,647.28	6,647.28CR	0.00
							6,647.28	0.00	

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-006250 PHARHAM BAKERY, INC. (DAYLI									
I 0013		DONUTS/CAJUN PIES	AP	2/10/2023	R	2/25/2023	19.70	19.70CR	
		G/L ACCOUNT		CK: 077169			19.70		
	01 526-7690	OTHER OPERATIONAL SUPPLIES				19.70	DONUTS/CAJUN PIES		
				REG. CHECK		1	19.70	19.70CR	0.00
							19.70	0.00	

01-008014 CLAYTON FARLOW									
I 255		1014 N 10TH ST	AP	2/10/2023	H	2/28/2023	1,500.00	1,500.00CR	
		G/L ACCOUNT		CK: 077164			1,500.00		
	25 501-8696	SEWER COST SHARE GRANT				1,500.00	1014 N 10TH ST		
				HAND CHECKS		1	1,500.00	1,500.00CR	0.00
							1,500.00	0.00	

01-009050 GALLS AN ARAMARK CO., LLC									
I 023172807		UNIFORM SHIRT	AP	2/10/2023	R	2/08/2023	54.99	54.99CR	
		G/L ACCOUNT		CK: 077170			54.99		
	01 526-7900	UNIFORMS				54.99	UNIFORM SHIRT		
I 023215193		BOOTS-REYES	AP	2/10/2023	R	2/11/2023	163.19	163.19CR	
		G/L ACCOUNT		CK: 077170			163.19		
	01 2580	MISCELLANEOUS PAYROLL PAYABLE				163.19	BOOTS-REYES		
I 023385168		NAME PLATE-WALLIS	AP	2/10/2023	R	3/01/2023	17.81	17.81CR	
		G/L ACCOUNT		CK: 077170			17.81		
	01 526-7900	UNIFORMS				17.81	NAME PLATE-WALLIS		
				REG. CHECK		1	235.99	235.99CR	0.00
							235.99	0.00	

01-013235 KANSAS MUNICIPAL JUDGES ASS									
I KMJA 2023		KANSAS MUNICIPAL JUDGES ASS	AP	2/10/2023	R	3/03/2023	25.00	25.00CR	
		G/L ACCOUNT		CK: 077171			25.00		
	01 502-6490	OTHER PROFESSIONAL SERVICES				25.00	KANSAS MUNICIPAL JUDGES ASSOCI		
				REG. CHECK		1	25.00	25.00CR	0.00
							25.00	0.00	

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-014400 LINNS AIR COOLED ENGINES LL									
I 391228		BAR OIL	AP	2/10/2023	R	3/03/2023	18.50	18.50CR	
		G/L ACCOUNT		CK: 077172			18.50		
	33 562-6720	OTHER EQUIPMENT MAINTENANCE					18.50	BAR OIL	
I 391229		CHAIN/SPROCKET	AP	2/10/2023	R	3/03/2023	50.00	50.00CR	
		G/L ACCOUNT		CK: 077172			50.00		
	33 562-6720	OTHER EQUIPMENT MAINTENANCE					50.00	CHAIN/SPROCKET	
				REG. CHECK		1	68.50	68.50CR	0.00
							68.50	0.00	

01-018120 O'REILLY AUTO PARTS									
I 0154-108408		UNV HANGER/MOTOR OIL	AP	2/10/2023	R	2/19/2023	42.43	42.43CR	
		G/L ACCOUNT		CK: 077173			42.43		
	01 526-6710	VEHICLE MAINTENANCE					42.43	UNV HANGER/MOTOR OIL	
I 0154-109093		MINI BULB	AP	2/10/2023	R	2/23/2023	3.86	3.86CR	
		G/L ACCOUNT		CK: 077173			3.86		
	01 526-6710	VEHICLE MAINTENANCE					3.86	MINI BULB	
I 0154-109159		OIL FILTER FOR UNIT 416	AP	2/10/2023	R	2/24/2023	84.14	84.14CR	
		G/L ACCOUNT		CK: 077173			84.14		
	33 565-6710	VEHICLE MAINTENANCE					84.14	OIL FILTER FOR UNIT 416	
I 0154-109161		OIL FILTER UNIT 406	AP	2/10/2023	R	2/24/2023	42.59	42.59CR	
		G/L ACCOUNT		CK: 077173			42.59		
	33 562-6710	VEHICLE MAINTENANCE					42.59	OIL FILTER UNIT 406	
I 0154-109297		SCRAPER/RAZOR BLADES	AP	2/10/2023	R	2/25/2023	26.98	26.98CR	
		G/L ACCOUNT		CK: 077173			26.98		
	57 501-7180	OTHER BUILDING SUPPLIES					26.98	SCRAPER/RAZOR BLADES	
I 0154-109913		OIL AND STOP LEAK	AP	2/10/2023	R	3/01/2023	78.87	78.87CR	
		G/L ACCOUNT		CK: 077173			78.87		
	33 562-6710	VEHICLE MAINTENANCE					78.87	OIL AND STOP LEAK	
I 0154-109946		UNIT 416 AIR LINE	AP	2/10/2023	R	3/01/2023	46.52	46.52CR	
		G/L ACCOUNT		CK: 077173			46.52		
	33 565-6710	VEHICLE MAINTENANCE					46.52	UNIT 416 AIR LINE	
I 0154-109976		SHUT OFF VALVE/GASKET/LED L	AP	2/10/2023	R	3/01/2023	44.47	44.47CR	
		G/L ACCOUNT		CK: 077173			44.47		
	01 526-6710	VEHICLE MAINTENANCE					44.47	SHUT OFF VALVE/GASKET/LED LIGH	

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I 0154-109998		O'REILLY AUTO PARTS	AP	2/10/2023	R	3/01/2023	3.99	3.99CR	
		G/L ACCOUNT		CK: 077173			3.99		
	01 526-6710	VEHICLE MAINTENANCE					3.99	CARB CLEANER	
I 0154-110018		AIR LINE UNIT 416	AP	2/10/2023	R	3/02/2023	62.10	62.10CR	
		G/L ACCOUNT		CK: 077173			62.10		
	33 565-6710	VEHICLE MAINTENANCE					62.10	AIR LINE UNIT 416	
I 0154-110209		BATTERY/ANTIFREEZE	AP	2/10/2023	R	3/03/2023	39.97	39.97CR	
		G/L ACCOUNT		CK: 077173			39.97		
	01 526-6710	VEHICLE MAINTENANCE					39.97	BATTERY/ANTIFREEZE	
I 0154-110362		USB WALL CHARGER	AP	2/10/2023	R	3/04/2023	29.98	29.98CR	
		G/L ACCOUNT		CK: 077173			29.98		
	53 501-7180	OTHER BUILDING SUPPLIES					29.98	USB WALL CHARGER	
I 0154-110577		CLEANER	AP	2/10/2023	R	3/05/2023	14.99	14.99CR	
		G/L ACCOUNT		CK: 077173			14.99		
	01 526-6710	VEHICLE MAINTENANCE					14.99	CLEANER	
		REG. CHECK					1	520.89	520.89CR 0.00
								520.89	0.00
01-020010 QUALITY MOTORS OF INDEPEN									
I 178309		UNIT 103	AP	2/10/2023	R	3/03/2023	19.95	19.95CR	
		G/L ACCOUNT		CK: 077175			19.95		
	01 526-6710	VEHICLE MAINTENANCE					19.95	UNIT 103	
I 178600		MEDIC 5	AP	2/10/2023	R	2/19/2023	299.96	299.96CR	
		G/L ACCOUNT		CK: 077175			299.96		
	01 526-6710	VEHICLE MAINTENANCE					299.96	MEDIC 5	
		REG. CHECK					1	319.91	319.91CR 0.00
								319.91	0.00
01-022110 SAYERS ACE HARDWARE INC.									
I 058244		BATTERIES	AP	2/10/2023	R	1/27/2023	47.97	47.97CR	
		G/L ACCOUNT		CK: 077176			47.97		
	56 501-7180	OTHER BUILDING SUPPLIES					47.97	BATTERIES	
I 058329		PENN TERRACE SHOP	AP	2/10/2023	R	2/03/2023	1,125.25	1,125.25CR	
		G/L ACCOUNT		CK: 077176			1,125.25		
	53 501-7180	OTHER BUILDING SUPPLIES					1,125.25	PENN TERRACE SHOP	

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I 951510		FINANCE CHARGE	AP	2/10/2023	R	2/24/2023	2.29	2.29CR	
		G/L ACCOUNT		CK: 077176			2.29		
	56	501-7180	OTHER	BUILDING	SUPPLIES		2.29	FINANCE CHARGE	
I 951514		FINANCE CHARGE	AP	2/10/2023	R	2/24/2023	1.99	1.99CR	
		G/L ACCOUNT		CK: 077176			1.99		
	53	501-7180	OTHER	BUILDING	SUPPLIES		1.99	FINANCE CHARGE	
I K68358		921 WALNUT	AP	2/10/2023	R	2/05/2023	5.59	5.59CR	
		G/L ACCOUNT		CK: 077176			5.59		
	56	501-7180	OTHER	BUILDING	SUPPLIES		5.59	921 WALNUT	
I L58267		PENN TERRACE	AP	2/10/2023	R	1/28/2023	47.96	47.96CR	
		G/L ACCOUNT		CK: 077176			47.96		
	53	501-7180	OTHER	BUILDING	SUPPLIES		47.96	PENN TERRACE	
I L58524		MCKINLEY	AP	2/10/2023	R	2/17/2023	37.53	37.53CR	
		G/L ACCOUNT		CK: 077176			37.53		
	49	501-7180	OTHER	BUILDING	SUPPLIES		37.53	MCKINLEY	
				REG. CHECK		1	1,268.58	1,268.58CR	0.00
							1,268.58	0.00	

01-032078 CPR PEST MANAGEMENT, INC.									
I 36503		IHA PEST CONTROL	AP	2/10/2023	R	2/08/2023	55.00	55.00CR	
		G/L ACCOUNT		CK: 077177			55.00		
	51	501-6490	OTHER	PROFESSIONAL	SERVICES		55.00	IHA PEST CONTROL	
I 36504		IHA PEST CONTROL	AP	2/10/2023	R	2/08/2023	55.00	55.00CR	
		G/L ACCOUNT		CK: 077177			55.00		
	51	501-6490	OTHER	PROFESSIONAL	SERVICES		55.00	IHA PEST CONTROL	
I 36505		IHA PEST CONTROL	AP	2/10/2023	R	2/08/2023	55.00	55.00CR	
		G/L ACCOUNT		CK: 077177			55.00		
	57	501-6490	OTHER	PROFESSIONAL	SERVICES		55.00	IHA PEST CONTROL	
				REG. CHECK		1	165.00	165.00CR	0.00
							165.00	0.00	

01-032159 CJ'S THREADS									
I 22126		TACTICAL PANTS/SHIRTS-MYERS	AP	2/10/2023	R	1/30/2023	153.90	153.90CR	
		G/L ACCOUNT		CK: 077178			153.90		
	01	526-7900	UNIFORMS				153.90	TACTICAL PANTS/SHIRTS-MYERS	

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I 22133		TACTICAL PANTS/SHITS-A.COOK AP		2/10/2023 R		1/30/2023	150.90	150.90CR	
		G/L ACCOUNT		CK: 077178			150.90		
	01 526-7900	UNIFORMS				150.90	TACTICAL PANTS/SHITS-A.COOK		
I 22134		TACTICAL PANTS/SHIRTS-SUTTO AP		2/10/2023 R		1/30/2023	83.90	83.90CR	
		G/L ACCOUNT		CK: 077178			83.90		
	01 526-7900	UNIFORMS				83.90	TACTICAL PANTS/SHIRTS-SUTTON		
I 22135		SHIRTS W/LOGOS-WALLIS AP		2/10/2023 R		1/30/2023	64.00	64.00CR	
		G/L ACCOUNT		CK: 077178			64.00		
	01 526-7900	UNIFORMS				64.00	SHIRTS W/LOGOS-WALLIS		
I 22136		TACTICAL PANTS/SHIRTS-JOHNS AP		2/10/2023 R		1/30/2023	149.90	149.90CR	
		G/L ACCOUNT		CK: 077178			149.90		
	01 526-7900	UNIFORMS				149.90	TACTICAL PANTS/SHIRTS-JOHNSON		
I 22137		TACTICAL PANTS/SHIRTS-SIMPS AP		2/10/2023 R		1/30/2023	149.90	149.90CR	
		G/L ACCOUNT		CK: 077178			149.90		
	01 526-7900	UNIFORMS				149.90	TACTICAL PANTS/SHIRTS-SIMPSON		
				REG. CHECK		1	752.50	752.50CR	0.00
							752.50	0.00	

01-032182 SOUTHEAST KANSAS ASSOC.									
I 2023 DUES		2023 MEBERSHIP DUES AP		2/10/2023 R		2/08/2023	75.00	75.00CR	
		G/L ACCOUNT		CK: 077179			75.00		
	01 526-6300	MEMBERSHIP DUES				75.00	2023 MEBERSHIP DUES		
				REG. CHECK		1	75.00	75.00CR	0.00
							75.00	0.00	

01-033131 DERAILED COMMODITY									
I I122547-FNC		FINANCE CHARGE AP		2/10/2023 R		1/31/2023	4.65	4.65CR	
		G/L ACCOUNT		CK: 077180			4.65		
	01 547-6590	OTHER BUILDING & GROUND MAINT				4.65	FINANCE CHARGE		
				REG. CHECK		1	4.65	4.65CR	0.00
							4.65	0.00	

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01-033182 LAKELAND OFFICE SYSTEMS,									
I	IN462543	MONTHLY SERVICE AGREEMENT	AP	2/10/2023	R	12/01/2022	75.46	75.46CR	
		G/L ACCOUNT		CK: 077181			75.46		
	01	521-6700		OFFICE EQUIPMENT MAINTENANCE			75.46	MONTHLY SERVICE AGREEMENT	
				REG. CHECK		1	75.46	75.46CR	0.00
							75.46	0.00	

01-033214 K-TECH, LLC									
I	2401	MONITORING SERVICES	AP	2/10/2023	R	1/01/2023	225.29	225.29CR	
		G/L ACCOUNT		CK: 077182			225.29		
	01	509-6804		LIBRARY			225.29	MONITORING SERVICES	
				REG. CHECK		1	225.29	225.29CR	0.00
							225.29	0.00	

01-033317 WALMART COM - AP									
I	7SGV4710B8VZ	CUTLERY/WATER	AP	2/10/2023	R	1/07/2023	86.58	86.58CR	
		G/L ACCOUNT		CK: 077183			86.58		
	01	521-7690		OTHER OPERATIONAL SUPPLIES			86.58	CUTLERY/WATER	
				REG. CHECK		1	86.58	86.58CR	0.00
							86.58	0.00	

01-033732 QUEST DIAGNOSTICS									
I	9202373071	PRE EMPP DRUG SCREENING	AP	2/10/2023	R	1/26/2023	224.70	224.70CR	
		G/L ACCOUNT		CK: 077184			224.70		
	01	526-6470		PRE-EMPLOYMENT SERVICES & TEST		54.30	JIMMY BRADSHAW		
	01	526-6470		PRE-EMPLOYMENT SERVICES & TEST		54.30	MITCHEL SIMPSON		
	01	526-6470		PRE-EMPLOYMENT SERVICES & TEST		30.90	CODY JOHNSON		
	01	526-6470		PRE-EMPLOYMENT SERVICES & TEST		30.90	CALEB MYERS		
	01	526-6470		PRE-EMPLOYMENT SERVICES & TEST		54.30	DUSTIN CARAWAY		
				REG. CHECK		1	224.70	224.70CR	0.00
							224.70	0.00	

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01-034075 J. P. COOKE COMPANY									
I 765874		CITY DOG TAGS	AP	2/10/2023	R	2/02/2023	157.95	157.95CR	
		G/L ACCOUNT		CK: 077185			157.95		
	01 522-6490	OTHER PROFESSIONAL SERVICES				157.95	CITY DOG TAGS		
				REG. CHECK		1	157.95	157.95CR	0.00
							157.95	0.00	

01-034390 ZIMMERMAN ELECTRIC									
I 107396		WATER TREATMENT PLANT	AP	2/10/2023	R	1/24/2023	1,273.03	1,273.03CR	
		G/L ACCOUNT		CK: 077186			1,273.03		
	33 561-7700	PLANT MACHINERY & EQUIPMENT				1,273.03	WATER TREATMENT PLANT		
				REG. CHECK		1	1,273.03	1,273.03CR	0.00
							1,273.03	0.00	

01-034716 IMAGE TREND, INC.									
I 140414		SITE LICENSE ANNUAL FEE	AP	2/10/2023	R	1/24/2023	1,200.00	1,200.00CR	
		G/L ACCOUNT		CK: 077187			1,200.00		
	01 526-6490	OTHER PROFESSIONAL SERVICES				1,200.00	SITE LICENSE ANNUAL FEE		
I 140653		ANNUAL FEE	AP	2/10/2023	R	2/01/2023	1,125.51	1,125.51CR	
		G/L ACCOUNT		CK: 077187			1,125.51		
	01 526-6490	OTHER PROFESSIONAL SERVICES				1,125.51	ANNUAL FEE		
				REG. CHECK		1	2,325.51	2,325.51CR	0.00
							2,325.51	0.00	

01-034827 NEWKIRK, DENNIS & BUCKLES									
I 642057		INCREASING VALUE FIRE/EMS B	AP	2/10/2023	R	1/30/2023	1,782.00	1,782.00CR	
		G/L ACCOUNT		CK: 077188			1,782.00		
	01 509-6200	PROPERTY INSURANCE				1,782.00	INCREASING VALUE FIRE/EMS BLDG		
				REG. CHECK		1	1,782.00	1,782.00CR	0.00
							1,782.00	0.00	

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01-034904 GOOD NEWS PUBLISHING									
I 53595		EMT JOB FAIR	AP	2/10/2023	R	1/04/2023	149.70	149.70CR	
		G/L ACCOUNT		CK: 077189			149.70		
	01 526-6490	OTHER PROFESSIONAL SERVICES				149.70	EMT JOB FAIR		
				REG. CHECK		1	149.70	149.70CR	0.00
							149.70	0.00	

01-035129 CITY OF INDEPENDENCE									
I 202302084153		POLICE POSTAGE	AP	2/10/2023	R	2/03/2023	21.25	21.25CR	
		G/L ACCOUNT		CK: 077190			21.25		
	01 521-6010	POSTAGE				21.25	POLICE POSTAGE		
I 202302084154		POLICE POSTAGE	AP	2/10/2023	R	2/03/2023	8.76	8.76CR	
		G/L ACCOUNT		CK: 077190			8.76		
	01 521-6010	POSTAGE				8.76	POLICE POSTAGE		
				REG. CHECK		1	30.01	30.01CR	0.00
							30.01	0.00	

01-035268 MEGA LLC									
I 1152		BULK DUMPSTERS AND DIRT	AP	2/10/2023	R	1/13/2023	4,850.00	4,850.00CR	
		G/L ACCOUNT		CK: 077191			4,850.00		
	37 501-6490	OTHER PROFESSIONAL SERVICES				4,850.00	BULK DUMPSTERS AND DIRT		
				REG. CHECK		1	4,850.00	4,850.00CR	0.00
							4,850.00	0.00	

01-035618 KANSASLAND TIRE WHOLESALE									
I 66311		CODE ENFORCEMENT TRUCK	AP	2/10/2023	R	1/31/2023	276.52	276.52CR	
		G/L ACCOUNT		CK: 077192			276.52		
	01 526-6710	VEHICLE MAINTENANCE				276.52	CODE ENFORCEMENT TRUCK		
				REG. CHECK		1	276.52	276.52CR	0.00
							276.52	0.00	

PACKET: 26824 Regular Payments-02/10/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-035748 FIRE X INC.

I 12462735		ANNUAL FIRE EXTINGUISHER IN AP		2/10/2023 R	1/20/2023	315.50	315.50CR	
		G/L ACCOUNT		CK: 077193		315.50		
	01 547-7690	OTHER OPERATIONAL SUPPLIES				315.50	ANNUAL FIRE EXTINGUISHER INSPE	

I 12462766		FIRE EXTINGUISHER RECHARGE AP		2/10/2023 R	1/25/2023	88.00	88.00CR	
		G/L ACCOUNT		CK: 077193		88.00		
	01 526-7690	OTHER OPERATIONAL SUPPLIES				88.00	FIRE EXTINGUISHER RECHARGE	

		REG. CHECK			1	403.50	403.50CR	0.00
						403.50	0.00	

01-035780 2 B SMOKIN

I 2022-116		EMPLOYEE BANQUET AP		12/09/2022 H	12/09/2022	44.00	44.00CR	
		G/L ACCOUNT		CK: 076912		44.00		
	01 509-5710	OTHER EMPLOYEE BENEFITS				44.00	EMPLOYEE BANQUET	

		HAND CHECKS			1	44.00	44.00CR	0.00
						44.00	0.00	

01-035797 SOUTHEAST KANSAS EDUCATION

I 165286		PARTICIPATION/SERVICE COST AP		2/10/2023 R	1/15/2023	1,062.90	1,062.90CR	
		G/L ACCOUNT		CK: 077194		1,062.90		
	01 509-6490	OTHER PROFESSIONAL SERVICES				1,062.90	PARTICIPATION/SERVICE COST FEE	

		REG. CHECK			1	1,062.90	1,062.90CR	0.00
						1,062.90	0.00	

01-035913 WATERS HARDWARE

I D225961		WIRE STRIPPER/SAND PAPER AP		2/10/2023 R	1/04/2023	37.47	37.47CR	
		G/L ACCOUNT		CK: 077195		37.47		
	01 533-7490	OTHER SMALL TOOLS & EQUIPMENT				37.47	WIRE STRIPPER/SAND PAPER	

I D226022		COILED KEY RING/CLIP AP		2/10/2023 R	1/05/2023	19.47	19.47CR	
		G/L ACCOUNT		CK: 077195		19.47		
	01 526-7690	OTHER OPERATIONAL SUPPLIES				19.47	COILED KEY RING/CLIP	

I D227021		BATTERY/CABLES AP		2/10/2023 R	1/23/2023	32.74	32.74CR	
		G/L ACCOUNT		CK: 077195		32.74		
	01 526-6590	OTHER BUILDING & GROUND MAINT				32.74	BATTERY/CABLES	

PACKET: 26824 Regular Payments-02/10/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
				REG. CHECK		1	89.68 89.68	89.68CR 0.00	0.00
01-036202 SECURITY 1ST TITLE LLC									
I 3010953		618 S 1ST ST	AP	2/10/2023	R	12/15/2022	160.00	160.00CR	
		G/L ACCOUNT		CK: 077196			160.00		
	46	501-8690	PROJECT COST			160.00	618 S 1ST ST		
I 3015427		1000 W CHESTNUT	AP	2/10/2023	R	2/08/2023	160.00	160.00CR	
		G/L ACCOUNT		CK: 077196			160.00		
	46	501-8690	PROJECT COST			160.00	1000 W CHESTNUT		
				REG. CHECK		1	320.00 320.00	320.00CR 0.00	0.00
01-036608 ONE STOP PACK N SHIP									
I 59881		POSTAGE	AP	2/10/2023	R	1/10/2023	24.38	24.38CR	
		G/L ACCOUNT		CK: 077197			24.38		
	33	561-6010	POSTAGE			24.38	POSTAGE		
I 59887		POSTAGE	AP	2/10/2023	R	1/10/2023	12.54	12.54CR	
		G/L ACCOUNT		CK: 077197			12.54		
	33	561-6010	POSTAGE			12.54	POSTAGE		
I 59939		POSTAGE	AP	2/10/2023	R	1/17/2023	12.54	12.54CR	
		G/L ACCOUNT		CK: 077197			12.54		
	33	561-6010	POSTAGE			12.54	POSTAGE		
I 60984		POSTAGE	AP	2/10/2023	R	1/24/2023	70.61	70.61CR	
		G/L ACCOUNT		CK: 077197			70.61		
	01	526-7690	OTHER OPERATIONAL SUPPLIES			70.61	POSTAGE		
				REG. CHECK		1	120.07 120.07	120.07CR 0.00	0.00
01-036748 RLI SURETY									
I 1240749-LIES 2023		BOND LSM1240749	AP	2/10/2023	R	1/23/2023	175.00	175.00CR	
		G/L ACCOUNT		CK: 077198			175.00		
	01	509-6220	SURETY & FIDELITY BONDS			175.00	BOND LSM1240749		
				REG. CHECK		1	175.00 175.00	175.00CR 0.00	0.00

PACKET: 26824 Regular Payments-02/10/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-036761 ALLSTATE BENEFITS									
I M	0129495023	ALLSTATE BENEFITS	AP	2/10/2023	R	1/23/2023	36.44	36.44CR	
		G/L ACCOUNT		CK: 077199			36.44		
	01	2586		SECURITY BENEFIT		18.22	C. JOHNSON		
	53	2586		SECURITY BENEFIT		18.22	M. MOORE		
				REG. CHECK		1	36.44	36.44CR	0.00
							36.44	0.00	

01-036975 INDEPENDENCE COUNTRY CLUB									
I	417	MEAL/FUNCTION	AP	2/10/2023	R	1/25/2023	370.30	370.30CR	
		G/L ACCOUNT		CK: 077200			370.30		
	01	501-6350		BUSINESS MEETINGS		370.30	MEAL/FUNCTION		
				REG. CHECK		1	370.30	370.30CR	0.00
							370.30	0.00	

01-037126 AUTOZONE, INC									
C	1605206931	BATTERY CORE UNIT 413	AP	2/10/2023	R	2/01/2023	44.00CR	44.00	
		G/L ACCOUNT		CK: 077201			44.00CR		
	33	562-6720		OTHER EQUIPMENT MAINTENANCE		44.00CR	BATTERY CORE UNIT 413		
I	1605200985	WIPERS FOR UNIT 402	AP	2/10/2023	R	1/18/2023	6.00	6.00CR	
		G/L ACCOUNT		CK: 077201			6.00		
	33	562-6710		VEHICLE MAINTENANCE		6.00	WIPERS FOR UNIT 402		
I	1605203749	OIL FILTER FOR UNIT 410	AP	2/10/2023	R	1/25/2023	14.98	14.98CR	
		G/L ACCOUNT		CK: 077201			14.98		
	33	562-6710		VEHICLE MAINTENANCE		14.98	OIL FILTER FOR UNIT 410		
I	1605203832	AIRFILTER UNIT 406	AP	2/10/2023	R	1/25/2023	69.29	69.29CR	
		G/L ACCOUNT		CK: 077201			69.29		
	33	562-6710		VEHICLE MAINTENANCE		69.29	AIRFILTER UNIT 406		
I	1605204513	FUEL LINE FOR SAW	AP	2/10/2023	R	1/27/2023	32.61	32.61CR	
		G/L ACCOUNT		CK: 077201			32.61		
	33	562-6720		OTHER EQUIPMENT MAINTENANCE		32.61	FUEL LINE FOR SAW		
I	1605206171	GREASE GUN	AP	2/10/2023	R	1/31/2023	69.28	69.28CR	
		G/L ACCOUNT		CK: 077201			69.28		
	33	562-6710		VEHICLE MAINTENANCE		69.28	GREASE GUN		
I	1605206929	BATTERY FOR UNIT 413	AP	2/10/2023	R	2/01/2023	355.78	355.78CR	
		G/L ACCOUNT		CK: 077201			355.78		
	33	562-6720		OTHER EQUIPMENT MAINTENANCE		355.78	BATTERY FOR UNIT 413		

PACKET: 26824 Regular Payments-02/10/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
				REG. CHECK		1		503.94	503.94CR	0.00
								503.94	0.00	
01-037175 B & B ELECTRIC MOTOR CO.										
I 0079953		PUMP SUPPLIES	AP	2/10/2023	R	9/15/2022		6,402.00	6,402.00CR	
		G/L ACCOUNT		CK: 077202				6,402.00		
	33	564-7700	PLANT MACHINERY & EQUIPMENT			6,402.00		PUMP SUPPLIES		
				REG. CHECK		1		6,402.00	6,402.00CR	0.00
								6,402.00	0.00	
01-037387 WILSONS CLEANING AND RESTOR										
I 000715-R-0007		BUILDING D FLOOR CLEANING	AP	2/10/2023	R	1/19/2023		310.00	310.00CR	
		G/L ACCOUNT		CK: 077203				310.00		
	01	548-6492	JANITORIAL SERVICES			310.00		BUILDING D FLOOR CLEANING		
				REG. CHECK		1		310.00	310.00CR	0.00
								310.00	0.00	
01-037441 BARDAVON HEALTH INNOVATIONS										
I INV-0000870		PRE EMPLOYMENT TESTING	AP	2/10/2023	R	1/11/2023		150.00	150.00CR	
		G/L ACCOUNT		CK: 077204				150.00		
	01	526-6470	PRE-EMPLOYMENT SERVICES & TEST			75.00		JOSHUA SUTTON		
	31	501-6490	OTHER PROFESSIONAL SERVICES			75.00		JASON BARTON		
				REG. CHECK		1		150.00	150.00CR	0.00
								150.00	0.00	
01-037530 PAT BURTON										
I 212		312 NORTH 4TH ST	AP	2/10/2023	H	1/22/2023		4,000.00	4,000.00CR	
		G/L ACCOUNT		CK: 077165				4,000.00		
	25	501-8696	SEWER COST SHARE GRANT			4,000.00		312 NORTH 4TH ST		
				HAND CHECKS		1		4,000.00	4,000.00CR	0.00
								4,000.00	0.00	

PACKET: 26824 Regular Payments-02/10/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-037601 BUTLER & ASSOCIATES, P.A.									
I 148232		UTILITIES DEBIT COLLECTOR	AP	2/10/2023	R	2/08/2023	122.00	122.00CR	
		G/L ACCOUNT		CK: 077205			122.00		
	33 563-6490	OTHER PROFESSIONAL SERVICES				122.00	UTILITIES DEBIT COLLECTOR		
				REG. CHECK		1	122.00	122.00CR	0.00
							122.00	0.00	

01-037766 THE LEAGUE OF KANSAS MUNICI									
I 5806		MTI: VIRTUAL TRAINING	AP	2/10/2023	R	1/12/2023	25.00	25.00CR	
		G/L ACCOUNT		CK: 077206			25.00		
	01 511-6340	SEMINARS & CONVENTIONS				25.00	MTI: VIRTUAL TRAINING		
				REG. CHECK		1	25.00	25.00CR	0.00
							25.00	0.00	

01-037771 RICHARD WELLS									
I IFD1		BRUSH 1	AP	2/10/2023	R	1/31/2023	1,427.38	1,427.38CR	
		G/L ACCOUNT		CK: 077207			1,427.38		
	01 526-6710	VEHICLE MAINTENANCE				1,427.38	BRUSH 1		
				REG. CHECK		1	1,427.38	1,427.38CR	0.00
							1,427.38	0.00	

01-1 Misc. Vendor									
I LICRE: READY ROFF	READY ROFFER, INC:		AP	2/10/2023	R	1/24/2023	40.00	40.00CR	
READY ROFFER, INC	G/L ACCOUNT			CK: 077208			40.00		
	01 401-4200	OCCUPATION LICENSES				40.00	READY ROFFER, INC:		
				REG. CHECK		1	40.00	40.00CR	0.00
							40.00	0.00	

01-1 Misc. Vendor									
I MHRE: L. WILSON	LISA WILSON:		AP	2/10/2023	R	1/30/2023	122.50	122.50CR	
LISA WILSON	G/L ACCOUNT			CK: 077209			122.50		
	01 547-6490	OTHER PROFESSIONAL SERVICES				122.50	LISA WILSON:		
				REG. CHECK		1	122.50	122.50CR	0.00
							122.50	0.00	

PACKET: 26824 Regular Payments-02/10/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-1	Misc. Vendor									
I OVPAY: CHEROKEE		CHEROKEE MARSHALL:	AP	2/10/2023	R	2/01/2023		10.00	10.00CR	
CHEROKEE MARSHALL		G/L ACCOUNT		CK: 077210				10.00		
	01	441-4990	OTHER INCOME				10.00	CHEROKEE MARSHALL:		
			REG. CHECK			1		10.00	10.00CR	0.00
								10.00	0.00	

PACKET: 26824 Regular Payments-02/10/2023

VENDOR SET: 01

R E P O R T T O T A L S

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	11,995.27CR
25	CITY GRANT PROGRAMS	5,500.00CR
31	AIRPORT	75.00CR
33	WATER/SEWER	8,733.15CR
37	SANITATION	4,850.00CR
46	DEMOLITION	320.00CR
49	MCKINLEY - OPERATING	978.47CR
51	HOUSING/DEVELOPMENT	110.00CR
53	HOUSING/PENN TERRACE	5,444.32CR
54	HOUSING/CHENEY	458.79CR
55	HOUSING/EARL ST	212.07CR
56	HOUSING/CEDAR POINT	711.69CR
57	HOUSING/S 8TH ST	171.59CR
64	IHA WAREHOUSE	69.11CR
** TOTALS **		39,629.46CR

---- TYPE OF CHECK TOTALS ----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS	3	5,544.00 5,544.00	5,544.00CR 0.00	0.00
DRAFTS		0.00 0.00	0.00 0.00	0.00
REG-CHECKS	44	34,085.46 34,085.46	34,085.46CR 0.00	0.00
EFT		0.00 0.00	0.00 0.00	0.00
NON-CHECKS		0.00 0.00	0.00 0.00	0.00
ALL CHECKS	47	39,629.46 39,629.46	39,629.46CR 0.00	0.00

ERRORS:

0

WARNINGS:

0

PAY PERIOD 01/06/2023

GROSS: \$ 222,034.11

PAYROLL DEDUCTIONS

FEDERAL & FICA

\$ 50,406.15

KPERS DRAFTS OGLI

\$31,770.62

STATE WITHHOLDING

\$ 8,571.59

PAYROLL EMPLOYEE DEDUCTIONS

\$ 14,224.32

HOUSING BONUS

\$ 7,900.00

EMPLOYEE GIFT CERTIFICATES TAXES

\$ 1,967.76

PAYROLL NO: 01 City of Independence

PAYROLL DATE: 1/06/2023

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	121	152,423.44
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		

TOTAL CHECKS:	121	152,423.44

*** NO ERRORS FOUND ***

** END OF REPORT **

PAYROLL NO: 01 City of Independence

PAYROLL DATE: 1/06/2023

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	1	961.37
MANUAL CHECKS:	1	859.75CR
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		

TOTAL CHECKS:	2	101.62

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 26690 PR 01/06/2023

VENDOR SET: 01

===== R E P O R T T O T A L S =====

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	305.54CR
37	SANITATION	84.92CR
** TOTALS **		390.46CR

----- TYPE OF CHECK TOTALS -----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00 0.00	0.00 0.00	0.00
DRAFTS		0.00 0.00	0.00 0.00	0.00
REG-CHECKS	3	390.46 390.46	390.46CR 0.00	0.00
EFT		0.00 0.00	0.00 0.00	0.00
NON-CHECKS		0.00 0.00	0.00 0.00	0.00
ALL CHECKS	3	390.46 390.46	390.46CR 0.00	0.00

ERRORS:

0

WARNINGS:

0

PACKET: 26691 pr 01-06-2023

VENDOR SET: 01

===== R E P O R T T O T A L S =====

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	239.86CR
33	WATER/SEWER	7.22CR
** TOTALS **		247.08CR

---- TYPE OF CHECK TOTALS ----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00 0.00	0.00 0.00	0.00
DRAFTS		0.00 0.00	0.00 0.00	0.00
REG-CHECKS		0.00 0.00	0.00 0.00	0.00
EFT	2	247.08 247.08	247.08CR 0.00	0.00
NON-CHECKS		0.00 0.00	0.00 0.00	0.00
ALL CHECKS	2	247.08 247.08	247.08CR 0.00	0.00

TOTAL CHECKS TO PRINT: 0

=====

ERRORS:	0	WARNINGS:	0
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PAYROLL NO: 01 City of Independence

PAYROLL DATE: 12/23/2022

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	6	7,900.00
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		

TOTAL CHECKS:	6	7,900.00

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 26646 Payroll Entries-GIFT CERT
VENDOR SET: 01 City of Independence+ *** DRAFT/OTHER LISTING ***
BANK: PR Payroll Accounts Payable

			ITEM	PAID				ITEM	ITEM
VENDOR	I.D.	NAME	TYPE	DATE	DISCOUNT	AMOUNT	NO#	AMOUNT	

032014		INTERNAL REVENUE SERVICE							
	I-T3	202212224084	FICA WITHHELD	D 12/30/2022		1,594.08	001029		
	I-T4	202212224084	MEDICARE WITHHELD	D 12/30/2022		373.68	001029	1,967.76	

* * B A N K T O T A L S * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00	
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00	
PRE-WRITE CHECKS:	0	0.00	0.00	0.00	
DRAFTS:	1	0.00	1,967.76	1,967.76	
VOID CHECKS:	0	0.00	0.00	0.00	
NON CHECKS:	0	0.00	0.00	0.00	
CORRECTIONS:	0	0.00	0.00	0.00	
BANK TOTALS:	1	0.00	1,967.76	1,967.76	

PACKET: 26646 Payroll Entries-GIFT CERT
VENDOR SET: 01 City of Independence+ *** DRAFT/OTHER LISTING ***
BANK: ALL

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	1,967.76	1,967.76
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	1,967.76	1,967.76

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	12/2022	674.14CR
26	12/2022	674.14CR
31	12/2022	18.22CR
33	12/2022	364.40CR
37	12/2022	127.54CR
53	12/2022	109.32CR
=====		
ALL		1,967.76CR

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PAY PERIOD 01/20/2023

GROSS: \$ 222,343.58

PAYROLL DEDUCTIONS

FEDERAL & FICA

\$ 49,845.17

KPERS DRAFTS

OGLI

\$33,034.87

\$1,051.37

STATE WITHHOLDING

\$ 8,615.66

PAYROLL EMPLOYEE DEDUCTIONS

\$ 14,398.41

PAYROLL NO: 01 City of Independence

PAYROLL DATE: 1/20/2023

*** REGISTER TOTALS ***

REGULAR CHECKS:	1	508.07
DIRECT DEPOSIT REGULAR CHECKS:	123	150,977.44
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		

TOTAL CHECKS:	124	151,485.51

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 26758 Payroll Entries-01/20/202
 VENDOR SET: 01 City of Independence+ *** DRAFT/OTHER LISTING ***
 BANK: AP Community National Bank

VENDOR	I.D.	NAME	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
032008		KPERS						
	I-02 202301184119	OPTIONAL GROUP LIFE INSURANCE	D	1/20/2023		802.77	001076	802.77

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	802.77	802.77
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	1	0.00	802.77	802.77

PACKET: 26758 Payroll Entries-01/20/202
 VENDOR SET: 01 City of Independence+ *** DRAFT/OTHER LISTING ***
 BANK: PR Payroll Accounts Payable

VENDOR	I.D.	NAME	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
013350		KANSAS WITHHOLDING TAX						
	I-T2 202301184119	KANSAS STATE INCOME TAC	D	1/20/2023		8,600.77	001073	8,600.77
032008		KPERS						
	I-01 202301184119	KPERS WITHHELD	D	1/20/2023		10,375.25	001074	
	I-28 202301184119	KPERS WITHHELD	D	1/20/2023		22,659.62	001074	
	I-36 202301184119	OGLI - SPOUSE	D	1/20/2023		211.00	001074	
	I-62 202301184119	OGLI - CHILD	D	1/20/2023		37.60	001074	33,283.47
032014		INTERNAL REVENUE SERVICE						
	I-T1 202301184119	FEDERAL INCOME TAX WITHHELD	D	1/20/2023		17,214.18	001075	
	I-T3 202301184119	FICA WITHHELD	D	1/20/2023		26,439.50	001075	
	I-T4 202301184119	MEDICARE WITHHELD	D	1/20/2023		6,183.50	001075	49,837.18

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	91,721.42	91,721.42
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	3	0.00	91,721.42	91,721.42

PACKET: 26758 Payroll Entries-01/20/202

VENDOR SET: 01 City of Independence+ *** DRAFT/OTHER LISTING ***

BANK: ALL

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	0.00	92,524.19	92,524.19
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	4	0.00	92,524.19	92,524.19

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT

01	1/2023	39,059.42CR
26	1/2023	25,314.15CR
31	1/2023	1,170.46CR
33	1/2023	16,674.95CR
37	1/2023	4,368.31CR
53	1/2023	5,936.90CR
=====		
ALL		92,524.19CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 26762 PAYROLL DEDUCTION 1/20/23

VENDOR SET: 01

===== R E P O R T T O T A L S =====

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	305.54CR
37	SANITATION	84.92CR
** TOTALS **		390.46CR

---- TYPE OF CHECK TOTALS ----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00 0.00	0.00 0.00	0.00
DRAFTS		0.00 0.00	0.00 0.00	0.00
REG-CHECKS	3	390.46 390.46	390.46CR 0.00	0.00
EFT		0.00 0.00	0.00 0.00	0.00
NON-CHECKS		0.00 0.00	0.00 0.00	0.00
ALL CHECKS	3	390.46 390.46	390.46CR 0.00	0.00

ERRORS: 0 WARNINGS: 0

PACKET: 26761 EFT Payments-PAYROLL 01/20/23

VENDOR SET: 01

===== R E P O R T T O T A L S =====

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	230.71CR
** TOTALS **		230.71CR

=====

---- TYPE OF CHECK TOTALS ----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00 0.00	0.00 0.00	0.00
DRAFTS		0.00 0.00	0.00 0.00	0.00
REG-CHECKS		0.00 0.00	0.00 0.00	0.00
EFT	2	230.71 230.71	230.71CR 0.00	0.00
NON-CHECKS		0.00 0.00	0.00 0.00	0.00
ALL CHECKS	2	230.71 230.71	230.71CR 0.00	0.00

TOTAL CHECKS TO PRINT: 0

ERRORS: 0 WARNINGS: 0

PAYROLL NO: 01 City of Independence

PAYROLL DATE: 1/20/2023

*** REGISTER TOTALS ***

REGULAR CHECKS:	1	508.07
DIRECT DEPOSIT REGULAR CHECKS:		
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		

TOTAL CHECKS:	1	508.07

*** NO ERRORS FOUND ***

** END OF REPORT **

PAY PERIOD 02/03/2023

GROSS: \$ 223,258.88

PAYROLL DEDUCTIONS

FEDERAL & FICA

\$ 49,864.20

KPERS DRAFTS OGLI

\$33,202.05

STATE WITHHOLDING

\$ 8,475.23

PAYROLL EMPLOYEE DEDUCTIONS

\$ 14,059.53

PAYROLL NO: 01 City of Independence

PAYROLL DATE: 2/03/2023

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	127	154,145.22
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		

TOTAL CHECKS:	127	154,145.22

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 26800 Payroll Entries-02/03/202

VENDOR SET: 01 City of Independence+ *** DRAFT/OTHER LISTING ***

BANK: PR Payroll Accounts Payable

VENDOR	I.D.	NAME	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
013350		KANSAS WITHHOLDING TAX						
	I-T2 202302024151	KANSAS STATE INCOME TAC	D	2/03/2023		8,475.23	001079	8,475.23
032008		KPERS						
	I-01 202302024151	KPERS WITHHELD	D	2/03/2023		10,382.05	001080	
	I-28 202302024151	KPERS WITHHELD	D	2/03/2023		22,820.00	001080	33,202.05
032014		INTERNAL REVENUE SERVICE						
	I-T1 202302024151	FEDERAL INCOME TAX WITHHELD	D	2/03/2023		17,034.30	001081	
	I-T3 202302024151	FICA WITHHELD	D	2/03/2023		26,607.16	001081	
	I-T4 202302024151	MEDICARE WITHHELD	D	2/03/2023		6,222.74	001081	49,864.20

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	91,541.48	91,541.48
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	3	0.00	91,541.48	91,541.48

PACKET: 26800 Payroll Entries-02/03/202
 VENDOR SET: 01 City of Independence+ *** DRAFT/OTHER LISTING ***
 BANK: ALL

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	91,541.48	91,541.48
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	3	0.00	91,541.48	91,541.48

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	2/2023	38,715.39CR
26	2/2023	25,620.97CR
31	2/2023	1,242.76CR
33	2/2023	15,768.59CR
37	2/2023	4,115.30CR
53	2/2023	6,078.47CR
=====		
ALL		91,541.48CR

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 26803 PAYROLL DEDUCTION-02/03/23

VENDOR SET: 01

===== R E P O R T T O T A L S =====

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	276.01CR
** TOTALS **		276.01CR

=====

---- TYPE OF CHECK TOTALS ----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00 0.00	0.00 0.00	0.00
DRAFTS		0.00 0.00	0.00 0.00	0.00
REG-CHECKS		0.00 0.00	0.00 0.00	0.00
EFT	2	276.01 276.01	276.01CR 0.00	0.00
NON-CHECKS		0.00 0.00	0.00 0.00	0.00
ALL CHECKS	2	276.01 276.01	276.01CR 0.00	0.00

TOTAL CHECKS TO PRINT: 0

ERRORS: 0 WARNINGS: 0

PACKET: 26802 PAYROLL DEDUCTION 2/3/23

VENDOR SET: 01

===== R E P O R T T O T A L S =====

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	305.54CR
37	SANITATION	84.92CR
** TOTALS **		390.46CR

=====

---- TYPE OF CHECK TOTALS ----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00 0.00	0.00 0.00	0.00
DRAFTS		0.00 0.00	0.00 0.00	0.00
REG-CHECKS	3	390.46 390.46	390.46CR 0.00	0.00
EFT		0.00 0.00	0.00 0.00	0.00
NON-CHECKS		0.00 0.00	0.00 0.00	0.00
ALL CHECKS	3	390.46 390.46	390.46CR 0.00	0.00

ERRORS: 0 WARNINGS: 0

PAY PERIOD 02/17/2023

GROSS: \$ 228,951.91

PAYROLL DEDUCTIONS

FEDERAL & FICA

\$ 52,879.99

KPERS DRAFTS

OGLI

\$34,478.43

\$1,102.62

STATE WITHHOLDING

\$ 8,841.35

PAYROLL EMPLOYEE DEDUCTIONS

\$ 14,131.42

PAYROLL NO: 01 City of Independence

PAYROLL DATE: 2/17/2023

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	123	155,458.34
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		

TOTAL CHECKS:	123	155,458.34

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 26832 Payroll Entries-02/17/202
VENDOR SET: 01 City of Independence+ *** DRAFT/OTHER LISTING ***
BANK: AP Community National Bank

VENDOR	I.D.	NAME	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
032008		KPERS						
	I-02 202302154156	OPTIONAL GROUP LIFE INSURANCE	D	2/17/2023		851.82	001082	851.82

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	851.82	851.82
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	1	0.00	851.82	851.82

PACKET: 26832 Payroll Entries-02/17/202

VENDOR SET: 01 City of Independence+ *** DRAFT/OTHER LISTING ***

BANK: PR Payroll Accounts Payable

VENDOR	I.D.	NAME	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
013350		KANSAS WITHHOLDING TAX						
	I-T2 202302154156	KANSAS STATE INCOME TAC	D	2/17/2023		8,841.35	001083	8,841.35
032008		KPERS						
	I-01 202302154156	KPERS WITHHELD	D	2/17/2023		12,225.54	001084	
	I-28 202302154156	KPERS WITHHELD	D	2/17/2023		22,252.89	001084	
	I-36 202302154156	OGLI - SPOUSE	D	2/17/2023		211.00	001084	
	I-62 202302154156	OGLI - CHILD	D	2/17/2023		39.80	001084	34,729.23
032014		INTERNAL REVENUE SERVICE						
	I-T1 202302154156	FEDERAL INCOME TAX WITHHELD	D	2/17/2023		19,142.35	001085	
	I-T3 202302154156	FICA WITHHELD	D	2/17/2023		27,342.92	001085	
	I-T4 202302154156	MEDICARE WITHHELD	D	2/17/2023		6,394.72	001085	52,879.99

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	96,450.57	96,450.57
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	3	0.00	96,450.57	96,450.57

PACKET: 26832 Payroll Entries-02/17/202
VENDOR SET: 01 City of Independence+ *** DRAFT/OTHER LISTING ***
BANK: ALL

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	0.00	97,302.39	97,302.39
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	4	0.00	97,302.39	97,302.39

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	2/2023	37,478.79CR
26	2/2023	24,858.13CR
31	2/2023	1,190.38CR
33	2/2023	23,055.64CR
37	2/2023	4,704.77CR
53	2/2023	6,014.68CR
=====		
ALL		97,302.39CR

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 26835 PAYROLL DEDUCT 02-17-23

VENDOR SET: 01

===== R E P O R T T O T A L S =====

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	275.58CR
** TOTALS **		275.58CR

=====

---- TYPE OF CHECK TOTALS ----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS		0.00	0.00	0.00
		0.00	0.00	
REG-CHECKS		0.00	0.00	0.00
		0.00	0.00	
EFT		275.58	275.58CR	0.00
		275.58	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS		275.58	275.58CR	0.00
		275.58	0.00	

TOTAL CHECKS TO PRINT: 0

ERRORS: 0 WARNINGS: 0

PACKET: 26834 PAYROLL DEDUCT 02-17-2023

VENDOR SET: 01

===== R E P O R T T O T A L S =====

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	522.92CR
37	SANITATION	84.92CR
** TOTALS **		607.84CR

=====

---- TYPE OF CHECK TOTALS ----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00 0.00	0.00 0.00	0.00
DRAFTS		0.00 0.00	0.00 0.00	0.00
REG-CHECKS	3	607.84 607.84	607.84CR 0.00	0.00
EFT		0.00 0.00	0.00 0.00	0.00
NON-CHECKS		0.00 0.00	0.00 0.00	0.00
ALL CHECKS	3	607.84 607.84	607.84CR 0.00	0.00

ERRORS: 0 WARNINGS: 0

JANUARY 2023 DRAFT

\$ 381,083.80

PACKET: 26841 JANUARY 2023 DRAFT (2023)

VENDOR SET: 01 City of Independence+

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-035889	AT&T					
I-012023-DRAFT	1/31/2023	AT&T PHONE BILL	1,603.90			
AP	DRAFT	DISC: 1/31/2023		1099: N		
620	331-9009	666 5		01 509-6030	TELEPHONE	0.00
620	331-0652	708 4		01 509-6030	TELEPHONE	0.00
620	331-0610	595 6		01 509-6030	TELEPHONE	0.00
913	A19-0693823	9		01 509-6030	TELEPHONE	737.37
316	140-9963	880 2		08 501-8690	PROJECT COST	0.00
620	331-1312	446 1		53 501-6030	TELEPHONE	521.93
620	331-2202	978 4		56 501-6030	TELEPHONE	242.67
316	A08-0720	511 6		08 501-8690	PROJECT COST	101.93
620	331-0610	595 6		01 509-6030	TELEPHONE	0.00
620	331-0652	708 4		01 509-6030	TELEPHONE	0.00
620	331-9009	666 5		01 509-6030	TELEPHONE	0.00
620	331-9009	666 5		53 501-6030	TELEPHONE	0.00
316	140-9963	880 2		08 501-8690	PROJECT COST	0.00
=== VENDOR TOTALS ===			1,603.90			

01-034736 AT&T MOBILITY

I-287259440768	JAN23	1/31/2023	AT&T MOBILITY	236.68		
AP	DRAFT	DISC: 1/31/2023		1099: N		
	AT&T MOBILITY			01 509-6030	TELEPHONE	236.68
=== VENDOR TOTALS ===			236.68			

01-033052 ATMOS ENERGY

I-012023-DRAFT	1/31/2023	ATMOS JAN 2023/JAN 23 DRAFT	3,095.01			
AP	DRAFT	DISC: 1/31/2023		1099: N		
1822	WELLS DR/3019022575			01 541-6110	GAS	119.44
1729	N 5TH ST/3019023770			01 545-6110	GAS	151.18
700	N CR 4100 ST/3019595662			33 564-6110	GAS	0.00
436	A ST/3019650851			31 501-6110	GAS	0.00
498	FREEDOM DR/3019651305			31 501-6110	GAS	0.00
100	FREEDOM DR/3018498000			31 501-6110	GAS	0.00
3317	CR 3600/4020903315			31 501-6110	GAS	0.00
401	S PENN AVE/3019687189			53 501-6110	GAS	0.00
129	S 19TH ST/4015321347			64 501-6110	GAS	0.00
128	S 21ST ST/3020070314			37 501-6110	GAS	0.00
500	W RAILROAD ST/3012073069			33 562-6110	GAS	0.00
900	N 9TH ST/3012036484			01 533-6110	GAS	0.00
900	W MYRTLE ST/4019320395			01 526-6110	GAS	0.00
408	1/2 S 8TH ST			57 501-6110	GAS	0.00
520	E OAK ST/3018012551			33 561-6110	GAS	1,492.90
912	COFFEYVILLE/3020383432			56 501-6110	GAS	0.00
916	E CEDAR ST/3020383914			56 501-6110	GAS	0.00
915	E EDISON ST/3020383683			56 501-6110	GAS	0.00
920	E CEDAR ST/3020383254			56 501-6110	GAS	0.00
1412	N 5TH ST/3018086660			01 541-6110	GAS	885.47

PACKET: 26841 JANUARY 2023 DRAFT (2023)

VENDOR SET: 01 City of Independence+

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====						
01-033052	ATMOS ENERGY	(** CONTINUED **)				
		MEMORIAL HALL		01 547-6110	GAS	0.00
		BLDG D		01 548-6110	GAS	0.00
		1736 N 5TH ST/3015903595		01 541-6110	GAS	291.32
		108 E CHESTNUT/4002958158		01 547-6110	GAS	21.30
		1729 N 5TH ST/3019023770		01 545-6110	GAS	0.00
		1822 WELLS/3019022575		01 541-6110	GAS	0.00
		1736 N 5TH/3015903595		01 541-6110	GAS	0.00
		700 N CR 4100 ST/3019595662		33 564-6110	GAS	0.00
		917 E WALNUT/3045579050		54 501-6110	GAS	0.00
		408 S 8TH ST/3044791107		57 501-6110	GAS	0.00
		1017 E WALNUT/3045952664		54 501-6110	GAS	0.00
		520 E OAK ST/3018012551		33 561-6110	GAS	0.00
		1013 E WALNUT/3048164957		54 501-6110	GAS	0.00
		1013 E WALNUT/3048164957		54 501-6110	GAS	0.00
		225 E MAIN ST/3055236937		01 548-6110	GAS	133.40
		=== VENDOR TOTALS ===	3,095.01			

01-032855 EVERGY

I-012023-035793626	1/31/2023	EVERGY JAN 23/JAN 23 DRAFT	2,964.71			
AP	DRAFT	DISC: 1/31/2023	1099: N			
		121 E RR-SKATEPARK/2910510004	01 541-6100	ELECTRICITY		0.00
		300 E OAK FOUNTAIN/2539907547	01 541-6100	ELECTRICITY		0.00
		520 E OAK WP PAD/4683491487	33 561-6100	ELECTRICITY		0.00
		921 HACKNEY WT/9188501367	33 561-6100	ELECTRICITY		0.00
		204 W RAILROAD POLE/6619221926	01 533-6100	ELECTRICITY		0.00
		3600-WEST/2331053208	31 501-6100	ELECTRICITY		0.00
		111 N 6TH/2786658564	01 533-6100	ELECTRICITY		0.00
		300 W RAILROAD/7705718375	33 562-6100	ELECTRICITY		0.00
		900 BIRDIE DR/7627895575	33 565-6100	ELECTRICITY		0.00
		2814 W MAIN/0881894506	01 533-6100	ELECTRICITY		0.00
		2500 W MAIN SIGN/3786624925	01 533-6100	ELECTRICITY		0.00
		S PENN ROAD/7710516936	01 533-6100	ELECTRICITY		0.00
		TRAFFIC LIGHTS 13TH & LAUREL	01 533-6100	ELECTRICITY		0.00
		130 E MAIN/7665453535	01 533-6100	ELECTRICITY		0.00
		1230 N PENN SIGNAL/7700766013	01 533-6100	ELECTRICITY		0.00
		131 N 10TH SIG LGT/2156512740	01 533-6100	ELECTRICITY		0.00
		101 S 10TH SIG LTS/0217020285	01 533-6100	ELECTRICITY		0.00
		3354 HWY 160 SIGN/8400515520	01 533-6100	ELECTRICITY		0.00
		229 N 10TH SIG LTS/6748863029	01 533-6100	ELECTRICITY		0.00
		3029 N PENN SIG LTS/3440044989	01 533-6100	ELECTRICITY		0.00
		2010 N PENN/5964927423	01 533-6100	ELECTRICITY		0.00
		204 W RAILROAD/7705687615	01 533-6100	ELECTRICITY		0.00
		1300 S 17TH - RR #2/7721529010	33 561-6100	ELECTRICITY		0.00
		WATER TOW COLLEGE/7710547691	33 561-6100	ELECTRICITY		0.00
		109 S 21ST/7795783655	33 562-6100	ELECTRICITY		0.00
		320 W RAILROAD/7705779896	33 561-6100	ELECTRICITY		0.00
		WATER TOWER - no/3320068847	33 561-6100	ELECTRICITY		0.00
		150 4TH AVE/3702359441	33 561-6100	ELECTRICITY		0.00
		2820 N 24TH/7797567739	33 565-6100	ELECTRICITY		0.00

PACKET: 26841 JANUARY 2023 DRAFT (2023)

VENDOR SET: 01 City of Independence+

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-032855	EVERGY	(** CONTINUED **)				
		2800 N 10TH/7769852974		33 565-6100	ELECTRICITY	0.00
		RR4 MORNINGSIDE/7738447014		33 565-6100	ELECTRICITY	0.00
		824 E MYRTLE/7681541012		33 565-6100	ELECTRICITY	0.00
		2900 CROWN DR/4245643827		33 565-6100	ELECTRICITY	0.00
		2201 W SYAMORE SW L/7765528048		33 564-6100	ELECTRICITY	0.00
		SEWER PLANT/7758071892		33 564-6100	ELECTRICITY	0.00
		1021 TAYLOR SEWER/7405880245		33 564-6100	ELECTRICITY	0.00
		3319 CR 3600/8847385280		33 564-6100	ELECTRICITY	0.00
		1600 W MAPLE/6551883497		01 523-6100	ELECTRICITY	0.00
		SIRENS 6TH&MYRTLE/7749120739		01 523-6100	ELECTRICITY	0.00
		18TH & CIRCLE SIREN/4196849826		01 523-6100	ELECTRICITY	0.00
		10TH & MAPLE SIREN/1863475148		01 523-6100	ELECTRICITY	0.00
		321 S 16TH SIREN/7439441967		01 523-6100	ELECTRICITY	0.00
		2ND & BIRCH SIREN/2561174269		01 523-6100	ELECTRICITY	0.00
		2200 W LAUREL SIREN/8769657587		01 523-6100	ELECTRICITY	0.00
		2412 N 10TH SIREN/7635856902		01 523-6100	ELECTRICITY	0.00
		200 WESTMINSTER/1387340884		01 523-6100	ELECTRICITY	0.00
		140 N 6TH CITY HALL/7806119010		01 504-6100	ELECTRICITY	0.00
		2814 W MAIN/4682460184		01 504-6100	ELECTRICITY	0.00
		466 F STREET/4342013463		31 501-6100	ELECTRICITY	0.00
		3615 CR 3300/7624019813		31 501-6100	ELECTRICITY	0.00
		466 FREEDOM DR/9667367883		31 501-6100	ELECTRICITY	0.00
		INDEP AIR BASE/3396395844		31 501-6100	ELECTRICITY	0.00
		INDEP AIR BASE/3237539966		31 501-6100	ELECTRICITY	0.00
		100 A STREET/8822551304		31 501-6100	ELECTRICITY	0.00
		INDEP AIR BASE/0567052448		31 501-6100	ELECTRICITY	0.00
		RR1 AWOS SITE/7549621924		31 501-6100	ELECTRICITY	0.00
		CEMETERY/7631402211		01 545-6100	ELECTRICITY	0.00
		RT RD CEMETERY/7738416251		01 545-6100	ELECTRICITY	0.00
		EAST MAUSOLEUM/4049141848		01 545-6100	ELECTRICITY	0.00
		1690 OVERLOOK DR/0713871660		33 561-6100	ELECTRICITY	0.00
		110 E MYRTLE ALY 4/9176640368		01 533-6100	ELECTRICITY	0.00
		111 E MYRTLE ALY 3/6008648446		01 533-6100	ELECTRICITY	0.00
		113 E LAUREL ALY 5/2938533747		01 533-6100	ELECTRICITY	0.00
		112 E LAUREL ALY 6/3515450168		01 533-6100	ELECTRICITY	0.00
		113 W MAIN ALLEY/0716572762		01 533-6100	ELECTRICITY	0.00
		225 E MAIN/1926226549		01 528-6100	ELECTRICITY	0.00
		102 W CHESTNUT/0425275047		01 533-6100	ELECTRICITY	0.00
		112 E MAIN ALLEY #2/0665333086		01 533-6100	ELECTRICITY	0.00
		112 W LAUREL ALLEY/9955437429		01 533-6100	ELECTRICITY	0.00
		113 W LAUREL ALLEY/3323646263		01 533-6100	ELECTRICITY	0.00
		113 W MYRTLE ALLEY/8564039307		01 533-6100	ELECTRICITY	0.00
		112 W MAIN ALLEY/5687095026		01 533-6100	ELECTRICITY	0.00
		112 W MYRTLE ALLEY/7783054069		01 533-6100	ELECTRICITY	0.00
		CITY HALL N 120/7634447454		01 547-6100	ELECTRICITY	0.00
		430 N PENN AVE/4208974247		01 547-6100	ELECTRICITY	0.00
		431 N 6TH STREET/8440627385		01 547-6100	ELECTRICITY	0.00
		RIVERSIDE PARK/7623896772		01 541-6100	ELECTRICITY	0.00
		ZOO SHELTER STORAGE/5436316563		01 541-6100	ELECTRICITY	0.00
		125 S 21 ST STREET/7795845178		37 501-6100	ELECTRICITY	0.00
		1301 N 5TH - POOL/6222945624		01 541-6100	ELECTRICITY	0.00

PACKET: 26841 JANUARY 2023 DRAFT (2023)

VENDOR SET: 01 City of Independence+

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-032855	EVERGY	(** CONTINUED **)				
		401 S PENN/7694490971		53 501-6100	ELECTRICITY	0.00
		920 E CEDAR ST/8186251000		56 501-6100	ELECTRICITY	0.00
		916 E CEDAR ST 1/6591851000		56 501-6100	ELECTRICITY	0.00
		916 E CEDAR ST 2/7591851000		56 501-6100	ELECTRICITY	0.00
		916 E CEDAR ST 3/8591851000		56 501-6100	ELECTRICITY	0.00
		915 E EDDISON/8082551000		56 501-6100	ELECTRICITY	0.00
		912E COFFEYVILLE/5082551000		56 501-6100	ELECTRICITY	0.00
		408 S 8TH ST/3107290589		57 501-6100	ELECTRICITY	0.00
		400 S PENN AVE/5325357609		51 501-6100	ELECTRICITY	0.00
		312 N 8TH ST/2798433148		01 509-6100	ELECTRICITY	0.00
		113 N 6TH ST SIREN/2776650243		01 534-6100	ELECTRICITY	0.00
		108 E CHESTNUT ST/0191053666		01 547-6100	ELECTRICITY	0.00
		106 E CHESTNUT/1866349485		01 547-6100	ELECTRICITY	0.00
		WALD SEWER LIFT/6652024823		33 564-6100	ELECTRICITY	0.00
		WALD SEWER LIFT/6652024823		33 564-6100	ELECTRICITY	0.00
		951 S CEMENT/9038147320		33 564-6100	ELECTRICITY	0.00
		STREET LIGHTS/0674286401		01 534-6100	ELECTRICITY	0.00
		816 W MYRTLE SAL/5688602703		01 548-6100	ELECTRICITY	12.09
		401 N 10TH ST/8335679740		01 534-6100	ELECTRICITY	7.12
		800 W MYRTLE SAL/2522536949		01 548-6100	ELECTRICITY	1,418.89
		800 W MYRTLE ST CEP/9452238148		01 548-6100	ELECTRICITY	1,470.64
		129 S 19TH ST/9626520026		64 501-6100	ELECTRICITY	44.80
		605 N 15TH ST SIREN/6689151886		01 534-6100	ELECTRICITY	1.64
		4195 HWY 160/7321944706		01 509-6100	ELECTRICITY	9.53
		1736 N 5TH/6913922871		01 509-6100	ELECTRICITY	0.00
		313 CEMENT/3470051000		54 501-6100	ELECTRICITY	0.00
		1017 E WALNUT/4286941000		54 501-6100	ELECTRICITY	0.00
		309 CEMENT/4470051000		54 501-6100	ELECTRICITY	0.00
		917 E WALNUT/7186941000		54 501-6100	ELECTRICITY	0.00
		951 S CEMENT/9038147320		33 564-6100	ELECTRICITY	0.00
		=== VENDOR TOTALS ===	2,964.71			

01-036763 KANSAS 911 COORDINATING COUNCI

I-2023-78	1/31/2023	2023 CALL HANDLING BASE PACKA	36,600.00			
	AP	DRAFT DISC: 1/31/2023		1099: N		
		2023 CALL HANDLING BASE PACKAG		08 501-8690	PROJECT COST	36,600.00
		=== VENDOR TOTALS ===	36,600.00			

01-019360 PITNEY BOWES GLOBAL FINANCIAL

I-3316825380 2023	1/31/2023	PITNEY BOWES GLOBAL FINANCIAL	284.55			
	AP	DRAFT DISC: 1/31/2023		1099: N		
		PITNEY BOWES GLOBAL FINANCIAL		01 509-6702	POSTAGE METER &	284.55
		=== VENDOR TOTALS ===	284.55			

PACKET: 26841 JANUARY 2023 DRAFT (2023)

VENDOR SET: 01 City of Independence+

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====						
01-036644	SECURITY BENEFIT					
I-JAN 1-DRAFT	1/31/2023	JANUARY 1 2023	3,086.65			
	AP	DRAFT DISC: 1/31/2023		1099: N		
		457 EMPLOYEE CONTRIBUTION		01 2586	SECURITY BENEFI	2,424.15
		457 EMPLOYEE CONTRIBUTION		31 2586	SECURITY BENEFI	0.00
		457 EMPLOYEE CONTRIBUTION		33 2586	SECURITY BENEFI	537.50
		457 EMPLOYEE CONTRIBUTION		37 2586	SECURITY BENEFI	0.00
		457 EMPLOYEE CONTRIBUTION		53 2586	SECURITY BENEFI	125.00
		401A EMPLOYER CONTRIBUTION		26 501-5810	SECURITY BENEFI	0.00
		401A EMPLOYERS CONTRIBUTION		31 501-5810	SECURITY BENEFI	0.00
		401A EMPLOYERS CONTRIBUTION		33 563-5810	SECURITY BENEFI	0.00
		401A EMPLOYERS CONTRIBUTION		37 501-5810	SECURITY BENEFI	0.00
		401A EMPLOYERS CONTRIBUTION		53 501-5810	SECURITY BENEFI	0.00
		=== VENDOR TOTALS ===	3,086.65			
=====						
01-037182	SPARKLIGHT BUSINESS					
I-012023-DRAFT	1/31/2023	SPARKLIGHT INTERNET/TELEPHONE	1,996.67			
	AP	DRAFT DISC: 1/31/2023		1099: N		
		320 W RAILROAD ST/110680360		33 563-6031	INTERNET	56.09
		522 E OAK ST/110678521		33 563-6031	INTERNET	63.60
		128 S 21ST ST/110642519		37 501-6031	INTERNET	142.44
		811 W LAUREL ST/118509850		01 548-6031	INTERENT	450.29
		1700 N PENN AVE/112989751		01 545-6490	OTHER PROFESSIO	164.96
		200 W RAILROAD ST/110667623		01 509-6031	INTERNET	318.53
		MEMORIAL HALL/110675816		01 547-6031	INTERNET	229.66
		320 W RAILROAD ST/110680360		33 563-6031	INTERNET	115.91
		522 E OAK ST/110678521		33 563-6031	INTERNET	131.44
		128 S 21ST ST/110642519		37 501-6031	INTERNET	323.75
		=== VENDOR TOTALS ===	1,996.67			
=====						
01-035989	TOTAH COMMUNICATIONS, INC					
I-012023-STATEMENT	1/31/2023	911 PHONE LINES	55.72			
	AP	DRAFT DISC: 1/31/2023		1099: N		
		911 ELK CITY		08 501-8690	PROJECT COST	27.86
		911 HAVANA		08 501-8690	PROJECT COST	27.86
		=== VENDOR TOTALS ===	55.72			
		=== PACKET TOTALS ===	49,923.89			

PACKET: 26841 JANUARY 2023 DRAFT (2023)

VENDOR SET: 01 City of Independence+

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS 49,923.89

DEBIT MEMO TOTALS 0.00

CREDIT MEMO TOTALS 0.00

BATCH TOTALS 49,923.89

** G/L ACCOUNT TOTALS **

				=====LINE ITEM=====			=====GROUP BUDGET=====		
BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	
	2023	01 -2000	DUE TO POOLED CASH	9,368.21-*					
		01 -2586	SECURITY BENEFIT	2,424.15					
		01 -504-6100	ELECTRICITY	0.00	3,000	2,897.35			
		01 -509-6030	TELEPHONE	974.05	80,000	73,737.60			
		01 -509-6031	INTERNET	318.53	25,000	23,970.26			
		01 -509-6100	ELECTRICITY	9.53	500	490.47			
		01 -509-6702	POSTAGE METER & SCALES	284.55	3,500	3,215.45			
		01 -523-6100	ELECTRICITY	0.00	4,000	4,000.00			
		01 -526-6110	GAS	0.00	3,000	2,058.25			
		01 -528-6100	ELECTRICITY	0.00	1,250	1,250.00			
		01 -533-6100	ELECTRICITY	0.00	20,000	20,000.00			
		01 -533-6110	GAS	0.00	4,500	4,055.32			
		01 -534-6100	ELECTRICITY	8.76	165,000	164,951.61			
		01 -541-6100	ELECTRICITY	0.00	65,000	64,843.77			
		01 -541-6110	GAS	1,296.23	10,000	7,884.95			
		01 -545-6100	ELECTRICITY	0.00	2,000	2,000.00			
		01 -545-6110	GAS	151.18	1,250	1,150.71			
		01 -545-6490	OTHER PROFESSIONAL SERVI	164.96	2,000	1,835.04			
		01 -547-6031	INTERNET	229.66	6,000	5,377.94			
		01 -547-6100	ELECTRICITY	0.00	78,000	77,973.50			
		01 -547-6110	GAS	21.30	14,000	13,641.67			
		01 -548-6031	INTERENT	450.29	0	450.29- Y			
		01 -548-6100	ELECTRICITY	2,901.62	215,000	196,027.27			
		01 -548-6110	GAS	133.40	45,000	46,708.92			
		08 -2000	DUE TO POOLED CASH	36,757.65-*					
		08 -501-8690	PROJECT COST	36,757.65	0	63,586.67- Y			
		26 -501-5810	SECURITY BENEFIT	0.00	45,000	41,500.00			
		31 -2586	SECURITY BENEFIT	0.00					
		31 -501-5810	SECURITY BENEFIT	0.00	2,000	1,925.00			
		31 -501-6100	ELECTRICITY	0.00	13,000	13,000.00			
		31 -501-6110	GAS	0.00	6,000	5,058.44			
		33 -2000	DUE TO POOLED CASH	2,397.44-*					
		33 -2586	SECURITY BENEFIT	537.50					
		33 -561-6100	ELECTRICITY	0.00	115,000	115,000.00			
		33 -561-6110	GAS	1,492.90	10,000	7,849.16			
		33 -562-6100	ELECTRICITY	0.00	2,000	2,000.00			

PACKET: 26841 JANUARY 2023 DRAFT (2023)

VENDOR SET: 01 City of Independence+

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

ITM DATE		GROSS	P.O. #			
-----ID-----	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION

** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
		33	-562-6110	GAS	0.00	3,500	3,079.68			
		33	-563-5810	SECURITY BENEFIT	0.00	14,000	12,900.00			
		33	-563-6031	INTERNET	367.04	2,500	1,957.09			
		33	-564-6100	ELECTRICITY	0.00	175,000	165,504.72			
		33	-564-6110	GAS	0.00	6,000	5,263.81			
		33	-565-6100	ELECTRICITY	0.00	8,500	8,500.00			
		37	-2000	DUE TO POOLED CASH	466.19-*					
		37	-2586	SECURITY BENEFIT	0.00					
		37	-501-5810	SECURITY BENEFIT	0.00	5,000	4,925.00			
		37	-501-6031	INTERNET	466.19	2,500	1,651.77			
		37	-501-6100	ELECTRICITY	0.00	3,500	3,500.00			
		37	-501-6110	GAS	0.00	3,000	2,738.52			
		51	-501-6100	ELECTRICITY	0.00	0	0.00			
		53	-2000	DUE TO POOLED CASH	646.93-*					
		53	-2586	SECURITY BENEFIT	125.00					
		53	-501-5810	SECURITY BENEFIT	0.00	0	300.00-	Y		
		53	-501-6030	TELEPHONE	521.93	0	1,415.28-	Y		
		53	-501-6100	ELECTRICITY	0.00	0	0.00			
		53	-501-6110	GAS	0.00	0	922.36-	Y		
		54	-501-6100	ELECTRICITY	0.00	0	0.00			
		54	-501-6110	GAS	0.00	0	0.00			
		56	-2000	DUE TO POOLED CASH	242.67-*					
		56	-501-6030	TELEPHONE	242.67	0	242.67-	Y		
		56	-501-6100	ELECTRICITY	0.00	0	0.00			
		56	-501-6110	GAS	0.00	0	489.51-	Y		
		57	-501-6100	ELECTRICITY	0.00	0	25.64-	Y		
		57	-501-6110	GAS	0.00	0	0.43-	Y		
		64	-2000	DUE TO POOLED CASH	44.80-*					
		64	-501-6100	ELECTRICITY	44.80	0	113.90-	Y		
		64	-501-6110	GAS	0.00	0	56.32-	Y		
		99	-1600	DUE FROM OTHER FUNDS	49,923.89 *					
			** 2023 YEAR TOTALS	49,923.89						

PACKET: 26841 JANUARY 2023 DRAFT (2023)

VENDOR SET: 01 City of Independence+

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

** END OF REPORT **

PACKET: 26840 JANUARY 2023 DRAFT (2022)

VENDOR SET: 01 City of Independence+

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====						
01-035889	AT&T					
I-DEC 22-DRAFT	12/31/2022	AT&T PHONE BILL	5,098.33			
	AP	DRAFT DFT 001094 12/31/2022		1099: N		
		620 331-9009 666 5		01 509-6030	TELEPHONE	0.00
		620 331-0652 708 4		01 509-6030	TELEPHONE	0.00
		620 331-0610 595 6		01 509-6030	TELEPHONE	0.00
		913 A19-0693823 9		01 509-6030	TELEPHONE	3,072.35
		316 140-9963 880 2		08 501-8690	PROJECT COST	421.29
		620 331-1312 446 1		53 501-6030	TELEPHONE	55.92
		620 331-2202 978 4		56 501-6030	TELEPHONE	70.78
		316 A08-0720 511 6		08 501-8690	PROJECT COST	1,477.99
		620 331-0610 595 6		01 509-6030	TELEPHONE	0.00
		620 331-0652 708 4		01 509-6030	TELEPHONE	0.00
		620 331-9009 666 5		01 509-6030	TELEPHONE	0.00
		620 331-9009 666 5		53 501-6030	TELEPHONE	0.00
		316 140-9963 880 2		08 501-8690	PROJECT COST	0.00
		=== VENDOR TOTALS ===	5,098.33			
=====						
01-036623	AT&T					
I-DEC 2022-DRAFT	12/31/2022	AT&T PHONE BILL	1,737.60			
	AP	DRAFT DFT 001095 12/31/2022		1099: N		
		831-001-1190 884		08 501-8690	PROJECT COST	1,737.60
		=== VENDOR TOTALS ===	1,737.60			
=====						
01-034736	AT&T MOBILITY					
I-287259440768 1222	12/31/2022	AT&T MOBILITY	149.48			
	AP	DRAFT DFT 001091 12/31/2022		1099: N		
		AT&T MOBILITY		01 509-6030	TELEPHONE	149.48
=====						
I-JAN 2023-FIRSTNET	12/31/2022	FIRST NET	2,151.11			
	AP	DRAFT DFT 001091 12/31/2022		1099: N		
		FIRE BLDG INSPECTOR		01 526-6030	TELEPHONE	50.17
		MEMORIAL HALL		01 547-6030	TELEPHONE	45.12
		PARK & ZOO DIRECTOR		01 541-6030	TELEPHONE	45.12
		CEMETERY SEXTON		01 545-6030	TELEPHONE	45.12
		911 CENTER		01 509-6030	TELEPHONE	45.12
		WATER SEWER		33 564-6030	TELEPHONE	17.59
		ZOO SUPERVISOR		01 542-6030	TELEPHONE	45.12
		AIRPORT		31 501-6030	TELEPHONE	31.66
		CODE ENFORCEMENT HOTSPOT		01 527-6030	TELEPHONE	41.24
		POLICE DETECTIVES		01 521-6030	TELEPHONE	45.12
		POLICE SUPERVISOR PHONE		01 521-6030	TELEPHONE	45.12
		FIRE/EMS MED 3		01 526-6030	TELEPHONE	50.17
		FIRE/EMS MED 2		01 526-6030	TELEPHONE	50.17
		FIRE/EMS MED 1		01 526-6030	TELEPHONE	50.17
		WATER SEWER		33 563-6030	TELEPHONE	45.12
		WWTP HOTSPOT		33 564-6030	TELEPHONE	41.24

PACKET: 26840 JANUARY 2023 DRAFT (2022)

VENDOR SET: 01 City of Independence+

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-034736	AT&T MOBILITY	(** CONTINUED **)				
		CITY MANAGER HOTSPOT		01 501-6030	TELEPHONE	41.24
		AIRPORT HOTSPOT		31 501-6030	TELEPHONE	41.24
		IHA MAINTANCE ON CALL LINE		53 501-6030	TELEPHONE	45.12
		STREET		01 533-6030	TELEPHONE	45.12
		CITY MANAGER HOTSPOT		01 501-6030	TELEPHONE	41.24
		DEPUTY CITY CLERK HOTSPOT		01 511-6030	TELEPHONE	41.24
		ASSIST. CITY MANAGER HOTSPOT		01 501-6030	TELEPHONE	41.24
		IT DIRECTOR		01 501-6030	TELEPHONE	50.17
		ANIMAL CONTROL		01 522-6030	TELEPHONE	50.17
		FIRE EMS		01 526-6030	TELEPHONE	41.24
		AIRPORT ONCALL PHONE		31 501-6030	TELEPHONE	50.17
		BACK UP CITY		01 509-6030	TELEPHONE	45.12
		PENN TERRACE ONCALL		53 501-6030	TELEPHONE	31.70
		METER READER		33 563-6030	TELEPHONE	50.17
		CODE ENFORCEMENT		01 526-6030	TELEPHONE	45.12
		5 CITY OF INDY		01 509-6030	TELEPHONE	41.24
		SANITATION SUPERVISOR		37 501-6030	TELEPHONE	45.12
		6 CITY OF INDY		01 509-6030	TELEPHONE	41.24
		2 CITY OF INDY		01 509-6030	TELEPHONE	41.24
		1 CITY OF INDY		01 509-6030	TELEPHONE	41.24
		3 CITY OF INDY		01 509-6030	TELEPHONE	41.24
		4 CITY OF INDY		01 509-6030	TELEPHONE	41.24
		POLICE DETECTIVE		01 509-6030	TELEPHONE	50.17
		FIRE/EMS MED 4		01 526-6030	TELEPHONE	50.17
		MEDIC 4		01 526-6030	TELEPHONE	50.17
		ON CALL STREETS		01 533-6030	TELEPHONE	50.17
		INDEPENDENCE SCHOOL		01 521-6030	TELEPHONE	41.24
		ENGINEER		33 563-6030	TELEPHONE	45.12
		BACK UP 1 CITY		01 509-6030	TELEPHONE	45.12
		AIRPORT BLDG HOT SPOT		31 501-6030	TELEPHONE	41.24
		POLICE SGT		01 521-6030	TELEPHONE	45.12
		POLICE TABLET		01 521-6030	TELEPHONE	41.24
		POLICE DETECTIVE ON CALL		01 521-6030	TELEPHONE	45.12
		=== VENDOR TOTALS ===	2,300.59			

01-033052 ATMOS ENERGY

I-2022-DRAFT	12/31/2022	ATMOS DEC 2022/JAN 23 DRAFT	12,286.19			
AP	DRAFT	DFT 001090 12/31/2022		1099: N		
		1822 WELLS DR/3019022575		01 541-6110	GAS	156.20
		1729 N 5TH ST/3019023770		01 545-6110	GAS	272.13
		700 N CR 4100 ST/3019595662		33 564-6110	GAS	0.00
		436 A ST/3019650851		31 501-6110	GAS	107.30
		498 FREEDOM DR/3019651305		31 501-6110	GAS	268.23
		100 FREEDOM DR/3018498000		31 501-6110	GAS	192.29
		3317 CR 3600/4020903315		31 501-6110	GAS	51.76
		401 S PENN AVE/3019687189		53 501-6110	GAS	1,160.72
		129 S 19TH ST/4015321347		64 501-6110	GAS	66.96
		128 S 21ST ST/3020070314		37 501-6110	GAS	987.18
		500 W RAILROAD ST/3012073069		33 562-6110	GAS	985.97

PACKET: 26840 JANUARY 2023 DRAFT (2022)

VENDOR SET: 01 City of Independence+

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-033052	ATMOS ENERGY	(** CONTINUED **)				
		900 N 9TH ST/3012036484		01 533-6110	GAS	1,810.74
		900 W MYRTLE ST/4019320395		01 526-6110	GAS	0.00
		408 1/2 S 8TH ST		57 501-6110	GAS	105.22
		520 E OAK ST/3018012551		33 561-6110	GAS	2,612.57
		912 COFFEYVILLE/3020383432		56 501-6110	GAS	90.24
		916 E CEDAR ST/3020383914		56 501-6110	GAS	97.15
		915 E EDISON ST/3020383683		56 501-6110	GAS	83.31
		920 E CEDAR ST/3020383254		56 501-6110	GAS	248.22
		1412 N 5TH ST/3018086660		01 541-6110	GAS	1,770.93
		MEMORIAL HALL		01 547-6110	GAS	0.00
		BLDG D		01 548-6110	GAS	0.00
		1736 N 5TH ST/3015903595		01 541-6110	GAS	380.96
		108 E CHESTNUT/4002958158		01 547-6110	GAS	46.86
		1729 N 5TH ST/3019023770		01 545-6110	GAS	0.00
		1822 WELLS/3019022575		01 541-6110	GAS	0.00
		1736 N 5TH/3015903595		01 541-6110	GAS	0.00
		700 N CR 4100 ST/3019595662		33 564-6110	GAS	0.00
		917 E WALNUT/3045579050		54 501-6110	GAS	0.00
		408 S 8TH ST/3044791107		57 501-6110	GAS	0.00
		1017 E WALNUT/3045952664		54 501-6110	GAS	40.65
		520 E OAK ST/3018012551		33 561-6110	GAS	0.00
		1013 E WALNUT/3048164957		54 501-6110	GAS	0.00
		1013 E WALNUT/3048164957		54 501-6110	GAS	0.00
		225 E MAIN ST/3055236937		01 548-6110	GAS	750.60
		=== VENDOR TOTALS ===	12,286.19			

01-003431 BLUE CROSS/BLUE SHIELD OF

I-2022-DRAFT	12/31/2022	NOV-DEC 2022	HEALTH INSURANCE	185,119.22			
AP	DRAFT	DFT 001086	12/31/2022	1099: N			
		2022 HEALTH INSURANCE		01 501-5510	HEALTH INSURANC	6,733.74	
		2022 HEALTH INSURANCE		01 502-5510	HEALTH INSURANC	2,404.24	
		2022 HEALTH INSURANCE		01 511-5510	HEALTH INSURANC	4,220.34	
		2022 HEALTH INSURANCE		01 521-5510	HEALTH INSURANC	35,942.37	
		2022 HEALTH INSURANCE		01 522-5510	HEALTH INSURANC	2,404.24	
		2022 HEALTH INSURANCE		01 526-5510	HEALTH INSURANC	20,327.73	
		2022 HEALTH INSURANCE		01 533-5510	HEALTH INSURANC	4,808.48	
		2022 HEALTH INSURANCE		01 541-5510	HEALTH INSURANC	8,120.76	
		2022 HEALTH INSURANCE		01 542-5510	HEALTH INSURANC	9,936.90	
		2022 HEALTH INSURANCE		01 545-5510	HEALTH INSURANC	4,808.46	
		2022 HEALTH INSURANCE		01 547-5510	HEALTH INSURANC	1,816.12	
		2022 HEALTH INSURANCE		01 548-5510	HEALTH INSURANC	908.06	
		2022 HEALTH INSURANCE		31 501-5510	HEALTH INSURANC	4,060.39	
		2022 HEALTH INSURANCE		33 561-5510	HEALTH INSURANC	10,256.82	
		2022 HEALTH INSURANCE		33 562-5510	HEALTH INSURANC	11,593.04	
		2022 HEALTH INSURANCE		33 563-5510	HEALTH INSURANC	2,404.22	
		2022 HEALTH INSURANCE		33 564-5510	HEALTH INSURANC	4,220.34	
		2022 HEALTH INSURANCE		33 565-5510	HEALTH INSURANC	908.06	
		2022 HEALTH INSURANCE		37 501-5510	HEALTH INSURANC	4,220.36	
		2022 HEALTH INSURANCE		53 501-5510	HEALTH INSURANC	5,128.42	

PACKET: 26840 JANUARY 2023 DRAFT (2022)

VENDOR SET: 01 City of Independence+

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-003431	BLUE CROSS/B	BLUE SHIELD OF	(** CONTINUED **)			
	2022	HEALTH INSURANCE		01 2630	HEALTH INSURANC	23,947.34
	2022	HEALTH INSURANCE		31 2630	HEALTH INSURANC	931.84
	2022	HEALTH INSURANCE		33 2630	HEALTH INSURANC	6,185.80
	2022	HEALTH INSURANCE		37 2630	HEALTH INSURANC	731.86
	2022	HEALTH INSURANCE		53 2630	HEALTH INSURANC	785.48
	2022	HEALTH INSURANCE		26 501-5510	HEALTH INSURANC	7,219.10
	BE-WELL PROGRAM			41 400-4990	OTHER INCOME	5,352.67CR
	BE-WELL PROGRAM			01 501-5510	HEALTH INSURANC	247.20
	BE-WELL PROGRAM			01 502-5510	HEALTH INSURANC	91.20
	BE-WELL PROGRAM			01 511-5510	HEALTH INSURANC	153.80
	BE-WELL PROGRAM			01 521-5510	HEALTH INSURANC	1,242.06
	BE-WELL PROGRAM			01 522-5510	HEALTH INSURANC	89.50
	BE-WELL PROGRAM			01 526-5510	HEALTH INSURANC	752.80
	BE-WELL PROGRAM			01 533-5510	HEALTH INSURANC	179.00
	BE-WELL PROGRAM			01 541-5510	HEALTH INSURANC	304.30
	BE-WELL PROGRAM			01 542-5510	HEALTH INSURANC	361.80
	BE-WELL PROGRAM			01 545-5510	HEALTH INSURANC	184.60
	BE-WELL PROGRAM			01 547-5510	HEALTH INSURANC	59.16
	BE-WELL PROGRAM			01 548-5510	HEALTH INSURANC	30.20
	BE-WELL PROGRAM			26 501-5510	HEALTH INSURANC	211.40
	BE-WELL PROGRAM			31 501-5510	HEALTH INSURANC	153.94
	BE-WELL PROGRAM			33 561-5510	HEALTH INSURANC	365.80
	BE-WELL PROGRAM			33 562-5510	HEALTH INSURANC	417.10
	BE-WELL PROGRAM			33 563-5510	HEALTH INSURANC	93.40
	BE-WELL PROGRAM			33 564-5510	HEALTH INSURANC	153.80
	BE-WELL PROGRAM			33 565-5510	HEALTH INSURANC	28.96
	BE-WELL PROGRAM			37 501-5510	HEALTH INSURANC	147.96
	BE-WELL PROGRAM			53 501-5510	HEALTH INSURANC	179.40
	=== VENDOR TOTALS ===		185,119.22			

01-035464 CONOCO-PHILLIPS FLEET SERVICES

I-86076197-STATEMENT12/31/2022	DEC 2022/JAN 2023 DRAFT	87.47			
AP	DRAFT DFT 001092 12/31/2022		1099: N		
	REACTIVATION FEE		01 509-6300	MEMBERSHIP DUES	0.00
	M HAMILTON		01 526-7200	GASOLINE	45.27
	D. COWAN FUEL		01 526-7200	GASOLINE	42.20
	L. HELKENBERG		01 521-7200	GASOLINE	0.00
	MEDIC 3		01 526-7200	GASOLINE	0.00
	D BRYANT		01 521-7200	GASOLINE	0.00
	HARRISON		01 521-7200	GASOLINE	0.00
	=== VENDOR TOTALS ===	87.47			

PACKET: 26840 JANUARY 2023 DRAFT (2022)

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-032855	EVERGY					
I-DEC 22-035793626	12/31/2022	EVERGY DEC 2022/JAN 23 DRAFT	79,843.68			
	AP	DRAFT DFT 001089 12/31/2022		1099: N		
		121 E RR-SKATEPARK/2910510004		01 541-6100	ELECTRICITY	23.87
		300 E OAK FOUNTAIN/2539907547		01 541-6100	ELECTRICITY	76.46
		520 E OAK WP PAD/4683491487		33 561-6100	ELECTRICITY	10,268.32
		921 HACKNEY WT/9188501367		33 561-6100	ELECTRICITY	62.31
		204 W RAILROAD POLE/6619221926		01 533-6100	ELECTRICITY	414.31
		3600-WEST/2331053208		31 501-6100	ELECTRICITY	465.42
		111 N 6TH/2786658564		01 533-6100	ELECTRICITY	116.36
		300 W RAILROAD/7705718375		33 562-6100	ELECTRICITY	153.41
		900 BIRDIE DR/7627895575		33 565-6100	ELECTRICITY	37.24
		2814 W MAIN/0881894506		01 533-6100	ELECTRICITY	30.31
		2500 W MAIN SIGN/3786624925		01 533-6100	ELECTRICITY	77.08
		S PENN ROAD/7710516936		01 533-6100	ELECTRICITY	22.73
		TRAFFIC LIGHTS 13TH & LAUREL		01 533-6100	ELECTRICITY	10.80
		130 E MAIN/7665453535		01 533-6100	ELECTRICITY	48.39
		1230 N PENN SIGNAL/7700766013		01 533-6100	ELECTRICITY	44.09
		131 N 10TH SIG LGT/2156512740		01 533-6100	ELECTRICITY	56.60
		101 S 10TH SIG LTS/0217020285		01 533-6100	ELECTRICITY	51.89
		3354 HWY 160 SIGN/8400515520		01 533-6100	ELECTRICITY	22.73
		229 N 10TH SIG LTS/6748863029		01 533-6100	ELECTRICITY	47.47
		3029 N PENN SIG LTS/3440044989		01 533-6100	ELECTRICITY	22.73
		2010 N PENN/5964927423		01 533-6100	ELECTRICITY	23.87
		204 W RAILROAD/7705687615		01 533-6100	ELECTRICITY	396.18
		1300 S 17TH - RR #2/7721529010		33 561-6100	ELECTRICITY	358.88
		WATER TOW COLLEGE/7710547691		33 561-6100	ELECTRICITY	133.17
		109 S 21ST/7795783655		33 562-6100	ELECTRICITY	91.85
		320 W RAILROAD/7705779896		33 561-6100	ELECTRICITY	425.70
		WATER TOWER - no/3320068847		33 561-6100	ELECTRICITY	32.10
		150 4TH AVE/3702359441		33 561-6100	ELECTRICITY	293.62
		2820 N 24TH/7797567739		33 565-6100	ELECTRICITY	80.47
		2800 N 10TH/7769852974		33 565-6100	ELECTRICITY	0.00
		RR4 MORNINGSIDE/7738447014		33 565-6100	ELECTRICITY	76.96
		824 E MYRTLE/7681541012		33 565-6100	ELECTRICITY	71.59
		2900 CROWN DR/4245643827		33 565-6100	ELECTRICITY	26.72
		2201 W SYAMORE SW L/7765528048		33 564-6100	ELECTRICITY	76.34
		SEWER PLANT/7758071892		33 564-6100	ELECTRICITY	9,183.14
		1021 TAYLOR SEWER/7405880245		33 564-6100	ELECTRICITY	93.70
		3319 CR 3600/8847385280		33 564-6100	ELECTRICITY	411.89
		1600 W MAPLE/6551883497		01 523-6100	ELECTRICITY	24.90
		SIRENS 6TH&MYRTLE/7749120739		01 523-6100	ELECTRICITY	110.73
		18TH & CIRCLE SIREN/4196849826		01 523-6100	ELECTRICITY	24.57
		10TH & MAPLE SIREN/1863475148		01 523-6100	ELECTRICITY	26.67
		321 S 16TH SIREN/7439441967		01 523-6100	ELECTRICITY	26.06
		2ND & BIRCH SIREN/2561174269		01 523-6100	ELECTRICITY	25.03
		2200 W LAUREL SIREN/8769657587		01 523-6100	ELECTRICITY	51.28
		2412 N 10TH SIREN/7635856902		01 523-6100	ELECTRICITY	25.90
		200 WESTMINSTER/1387340884		01 523-6100	ELECTRICITY	26.21
		140 N 6TH CITY HALL/7806119010		01 504-6100	ELECTRICITY	0.00
		2814 W MAIN/4682460184		01 504-6100	ELECTRICITY	24.74

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-032855	EVERGY	(** CONTINUED **)				
		466 F STREET/4342013463		31 501-6100	ELECTRICITY	28.06
		3615 CR 3300/7624019813		31 501-6100	ELECTRICITY	22.73
		466 FREEDOM DR/9667367883		31 501-6100	ELECTRICITY	257.38
		INDEP AIR BASE/3396395844		31 501-6100	ELECTRICITY	46.99
		INDEP AIR BASE/3237539966		31 501-6100	ELECTRICITY	156.88
		100 A STREET/8822551304		31 501-6100	ELECTRICITY	376.03
		INDEP AIR BASE/0567052448		31 501-6100	ELECTRICITY	216.55
		RR1 AWOS SITE/7549621924		31 501-6100	ELECTRICITY	53.56
		CEMETERY/7631402211		01 545-6100	ELECTRICITY	70.02
		RT RD CEMETERY/7738416251		01 545-6100	ELECTRICITY	68.84
		EAST MAUSOLEUM/4049141848		01 545-6100	ELECTRICITY	34.93
		1690 OVERLOOK DR/0713871660		33 561-6100	ELECTRICITY	72.06
		110 E MYRTLE ALY 4/9176640368		01 533-6100	ELECTRICITY	48.34
		111 E MYRTLE ALY 3/6008648446		01 533-6100	ELECTRICITY	31.88
		113 E LAUREL ALY 5/2938533747		01 533-6100	ELECTRICITY	40.08
		112 E LAUREL ALY 6/3515450168		01 533-6100	ELECTRICITY	54.40
		113 W MAIN ALLEY/0716572762		01 533-6100	ELECTRICITY	23.87
		225 E MAIN/1926226549		01 528-6100	ELECTRICITY	132.13
		102 W CHESTNUT/0425275047		01 533-6100	ELECTRICITY	111.51
		112 E MAIN ALLEY #2/0665333086		01 533-6100	ELECTRICITY	46.05
		112 W LAUREL ALLEY/9955437429		01 533-6100	ELECTRICITY	42.38
		113 W LAUREL ALLEY/3323646263		01 533-6100	ELECTRICITY	49.96
		113 W MYRTLE ALLEY/8564039307		01 533-6100	ELECTRICITY	37.61
		112 W MAIN ALLEY/5687095026		01 533-6100	ELECTRICITY	37.53
		112 W MYRTLE ALLEY/7783054069		01 533-6100	ELECTRICITY	33.52
		CITY HALL N 120/7634447454		01 547-6100	ELECTRICITY	5,269.64
		430 N PENN AVE/4208974247		01 547-6100	ELECTRICITY	62.87
		431 N 6TH STREET/8440627385		01 547-6100	ELECTRICITY	59.25
		RIVERSIDE PARK/7623896772		01 541-6100	ELECTRICITY	4,108.42
		ZOO SHELTER STORAGE/5436316563		01 541-6100	ELECTRICITY	226.67
		125 S 21 ST STREET/7795845178		37 501-6100	ELECTRICITY	90.57
		1301 N 5TH - POOL/6222945624		01 541-6100	ELECTRICITY	339.33
		401 S PENN/7694490971		53 501-6100	ELECTRICITY	12,893.61
		920 E CEDAR ST/8186251000		56 501-6100	ELECTRICITY	210.72
		916 E CEDAR ST 1/6591851000		56 501-6100	ELECTRICITY	57.57
		916 E CEDAR ST 2/7591851000		56 501-6100	ELECTRICITY	36.08
		916 E CEDAR ST 3/8591851000		56 501-6100	ELECTRICITY	68.88
		915 E EDDISON/8082551000		56 501-6100	ELECTRICITY	223.98
		912E COFFEYVILLE/5082551000		56 501-6100	ELECTRICITY	188.48
		408 S 8TH ST/3107290589		57 501-6100	ELECTRICITY	0.00
		400 S PENN AVE/5325357609		51 501-6100	ELECTRICITY	29.82
		312 N 8TH ST/2798433148		01 509-6100	ELECTRICITY	23.87
		113 N 6TH ST SIREN/2776650243		01 534-6100	ELECTRICITY	26.04
		108 E CHESTNUT ST/0191053666		01 547-6100	ELECTRICITY	27.54
		106 E CHESTNUT/1866349485		01 547-6100	ELECTRICITY	31.30
		WALD SEWER LIFT/6652024823		33 564-6100	ELECTRICITY	0.00
		WALD SEWER LIFT/6652024823		33 564-6100	ELECTRICITY	0.00
		951 S CEMENT/9038147320		33 564-6100	ELECTRICITY	0.00
		STREET LIGHTS/0674286401		01 534-6100	ELECTRICITY	13,890.94
		816 W MYRTLE SAL/5688602703		01 548-6100	ELECTRICITY	187.38
		401 N 10TH ST/8335679740		01 534-6100	ELECTRICITY	37.03

PACKET: 26840 JANUARY 2023 DRAFT (2022)

VENDOR SET: 01 City of Independence+

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-032855	EVERGY	(** CONTINUED **)				
		800 W MYRTLE SAL/2522536949		01 548-6100	ELECTRICITY	7,378.22
		800 W MYRTLE ST CEP/9452238148		01 548-6100	ELECTRICITY	7,647.32
		129 S 19TH ST/9626520026		64 501-6100	ELECTRICITY	119.47
		605 N 15TH ST SIREN/6689151886		01 534-6100	ELECTRICITY	25.39
		4195 HWY 160/7321944706		01 509-6100	ELECTRICITY	13.20
		1736 N 5TH/6913922871		01 509-6100	ELECTRICITY	210.98
		313 CEMENT/3470051000		54 501-6100	ELECTRICITY	11.75
		1017 E WALNUT/4286941000		54 501-6100	ELECTRICITY	23.80
		309 CEMENT/4470051000		54 501-6100	ELECTRICITY	9.93
		917 E WALNUT/7186941000		54 501-6100	ELECTRICITY	25.55
		951 S CEMENT/9038147320		33 564-6100	ELECTRICITY	0.00
		=== VENDOR TOTALS ===	79,843.68			

01-037209 FIRST NATIONAL BANK OF OMAHA

I-DEC 2022-STATEMENT	12/31/2022	DEC 22/JAN 23 DRAFT	21,702.00			
AP	DRAFT	DFT 001098 12/31/2022		1099: N		
	NOVEMBER 2022	CC STMT		99 2550	DUE TO FNB OMAH	21,702.00
		=== VENDOR TOTALS ===	21,702.00			

01-037526 GLOBAL PAYMENTS INTEGRATED

I-DEC2022-DRAFT	12/31/2022	DEC 2022 CC/JAN 2023 DRAFT	5,969.23			
AP	DRAFT	DFT 001101 12/31/2022		1099: N		
	UTILITY B			33 563-6490	OTHER PROFESSIO	5,145.14
	UTILITY B			33 563-6490	OTHER PROFESSIO	486.77
	UTILITY MISC			33 563-6490	OTHER PROFESSIO	337.32
		=== VENDOR TOTALS ===	5,969.23			

01-013110 KANSAS DEPARTMENT OF

I-NOVE 202-DRAFT	12/31/2022	NOVEMBER 2022 WATER/GAS TAX	7,698.09			
AP	DRAFT	DFT 001087 12/31/2022		1099: N		
	OCTOBER 2022	WATER/GAS TAX		31 2010	CITY SALES TAX	946.63
	OCSEPTEMBER 2022	WATER/GAS TAX		31 2030	SALES TAX PAYAB	2,051.08
	OCTOBER 2022	WATER/GAS TAX		33 2130	STATE SALES TAX	3,491.83
	OCTOBER 2022	WATER/GAS TAX		33 563-6290	OTHER TAXES	1,055.24
	OCTOBER 2022	WATER/GAS TAX		33 563-6290	OTHER TAXES	0.00
	OCTOBER 2022	WATER/GAS TAX		31 501-6290	OTHER TAXES	153.31
	OCTOBER 2022	WATER/GAS TAX		31 501-6290	OTHER TAXES	0.00
		=== VENDOR TOTALS ===	7,698.09			

PACKET: 26840 JANUARY 2023 DRAFT (2022)

VENDOR SET: 01 City of Independence+

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

		ITM DATE			GROSS	P.O. #		
-----ID-----	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION	
=====								
01-035708 KANSAS STATE TREASURER								

I-132187-DRAFT	12/31/2022	MUNICIPAL COURT REVENUE		840.84				
	AP	DRAFT	DFT 001093 12/31/2022		1099: N			
		MUNICIPAL COURT REVENUE			01 502-6490	OTHER PROFESSIO	840.84	
		=== VENDOR TOTALS ===		840.84				
=====								
01-037235 KRS								

I-CP309232	12/31/2022	WP POINTS		14.40				
	AP	DRAFT	DFT 001099 12/31/2022		1099: Y			
		WP POINTS			31 501-7201	PROCESSING FEE	14.40	
		=== VENDOR TOTALS ===		14.40				
=====								
01-019360 PITNEY BOWES GLOBAL FINANCIAL								

I-3316825380 2022	12/31/2022	PITNEY BOWES GLOBAL FINANCIAL		569.10				
	AP	DRAFT	DFT 001088 12/31/2022		1099: N			
		PITNEY BOWES GLOBAL FINANCIAL			01 509-6702	POSTAGE METER &	569.10	
		=== VENDOR TOTALS ===		569.10				
=====								
01-036644 SECURITY BENEFIT								

I-DEC 15-DRAFT	12/31/2022	DECEMBER 2ND 2022		6,951.65				
	AP	DRAFT	DFT 001096 12/31/2022		1099: N			
		457 EMPLOYEE CONTRIBUTION			01 2586	SECURITY BENEFI	2,399.15	
		457 EMPLOYEE CONTRIBUTION			31 2586	SECURITY BENEFI	0.00	
		457 EMPLOYEE CONTRIBUTION			33 2586	SECURITY BENEFI	537.50	
		457 EMPLOYEE CONTRIBUTION			37 2586	SECURITY BENEFI	0.00	
		457 EMPLOYEE CONTRIBUTION			53 2586	SECURITY BENEFI	125.00	
		401A EMPLOYER CONTRIBUTION			26 501-5810	SECURITY BENEFI	2,740.00	
		401A EMPLOYERS CONTRIBUTION			31 501-5810	SECURITY BENEFI	0.00	
		401A EMPLOYERS CONTRIBUTION			33 563-5810	SECURITY BENEFI	900.00	
		401A EMPLOYERS CONTRIBUTION			37 501-5810	SECURITY BENEFI	0.00	
		401A EMPLOYERS CONTRIBUTION			53 501-5810	SECURITY BENEFI	250.00	
		=== VENDOR TOTALS ===		6,951.65				
=====								
01-037182 SPARKLIGHT BUSINESS								

I-2022-DRAFT	12/31/2022	SPARKLIGHT INTERNET/TELEPHONE		547.32				
	AP	DRAFT	DFT 001097 12/31/2022		1099: N			
		320 W RAILROAD ST/110680360			33 563-6031	INTERNET	59.82	
		522 E OAK ST/110678521			33 563-6031	INTERNET	67.84	
		128 S 21ST ST/110642519			37 501-6031	INTERNET	151.94	
		811 W LAUREL ST/118509850			01 548-6031	INTERENT	184.21	
		1700 N PENN AVE/112989751			01 545-6490	OTHER PROFESSIO	0.00	
		200 W RAILROAD ST/110667623			01 509-6031	INTERNET	0.00	
		MEMORIAL HALL/110675816			01 547-6031	INTERNET	83.51	

PACKET: 26840 JANUARY 2023 DRAFT (2022)

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====						
01-037182	SPARKLIGHT BUSINESS	(** CONTINUED **)				
	320 W RAILROAD ST/110680360			33 563-6031	INTERNET	0.00
	522 E OAK ST/110678521			33 563-6031	INTERNET	0.00
	128 S 21ST ST/110642519			37 501-6031	INTERNET	0.00
	=== VENDOR TOTALS ===		547.32			

01-037328 VERIZON

I-DEC 2022-STATEMENT12/31/2022	GPS SERVICES DEC/JAN DRAFT	394.20				
AP	DRAFT DFT 001100 12/31/2022		1099: N			
	GPS SERVICES 2022/SEP DRAFT		01 526-6710	VEHICLE MAINTEN		167.35
	GPS SERVICES 2022/SEP DRAFT		01 521-6490	OTHER PROFESSIO		226.85
	=== VENDOR TOTALS ===	394.20				
	=== PACKET TOTALS ===	331,159.91				

PACKET: 26840 JANUARY 2023 DRAFT (2022)

VENDOR SET: 01 City of Independence+

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS	331,159.91
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00

BATCH TOTALS	331,159.91
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** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2022	01	-2000	DUE TO POOLED CASH	186,989.15	-*			
	01	-2586	SECURITY BENEFIT	2,399.15				
	01	-2630	HEALTH INSURANCE	23,947.34				
	01	-501-5510	HEALTH INSURANCE	6,980.94	41,535	317.78	- Y	
	01	-501-6030	TELEPHONE	173.89	0	3,553.81		
	01	-502-5510	HEALTH INSURANCE	2,495.44	5,664	9,280.36	- Y	
	01	-502-6490	OTHER PROFESSIONAL SERVI	840.84	29,000	15,925.17		
	01	-504-6100	ELECTRICITY	24.74	3,000	1,342.01		
	01	-509-6030	TELEPHONE	3,654.80	80,000	4,424.48	- Y	
	01	-509-6031	INTERNET	0.00	25,000	20,575.32		
	01	-509-6100	ELECTRICITY	248.05	500	895.14	- Y	
	01	-509-6300	MEMBERSHIP DUES	0.00	1,000	601.00		
	01	-509-6702	POSTAGE METER & SCALES	569.10	3,500	1,488.70	- Y	
	01	-511-5510	HEALTH INSURANCE	4,374.14	49,002	22,203.75		380,547 41,569.69
	01	-511-6030	TELEPHONE	41.24	0	371.16	- Y	380,547 45,902.59
	01	-521-5510	HEALTH INSURANCE	37,184.43	230,340	28,510.76		
	01	-521-6030	TELEPHONE	262.96	2,000	1,030.32	- Y	
	01	-521-6490	OTHER PROFESSIONAL SERVI	226.85	40,000	13,268.72	- Y	
	01	-521-7200	GASOLINE	0.00	25,000	10,153.10	- Y	
	01	-522-5510	HEALTH INSURANCE	2,493.74	14,870	65.89	- Y	
	01	-522-6030	TELEPHONE	50.17	500	144.60	- Y	
	01	-523-6100	ELECTRICITY	341.35	4,000	410.43	- Y	
	01	-526-5510	HEALTH INSURANCE	21,080.53	247,868	99,736.16		
	01	-526-6030	TELEPHONE	387.38	5,000	738.68	- Y	
	01	-526-6110	GAS	0.00	3,000	1,252.17		
	01	-526-6710	VEHICLE MAINTENANCE	167.35	40,000	10,404.32		
	01	-526-7200	GASOLINE	87.47	26,000	11,996.85	- Y	
	01	-527-6030	TELEPHONE	41.24	0	371.16	- Y	
	01	-528-6100	ELECTRICITY	132.13	1,250	92.17		
	01	-533-5510	HEALTH INSURANCE	4,987.48	51,163	19,846.59		
	01	-533-6030	TELEPHONE	95.29	1,000	524.80	- Y	
	01	-533-6100	ELECTRICITY	1,942.67	20,000	1,873.74	- Y	
	01	-533-6110	GAS	1,810.74	4,500	1,497.02	- Y	
	01	-534-6100	ELECTRICITY	13,979.40	165,000	12,390.21	- Y	
	01	-541-5510	HEALTH INSURANCE	8,425.06	58,208	7,203.71		
	01	-541-6030	TELEPHONE	45.12	1,500	284.94		

PACKET: 26840 JANUARY 2023 DRAFT (2022)

VENDOR SET: 01 City of Independence+

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

ITM DATE		GROSS	P.O. #			
-----ID-----	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
** G/L ACCOUNT TOTALS **						
BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
		01 -541-6100	ELECTRICITY	4,774.75	65,000	3,725.97- Y
		01 -541-6110	GAS	2,308.09	10,000	3,074.55- Y
		01 -542-5510	HEALTH INSURANCE	10,298.70	66,256	8,245.09
		01 -542-6030	TELEPHONE	45.12	1,250	372.87
		01 -545-5510	HEALTH INSURANCE	4,993.06	29,740	159.64- Y
		01 -545-6030	TELEPHONE	45.12	0	803.29- Y
		01 -545-6100	ELECTRICITY	173.79	2,000	555.46- Y
		01 -545-6110	GAS	272.13	1,250	779.80- Y
		01 -545-6490	OTHER PROFESSIONAL SERVI	0.00	2,000	1,385.17- Y
		01 -547-5510	HEALTH INSURANCE	1,875.28	19,220	7,432.29
		01 -547-6030	TELEPHONE	45.12	700	683.45- Y
		01 -547-6031	INTERNET	83.51	6,000	486.24
		01 -547-6100	ELECTRICITY	5,450.60	78,000	21,242.63- Y
		01 -547-6110	GAS	46.86	14,000	5,347.42- Y
		01 -548-5510	HEALTH INSURANCE	938.26	5,664	21.96
		01 -548-6031	INTERENT	184.21	0	7,138.41- Y
		01 -548-6100	ELECTRICITY	15,212.92	215,000	15,431.02- Y
		01 -548-6110	GAS	750.60	45,000	46,587.52- Y
		08 -2000	DUE TO POOLED CASH	3,636.88-*		
		08 -501-8690	PROJECT COST	3,636.88	0	110,054.12- Y
		26 -2000	DUE TO POOLED CASH	10,170.50-*		
		26 -501-5510	HEALTH INSURANCE	7,430.50	0	42,675.01- Y
		26 -501-5810	SECURITY BENEFIT	2,740.00	45,000	15,290.00
		31 -2000	DUE TO POOLED CASH	10,719.08-*		
		31 -2010	CITY SALES TAX PAYABLE	946.63		
		31 -2030	SALES TAX PAYABLE	2,051.08		
		31 -2586	SECURITY BENEFIT	0.00		
		31 -2630	HEALTH INSURANCE	931.84		
		31 -501-5510	HEALTH INSURANCE	4,214.33	11,327	1,333.05- Y
		31 -501-5810	SECURITY BENEFIT	0.00	2,000	1,725.00
		31 -501-6030	TELEPHONE	164.31	1,000	2,073.19- Y
		31 -501-6100	ELECTRICITY	1,623.60	13,000	3,413.33- Y
		31 -501-6110	GAS	619.58	6,000	1,362.70
		31 -501-6290	OTHER TAXES	153.31	20,000	10,312.86
		31 -501-7201	PROCESSING FEE - FUEL SA	14.40	3,000	2,059.65- Y
		33 -2000	DUE TO POOLED CASH	74,456.05-*		
		33 -2130	STATE SALES TAX PAYABLE	3,491.83		
		33 -2586	SECURITY BENEFIT	537.50		
		33 -2630	HEALTH INSURANCE	6,185.80		
		33 -561-5510	HEALTH INSURANCE	10,622.62	73,571	9,814.42
		33 -561-6100	ELECTRICITY	11,646.16	115,000	29,154.77- Y
		33 -561-6110	GAS	2,612.57	10,000	3,697.54- Y

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
** G/L ACCOUNT TOTALS **							
BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET OVER AVAILABLE BUDG
		33 -562-5510	HEALTH INSURANCE	12,010.14	80,712	17,076.74	
		33 -562-6100	ELECTRICITY	245.26	2,000	257.25-	Y
		33 -562-6110	GAS	985.97	3,500	500.04-	Y
		33 -563-5510	HEALTH INSURANCE	2,497.62	36,580	21,116.77	
		33 -563-5810	SECURITY BENEFIT	900.00	14,000	4,100.00	
		33 -563-6030	TELEPHONE	140.41	2,500	867.05	
		33 -563-6031	INTERNET	127.66	2,500	0.69	
		33 -563-6290	OTHER TAXES	1,055.24	22,000	7,089.03	
		33 -563-6490	OTHER PROFESSIONAL SERVI	5,969.23	50,000	125,193.00-	Y
		33 -564-5510	HEALTH INSURANCE	4,374.14	31,861	1,395.21	
		33 -564-6030	TELEPHONE	58.83	1,500	1,419.79-	Y
		33 -564-6100	ELECTRICITY	9,765.07	175,000	21,760.46	
		33 -564-6110	GAS	0.00	6,000	2,009.56	
		33 -565-5510	HEALTH INSURANCE	937.02	5,664	27.22	
		33 -565-6100	ELECTRICITY	292.98	8,500	2,886.94	
		37 -2000	DUE TO POOLED CASH	6,374.99-*			
		37 -2586	SECURITY BENEFIT	0.00			
		37 -2630	HEALTH INSURANCE	731.86			
		37 -501-5510	HEALTH INSURANCE	4,368.32	52,600	8,438.44	
		37 -501-5810	SECURITY BENEFIT	0.00	5,000	5,000.00	
		37 -501-6030	TELEPHONE	45.12	0	538.88-	Y
		37 -501-6031	INTERNET	151.94	2,500	368.91-	Y
		37 -501-6100	ELECTRICITY	90.57	3,500	2,359.29	
		37 -501-6110	GAS	987.18	3,000	1,541.69-	Y
		41 -2000	DUE TO POOLED CASH	5,352.67 *			
		41 -400-4990	*NON-EXPENSE	5,352.67-	0	30,423.00	
		51 -2000	DUE TO POOLED CASH	29.82-*			
		51 -501-6100	ELECTRICITY	29.82	0	361.44-	Y
		53 -2000	DUE TO POOLED CASH	20,655.37-*			
		53 -2586	SECURITY BENEFIT	125.00			
		53 -2630	HEALTH INSURANCE	785.48			
		53 -501-5510	HEALTH INSURANCE	5,307.82	40,000	2,993.20-	Y
		53 -501-5810	SECURITY BENEFIT	250.00	3,600	300.00	
		53 -501-6030	TELEPHONE	132.74	3,500	2,433.52-	Y
		53 -501-6100	ELECTRICITY	12,893.61	90,000	33,048.93-	Y
		53 -501-6110	GAS	1,160.72	7,000	957.50-	Y
		54 -2000	DUE TO POOLED CASH	111.68-*			
		54 -501-6100	ELECTRICITY	71.03	250	253.48-	Y
		54 -501-6110	GAS	40.65	250	47.44-	Y
		56 -2000	DUE TO POOLED CASH	1,375.41-*			
		56 -501-6030	TELEPHONE	70.78	1,800	1,065.20-	Y
		56 -501-6100	ELECTRICITY	785.71	12,000	1,746.85-	Y

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
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** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
		56 -501-6110	GAS	518.92	3,000	434.08-	Y			
		57 -2000	DUE TO POOLED CASH	105.22-*						
		57 -501-6100	ELECTRICITY	0.00	0	403.79-	Y			
		57 -501-6110	GAS	105.22	0	797.02-	Y			
		64 -2000	DUE TO POOLED CASH	186.43-*						
		64 -501-6100	ELECTRICITY	119.47	0	1,398.94-	Y			
		64 -501-6110	GAS	66.96	0	762.88-	Y			
		99 -1600	DUE FROM OTHER FUNDS	309,457.91 *						
		99 -2550	DUE TO FNB OMAHA - CC	21,702.00						

** 2022 YEAR TOTALS 331,159.91

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

** END OF REPORT **



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 23, 2023**

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Data relating to financial affairs or trade secrets of second parties.

SUMMARY RECOMMENDATION Go into executive session.

BACKGROUND

FINANCIAL INFORMATION

SUGGESTED MOTION I move that we recess for an executive session concerning confidential data relating to financial affairs and/or trade secrets of a company pursuant to the exception found at K.S.A. 75-4319(b)(4). The open meeting will resume at _____p.m. in the Civic Center of Memorial Hall.

SUPPORTING DOCUMENTS