

INDEPENDENCE CITY COMMISSION

REGULAR SESSION AGENDA

December 28, 2023

5:30 PM

City Commission/Municipal Court Room, 1916 City Hall

To participate by conference call:
1 785-289-4727 Conference ID: 569 533 576#

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. IHPRC -- One unexpired position -- Applications due on January 5, 2024
- B. Planning Commission -- Two unexpired positions (Inside City), and one position expiring on January 1, 2024 (Outside City within 3 miles) -- Applications due on January 5, 2024

III. PRESENTATIONS

- A. City Emergency Management Update

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 approving the following Cereal Malt Beverage licenses:

- 1. William Matthew Cox DBA Dueces Tavern, LLC 112 S. 25th, Independence KS 67301
- 2. Matthew Kent DBA Gramps Tavern 811 N. 11Th, Independence KS 67301
- 3. Pete's Independence 401. W Main, Independence KS 67301
- 4. Akas 1 LLC 3024 W. Main, Independence KS 67301
- 5. Walgreens #09454 301 W. Main, Independence KS 67301
- 6. Walmart #2893 121 Peter Pan, Independence KS 67301
- 7. Pizza Hut Of SE Kansas 1815 N. Penn, Independence KS 67301
- 8. Casey's General Store #1814 1305 N Penn, Independence KS 67301
- 9. DG Retail, LLC 1210 East Main Independence KS 67301
- 10. G &W 2 LLC 416 W Myrtle Independence KS 67301
- 11. C-Store Operations LLC 1901 N. Penn Independence, KS 67301

- B. Consider approving City Commission minutes from November 1st, 9th, 13th, 28th and December 14, 2023
- C. Consider authorizing purchase of liquid chlorine for the Water Treatment Plant from DPC Enterprises, L.P.

- D. Consider authorizing the Capital Improvement Plan for submittal to the Federal Aviation Administration.
- E. Consider initiating a variance regarding a lot split of City-owned property.
- F. Consider a Memorandum of Understanding with Independence-USD 446 Recreation Commission regarding use of City owned property.
- G. Consider authorizing the City Manager to sign an engagement letter with Tanner LLC for the facilitation of the January 17, 2024 Annual City Commission/City Staff Planning Retreat.

V. PUBLIC HEARING

- A. Amended Budget Public Hearing

VI. ITEMS FOR COMMISSION ACTION

- A. Consider authorizing the following agreements with JMZ Corporation dba KwiKom:
 - 1. Right-of-Way License Agreement
 - 2. Grant Award Agreement to construct broadband infrastructure
- B. Consider Purchase of Car Camera solution with Axon Enterprise
- C. Consider purchase of body worn cameras with Axon Enterprise.
- D. Consider Purchase of Flock Safety Automated License Plate Readers.
- E. Consider adopting a resolution for a conditional use permit for "Storage and warehousing of household goods" and "Storage and warehousing of nonhazardous products" in a C-2, commercial services district at 1635 West Main Street.
- F. Consider an ordinance for a text amendment to modify the permitted and conditional use table relating to the retail sale of aircraft parts.
- G. Consider modifying the vacation policy.
- H. Consider setting the date of February 22, 2024, for a Public Hearing to consider the condemnation of 217 S. 2nd Street as dangerous and unsafe.
- I. Consider approving issuance of bid documents for the renovation of the parking lot north of City Hall.
- J. Consider approving application for a Kansas Water Office grant to conduct dam inspection and repair activities.

VII. REPORTS

- A. Monthly Project Report
- B. City Board Minutes
- C. Appropriations October 29 - November 30, 2023

VIII. CITY MANAGER'S COMMENTS

IX. COMMISSIONERS' COMMENTS

X. PUBLIC CONCERNS

XI. EXECUTIVE SESSION

- A. Personnel matters of non-elected personnel.

XII. ADJOURNMENT



Presentation
CITY OF INDEPENDENCE
December 28, 2023

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM IHPRC -- One unexpired position -- Applications due on January 5, 2024

BACKGROUND We currently have openings on the Independence Historic Preservation and Research Commission (IHPRC). Applications are due by Noon on January 5, 2024.

The Independence Historic Preservation and Resource Commission shall consist of seven members who shall be appointed by the mayor subject to confirmation by a majority vote of the governing body of the city. Members whose terms have expired shall continue to serve until their successors have been appointed. The following qualifications shall apply to appointees to the IHPRC:

1. All appointees shall be residents of the city.
2. All appointees shall be persons who have demonstrated interest, knowledge or training in fields closely related to historic preservation, such as history, architecture, landscape architecture, architectural history, archeology, planning, real estate, law, finance, building trades, urban design and geography.
3. Not less than three appointees shall be composed of persons who are engaged in or retired from preservation-related professions such as archeology, architectural history, conservation, cultural anthropology, curation, engineering, folklore, historic architecture, historic preservation planning, historic preservation and history; provided, however, that upon a demonstration that the required number of positions for preservation-related professionals could not be filled despite a reasonable effort to do so, the governing body may waive this requirement. What constitutes a reasonable effort to fill such positions shall take into consideration the possibility that the absence of certain preservation-related professions on the IHPRC may necessitate the retaining of consultants.

For more information, contact David Cowan at 620-330-0056, or visit this link: [IHPRC City Code](#)

To apply, click here: [City Board Application](#)

SUPPORTING DOCUMENTS



Presentation
CITY OF INDEPENDENCE
December 28, 2023

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Planning Commission -- Two unexpired positions (Inside City), and one position expiring on January 1, 2024 (Outside City within 3 miles) -- Applications due on January 5, 2024

BACKGROUND We currently have openings on the Independence Planning Commission and Board of Zoning Appeals. Applications to serve on the Planning Commission and Board of Zoning Appeals are due by noon on January 5, 2024. Applicants must live within the City limits or within 3 miles.

For more information about the Planning Commission, visit this link: [Planning Commission/Board of Zoning Appeals](#)

To apply, click here: [City Board Application](#)

SUPPORTING DOCUMENTS



Presentation
CITY OF INDEPENDENCE
December 28, 2023

Department Admin

Director Approval David Cowan

AGENDA ITEM City Emergency Management Update

BACKGROUND The National Weather Service (NWS) held a Southeast Kansas Regional meeting on October 03, 2023, to discuss advancement in weather forecasting, new technology, and web page access in 2024 and encourage the communities and counties to provide information to our citizens so they can be storm ready when an event occurs. Since October, the City emergency management team has been working with Montgomery County Emergency Manager Rick Whitson as we review and implement new policies. The changes being made are:

Storm Siren Policy: In response to the National Weather Service (NWS) request, the City of Independence has implemented a new Storm Siren Policy. Technological advancements by the NWS now allow for more precise tornado warning forecasts using polygons to identify the warned area. Under this policy, our 911 center will automatically activate sirens if Independence is within the polygon warned area. Additionally, the NWS suggested we include the following additional categories. A. Straight-line winds greater than 75 mph. B. Hail greater than 2.50" in diameter (tennis ball size or larger). Please note that the City does not sound an all-clear after the activation of the storm sirens. Citizens should listen to local radio, the City alerting system or Facebook messaging for updates.

Alerting Software for Citizens: On December 15, 2023, the City announced the adoption of a new alerting system via Facebook, call Regroup, now being utilized by the City of Independence. Regroup is an alerting software that allows citizens to sign up for city alerts via text, phone calls, and email messaging. **Weather Alerts:** Regroup automatically notifies Independence subscribers to severe thunderstorm and tornado warnings issued by the NWS for the City of Independence. We encourage the citizens to sign up for Regroup at: <https://www.independenceks.gov/342/Emergency-Management>

Storm Shelters: The City of Independence does not have any structures that are FEMA storm shelter-rated for the public. We do not want to give our citizens a false sense of security as these buildings offer no more protection than a well-built residential structure. We encourage our citizens to be storm-ready and aware. Families should pre-plan what they will do during a severe thunderstorm or tornado warning. Tornadoes and severe weather events can happen with very little notice, even with today's technology. Traveling to a storm shelter could also put a citizen at risk, as a vehicle is one of the most dangerous places to be during a tornado. Sheltering in place affords you the quickest and best protection.

- **Houses with no basement, apartment, or a dorm:** Avoid rooms with windows, go to the lowest floor, find a small center room, (bathroom or closet under a stairwell) or an interior hallway with no windows.

- **Trailer Home:** Leave the trailer home (be weather aware and prepared to leave quickly), Go to a designated storm shelter or planned location to seek shelter, if you have no time to escape, find the lowest lying area (ditch), lay down, covering your head with your hands.

City Hall - 120 N. 6th: is open 24/7 and citizens may come to the building during a severe weather / tornado warning. The building is not FEMA rated.

Storm Spotters: The City of Independence continues to work closely with NWS, Montgomery County Emergency Management, Montgomery County Rural Fire, Sheriff Office and Louisburg/Elk City Fire Department during weather events. Our storm spotters play a critical role in providing information that is relayed back to the NWS and local agencies on the storms and what they are seeing. This information and radar allow the NWS to forecast and provide warnings to citizens as quickly as possible.

The City of Independence encourages our citizens to be weather aware at all times. Join the alerting group Regroup, develop a plan with your family, and have (3) days of supplies ready at all times.

SUPPORTING DOCUMENTS

1. Storm Siren Policy - rev 12192023



"Delivering Excellence"

CITY OF INDEPENDENCE

SOP

ALL HAZARD OUTDOOR WARNING SIREN ACTIVATION

The activation of the alert tone on the Outdoor Warning Siren for the City of Independence shall constitute an emergency for the City of Independence and residents need to seek shelter and tune into the local media to gather further information on the emergency, as danger exists beyond a reasonable doubt to human life from weather-related hazard or a Hazardous Material Incident.

The following Criteria shall be the basis for siren activation:

- 1) Any time the City of Independence is included in a National Weather Service (NWS) issued Tornado Warning polygon, the siren will be sounded in the community.
- 2) An NWS radar signature of strong, persistent rotation, preferably confirmed by a trained spotter, or a trained spotter report of a tornado, funnel cloud or potentially life-threatening weather event within **10 miles** of Independence and in the path of the event.
- 3) Straight line winds in excess of 75 mph, often indicative of damaging straight-line winds associated with a Severe Thunderstorm.
- 4) Potentially life threatening or damaging hail of 2.50" (baseball) in diameter or larger (tennis ball size or larger)
- 5) Or a large scale Hazardous Materials Spill that could harm the general public if action is not taken.

THE ACTIVATION OF THE OUTDOOR SIRENS SHALL MEAN THAT CITIZENS SHOULD MOVE TO A PLACE OF SAFETY. DETAILED INFORMATION SHALL BE GIVEN TO THE LOCAL MEDIA AS TO SPECIFIC ACTIONS TO BE TAKEN BY THE PUBLIC AND THAT THE SIRENS SHALL NOT BE USED TO ISSUE AN ALL-CLEAR SIGNAL.



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
December 28, 2023**

Department City Clerk

Director Approval David Schwenker

AGENDA ITEM Consider approving the following Cereal Malt Beverage licenses:

1. William Matthew Cox DBA Dueces Tavern, LLC 112 S. 25th, Independence KS 67301
2. Matthew Kent DBA Gramps Tavern 811 N. 11Th, Independence KS 67301
3. Pete's Independence 401. W Main, Independence KS 67301
4. Akas 1 LLC 3024 W. Main, Independence KS 67301
5. Walgreens #09454 301 W. Main, Independence KS 67301
6. Walmart #2893 121 Peter Pan, Independence KS 67301
7. Pizza Hut Of SE Kansas 1815 N. Penn, Independence KS 67301
8. Casey's General Store #1814 1305 N Penn, Independence KS 67301
9. DG Retail, LLC 1210 East Main Independence KS 67301
10. G &W 2 LLC 416 W Myrtle Independence KS 67301
11. C-Store Operations LLC 1901 N. Penn Independence, KS 67301

SUMMARY RECOMMENDATION Approve the licenses for 2024.

BACKGROUND This is an annual license renewal for businesses who wish to sell cereal malt beverages.

FINANCIAL INFORMATION There is no cost to the City.

SUGGESTED MOTION I move to approve the Cereal Malt Beverage licenses as presented.

SUPPORTING DOCUMENTS

1. 2024 CMB Licenses



145005

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee, \$ 245.00No. 6294**DEALER'S RETAIL LICENSE**From 01 01, 2024
Month Day YearTo 12 31, 2024
Month Day Year**To All Whom It May Concern:****License is here by granted to** Dwees Tavern LLC **to sell at retail****CEREAL MALT BEVERAGES**

(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

at 112 S. 25th
(Give exact location, with street number, if any.)**in the City of Independence in Montgomery County, Kansas,**

Application therefor, on file in the office of the City Clerk of said City, having been approved by the governing body such City as provided by the Laws of Kansas and the rules, regulations and ordinances pertaining thereto.

This License will expire December 31, 2024 unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.Given under our hands and the corporate seal of said City, this _____
day of December, 2023

Countersigned:

David A. Smith
City TreasurerLacey Lee
Mayor
City Clerk

Form B-373-82236



145004

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee, \$ 245.00No. 3313**DEALER'S RETAIL LICENSE**From 01 01, 2024
Month Day YearTo 12 31, 2024
Month Day Year*To All Whom It May Concern:**License is here by granted to* Gramps Tavern *to sell at retail***CEREAL MALT BEVERAGES**

(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

at 811 N. 11th
(Give exact location, with street number, if any.)*in the City of Independence in Montgomery County, Kansas,*

Application therefor, on file in the office of the City Clerk of said City, having been approved by the governing body such City as provided by the Laws of Kansas and the rules, regulations and ordinances pertaining thereto.

This License will expire December 31, 2024 unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Form B-373-822-36

Given under our hands and the corporate seal of said City, this _____

day of December, 2023

Countersigned:

David A. Schmitt
City TreasurerLacey Lues
Mayor
City Clerk



145003

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee, \$ 95.00No. 6612**DEALER'S RETAIL LICENSE**From 01 01, 2024
Month Day YearTo 12 31, 2024
Month Day Year**To All Whom It May Concern:****License is here by granted to** Pete's of Erie Inc. **to sell at retail****CEREAL MALT BEVERAGES**

(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

at 401 W. Main
(Give exact location, with street number, if any.)**in the City of Independence in Montgomery County, Kansas,**

Application therefor, on file in the office of the City Clerk of said City, having been approved by the governing body such City as provided by the Laws of Kansas and the rules, regulations and ordinances pertaining thereto.

This License will expire December 31, 2024 unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Given under our hands and the corporate seal of said City, this _____

day of December, 2023

Countersigned:

David Schmitt
City TreasurerLacey Ries Mayor
City Clerk

Form B-373-82036



145002

Fee, \$ 95.00

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

No. 6003**DEALER'S RETAIL LICENSE**From 01 01, 2024
Month Day YearTo 12 31, 2024
Month Day Year***To All Whom It May Concern:******License is here by granted to*** AKAS 1 LLC ***to sell at retail*****CEREAL MALT BEVERAGES**

(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

at 3024 W. Main
(Give exact location, with street number, if any.)***in the City of Independence in Montgomery County, Kansas,***

Application therefor, on file in the office of the City Clerk of said City, having been approved by the governing body such City as provided by the Laws of Kansas and the rules, regulations and ordinances pertaining thereto.

This License will expire December 31, 2024 unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Form B-879-82236

Given under our hands and the corporate seal of said City, this _____
day of December 2023, _____

Countersigned:

David A. Adams
City TreasurerLacey Ries
City Clerk



145001

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee, \$ 95.00No. 2955**DEALER'S RETAIL LICENSE**From 01 01, 2024
Month Day YearTo 12 31, 2024
Month Day Year***To All Whom It May Concern:******License is here by granted to*** Walgreens #09454 ***to sell at retail*****CEREAL MALT BEVERAGES**

(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

at 301 W. Main
(Give exact location, with street number, if any.)***in the City of Independence in Montgomery County, Kansas,***

Application therefor, on file in the office of the City Clerk of said City, having been approved by the governing body such City as provided by the Laws of Kansas and the rules, regulations and ordinances pertaining thereto.

This License will expire December 31, 2024 unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Form B-373-82236

Given under our hands and the corporate seal of said City, this _____
day of December, 2023

Countersigned:

David Schuster
City TreasurerLacey Rios
Mayor
City Clerk



145010

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee, \$ 95.00No. 0333**DEALER'S RETAIL LICENSE**From 01 01, 2024
Month Day YearTo 12 31, 2024
Month Day Year***To All Whom It May Concern:******License is here by granted to*** Walmart Store #2893 ***to sell at retail*****CEREAL MALT BEVERAGES**

(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

at 121 peter pan Rd
(Give exact location, with street number, if any.)***in the City of Independence in Montgomery County, Kansas,***

Application therefor, on file in the office of the City Clerk of said City, having been approved by the governing body such City as provided by the Laws of Kansas and the rules, regulations and ordinances pertaining thereto.

This License will expire December 31, 2024 unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Form B-373-82236

Given under our hands and the corporate seal of said City, this _____

day of December, 2023

Countersigned:

[Signature]
City Treasurer[Signature] Mayor
City Clerk



145009

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee, \$ 245.00No. 0198**DEALER'S RETAIL LICENSE**From 01 01, 2024
Month Day YearTo 12 31, 2024
Month Day Year***To All Whom It May Concern:******License is here by granted to pizza hut of SE Kansas to sell at retail*****CEREAL MALT BEVERAGES**

(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

at 1815 N. Penn
(Give exact location, with street number, if any.)***in the City of Independence in Montgomery County, Kansas,***

Application therefor, on file in the office of the City Clerk of said City, having been approved by the governing body such City as provided by the Laws of Kansas and the rules, regulations and ordinances pertaining thereto.

This License will expire December 31, 2024 unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.Given under our hands and the corporate seal of said City, this _____
day of December, 2023

Countersigned:

City Treasurer

Mayor

City Clerk



Form B-373-B2236



145008

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee, \$ 95.00No. 5665**DEALER'S RETAIL LICENSE**From 01 01, 2024
Month Day YearTo 12 31, 2024
Month Day Year***To All Whom It May Concern:******License is here by granted to*** CASEYS General Store #1814 ***to sell at retail*****CEREAL MALT BEVERAGES**

(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

at1305 N. Penn

(Give exact location, with street number, if any.)

in the City of Independence in Montgomery County, Kansas,

Application therefor, on file in the office of the City Clerk of said City, having been approved by the governing body such City as provided by the Laws of Kansas and the rules, regulations and ordinances pertaining thereto.

This License will expire December 31, 2024 unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Form B-373-82236

Given under our hands and the corporate seal of said City, this _____
day of December 2023, _____

Countersigned:

David Schultz
City TreasurerLacey Rios
Mayor
City Clerk



145007

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee, \$ 95.00No. 6246**DEALER'S RETAIL LICENSE**From 01 01 , 2024
Month Day YearTo 12 31 , 2024
Month Day Year***To All Whom It May Concern:******License is here by granted to*** DG Retail. LLC ***to sell at retail*****CEREAL MALT BEVERAGES**

(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

at 1210 E. Main
(Give exact location, with street number, if any.)***in the City of Independence in Montgomery County, Kansas,***

Application therefor, on file in the office of the City Clerk of said City, having been approved by the governing body such City as provided by the Laws of Kansas and the rules, regulations and ordinances pertaining thereto.

This License will expire December 31, 2024 unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.Given under our hands and the corporate seal of said City, this _____
day of December , 2023

Countersigned:

David A. Smith
City TreasurerLacey Rios
Mayor
City Clerk

Form 14-73-822-16



145006

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee, \$ 95.00No. 5556**DEALER'S RETAIL LICENSE**From 01 01, 2024
Month Day YearTo 12 31, 2024
Month Day Year**To All Whom It May Concern:****License is here by granted to** G+W foods #2747 **to sell at retail****CEREAL MALT BEVERAGES**

(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

at 416 W. Myrtle
(Give exact location, with street number, if any.)**in the City of Independence in Montgomery County, Kansas,**

Application therefor, on file in the office of the City Clerk of said City, having been approved by the governing body such City as provided by the Laws of Kansas and the rules, regulations and ordinances pertaining thereto.

This License will expire December 31, 2024 unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Given under our hands and the corporate seal of said City, this _____

day of December, 2023

Countersigned:

David Adams
City TreasurerLacey Liles Mayor
City Clerk



145015

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee, \$ 95.00No. 6504**DEALER'S RETAIL LICENSE**From 01 01, 2024
Month Day YearTo 12 31, 2024
Month Day Year***To All Whom It May Concern:******License is here by granted to*** C-store operations LLC ***to sell at retail*****CEREAL MALT BEVERAGES**

(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

at 1901 N. Penn
(Give exact location, with street number, if any.)***in the City of Independence in Montgomery County, Kansas,***

Application therefor, on file in the office of the City Clerk of said City, having been approved by the governing body such City as provided by the Laws of Kansas and the rules, regulations and ordinances pertaining thereto.

This License will expire December 31, 2024 unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.Given under our hands and the corporate seal of said City, this _____
day of December, 2023Countersigned: David A. Smith Lacey Ries
City Treasurer Mayor
City Clerk

Form B-373-82236



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
December 28, 2023

Department City Clerk

Director Approval David Schwenker

AGENDA ITEM Consider approving City Commission minutes from November 1st, 9th, 13th, 28th and December 14, 2023

SUMMARY RECOMMENDATION Approve the minutes.

BACKGROUND

FINANCIAL INFORMATION No cost to the City

SUGGESTED MOTION I move to approve the minutes from November 1st, 9th, 13th, 28th and December 14, 2023

SUPPORTING DOCUMENTS

1. November 1 2023 Special Metting Minutes
2. November 9 2023 Minutes
3. November 13 2023 Special Meeting Minutes
4. November 28 2023 Minutes
5. December 14 2023 Minutes

Minutes of the City Commission's November 1, 2023 Meeting

I. SPECIAL SESSION

Commissioners Present: Mayor Louis Ysusi, Vice-Mayor Dean Hayse, Commissioner Tim Emert

City Staff Present: Kelly Passauer, City Manager; David Cowan, Assistant City Manager; Jeff Chubb, City Attorney; David Schwenker, City Clerk/City Treasurer; Lydia Collins, Administrative Aide; April Nutt, Director of Housing Authority and Brian McHugh, Memorial Hall Supervisor

Visitors Present: Larry McHugh, Tabatha Snodgrass, Scott Smith, Chris Shires, Abbey Hebbert, Melissa Johnson, Tim Haynes, Andy McLenon, Mary Jo Meier, Michelle Anderson, Lisa Richard, Rod Zinn and Jim Kelly

A. Call to Order

Vice-Mayor Hayse called the meeting to order.

II. ITEMS FOR DISCUSSION

A. Worksession with Planning Commission and Economic Development Advisory Board regarding the Community Development/Comprehensive Plan.

The City's current Comprehensive Plan was adopted in 1982. The new Community Development/Comprehensive plan is currently being developed by Confluence. This plan will provide a guide for the future growth of the City through 2050 and beyond. It will analyze existing conditions and develop strategies to encourage coordinated development, such as identifying areas to plan for future infrastructure, updating zoning designations, and other strategies to place the City in the best position for future economic development success. An important element in the development of this plan is feedback from the City Commission, Planning Commission and Economic Development Advisory Board which will be facilitated by Confluence during the worksession.

III. ADJOURNMENT

Motion:

On the motion of Dean Hayse, seconded by Louis Ysusi, the Commission adjourned the meeting.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Minutes of the City Commission's November 1, 2023 Meeting

Nay: None

Louis Ysusi, Mayor

Dean A. Hayse, Commissioner

Tim Emert, Commissioner

Attest:

City Clerk/Treasurer

Minutes of the City Commission's November 9, 2023 Meeting

I. REGULAR SESSION

Commissioners Present: Mayor Louis Ysusi, Vice-Mayor Dean Hayse, Commissioner Tim Emert

City Staff Present: Kelly Passauer, City Manager; David Cowan, Assistant City Manager; Jeff Chubb, City Attorney; David Schwenker, City Clerk/City Treasurer; John Garris, City Engineer/Director of Public Works and Utilities; Lacey Lies, Finance Director and Brian McHugh, Memorial Hall Supervisor

Visitors Present: Larry McHugh, Brea Sanford, Machel Korhn, Miranda Bruening, Priscilla Raschen, Camdon Julian and Ethel Landon

A. Call to Order

Mayor Ysusi called the meeting to order.

B. Pledge of Allegiance to the United States of America

C. Adoption of Agenda

Motion:

On the motion of Dean Hayse, seconded by Tim Emert the Commission adopted the agenda.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

II. APPOINTMENTS

A. IHPRC -- One unexpired position -- Applications due on November 20, 2023

We currently have one opening on the Independence Historic Preservation and Research Commission (IHPRC). Applications are due by Noon on November 20, 2023.

The Independence Historic Preservation and Resource Commission shall consist of seven members who shall be appointed by the mayor subject to confirmation by a majority vote of the governing body of the city. Members whose terms have expired shall continue to serve until their successors have been appointed. The following qualifications shall apply to appointees to the IHPRC:

(1) All appointees shall be residents of the city.

(2)All appointees shall be persons who have demonstrated interest, knowledge or training in fields closely related to historic preservation, such as history, architecture, landscape architecture, architectural history, archeology, planning, real estate, law, finance, building trades, urban design and geography.

(3)Not less than three appointees shall be composed of persons who are engaged in or retired from preservation-related professions such as archeology, architectural history, conservation, cultural anthropology, curation, engineering, folklore, historic architecture, historic preservation planning, historic preservation and history; provided, however, that upon a demonstration that the required number of positions for preservation-related professionals could not be filled despite a reasonable effort to do so, the governing body may waive this requirement. What constitutes a reasonable effort to fill such positions shall take into consideration the possibility that the absence of certain preservation-related professions on the IHPRC may necessitate the retaining of consultants.

For more information contact David Cowan at 620-330-0056, or visit this link: [Chapter 50 - INDEPENDENCE HISTORIC PRESERVATION AND RESOURCE COMMISSION](#)

Applications are due by Noon on November 20, 2023. If you have trouble with the online form, please contact KellyP@IndependenceKs.gov or 620-332-2506 for a paper version.

A City Board application may be completed at this link: [CITY BOARD APPLICATION](#)

III. CONSENT AGENDA

Motion:

On the motion of Tim Emert, seconded by Dean Hayse the Commission adopted the consent agenda.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- A. Consider approving City Commission minutes from October 12th, 23rd and 25th, 2023

Suggested Motion:

I move to approve the minutes from October 12th, 23rd and 25th, 2023.

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- B. Consider a resolution exempting the City from GAAP (Generally Accepted Accounting Principles) requirements.

Each year the Commission adopts a resolution exempting the City from all requirements of GAAP. The GAAP requirement provides for a fixed asset accounting system in lieu of just an inventory system, as well as other financial reporting requirements. This action is taken based on past recommendations of the auditors that the GAAP requirements would cost the City additional funds to prepare the City audit and would not provide any additional benefit to the City.

Suggested Motion:

I move to adopt Resolution No. 2023-054, waiving the requirements of K.S.A. 75-1120a(a) as they apply to the City of Independence, Kansas for the year ended December 31, 2023.

- C. Consider a change order for valves for the water pipeline to Bartlett.

Bids were received for pipe and valves on September 19, 2023. The design of the project requires several smaller valves that were not included in the bid. The engineering firm, EBH, requested pricing for these valves. Our current valve supplier, Core & Main, LP, provided the low price on these valves as well.

As there is already a contract in place with Core & Main, a change order to that contract in the amount of \$5,939.25 to include these valves is requested.

It is requested that the Commission approve this purchase, which will eventually be repaid by Bartlett.

			Core & Main		ISCO	
Item	Description	Qty	Unit Price	Extension	Unit Price	Extension
1	6" Gate Valve	1	\$ 850.25	\$ 850.25	\$ 950.00	\$ 950.00
2	8" Gate Valve	4	\$ 1,272.25	\$ 5,089.00	\$ 1,495.00	\$ 5,980.00
			Total:	\$ 5,939.25	Total:	\$ 6,930.00

Suggested Motion:

I move to authorize a change order to the contract with Core & Main, LP in the unit price amount of \$5,939.25 and the execution of any necessary documents for this purchase.

- D. Consider closing 13th Street from Alley behind Eisenhower to Mulberry Street from 2 PM to 2:30 PM on November 21, 2023.

Second-grade teacher Jessica Osburn requested a temporary street closure on November 21, 2023 at 2:00 p.m. The IHS band will march along with her second-grade class from the alley behind Eisenhower to the assisted living facility and then to Jefferson School. She will be inviting the parents to line 13th Street while the second-grade class marches up to Jefferson.

Suggested Motion:

I move to approve the street closure at 2:00 PM until 2:30 PM on November 21, 2023, from the alley behind Eisenhower to Mulberry Street for the 2nd-grade class and IHS band to march.

- E. Consider awarding a Downtown Independence Building Grant for improvements to 117-119 W Main Street.

Union Implement Development, LLC, owner of the property at 117-119 W Main, has made an application for a Downtown Building Grant. The proposed improvements are to aimed at addressing the structural damage to the building and include a new roof and joist replacement as necessary. Additional improvements will include windows, doors, and structural floor joists, as needed.

The estimated cost of the improvements is \$141,562 and the grant funding request is \$25,000. The applicant is also requesting funding for this facility through the HEAL grant application. The Downtown Grant Committee has reviewed the application and approved the improvements and funding requested.

Suggested Motion:

I move to approve the Downtown Building Grant application for 117-119 W Main, not to exceed \$25,000.

IV. PUBLIC HEARING

- A. Public Hearing to consider condemnation of 404 S. 8th Street as Dangerous and Unsafe

The structure at 404 S. 8th is unoccupied and was creating a nuisance and danger to the neighborhood. The City received numerous complaints and concerns about the property from concerned citizens. The building department has been working with Skylier Desmarais regarding the structure, and he has made progress by eliminating the dangerous porch, securing the house, fixing holes in

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the roof, and working to rehab the structure. I am working with Skylier on a new timeline and would request we adjourn the Public Hearing for 120 days or until March 28, 2023.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission adjourned the Public Hearing for 120 days or until March 28, 2024 at 5:30 PM.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

B. Public Hearing to consider condemnation of 616 E. Edison as dangerous and unsafe.

The Code Enforcement office has received numerous complaints regarding the structure at 616 E. Edison. The Building Department set this structure for a Public Hearing on July 13, 2023, to consider condemnation as dangerous and unsafe. On the day of the meeting, the City was contacted by the brother of Ed Richardson and he indicated he was going to purchase the house and would start rehabilitation on it. The City Commission adjourned the Public Hearing for 90 days to allow the brother to purchase and start the rehabilitation. The City requested a repair timeline and has had no contact with the brother since July 13, 2023. The parcel data is still under the brother's name and we have mailed a letter to him informing him of the Public Hearing. If we do not receive a timeline for repair by the November 09, 2023 meeting, we will recommend proceeding with the condemnation of the property.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission adopted a resolution condemning 616 E. Edison as dangerous and unsafe.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

C. Public Hearing to consider condemnation of 512 N. 16th as dangerous and unsafe.

The structure at 512 N. 16th was involved in a fire on May 03, 2023. The Independence Fire Dept extinguished the fire and discovered the residence's interior was full of trash and debris, along with the front and back yards. The City Building Department scheduled a condemnation hearing, and Mr. Goforth's mother and girlfriend requested a 90-day extension to allow them to make repairs. The Commission granted the extension, and the Building Department did not receive any further contact from them. Upon inspecting the structure on October 27, 2023, the neighbors informed me that Mr. Goforth had sold the

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structure to Madisyn Fienen and that she had been cleaning up the structure and recently installed a new roof. I contacted Madisyn, and she confirmed the purchase of the house and their plans to rehabilitate the structure. After reviewing the work that has been accomplished at this location, I am requesting the Commission adjourn the Public Hearing for 120 days or March 28, 2023, at 5:30 pm.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission adjourned the Public Hearing until March 28, 2024 at 5:30 PM.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

V. ITEMS FOR COMMISSION ACTION

A. Consider a request from the Esther Lowrey Chapter, NSDAR requesting the following proclamations:

1. Consider proclaiming the month of November as National American Indian Heritage Month
2. Consider proclaiming November 11th as Veterans Day.

City staff received the attached request from Machele Korhn to adopt two proclamations on behalf of the Esther Lowrey Chapter, NSDAR:

1. Consider proclaiming the month of November as National American Indian Heritage Month
2. Consider proclaiming November 11th as Veterans Day.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission proclaimed the month of November as National American Indian Heritage Month.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission proclaimed November 11th as Veterans Day.

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Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- B. Consider a resolution to rescind the condemnation of 1000 N. 4th Street.

On April 28, 2023, the City of Independence Building Department notified the owner of 1000 N. 4th that we were starting the condemnation process on the structure. The structure had been unoccupied and without utilities for several years and was in disrepair and open. The property owner sold the property, and the Commission adjourned the condemnation for 90 days to allow the new owner time to start rehabilitating the property. On October 30, 2023, the City of Independence Code Enforcement Officer completed an HQS inspection and released the property from the condemnation process. Therefore it is recommended that the City Commission adopt a resolution rescinding the condemnation of 1000 N. 4th Street.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission adopted a resolution to rescind previous resolutions, which set a Public Hearing to consider the condemnation of 1000 N. 4th Street as dangerous and unsafe.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- C. Consider authorizing award of the contract for construction of the new water pipeline to Bartlett to Nowak Construction Company, Inc.

The bids for construction of the water pipeline between Independence and Bartlett were opened at 2pm, October 31, 2023. There were four bidders, and the bid tabulation is attached. The low bidder was Nowak Construction Company, Inc. with a bid of \$5,372,058.00. This is comparable to the engineer's estimate of \$5,251,000.00. This bid is unit price, so there is expected to be some variation in the final total amount of the project cost from this amount.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission authorized the award of the contract for construction of the new water pipeline to Nowak Construction Company, Inc., in the unit price amount of \$5,372,058.00.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

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VI. REPORTS

- A. City Board Minutes
- B. 2023 Q3 Treasurer's Report
- C. Appropriations September 30 - October 27, 2023
- D. September 2023 Sales Tax Report
- E. October 2023 Sales Tax Report

VII. CITY MANAGER'S COMMENTS

City Manager Passauer presented a survey for the community to fill out to help develop the community development plan and also presented a list of upcoming Commission meetings.

VIII. COMMISSIONERS' COMMENTS

Commissioner Hayse thanked everyone who worked the election as well as those who voted.

IX. PUBLIC CONCERNS

None.

X. EXECUTIVE SESSION

- A. Consultation with an attorney on matters that would be deemed privileged in an attorney-client relationship.

Motion:

On the motion of Louis Ysusi, seconded by Dean Hayse the Commission recessed for an executive session for consultation with an attorney representing the City regarding a legal issue pursuant to the attorney/client privilege exception found at K.S.A. 75-4319(b)(2). The open meeting will resume at 6:05 p.m.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

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Nay: None

The meeting resumed at 6:05 p.m. with no action taken.

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

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert the Commission recessed 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 6:15 p.m.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

The open meeting resumed at 6:15 p.m. with no action taken.

C. Discussions prior to acquisition of real estate.

Motion:

On the motion of Louis Ysusi, seconded by Dean Hayse the Commission recessed for an executive session for discussion of possible acquisition of real estate for City and public purposes pursuant to the preliminary discussion on acquisition of real estate exception found at K.S.A. 75-4319(b)(6). The open meeting will resume at 6:26 p.m. .

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

The open meeting resumed at 6:26 p.m. with no action taken.

XI. ADJOURNMENT

Motion:

On the motion of Louis Ysusi, seconded by Dean Hayse, the Commission adjourned the meeting.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

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Louis Ysusi, Mayor

Dean A. Hayse, Commissioner

Tim Emert, Commissioner

Attest:

City Clerk/Treasurer

Minutes of the City Commission's November 13, 2023 Meeting

I. SPECIAL SESSION

Commissioners Present: Mayor Louis Ysusi, Vice-Mayor Dean Hayse, Commissioner Tim Emert

City Staff Present: Kelly Passauer, City Manager

Visitors Present:

A. Call to Order

Mayor Ysusi called the meeting to order.

II. EXECUTIVE SESSION

A. Personnel matters of non-elected personnel.

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert, the Commission recessed for an executive session for discussion of an employee's performance pursuant to the non-elected personnel exception, KSA 75-4319(b)(1). The open meeting will resume at 9:47 a.m. in City Hall.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

The open meeting resumed at 9:47 a.m.

Motion:

On the motion of Louis Ysusi, seconded by Dean Hayse, the Commission recessed for an executive session for discussion of an employee's performance pursuant to the non-elected personnel exception, KSA 75-4319(b)(1). The open meeting will resume at 10:32 a.m. in City Hall.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

The open meeting resumed at 10:32 a.m.

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert, the Commission recessed for an executive session for discussion of an employee's performance pursuant to the non-elected personnel exception, KSA 75-

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4319(b)(1). The open meeting will resume at 11:02 a.m. in City Hall.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

The open meeting resumed at 11:02 a.m. with no action taken.

III. ADJOURNMENT

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert, the Commission adjourned the meeting.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

Louis Ysusi, Mayor

Dean A. Hayse, Commissioner

Tim Emert, Commissioner

Attest:

City Clerk/Treasurer

Minutes of the City Commission's November 28, 2023 Meeting

I. REGULAR SESSION

Commissioners Present: Mayor Louis Ysusi, Vice-Mayor Dean Hayse, Commissioner Tim Emert

City Staff Present: Kelly Passauer, City Manager; David Cowan, Assistant City Manager; Jeff Chubb, City Attorney; David Schwenker, City Clerk/City Treasurer; John Garris, City Engineer/Director of Public Works and Utilities; Shawn Wallis, Fire/EMS Chief; Jerry Harrison, Chief of Police; April Nutt, Director of Housing Authority; Benjamin Roark, Police Officer and Brian McHugh, Memorial Hall Supervisor

Visitors Present: Larry McHugh, Brea Sanford, Kylee Davis, Emma Spencer, Hudley Hines, Lindsay Reichenberger, Mallory Waters, Angel Tempelmeyer, Olivia Treiber, Noah Ajak, Corey Hugo, Jerry Shrum, Trena York and Annabelle Francoeur

A. Call to Order

Mayor Ysusi called the meeting to order.

B. Pledge of Allegiance to the United States of America

C. Adoption of Agenda

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission adopted the agenda with the removal of Item A from the Executive Session.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

II. APPOINTMENTS

A. IHPRC -- One open position

B. Planning Commission -- Two unexpired positions (Inside City), and one position expiring on January 1, 2024 (Outside City within 3 miles) -- Applications due on January 5, 2024

We currently have openings on the Independence Planning Commission and Board of Zoning Appeals. Applications to serve on the Planning Commission

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and Board of Zoning Appeals are due by noon on January 5, 2024. Applicants must live within the City limits or within 3 miles.

For more information about the Planning Commission, visit this link: [Planning Commission/Board of Zoning Appeals](#)

To apply, click here: [City Board Application](#)

III. PRESENTATIONS

- A. Introduction and swearing-in of Independence Police Department's newest officer, Officer Benjamin Roark.

Benjamin Roark was selected to serve the citizens of Independence as a police officer in the spring of 2023. He graduated from the Kansas Law Enforcement Training Center's Basic Training Course on October 20, 2023.

Ben Roark was born in Central Missouri, but has lived in Independence, Kansas since he was two years old. He met his wife here while attending Independence High School. He is pursuing a degree in psychology and plans to make a career out of law enforcement. He loves all things outdoors and spending time with his family and friends.

City Clerk Schwenker swore in Police Officer Benjamin Roark.

IV. CONSENT AGENDA

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission adopted the consent agenda.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- A. Consider authorizing Main Street Bucks as an Employee Appreciation Bonus.

The City of Independence would like to show appreciation to the dedicated staff by authorizing a bonus for each full-time regular employee in the form of Main Street Bucks to be utilized at numerous establishments in the community. The suggested amount is \$125 in Main Street Bucks for each full-time employee.

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Suggested Motion:

I move to authorize \$125 in Main Street Bucks to City employees as an Employee Appreciation Bonus.

- B. Consider authorizing supplemental work scope with Professional Engineering Consultants, P.A (PEC).

PEC has been working through the engineering design and KDHE approval associated with Water Treatment Plant Master Plan items. PEC has requested Supplemental Agreement No. 6 due to scope changes.

After review with KDHE, a dechlorination system was specified as required for water streams that would be rejected back to the river after chlorination. The initial scope was rejected due to operational considerations.

This change order includes changes the engineering required by the final selection of scope.

Suggested Motion:

I move to authorize execution of Supplemental Agreement No. 6 with Professional Engineering Consultants, P.A., in the amount of \$5,800.00.

- C. Consider authorizing an agreement with Shift-S3ctor, LLC to hold a racing event at Independence Municipal Airport on June 1 and 2, 2024.

Shift-S3ctor, LLC has requested use of the Independence Municipal Airport on June 1-2, 2024 for the purpose of holding a racing event. This is a similar request as has been granted in 2020, 2021, 2022, and 2023. It is felt that this event brings significant exposure to the City as well as providing a revenue opportunity for local businesses. This event will require FAA approval.

Textron Aviation has indicated that they find the event acceptable from a business standpoint and that it will not interrupt their planned operations. It is anticipated that the agreements, though not yet received, will be substantially similar to previous agreements.

Suggested Motion:

I move to allow Shift S3ctor, LLC to hold the event as described, pending FAA approval, and authorize the execution of any necessary documents.

- D. Consider signing an access agreement with Cox Communications Kansas, LLC.

Cox Communications is investigating locations for a utility substation to support their expansion into Independence to initially serve businesses with broadband. The attached access agreement is the first step in investigating property that is owned by the City. The City Attorney has reviewed the agreement.

Suggested Motion:

I move to authorize the Mayor to sign an access agreement with Cox Communications Kansas, LLC.

- E. Consider authorizing Change Order 1 for construction of the new water pipeline to Bartlett.

This is a no cost change order that actually lowers the cost of the project for the contractor as well as Bartlett – there is no need to pay a third party to offload the pipe or for Nowak to move the pipe from our yard. Per the RCA approved earlier in 2023, this has been authorized under that delegation as the City Manager and Bartlett agreed to the change.

Suggested Motion:

I move to authorize Change Order 1 with Nowak Construction Company, Inc., as a no-cost change.

V. ITEMS FOR COMMISSION ACTION

- A. Consider authorizing award of the Airport Beacon project to Strukel Electric.

KDOT has approved a grant for the construction of a navigational beacon at Independence Municipal Airport. Our engineering firm, H. W. Lochner, has completed plans for the new airport beacon that was previously approved by the Commission, and bidding of this project was previously approved by the Commission. Bids were received on Thursday, October 26th, 2023.

There were two bidders. The low bid was from Strukel Electric out of Girard in the amount of \$108,357.50. This is a unit price bid. The engineer's estimate for the project was \$120,000. Lochner has worked with Strukel Electric before and recommends acceptance of their bid.

Since this is a KDOT/KAIP grant project, the City's share of the construction cost will be \$10,836 dollars if there are no changes.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission authorized the award of the Airport Beacon project to Strukel Electric in the unit price amount of \$108,357.50 and to allow the execution of any necessary documents for this project.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- B. Consider authorizing award of the Jefferson Subdivision Infrastructure Bid.

The Independence Housing Authority has purchased approximately 6.5 acres for the development of a new 20-unit single-family home subdivision. The development of this subdivision will be one more step forward in addressing the severe housing shortage demonstrated by the Housing Needs Analysis adopted by the Independence City Commission December 2021. The Independence Housing Authority, in partnership with the City of Independence, received bids for the Jefferson Subdivision infrastructure November 9, 2023. J Graham Construction, Inc. was the lone bidder with a total bid of \$1,007,094.50. The engineer's estimate was \$960,598. The source of funding for this infrastructure is a \$200,000 Moderate-Income Housing Grant, \$500,000 from the City's utility fund, and the balance to be paid from the Independence Housing Authority's development fund. This development is set up under a Rural Housing Incentive District, allowing the City of Independence and the Independence Housing Authority to be reimbursed over a 25 year period for the infrastructure and engineering costs from the increase in property taxes paid through the housing development.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission awarded the Jefferson Subdivision infrastructure work to J. Graham Construction, Inc.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- C. Consider adopting an ordinance authorizing the issuance of the City's Taxable Industrial Revenue Bonds, series 2023 (Textron Aviation Inc.), authorizing certain documents and actions in connection with the issuance of the Series 2023 Bonds.

The City of Independence, Kansas (the "City" or "Issuer") is authorized by K.S.A. 12-1740 *et seq.*, and K.S.A. 10-116a, all as amended (the "Act"), to acquire, renovate and equip certain facilities (as defined in the Act) for

commercial, industrial and manufacturing purposes, and to enter into leases and lease-purchase agreements with any person, firm or corporation for said facilities, and to issue revenue bonds for the purpose of paying the cost of any such facilities and to refund such revenue bonds previously issued; and pursuant to Resolution Nos. 5-07, 2000-36, 2004-29, 2006-62, and 2013-09 the City has heretofore found and determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas that the City issue, in one or more series, its taxable industrial revenue bonds for the purpose of purchasing, acquiring, constructing and installing certain industrial and commercial facilities for the production of single engine piston and jet aircraft (the "Facility"), said Facility to be leased by the City to Textron Aviation Inc., successor by merger to Cessna Aircraft Company, a Kansas corporation, its successor and assigns (the "Compnay"); and pursuant to such authorization, the City has heretofore issued nineteen series of its taxable industrial revenue bonds in the aggregate principal amount of \$126,032,705; and

The City does hereby find and determine that it is desirable to issue an additional series of bonds under the authorization granted by above described resolutions, such bonds to be designated its Taxable Industrial Revenue Bonds, Series 2023 (Textron Aviation Inc.) in the aggregate principal amount not to exceed \$1,650,000 (the "Series 2023 Bonds") for the purpose of purchasing, acquiring, constructing and installing certain equipment, tooling and improvements at the Facility (the "2023 Project Additions").

The Ordinance to be considered by the City Commission authorizes the issuance of the Series 2023 Bonds; (1) to execute and deliver the Twentieth Supplemental Trust Indenture for the purpose of issuing and securing the Series 2023 Bonds and (2) to enter into the Twentieth Supplemental Lease pursuant to which the City shall cause the 2023 Project Additions to be leased to the Company in consideration of payments of Supplemental Basic Rent, Supplemental Additional Rent and other charges provided for therein.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse the Commission approved an ordinance authorizing the issuance of the City's Taxable Industrial Revenue Bonds Series 2023 (Textron Aviation Inc.), authorizing certain documents and actions in connection with the issuance of the Series 2023 Bonds.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

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- D. Consider adopting a resolution for a conditional use permit for an "Accessory use not located on the same lot or contiguous lot as the principal building or principal use served per 607.l.d." in an R-4, medium density multifamily dwelling district at 200 South 5th Street/301 East Maple Street.

The Planning Commission has recommended the City Commission adopt a resolution approving the conditional use permit for a storage shed directly across the street from 308 East Maple Street with specific conditions as outlined in the staff report and the suggested motion.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission adopt a resolution approving the conditional use permit for a storage shed directly across the street from 308 East Maple Street with the following special conditions as required by Section 1015 of Article X of the Zoning Code:

1. Must be located on an adjacent lot to the principal building or principal use served, excluding public rights- of-way.
2. Must be located in the same zone as required for the principal building or principal use it serves.
3. Must be under the same ownership as the principal building or principal use served.
4. Must be located at the rear of the adjacent lot if there is access thereto.
5. Must be in compliance and continue to be in compliance with all other City codes, including Section 607 relating to accessory uses.

If the accessory uses no longer comply with any of the special conditions above, then the conditional use permit will be revoked, and the accessory uses previously allowed will be required to either be removed or otherwise come into compliance with City code.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- E. Consider adopting an ordinance rezoning a tract of land at 2700 W. Main Street from C-4, highway commercial district to M-1, light industrial district.

Attached is the November 14, 2023 staff report to the Planning Commission which explains this item. The Planning Commission has recommended the City Commission adopt an ordinance approving rezoning a tract of land at 2700 W. Main Street from C-4, highway commercial district to M-1, light industrial district as outlined in the staff report and the suggested motion. The northern portion of this tract was rezoned to M-1 in 2010, and this action

will rezone the southern portion to M-1 as well.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission adopted an ordinance rezoning a tract of land at 2700 W. Main Street from C-4, highway commercial district to M-1, light industrial district.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- F. Consider adopting a resolution for a conditional use permit for "Retail trade not elsewhere listed" at 2700 W. Main Street.

Attached is the November 14, 2023 staff report to the Planning Commission which explains this item. The Planning Commission has recommended the City Commission adopt a resolution approving the conditional use permit for "Retail trade not elsewhere listed" at 2700 W. Main Street with specific conditions outlined in the staff report and the suggested motion.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert the Commission adopted a resolution for a conditional use permit for "Retail trade not elsewhere listed" at 2700 W. Main Street with the following conditions:

1. Any retail trade not related to the primary business must be contained in a tenant space meeting the following requirements:
 - a. Minimum tenant space: 5,000 square feet, which may be non-contiguous as long as it is within the same building. Each commercial space intended to be occupied by a single commercial user or each commercial space which has separate doorway access from the exterior of the building or from an interior corridor of an enclosed mall shall be considered to be a tenant space.
 - b. Exception: Businesses catering to the motoring public shall be exempt from the minimum tenant space requirement. Automobile service stations, convenience stores, restaurants, and financial institutions with drive-up or drive-through facilities shall be deemed to be "businesses catering to the motoring public." The determination whether any business constitutes a "business catering to the motoring public" shall be made by the city planner, whose determination shall be appealable to the board of zoning appeals.
2. The conditional use permit is not transferable to another location.

3. The applicant must follow all City codes.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

G. Consider the 2024 City holiday schedule.

The Commission is aware of the current retention and recruiting challenges many employers, including the City, struggle with. To meet our goal of becoming an employer of choice, we have reviewed bank holidays, Federal, State, and other local government entities (the County and the closest municipality based on previous years' approval).

Based on our review, it is recommended that the Commission consider adding the following City holidays:

- Washington's Birthday AKA President's Day -- Monday, February 19, 2024
- Juneteenth -- Wednesday, June 19, 2024
- Columbus Day AKA Indigenous People's Day -- Monday, October 14, 2024

We recommend this to stay competitive with other local employers as part of our recruitment and retention efforts.

Motion:

On the motion of Dean Hayse, seconded by Louis Ysusi, the Commission approved the 2024 City Holiday schedule as presented.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

H. Consider authorizing a Public Safety software solutions with Tyler Technologies.

These Public Safety Solution investments are made possible through the City's FY23 COPS Technology and Equipment Program (Congressionally Directed Spending) grant awarded earlier this year. Implementation costs as well as year one and year two annual costs are covered under this program. Beginning in 2026, annual reoccurring expenses will be a regularly budgeted annual expense. Estimated annual expenses are \$41,000. However,

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approximately \$28,000 in current subscriptions will be dropped with this all in-one solution with enhanced capabilities.

CAD/RMS: Initial costs of \$86,122, which include implementation and year one annual expenses, plus year two expenses of approximately \$40,000.

e-Citation: Initial costs of \$20,693, which include implementation and year one annual expenses, plus year two expenses of approximately \$1,000.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse the Commission approved the Tyler Technologies Public Safety software solutions presented and to authorize city staff to execute necessary documentation.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

VI. REPORTS

A. City Board Minutes

1. IPL Board of Trustees October 18, 2023

B. Monthly Public Works Report

Engineer Garris presented the report.

VII. CITY MANAGER'S COMMENTS

City Manager Passauer wanted to remind everyone about the public workshop on December 4th at 5:30 pm. She also suggested that the special meeting on December 20th be canceled. She also gave a community update at the MCAC meeting and reported \$32 million in building permits for the year.

VIII. COMMISSIONERS' COMMENTS

None

IX. PUBLIC CONCERNS

None

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X. EXECUTIVE SESSION

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

This item was removed from the agenda.

- B. Personnel matters of non-elected personnel.

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert, the Commission recessed for an executive session for discussion of an employee performance pursuant to the non-elected personnel exception, KSA 75-4319(b)(1). The open meeting will resume at 6:45 p.m.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

The open meeting resumed at 6:45 p.m. with no action taken.

XI. ADJOURNMENT

Motion:

On the motion of Louis Ysusi, seconded by Dean Hayse, the Commission adjourned the meeting.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

Louis Ysusi, Mayor

Dean A. Hayse, Commissioner

Tim Emert, Commissioner

Minutes of the City Commission's November 28, 2023 Meeting

Attest:

City Clerk/Treasurer

Minutes of the City Commission's December 14, 2023 Meeting

I. REGULAR SESSION

Commissioners Present: Vice-Mayor Dean Hayse, Commissioner Tim Emert

City Staff Present: Kelly Passauer, City Manager; David Cowan, Assistant City Manager; Jeff Chubb, City Attorney; David Schwenker, City Clerk/City Treasurer; Shawn Wallis, Fire/EMS Chief; Lacey Lies, Director of Finance and Brian McHugh, Memorial Hall Supervisor

Visitors Present: Larry McHugh, Brea Sanford, Commissioner-Elect William Scott Smith, Charlet Pemberton, Jackson Pemberton, Gary Hogsett and Joslyn Kusiak.

A. Call to Order

Vice-Mayor Hayse called the meeting to order.

B. Pledge of Allegiance to the United States of America

C. Adoption of Agenda

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission adopted the agenda.

Aye: Tim Emert, Dean Hayse

Nay: None

II. APPOINTMENTS

A. IHPRC -- One unexpired position -- Applications due on January 5, 2024

We currently have openings on the Independence Historic Preservation and Research Commission (IHPRC). Applications are due by Noon on January 5, 2024.

The Independence Historic Preservation and Resource Commission shall consist of seven members who shall be appointed by the mayor subject to confirmation by a majority vote of the governing body of the city. Members whose terms have expired shall continue to serve until their successors have been appointed. The following qualifications shall apply to appointees to the IHPRC:

1. All appointees shall be residents of the city.
2. All appointees shall be persons who have demonstrated interest, knowledge or training in fields closely related to historic preservation, such as history, architecture, landscape architecture, architectural history, archeology, planning, real estate, law, finance, building trades, urban design and geography.
3. Not less than three appointees shall be composed of persons who are engaged in or retired from preservation-related professions such as archeology, architectural history, conservation, cultural anthropology, curation, engineering, folklore, historic architecture, historic preservation planning, historic preservation and history; provided, however, that upon a demonstration that the required number of positions for preservation-related professionals could not be filled despite a reasonable effort to do so, the governing body may waive this requirement. What constitutes a reasonable effort to fill such positions shall take into consideration the possibility that the absence of certain preservation-related professions on the IHPRC may necessitate the retaining of consultants.

For more information, contact David Cowan at 620-330-0056, or visit this link: [IHPRC City Code](#)

To apply, click here: [City Board Application](#)

- B. Planning Commission -- Two unexpired positions (Inside City), and one position expiring on January 1, 2024 (Outside City within 3 miles) -- Applications due on January 5, 2024

We currently have openings on the Independence Planning Commission and Board of Zoning Appeals. Applications to serve on the Planning Commission and Board of Zoning Appeals are due by noon on January 5, 2024. Applicants must live within the City limits or within 3 miles.

For more information about the Planning Commission, visit this link: [Planning Commission/Board of Zoning Appeals](#)

To apply, click here: [City Board Application](#)

III. CONSENT AGENDA

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission

Minutes of the City Commission's December 14, 2023 Meeting

adopted the consent agenda.

Aye: Tim Emert, Dean Hayse

Nay: None

- A. Consider a request from Harold and Dawn Mitchell to exceed the sewer cost share maximum for property located at 301 South 12th Street.

On October 27, 2021 the Commission adopted a resolution modifying the Sewer Cost Share Program. The resolution indicated that the maximum amounts could be exceeded with approval of the City Commission if the applicant is low income and if more than one estimate is received, and if the additional funding is reimbursed to the City pursuant to a signed agreement wherein the property owner consents to an assessment against the property for the extra amount approved, amortized over 10 years at 4% interest per annum. All property owners of record must sign a sewer cost share agreement authorizing the assessment prior to receiving any funding which exceeds the grant maximum as provided herein. Harold Mitchell provided City staff with two estimates from Rincks Plumbing (\$6,000) and Plumb-Crazy Plumbing (\$7,222.50).

Suggested Motion:

I move to approve the request for additional funds contingent upon the property owners' execution of the Sewer Cost Agreement for the repayment of funds.

- B. Consider approving Change Order 1 for Chestnut Mill and Overlay Project to Bettis Asphalt and Construction, Inc.

This Change Order is to increase the quantity of milling, overlay, and pavement marking to redo a segment of roadway that was not replaced on 8th Street directly south of Chestnut during a previous overlay. This work is complete. The total cost of the change is \$10,237.26.

Suggested Motion:

I move to approve Change Order number 1 in the amount of \$10,237.26 for the Chestnut Mill and Overlay Project to Bettis Asphalt and Construction, Inc.

- C. Consider authorizing the Mayor to sign the 2023 Tree City USA Application for Certification.

On February 25th, 2016 the City Commission approved Ordinance # 4214 creating

Minutes of the City Commission's December 14, 2023 Meeting

a Tree Board 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.

Suggested Motion:

I move to sign the Tree City USA Applications for Certification for 2023.

IV. EXECUTIVE SESSION

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

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission recessed 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 5:49 p.m.

Aye: Tim Emert, Dean Hayse

Nay: None

The open meeting resumed at 5:49 p.m. with no action taken.

V. PUBLIC HEARING

- A. Public Hearing to consider condemnation of 427 S. 15th Street as dangerous and unsafe.

The City of Independence building and code enforcement office have received numerous complaints about this structure and activity occurring at the residence and neighborhood. The structure at 427 S. 15th Street is a blight; doors are open, and the house is in disrepair and uninhabitable. The structure last had utilities in 2015. The City Staff have not received any contact from the structure's owner. The building department recommends the Commission condemn the structure as dangerous and unsafe.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission adopted a resolution condemning 427 S. 15th as dangerous and unsafe.

Aye: Tim Emert, Dean Hayse

Minutes of the City Commission's December 14, 2023 Meeting

Nay: None

- B. Public Hearing to consider the condemnation of 501 S. 15th Street as dangerous and unsafe.

The City of Independence Building and Code Enforcement office has received numerous complaints regarding the structure at 501 S. 15th. City Staff has found the structure to be open, with holes in the roof, trash, debris and tall grass. The structure last had utilities in June of 2021. City Staff have not received any communications from the owner of the structure. City staff recommends condemnation as dangerous and unsafe.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission adopted a resolution condemning 501 S. 15th Street as dangerous and unsafe.

Aye: Tim Emert, Dean Hayse

Nay: None

- C. Public Hearing to consider condemnation of 600 S. 15th Street as dangerous and unsafe.

The City of Independence has received numerous complaints regarding this residence and the structure's condition, junking, campers, tents, and numerous transients living on the property. The property has no utilities and utilities were last on in 2010. The owner of the residence is deceased, and the City has made contact with the family of the deceased and they are aware of the situation occurring at this location. The structure and the property is a blight and is being used by transients to scrap and other activities that occur 24/7 at the residence and have created a nuisance to the neighborhood. The transients were issued citations by the code enforcement office and they are aware of the condemnation process. City Staff recommends condemnation as dangerous and unsafe.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission adopted a resolution condemning 600 S. 15th Street as dangerous and unsafe.

Aye: Tim Emert, Dean Hayse

Nay: None

Minutes of the City Commission's December 14, 2023 Meeting

- D. Public Hearing to consider condemnation of 601 S. 15th as dangerous and unsafe.

The City of Independence building and code enforcement has received numerous complaints about this structure and activity occurring in the structure. The City found the structure a blight and in disrepair with the back door kicked in, holes in the roof and the property without utilities since 2016. City Staff has been contacted by the father of the owner of the residence. He indicated that his daughter placed both of their names on the title but he has no contact with her and did not give permission for his name to be on the title. Staff has not received any contact from the daughter. Staff recommends condemnation of the structure.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission adopted a resolution condemning 601 S. 15th Street as dangerous and unsafe.

Aye: Tim Emert, Dean Hayse

Nay: None

- E. Public Hearing to consider the condemnation of 1010 N. 9th Street as dangerous and unsafe.

The City has received numerous complaints about the occupants of the residence at 1010 N. 9th and the condition of the structure and the blight on the neighborhood. The neighbors' complaints include generators running, activity 24/7, blight, junking, and outside showering with buckets of water in view of the neighborhood. The structure has been without utilities since October 2021. The City staff has not received any communication from the occupant or owner of the residence. The City staff recommend condemnation as dangerous and unsafe.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission adopted a resolution condemning 1010 N. 9th Street as dangerous and unsafe.

Aye: Tim Emert, Dean Hayse

Nay: None

- F. Public Hearing to consider condemnation of 200 Arco Place as dangerous and unsafe.

On September 8, 2022, City Staff recommended scheduling a public hearing to deliberate on the condemnation of 200 Arco Place due to the building's deteriorating condition, which included broken windows, occupancy by homeless individuals, instances of vandalism, and citizen complaints. The structure has lacked utility services since 2019, and Code Enforcement has been addressing issues like tall grass and debris since the same year. Subsequent to the September 8, 2022, Commission meeting, Mr. Janak met with City Staff and promptly boarded up the first-floor windows that were previously damaged.

Mr. Janak inspected the entire building to ensure its evacuation. He engaged a company to secure all windows, clear debris, and remove a fallen tree before the November 10, 2022, meeting. During this meeting, Mr. Janak communicated to the City that he actively sought a buyer for the property, having toured the premises with interested parties and explored funding options to support potential buyers.

Despite Mr. Janak's efforts, vandalism and unauthorized access to the building persisted after November 2022. Vandals attempted to pilfer copper wiring by disconnecting telecom electrical service, resulting in the loss of several electric meters by Evergy. Steel cables and locks were subsequently implemented to thwart further vandalism, but perpetrators continued to breach the building, utilizing a basement window and a persistently broken first-floor window.

On May 16, 2023, Daniel Regan from Tulsa, Oklahoma, contacted the City, revealing himself as the new owner of the building. He expressed his intent to address concerns and will be present in Independence on Saturday, May 20, 2023. City staff met with Mr. Regan, who requested an adjournment of the public hearing to allow time for the development of a comprehensive plan for the building. Mr. Regan has already submitted Part 1 to the State Historic Preservation Office (SHPO) and is progressing through the necessary procedures. If all goes according to plan, he anticipates commencing renovation work in mid-2024, assuring the City that he will address both the vandalism and ground-related concerns.

The Building Department recommends adjourning the Public Hearing until May 23, 2024 at 5:30 PM.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission adjourned the Public Hearing until May 23, 2024 at 5:30 PM.

Aye: Tim Emert, Dean Hayse

Nay: None

VI. ITEMS FOR COMMISSION ACTION

- A. Consider setting the date of February 22, 2024, for a Public Hearing to consider the condemnation of 919 E. Birch St. as dangerous and unsafe.

The City of Independence Code Enforcement and Building Department has received numerous complaints about 919 E. Birch and the structure's condition. The structure last had City utilities in 2019, it has multiple holes in the roof, debris, and poor condition of the garage structure. The City Staff recommends setting the date of February 22, 2024, for a Public Hearing to consider the condemnation of the structure as dangerous and unsafe.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission adopted a resolution setting the date of February 22, 2024, at 5:30 PM for a Public Hearing to consider the condemnation of 919 E. Birch as dangerous and unsafe.

Aye: Tim Emert, Dean Hayse

Nay: None

- B. Consider setting the date of February 22, 2024, for a Public Hearing to consider the condemnation of 1005 E. Birch as dangerous and unsafe.

The City of Independence Code Enforcement and Building Department has received numerous complaints regarding this structure. The structure has been unoccupied since 2017 when it last had utilities. However, the residence is often occupied by homeless people who create a nuisance by starting fires in the backyard and bringing in trash and debris. The City Staff recommends setting the date of February 22, 2024, for a Public Hearing to consider condemnation as dangerous and unsafe.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission adopted a resolution setting the date of February 22, 2024, at 5:30 PM for a Public Hearing to consider the condemnation of 1005 E. Birch as dangerous and unsafe.

Minutes of the City Commission's December 14, 2023 Meeting

Aye: Tim Emert, Dean Hayse

Nay: None

- C. Consider Adopting Resolution No. 2023-066 for the Sale of Series 2024 Temporary Notes.

This resolution is to authorize the offering for sale of the temporary notes.

This Sale Resolution authorizes the City to pursue a sale of General Obligation Bonds for Quality of Life projects authorized in the City's Capital Improvement Plan, specifically the Central Park Sports Complex.

Bond Principal & Interest would generally be paid from the renewed 1% Special Use Sales Tax. 31% was specifically allocated toward debt repayment, 27% for street projects, and 12% for buildings and facilities; additionally, 25% for General Fund support, and 5% for Economic Development.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission adopted Resolution No. 2023-066, authorizing the sale of General Obligation Temporary Notes or Bonds, and authorize the City Manager to award sale of temporary notes pursuant to stated economic parameters.

Aye: Tim Emert, Dean Hayse

Nay: None

- D. Consider Adopting Resolution No. 2023-067 approving the redemption and payment of the City's Taxable Industrial Revenue Bonds, Series 2016 (Hugo's Industrial Supply).

In 2016, the City of Independence issued its Taxable Industrial Revenue Bonds Series 2016 (Hugo's Industrial Supply) for the purpose of financing the cost of acquiring and improving a certain facility to be used for commercial purposes. The project was leased to Calcor, LLC, pursuant to a lease dated December 1, 2016, between the City and the tenant. The tenant desires to exercise its option to purchase the project and retire the 2016 bonds.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse the Commission adopted Resolution 2023-067 authorizing the redemption and payment of its Taxable Industrial Revenue Bonds, Series 2016 (Hugo's Industrial Supply) and authorize the Mayor to sign all necessary documentation.

Minutes of the City Commission's December 14, 2023 Meeting

Aye: Tim Emert, Dean Hayse

Nay: None

VII. REPORTS

A. City Board Minutes

VIII. CITY MANAGER'S COMMENTS

City Manager Passauer suggested the Commission cancel the December 20th, 2023 meeting

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission canceled the December 20th, 2023 special meeting.

Aye: Tim Emert, Dean Hayse

Nay: None

City Manager Passauer announced that the annual retreat will be January 17th, 2024 beginning at 8:00 a.m. The December 28th, 2023 meeting will be held at City Hall. The January 11th, 2024 meeting will be the reorganization meeting. Public comments regarding the City's comprehensive plan is open until December 22nd, 2023.

Finance Director Lies reported on the discrepancies associated with the property tax statements that were sent out by the County.

IX. COMMISSIONERS' COMMENTS

Commissioner Hayes wished everyone a Merry Christmas.

X. PUBLIC CONCERNS

Charlotte Pemberton voiced her concern about the need for a senior center.

XI. ADJOURNMENT

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission adjourned the meeting.

Minutes of the City Commission's December 14, 2023 Meeting

Aye: Tim Emert, Dean Hayse

Nay: None

Louis Ysusi, Mayor

Dean A. Hayse, Commissioner

Tim Emert, Commissioner

Attest:

City Clerk/Treasurer



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
December 28, 2023

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider authorizing purchase of liquid chlorine for the Water Treatment Plant from DPC Enterprises, L.P.

SUMMARY RECOMMENDATION Authorize purchase.

BACKGROUND Annually, chemicals for the Water Treatment Plant are bid. This year, two bids were received for supplying liquid chlorine. The low bid was DPC Enterprises, L.P. (DPC), at \$2,350 per ton. Based on past use, this would equate to an estimated annual purchase of approximately \$45,000.

The DPC bid was 2% lower than the nearest alternative, and was 2% lower than last year's low bid.

FINANCIAL INFORMATION This is a normally scheduled and budgeted purchase. Estimated at approximately \$45,000 in total, it will be paid as the product is delivered throughout the year.

SUGGESTED MOTION I move to authorize the purchase of liquid chlorine from DPC Enterprises, L.P.

SUPPORTING DOCUMENTS



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
December 28, 2023**

Department Airport

Director Approval John Garris

AGENDA ITEM Consider authorizing the Capital Improvement Plan for submittal to the Federal Aviation Administration.

SUMMARY RECOMMENDATION Authorize submittal.

BACKGROUND Annually the City works with Lochner to prepare and provide a Capital Improvement Plan (CIP) to the Federal Aviation Administration (FAA).

Attached is the latest version of the CIP summary. The major variation to the previously approved Capital Improvement Plan is that, upon evaluation, the condition of the crosswind Runway 4-22 requires improvement before the reconstruction of Runway 17-35. As a result, an asphalt overlay project for Runway 4-22 that includes sealing the cracks of midfield connecting Taxiway C to the CIP in Federal Fiscal Year 2026 at a total estimated cost of \$1.5M has been added. At a 10% local match, this equates to \$150,000 for the City's share. As described in Note No. 5, the required federal share exceeds the available normally available funding amounts by \$822,000, which would need to be made up with federal discretionary funds. The City will present this new project to the FAA so that they can start programming the required funds accordingly or advise if the City needs to move these projects further out.

FINANCIAL INFORMATION The total costs are as noted on the attached Capital Improvement Plan, per year, to be paid through the Airport Capital Fund, which is funded annually by the Airport Operating Fund.

SUGGESTED MOTION I move to authorize the Capital Improvement Plan for submittal to the Federal Aviation Administration.

SUPPORTING DOCUMENTS

1. 00_ACIP Project Summary_IDP_FFY2025_2023-12-18

INDEPENDENCE MUNICIPAL AIRPORT (IDP)
City of Independence, Kansas

12/18/2023

AIRPORT DATA		
NPE Balance (FFY 2021-2023) (See Note 1): \$	177,251.00	Sponsor Control of RPZ :
BIL Balance (FFY 2022-2023) (See Notes 2, 3, and 4): \$	223,000.00	Last 5010 Inspection Date:
		5010 Obstructions Noted:

5-YEAR CAPITAL IMPROVEMENT PROGRAM (CIP)									
Federal Fiscal Year	Project Description	Total Project Cost (Est.)	Federal Cost (Est.) (90%)	Local Cost (Est.) (10%)	Available NPE Before Project	Available NPE After Project	Available BIL Before Project	Available BIL After Project	Total Remaining Funds
Current FY 2024	Rehabilitate North Portion of Runway 17-35 Parallel Taxiway and North Compass Calibration Pad and Blast Pad Connecting Taxiways (Asphalt Pavement)	\$ 735,000	\$ 661,500	\$ 73,500	\$ 327,251	\$ 1,751	\$ 336,000	\$ -	\$ 1,751
	Rehabilitate South Portion of Runway 17-35 Parallel Taxiway, End Connecting Taxiways, and North Blast Pad Connecting Taxiway (Concrete Pavement)								
2025		\$ -	\$ -	\$ -	\$ 151,751	\$ 151,751	\$ 113,000	\$ 113,000	\$ 264,751
2026 (See Note 5)	Rehabilitate Runway 4-22 (Crack Seal, 2" Overlay, and Remarking)	\$ 1,450,000	\$ 1,305,000	\$ 145,000	\$ 301,751	\$ -	\$ 226,000	\$ -	\$ (822,249)
	Rehabilitate Taxiway C (Crack Seal and Remarking)	\$ 50,000	\$ 45,000	\$ 5,000	\$ -	\$ -	\$ -	\$ -	
2027		\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ 150,000
2028		\$ -	\$ -	\$ -	\$ 300,000	\$ 300,000	\$ -	\$ -	\$ 300,000
2029	Reconstruct Runway 17-35 (DESIGN)	\$ 500,000	\$ 450,000	\$ 50,000	\$ 450,000	\$ -	\$ -	\$ -	\$ -

LONG-RANGE NEEDS ASSESSMENT					NOTES
Federal Fiscal Year	Project Description	Total Project Cost (Est.)	Federal Cost (Est.) (90%)	Local Cost (Est.) (10%)	
TBD	Reconstruct Runway 17-35 (PAVING)	\$ 7,000,000	\$ 6,300,000	\$ 700,000	1) Taxiway D and Apron Rehab project utilized majority of FY21 funds.
TBD	Reconstruct Runway 17-35 (ELECTRICAL)	\$ 500,000	\$ 450,000	\$ 50,000	2) IDP BIL Funding: FY22 = \$110,000, FY23 = \$113,000, FY24 = \$113,000
TBD	Replace Airfield Guidance Signs	\$ 500,000	\$ 450,000	\$ 50,000	3) IDP ESTIMATED BIL Funding \$113,000 FY25 and FY26
TBD	Install Supplemental Wind Cones (3 Total) and Airfield Guidance Signs	\$ 250,000	\$ 225,000	\$ 25,000	4) BIL Program Spans FY22 through FY26
		\$ -	\$ -	\$ -	5) RW 4-22 overlay project requires FAA discretionary funding to complete in FY26.
					6)



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
December 28, 2023**

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider initiating a variance regarding a lot split of City-owned property.

SUMMARY RECOMMENDATION Approve submitting the variance application.

BACKGROUND City staff has been working with Cox to install a utility substation to facilitate providing broadband to the downtown businesses. The original location was at 10th and Chestnut, however, at the Public Hearing one property owner within the 200' notification area and several of their acquaintances spoke against granting the conditional use permit. Cox has found another location in a portion of a City parking lot located behind Appletree Inn.

The subdivisions regulations state in Article II, Section 3. - Replatting of prior subdivisions; *"In the event that any tract of land has previously been lawfully subdivided into lots, said lots may be divided into not more than two tracts without having to replat said lots, provided that the resulting tracts shall not again be divided without replatting."* The area that Cox needs for their utility substation is 30' X 46.6" and is part of a previous split of Lot 8. Since this is a unique circumstance that is not typical to a Subdivision, we will need to request a variance before the Board of Zoning Appeals to allow this lot to be split again without having to replat. City staff does not see any benefit or purpose of replatting this area for a 30' X 46.6' lot split that will only be utilized for utility purposes.

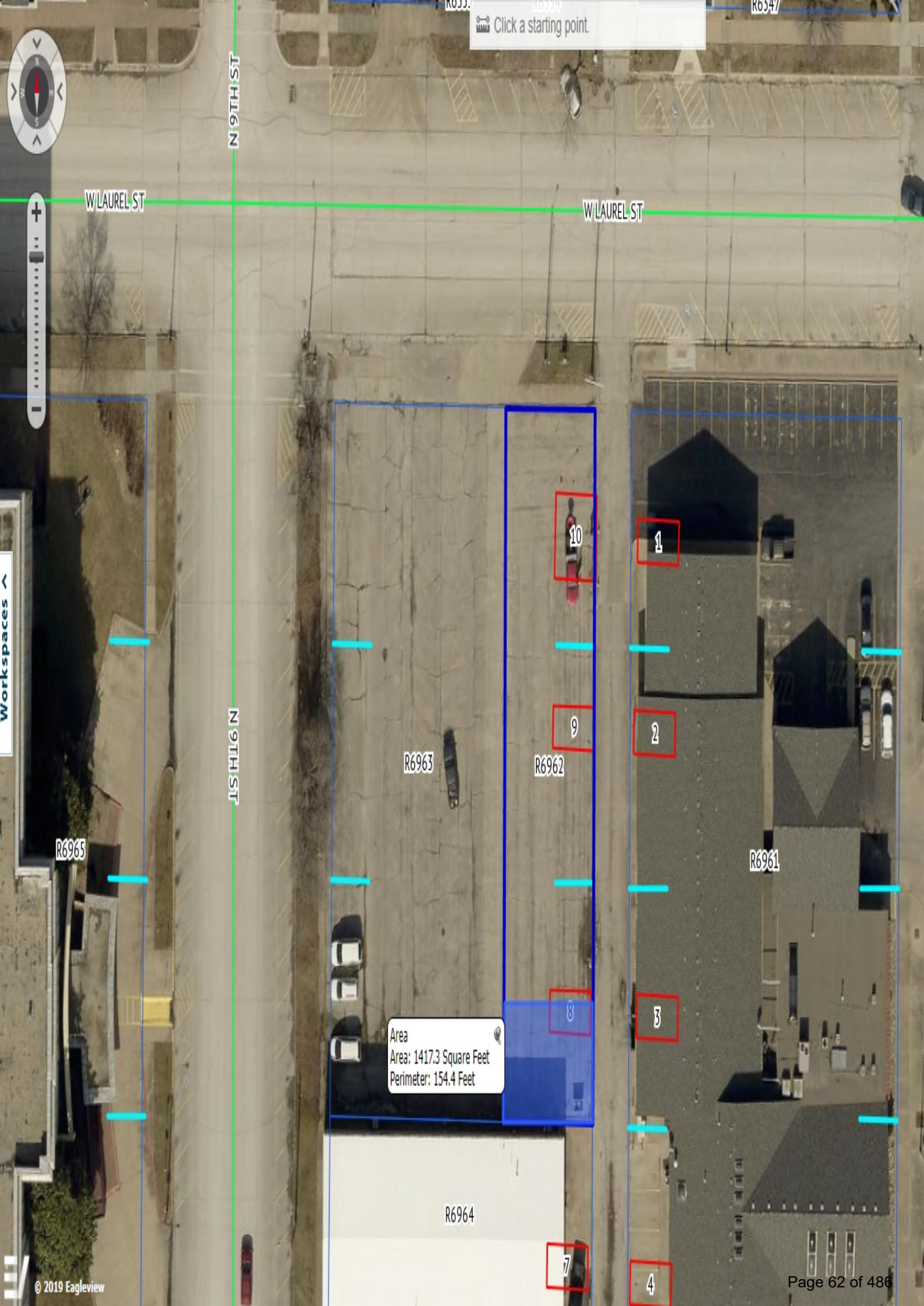
It is anticipated this would be heard at the February Board of Zoning Appeals meeting.

FINANCIAL INFORMATION The cost will be the staff's time to prepare the application and staff report and publication costs.

SUGGESTED MOTION I move to authorize submitting a variance application to the Board of Zoning Appeals for a variance to the subdivision regulations relating to a lot split at the south edge of the Municipal Parking Lot located west of the alley behind Appletree Inn, also known as a portion of Lot 8, Block 32, Original Plat to the City of Independence.

SUPPORTING DOCUMENTS

1. Aerial
2. CityParkingLotLegal



Click a starting point.

Workspaces

Area
Area: 1417.3 Square Feet
Perimeter: 154.4 Feet

These Links May Require Adobe Acrobat Reader, Click [here](#) to Download it.

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The Parcel Number for this Property is 063-099-31-0-20-06-002.00-0
Quick Ref ID: 6962

Owner Information

Owner Name	INDEPENDENCE CITY OF
Address	Attn: CITY CLERK 120 N 6TH ST INDEPENDENCE, KS 67301

Property Situs Address

Address	00000 W LAUREL ST, Independence, KS 67301
----------------	---

Land Based Classification System

Function	Parking Lot (uncovered)
Activity	Vehicular parking, storage, etc.
Ownership	City
Site	Developed site - with buildings

General Property Information

Prop Class	Exempt - E
Living Units	
Zoning	
Neighborhood	208.C
Tax Unit Group	108

Property Factors

Topography	Level - 1
Utilities	All Public - 1
Access	Paved Road - 1 Alley - 7
Fronting	Secondary Street - 3
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	

2023 Appraised Value

Class	Land	Building	Total
Exempt - E	9,200	680	9,880
Total	9,200	680	9,880

2022 Appraised Value

Class	Land	Building	Total
Exempt - E	8,800	4,010	12,810
Total	8,800	4,010	12,810

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
305	360						

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Acre	Primary Site - 1	0.2										9,200

Other Improvements

No	Occupancy	MSCIs	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	RCN	%Gd	Value
78	Outbuildings	S	2.00	1	1960			10	440	8	175 X 45	1	2	2					33,780	2	680

Other Improvement Components

No	Code	Units	Pct	Size	Other	Rank	Year
78	Paving, Asphalt w/Base	7875		10			

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TECHNOLOGIES



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
December 28, 2023**

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Consider a Memorandum of Understanding with Independence-USD 446 Recreation Commission regarding use of City owned property.

SUMMARY RECOMMENDATION Approve the Memorandum of Understanding

BACKGROUND After the May 2019 Flood, the city has been working with FEMA for assistance in recovering damages incurred from flooding. One project requested was for the rebuild of the ballfield electrical to above the floodplain. While this project was not awarded by FEMA, they allowed the city to request an alternate project, FEMA DR4449 Project #242723, to purchase materials and equipment to be used in the sports complex in order to better serve the community through servicing and maintaining the new park. The City was awarded a \$133,763 project to purchase the following equipment:

72" Mower
UTV
Bleachers
Backstop Padding

The UTV will be stored at the sports complex for use by both the City and IRC. This Memorandum of Understanding outlines the responsibilities and expectations for joint use of this equipment.

FINANCIAL INFORMATION The City will be responsible for the purchase of the equipment and the annual insurance. IRC will be responsible for fuel and maintenance. This grant covers 85% of the cost of materials and equipment, so the purchase price for the City will be \$2,486.91.

SUGGESTED MOTION I move to approve the memorandum of understanding between the City and Independence Recreation Commission for use of the UTV.

SUPPORTING DOCUMENTS

1. Memorandum of Understanding - UTV

MEMORANDUM OF UNDERSTANDING

This agreement is entered into by and between the **City of Independence, Kansas**, a municipal corporation, hereafter City, and **Independence Joint Recreation Commission**, hereafter IRC.

Whereas, the City has funds available with which to purchase a UTV for the joint use of the City and IRC.

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

1. **Purchase of UTV.** City will purchase a UTV under FEMA DR4449 Project #242723.
2. **Insurance.** City will obtain and maintain insurance on the UTV in such a manner as to cover usage of the UTV by both City and IRC.
3. **Usage.** The primary usage of the UTV shall be by City and IRC at the Central Park Sports Complex. IRC may use the UTV at other locations, if necessary, with prior approval of City.
4. **Fuel and Maintenance.** IRC shall be responsible for the fuel for the UTV as well as regular maintenance of the UTV.

City of Independence:

DATE

By: _____
Louis Ysusi, Mayor

ATTEST:

David W. Schwenker, City Clerk

Independence Joint Recreation Commission:

12-20-23
DATE

By: Brent Julian
Brent Julian, Executive Director



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
December 28, 2023**

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider authorizing the City Manager to sign an engagement letter with Tanner LLC for the facilitation of the January 17, 2024 Annual City Commission/City Staff Planning Retreat.

SUMMARY RECOMMENDATION City staff recommends approval.

BACKGROUND The first step towards planning for the 2025 budget is to hold a planning retreat with the Commission and City staff. For the last few years, this has been facilitated by Tanner LLC, who prepared the City's strategic plan. Mackey Smith with Tanner LLC is available to facilitate this retreat on January 17, 2024 (the third Wednesday).

FINANCIAL INFORMATION The fees for Tanner LLC to facilitate will not exceed \$5,000 including all out-of-pocket costs. Please note that this pricing reflects an increase of approximately \$1,000 over last year's pricing.

SUGGESTED MOTION I move to authorize the City Manager to sign an engagement letter with Tanner LLC to facilitate the January 17, 2024 Annual City Commission/City Staff Planning Retreat.

SUPPORTING DOCUMENTS

1. Engagement Letter__Independence Kansas 2024 Retreat__Tanner LLC



December 8, 2023

Dear Kelly:

It was a pleasure working with you in connection with your planning retreat last year, and we look forward to the opportunity to work together again in facilitating your upcoming planning retreat on January 17th. We hope you will find the strategic planning services to be a great benefit to your community.

Our goal is to provide outside perspective and facilitate your strategic planning and goal setting process. 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.

Based on our discussion, we have agreed to a fee that will not exceed \$5,000, including all direct, out-of-pocket costs for travel. This includes full facilitation of your January 17th retreat, including calls held in advance of the retreat and time spent in preparation. As discussed, we will book travel immediately to ensure lower costs. Should you cancel or change the date at any time after we have made travel arrangements, you will pay any out-of-pocket fees incurred in the cancellation of travel arrangements.

Fees for any additional services will be discussed and approved by you in advance of services being performed. We will present an invoice for payment after the retreat.

We look forward to working together and are excited to be involved with this coming year's retreat. Please sign below to accept the terms of this engagement.

Thanks,

Mackey Smith

Mackey Smith, Head of Strategy Consulting & Planning, Tanner LLC

Kelly Passauer, City Manager, City of Independence, Kansas

Tanner LLC | Key Bank Tower at City Creek | 36 S. State St., Suite 600, Salt Lake City, UT 84111-1400
Main 801.532.7444 | Fax 801.364.5331 | tannerco.com

MEMBER OF **Allinial**
GLOBAL



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
December 28, 2023**

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Amended Budget Public Hearing

SUMMARY RECOMMENDATION Adopt the Amended Budget as presented

BACKGROUND For 2023, four funds need to be amended:

- **General Fund:** To correct show a transfer of \$500,000 to the Economic Development Fund
- **Special Use Sales Tax (new):** To establish a "new" SUST fund for the new allocation of sales tax, and to account for an increase in sales tax collections and transfers to appropriate funds. This represents Fund 13.
- **Special Use Sales Tax (old):** To show remaining balances of the "old" SUST fund to be transferred to appropriate project funds and close out the fund. This represents Fund 17.
- **Water/Sewer Fund:** To show the transfer of unencumbered cash balances, "idle funds" to capital reserve funds.

FINANCIAL INFORMATION These budget amendments are for accounting purposes and do not represent increases in cash expenditures for the year. For budgetary purposes, transfers are shown as expenditures.

SUGGESTED MOTION I move to adopt the amended 2023 budget as presented.

SUPPORTING DOCUMENTS

1. 2023 Amended Budget Notice
2. 2023 Amended Budget Certificate
3. 2023 Amended Budget Detail

2023

**Notice of Budget Hearing for Amending the
2023 Budget**

The governing body of

City of Independence, KS

will meet on the day of 12/28/2023 at 5:30 p.m. at City Hall, 120 N 6th St. for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall, 120 N 6th St.
and will be available at this hearing.

Summary of Amendments

Fund	2023 Adopted Budget			2023 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
General	34.673	1,777,244	8,445,097	8,945,097
Special Use Sales Tax			0	2,575,084
Special Use Sales Tax (Old)			3,200,000	624,916
Water/Sewer			5,708,215	6,752,873
			0	0
			0	0

Lacey Lies

Official Title: Finance Director

Page No. 1

2023

**Amended
Certificate
For Calendar Year 2023**

To the Clerk of Montgomery, State of Kansas
We, the undersigned, duly elected, qualified, and acting officers of
City of Independence, KS
certify that: (1) the hearing mentioned in the attached publication was
held;(2) after the Budget Hearing this Budget was duly approved and
adopted as the maximum expenditure for the various funds for the year.

		2023 Amended Budget			
		Page No.	Amount of 2022 Tax that was Levied	Adopted 2023 Expenditures	Proposed Amended 2023 Expenditures
Table of Contents:					
Fund	K.S.A.				
General	12-101a	2	1,777,244	8,445,097	8,945,097
Special Use Sales Tax		3			2,575,084
Special Use Sales Tax (Old)		4		3,200,000	624,916
Water/Sewer		5		5,708,215	6,752,873
		6			
Totals		xxxxxxxxxx	1,777,244	17,353,312	18,897,970
Summary of Amendments		1			

Attested date: _____

County Clerk

Assisted by:

Address:

Email:

Governing Body

CPA Summary

City of Independence, KS

2023

Adopted Budget

General	2023 Adopted Budget	2023 Proposed Budget
Unencumbered Cash Balance January 1	907,272	1,727,609
Receipts:		
Ad Valorem Tax	1,777,244	1,777,244
Delinquent Tax	95,000	95,000
Motor Vehicle Tax	226,185	226,185
Recreational Vehicle Tax	2,063	2,063
16/20M Vehicle Tax	849	849
Commercial Vehicle Tax	6,225	6,225
Watercraft Tax	1,050	1,050
Local Alcoholic Liquor	41,802	41,802
Local Sales Tax	2,812,500	2,812,500
Franchise Tax	460,000	460,000
Nuisance/Special Assessments	3,000	3,000
Administration - Other	36,000	152,760
Animal Control	1,000	1,000
Building D	26,336	26,336
Building Inspector	140,000	140,000
Cemetery	59,500	59,500
Fire-EMS	1,079,056	1,079,056
Planning and Zoning	1,000	1,000
Memorial Hall	30,000	30,000
Municipal Court	104,000	104,000
Park	79,000	79,000
General Fund Support from Enterprise Funds	992,575	992,575
MVT Adjustment	5,639	5,639
Total Receipts	7,980,024	8,096,784
Resources Available:	8,887,296	9,824,393
Expenditures:		
BUDGET LINE - FOR CREATION	8,445,097	8,445,097
Cash balance transfer to Economic Development		500,000
Total Expenditures	8,445,097	8,945,097
Unencumbered Cash Balance December 31	442,199	879,296

CPA Summary
Amended to account for \$500,000 cash
balance transfer to Economic Development

City of Independence, KS

Adopted Budget

Special Use Sales Tax	2023 Adopted Budget	2023 Proposed Budget
Unencumbered Cash Balance January 1	0	0
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Sales Tax	0	2,575,084
Interest on Idle Funds		
Total Receipts	0	2,575,084
Resources Available:	0	2,575,084
Expenditures:		
Transfer to General Fund	0	643,771
Transfer to Bond & Interest	0	798,276
Transfer to Streets - Capital	0	695,273
Transfer to Capital - Building & Facility	0	309,010
Transfers		
Transfer to Economic Development	0	128,754
Total Expenditures	0	2,575,084
Unencumbered Cash Balance December 31	0	0

CPA Summary
Amended to account for increase in sales tax
collections and transfers to appropriate
funds

City of Independence, KS

2023

Adopted Budget

Special Use Sales Tax (Old)	2023 Adopted Budget	2023 Proposed Budget
Unencumbered Cash Balance January 1	1,143,325	624,916
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Sales Tax	2,250,000	
Interest on Idle Funds		
Total Receipts	2,250,000	0
Resources Available:	3,393,325	624,916
Expenditures:		
Project Costs		139,082
CPSC Project Transfer	550,000	375,000
ADA Fund Balance Transfer	400,000	110,834
Transfers	2,250,000	
Total Expenditures	3,200,000	624,916
Unencumbered Cash Balance December 31	193,325	0

CPA Summary
Amended to show remaining balances of the
"old" SUST to be transferred to appropriate
project fund

City of Independence, KS

2023

Adopted Budget

Water/Sewer	2023 Adopted Budget	2023 Proposed Budget
Unencumbered Cash Balance January 1	3,341,589	3,724,678
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Charges for Services	5,698,500	5,698,500
Miscellaneous	3,000	6,326
Interest on Idle Funds	10,000	120,000
Total Receipts	5,711,500	5,824,826
Resources Available:	9,053,089	9,549,504
Expenditures:		
Salaries & Wages	1,589,615	1,589,615
Operational Expenses	2,154,418	2,154,418
Debt Service	428,944	428,944
Transfers - GF Support + Bond & Interest	935,238	935,238
Transfer - City Hall Project	550,000	550,000
Transfer - Sewer Cost Share	50,000	50,000
Transfer - Cash Balance to W/S Capital Reserve	0	1,044,658
Total Expenditures	5,708,215	6,752,873
Unencumbered Cash Balance December 31	3,344,874	2,796,631

CPA Summary

Amended for transfer of unencumbered cash balances to capital reserve funds



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
December 28, 2023**

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider authorizing the following agreements with JMZ Corporation dba KwiKom:

1. Right-of-Way License Agreement
2. Grant Award Agreement to construct broadband infrastructure

SUMMARY RECOMMENDATION Authorize the Mayor to sign both agreements.

BACKGROUND As the nation experienced the shutdown due to the Coronavirus, virtually all cities experienced a limitation in their telecommunications and broadband facilities which amplified the growing need for these vital services. In coordination with JMZ, d/b/a KwiKom Communications (“KwiKom”), a Kansas corporation headquartered in Iola, Kansas, the City of Independence has the opportunity to improve and enhance its digital infrastructure through the construction of an underground fiber optic network (“Network”) that will provide telecommunications and broadband services, to all residences and businesses within the City’s territorial limits, except for any that may be technically or economically unfeasible to do so.

Initial broadband service offerings will include a plan for 100/100 megabits per second (“MBPS”) at a cost of \$25 per month for customers who qualify under the Affordable Connectivity Program. (Eligibility requirements set by the FCC can be found at [fcc.gov/acp](https://www.fcc.gov/acp)). For all other customers, the 100/100 MBPS plan will cost \$55 per month. There will also be plans for 500/500 MBPS and 1/1 gigabits per second available. These service offerings also include digital phone service for \$25 per month with unlimited calling within the United States. However, these prices do not include taxes and other governmental or regulatory fees which may also be assessed. The prices for the various service plans KwiKom will be offering are comparable with other providers in Kansas who provide both telecommunications and broadband services.

If approved, the construction of this new Network would be paid for through use of the City’s Economic Development Funds. Construction would begin January 8, 2024, with a planned completion date of December 28, 2025, but with a potential three-months extension if needed. However, in the event KwiKom is unable to certify completion of the project, KwiKom will be required to repay the Economical Development Funds to the City within six (6) months after the proposed completion date.

The Grant Award Agreement will authorize the City to pay KwiKom for the construction of the Network and requires KwiKom’s completion of the construction by December 28, 2025. The Right-of-Way License Agreement (“ROW Agreement”), has a ten-years term with automatic annual renewals thereafter. It provides the terms and conditions under which

KwiKom may construct and operate the Network (i.e. restoration of the City's ROW, maintaining insurance, indemnification, and payment of an annual ROW license fee, etc.). The ROW Agreement would operate as both a license to construct within the City's ROW, as well as a franchise to render services within the City.

FINANCIAL INFORMATION Kwikom estimates the buildout to cost up to \$7 million. The City's investment will be \$150,000.00 to be paid in three installments. Once KwiKom begins offering services to the residents and businesses of the City, KwiKom will be required to pay an annual ROW license fee of 5% of their gross receipts, and the City will have the opportunity, once annually, to audit KwiKom's books to ensure compliance with the license fee. The City will fund its three (3) installment payments through its Economic Development Fund. Adequate funds are available in the Economic Development Fund to cover this expense. The City's first installment will be due on the date both parties execute the Grant Award Agreement. The second installment will be due when KwiKom certifies it has completed 50% of the total project, which includes full restoration of the City's ROW for the 50% certified. The third installment will be due when KwiKom certifies it has completed 100% of the project, which includes restoration of the entire ROW and that KwiKom is capable of providing internet/broadband services to all addresses in the service area, except for those addresses that are technically or economically unfeasible. In addition, in the event KwiKom does not complete the Project, KwiKom is required to refund the City the funds provided within six (6) months of the completion date stated in the contract, December 28, 2025.

SUGGESTED MOTION I move to authorize the Mayor to sign a right-of-way agreement and a grant agreement for JMZ Corporation dba KwiKom to construct broadband infrastructure within the City limits.

SUPPORTING DOCUMENTS

1. KwiKom-Independence ROW Agreement (Final)
2. Signature Page Executed by KwiKom for ROW Agreement
3. Independence_(KS)_KwiKom_Grant_Award_Agreement_(Final_Version).docx (1)

RIGHT-OF-WAY LICENSE AGREEMENT

THIS RIGHT-OF-WAY LICENSE AGREEMENT ("Agreement") is made this _____ day of December, 2023 ("Effective Date"), by and between the City of Independence, County of Montgomery, State of Kansas, a municipal corporation (the "City"), and JMZ Corporation, a Kansas corporation doing business as JMZ Corporation d/b/a KwiKom Communications ("KwiKom"). The City and KwiKom are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

A. KwiKom is a Telecommunications Carrier (as such term is defined in K.S.A. 66-1,187(m)) and is registered to do business in the State of Kansas. KwiKom has requested permission to install, construct, operate, and maintain fiber optic cabling and related Facilities for data transmission in the City's Public rights-of-way ("ROW").

B. Pursuant to K.S.A. 17-1902 and 66-2019, KwiKom is authorized to install, construct, operate, and maintain its fiber optic Facilities within the City's ROW to provide Telecommunication and data transmission Services in accordance with regulations promulgated by the Federal Communications Commission ("FCC") and the KCC, as well as subject to the City's reasonable regulations related to the public health, safety, and welfare.

C. It is agreed KwiKom will not construct any fiber Facilities and will not own or operate any wireless equipment anywhere within the City without first obtaining the requisite Permits required under this Agreement.

D. It is the City's policy to permit such use of the ROW for provision of such fiber optic infrastructure and Services, and further finds it to be in the public interest to grant permission to KwiKom to install, construct, operate, and maintain the fiber optic and related Facilities in the ROW, subject to the exercise of the City's police powers, and subject to the terms and conditions outlined below.

THE PARTIES THEREFORE AGREE:

1. **Definitions.** For the purpose of this Agreement, capitalized terms have the meaning specified in this section, and if not defined herein, their ordinary meaning:

"Affiliate" means each person or entity which falls into one or more of the following categories: (a) each person or entity having, directly or indirectly, a controlling interest in KwiKom; (b) each person or entity in which KwiKom has, directly or indirectly, a controlling interest; or (c) each person or entity that, directly or indirectly, is controlled by a third party which also directly or indirectly controls KwiKom.

"Agreement" or "License" means this Agreement, together with Appendices and Exhibits attached to this Agreement, if any, and any amendments or modifications thereto.

“Applicable Law” or “Law” means all federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations.

“Authorizations” means the permissions KwiKom must have in addition to this License to deploy Facilities and/or provide infrastructure and Services, which may include licenses, permits, zoning approvals, variances, exemptions, grants of authority to use private rights of way and/or easements or facilities, agreement to make attachments to poles, towers, buildings, and the like, and any other approval of a governmental authority or third persons with respect to (i) the construction, installation, repair, maintenance, operation, or use of tangible or intangible property, as the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise.

“Authorized Facilities” means Facilities that comply with the requirements of this License, and the City Code and/or Ordinances, and have all necessary Authorizations in full force and effect.

“Broadband Services” means transmission of high-quality data of wide bandwidth providing high speed internet access between at least 100/100 MBPS and 2/2 gig.

“Construction and Maintenance” and variations of those terms refer to any activity performed in the ROW with respect to the Facilities, including installation, construction, modification, replacement, repair, operation, maintenance, or removal.

“Facilities” means any and all equipment and installations of any kind owned by KwiKom and under the control of KwiKom that are reasonably necessary and appropriate for the provision of infrastructure and Services including, but not limited to, underground fiber optic and coaxial cable, conduit, conduit enclosures and supporting structures.

“Gross Receipts” means all amounts billed to and collected from Telecommunication and Broadband customers/subscribers for the following: Recurring charges for Telecommunication and Broadband Services; event-based charges including, but not limited to pay-per-view and video-on-demand charges; rental of routers, servers, boxes and other Telecommunication or Broadband equipment; and service charges related to the provision of Telecommunications and Broadband Services. However Gross Receipts does not include the following: Uncollectible fees, provided that all or part of the uncollectible fees which are written off as bad debt but subsequently collected, less expenses of collection, shall be included in Gross Receipts in the period collected; late payment fees; amounts billed to customers/subscribers to recover taxes, and fees or surcharges imposed upon telecommunications and broadband providers.

“License” means the non-exclusive right granted, by ordinance and subject to this Agreement, to KwiKom to Construct and Maintain the Facilities on, over, under, upon, across and along the ROW within the License Area.

“License Area” means all the area within the boundaries of the City.

“Public rights-of-way” (“ROW”) mean only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways, or boulevards dedicated or acquired as rights-of-way. The term does not include the airwaves above a right-of-way with regard to wireless communications or other non-wire Telecommunications or Broadcast Service, easements obtained by utilities or private easements in platted subdivisions or tracts.

“Services” means, for purposes of this Agreement, to provide Telecommunication and Broadband Services.

“Telecommunications Services” means providing the means of transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

2. **Grant.** Subject to the terms and conditions of this Agreement, including, but not limited to, the franchise obligations set forth in Section 3 below, KwiKom is hereby granted the nonexclusive right to Construct and Maintain, as well as operate its Authorized Facilities within the ROW, which license shall be exercised at KwiKom's sole cost and expense, and which shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of records which may affect the ROW. The license is not divisible, and KwiKom may not grant any person the right to use or occupy the ROW. The grant does not extend to any different service, and KwiKom may be required to obtain an additional License or an amendment to this License before using and occupying the ROW to provide additional Services.

A. Prior to installing any new Facilities and prior to providing any Services, KwiKom will submit to the City for approval all designs for the Construction and Maintenance of such new Facilities and prior to the provision of such new Services, in strict compliance with all non-discriminatory, generally applicable regulations and standards required by the City.

B. Nothing herein shall be deemed to grant, convey, create, or vest in KwiKom a real property interest in land, including any fee, leasehold interest, or easement, or the right to place the new Facilities at any particular location within the ROW.

3. **Franchise.** KwiKom agrees that this Agreement shall operate as both a license to place infrastructure and use the City's ROW, as well as a franchise granting the right to provide Services within the City under K.S.A. 12-2001 et seq.

4. **Term.** The initial term of this Agreement shall be for a period beginning on the Effective Date, stated above, and ending ten (10) years thereafter. Thereafter, this Agreement shall automatically renew for additional one (1) year terms, unless either Party notifies the other Party with written notice of its intent to not renew this Agreement at least one hundred eighty (180) days before the expiration of the then current term. Any such

additional term shall be deemed a continuation of this Agreement on the same terms and conditions unless the Parties agree to amend. Upon termination, all of the City's consents to use and occupancy of the ROW, and KwiKom's rights to use and occupy the ROW are also terminated. Notwithstanding the foregoing, all of KwiKom's duties related to use of the ROW, and its duties to indemnify the City, shall survive termination until the Facilities are moved, or KwiKom's obligations terminate by agreement of the Parties.

5. Compliance with Law and Other City Regulations.

A. The authority of KwiKom to use and occupy the ROW shall always be subject and subordinate to the reasonable non-discriminatory, generally applicable public health, safety, and welfare requirements and regulations of the City. The City may exercise its home rule powers in its administration and regulation related to the management of the ROW, provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. KwiKom shall be subject to all Applicable Laws now or hereafter adopted by the City.

B. As a condition of this Agreement, KwiKom is required to obtain and is responsible for any necessary permit, license, certification, grant, registration, or any other Authorization required by any appropriate governmental entity, including, but not limited to, the City, the FCC or the KCC. KwiKom shall also comply with all Applicable Laws including, but not limited to, those relating to the construction in, maintenance and use of the ROW. The foregoing compliance obligations shall be subject to KwiKom's right to challenge in good faith such Applicable Laws.

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

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

6. Use of ROW.

A. KwiKom shall comply with all non-discriminatory, generally applicable City ordinances. In the event of a conflict between this Agreement and the City Ordinance, the City Ordinance shall control.

B. Pursuant to Kansas Statutes, and amendments thereto, and subject to the provisions of this Agreement, KwiKom shall have the right to Construct and Maintain its Facilities along, across, upon and under the ROW. The Facilities shall be so Constructed and Maintained, as well as operated so as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities, and to maximize efficient use of the ROW. KwiKom is prohibited from installing its lines longitudinally under any City road or shoulder, and all installations of KwiKom's Facilities under hard surfaces shall be installed via the boring method, in accordance with plans submitted to and approved by the City, unless otherwise agreed by the City upon KwiKom's showing of undue hardship. For purposes of this requirement, the term "hard surfaces" shall mean concrete, asphalt, or any other hard surface with similar structural characteristics. In no event may Facilities be Constructed and Maintained in a manner that creates a hazardous condition, or a condition that is inconsistent with Applicable Laws.

C. KwiKom shall participate in the Kansas One Call utility location program with respect to all of its Facilities in the ROW. KwiKom and its contractors shall coordinate with the City the placement of any new Facilities in a manner which minimizes adverse impact on public improvements, the ROW, and users of them, as reasonably determined by the City in a non-discriminatory, generally applicable manner. Further, City may require KwiKom to coordinate construction activities with other entities occupying the ROW whenever commercially reasonable. Where placement is not otherwise regulated, the Facilities shall be placed with adequate clearance from such public improvements so as not to impact or be impacted by the public improvements and the users of same. Except as otherwise approved by the City, which approval shall not be unreasonably withheld, KwiKom shall install the Facilities a minimum of two (2) horizontal and two (2) vertical feet away from water, sanitary and storm sewer lines, and one (1) vertical foot away from all other public utilities along the route.

D. City shall have commercially reasonable access to inspect any work conducted by KwiKom during Construction and Maintenance, as well as operation of Facilities.

E. All of the materials, plans and installation, reconstruction, or relocation of any Facilities shall be approved in advance by or as directed by the City and in accordance with any other approved specifications for performing work in the ROW. Prior to construction, reconstruction, or relocation of any Facilities in the ROW, KwiKom shall, at its own cost and expense, prepare and deliver to the City for

approval, plans and specifications of the proposed installation. Such approval shall not be unreasonably withheld, delayed, or conditioned.

F. KwiKom shall keep and maintain accurate records and as-built drawings depicting accurate horizontal and vertical locations of the Facilities as constructed or reconstructed in the ROW, which shall be promptly provided to the City.

G. Nothing in this Agreement shall be interpreted as granting KwiKom the authority to Construct and Maintain or operate any Facility or related appurtenance on property owned by the City outside of the ROW.

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

A. When circumstances require de-energizing of the Facilities, notice shall be given in advance to the City and the City's electric supplier. Only the City or the City's electric supplier is permitted to perform the de-energizing process.

8. **Limitation on Use of Portion of ROW.** The City shall have the authority to prohibit the use or occupation of a specific portion of ROW by KwiKom due to a reasonable public interest necessitated by public health, safety, and welfare so long as the authority is exercised in a competitively neutral manner and is not unreasonable or discriminatory. A reasonable public interest shall include, but not be limited to, the following:

A. The prohibition is based upon a recommendation of the City engineer, is related to public health, safety, and welfare, and is nondiscriminatory among providers, including incumbent providers;

B. KwiKom has rejected a reasonable, competitively neutral and nondiscriminatory justification offered by the City for requiring an alternate method

or alternate route that will result in neither unreasonable additional installation expense nor a diminution of service quality;

C. The City reasonably determines, after affording KwiKom reasonable notice and an opportunity to be heard, that a denial is necessary to protect the public health and safety and is imposed on a competitively neutral and nondiscriminatory basis; or

D. The specific portion of the ROW for which KwiKom seeks use and occupancy is environmentally sensitive as defined by state or federal law or lies within a previously designated historic district as defined by local, state, or federal law.

9. **Repair of Damage to ROW.** KwiKom shall notify City any time repair of damage to the ROW is needed, including, but not limited to, any public drain, sewer, catch basin, water pipe, pavement or other public improvement caused by the activities of KwiKom, or of any agent, affiliate, employee, or subcontractor of KwiKom, while occupying, installing, repairing, or maintaining Facilities in the ROW. City will repair and restore such damage, but KwiKom shall be solely responsible for the costs of repairing and restoring the ROW, including, but not limited to, any public drain, sewer, catch basin, water pipe, pavement, or other public improvement to their functional equivalence before the damage. The City shall invoice KwiKom for the actual and reasonable costs incurred to repair and restore the ROW. KwiKom shall promptly reimburse the City for all such costs of the repairs and restoration, but under no circumstances more than thirty (30) days following receipt of the invoice.

10. **Fees.** Pursuant to Kansas Statutes, and amendments thereto, the City assesses the following fees against KwiKom for use and occupancy of the ROW, and license to provide Services within the city, such fees shall be imposed on all such providers in a nondiscriminatory and competitively neutral manner:

A. An annual fee of five percent (5%) of KwiKom's annual Gross Receipts; and pursuant to Kansas statutes, KwiKom shall, upon City's request, no more than once per year, allow the City, or its authorized contractor, make its records and books available for purposes of a reasonable audit of KwiKom's Gross Receipts calculations;

B. A permit fee in connection with issuing each construction permit to set Facilities and fixtures in the ROW within the City to compensate the City for issuing, processing, and verifying the permit application;

C. An excavation fee for each street or pavement cut to recover the costs associated with construction and repair activity of KwiKom, its assigns, contractors and subcontractors with the exception of construction and repair activity required pursuant to subsection (l) of K.S.A. 17-1902 related to Construction and Maintenance activities directly related to improvements for the health, safety, and welfare of the

public; provided, however, imposition of such excavation fee must be based upon a regional specific or other appropriate study establishing the basis for such costs which take into account the life of the city street prior to the construction or repair activity and the remaining life of the city street. Such excavation fee is expressly limited to activity that results in an actual street or pavement cut;

D. Inspection fees to recover all reasonable costs associated with the City's inspection of the work of KwiKom, its assigns, contractors, and/or subcontractors in the ROW;

E. Repair and restoration costs associated with repairing and restoring the ROW because of damage caused by KwiKom, its assigns, Carrier(s), contractors, and/or subcontractors in the right-of-way; and

11. Indemnification and Hold Harmless.

A. It shall be the responsibility of KwiKom to take adequate measures to protect, maintain, and defend its Facilities in the ROW from harm or damage. If KwiKom fails to accurately or timely locate Facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., it shall have no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage caused by their negligence or intentional conduct. The City and its authorized contractors shall be responsible to take reasonable precautionary measures, including calling Kansas One Call for utility locations and observing marker posts when working near KwiKom's Facilities.

B. KwiKom shall defend, indemnify and hold the City and its officers, board members, council members, commissioners, representatives, employees, agents, and contractors harmless against any and all claims, lawsuits, judgments, costs, liens, losses, damages, fines, taxes, special charges, penalties, payments, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence or intentional misconduct of KwiKom, any agent, officer, director, representative, employee, affiliate, contractor, or subcontractor of KwiKom, or its respective officers, agents, employees, directors or representatives, while installing, repairing, operating, or maintaining Facilities in the ROW. KwiKom further releases City from any liability claims, demands, actions and/or causes of action, whatsoever arising out of or related to any loss, damage, or injury (including death) that may be sustained by KwiKom or KwiKom's employees, agents, contractors, subcontractors, or invitees, while exercising the privileges granted by this License Agreement and further, KwiKom agrees to hold City harmless from the same.

C. The indemnity provided by this subsection does not apply to any liability resulting from the negligence and willful misconduct of the City, its officers, employees, contractors, or subcontractors. If KwiKom and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State of Kansas without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the Parties under state or federal law. This section is solely for the benefit of the City and KwiKom and does not create or grant any rights, contractual or otherwise, to any other person or entity.

12. **No Consequential Damages.** Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other for any consequential, incidental, indirect, liquidated, punitive or special damages or lost revenue or lost profits to any person arising out of this Agreement or the performance or nonperformance of any provision of this Agreement, even if such Party has been informed of the possibility of such damages.

13. **Insurance and Performance Bond.**

A. During the term of this Agreement, KwiKom shall obtain and maintain adequate insurance coverage, as agreed to by the City, for the activities and property located within the City's ROW for the duration of this License, at its sole expense, with financially reputable insurers that are licensed to do business in the State of Kansas. In the event of any new construction or installation, KwiKom shall provide not less than the following insurance:

i. Workers' compensation as required by the laws of the State of Kansas, with an employer's liability limit equal to the amount required by law.

ii. Commercial general liability, including coverage for contractual liability and completed operations liability, on an occurrence basis and not a claims made basis, with an aggregate limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from KwiKom's operations under this Agreement.

iii. Automobile liability of One Million Dollars (\$1,000,000.00) combined single limit. The Automobile Policy will cover all vehicles used by KwiKom in the performance of its services under this Agreement (including owned, hired and non-owned vehicles). The City shall be included as an additional insured with respect to liability arising from KwiKom's operations under this Agreement.

iv. Property Coverage [based on number and types of appurtenances amount will need to be discussed by the Parties], all property pertaining to the operation of the Facilities and services provided will be

insured against direct physical loss and extended coverage perils. KwiKom will be named Insured under this policy and all loss adjustment will be negotiated with and payable to KwiKom for their implementation of repair and replacement of all damaged property. The City will be named as a loss payee as its interests may appear.

v. Umbrella Liability of Five Million Dollars (\$5,000,000.00) each occurrence and Five Million Dollars (\$5,000,000.00) aggregate. The City will be included as an additional insured under the Umbrella Liability policy.

B. KwiKom shall, as a material condition of this Agreement, prior to the commencement of any work in the ROW, deliver to the City a certificate of insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force. KwiKom shall timely notify the City if the insurance is cancelled or materially changed with respect to areas and entities covered. KwiKom shall make available to the City on request the policy declarations page, so that limitations and exclusions can be evaluated for appropriateness of overall coverage.

C. KwiKom shall, as a material condition of this Agreement, prior to the commencement of work in the ROW, deliver to the City a performance bond in the amount of One Hundred Thousand Dollars (\$100,000.00), payable to the City to ensure the appropriate and timely performance in the Construction and Maintenance, as well as operation, of Facilities located in the ROW. The required performance bond must be with a good and sufficient surety, authorized to transact business in the State of Kansas, and satisfactory to the City in form and substance.

D. No policies of insurance required to be obtained by KwiKom or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Agreement with the City, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to City's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by KwiKom's contractors or the contractor's employees or agents.

E. KwiKom shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

14. **Notification of Claims.** KwiKom or the City shall promptly advise the other in writing of any known claim or demand against KwiKom or the City related to or arising out of KwiKom's activities in the ROW.

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

16. **Relocation of Facilities.** If requested by the City, in order to accomplish Construction and Maintenance activities directly related to improvements for the health, safety, and welfare of the public, KwiKom shall remove its Facilities from the ROW or shall relocate or adjust its Facilities within the ROW at no cost to the City. Such relocation or adjustment shall be completed as soon as reasonably possible within the time set forth in any request by the City for such relocation or adjustment. Any damages suffered by the City or its contractors as a result of KwiKom's failure to timely relocate or adjust its Facilities shall be borne and promptly paid by KwiKom.

17. **Termination.** City will have the right to terminate this Agreement (i) if the City is mandated by law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of the Facilities from the ROW, (ii) if KwiKom's Authorizations with respect to the Facilities and/or provision of Services are terminated, revoked, expired, or otherwise abandoned, or (iii) in the event of KwiKom's breach of this Agreement.

A. In the event of KwiKom's breach of this Agreement, the City shall have the right to terminate this Agreement in accordance with the following procedure. The City shall first serve a written notice upon KwiKom, setting forth in detail the nature of the breach, and KwiKom shall have thirty (30) days thereafter to cure such breach. If the breach remains uncured at the end of the thirty (30) day period, the City may terminate this Agreement by serving written notice upon KwiKom. If curing such default has commenced and KwiKom is diligently proceeding to complete performance to the reasonable satisfaction of the City, but the cure cannot be reasonably completed within thirty (30) days, KwiKom shall be granted additional time to complete such cure as mutually agreed by the Parties. In addition, the City may pursue any other remedies available to it at law or equity.

B. The following are breaches of this Agreement: (1) KwiKom fails to perform or comply with any of the material conditions or covenants of this Agreement and such failure continues for a period of thirty (30) days, (2) KwiKom fails to pay any sums required under this Agreement as required under Paragraph 10 of this Agreement, or (3) KwiKom's acts or omissions create an imminent hazard to persons or properties which KwiKom cannot or does not immediately correct.

C. Nothing in this Agreement, nor the act of entering into this Agreement shall be construed as a limitation of the City's authority to modify or abandon the ROW the City now has.

18. **Removal of Facilities.** Following the termination of the License for any reason, or in the event KwiKom ceases to operate and abandons any Facilities, then upon the City's written request, KwiKom shall within one hundred twenty (120) days, remove such Facilities from the ROW, and restore the ROW and property to the City in as good condition as it was at the time of KwiKom's entry thereon. Alternatively, KwiKom, upon written consent from the City, which will not be unreasonably denied or delayed, convey ownership

of its Facilities to another entity, or the City, authorized to place Facilities in the ROW and provide City with the exact location of the Facilities along with a drawing of the Facility design prior to ownership of the Facilities transferring.

19. Transfer and Assignment. KwiKom agrees that this License Agreement and rights and duties under this License Agreement shall not be assigned or transferred, either in whole or in part, or leased, sublet, or mortgaged in any manner, nor shall title thereto, either legal or equitable or any right, interest, or property therein, pass to or vest into any entity without the prior written consent of the City, which will not be unreasonably denied or delayed. KwiKom will give the City notice of such a transfer or assignment and make itself available to respond to reasonable inquiries by the City. A fundamental corporate change in KwiKom's parent corporation or any entity having a controlling interest in KwiKom shall constitute a transfer and subject KwiKom to the provisions of this Section. This provision shall not apply to sales of property or equipment in the normal course of business. No consent from the City shall be required for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in part, to secure an indebtedness. The prior consent of the City shall not be required with respect to intra-corporate transfers or reorganizations between or among wholly owned or controlled subsidiaries or Affiliates of KwiKom, or any entities, directly or indirectly, controlling or controlled by, or under common control with KwiKom. Any transfer or assignment shall be assignable only to a provider or its Affiliate which is a Telecommunications Carrier or holds a current and valid certificate of convenience and authority from the KCC, and any such assignment shall be preconditioned upon the City receiving written notice of the assignment (including notice of the name and address of the assignee and contact information) and, as applicable, a copy of the assignee's current certificate of convenience and authority no later than ten (10) days prior to the effective date of the assignment provided the transfer or assignment does not create any additional burden upon the ROW, or adversely affect the City's interests under this Agreement and License. Any assignee or transferee must accept, by becoming a signatory, to this Agreement, all obligations of KwiKom, as well as take responsibility for all acts and omissions of KwiKom known and unknown. Any attempted assignment of this Agreement without satisfying the requirements of this section shall be void.

20. Receivership, Foreclosure or Act of Bankruptcy.

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

B. In the case of foreclosure or other judicial sale of KwiKom's Facilities, or any part thereof, including or excluding this Agreement, the City may serve notice of termination upon KwiKom and the successful bidder at such sale, in which event this Agreement herein granted and all rights and privileges of this Agreement hereunder shall cease and terminate thirty (30) days after service of such notice, unless: (1) The City shall have approved the transfer of this Agreement to the successful bidder, as and in the manner in this Agreement provided; and (2) such successful bidder shall have covenanted and agreed with the City to assume and be bound by all the terms and conditions to this Agreement.

21. **Reservation of Rights.** In entering into this Agreement, neither the City's nor KwiKom's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Agreement, neither the City nor KwiKom waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or KwiKom may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of this Agreement or any present or future laws, ordinances, and/or rulings which may be the basis for the City and KwiKom entering into this Agreement.

22. **Notices.** KwiKom shall at all times maintain on file with the City a point of contact or a telephone number that allows the City to reach an authorized person, who shall be available at all times and qualified to respond to the City's concerns or requests regarding this Agreement and to act on behalf of KwiKom in the event of an emergency. Failure to maintain an emergency contact shall eliminate the City's liability to KwiKom for any actions the City deems reasonably necessary given the specific circumstances. Emergency notice by KwiKom to the City may be made by telephone to the City Manager. All other notices between the Parties shall be in writing and shall be made by personal delivery, by certified mail, return receipt requested, or by a generally recognized overnight delivery service providing proof of delivery.

City:
City Manager
City of Independence, Kansas
811 W Laurel
Independence, KS 67301

KWIKOM:
JMZ Corporation d/b/a KwiKom Communications
Attn: Legal Department
Address: C/o WANRack, LLC
4550 West 109th Street, Suite 115
Overland Park, KS 66211

A. Notwithstanding the above, the Parties may agree to utilize electronic communications such as NJUNS notifications, as well as email, for notifications related to any permit applications, approval processes or necessary transfer or relocation of Facilities.

23. **Failure to Enforce.** The failure of either Party to enforce and remedy any noncompliance with the terms and conditions of this Agreement shall not constitute a waiver of rights nor a waiver of the other Party's obligations as provided herein.

24. **Materials and Claims/Liens.** All materials furnished for any work done in the License Area by KwiKom shall be at KwiKom's sole cost and expense. KwiKom agrees to protect the Facilities installed in the ROW and property of the City, and City, from all claims of contractors, laborers, and material men pertaining to such work, if any. KwiKom shall promptly pay all contractors and materialmen furnishing labor, materials, or services with any respect to any work performed by or on behalf of KwiKom in the ROW and property of the City, so as to minimize the possibility of a lien attaching to any of the property of the City or the Facilities in the ROW. Should any such lien be made or filed by reason of such work performed by or on behalf of KwiKom, KwiKom shall cause the same to be discharged and released of record by bond or otherwise within thirty (30) days after written request by City.

25. **Severability.** If any clause, sentence, or section of this Agreement is or shall become invalid under any Applicable Law, rule of law or held to be invalid by a court of competent jurisdiction, such invalidity shall not materially alter the essence of this Agreement to either Party, such provision shall not affect the validity of the remainder, as a whole or any part hereof, other than the part declared invalid.

26. **Force Majeure.** If either the City or KwiKom is prevented or delayed from fulfilling any term or provision of this Agreement by reason of fires, floods, earthquake, or like acts of nature, war, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation epidemic or pandemic, strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the Party delayed in performing the acts required by this Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and the affected Party shall endeavor to remove or overcome such inability as soon as reasonably possible.

27. **Applicable Law.** This Agreement, the performance hereunder, and all suits and special proceedings hereunder shall be interpreted according to the laws of the State of Kansas, and KwiKom hereby consents to the personal jurisdiction of the Courts of Kansas with regard to any matter related to this Agreement or the use of the license granted hereby. Venue will only lie in a State Court within Montgomery County, Kansas, unless such venue is not available or appropriate as a matter of law.

28. **Modification.** This Agreement shall not be modified or amended except by written instrument executed by the City and KwiKom, or its successors, transfers, heirs or assigns.

29. **Execution of Agreement.** Each Party hereto has read, agreed to, and executed this Agreement on the date indicated. The Signators of this Agreement state they have the necessary authority from the governing body of the City and KwiKom to bind their respective jurisdiction and entity named herein.

30. **Counterparts.** This Agreement may be executed in any number of counterparts by the Parties, each of which when so executed will be an original, but all of

which together will constitute one and the same instrument. To facilitate execution of this Agreement, the Parties may execute and exchange electronic form counterparts of the signature pages to this Agreement.

EXECUTED the day and year first above stated.

[Remainder of Page Intentionally Left Blank. Signatures on following page.]

CITY OF INDEPENDENCE, KANSAS

By: _____
Louis Ysusi, Mayor

ATTEST:

David W. Schwenker, City Clerk

ACKNOWLEDGEMENT

STATE OF KANSAS

COUNTY OF MONTGOMERY

On this ___ day of _____, 20__, before, the undersigned authority, a Notary Public in and for said State and County, personally appeared Louis Ysusi, who, being duly sworn according to law, acknowledged they are the Mayor and City Clerk of the City of Independence, Kansas, and that as such Mayor and City Clerk, being authorized to do so, executed the Rights of Way License Agreement for the purposes therein contained.

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

Notary Public

My Appointment Expires:

JMZ CORPORATION, d/b/a KWIKOM COMMUNICATIONS

By: _____

Name: Zachery D. Peres

Title: President

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

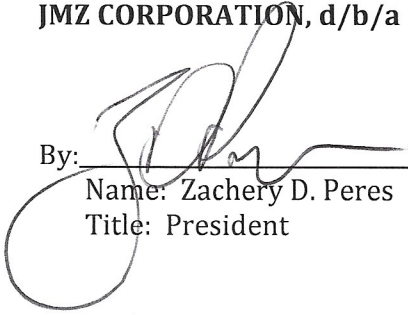
On this ___ day of _____, 20__, before, the undersigned authority, a Notary Public in and for said State and County, personally appeared _____ of JMZ Corporation d/b/a KwiKom Communications and that as such _____, being authorized to do so, executed the Rights of Way License Agreement for the purposes therein contained.

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

Notary Public

My Appointment Expires:

JMZ CORPORATION, d/b/a KWIKOM COMMUNICATIONS

By: 

Name: Zachery D. Peres

Title: President

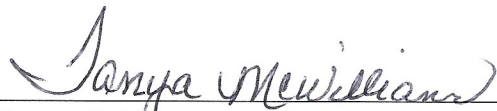
ACKNOWLEDGEMENT

STATE OF Missouri

COUNTY OF Clay

On this 21 day of December, 2027, before, the undersigned authority, a Notary Public in and for said State and County, personally appeared Zachery D. Peres of JMZ Corporation d/b/a KwiKom Communications and that as such Signature, being authorized to do so, executed the Rights of Way License Agreement for the purposes therein contained.

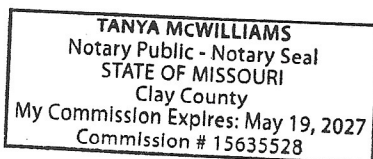
IN WITNESS WHEREOF, I have hereunder set my hand and official seal.



Notary Public

My Appointment Expires:

May, 19, 2027



GRANT AWARD AGREEMENT

THIS GRANT AWARD AGREEMENT (this “Agreement”) is made and entered into as of December 28, 2023 (the “Effective Date”), by and between the City of Independence, Kansas (the “City”), and JMZ Corporation, a Kansas corporation doing business as KwiKom Communications (“KwiKom”). The City and KwiKom are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

WHEREAS, KwiKom has demonstrated to the City a need for funding assistance and seeks to construct broadband infrastructure that will enhance broadband services to residents and businesses in the City to enable work, education, and health care monitoring capabilities; and

WHEREAS, the City Commission has determined awarding funds to KwiKom will benefit the City by enhancing its digital infrastructure.

NOW THEREFORE, in consideration of the promises set forth below, and for other valuable consideration, the receipt of which is hereby acknowledged the Parties agree as follows:

1. Project. KwiKom will provide all management, supervision, labor, materials, tools, engineering and testing necessary for the deployment and delivery of a broadband infrastructure project in the service area (the “Service Area”) shown on the map attached as Exhibit A to this Agreement (the “Project”). The appropriate type of materials to use, along with the design and layout of the Project, shall be at the sole discretion of KwiKom.

2. Good Utility Practice. KwiKom shall utilize Kansas One-Call prior to digging or excavating in the City’s Rights of Way. KwiKom will use due diligence in accordance with Good Utility Practice to not disturb or damage any existing utilities or structures currently in the City’s Rights of Way. Due diligence shall include KwiKom utilizing Kansas One-Call prior to digging or excavating in the City’s Rights of Way. As used in this Agreement, “Good Utility Practice” means any of the practices, methods and acts engaged in or approved by a significant portion of the United States fiber optic/broadband industry prior to such time and by constructors, operators or maintainers of facilities similar in size and operational characteristics to the Project, or (b) any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable costs consistent with applicable law and the authorizations, environmental considerations, good business practices, reliability, safety, expedition and the manufacturer’s maintenance requirements, but Good Utility Practice is not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be a spectrum of the acceptable practices, methods, or acts generally accepted in such industry having due regard for, among other things, the manufacturer’s maintenance requirements, the requirements of governmental authorities and any applicable agreements.

3. Completion Date. Construction of the infrastructure for the Project will commence when the City issues any required permits (the “Commencement Date”) and will continue until the second anniversary of the Commencement Date (the “End Date”), unless the Project is completed before the End Date or the End Date is extended in writing by the Parties or as provided in this Agreement. Notwithstanding the foregoing, should KwiKom fail to certify prior to the End Date

that it is capable of providing internet services to all addresses in the Service Area due to factors beyond its reasonable control (i.e. Force Majeure), then the End Date will automatically be extended for a period of six (6) months.

4. Grant Funds. The City agrees to provide KwiKom financial support for the Project in the aggregate amount of one hundred fifty thousand dollars (\$150,000.00) (collectively, the “Grant Funds”). The Grant Funds will be paid by the City to KwiKom in three installments. The first installment in the amount of \$50,000.00 will be paid upon execution of this Agreement by the Parties. The second installment of \$50,000.00 will be paid when KwiKom certifies that it has completed 50% of the Project, which shall include restoration of the City’s Rights of Way for the 50% certified complete. The third installment of \$50,000.00 will be payable by the City on the End Date, which shall be the date that KwiKom certifies it has completed the Project, which shall include restoration of the City’s Rights of Way and that KwiKom is capable of providing internet/broadband services to all addresses in the Service Area as of the date of this Agreement, except for those addresses for which the provision of such services are not technically or economically feasible. KwiKom will provide City a list of such addresses with the explanation as to why services are not technically or economically feasible prior to completion of the Project. If KwiKom fails to certify that it has completed 50% of the Project by the first anniversary of the Effective Date, KwiKom may request a three (3) months extension to complete and certify it has completed 50% of the Project. If KwiKom is unable to certify completion of the Project by the End Date, it will repay the City within six (6) months after the End Date all Grant Funds then received under this Agreement. If KwiKom is required to repay Grant Funds to the City under this Agreement no interest shall be due provided repayment is timely made, and if not timely repaid then interest shall accrue on the amount due from and after the due date at ten percent (10%) per annum until paid.

5. Force Majeure. For purposes of this Agreement, the term “Force Majeure” means any event which is not within the reasonable control of the Party affected and with the exercise of due diligence could not reasonably be prevented, avoided or removed by such Party, which causes the Party claiming that an event of Force Majeure occurred to be delayed, in whole or in part, or unable, using commercially reasonable efforts, to partially or wholly perform its obligations under this Agreement (other than any obligation for the payment of money by the Party claiming Force Majeure); to include without limitation: an act of God, labor disturbance, act of the public enemy, war, terrorist act, insurrection, civil disturbance, sabotage, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, order, regulation or restriction imposed by a governmental authority or lawfully established civilian authorities, epidemic or pandemic, or any other cause beyond a Party's reasonable control. The burden of proof as to whether an event of Force Majeure has occurred, its duration and whether such event excuses a Party from performance under this Agreement shall be upon the Party claiming such event of Force Majeure.

If there is a Force Majeure event affecting a Party's ability to perform its obligations under this Agreement, the Party shall forthwith (and in any event no later than five (5) business days after it first becomes aware that an occurrence constitutes a Force Majeure event) notify the other Party in writing of the reasons why it believes the occurrence constitutes a Force Majeure event, identifying the nature of the event, its expected duration, and the particulars of the obligations affected by the event, and furnish to the other Party verbal reports with respect to the Force Majeure

event at such intervals as the other Party may reasonably request during the continuance of the Force Majeure event.

If there is a Force Majeure event affecting a Party's ability to perform its obligations under this Agreement, the Party shall be prompt and diligent in removing, if practicable, the cause of such inability to perform, but nothing in this Agreement shall be construed as permitting a Party to continue to fail to perform after said cause has been removed. For the avoidance of doubt, the Parties acknowledge that all deadlines for performance by a Party under this Agreement will automatically be extended during the period of any Force Majeure event affecting such Party.

6. Additional Conditions. KwiKom will install infrastructure capable of providing internet/broadband service of up to 1 GBPS. The initial plans offered by KwiKom shall include the following at a minimum:

(a) 100/100 MBPS plan for twenty-five dollars (\$25) per month for Affordable Connectivity Program (“ACP”) qualifying customers, as such eligibility may be determined from time to time by the Federal Communications Commission.

(b) 100/100 MBPS plan for fifty-five dollars (\$55) per month for non-ACP qualifying customers.

(c) 500/500 MBPS plan for seventy-five dollars (\$75) per month.

(d) 1/1 GBPS plan for eighty-five dollars (\$85) per month.

Customers who schedule installation within 30 days of the fiber network going “live,” or prior to such time period, will get free installation. Thereafter, installation shall be at a cost of a one-time ninety five dollars (\$95) fee. No equipment fees shall be charged to customers, excluding any equipment upgrades or supplemental items ordered by the customer. KwiKom will provide routers and replace the router if it fails due to no fault by the customer. The above pricing includes unlimited data. In addition, digital phone service will be offered by KwiKom for twenty-five dollars (\$25) per month with unlimited long-distance calling (USA only). KwiKom shall enter into an appropriate contract with residential customers, or provide service terms acknowledged in writing by the customer, setting forth the terms of their service. KwiKom shall provide a copy of the service terms to each participating customer.

Notwithstanding the foregoing, the amounts set forth above exclude applicable taxes and other governmental or regulatory fees, and KwiKom may adjust the pricing, speeds, and other features of its service offerings within the Service Area in response to market, cost, or other related considerations, but under no circumstances will the speeds be reduced below 50/50 MBPS.

7. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of the Parties

and their respective heirs, legal representatives, successors, assigns and transferees.

(b) This Agreement constitutes the entire understanding and agreement between the Parties relating to the subject matter hereof. All prior and contemporaneous agreements, representations, negotiations, and understandings of the Parties, oral or written, relating to the subject matter hereof are merged into and superseded by this Agreement. Any modification or amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any provisions, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit either Party to provide a waiver in the future except to the extent specifically set forth in writing, and no waiver shall be binding unless executed in writing by the Party making the waiver.

(c) If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision or provisions shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect the validity of the remaining portions hereof.

(d) This Agreement shall be interpreted and enforced according to, the Parties' rights and obligations governed by the law of the State of Kansas or applicable federal law, without regard to conflict of laws principles. This Agreement is the product of joint draftsmanship and nothing herein shall be construed against a drafting Party.

(e) This Agreement may be executed in one or more counterparts and all such counterparts together shall constitute a single instrument for the purpose of the effectiveness of this Agreement. Execution and delivery of this Agreement by exchange of electronic copies bearing the electronic signature of a party hereto shall constitute a valid and binding execution and delivery of this Agreement by such Party. Such electronic copies shall constitute enforceable original documents.

(f) Each person executing this Agreement on behalf of a Party warrants and represents that he or she has the full right, power, legal capacity and authority to execute this Agreement on behalf of such Party and has authority to bind such Party to the performance of its obligations under this Agreement without further approval or consent of any other person or entity.

(g) The City makes no representations or warranties regarding the suitability, condition, or fitness of the locations for the installation, maintenance, or use of fiber optic lines.

(h) The City's execution of this Agreement shall not abrogate, in any way, KwiKom's responsibility to comply with all permitting requirements and laws with respect to its performance of the activities contemplated under this Agreement.

(i) KwiKom shall defend, indemnify, and hold the City and its officers, board members, council members, commissioners, representatives, employees,

agents, and contractors harmless against any and all claims, lawsuits, judgments, costs, liens, losses, damages, fines, taxes, special charges, penalties, payments, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence or intentional misconduct of KwiKom, any agent, officer, director, representative, employee, affiliate, contractor, or subcontractor of KwiKom, or its respective officers, agents, employees, directors or representatives, while installing, repairing, operating, or maintaining the Project in the City's rights of way. KwiKom further releases City from any liability claims, demands, actions, and/or causes of action, whatsoever arising out of or related to any loss, damage, or injury (including death) that may be sustained by KwiKom or KwiKom's employees, agents, contractors, subcontractors, or invitees, while exercising the privileges granted by this Agreement and further, KwiKom agrees to hold City harmless from the same. However, the indemnity and release provided by this subsection does not apply to any liability resulting from the negligence or willful misconduct of the City, its officers, employees, contractors, or subcontractors.

(j) KwiKom shall obtain and maintain appropriate insurance such that reasonably anticipated personal injury or property damage claims will be sufficiently covered.

(k) KwiKom acknowledges and agrees that this Agreement is not a franchise agreement under K.S.A. 12-2001 et seq., nor is it a right of way agreement under K.S.A. 17-1902 or 12-753. In order to expedite the installation of the Project, the Parties agree to act in good faith in promptly negotiating a Right of Way Agreement which will include an appropriate and non-discriminatory annual fee of five percent (5%) of KwiKom's gross receipts in the Service Area.

[signature page follows]

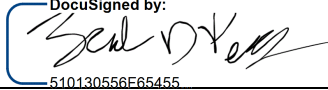
IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties have approved this Agreement effective the date first above written.

CITY OF INDEPENDENCE, KANSAS

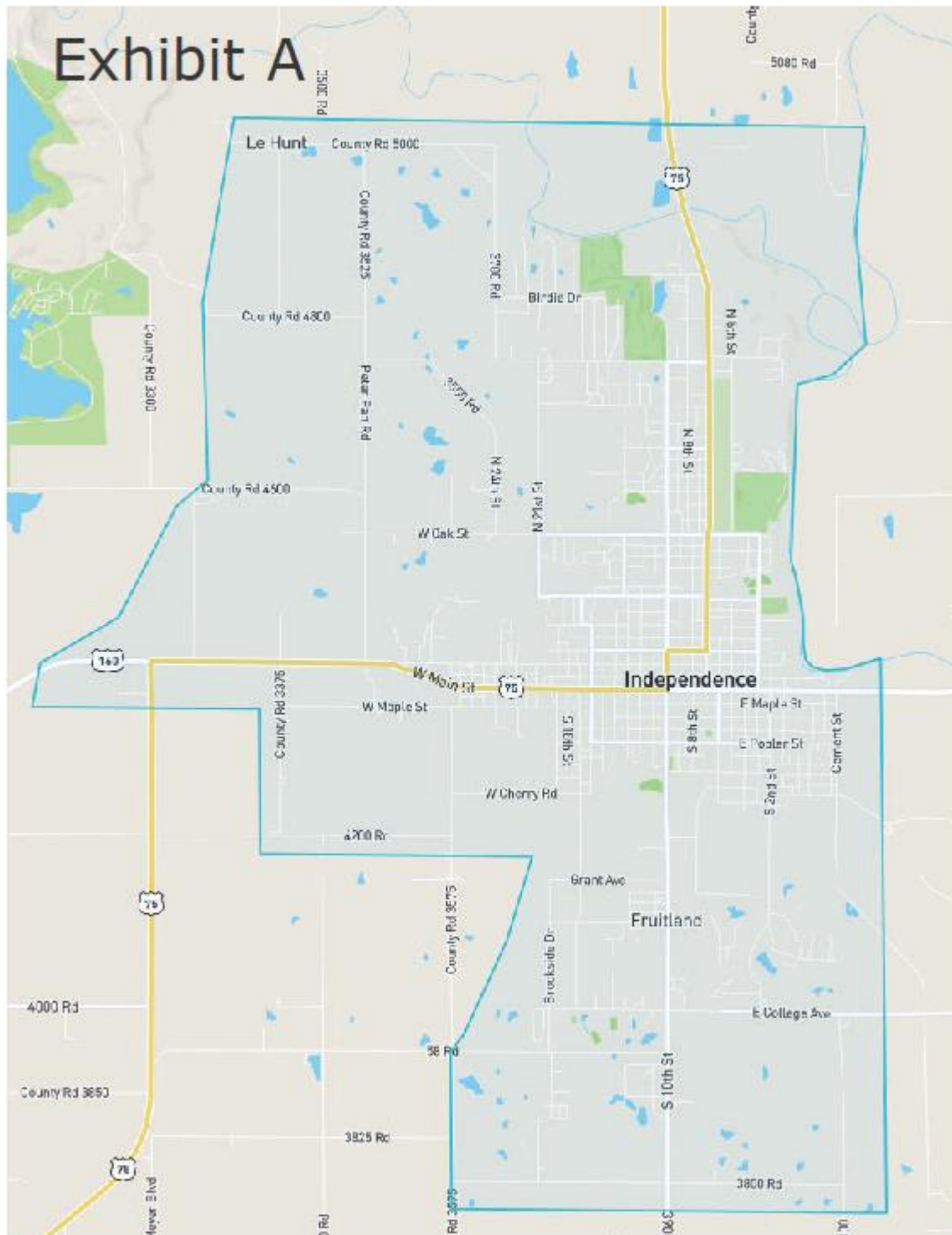
By: _____
Name: Louis Ysusi
Title: Mayor

ATTEST: _____

JMZ CORPORATION, a Kansas corporation doing business as KwiKom Communications

By:  _____
Name: Zachery D. Peres
Title: President

City Clerk





REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
December 28, 2023

Department Police

Director Approval Jerry Harrison

AGENDA ITEM Consider Purchase of Car Camera solution with Axon Enterprise

SUMMARY RECOMMENDATION Approve the purchase of Axon Fleet 3 Car Camera Systems

BACKGROUND IPD is purchasing several products in the Axon ecosystem that integrate to enhance the capabilities of IPD and to improve public safety and documentation of evidence. These car cameras integrate into the Axon systems IPD is purchasing. IPD's current camera system is obsolete and does not connect to any other systems in service. It is a stand alone system requiring servers on site.

Axon Fleet 3 Car Cameras have built in automated license plate reader technology (ALPR). The feature is optional. The Flock Safety camera stationary ALPR camera system, Axon Fleet 3, and Axon Body 4 cameras are all integrated on one evidence platform. The platform has an audit trail that tracks each user's activity.

FINANCIAL INFORMATION These Public Safety Solution investments are made possible through the City's FY23 COPS Technology and Equipment Program (Congressionally Directed Spending) grant awarded earlier this year. Implementation costs as well as year one and year two annual costs are covered under this program. Beginning in 2026, annual reoccurring expenses will be a regularly budgeted annual expense. Estimated annual expenses are \$11,342.15. \$2,724 in current subscription costs will be dropped.

Axon Fleet 3: Initial costs of \$24,129.00, which include implementation and year one annual expenses, plus year two expenses of approximately \$11,342.15.

SUGGESTED MOTION I move to approve the Axon Fleet 3 car cameras presented and to authorize city staff to execute necessary documentation.

SUPPORTING DOCUMENTS

1. Fleet 3 quote



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-455212-45267.921TC

Issued: 12/07/2023

Quote Expiration: 12/29/2023

Estimated Contract Start Date: 02/01/2024

Account Number: 129039

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Independence Police Department 811 W Laurel St Independence, KS 67301-3201 USA	Independence Police Department - KS 811 W Laurel St Independence KS 67301-3201 USA Email:	Travis Cole Phone: (480) 463-2200 Email: tcole@axon.com Fax: 480-463-2200	Jerry Harrison Phone: (620) 332-1700 Email: jerryh@independenceks.gov Fax: (620) 332-1703

Quote Summary

Program Length	60 Months
TOTAL COST	\$69,497.60
ESTIMATED TOTAL W/ TAX	\$69,497.60

Discount Summary

Average Savings Per Year	\$4,307.26
TOTAL SAVINGS	\$21,536.30

Payment Summary

Date	Subtotal	Tax	Total
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Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	\$24,129.00	\$0.00	\$24,129.00
Jan 2025	\$11,342.15	\$0.00	\$11,342.15
Jan 2026	\$11,342.15	\$0.00	\$11,342.15
Jan 2027	\$11,342.15	\$0.00	\$11,342.15
Jan 2028	\$11,342.15	\$0.00	\$11,342.15
Total	\$69,497.60	\$0.00	\$69,497.60

Quote List Price:
Quote Subtotal:

\$91,033.90
\$69,497.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
Fleet 3 Advanced								
72048	FLEET SIM INSERTION, ATT		5	\$15.00	\$12.58	\$62.90	\$0.00	\$62.90
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL		5	\$249.00	\$208.89	\$1,044.45	\$0.00	\$1,044.45
70112	AXON SIGNAL UNIT		5	\$279.00	\$234.06	\$1,170.30	\$0.00	\$1,170.30
80402	RESPOND DEVICE LICENSE - FLEET 3	60m	5	\$976.20	\$818.96	\$4,094.80	\$0.00	\$4,094.80
72036	FLEET 3 STANDARD 2 CAMERA KIT		5	\$2,695.00	\$886.23	\$4,431.15	\$0.00	\$4,431.15
80400	FLEET, VEHICLE LICENSE	60m	5	\$1,302.00	\$1,092.29	\$5,461.45	\$0.00	\$5,461.45
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD		5	\$1,449.00	\$1,215.61	\$6,078.05	\$0.00	\$6,078.05
73391	FLEET 3 DEPLOYMENT (PER VEHICLE)		5	\$1,600.00	\$1,342.29	\$6,711.45	\$0.00	\$6,711.45
80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	60m	10	\$1,106.40	\$928.19	\$9,281.90	\$0.00	\$9,281.90
72040	FLEET REFRESH, 2 CAMERA KIT		5	\$3,058.00	\$2,565.45	\$12,827.25	\$0.00	\$12,827.25
80401	FLEET 3, ALPR LICENSE, 1 CAMERA	60m	5	\$3,840.60	\$3,221.99	\$16,109.95	\$0.00	\$16,109.95
80379	EXT WARRANTY, AXON SIGNAL UNIT	49m	5	\$62.72	\$52.62	\$263.10	\$0.00	\$263.10
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	49m	5	\$467.46	\$392.17	\$1,960.85	\$0.00	\$1,960.85
Total						\$69,497.60	\$0.00	\$69,497.60

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	5	01/01/2024
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	5	01/01/2024
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	5	01/01/2024
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	5	01/01/2024
Fleet 3 Advanced	72048	FLEET SIM INSERTION, ATT	5	01/01/2024
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	5	01/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	5	02/01/2024	01/31/2029
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	5	02/01/2024	01/31/2029
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	5	02/01/2024	01/31/2029
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	10	02/01/2024	01/31/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	5

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	5	01/01/2025	01/31/2029
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	5	01/01/2025	01/31/2029

Payment Details

Jan 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	5	\$6,078.05	\$0.00	\$6,078.05
Year 1	70112	AXON SIGNAL UNIT	5	\$1,170.30	\$0.00	\$1,170.30
Year 1	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	5	\$1,044.45	\$0.00	\$1,044.45
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	5	\$4,431.15	\$0.00	\$4,431.15
Year 1	72040	FLEET REFRESH, 2 CAMERA KIT	5	\$2,565.45	\$0.00	\$2,565.45
Year 1	72048	FLEET SIM INSERTION, ATT	5	\$62.90	\$0.00	\$62.90
Year 1	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	5	\$1,342.29	\$0.00	\$1,342.29
Year 1	80379	EXT WARRANTY, AXON SIGNAL UNIT	5	\$52.62	\$0.00	\$52.62
Year 1	80400	FLEET, VEHICLE LICENSE	5	\$1,092.29	\$0.00	\$1,092.29
Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	5	\$3,221.99	\$0.00	\$3,221.99
Year 1	80402	RESPOND DEVICE LICENSE - FLEET 3	5	\$818.96	\$0.00	\$818.96
Year 1	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	10	\$1,856.38	\$0.00	\$1,856.38
Year 1	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	5	\$392.17	\$0.00	\$392.17
Total				\$24,129.00	\$0.00	\$24,129.00

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	72040	FLEET REFRESH, 2 CAMERA KIT	5	\$2,565.45	\$0.00	\$2,565.45
Year 2	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	5	\$1,342.29	\$0.00	\$1,342.29
Year 2	80379	EXT WARRANTY, AXON SIGNAL UNIT	5	\$52.62	\$0.00	\$52.62
Year 2	80400	FLEET, VEHICLE LICENSE	5	\$1,092.29	\$0.00	\$1,092.29
Year 2	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	5	\$3,221.99	\$0.00	\$3,221.99
Year 2	80402	RESPOND DEVICE LICENSE - FLEET 3	5	\$818.96	\$0.00	\$818.96
Year 2	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	10	\$1,856.38	\$0.00	\$1,856.38
Year 2	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	5	\$392.17	\$0.00	\$392.17
Total				\$11,342.15	\$0.00	\$11,342.15

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	72040	FLEET REFRESH, 2 CAMERA KIT	5	\$2,565.45	\$0.00	\$2,565.45
Year 3	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	5	\$1,342.29	\$0.00	\$1,342.29
Year 3	80379	EXT WARRANTY, AXON SIGNAL UNIT	5	\$52.62	\$0.00	\$52.62
Year 3	80400	FLEET, VEHICLE LICENSE	5	\$1,092.29	\$0.00	\$1,092.29
Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	5	\$3,221.99	\$0.00	\$3,221.99
Year 3	80402	RESPOND DEVICE LICENSE - FLEET 3	5	\$818.96	\$0.00	\$818.96
Year 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	10	\$1,856.38	\$0.00	\$1,856.38
Year 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	5	\$392.17	\$0.00	\$392.17
Total				\$11,342.15	\$0.00	\$11,342.15

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	72040	FLEET REFRESH, 2 CAMERA KIT	5	\$2,565.45	\$0.00	\$2,565.45
Year 4	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	5	\$1,342.29	\$0.00	\$1,342.29
Year 4	80379	EXT WARRANTY, AXON SIGNAL UNIT	5	\$52.62	\$0.00	\$52.62
Year 4	80400	FLEET, VEHICLE LICENSE	5	\$1,092.29	\$0.00	\$1,092.29
Year 4	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	5	\$3,221.99	\$0.00	\$3,221.99
Year 4	80402	RESPOND DEVICE LICENSE - FLEET 3	5	\$818.96	\$0.00	\$818.96
Year 4	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	10	\$1,856.38	\$0.00	\$1,856.38
Year 4	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	5	\$392.17	\$0.00	\$392.17
Total				\$11,342.15	\$0.00	\$11,342.15

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	72040	FLEET REFRESH, 2 CAMERA KIT	5	\$2,565.45	\$0.00	\$2,565.45
Year 5	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	5	\$1,342.29	\$0.00	\$1,342.29
Year 5	80379	EXT WARRANTY, AXON SIGNAL UNIT	5	\$52.62	\$0.00	\$52.62
Year 5	80400	FLEET, VEHICLE LICENSE	5	\$1,092.29	\$0.00	\$1,092.29
Year 5	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	5	\$3,221.99	\$0.00	\$3,221.99
Year 5	80402	RESPOND DEVICE LICENSE - FLEET 3	5	\$818.96	\$0.00	\$818.96
Year 5	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	10	\$1,856.38	\$0.00	\$1,856.38
Year 5	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	5	\$392.17	\$0.00	\$392.17
Total				\$11,342.15	\$0.00	\$11,342.15

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

12/7/2023





REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
December 28, 2023

Department Police

Director Approval Jerry Harrison

AGENDA ITEM Consider purchase of body worn cameras with Axon Enterprise.

SUMMARY RECOMMENDATION Approve the purchase of Axon Body 4 Body Worn Camera Systems

BACKGROUND IPD is purchasing several products in the Axon ecosystem that integrate to enhance the capabilities of IPD and to improve the public safety and documentation of evidence. These body worn cameras integrate into the Axon systems IPD is purchasing. Our current body worn camera systems is obsolete and has been bought out and discontinued. The cameras do not connect with any other systems in service. The body worn system is a stand alone system requiring servers on site.

FINANCIAL INFORMATION These Public Safety Solution investments are made possible through the City's FY23 COPS Technology and Equipment Program (Congressionally Directed Spending) grant awarded earlier this year. Implementation costs as well as year one and year two annual costs are covered under this program. Beginning in 2026, annual reoccurring expenses will be a regularly budgeted annual expense. Estimated annual expenses are \$21,103.23. This program replaces \$5,000 in current costs plus the future expense of servers.

Axon Body 4: Initial costs of \$32,936.05, which include implementation and year one annual expenses, plus year two expenses of approximately \$21,103.23.

SUGGESTED MOTION I move to approve the Axon Body 4 body worn cameras presented and to authorize city staff to execute necessary documentation

SUPPORTING DOCUMENTS

1. Axon Body 4 Quote



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-471755-45267.917TC

Issued: 12/07/2023

Quote Expiration: 12/29/2023

Estimated Contract Start Date: 02/01/2024

Account Number: 129039

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Independence Police Department 811 W Laurel St Independence, KS 67301-3201 USA	Independence Police Department - KS 811 W Laurel St Independence KS 67301-3201 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Travis Cole Phone: (480) 463-2200 Email: tcole@axon.com Fax: 480-463-2200	Jerry Harrison Phone: (620) 332-1700 Email: jerryh@independenceks.gov Fax: (620) 332-1703

Quote Summary

Program Length	60 Months
TOTAL COST	\$117,348.97
ESTIMATED TOTAL W/ TAX	\$117,348.97

Discount Summary

Average Savings Per Year	\$4,324.49
TOTAL SAVINGS	\$21,622.43

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	\$32,936.05	\$0.00	\$32,936.05
Jan 2025	\$21,103.23	\$0.00	\$21,103.23
Jan 2026	\$21,103.23	\$0.00	\$21,103.23
Jan 2027	\$21,103.23	\$0.00	\$21,103.23
Jan 2028	\$21,103.23	\$0.00	\$21,103.23
Total	\$117,348.97	\$0.00	\$117,348.97

Quote Unbundled Price:	\$138,971.40
Quote List Price:	\$130,711.80
Quote Subtotal:	\$117,348.97

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	60	\$70.49	\$34.66	\$34.66	\$4,159.20	\$0.00	\$4,159.20
BWCamTAP	Body Worn Camera TAP Bundle	20	60	\$35.80	\$32.50	\$32.50	\$39,000.00	\$0.00	\$39,000.00
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	2	60		\$1,638.90	\$27.32	\$3,277.80	\$0.00	\$3,277.80
H00001	AB4 Camera Bundle	20	60		\$849.00	\$5.82	\$6,980.00	\$0.00	\$6,980.00
A la Carte Software									
73449	RESPOND DEVICE LICENSE	20	60		\$5.42	\$5.42	\$6,504.00	\$0.00	\$6,504.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	20	60		\$26.04	\$26.04	\$31,248.00	\$0.00	\$31,248.00
BasicLicense	Basic License Bundle	20	60		\$16.87	\$14.17	\$17,000.00	\$0.00	\$17,000.00
ProLicense	Pro License Bundle	3	60		\$42.91	\$42.25	\$7,604.97	\$0.00	\$7,604.97
A la Carte Services									
80146	VIRTUAL BODYCAM STARTER	1			\$1,575.00	\$1,575.00	\$1,575.00	\$0.00	\$1,575.00
Total							\$117,348.97	\$0.00	\$117,348.97

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	20	01/01/2024
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	22	01/01/2024
AB4 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	22	01/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	2	01/01/2024
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	01/01/2024
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	01/01/2024
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	07/01/2026
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	20	07/01/2026
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	01/01/2029
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	20	01/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	20	02/01/2024	01/31/2029
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	20	02/01/2024	01/31/2029
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	9	02/01/2024	01/31/2029
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	3	02/01/2024	01/31/2029
A la Carte	73449	RESPOND DEVICE LICENSE	20	02/01/2024	01/31/2029
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	20	02/01/2024	01/31/2029

Services

Bundle	Item	Description	QTY
A la Carte	80146	VIRTUAL BODYCAM STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	20	02/01/2024	01/31/2029
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	01/01/2025	01/31/2029

Payment Details

Jan 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73449	RESPOND DEVICE LICENSE	20	\$1,300.80	\$0.00	\$1,300.80
Year 1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	20	\$6,249.62	\$0.00	\$6,249.62
Year 1	BasicLicense	Basic License Bundle	20	\$3,400.00	\$0.00	\$3,400.00
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$831.84	\$0.00	\$831.84
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,800.00	\$0.00	\$7,800.00
Year 1	ProLicense	Pro License Bundle	3	\$1,520.99	\$0.00	\$1,520.99
Year 1 - Hardware	80146	VIRTUAL BODYCAM STARTER	1	\$1,575.00	\$0.00	\$1,575.00
Year 1 - Hardware	H00001	AB4 Camera Bundle	20	\$6,980.00	\$0.00	\$6,980.00
Year 1 - Hardware	H00002	AB4 Multi Bay Dock Bundle	2	\$3,277.80	\$0.00	\$3,277.80
Total				\$32,936.05	\$0.00	\$32,936.05

Feb 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	20	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73449	RESPOND DEVICE LICENSE	20	\$1,300.80	\$0.00	\$1,300.80
Year 2	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	20	\$6,249.60	\$0.00	\$6,249.60
Year 2	BasicLicense	Basic License Bundle	20	\$3,400.00	\$0.00	\$3,400.00
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$831.84	\$0.00	\$831.84
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,800.00	\$0.00	\$7,800.00
Year 2	ProLicense	Pro License Bundle	3	\$1,520.99	\$0.00	\$1,520.99
Total				\$21,103.23	\$0.00	\$21,103.23

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73449	RESPOND DEVICE LICENSE	20	\$1,300.80	\$0.00	\$1,300.80
Year 3	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	20	\$6,249.60	\$0.00	\$6,249.60
Year 3	BasicLicense	Basic License Bundle	20	\$3,400.00	\$0.00	\$3,400.00
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$831.84	\$0.00	\$831.84
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,800.00	\$0.00	\$7,800.00
Year 3	ProLicense	Pro License Bundle	3	\$1,520.99	\$0.00	\$1,520.99
Total				\$21,103.23	\$0.00	\$21,103.23

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73449	RESPOND DEVICE LICENSE	20	\$1,300.80	\$0.00	\$1,300.80
Year 4	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	20	\$6,249.60	\$0.00	\$6,249.60

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	BasicLicense	Basic License Bundle	20	\$3,400.00	\$0.00	\$3,400.00
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$831.84	\$0.00	\$831.84
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,800.00	\$0.00	\$7,800.00
Year 4	ProLicense	Pro License Bundle	3	\$1,520.99	\$0.00	\$1,520.99
Total				\$21,103.23	\$0.00	\$21,103.23

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73449	RESPOND DEVICE LICENSE	20	\$1,300.80	\$0.00	\$1,300.80
Year 5	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	20	\$6,249.60	\$0.00	\$6,249.60
Year 5	BasicLicense	Basic License Bundle	20	\$3,400.00	\$0.00	\$3,400.00
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$831.84	\$0.00	\$831.84
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,800.00	\$0.00	\$7,800.00
Year 5	ProLicense	Pro License Bundle	3	\$1,520.99	\$0.00	\$1,520.99
Total				\$21,103.23	\$0.00	\$21,103.23

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

12/7/2023





**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
December 28, 2023**

Department Police

Director Approval Jerry Harrison

AGENDA ITEM Consider Purchase of Flock Safety Automated License Plate Readers.

SUMMARY RECOMMENDATION Approve the purchase of Flock Safety Automated License Plate Reader System

BACKGROUND IPD is purchasing several products in the Axon ecosystem that integrate to enhance the capabilities of IPD and to improve public safety and documentation of evidence. These Flock Safety Automated License Plate Reader (ALPR) cameras integrate into the Axon systems IPD is purchasing. IPD does not have this technology but Parsons, Cherryvale, Caney, Coffeyville, and Montgomery County have all partnered to design a regional network of interoperable ALPR cameras. IPD is the last agency to collaborate due to a delay in grant funding. All participating agencies have partnered and agreed to share information to improve public safety and police response to crime.

The Flock Safety camera stationary ALPR camera system, Axon Fleet 3, and Axon Body 4 cameras are all integrated on one evidence platform. The platform has an audit trail that tracks each user's activity.

FINANCIAL INFORMATION These Public Safety Solution investments are made possible through the City's FY23 COPS Technology and Equipment Program (Congressionally Directed Spending) grant awarded earlier this year. Implementation costs as well as year one and year two annual costs are covered under this program. This is a two-year contract. Beginning in 2026, annual reoccurring expenses will be a regularly budgeted annual expense. Estimated annual expenses are \$15,000.

SUGGESTED MOTION I move to approve the Flock Safety ALPR cameras presented and to authorize city staff to execute necessary documentation.

SUPPORTING DOCUMENTS

1. Flock Safety ALPR Network Contract

Flock Safety + KS - Independence PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jim Fink
jim.fink@flocksafety.com
7202339573

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features	
Simplified Search	Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include: • Vehicle make • Body type • Color • License plates ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition • Decals • Bumper stickers • Back racks • Top racks
National and Local Sharing	Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases: <i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REJIS</i> <i>CCIC</i> <i>FBI</i>
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
Fixed, infrastructure-free LPR camera designed for permanent placement. √ 1 Standard LPR Camera √ Unlimited LTE data service + Flock OS platform licenses √ 1 DOT breakaway pole √ Dual solar panels √ Permitting, installation, and ongoing maintenance	Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs. √ 1 LPR Camera √ Unlimited LTE data service + software licenses √ 1 portable mount with varying-sized band clamps √ 1 Charger for internal battery √ 1 hardshell carrying case	Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates. √ 1 Long-Range LPR Camera √ Computing device in protective poly case √ AC Power √ Permitting, installation, and ongoing maintenance

Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. <i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i>
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.



EXHIBIT A
ORDER FORM

Customer: KS - Independence PD
Legal Entity Name: KS - Independence PD
Accounts Payable Email: jerryh@independenceks.gov
Address: 811 W Laurel Independence, Kansas 67301

Initial Term: 24 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Total Contract Billed at Signing
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$15,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	5	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	\$1,250.00	2	\$2,500.00
Professional Services - Standard Implementation Fee	\$650.00	3	\$1,950.00
Estimated Tax:			\$0.00
Contract Total:			\$34,450.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Total Contract Due at Signing	\$34,450.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: KS - Independence PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 30 day of November 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“**Service Suspension**”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and

withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWENTY FOUR (24) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS

LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
December 28, 2023**

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider adopting a resolution for a conditional use permit for "Storage and warehousing of household goods" and "Storage and warehousing of nonhazardous products" in a C-2, commercial services district at 1635 West Main Street.

SUMMARY RECOMMENDATION Adopt a resolution.

BACKGROUND The Planning Commission recommends the Commission adopt a resolution for a conditional use permit for "Storage and warehousing of household goods" and "Storage and warehousing of nonhazardous products" in a C-2, commercial services district at 1635 West Main Street.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to adopt a resolution for a conditional use permit for "Storage and warehousing of household goods" and "Storage and warehousing of nonhazardous products" in a C-2, commercial services district at 1635 West Main Street.

SUPPORTING DOCUMENTS

1. RESOLUTION 2023-068 - CUP - 1635 W Main
2. 12/14/2023 Staff Report to Planning Commission

RESOLUTION NO. 2023-068

**A RESOLUTION AUTHORIZING A CONDITIONAL USE PERMIT FOR
“STORAGE AND WAREHOUSING OF HOUSEHOLD GOODS” AND
“STORAGE AND WAREHOUSING OF NONHAZARDOUS PRODUCTS” AT
1635 W. MAIN STREET.**

WHEREAS, at a public hearing conducted on December 12, 2023, the Independence Planning and Zoning Commission voted to approve a request for a conditional use permit for “Storage and Warehousing of Household Goods” and “Storage and Warehousing of Nonhazardous Products” at 1635 W. Main Street.

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

The recommendation of the Independence Planning & Zoning Commission to issue a conditional use permit for “Storage and Warehousing of Household Goods” and “Storage and Warehousing of Nonhazardous Products” at 1635 W. Main Street, is approved as hereinafter modified.

The property in question has the legal description as described:
Lot 3, Except the North 25 feet thereof, Dossville Addition No. 2 and Beginning at a point 25 feet South of the Northeast corner of Lot 3, Dossville Addition No. 2, thence South to the Southeast corner of said Lot 3, thence East 25 feet, thence North to a point 25 feet South and 25 feet East of the Northeast corner of said Lot 3, thence West to the point of beginning, All in the City of Independence, Montgomery County, Kansas.

The applicant must meet the following conditions:

1. The conditional use permit is not transferable to another location.
2. Off-street parking, loading areas, and entrance and exit drives must be installed per code and properly maintained.
3. Drainage shall be designed to a minimum ten-year storm event and properly maintained.
4. The property shall be kept free of debris and trash.
5. Any additional exterior lighting on site will need to be approved by City staff.

6. The property owner must ensure the property is in compliance and remains in compliance with the City code.

Any non-conformance with any of the above conditions may result in revocation of the conditional use permit upon reasonable notice and opportunity to cure by the applicant.

Adopted and approved by the Governing Body of the City of Independence, Kansas, on this 28th day of December, 2023.

(Attest)

Louis Ysusi, Mayor

David Schwenker, City Clerk



REQUEST FOR PLANNING COMMISSION ACTION CONDITIONAL USE PERMIT CITY OF INDEPENDENCE DECEMBER 12, 2023

Department Admin

Prepared By Lydia Collins

AGENDA ITEM Public Hearing to receive comments on a request for a conditional use permit for "Storage and warehousing of household goods" and "Storage and warehousing of nonhazardous products" in a C-2, commercial services district at 1635 West Main Street.

SUMMARY RECOMMENDATION Approve conditional use permit.

BACKGROUND Toby Lawless wants to build new mini storage units at 1635 West Main Street. This is allowed in a C-2, commercial services district with a conditional use permit.

		Permitted Zoning District												
Land Use Category	Code	A-1	R-1	R-2	R-3	R-4	R-5	O/P	C-1	C-2	C-3	C-4	M-1	M-2
Storage and warehousing of household goods	6375									C		C	P	P
Storage and warehousing of nonhazardous products	6376									C		C	P	P

POLICY EXPLANATION 901.0. - Purpose and authority.

901.1. Purpose: Conditional uses are those types of uses which are considered by the city to be essentially desirable, necessary, or convenient to the community but which by their nature or operation have (1) a tendency to generate excessive traffic, (2) a potential for attracting a large number of persons to the area of the use, thus creating noise or other pollutants, (3) a detrimental effect upon the value of or potential development of other properties in the neighborhood, or (4) an extraordinary potential for accidents or danger to the public health or safety. Such conditional uses cannot be allowed to locate as a "right" on any parcel of land within certain districts without consideration of existing conditions at the proposed location and of properties neighboring upon the specific site considered, nor without adequate and sufficient safeguards, when necessary, to lessen the impact of adverse factors.

901.2. Authority to grant permits: The governing body shall have the authority to grant conditional use permits, subject to such conditions of design and operation safeguards and time limitations as it may determine for all conditional uses specified in appendix "A" of this ordinance and for all permitted uses for which the planning and zoning commission has found that by their nature or in their operation have characteristics listed in clauses (1), (2), (3) and (4) of section 901.1 of this article, **provided, however, that said conditional use permits for permitted uses shall not establish standards or conditions that are less restrictive than those set out in the district regulations for the district in which said use is located.**

(Ord. No. 3863, § 1, 12-20-01)

902.0. - Processing procedure.

902.1. Application of conditional use permit: Application for conditional uses, as designated in appendix "A" of this ordinance shall be on forms obtained from the city clerk's office. The application shall be filed with the zoning administrator at least 30 days prior to the regular city planning and zoning commission meeting at which the proposed conditional use will be considered. As determined by the zoning administrator, the application shall include any or all of the following items deemed relevant by the zoning administrator, plus any other information or materials not listed below which the zoning administrator deems relevant:

- a. Statement of intended use of the property.

- b. Site plan, drawn at appropriate scale, showing existing and proposed building location, parking areas, interior drives, and location and type of outdoor lighting.
- c. Existing and proposed topography, drawn at appropriate contour intervals as specified by the zoning administrator.
- d. Location of, and proposed connections to, existing water supply and sanitary sewer systems.
- e. Description of architecture and exterior materials to be utilized.
- f. Names of the landowner, developer and firm preparing the plan.
- g. Legal description of the tract.
- h. North point, scale and date.

The Planning Commission has the authority to place additional conditions on the site that they deem necessary to protect the best interests of the City, the surrounding property and to achieve the objectives of the ordinance.

In considering those types of uses which may be desirable, necessary or convenient to the community, the Commission should review and make recommendations based in part on 901.1.

Additionally, the decision of the Planning Commission to recommend approval or denial of the proposed conditional use shall be based on the following criteria (902.2):

- a. The proposed conditional use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations and use limitation.
- b. The proposed conditional use at the specified location will contribute to and promote the welfare or convenience of the public.
- c. The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.
- d. The location and size of the conditional use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the conditional use will not dominate the immediate use of the neighboring property in accordance with the applicable zoning district regulations. In determining whether the conditional use will so dominate the immediate neighborhood, consideration shall be given to:
 - 1. The location, nature and height of buildings, structures, walls and fences on the site, and
 - 2. The nature and extent of landscaping and screening on the site.
- e. Off-street parking and loading areas will be provided in accordance with the standards set forth in these regulations (article VII).
- f. Adequate utility, drainage, and other such necessary facilities have been or will be provided.
- g. Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.

ACTION BY THE PLANNING COMMISSION Any recommendations regarding a conditional use permit for the subject properties shall be based on Section 902.2 previously outlined in this report. After considering any public comments, the Planning Commission may either approve or deny the requests. Following your action, the application and your recommendation will be forwarded to the City Commission, at which time they will have 30 days to adopt, modify or deny the Planning Commission's recommendation.

STAFF RECOMMENDATION Staff recommends approving the conditional use permit for "Storage and warehousing of household goods" and "Storage and warehousing of nonhazardous products" in a C-2, commercial services district at 1635 West Main Street.

SUGGESTED MOTION I move to recommend the City Commission approve the conditional use permit for

"Storage and warehousing of household goods" and "Storage and warehousing of nonhazardous products" in a C-2, commercial services district at 1635 West Main Street with the following conditions:

1. The conditional use permit is not transferable to another location.
2. Off-street parking, loading areas, and entrance and exit drives must be installed per code and properly maintained.
3. Drainage shall be designed to a minimum ten-year storm event and properly maintained.
4. The property shall be kept free of debris and trash.
5. Any additional exterior lighting on site will need to be approved by City staff.
6. The property owner must ensure the property is in compliance and remains in compliance with the City code.

Any non-conformance with any of the above conditions may result in revocation of the conditional use permit upon reasonable notice and opportunity to cure by the applicant.

SUPPORTING DOCUMENTS

1. Public Notice CUP 1635 W Main Storage Units
2. CUP Application and Receipt 1635 W Main
3. 1635 W Main Plans and Specs
4. 1635 W Main 200 foot Notification Addresses
5. 1635 W Main 200 Foot Notification Picture

City of Independence, Kansas

NOTICE TO THE PUBLIC

The Independence, Kansas, Planning Commission will conduct a public hearing on:

Tuesday, December 12, 2023 at 5:30 p.m.

To receive comments on a request for a conditional use permit for “Storage and warehousing of household goods” and “Storage and warehousing of nonhazardous products” in a C-2, commercial services district at 1635 West Main Street.

Legal Description:

Acres 0.59, Lt 3; & Beg NE Cor Lt 3 E 25’ S 199.9’ W 25’ N To POB, Dossville Add No 2 to the City of Independence, Montgomery County, Kansas.

Common Address:

1635 West Main Street

Applicant/Owners:

Toby Lawless
TNA Properties, LLC

Case Number:

2023/CUP/08

The hearing will be conducted in the Veteran’s Room, 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 11-8-23
\$200 FEE PAID 11-8-23

NAME AND ADDRESS OF PERSON MAKING APPLICATION:
Toby Lawless 4647 CR 1300 Elk City, KS c/o TNA Properties, LLC

LEGAL DESCRIPTION OF LAND INVOLVED:
DOSSVILLE ADD NO 2, S36, T32, R15, ACRES 0.59, LT 3; & BEG NE COR LT 3 E 25' S 199.9' W 25' N TO POB;
Lot Width: 145.8 Lot Depth: 174.9 Plat Book/Page 5 /93 Deed Book/Page 724 /360 540 /190 502 /356 310 /212

COMMON ADDRESS OF SAID LAND:
1635 W. Main St Independence, KS 67301

PRESENT ZONING CLASSIFICATION: C2

STATEMENT OF INTENDED USE OF PROPERTY:
New construction mini storage units

DESCRIPTION OF ARCHITECTURE & EXTERIOR MATERIAL TO BE USED:
Frame built with painted rib metal exterior

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.

11/7/2023
Date

Toby Lawless
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

CITY OF INDEPENDENCE

REC#: 01253933 11/08/2023 8:17 AM
OPER: JESS TERM: 001
REF#:

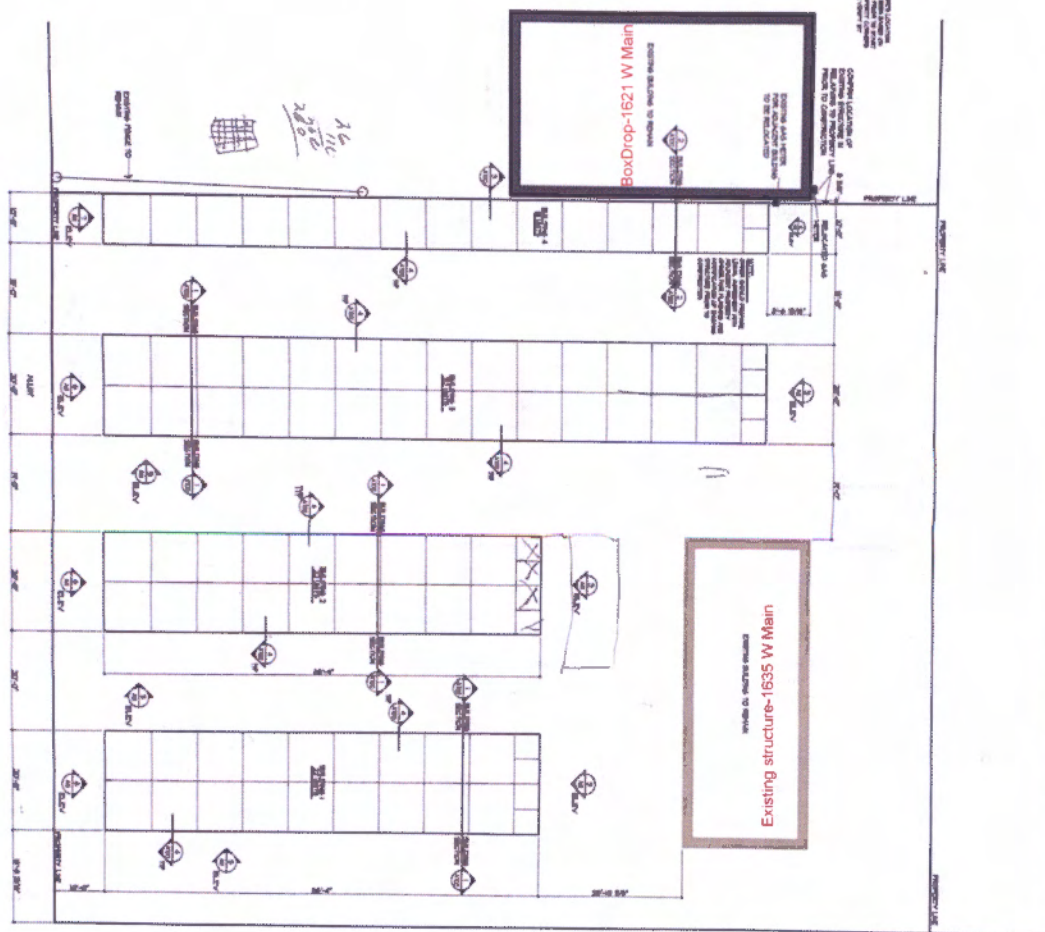
TRAN: 1.9000 PLANNING AND ZONING
1635 W MAIN
CONDITIONAL USE PER 200.00CR

TENDERED: 200.00 CHECK
APPLIED: 200.00-

CHANGE: 0.00

SITE PLAN

Scale: 1" = 10'



sheet
A010
1 of 6

**Architectural
collaboration**
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620-331-7810
Independence, Kansas
67301

project: 130
**NEW STORAGE UNITS
WEST MAIN AND SOUTH 22ND STREET
INDEPENDENCE, KANSAS**

Index of drawings

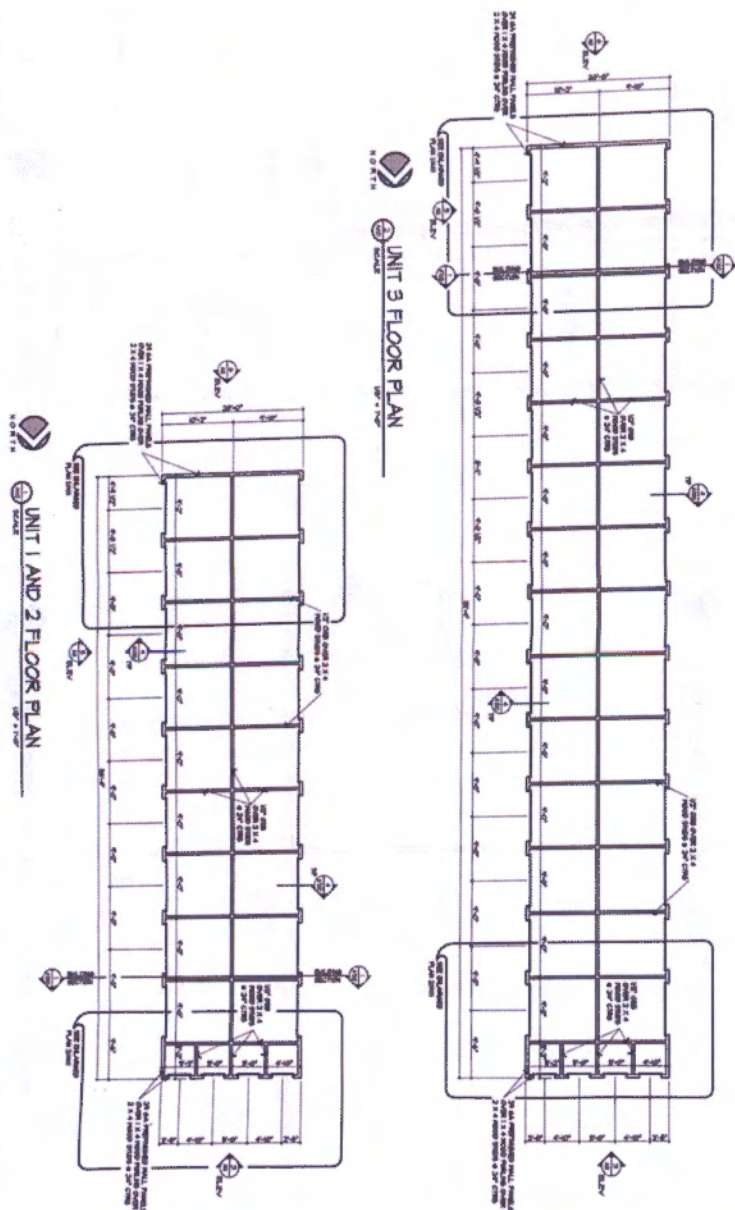
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2	PLAN - 16-16
3	PLAN - 16-16



Typical Note here

Sheet 1001 here

Notes:
1. All work shall be in accordance with the latest edition of the Kansas Building Code.
2. All work shall be in accordance with the latest edition of the Kansas Electrical Code.
3. All work shall be in accordance with the latest edition of the Kansas Mechanical Code.
4. All work shall be in accordance with the latest edition of the Kansas Fire Code.
5. All work shall be in accordance with the latest edition of the Kansas Health Code.
6. All work shall be in accordance with the latest edition of the Kansas Safety Code.
7. All work shall be in accordance with the latest edition of the Kansas Environmental Code.
8. All work shall be in accordance with the latest edition of the Kansas Transportation Code.
9. All work shall be in accordance with the latest edition of the Kansas Agriculture Code.
10. All work shall be in accordance with the latest edition of the Kansas Forestry Code.
11. All work shall be in accordance with the latest edition of the Kansas Mining Code.
12. All work shall be in accordance with the latest edition of the Kansas Public Works Code.
13. All work shall be in accordance with the latest edition of the Kansas Social Services Code.
14. All work shall be in accordance with the latest edition of the Kansas Health Services Code.
15. All work shall be in accordance with the latest edition of the Kansas Education Code.
16. All work shall be in accordance with the latest edition of the Kansas Cultural Resources Code.
17. All work shall be in accordance with the latest edition of the Kansas Historic Preservation Code.
18. All work shall be in accordance with the latest edition of the Kansas Archaeology Code.
19. All work shall be in accordance with the latest edition of the Kansas Anthropology Code.
20. All work shall be in accordance with the latest edition of the Kansas Linguistics Code.
21. All work shall be in accordance with the latest edition of the Kansas Literature Code.
22. All work shall be in accordance with the latest edition of the Kansas Arts and Humanities Code.
23. All work shall be in accordance with the latest edition of the Kansas Social Sciences Code.
24. All work shall be in accordance with the latest edition of the Kansas Physical Sciences Code.
25. All work shall be in accordance with the latest edition of the Kansas Biological Sciences Code.
26. All work shall be in accordance with the latest edition of the Kansas Chemical Sciences Code.
27. All work shall be in accordance with the latest edition of the Kansas Earth and Planetary Sciences Code.
28. All work shall be in accordance with the latest edition of the Kansas Atmospheric and Oceanic Sciences Code.
29. All work shall be in accordance with the latest edition of the Kansas Space Sciences Code.
30. All work shall be in accordance with the latest edition of the Kansas Interdisciplinary Sciences Code.



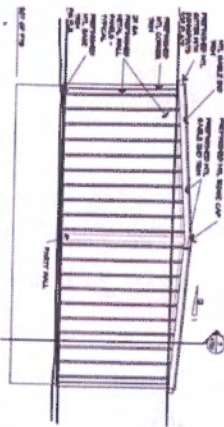
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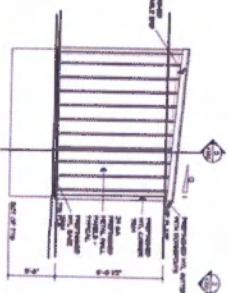
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NEW STORAGE UNITS
WEST MAIN AND SOUTH 22ND STREET
INDEPENDENCE, KANSAS

Index of drawings
* FLOOR PLAN
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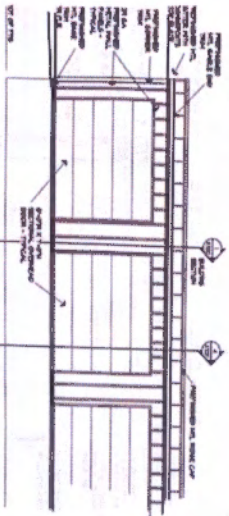




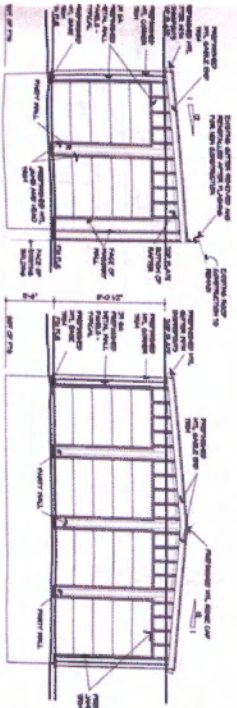
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SCALE
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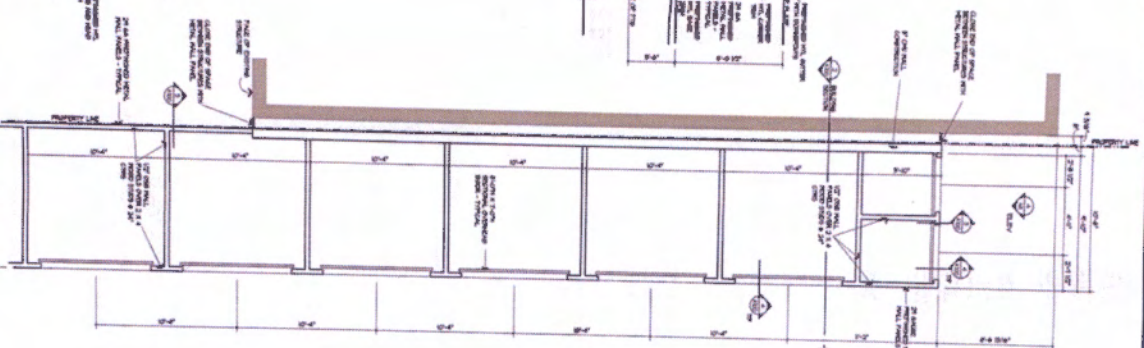
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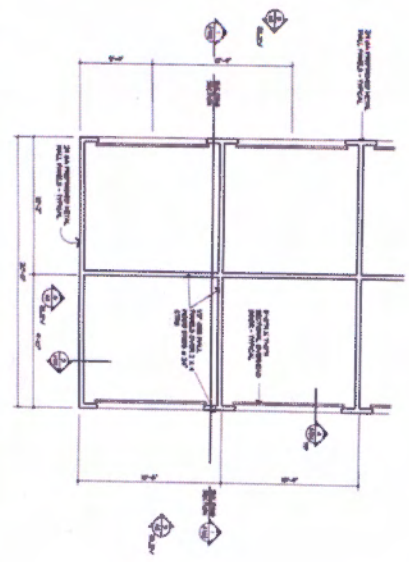
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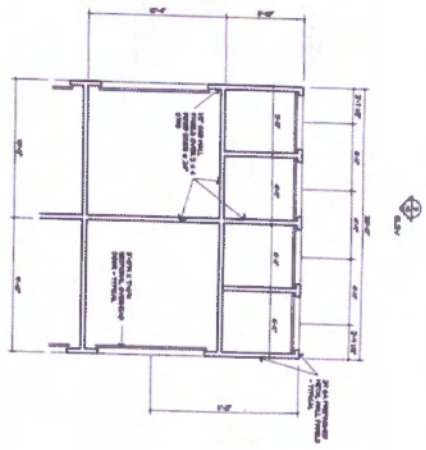
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② NORTH 4 UNIT ELEVATION
SCALE
1/8" = 1'-0"



② UNIT 4 FLOOR PLAN
SCALE
1/8" = 1'-0"



② ENLARGED END UNIT FLOOR PLAN
SCALE
1/8" = 1'-0"



② ENLARGED TYPICAL UNIT 1, 2 AND 3 FLOOR PLAN
SCALE
1/8" = 1'-0"

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Independence, Kansas
67301

Project: 030

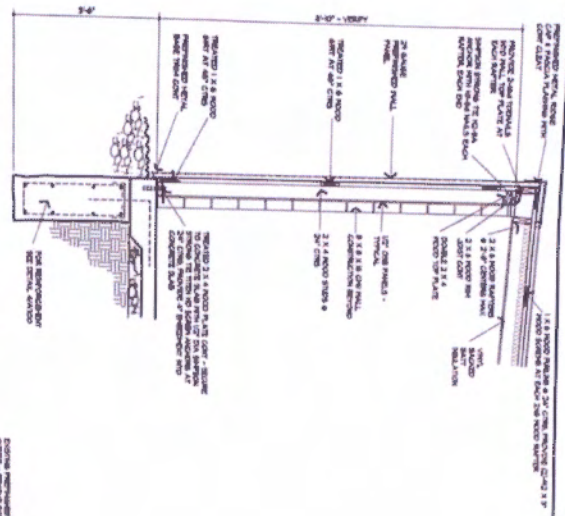
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WEST MAIN AND SOUTH 22ND STREET
INDEPENDENCE, KANSAS

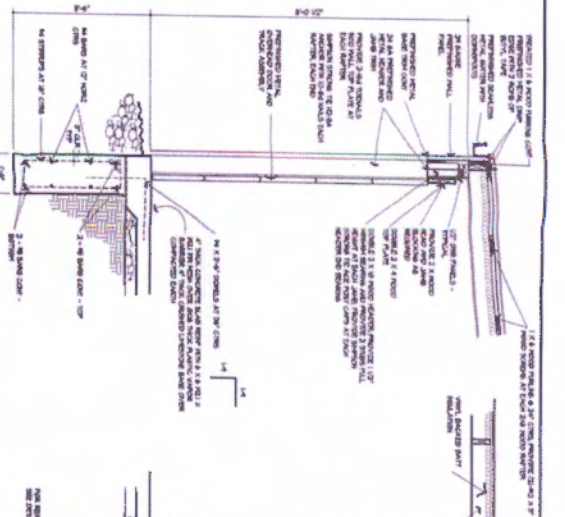
Index of drawings
• FLOOR PLAN
• EXTERIOR ELEVATION

24-0-0 UNO

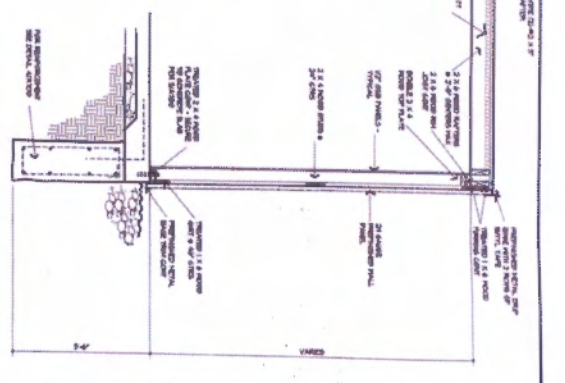
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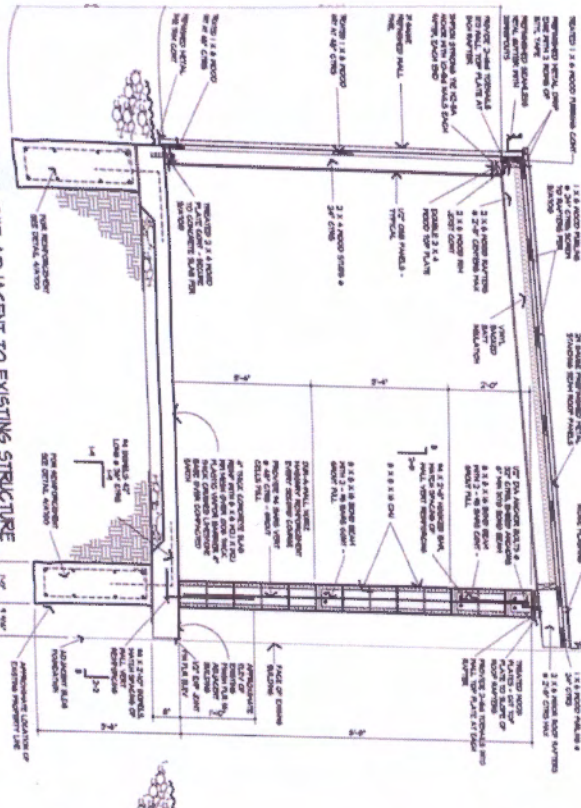
TYPICAL END WALL SECTION



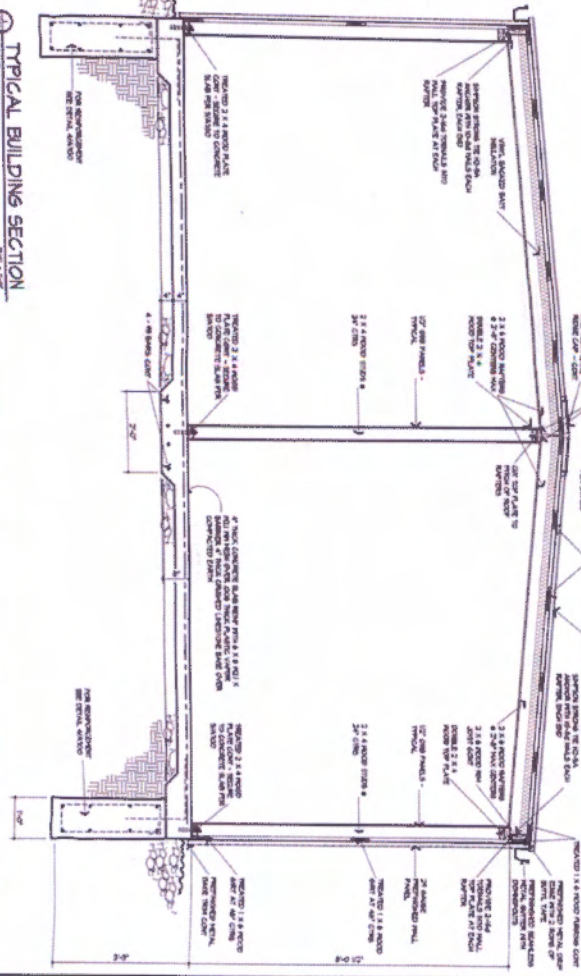
TYPICAL SECTION THROUGH OVERHEAD DOOR



TYPICAL END WALL SECTION



BUILDING SECTION UNIT ADJACENT TO EXISTING STRUCTURE



TYPICAL BUILDING SECTION

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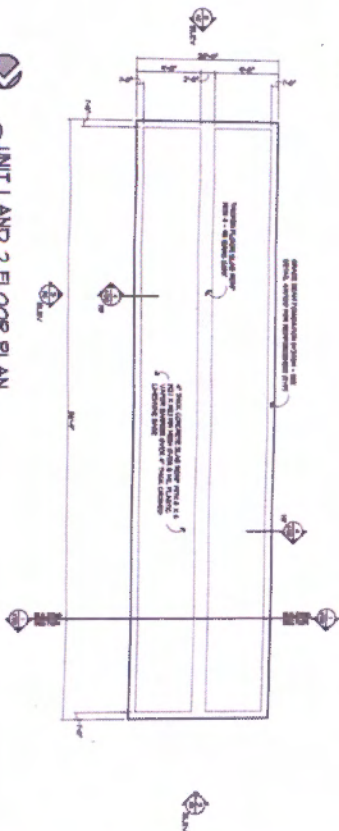
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NEW STORAGE UNITS
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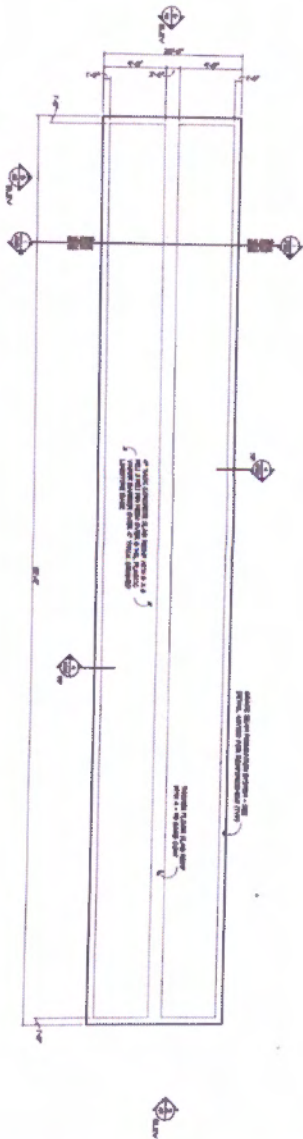
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3	DETAIL



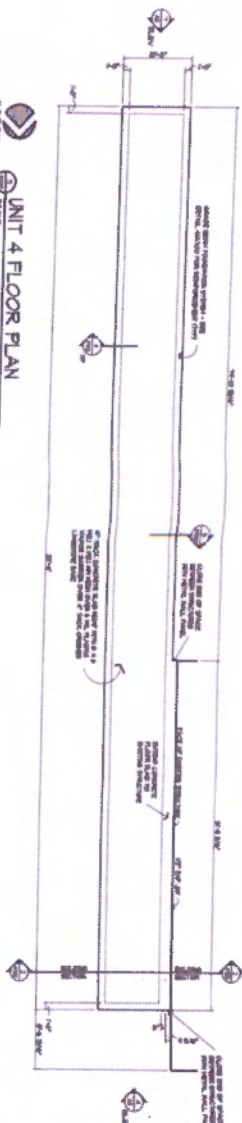
UNIT 1 AND 2 FLOOR PLAN
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UNIT 3 FLOOR PLAN
SCALE 1/8" = 1'-0"



UNIT 4 FLOOR PLAN
SCALE 1/8" = 1'-0"



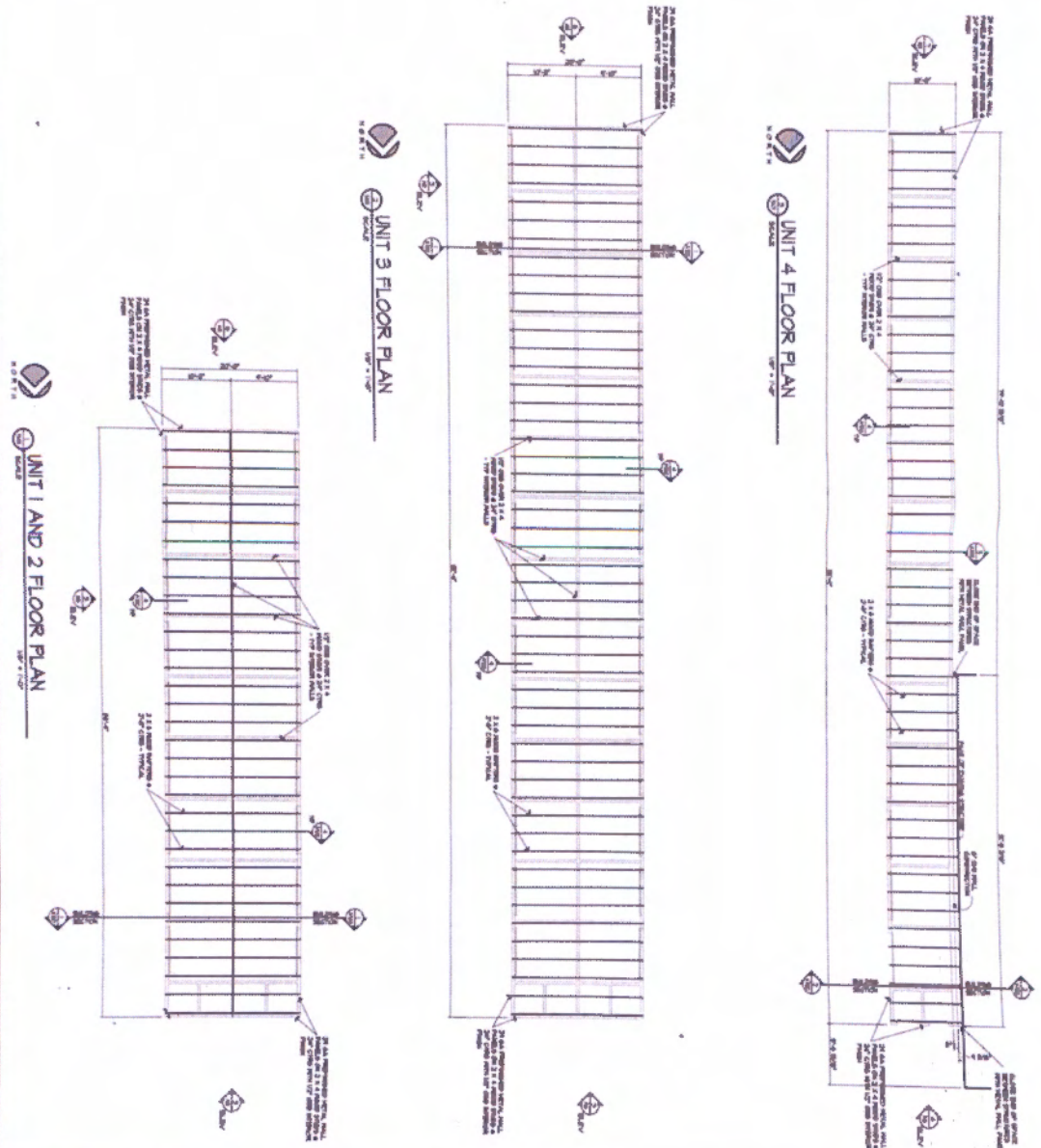
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NEW STORAGE UNITS
WEST MAIN AND SOUTH 22ND STREET
INDEPENDENCE, KANSAS

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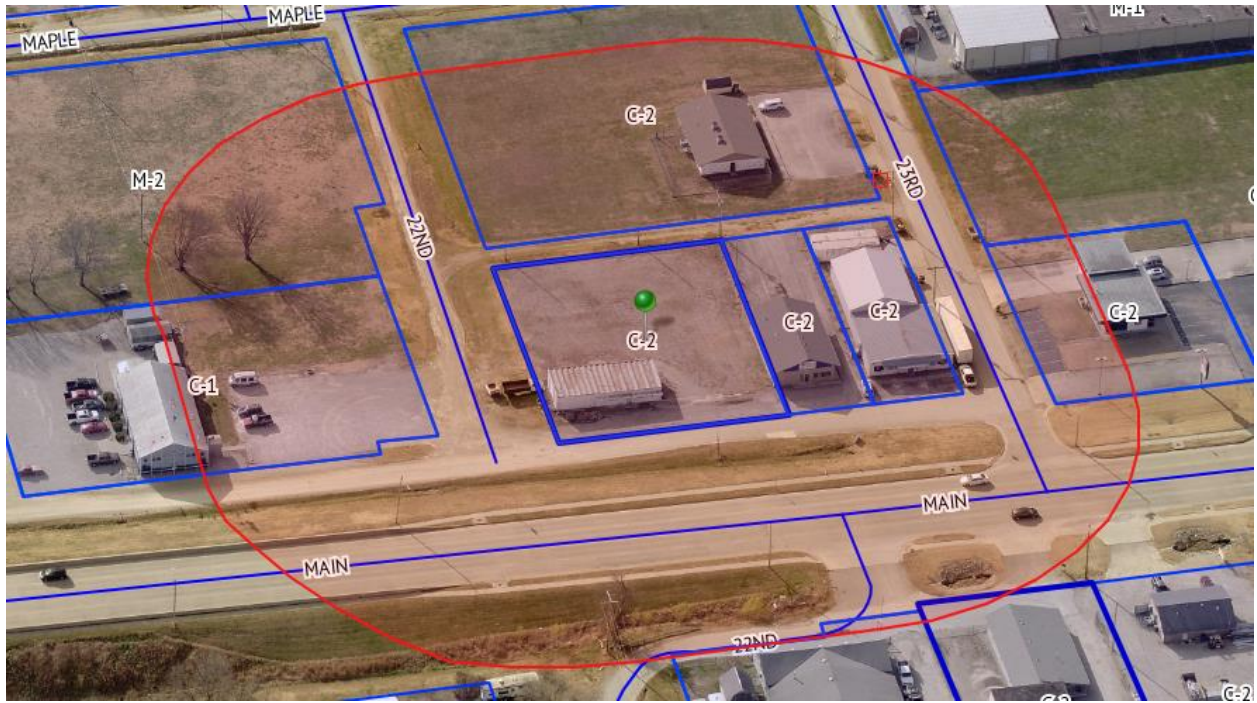
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67301

project 130
NEW STORAGE UNITS
WEST MAIN AND SOUTH 22ND STREET
INDEPENDENCE, KANSAS

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• ADD PLANS
04-03



Quick Ref	Situs	Owner	Mail 1	Mail City	Mail State	Mail Zip
R4237	1700 W MAIN ST	COX, DENNIS E DEC'D	P.O. BOX 74	SYCAMORE	KS	67363
R4238	1600 W MAIN ST	DAVES RENTAL PROPERTIES, LLC	1600 W MAIN ST	INDEPENDENCE	KS	67301
R303135	1701 W MAIN ST	WRIGHT, KIRK L & DEBRA L REV LIV TRUST 4/30/2020	3825 CR 3725	INDEPENDENCE	KS	67301
R4302	120 S 24TH ST	SEKTAM OF INDEPENDENCE INC	120 S 24TH ST	INDEPENDENCE	KS	67301
R4301	1717 W MAIN ST	LAY, JOHN F & CHRISTINE D	4111 CR 1600	COFFEYVILLE	KS	67337
R4299	1625 W MAIN ST	RAGAN, RACHEL ANNE	1002 ELM	NEODESHA	KS	66757
R4298	1621 W MAIN ST	FASTRAC RAILROAD CONSTRUCTION CO	4523 W ADOBE DR	ELOY	AZ	85131
R4297	1635 W MAIN ST	TNA PROPERTIES, LLC	4647 CR 1300	ELK CITY	KS	67344
R4294	1531 W MAIN ST	HAROLD ANDREWS POST 139 AMERICAN LEGION INC	PO BOX 252	INDEPENDENCE	KS	67301





**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
December 28, 2023**

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider an ordinance for a text amendment to modify the permitted and conditional use table relating to the retail sale of aircraft parts.

SUMMARY RECOMMENDATION Adopt an ordinance.

BACKGROUND The Planning Commission recommended the Commission adopt an ordinance modifying the permitted and conditional use table relating to the retail sale of aircraft parts.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to adopt an ordinance as recommended by the Planning Commission modifying the permitted and conditional use table relating to the retail sale of aircraft parts.

SUPPORTING DOCUMENTS

1. ORDINANCE 4444 - TEXT AMENDMENTS - AIRCRAFT RETAIL
2. 12/14/2023 Staff Report to Planning Commission

ORDINANCE NO. 4444

**An Ordinance Setting Forth Text Amendments to the Zoning Code
To Modify the Permitted and Conditional Use Table Relating to the Retail Sale of Aircraft Parts.**

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

Section 1. Appendix B. – Zoning - Appendix A. – Listing of Permitted and Conditional
Uses is amended as follows:

- a. “Aircraft and accessories – retail” be modified to “Aircraft – Retail” with the same permitted and conditional uses.
- b. “Aircraft parts and supplies – retail” be added with the same permitted uses as “Automobile parts and supplies – retail.”

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 28th day of
December, 2023.*

LOUIS YSUSI, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk



REQUEST FOR PLANNING COMMISSION ACTION TEXT AMENDMENT CITY OF INDEPENDENCE DECEMBER 12, 2023

Department Admin

Prepared By Lydia Collins

AGENDA ITEM Public Hearing to consider a text amendment to modify the permitted and conditional use table relating to the retail sale of aircraft parts.

SUMMARY RECOMMENDATION Approve the text amendment as recommended.

BACKGROUND We have been approached by a local business that is expanding and moving downtown. The business provides consulting services, which is allowed in a C-3 district. However, they also sell aircraft parts which is not specifically allowed in the C-3 district.

		Permitted Zoning District												
Land Use Category	Code	A-1	R-1	R-2	R-3	R-4	R-5	O/P	C-1	C-2	C-3	C-4	M-1	M-2
Aircraft and accessories--retail	5560	C											P	P

		Permitted Zoning District												
Land Use Category	Code	A-1	R-1	R-2	R-3	R-4	R-5	O/P	C-1	C-2	C-3	C-4	M-1	M-2
Automobile parts and supplies--retail	5520									P	P	P	P	P

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 the 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 Since the sale of Automobile parts and supplies is a permitted use in the C-3 district, City staff believes that this should be considered as a permitted use. It is suggested that "Aircraft and accessories -- retail" be modified to "Aircraft -- Retail" and another category for "Aircraft parts and supplies--retail" be added with the same requirements as "Automobile parts and supplies--retail." The nature and effect of such proposed amendment and determinations are as follows:

- Whether such change is consistent with the intent and purpose of these regulations; **Yes. The modification for the retail sale of aircraft parts will be consistent with the retail sale of automobile parts.**
- The areas which are most likely to be directly affected by such change and in what way they will be affected; **The areas most likely affected will be the commercial zones, as aircraft accessories were already permitted to be sold in industrial zones.**
- 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. **No, this**

changed is not related to social values, new planning concepts, or other social economic conditions.

SUGGESTED MOTION I move to recommend modifying the permitted and conditional use table as follows:

1. "Aircraft and accessories -- retail" be modified to "Aircraft -- Retail" with the same permitted and conditional uses.
2. "Aircraft parts and supplies-- retail" be added with the same requirements as "Automobile parts and supplies--retail."

SUPPORTING DOCUMENTS

1. Public Hearing Notice Text Amendment Aircraft Parts

City of Independence, Kansas

NOTICE TO THE PUBLIC

The Independence, Kansas, Planning Commission will conduct a public hearing on:

Tuesday, December 12, 2023 at 5:30 p.m.

To consider a text amendment to modify the permitted and conditional use table relating to the retail sale of aircraft parts.

Case Number:

2023/ZA/08

The hearing will be conducted in the Veterans Room, Memorial Hall, 410 N Pennsylvania Ave, 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



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
December 28, 2023

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider modifying the vacation policy.

SUMMARY RECOMMENDATION City staff recommends authorizing the modification of the vacation policy as recommended to encourage new hires by being competitive with other local government employers and encouraging tenure.

BACKGROUND As part of the Human Resources Goal assigned by the Commission to *"Assess, understand, and implement policies with the goal of being the employer of choice"*, City staff has been evaluating policies to improve recruitment and retention efforts. Through our employment engagement efforts, our employees have expressed that additional vacation hours are important to them. While City staff has been reviewing benefit policies from other cities, we have focused on our closest local comparable governments, the City of Coffeyville and Montgomery County. However, we have also included an attachment from the other two municipalities in the County, Caney and Cherryvale.

The current vacation accrual rates are based on ten-year increments, which have not been modified in more than thirty years. Coffeyville and the County's are based on approximately five-year increments. We have prepared a recommendation that allows employees to move to the next accrual rate on their 4th anniversary, 9th anniversary, and 15th anniversary. We are making this recommendation as the average tenure of employees who resigned in the last two years was 3.3 years, which excludes retirements and terminations. We would like to encourage employees to increase their tenure beyond that average, as they would receive additional vacation accrual on their 4th anniversary.

The vacation accrual rates also add a tier for full-time regular employees in the highest tenure bracket, equal to the maximum tier in the City of Coffeyville's policy.

We also recommend that new hires be allowed to use their vacation after six months of employment rather than one year. 38.5% of the resignations over the last two years were in the employee's first year of employment. This policy change would allow 11 current employees who have worked at least six months but less than one year to utilize their vacation. Coffeyville allows use of vacation after six months, and the County allows utilization after 30 days.

Another change to the policy is that we would remove the maximum accrual and replace it with a maximum payout when the employee leaves employment. The payout maximums are very similar to what Coffeyville has in place and are based on tenure. This would provide employees with greater flexibility and benefit the City when short-handed, as the maximum accruals can deter employees from working overtime if it means losing their vacation accruals because they are maxed out.

FINANCIAL INFORMATION Approval of this policy change would increase the current vacation accrual rate provided for 49 current employees. It would not increase the amount budgeted for these positions while employees are actively working, as they will still be paid the same whether they are on vacation or working. It should reduce training costs and loss of valuable knowledge and skills if it results in fewer vacancies.

Depending on what tier the employee falls in and when they leave employment, there could be an increase in the maximum amount of vacation paid out. The maximum accrual limits would go away, and a maximum payout would be applied to all non-contracted employees, which may or may not exceed the current accrual max based on their tenure and vacation usage. The average tenure for current full-time employees is 7.5 years. Any associated costs for vacation are funded through the employee's department budget.

SUGGESTED MOTION I move to authorize modifying the vacation policy as recommended, effective January 1, 2024.

SUPPORTING DOCUMENTS

1. Proposed Vacation
2. Coffeyville and Montgomery County Vacation
3. Vacation Comparison
4. Vacation Comparison Chart
5. Caney and Cherryvale Vacation Accrual

Current Full-time 40 Scheduled Hours or Salaried

Years of Service	Per Pay Period Hours	Monthly Hours	Annual Accrual	Maximum Accrual
0-9 Years	3.07	6.66	80	240
10-19 Years	4.61	10	120	240
20+ Years	6.15	13.33	160	240

Current Full-time Police Officer Scheduled Up To 86 Hours

Years of Service	Per Pay Period Hours	Monthly Hours	Annual Accrual	Maximum Accrual
0-9 Years	3.23	7	84	252
10-19 Years	4.85	10.5	126	252
20+ Years	6.46	14	168	252

Current Full-time Fire-EMS

Years of Service	Per Pay Period Hours	Monthly Hours	Annual Accrual	Maximum Accrual
0-9 Years	4.61	10	120	318
10-19 Years	7.38	16	192	318
20+ Years	9.23	20	240	318

Proposed Full-time 40 Scheduled Hours or Salaried with Max Accrual

Years of Service	Per Pay Period Hours	Monthly Hours	Annual Accrual	Maximum Pay Out
0-3 Years	3.08	6.67	80	160
4-8 Years	4.62	10.00	120	240
9-14 Years	6.15	13.33	160	320
15-19 Years	7.69	16.67	200	400
20+ Years	7.69	16.67	200	480

Proposed Full-time Police Officer Scheduled Up To 86 Hours

Years of Service	Per Pay Period Hours	Monthly Hours	Annual Accrual	Maximum Pay Out
0-3 Years	3.23	7	84	160
4-8 Years	4.85	10.5	126	240
9-14 Years	6.46	14	168	320
15-19 Years	8.08	17.5	210	400
20+ Years	8.08	17.5	210	480

Proposed Full-time Fire-EMS

Years of Service	Per Pay Period Hours	Monthly Hours	Annual Accrual	Maximum Pay Out
0-3 Years	4.62	10	120	160
4-8 Years	6.92	15	180	240
9-14 Years	9.23	20	240	320
15-19 Years	11.54	25	300	400
20+ Years	11.54	25	300	480

Coffeyville

Years of Service	Days	Annual Accrual Hours	Maximum Days Taken At One	Maximum Days Paid Out	Max Hours Paid Out
End of 1st 6 months	3.5	28	3.5	0	0
End of 1st Year	7	56	7	0	0
2-5 Years	10	80	10	20	160
6-9 Years	15	120	15	30	240
10-14 Years	18	144	18	36	288
15-19 Years	20	160	20	40	320
20-24 Years	25	200	25	50	400
25+	25	200	25	60	480

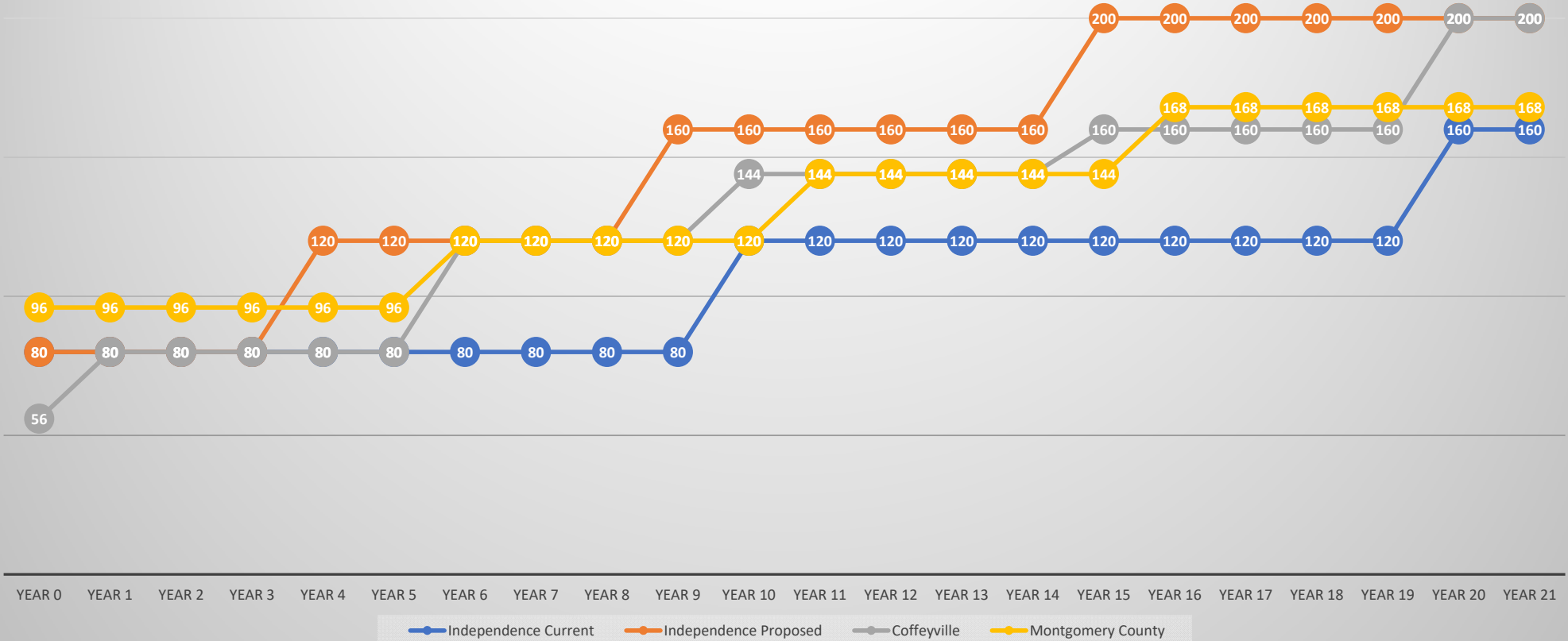
Montgomery County

Years of Service	Days	Annual Accrual Hours	Maximum Accrual
0 - 5 Years	12	96	192
6-10 Years	15	120	240
11-15 Years	18	144	288
16+ Years	21	168	336

Annual Vacation Comparison

	Independence Current	Independence Proposed	Coffeyville	Montgomery County
Year 0	80	80	56	96
Year 1	80	80	80	96
Year 2	80	80	80	96
Year 3	80	80	80	96
Year 4	80	120	80	96
Year 5	80	120	80	96
Year 6	80	120	120	120
Year 7	80	120	120	120
Year 8	80	120	120	120
Year 9	80	160	120	120
Year 10	120	160	144	120
Year 11	120	160	144	144
Year 12	120	160	144	144
Year 13	120	160	144	144
Year 14	120	160	144	144
Year 15	120	200	160	144
Year 16	120	200	160	168
Year 17	120	200	160	168
Year 18	120	200	160	168
Year 19	120	200	160	168
Year 20	160	200	200	168
Year 21	160	200	200	168

Annual Vacation Comparison



CITY OF CANEY

VACATION LEAVE

Years	1 to 5	6 to 10	11 PLUS
Hours Earned Per Month	6.66	10	13.33
Equivalent Work Days	10	15	20

CITY OF CHERRYVALE

b) **Accrual.** Full-time employees are entitled to paid vacation leave according to the following schedule. Changes in vacation time will not be retroactive, but will be effective upon adoption of this handbook. No paid vacation leave may be taken during the first six (6) months of employment:

Years of Continuous Service	Hours Earned Per P.P.	Annual Accrual	Hours Earned Per P.P. Fire/Police	Annual Accrual Fire/Police	Maximum Carryover
0-4 Years	3.08	80	3.23	84	126 Hours
5-10 Years	4.62	120	4.85	126	189 Hours
10-15 Years	5.54	144	5.88	153	229 Hours
15+ Years	6.15	160	6.46	168	252 Hours



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
December 28, 2023**

Department Admin

Director Approval

AGENDA ITEM Consider setting the date of February 22, 2024, for a Public Hearing to consider the condemnation of 217 S. 2nd Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City Staff recommends setting a Public Hearing date.

BACKGROUND On December 20, 2023, a structure at 217 S. 2nd Street was involved in a fire that destroyed the building. City Staff recommends setting the date of February 22, 2024, 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 February 22, 2024 at 5:30 PM for a Public Hearing to consider the condemnation of 217 S. 2nd St. as dangerous and unsafe.

SUPPORTING DOCUMENTS

1. RESOLUTION 2023-068 - CONDEMNATION - PH - 217 S 2nd
2. Letter - Setting P-H at 217 S. 2nd 12212023
3. Parcel - 217 S. 2nd
4. Picture During Fire
5. Picture After Fire

RESOLUTION NO. 2023-068

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 28th day of December 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 90' of Lot 5, Block 71 of the Original Plat to the City of Independence, Montgomery County, Kansas.

Common Address: 217 S 2nd 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, **February 22, 2024** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6th Street, 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 28th day of December 2023.

(SEAL)

Mayor

City Clerk



"Delivering Excellence"

December 21, 2023

Christmas Carol
101 E. 2nd Ave
Caney, Ks. 67333

Dear Christmas:

A fire at 217 S. 2nd destroyed the structure on 12/20/2023.

I am writing to inform you that the City of Independence will be asking the Commission on December 28, 2023, to set a date of **February 22, 2024**, to consider the **Condemnation of 217 S. 2nd as Dangerous and Unsafe.**

I am requesting the following information before February 23, 2023, meeting.

- Insurance
- Owner's start process of removal of the structure
 - Securing the property
 - Removal – contract with a demolition contractor and have the property cleared ASAP.
 - Demo application is attached.
- Release the property to allow the City to clear the lot – see attached release.

I want to inform the City Commission of your intentions on December 28, 2023, at 5:30 p.m. at 120 N. 6th – City 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 December 28, 2023, it will be **imperative** that you communicate with me before February 22, 2024.

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

Print Page

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The Parcel Number for this Property is 063-099-31-0-10-19-008.00-0
Quick Ref ID: 6654

Owner Information

Owner Name	CLIFT, GARY & SHIRLEY
Address	101 E 2ND AVE CANEY, KS 67333-1909

Property Situs Address

Address	217 S 2ND 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	

2023 Appraised Value

Class	Land	Building	Total
Residential - R	10,280	35,830	46,110
Total	10,280	35,830	46,110

2022 Appraised Value

Class	Land	Building	Total
Residential - R	9,960	35,930	45,890
Total	9,960	35,930	45,890

Tract Description

ORIG PLAT, S31, T32, R16, E 90' LOT 5 BLK 71; Lot Width: 090.0 Lot Depth: 060.0 Plat Book/Page 1 /6&7 Lot Width: 090.0 Lot Depth: 060.0 Deed
--

Book/Page 542 /731 533 /649 336 /335

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
542	731						

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	5400										10,280

Dwelling Information

Dwelling Information		Comp Sales Information	
Res Type	Single-family Residence	Arch Style	Bungalow
Quality	FR	Bsmt Type	Crawl - 2
Year Built	1920	Total Rooms	5
Eff Year		Bedrooms	4
MS Style	1 1/2 Story Finished	Family Rooms	
LBCS Struct	Detached SFR unit	Full Baths	1
No. of Units		Half Baths	
Total Living Area		Garage Cap	
Calculated Area	1,230	Foundation	Stone - 4
Main Floor Living Area	1,230		
Upper Floor Living Area Pct.	0		
CDU	AV-		
Phys/Func/Econ	FR/ /		
Ovr Pct Gd/RCN	/115,570		
Remodel			
Percent Complete			
Assessment Class			
MU Cls/Pct			

Dwelling Components

Code	Units	Pct	Quality	Year
Enclosed Wood Deck (SF), Solid Wall	112			
Wood Deck (SF) with Roof	189			
Frame, Siding, Vinyl		100		
Composition Shingle		100		
Raised Subfloor (% or SF)		100		
Plumbing Fixtures (#)	5			
Plumbing Rough-ins (#)	1			
Automatic Floor Cover Allowance				
Forced Air Furnace		100		

Building Improvements

Id	Occupancy	MSCls	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Clis	RCN	%Gd	Value
12	Tool Shed	D	1.00	1	1940			190	58	8	10 X 19	1	0	0					2,730	0	0

Building Improvement Components

Id	Code	Units	Pct	Size	Other	Rank	Year
12	Single -Wall-Boards on Wood		100				

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**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
December 28, 2023**

Department Street

Director Approval John Garris

AGENDA ITEM Consider approving issuance of bid documents for the renovation of the parking lot north of City Hall.

SUMMARY RECOMMENDATION Approve contract.

BACKGROUND The City has completed the renovation of City Hall. As such, the parking configuration has changed around the building. The lot due north of City Hall, which is part of the Consent Decree with the DOJ, does not have sufficient numbers of ADA spaces to support the new building.

There will be some variations from the attached plans: the parking spaces will be made 10 feet in width to better accommodate pickup parking, and a portion of the hatched areas will be painted for motorcycle parking spaces.

The Commission selected a Large, Plain Footprint for replacement of the lot. TranSystems has completed the attached construction drawings and is prepared to bid the project, with bids proposed to be due on January 18th, 2024 at 10AM.

It is anticipated that construction will take place in the second or early third quarter of 2024.

FINANCIAL INFORMATION There are no financial implications until bid award.

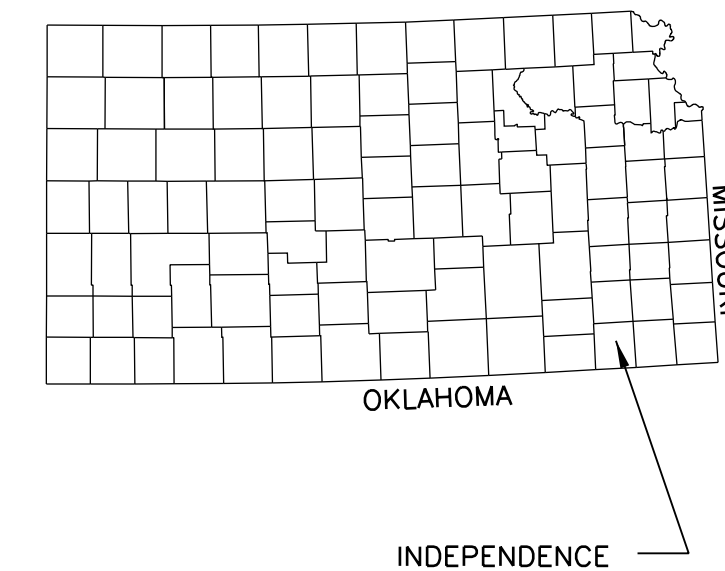
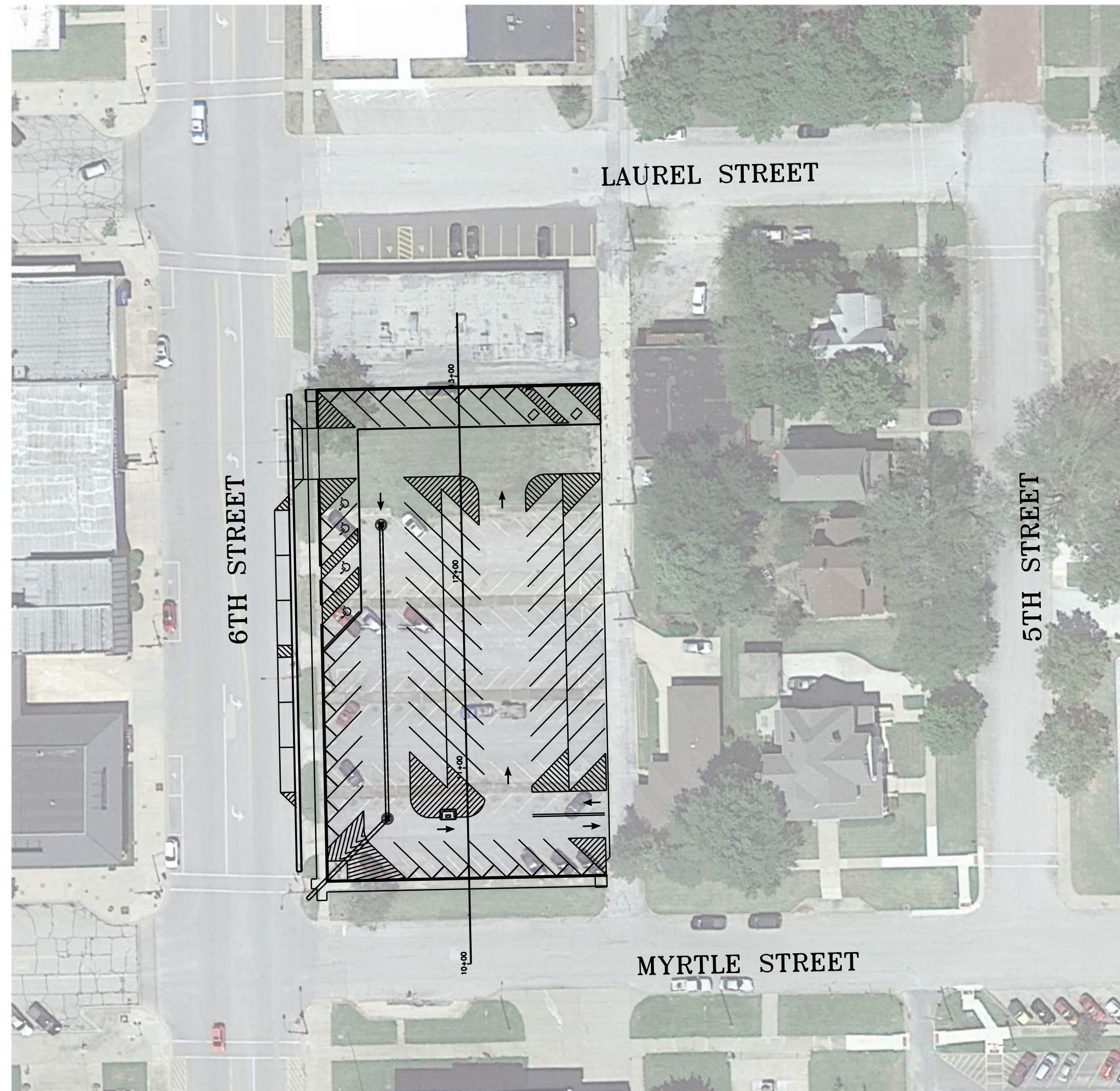
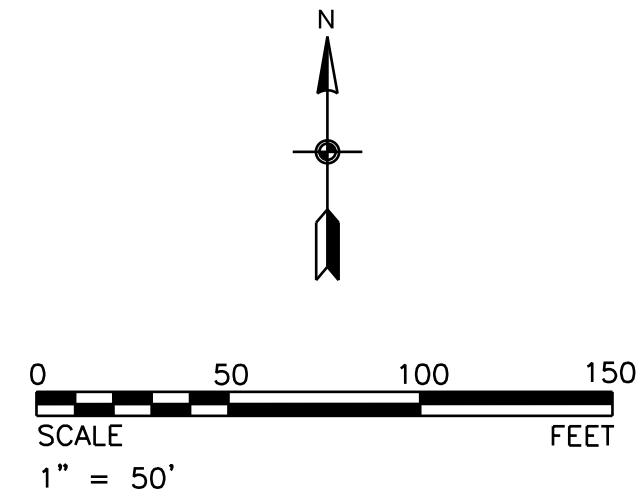
SUGGESTED MOTION I move to authorize bidding for the renovation of the parking lot north of City Hall.

SUPPORTING DOCUMENTS

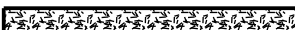
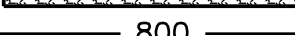
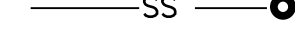
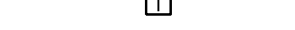
1. 6th_Myrtle Parking 12212023
2. City Hall Parking Lot Contract Documents

PARKING LOT IMPROVEMENTS 6TH STREET & MYRTLE STREET CITY OF INDEPENDENCE, KANSAS

SHEET		DESCRIPTION
1		COVER SHEET
2		GENERAL NOTES & PROJECT CONTROL
3		TYPICAL SECTIONS & CURB AND GUTTER DETAILS
4		DEMOLITION PLAN
5		PARKING LOT PLAN
6		ALLEY AND ENTRANCE PAVEMENT
7		RETAINING WALL DETAILS
8		SIDEWALK PLAN
9	10	SIDEWALK, RAMPS, STEPS & AUXILIARY DETAILS
11	14	STORM SEWER SHEET
15		SUMMARY OF QUANTITIES
16	20	SEEDING & EROSION CONTROL
21	26	PAVEMENT MARKING & SIGNING
27	30	TRAFFIC CONTROL
31	36	CROSS SECTIONS



LEGEND

PROPOSED PAVEMENT	
SIDEWALK	
SLOPE PROTECTION	
PROPOSED CONTOUR ELEVATIONS	 800
EXISTING CONTOUR ELEVATIONS	 800
PROPOSED SANITARY SEWER	 SS 
EXISTING SANITARY SEWER	 SS 
PROPOSED STORM SEWER	 50  1
PROPOSED IMPROVEMENTS	 R/W
EXISTING RIGHT-OF-WAY	
PROPERTY LINE	
PROPOSED WATER	 W 
EXISTING WATER LINE	 W 
UTILITY POLE	
TELEPHONE RISER	
TELEPHONE LINE	 T 
GAS LINE	 G 
FIBER OPTIC	 FO 
EXISTING FENCE	 x 
TREES	

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

CONSULTANTS:

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS

[illegible]

PROJ NO: P112230025
SCALE: 1" = 50'
DATE: 12/21/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

SHEET TITLE:
COVER SHEET

SHEET NO.
1
SHEET 1 OF 36

GENERAL NOTES

1. ALL LINE WORK PERFORMED SHALL BE IN ACCORDANCE WITH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT'S (KDHE) MINIMUM STANDARDS.
2. ALL WORK PERFORMED SHALL BE IN ACCORDANCE WITH THE PROJECTS SPECIFICATIONS. MATERIALS AND CONSTRUCTION METHODS TO BE USED FOR PAVEMENT, ASPHALT, BACKFILL, SEEDING AND GENERAL CONCRETE CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR STATE ROAD AND BRIDGE CONSTRUCTION, 2015 EDITION, AS PUBLISHED BY THE KANSAS DEPARTMENT OF TRANSPORTATION, UNLESS OTHERWISE NOTED ON THESE PLANS, OR IN SPECIAL PROVISIONS.
3. EXISTING UTILITIES SHOWN ON THESE PLANS ARE LOCATED ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THE LOCATION, DEPTH AND SIZE OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE TO ENSURE PROPER GRADE SEPARATION BETWEEN NEW CONSTRUCTION AND EXISTING UTILITIES. SEE SHEET WHERE ANY PART OF THE IMPROVEMENT IS TO BE LOCATED UNDER EXISTING UTILITIES THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT SUCH UTILITIES. THE CONTRACTOR SHALL COORDINATE BRACING OF UTILITY POLES WITH THE UTILITY OWNER PRIOR TO EXCAVATION, IF NECESSARY. THE CONTRACTOR SHALL CONFINE OPERATIONS TO WITHIN EASEMENTS AND RIGHT-OF-WAY.
4. THE CONTRACTOR SHALL PROTECT EXISTING RIGHT-OF-WAY AND SURVEY MONUMENTS. ENDANGERMENT REPORTS SHALL BE COMPLETED AND FILED WITH THE HISTORICAL SOCIETY. AT THE CONTRACTORS EXPENSE, FOR ALL MONUMENTS THAT COULD BE DISTURBED, ANY MONUMENTS DISTURBED DURING CONSTRUCTION SHALL BE RESET BY A REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
5. THE CONTRACTOR SHALL WORK AROUND EXISTING STRUCTURES, PAVEMENTS AND UTILITIES. ANY DAMAGE TO THESE ITEMS BY THE CONTRACTOR SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ADJACENT PROPERTIES FROM THE EFFECTS OF CONSTRUCTION.
6. EXCAVATION SHOWN TO BE WASTED SHALL BE WASTED ON SITES PROVIDED BY THE CONTRACTOR. THESE SITES SHALL BE APPROVED BY THE ENGINEER AS TO SUITABILITY, APPEARANCE AND SITE LOCATION. LOCATIONS THAT, IN THE OPINION OF THE ENGINEER, WILL LEAVE AN UNSIGHTLY APPEARANCE WILL NOT BE APPROVED.
7. DE-WATERING NECESSARY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE SUBSIDIARY TO RELATED ITEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SURFACE DRAINAGE.
8. THE CONTRACTOR SHALL NOTIFY PROPERTY OWNERS AT LEAST 1 WEEK PRIOR TO STARTING ON THEIR PROPERTY OR REMOVING FENCES, AND PIPES.
9. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A SCHEDULE OF OPERATIONS AT THE BEGINNING OF EACH WEEK.
10. ALL PAVEMENT REMOVED BY THIS CONSTRUCTION SHALL BE SAW CUT TO NEAT LINES PRIOR TO REMOVAL. ALL SAWCUTS SHALL BE FULL DEPTH AND SUBSIDIARY TO OTHER ITEMS OF THE CONTRACT.
11. WHEN REMOVING EXISTING STRUCTURES AND PIPES, TRENCHES SHALL BE BACKFILLED IN THE SAME MANNER AS BACK FILLING OF NEW STRUCTURES AND PIPES. THIS SHALL BE SUBSIDIARY TO OTHER ITEMS OF THE CONTRACT.
12. THE CONTRACTOR SHALL PROVIDE ADEQUATE TRAFFIC CONTROL IN ACCORDANCE TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST VERSION) THROUGHOUT THE PROJECT IN STREETS AND INTERSECTIONS. SEE TRAFFIC CONTROL SHEETS.
13. THE CONTRACTOR WORK HOURS SHALL BE LIMITED TO 7 A.M. TO 6 P.M., MONDAY THRU FRIDAY, UNLESS OTHERWISE APPROVED BY THE OWNER.
14. THE TOP 4 INCHES OF ALL EMBANKMENT OUTSIDE OF PAVED AREAS SHALL BE CONSTRUCTED OF MATERIAL THAT WILL SUPPORT VEGETATION AND SHALL BE SUBSIDIARY TO SEEDING. ALL REMAINING EMBANKMENT SHALL BE CONSTRUCTED OF MATERIAL THAT RESULTS IN A STABLE EMBANKMENT.
15. ALL STORM SEWER CONNECTIONS TO EXISTING STRUCTURES SHALL BE SUBSIDIARY TO OTHER ITEMS OF THE CONTRACT AND INCLUDE CLEANING EXISTING STRUCTURE TO NEXT JUNCTION UPSTREAM AND DOWNSTREAM OF CONNECTION.
16. THE CONTRACTOR IS MADE AWARE THAT THEY WILL BE WORKING IN CLOSE PROXIMITY OF EXISTING UTILITIES. ANY CONFLICTS WITH SUCH UTILITIES SHALL BE REPORTED TO THE ENGINEER. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES TO LOCATE ANY EXISTING UTILITIES THAT HAVE NOT BEEN PREVIOUSLY LOCATED. THE CONTRACTOR SHALL COORDINATE THE CONSTRUCTION OF THIS PROJECT WITH THE RELOCATION OF ANY EXISTING UTILITIES BY THE UTILITY COMPANIES.
17. THE CONTRACTOR SHALL UNDERSTAND THAT UTILITY COMPANIES MAY BE RELOCATING THEIR FACILITIES AT THE SAME TIME THIS PROJECT IS UNDER CONSTRUCTION, OR THAT UTILITIES MAY HAVE ALREADY BEEN RELOCATED TO NEW LOCATIONS AND THAT ADDITIONAL COORDINATION WITH UTILITY COMPANIES MAY BE REQUIRED. THE CONTRACTOR SHALL BE REQUIRED TO WORK AROUND EXISTING UTILITIES WITHIN THE RIGHT-OF-WAY.
18. EXISTING ROADWAY MATERIALS, PIPES AND MISCELLANEOUS HARDWARE THAT IS REMOVED, SHALL BECOME THE PROPERTY OF THE CONTRACTOR. EXISTING SIGNS SHALL REMAIN THE PROPERTY OF THE CITY OF INDEPENDENCE.
19. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ADJACENT DRIVEWAYS & PROPERTIES THROUGHOUT CONSTRUCTION.
20. "REMOVAL OF EXISTING STRUCTURES" (EXCLUDING SANITARY SEWER MANHOLES) SHALL BE SUBSIDIARY TO OTHER ITEMS AND INCLUDE ALL COSTS FOR THE REMOVAL OF SIGNS, FOUNDATIONS, LIGHT POLE BASES, ABANDONED WATER METERS, MANHOLES, POLE BASES, FENCES, TRAFFIC SERVICE BOXES, PLANTER BOXES, TREES, SHRUBS, STUMPS, TRAFFIC SIGNAL APPURTENANCES, SPRINKLER HEADS, IRRIGATION CONTROL DEVICES, DRAIN PIPES, APRONS, FLUMES, VALVE BOXES, PAVEMENT MARKINGS, GUARD POSTS, CONCRETE BARRIERS, MONITORING WELLS, ABANDONED PIPES, PARKING BLOCKS, AND ANY OTHER ITEM(S) SLATED FOR REMOVAL FOR WHICH A PAY ITEM IS NOT PROVIDED FOR IN THE PROPOSAL.
21. LOCATIONS AND ELEVATIONS SHOWN FOR THE EXISTING WATER LINES ARE BASED ON LOCATES AND DEPTHS PROVIDED BY THE CITY OF INDEPENDENCE. CONTRACTOR SHALL FIELD VERIFY PRIOR TO ANY EXCAVATION WITHIN THE VICINITY OF ANY EXISTING WATER LINE.
22. PRECAST OR CAST IN PLACE INLET TOPS, WHERE LOCATED IN SIDEWALK (OR FUTURE SIDEWALK) SHALL MEET CURRENT ADA PUBLIC RIGHTS OF WAY ACCESS STANDARDS FOR SLOPE AND GRADE. CROSS-SLOPE SHALL NOT EXCEED 1.5%. INLET TOPS SHALL BE ADJUSTED FOR STREET GRADE AND SLOPES BEHIND THE BACK OF CURB. THIS WORK SHALL BE SUBSIDIARY TO THE INLET.
23. CONSTRUCTION OF TEMPORARY PAVEMENT REQUIRED FOR PROPERTY ACCESS, DURING CONSTRUCTION SHALL BE INCLUDED IN THE BID ITEM "TEMPORARY SURFACING MATERIAL (AGGREGATE)(SET PRICE)", AND SHALL INCLUDE ALL GRADING, FILL, COMPACTION, SOIL SCARIFICATION, REMOVAL, DISPOSAL, ETC. NECESSARY FOR TEMPORARY BUSINESS AND RESIDENTIAL ACCESS.
24. TREE REMOVAL IS ANY TREE 12" OR GREATER IN DIAMETER MEASURED 36" FROM THE BASE OF THE TREE. TREE/SHRUBS LESS THAN THAT DIAMETER SHALL BE PAID FOR AS "CLEARING AND GRUBBING" BY LUMP SUM.

PARKING LOT ALIGNMENT DATA

Point 10 N 1,527,600.89 E 2,126,077.78 Sta 10+00.00
Course from 10 to 11 N 1° 13' 36.05" W Dist 400.00
Point 11 N 1,528,000.80 E 2,126,069.22 Sta 14+00.00

STORM SEWER ALIGNMENT DATA

Point 510 N 1,527,621.72 E 2,125,982.39 Sto 510+00.00
Course from 510 to 511 N 44° 44' 23.27" E Dist 75.00
Point 511 N 1,527,675.00 E 2,126,035.19 Sto 510+75.00
Course from 511 to 512 N 1° 13' 36.05" W Dist 250.00
Point 512 N 1,527,924.94 E 2,126,029.83 Sto 513+25.00

PROJECT CONTROL

CONTROL	SHEET	DESCRIPTION	
CP 1	5	SET 1/2" IRON BAR W/CONTROL POINT CAP	
		1. NORTH TO SOUTH EDGE OF SIDEWALK	4.76'
		2. SOUTHWEST TO NO PARKING SIGN	19.85'
		3. E SOUTHEAST TO CENTER OF WATER METER	37.90'
		4. SOUTH TO BACK OF CURB	11.00'
		5. N 1527636.91 E 2126135.17 EL 819.29	
CP 2	5	SET 1/2" IRON BAR W/CONTROL POINT CAP	
		1. EAST TO BACK OF CURB	19.98'
		2. EAST TO WEST EDGE OF SIDEWALK	8.16'
		3. N NORTHEAST TO LIGHT POLE	28.16'
		4. NORTH TO STOP SIGN	33.86'
		5. N 1527541.74 E 2125904.28 EL 811.20	

PROJECT BENCH MARK

CONTROL	SHEET	DESCRIPTION	
BM 1	5	SQUARE CUT ON CONCRETE PAD, NORTHEAST OF FLAG POLE, NORTHWEST OF CITY BUILDING.	
		1. NORTH TO SOUTH EDGE OF SIDEWALK	16.23'
		2. E SOUTHEAST TO NORTHWEST CORNER OF CITY BUILDING	16.84'
		3. WEST TO EAST EDGE OF SIDEWALK	21.03'
		4. NORTHWEST TO LIGHT POLE	44.59'
		5. N 152°75'36.49" E 2126027.92 EL 815.77	

PROJECT SURVEY CONTROL & DATUM BENCHMARK

HORIZONTAL - KANSAS STATE PLANE COORDINATES
(SPCS KS-South- CAF=0.0.99997008)

VERTICAL - BM HE0843 INDEPENDENCE (NGS DATA SHEET)
TRIANGULATION STATION DISK SET IN TOP OF
CONCRETE MONUMENT
STAMPING: INDEPENDENCE 1934
LOCATION: MOUNT HOPE CEMETERY
N 1,533,786.56
E 2,125,531.49
NAVD88 - Elev. = 830.24

UTILITY INFORMATION

City of Independence	AT&T
John Garriss	Ron Maher
120 N. 6th St.	207 W. Carr Ave.
Independence, KS 67301	El Dorado, KS 67042
620-332-2500	620-223-9942
Water / Sanitary Sewer	Telephone, Fiber Optic
Energy	Cable One
Lori Johnson	Randy Kennedy
1101 E. Main St.	2600 Davis Blvd.
Independence, KS 67301	Joplin, MO 64804
620-332-2603	806-690-3283
Electrical	Telephone, Fiber Optic
Atmos Energy	
Eddie Rodgers	
1509 W. Maple	
Independence, KS 67301	
620-331-1547	
Gas	

UTILITY NOTES:

Visual indications of utilities are as shown. Underground locations shown, as furnished by their lessors, are approximate and should be verified in the field at the time of construction. For actual field locations of underground utilities, call 1-800-344-7233. Verification of utilities is the Contractor's responsibility.



The Contractors shall be responsible for contacting all Utility Companies, even if remotely involved with the project, for field location of all underground utility lines prior to any excavation.

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

CONSULTANTS:

66TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS

[illegible]

PROJ NO: P112230025

SCALE: NTS

DATE: 12/21/2023

DESIGNED BY: SDT

DRAWN BY: CLH

CHECKED BY: CCB

SHEET TITLE:

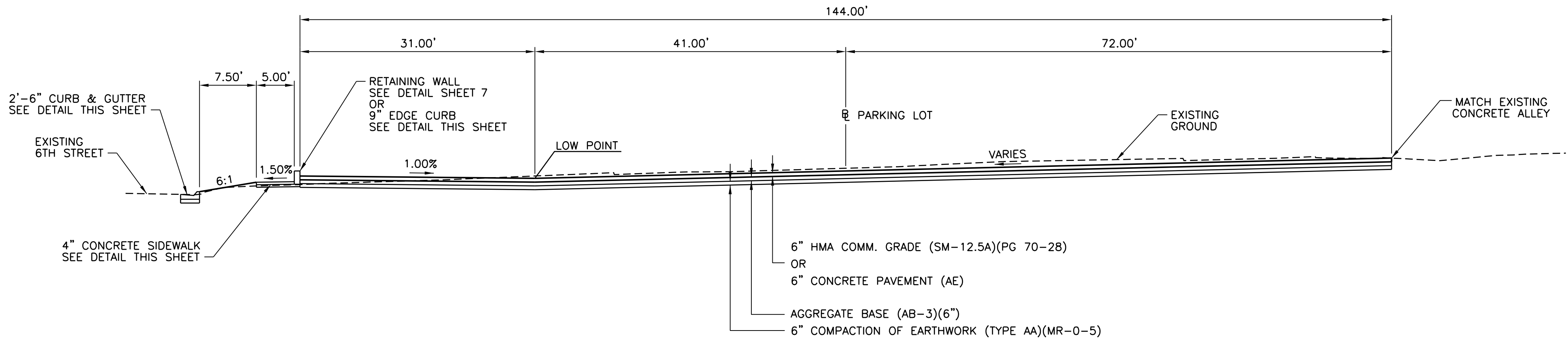
GENERAL NOTES & PROJECT CONTROL

SHEET NO.

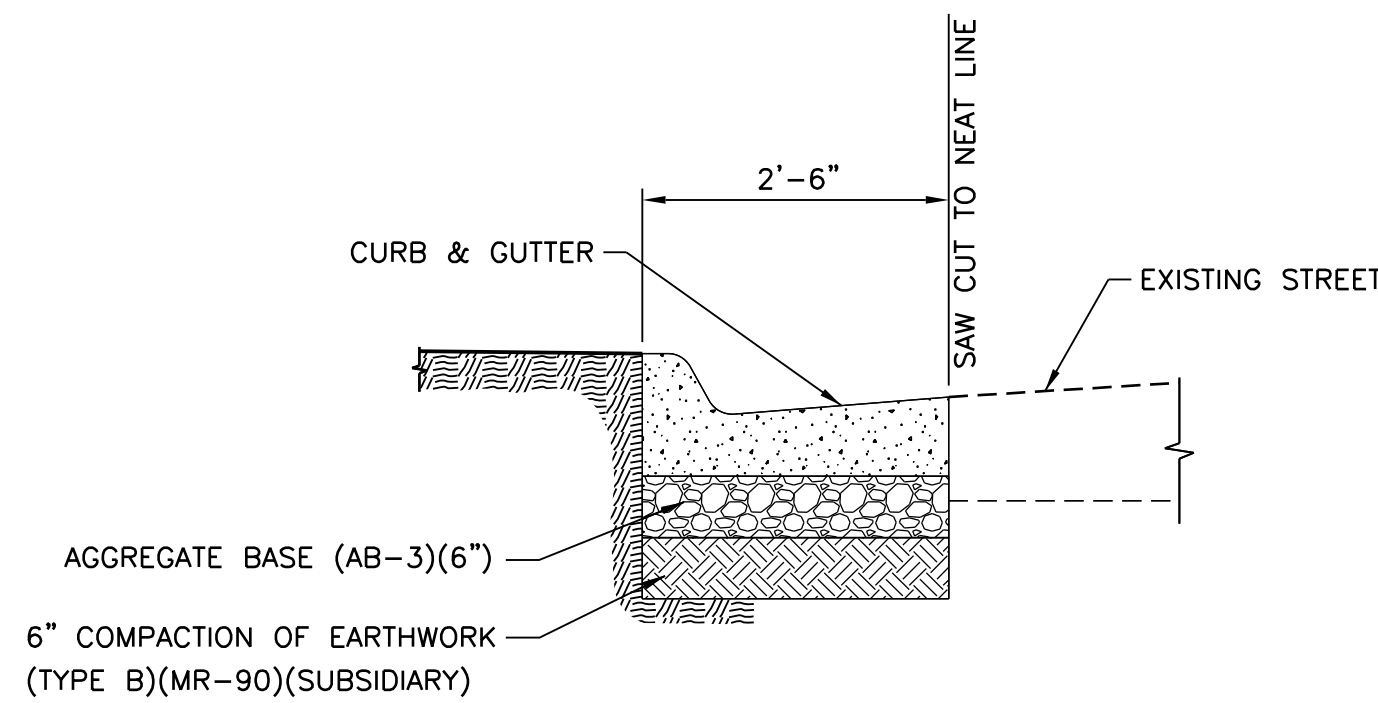
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SHEET 2 OF 36

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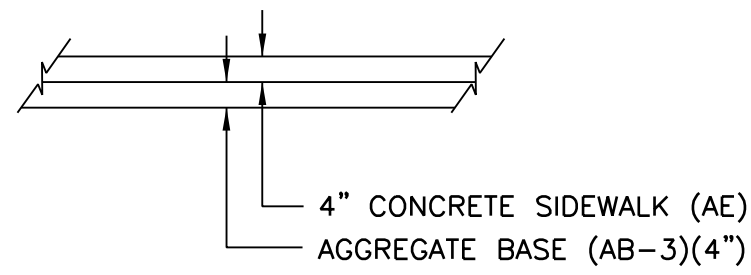


TYPICAL SECTION PARKING LOT



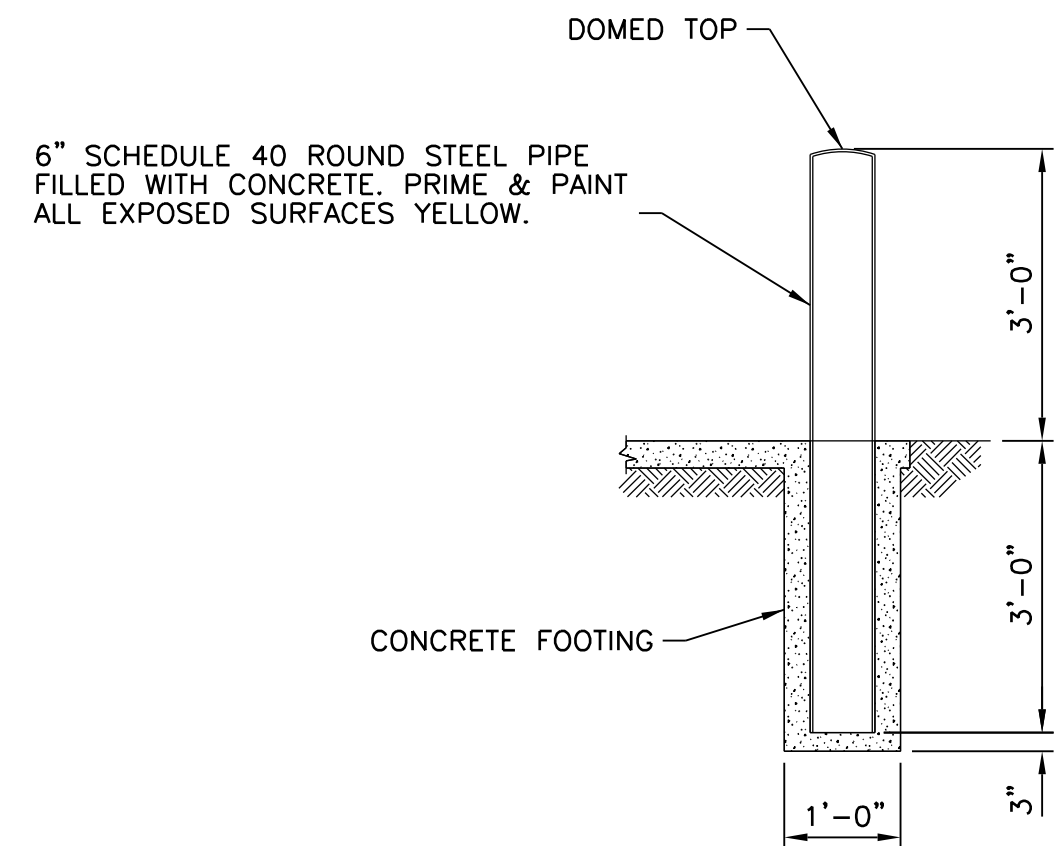
CURB & GUTTER REPLACEMENT DETAIL

N.T.S.



SIDEWALK DETAIL

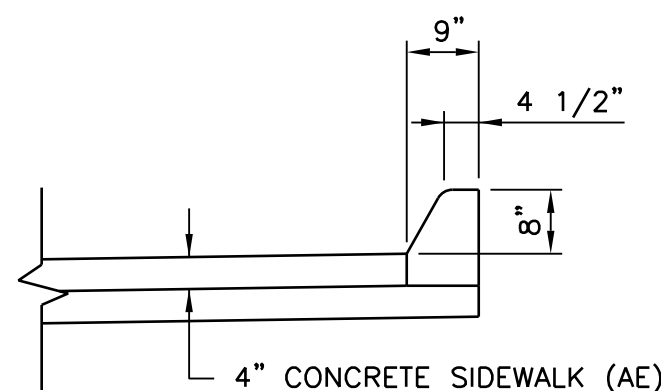
N.T.S.



BOLLARD DETAIL

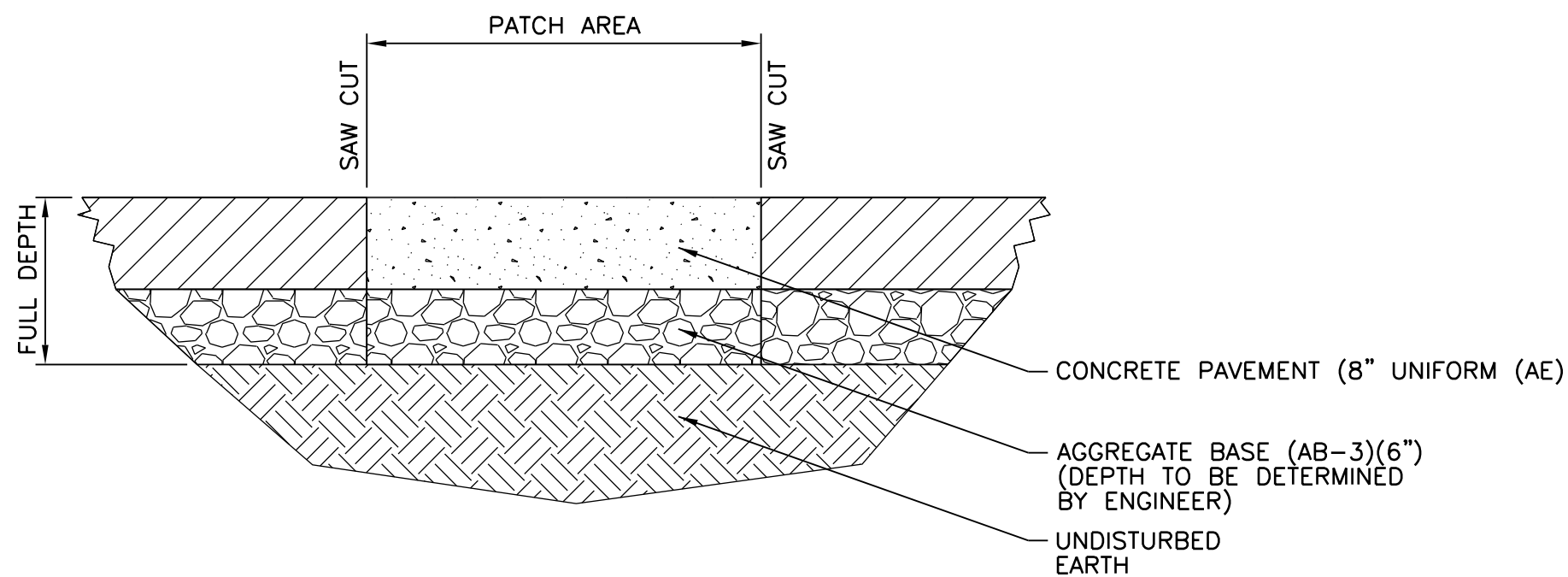
N.T.S.

1. 6" SCHEDULE 40 ROUND STEEL PIPE FILLED WITH CONCRETE. PRIME & PAINT ALL EXPOSED SURFACES YELLOW. DOME TOP OF BOLLARD.
2. BOLLARDS SHALL SPACED SO THEY DO NOT INTERFERE WITH CABINET DOORS. THIS SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
3. ALL WORK ASSOCIATED WITH INSTALLATION, CONSTRUCTION, & FABRICATION OF 6" STEEL BOLLARDS SHALL BE SUBSIDIARY TO THE BID ITEM "BOLLARD (PERMANENT)". THIS SHALL INCLUDE ALL THE TIME, MATERIALS, & EQUIPMENT NECESSARY FOR INSTALLATION & FABRICATION WHETHER SPECIFICALLY MENTIONED OR NOT. CONCRETE FOOTING SHALL BE SUBSIDIARY TO "BOLLARD (PERMANENT)".



9" EDGE CURB DETAIL

9" EDGE CURB SHALL BE PAID FOR BY THE BID ITEM "CURB, EDGE (9")(AE)" AND SHALL INCLUDE ALL WORK, MATERIALS, LABOR AND EQUIPMENT NECESSARY TO COMPLETE THIS WORK. 9" EDGE CURB MAY BE PLACED MONOLITHICALLY WITH SIDEWALK. JOINTS SHALL BE CONTINUED THROUGH EDGE CURB AND NO OTHER PLANES OF WEAKNESS WILL BE REQUIRED. ALL EXPOSED EDGES SHALL BE FINISHED WITH AN EDGING TOOL. EDGE CURB SHALL HAVE A 2.0' TRANSITION FROM SIDEWALK TO FULL CURB HEIGHT AT EACH END.



FULL DEPTH PATCHING DETAIL

N.T.S.

PATCH AREAS WILL VARY
LENGTH AND WIDTH TO BE DETERMINED BY ENGINEER

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3899
FAX: 620-446-9048

CONSULTANTS:

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS



REVISIONS:		DESCRIPTION
MARK	DATE	

PROJ NO: P112230025
SCALE: 1" = 10'
DATE: 12/21/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

SHEET TITLE:

TYPICAL
SECTION

SHEET NO.

3

SHEET 3 OF 36



115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS

REVISIONS:

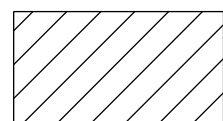
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SHEET NO.

4

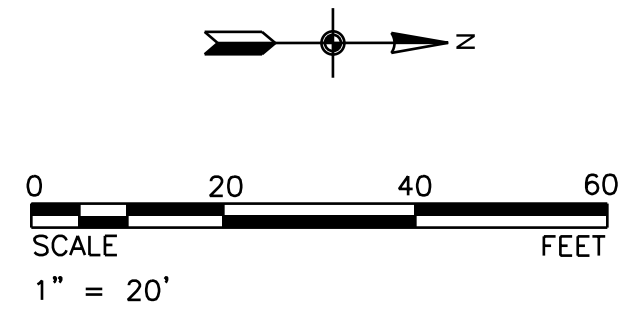
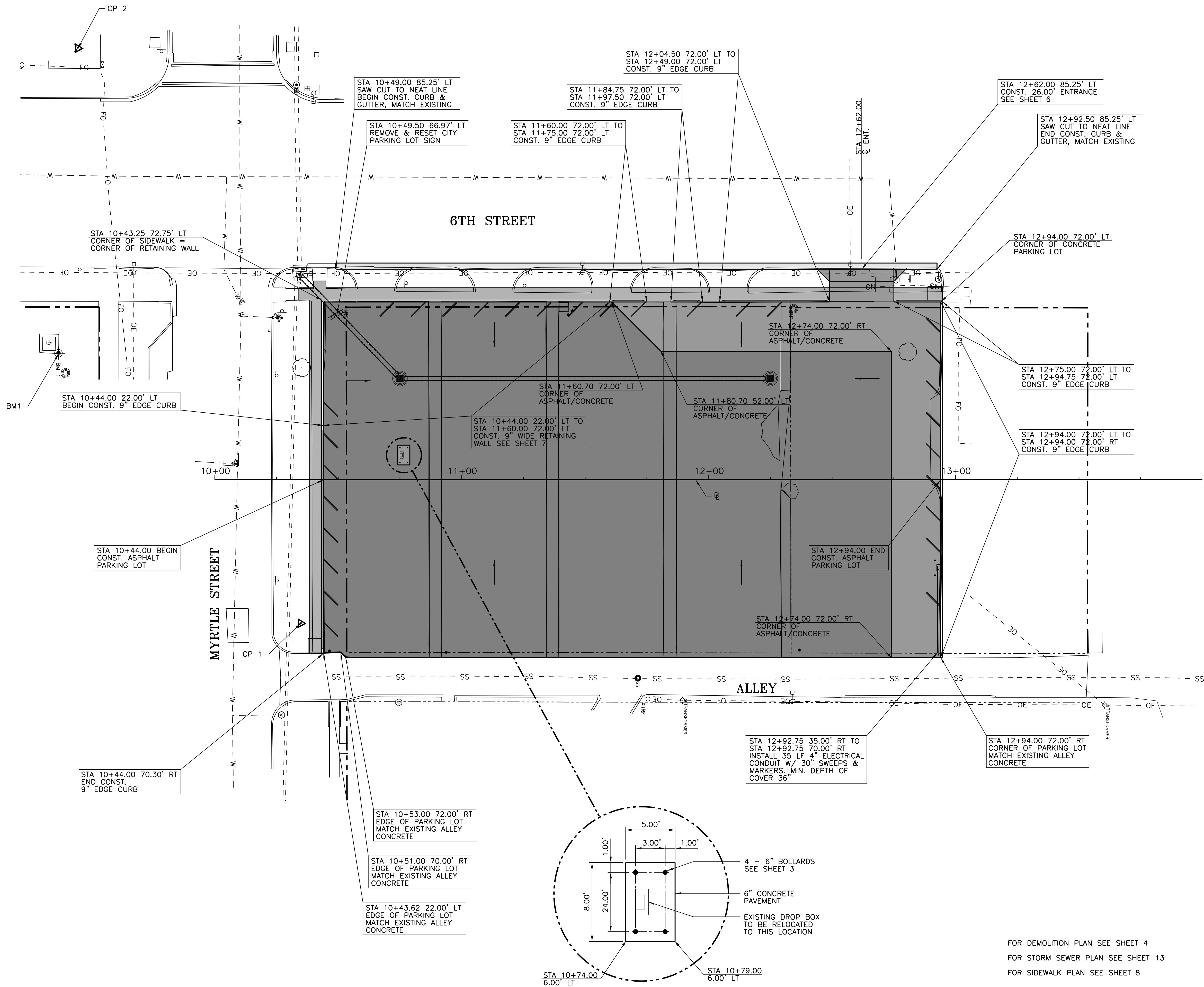
SHEET 4 OF 36

TREE REMOVAL



ROCK EXCAVATION

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LEGEND

- 4" CONCRETE SIDEWALK
- 6" ASPHALT PAVEMENT
- 6" CONCRETE PAVEMENT
- FLOW ARROW

FOR DEMOLITION PLAN SEE SHEET 4
FOR STORM SEWER PLAN SEE SHEET 13
FOR SIDEWALK PLAN SEE SHEET 8

CONSULTANTS:

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS



REVISIONS:

MARK	DATE	DESCRIPTION

SHEET TITLE:

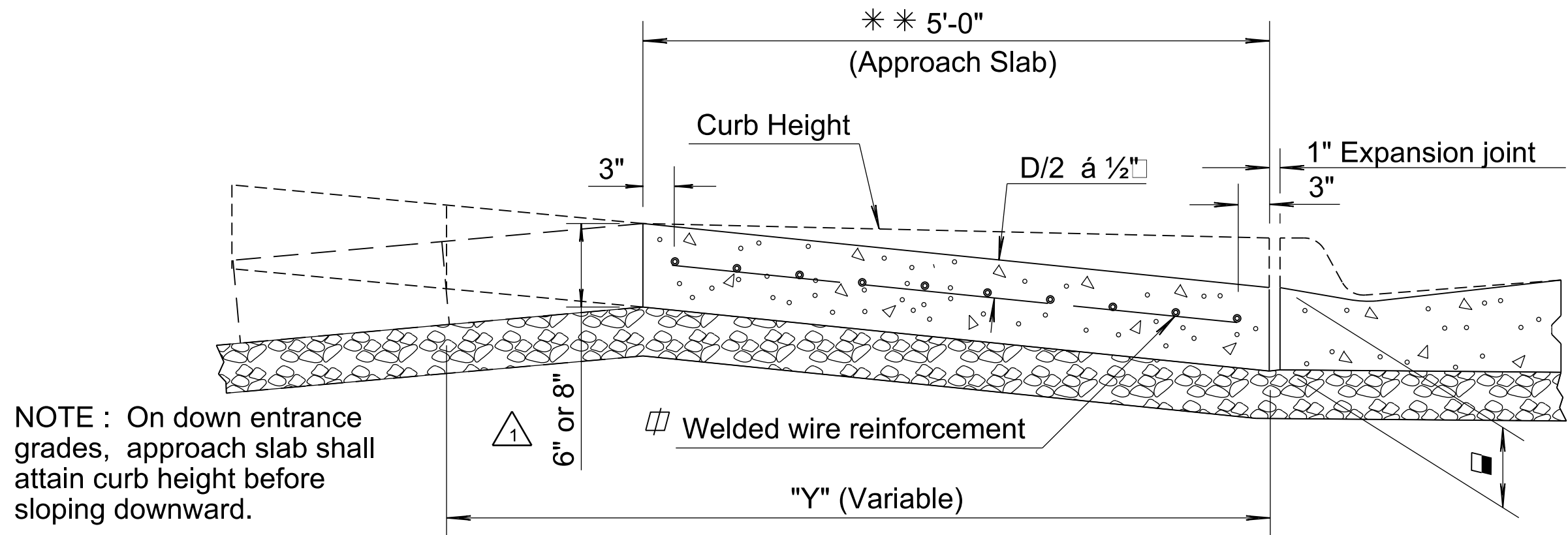
**PARKING LOT
PLAN**

SHEET NO.

5

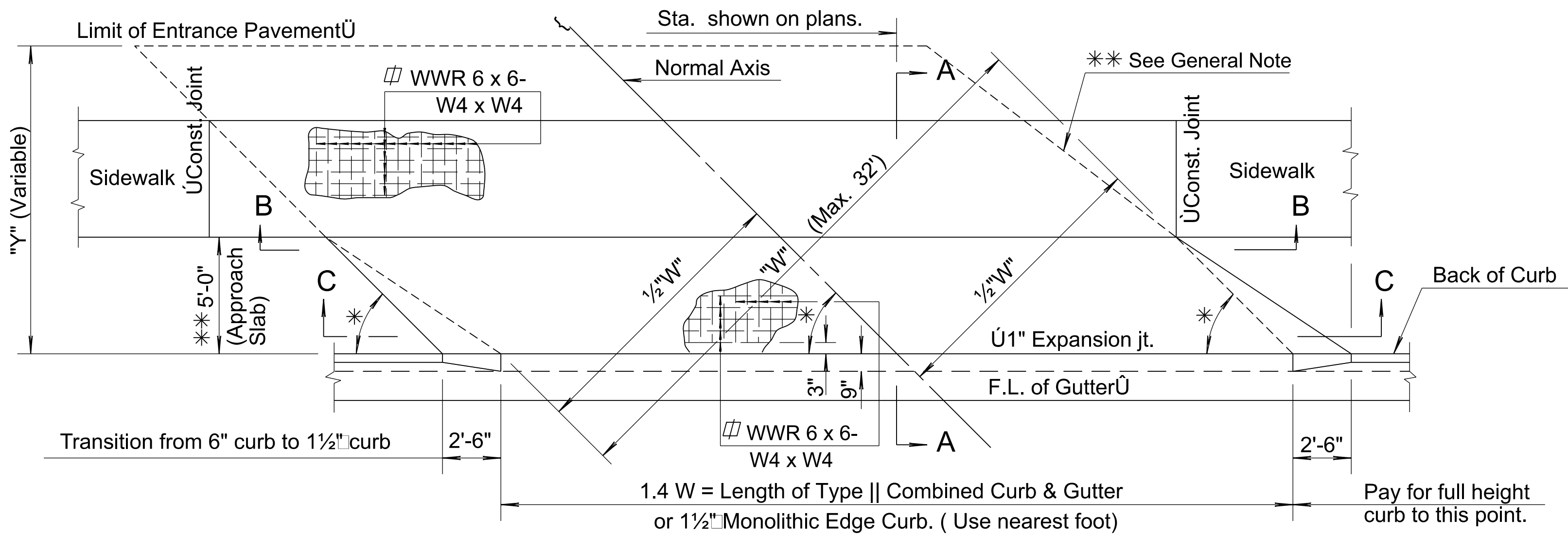
SHEET 5 OF 36

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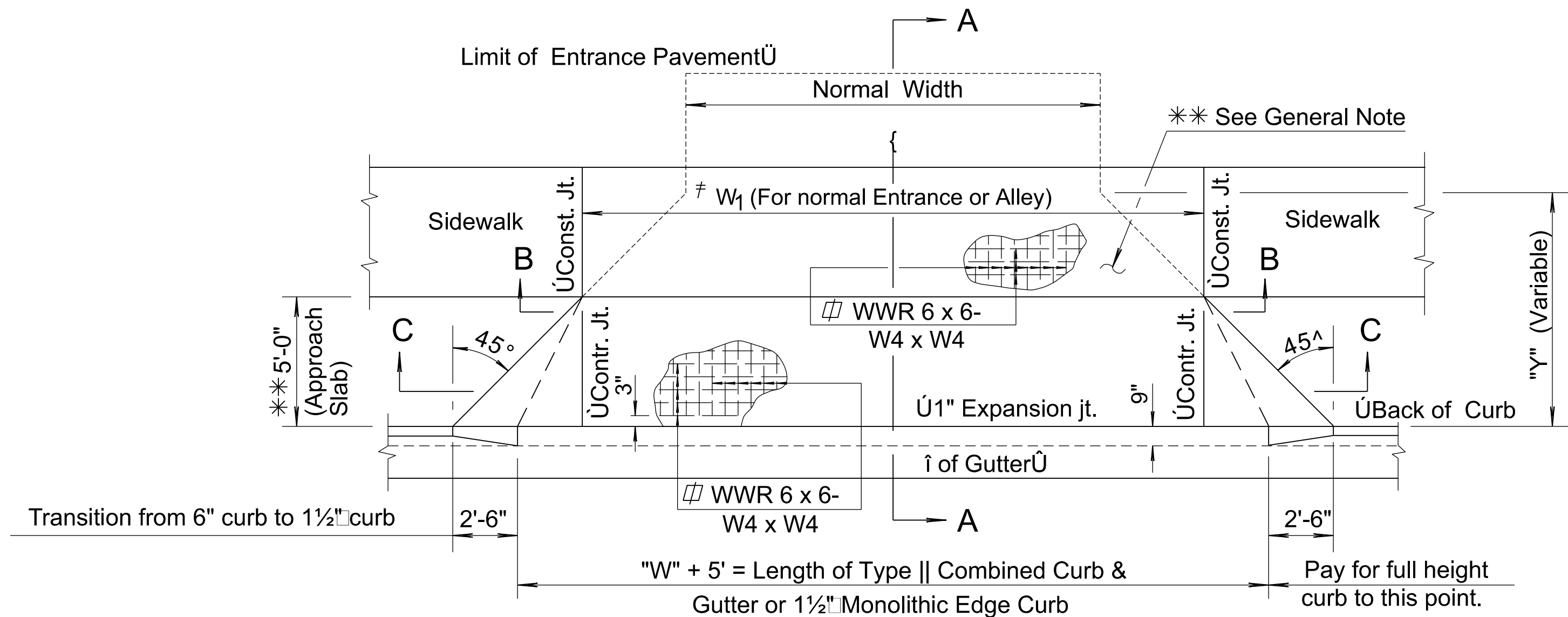


SECTION A-A

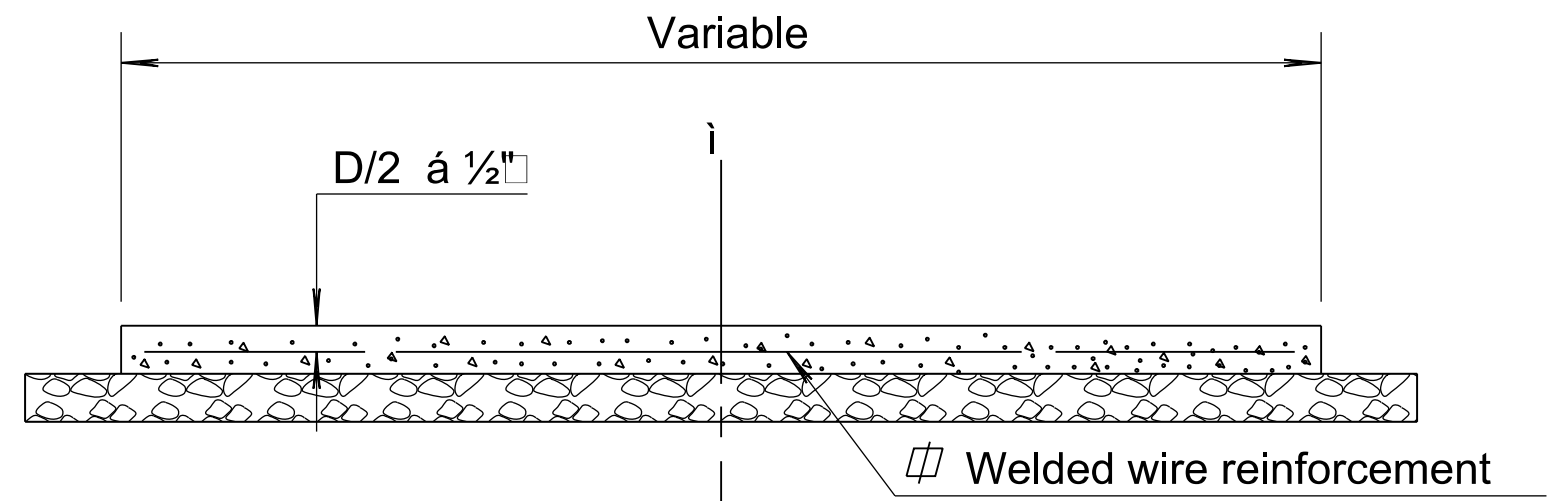
■ Match thickness at back of Type II Curb & Gutter.



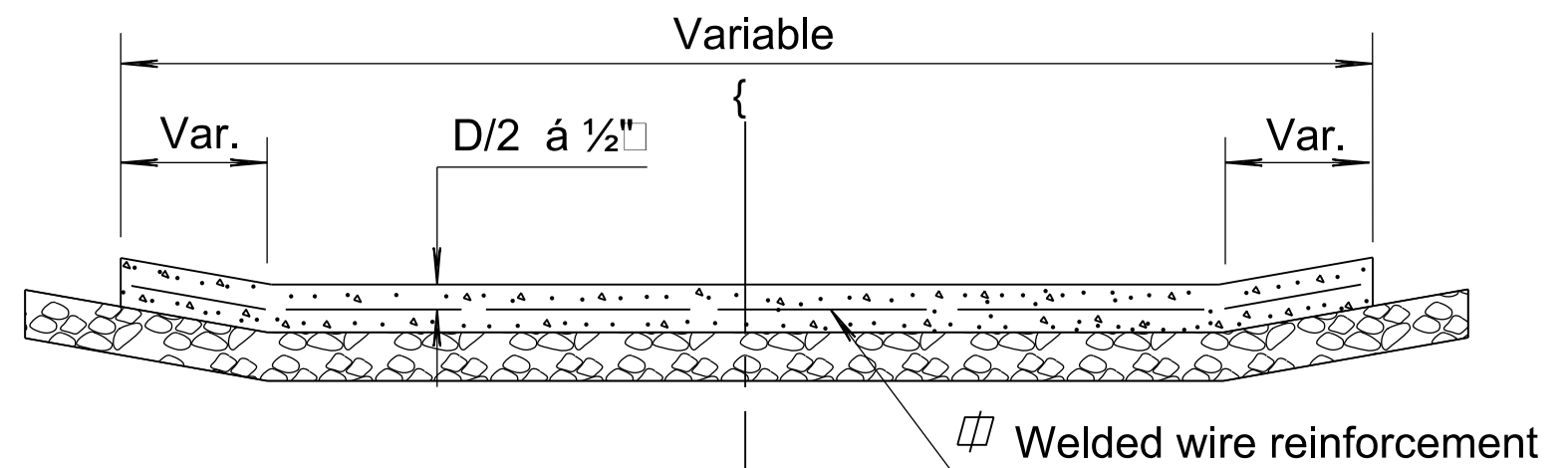
TYPICAL PLAN FOR
SKEWED ENTRANCE PAVEMENT



TYPICAL PLAN FOR
NORMAL ENTRANCE PAVEMENT



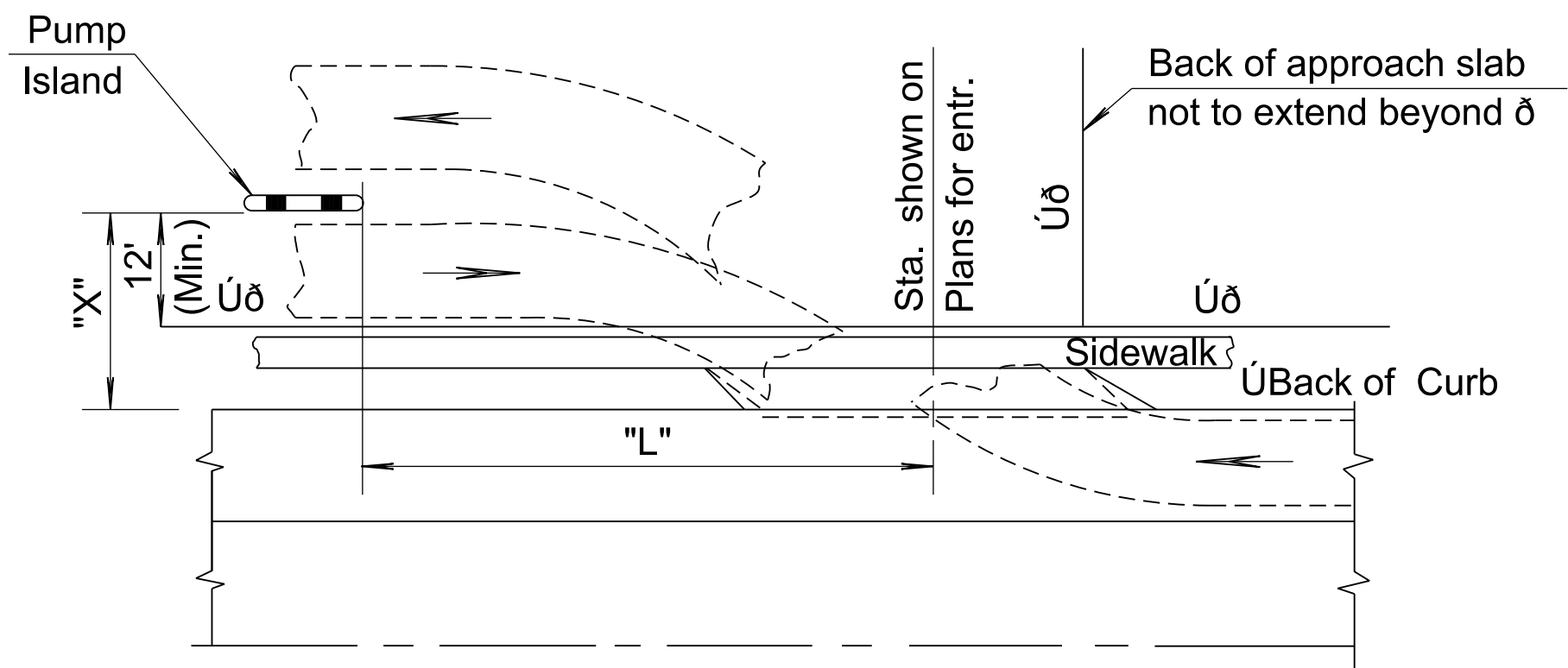
SECTION B-B



SECTION C-C

GENERAL NOTES

- The angles may be varied to fit special conditions.
- Construct entrance approach slab unless otherwise shown.
- Where entrance pavement is required to extend beyond the 5' approach slab, follow the extension lines shown to the limit of dimension "Y". Beyond this limit match normal alley or entrance driveway pavement width. The 5' concrete approach slab is shaped as shown regardless of sidewalk location.
- Use 1" preformed Expansion Joint Filler (Type B or C) for concrete 1" expansion joint.
- Where valley gutter, alley, and/or entrance pavement is the only pavement on the project, Concrete Grade 3.0 (AE) may be used, subgrade paper and joint parting strips are not required.
- Construct a longitudinal tied joint at W/2 on slabs greater than 15' in width. Place joints on wider slabs to help guide vehicles entering and leaving the entrance, minimum joint spacing is 6 feet.
- Use #4 x 2'-0" deformed tie bars @ 12" spacing as an alternate to welded wire fabric through approach slab joints.
- Use chairs for correct vertical placement of welded wire reinforcement and/or tie bars.
- No tie bars or wire reinforcement should extend through the joint of the approach slab into the sidewalk or alley.
- Approx. weight of welded wire reinforcement = 58 lbs. per 100 sq. ft..
- Welded wire can be substituted with a macro fiber.
- See KDOT Standard Specifications for macro fiber and dosage requirements.



TYPICAL LOCATION SKETCH
FOR SKEWED ENTRANCES

Where "X" = 20', then "L" = 55'
Where "X" = 25', then "L" = 60'
Where "X" = 30', then "L" = 65'
Where "X" = 35', then "L" = 68'
Where "X" = 40', then "L" = 70'

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-445-9048

CONSULTANTS:

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS

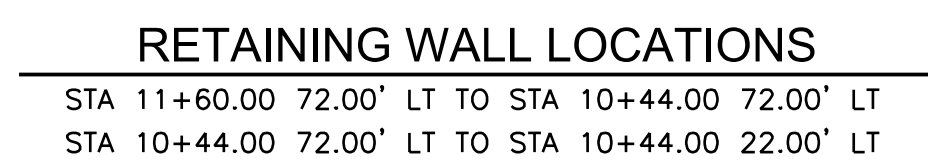


REVISIONS:	MARK	DATE	DESCRIPTION

PROJ NO: P112230025
SCALE: NTS
DATE: 12/21/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

SHEET TITLE:
**ALLEY
&
ENTRANCE
PAVEMENT**

SHEET NO.
6
SHEET 6 OF 36



- | |
|----------------------|
| 4" CONCRETE SIDEWALK |
| 6" ASPHALT PAVEMENT |
| 6" CONCRETE PAVEMENT |

1. CONCRETE GRADE 4.0, CONCRETE GRADE 4.0 (AE), OR THE MIX USED IN CONCRETE PAVEMENT, AT THE CONTRACTOR'S OPTION, SHALL BE USED THROUGHOUT.
2. ALL EXPOSED EDGES SHALL BE FINISHED WITH AN EDGING TOOL.
3. ALL STRUCTURAL STEEL SHALL BE GRADE 60.
4. THE CONTRACTOR SHALL FIELD VERIFY DIMENSIONS OF ALL WAITING WALS PRIOR TO CUTTING AND/OR BENDING REINFORCING STEEL. ADJUSTMENTS SHALL BE MADE IN THE FIELD AS NEEDED AT THE DIRECTION OF THE ENGINEER.

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

CONSULTANTS:

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS

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PROJ NO: P112230025

SCALE: 1"=10'

DATE: 12/21/2023

DESIGNED BY: SDT

DRAWN BY: CLH

CHECKED BY: CCB

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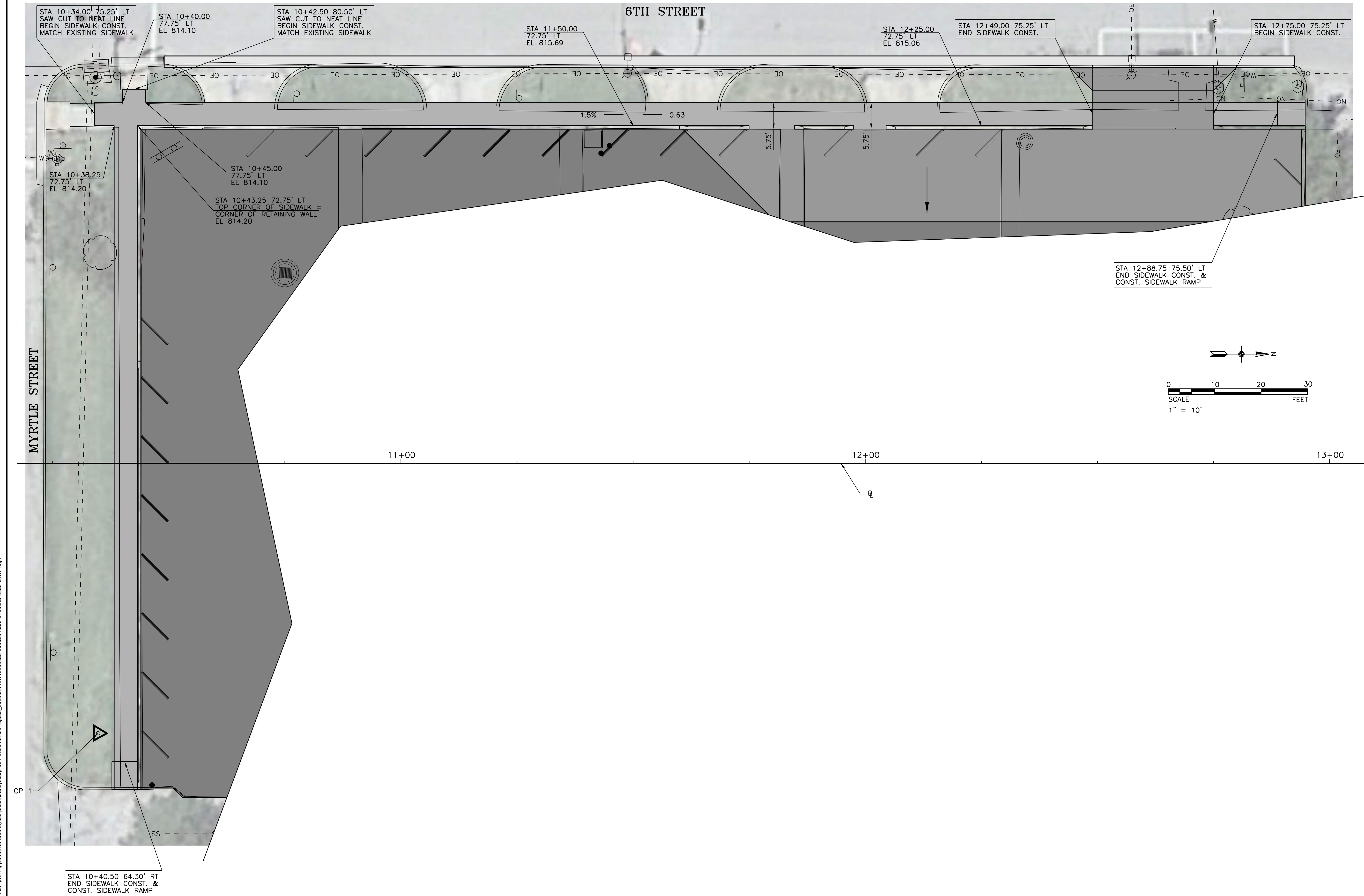
RETAINING WALL DETAIL

SHEET NO.

7

SHEET 7 OF 36

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TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3899
FAX: 620-445-9048

CONSULTANTS:

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS



REVISIONS:

MARK	DATE	DESCRIPTION

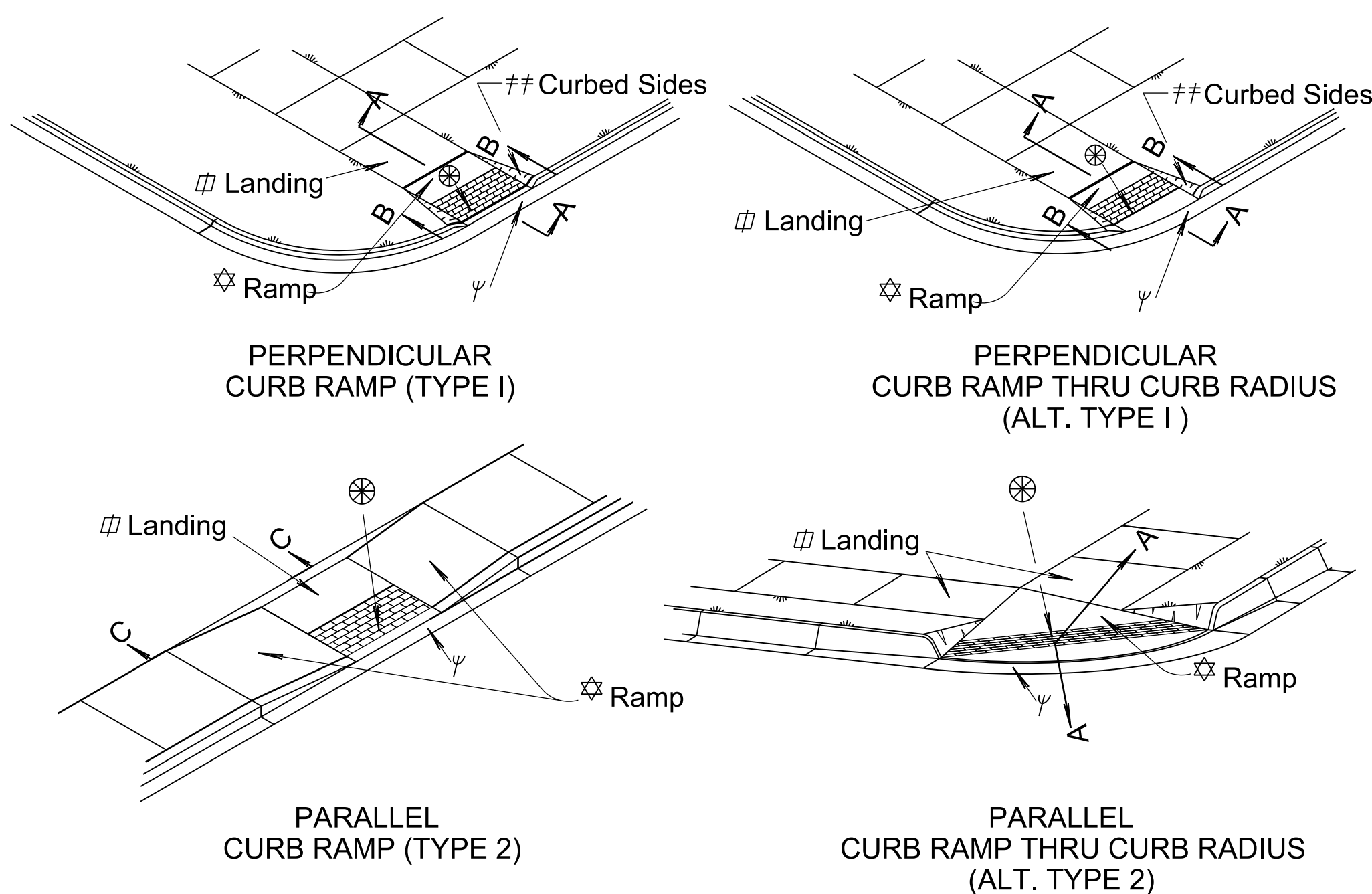
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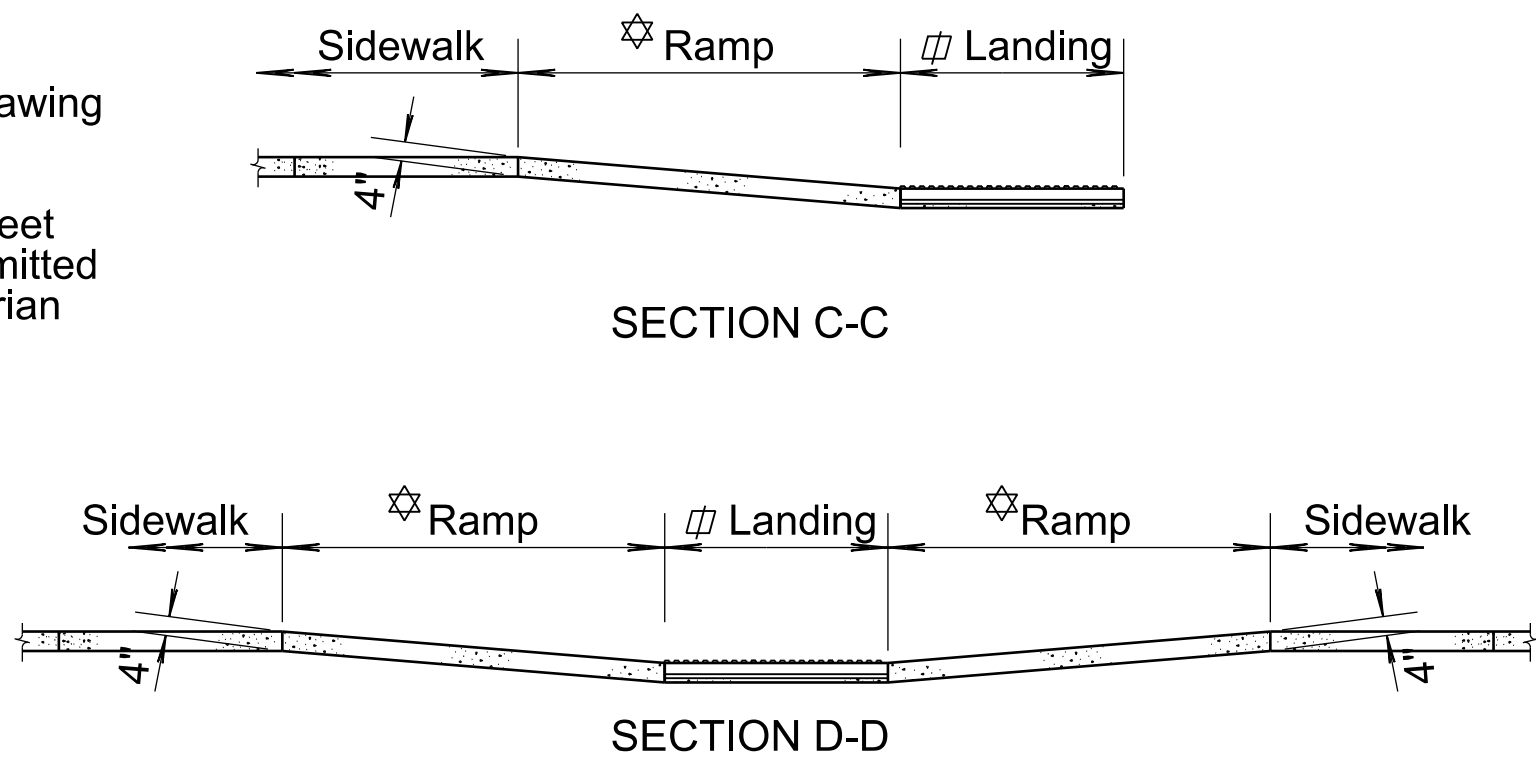
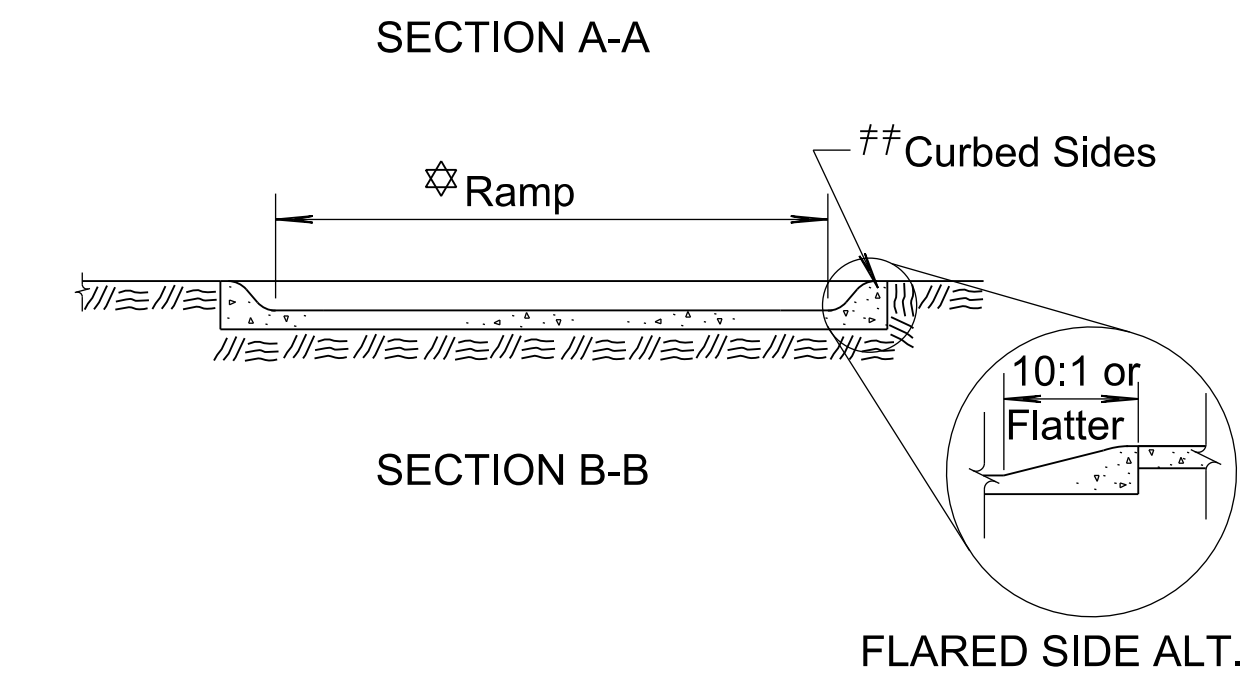
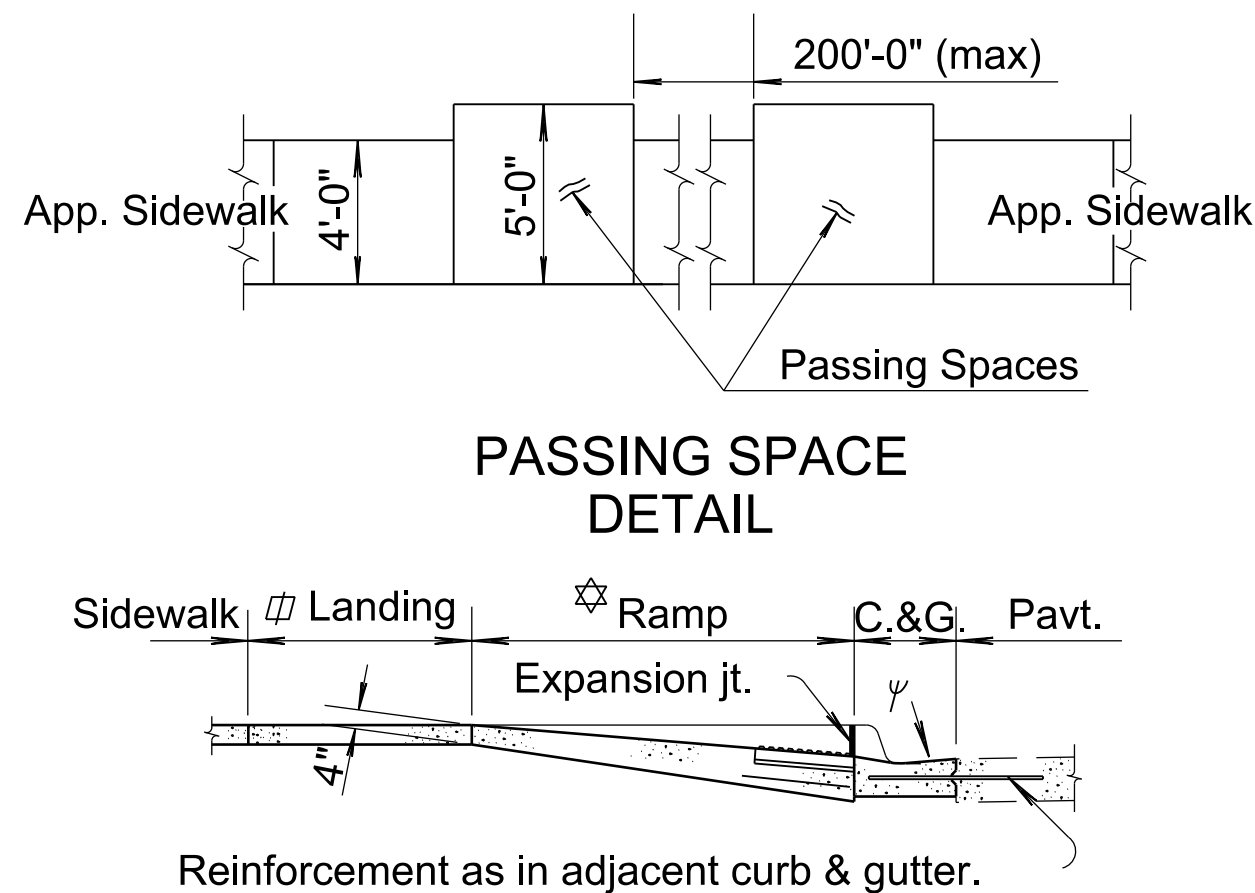
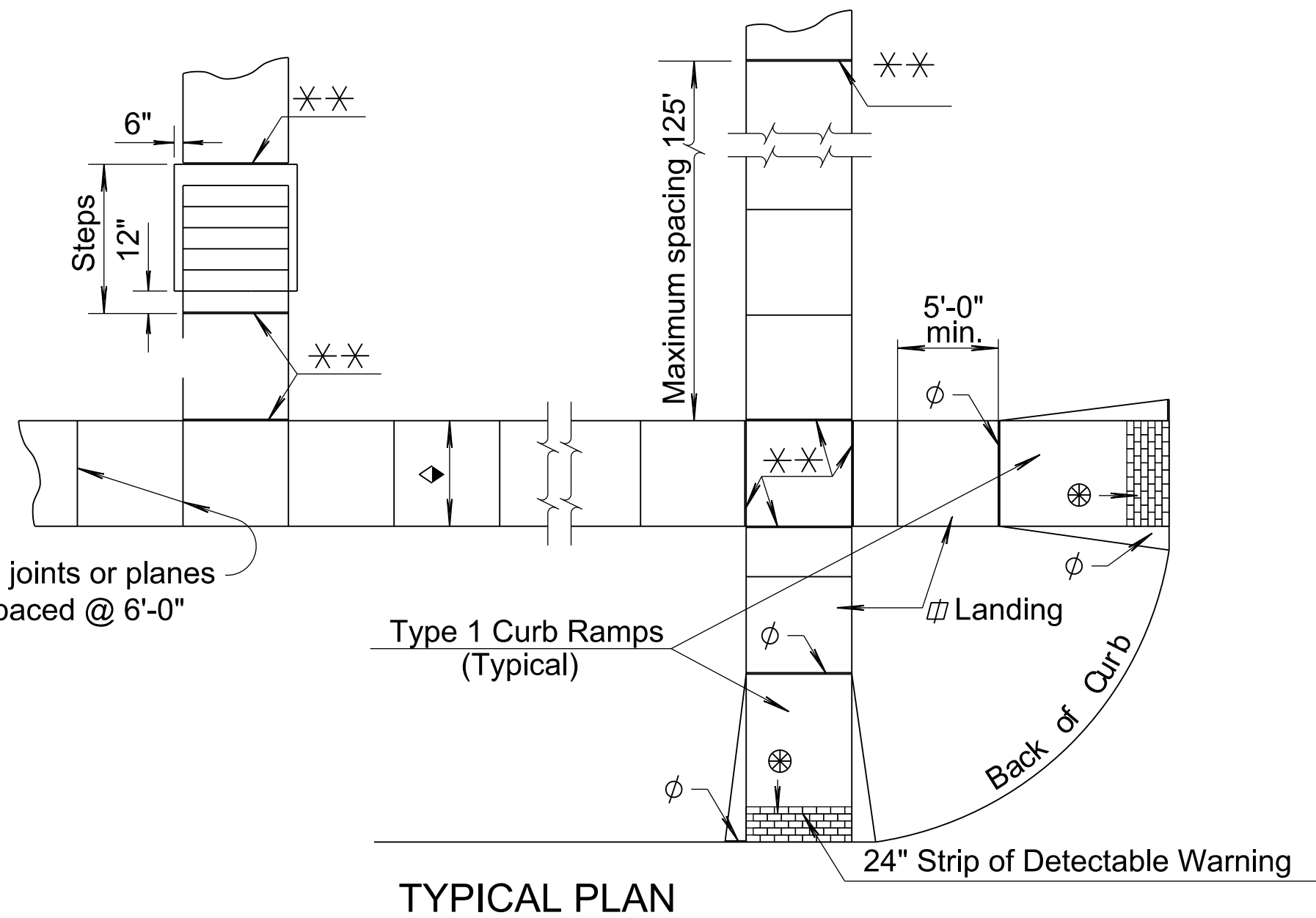
SIDEWALK PLAN

SHEET NO.
8
SHEET 8 OF 36

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Construction joints or planes of weakness spaced @ 6'-0" ctrs. or less.



GENERAL NOTES

Construct sidewalk and ramps in accordance with the current Public Rights of Way Accessibility Guidelines (PROWAG).

The details depicted here may not be appropriate for all locations. Construct to meet this criteria on all roadway alteration projects as defined by the Department of Justice/Department of Transportation Joint Technical Assistance on ADA Title II Requirements. For an existing sidewalk facility where the sidewalk will be replaced, replace sidewalk in accordance with PROWAG.

Details shown on this sheet apply to newly constructed and existing sidewalk and ramps where roadway alteration projects take place. See KDOT's Standard Specifications for additional information.

Provide ramps at all corners of street intersections where there is an existing or proposed sidewalk and curb. Provide curb ramps at mid-block walk locations for hospitals, medical centers, and athletic stadiums.

Locate ramps as shown on the plans or as directed by the Engineer.

Do not place drainage structures in line with ramps except where existing drainage structures are being utilized in the new construction. Ramp locations should take precedence over the location of drainage structures. Where existing manhole access lids are located on ramps within the area of the detectable warnings and the manhole lid cannot be removed or relocated; install a lid with a detectable warning surface in accordance with PROWAG. Limit drainage across ramps where practicable.

Construct ramps with uniform grade free of sags and short grade changes.

Place 3/4" Redwood expansion joints flush with the surface at a maximum spacing of 125'. Place 3/4" Redwood expansion joints at sidewalk junctions, see plan details. Where sidewalk abuts a curb place 3/4" Redwood board expansion joint flush with the surface.

Place 1/2" premolded (Type B or C) joint filler where sidewalk is parallel and adjacent to a rigid surface.

Place sidewalk shown to be constructed in back of an entrance 6" thick with welded wire reinforcement. Gauge and spacing of wires are the same as entrance pavement (See Reinforcement Diagram). The bid item will be "Sidewalk Construction" either with or without air entrainment. Macro fiber reinforcement may be substituted for welded wire. See KDOT's Standard Specifications for additional information. Slope sidewalk toward the street at 2% or flatter. Slope or depress sidewalk where necessary to fit alleys and entrances, see plans for details.

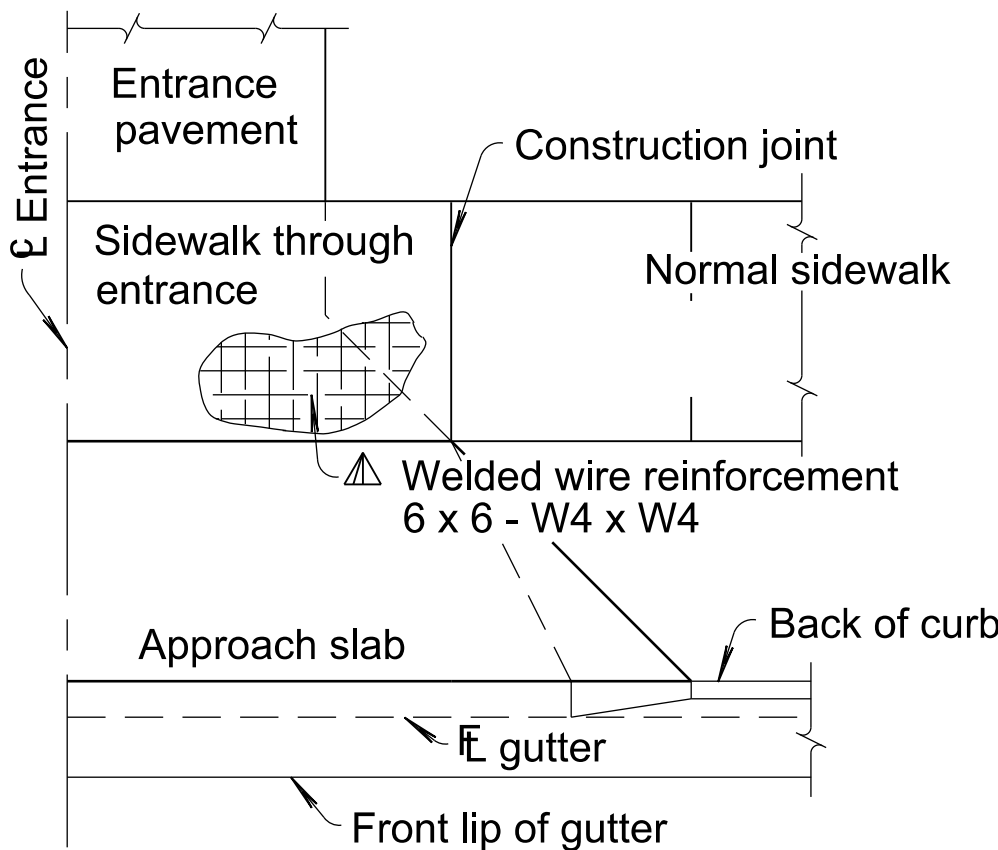
Contractor may opt to use Concrete Grade 3.0 (AE) throughout for construction of steps, but all work and materials are paid for under the bid item "Grade 3.0 Conc. (Misc.)".

All work and materials needed to construct sidewalk will be paid for under the bid item "Sidewalk Construction".

All work and materials needed to construct ramps will be paid for under the bid item "Sidewalk Ramps".

See Standard Drawing RD725A for additional information.

Ramps shall be present at each end of a crosswalk.



CONSULTANTS:

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS



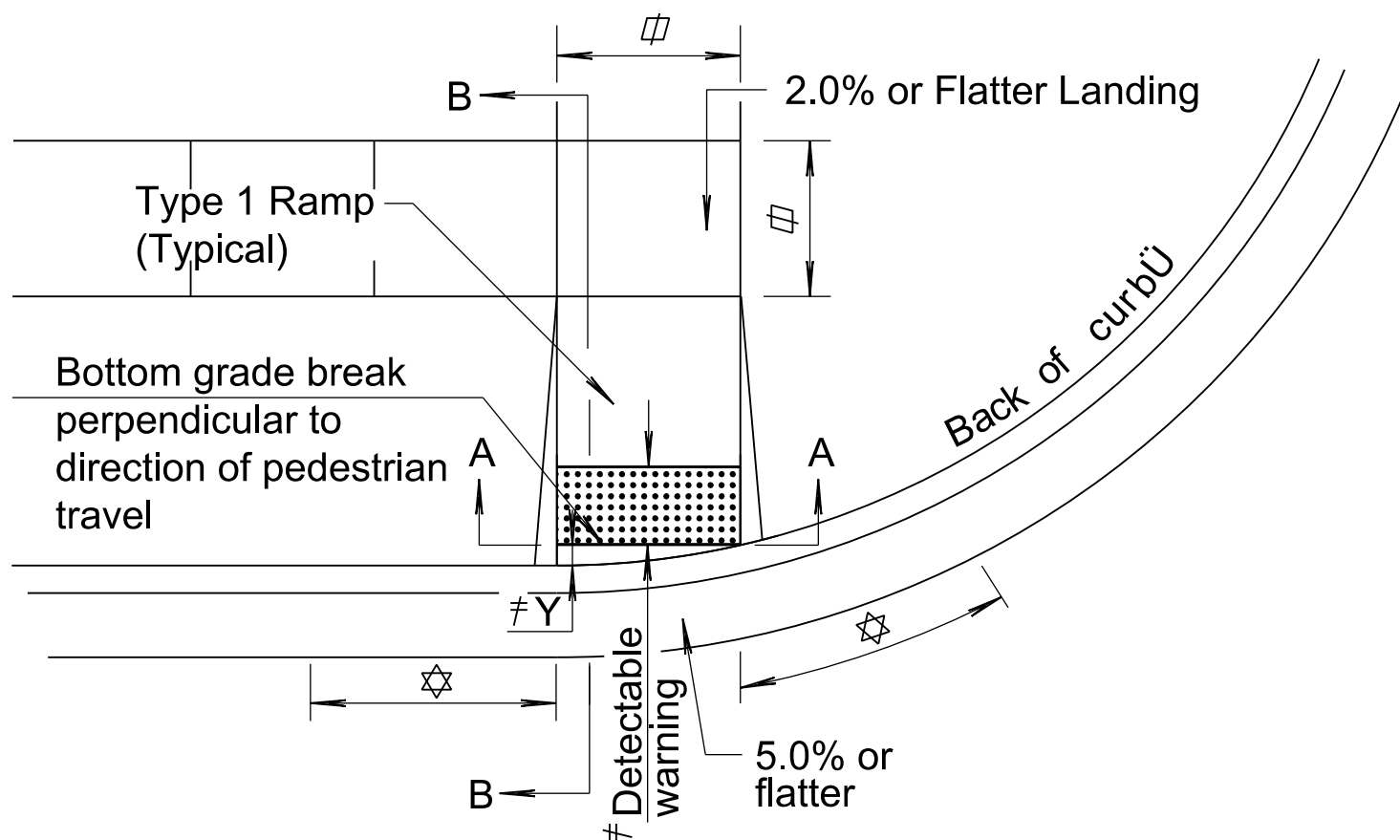
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PROJ NO: P112230025
SCALE: N/A
DATE: 12/21/2023
DESIGNED BY: N/A
DRAWN BY: N/A
CHECKED BY: N/A

SHEET TITLE:
**SIDEWALK,
RAMPS
&
STEPS**

SHEET NO.
9
SHEET 9 OF 36

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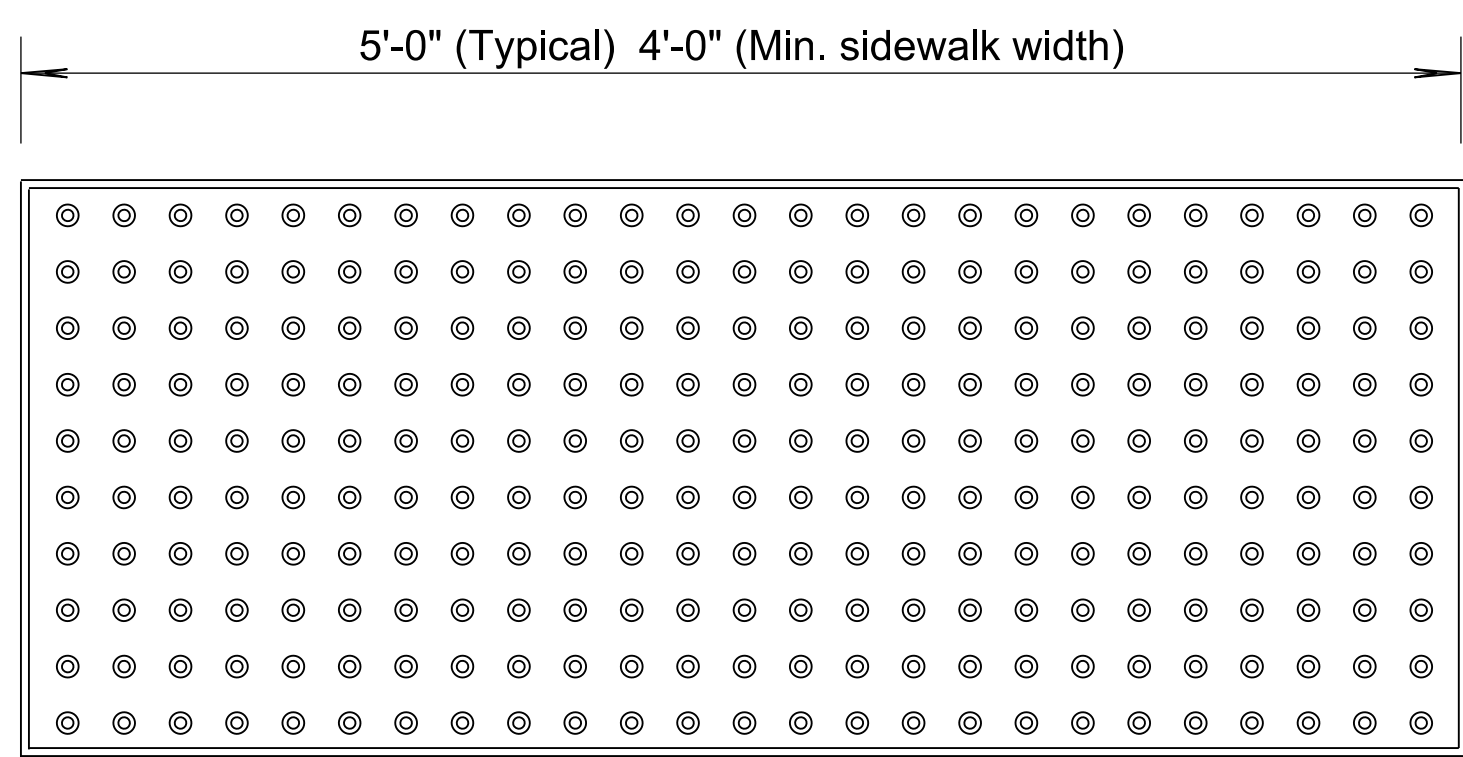


TYPICAL PLAN

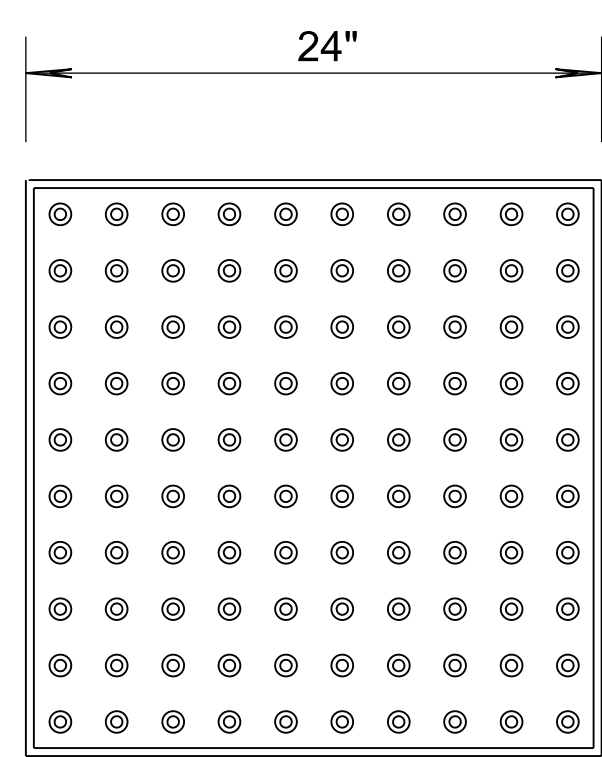
☆ Transition to normal curb and gutter section. Gutter shall be shaped to provide positive drainage.

⌘ See Standard Drawing No. RD725 for additional details.

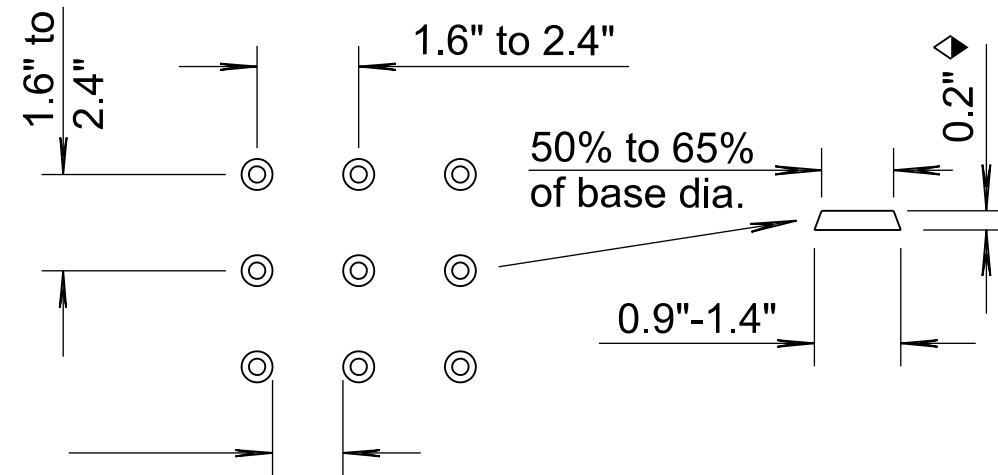
≠ When the dimension "Y" from the back of curb to the bottom ramp grade break is greater than 5'-0" or the ramp is not located through a curb radius, place detectable warning at the back of curb. Otherwise, place detectable warning at the bottom grade break as shown.



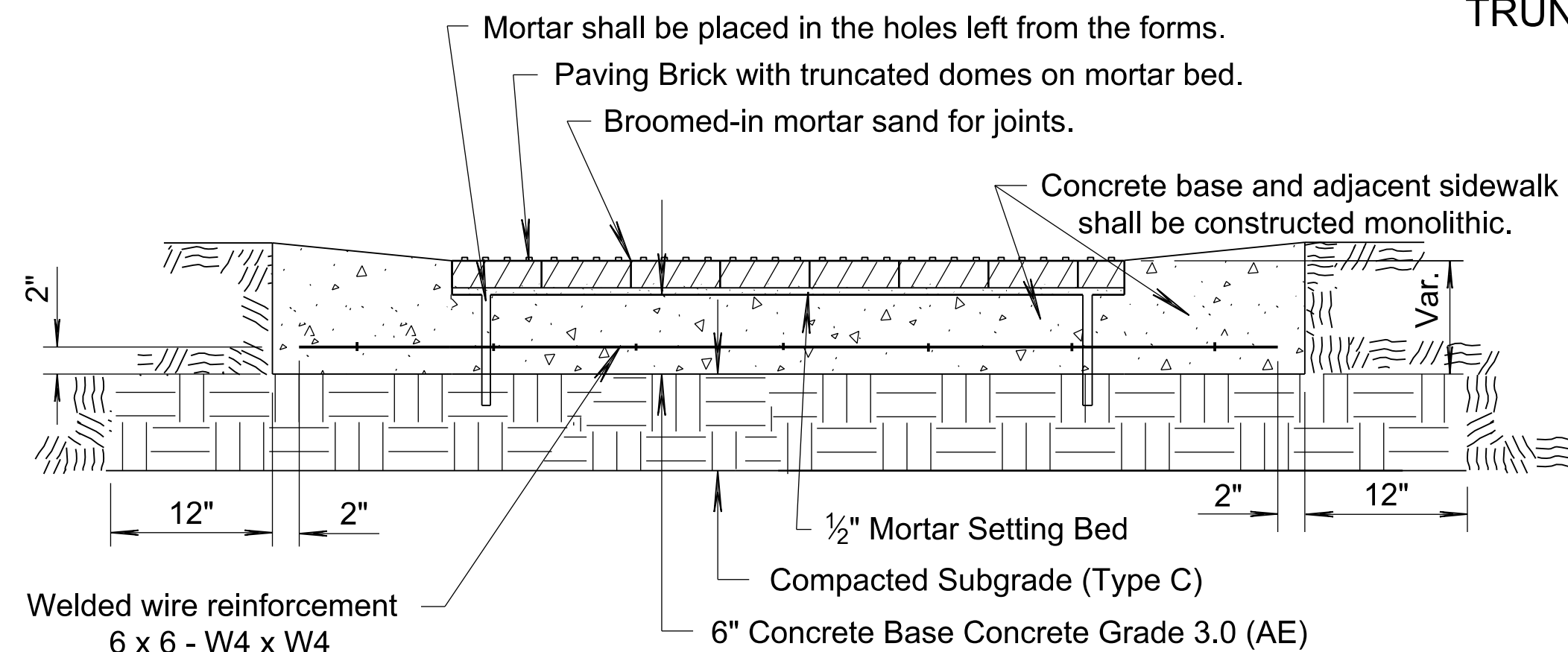
COMPOSITE PANEL with TRUNCATED DOMES



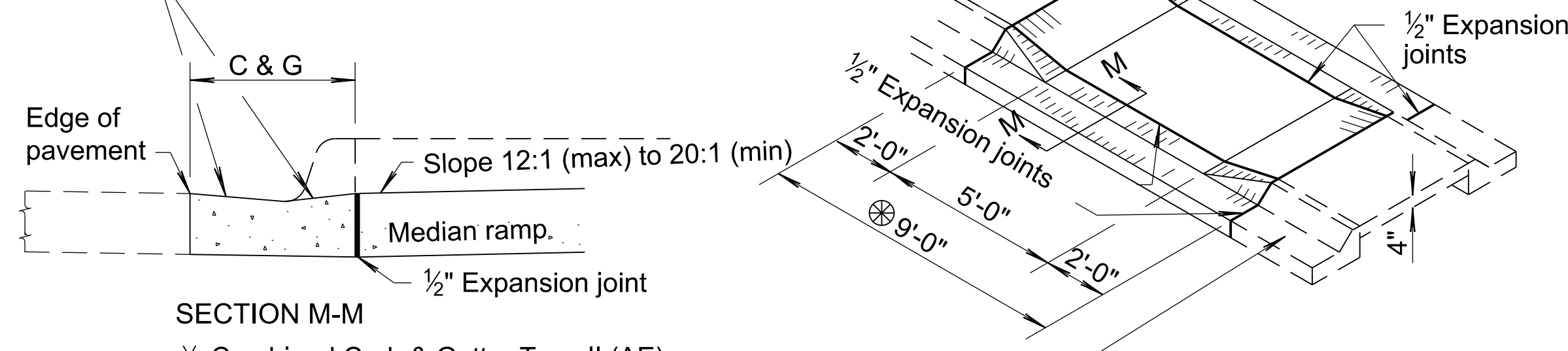
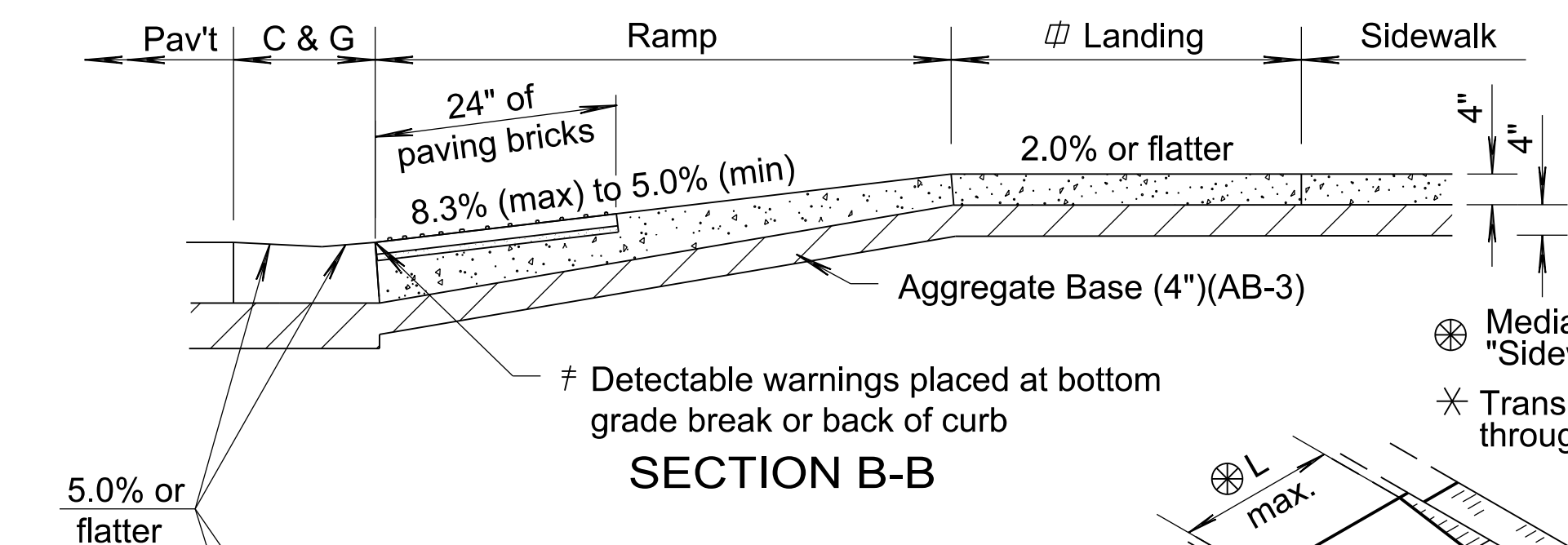
PRESTRESSED RAMP PANEL with TRUNCATED DOME SURFACE



TRUNCATED DOME DIMENSIONS for SQUARE PATTERN (Parallel Alignment)

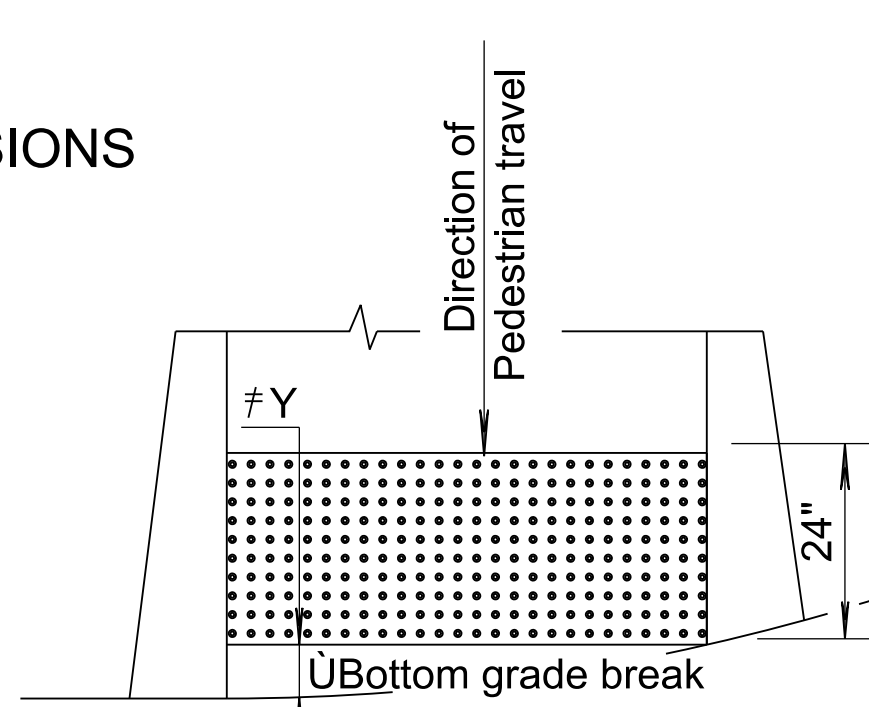


TYPICAL SECTION OF PAVER BRICK - SECTION A-A



NARROW MEDIAN RAMP CROSSING (L < 6'-0")

Note: A Median Ramp Crossing shall be constructed at Crosswalk locations. Do not install detectable warnings on narrow median ramp crossings.



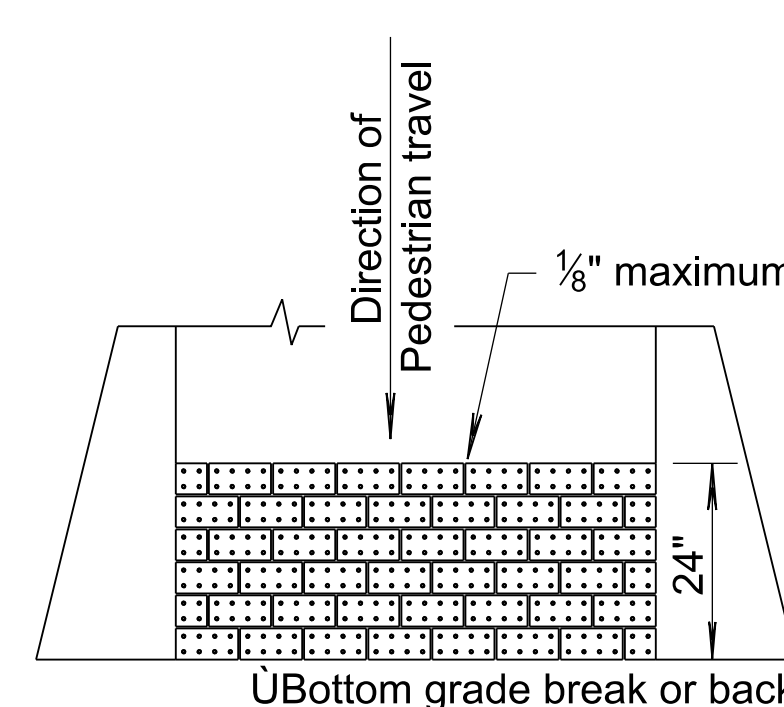
CURB RADIUS DETAILS

Cut Prestressed Ramp Panels to fit.

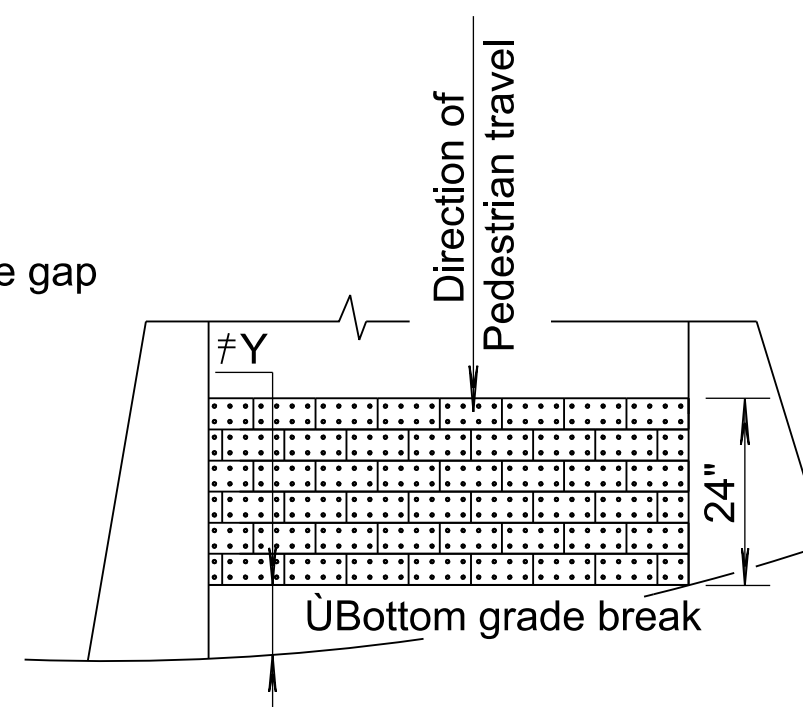
Installation shown for paving brick is running bond, use of other patterns is allowed with Engineer approval. Rotation 90° of Running Bond pattern is allowed to reduce space between bricks on curb radius installation, keep this space to a minimum. Place truncated domes on bricks in parallel alignment to pedestrian travel as shown.

Curb radius or greater than 5' ramp width will require more than one panel as approved by the Engineer. Limit number of panels installed at each site. Layouts shown are for example and may vary in the field.

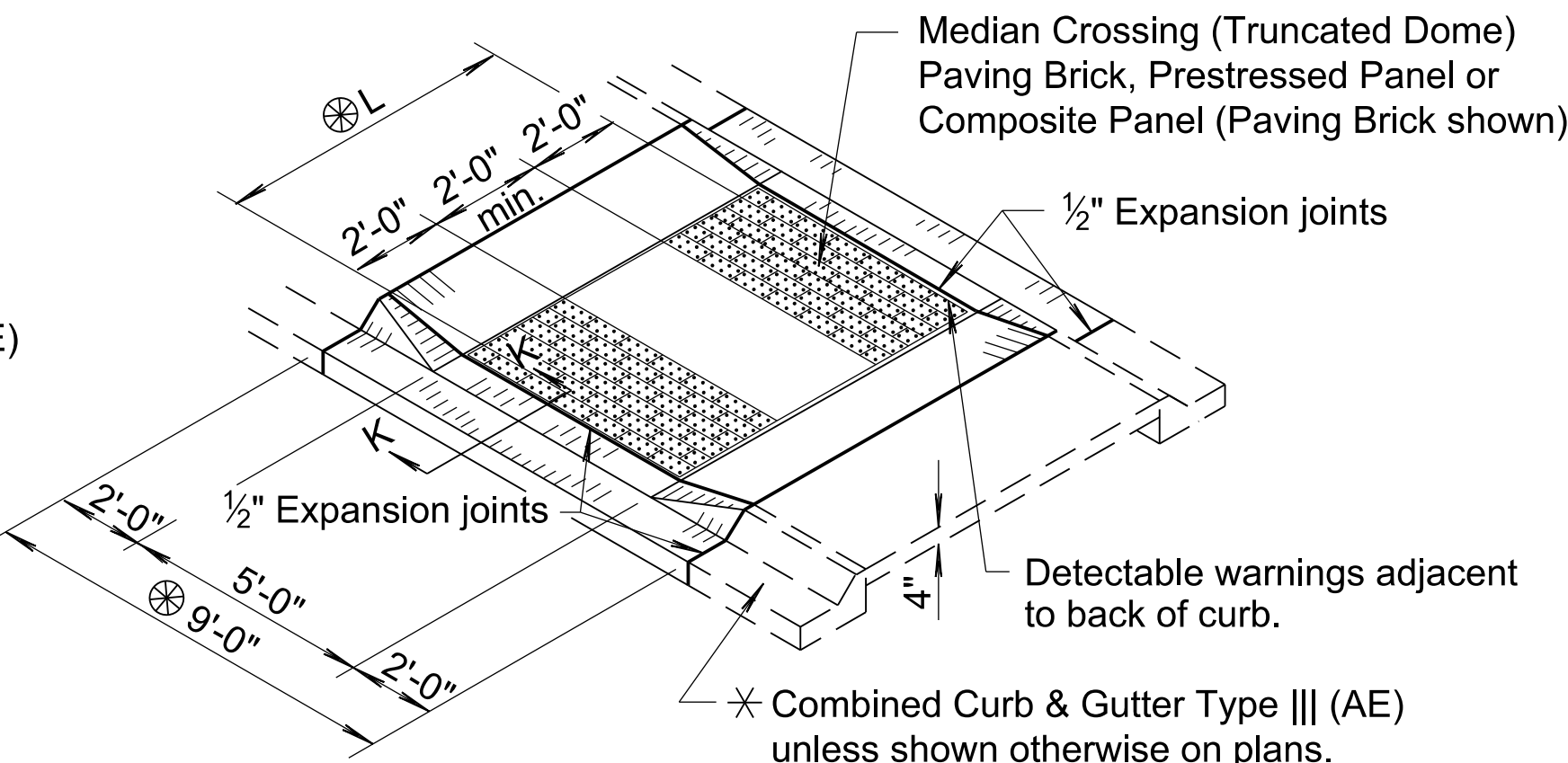
Acceptable with no mixing of types within an installation.



STRAIGHT CURB DETAILS

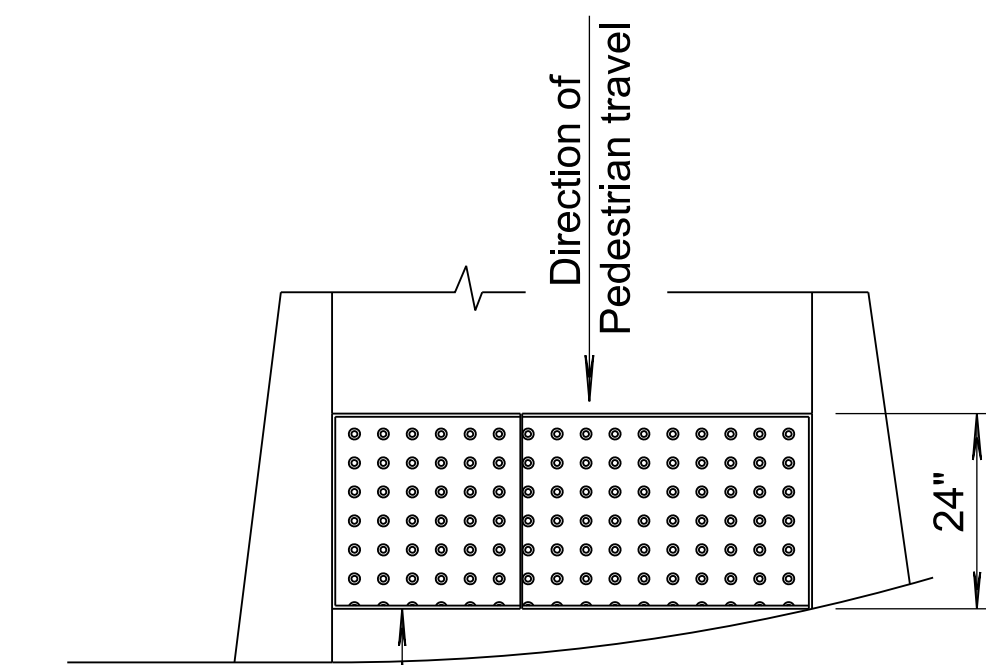


CURB RADIUS DETAILS



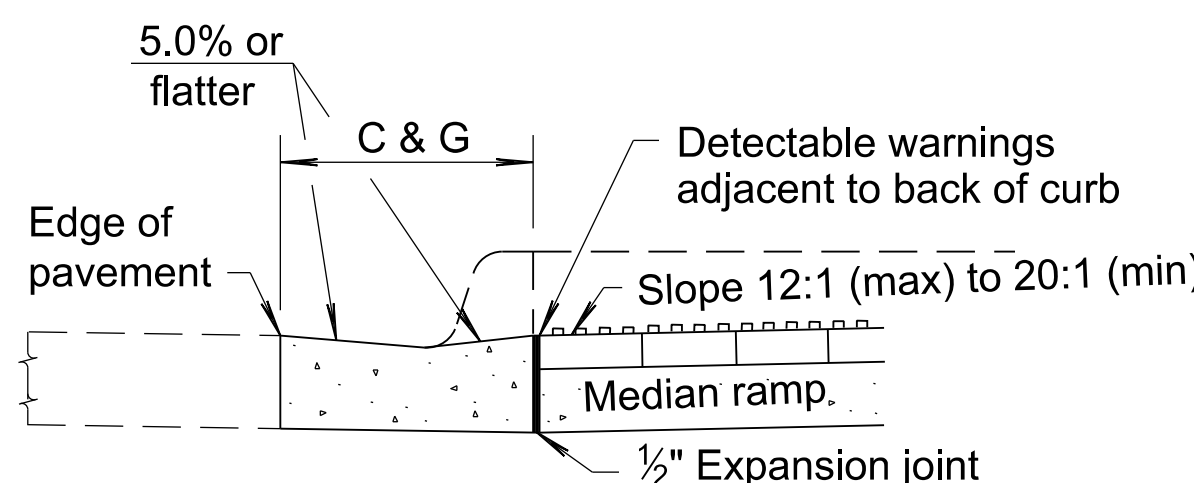
WIDE MEDIAN RAMP CROSSING (L ≥ 6'-0")

Note: A Median Ramp Crossing shall be constructed at Crosswalk locations. Wider median islands will result in a 2' minimum gap between the detectable warning areas.



CURB RADIUS DETAILS (COMPOSITE)

Where truncated domes are placed through a curb radius, cut radius from 3'-0" long composite panel.



SECTION K-K

GENERAL NOTES
Construct sidewalk and ramps in accordance with the current Public Rights of Way Accessibility Guidelines (PROWAG).

Details depicted here may not be appropriate for all locations. Design to meet this criteria on all roadway alteration projects as defined by the Department of Justice/Department of Transportation Joint Technical Assistance on ADA Title II Requirements. For an existing sidewalk facility where the sidewalk will be replaced, replace sidewalk according to this drawing to the maximum extent feasible.

Install detectable warning surfaces at all ramp locations unless otherwise shown. Do not install detectable warning surfaces through residential driveway crossing locations. Use Paving Brick, Prestressed or Composite Panel (Truncated Dome Surface) units that meet the requirements of the Standard Specifications and comply with PROWAG. Use a contrasting color paving brick or panel to adjacent surfaces. Where existing manhole access lids are located on ramps within the area of the detectable warnings and the manhole lid cannot be removed or relocated, install a lid with a detectable warning surface in accordance with PROWAG.

Cover the ramp width and 24" length with truncated dome surface. Saw cut (only) bricks or panels with not less than 25% of a full brick or panel installed. Place Truncated Dome Bricks or Panels to align parallel in the direction of pedestrian travel unless otherwise shown in the plans.

Prestressed or Composite Panels are installed in fresh concrete, Paver Bricks require mortar bed and mortar sand, see KDOT's Standard Specifications for information.

All work and materials needed to install detectable warnings will be paid for under the bid item "Sidewalk Ramps (Detectable Warning)".

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3899
FAX: 620-446-9048

CONSULTANTS:

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS



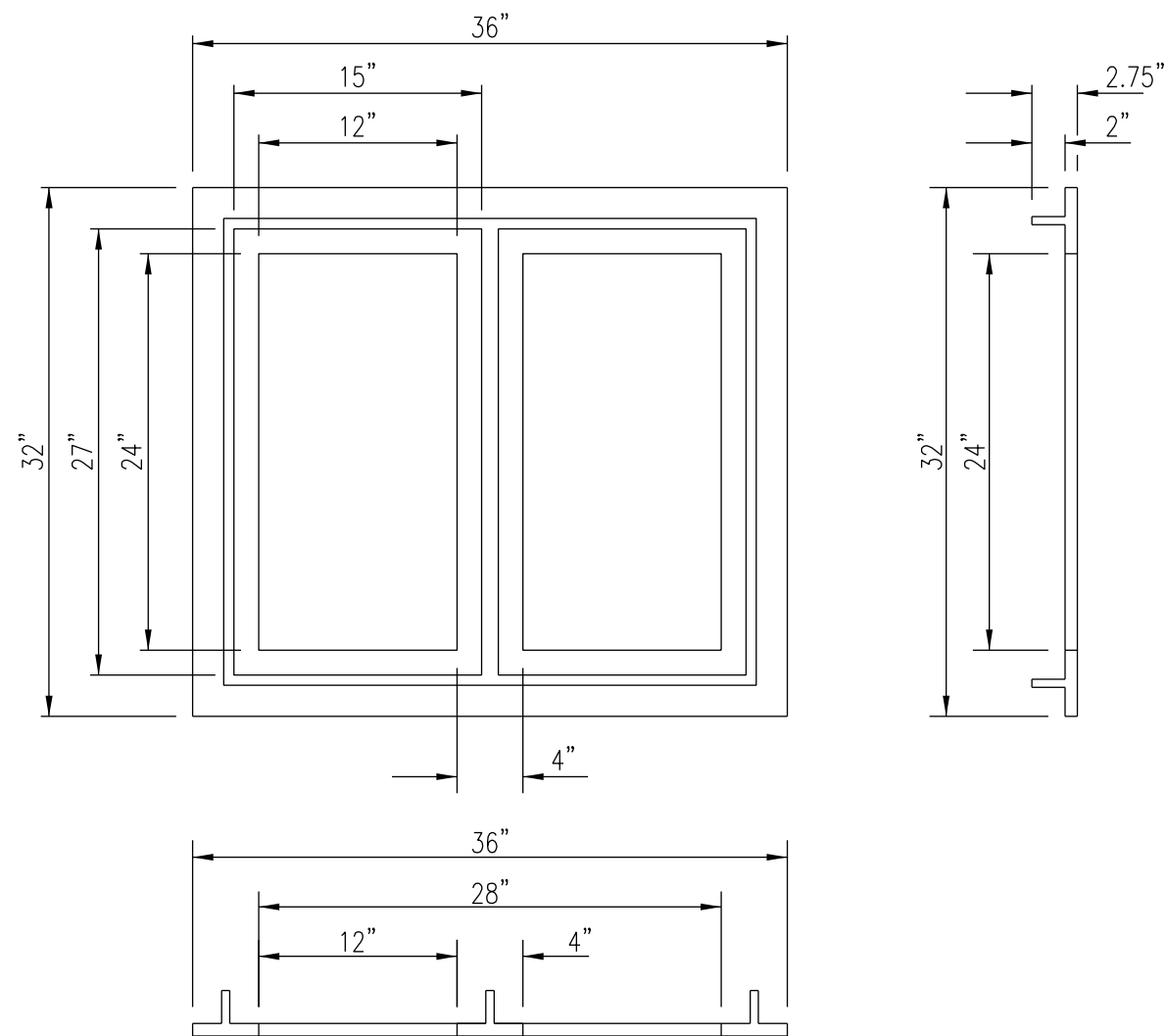
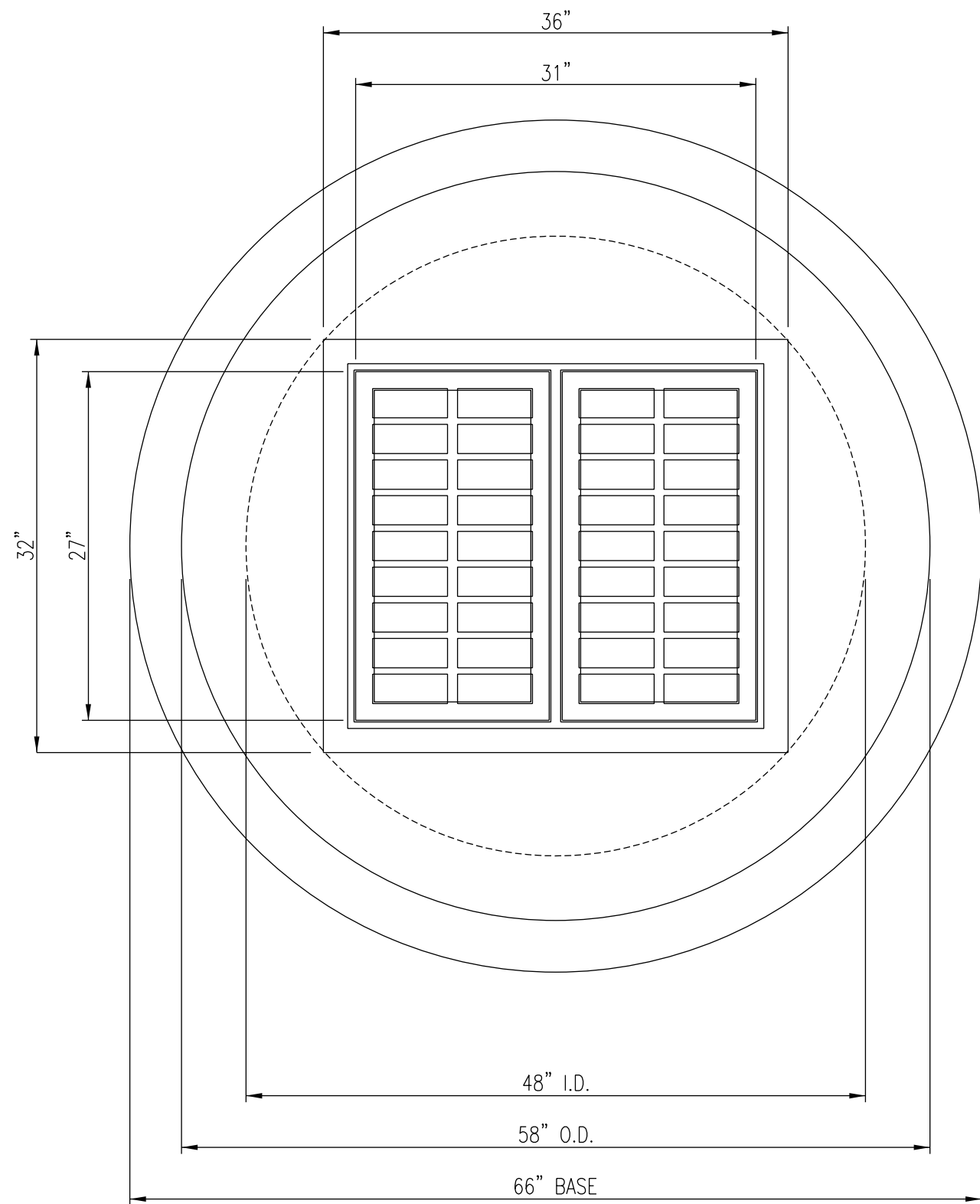
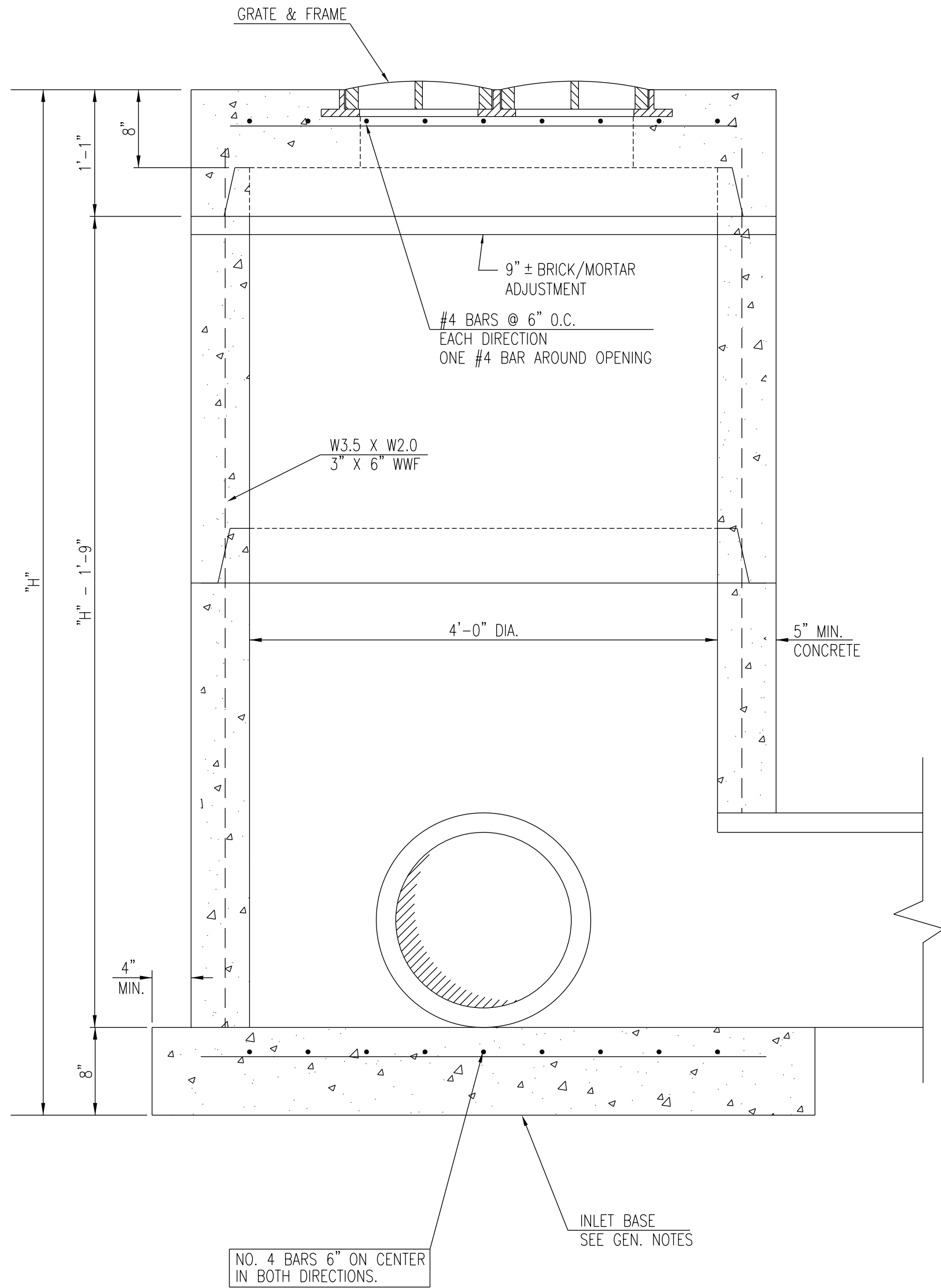
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PROJ NO: P112230025
SCALE: N/A
DATE: 12/21/2023
DESIGNED BY: N/A
DRAWN BY: N/A
CHECKED BY: N/A

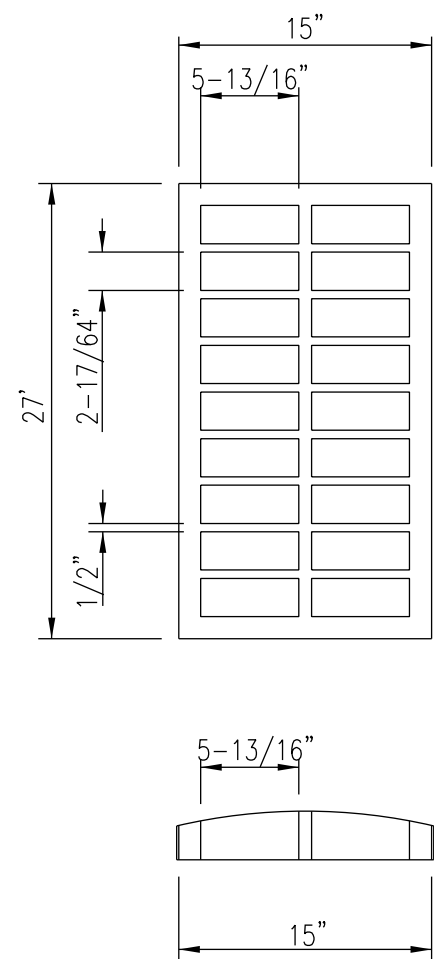
SHEET TITLE:
AUXILIARY DETAILS
FOR SIDEWALK
&
STEPS

SHEET NO.
10
SHEET 10 OF 36

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CATCH BASIN INLET GRATE & FRAME



GENERAL NOTES

Use Concrete Grade 3.0 throughout. All exposed edges shall be finished with an edging tool. At the contractors option Concrete Grade 3.0 (AE) or mix used in concrete pavement may be used throughout. In general, pipes will enter and leave manhole at various positions. Where possible bend bars around pipes. Floor of manhole to be shaped as shown in various "EXAMPLES" with unreinforced Concrete Grade 3.0. Manhole opening and steps, where used, shall be placed to afford easy access to top of shaped invert. Top reinforcing bars to be adjusted accordingly. All castings shall be gray iron and shall comply with the KDOT Standard Specifications. When so ordered by the Engineer, the top of the manhole shall be sloped slightly to approximately fit the ground line or other conditions. Dimensions and weights of cast iron as shown on this sheet are minimum. Larger dimensions and/or heavier weights of cast iron may be used. Steps shall be installed in all storm sewer inlets when specified in the plans or when "H" is equal to or greater than six feet. Steps shall comply with the KDOT Standard Specification. No reduction in concrete quantities shall be made for pipe openings. No addition in concrete quantities shall be made for shaping floor of inlet. The weight of castings includes no allowance for fillets and overruns. All reinforcing steel shall be #4 at 6" centers except where noted. Minimum clear distance to reinforcement shall be 1 1/2". This manhole shall not be used under pavement.

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FAX: 620-445-9048

CONSULTANTS:

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS



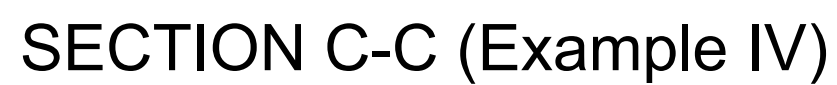
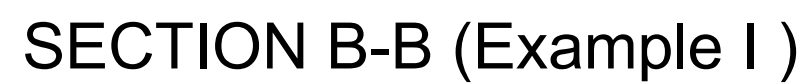
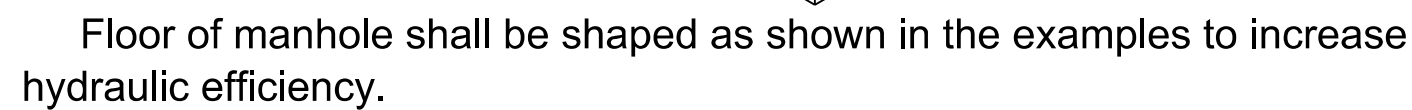
REVISIONS:		DESCRIPTION	
MARK	DATE	DESCRIPTION	

PROJ NO: P112230025
SCALE: NTS
DATE: 12/21/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

SHEET TITLE:

AREA
INLET

SHEET NO.
11
SHEET 11 OF 36



Ø Steps shall be uniformly spaced. Spacing shall be 12" minimum and 16½" maximum.



◆ Where dimension "L" or "W" is greater than 6'-0" use 8" slab thickness.



(Type A Ring= 192 lbs., Type B Ring= 198 lbs.)

HEAVY TYPE MANHOLE COVER AND RING

Note: Either Type A or Type B may be used.

* LIGHT TYPE
MANHOLE COVER & RING

* Rings with four equally spaced lugs will be permitted.

CONSULTANTS:

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS

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PROJ NO: P112230025

SCALE: NTS

DATE: 12/21/2023

DESIGNED BY: S

DRAWN BY: CLF

CHECKED BY: C

SHEET TITLE:

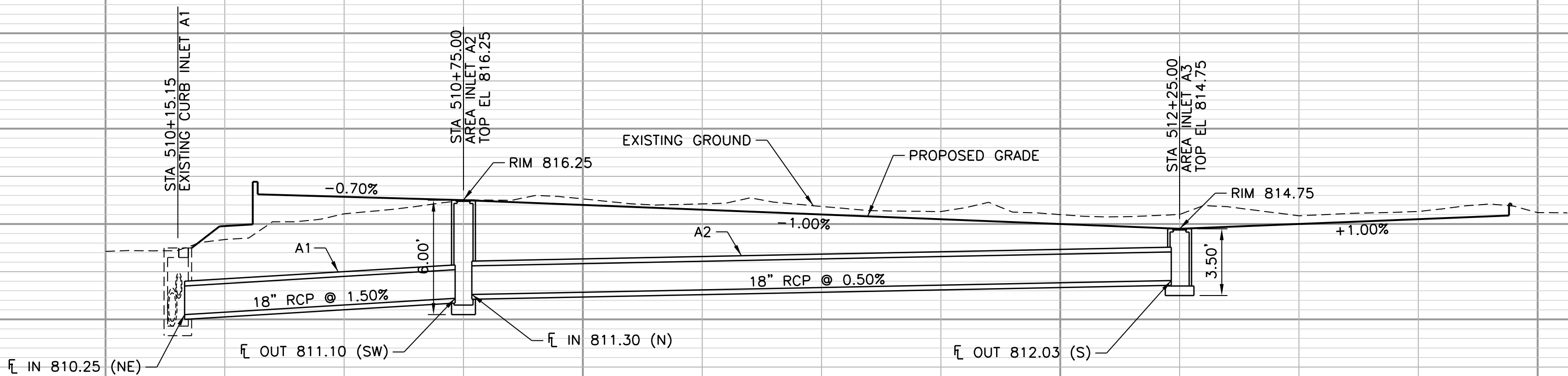
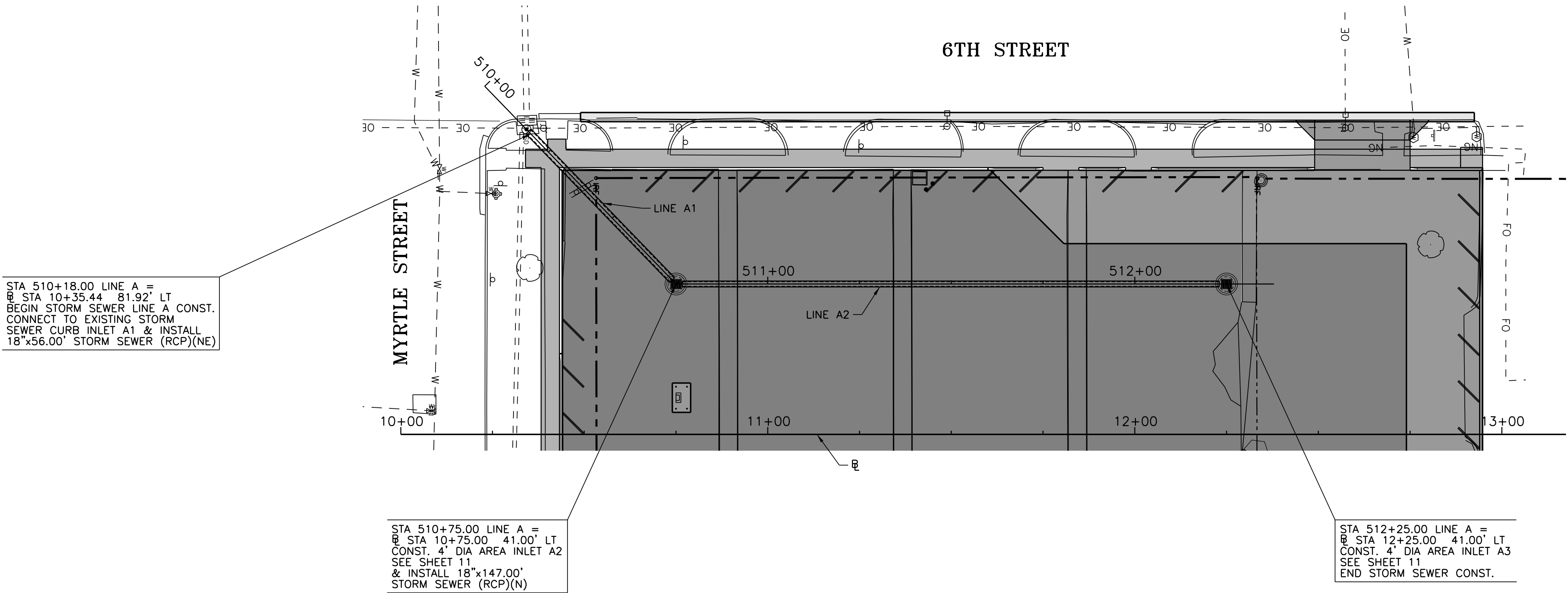
REINFORCED CONCRETE MANHOLE

SHEET NO.

12

SHEET 12 OF 36

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CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS



REVISIONS:		MARK	DATE	DESCRIPTION
PROJ NO: P112230025				
SCALE: 1" = 20'				
DATE: 12/21/2023				
DESIGNED BY: SDT				
DRAWN BY: CLH				
CHECKED BY: CCB				
SHEET TITLE:				
STORM SEWER PLAN LINE A				
SHEET NO.				
13				
SHEET 13 OF 36				

SCHEDULE OF STORM SEWER INSTALLATIONS (SMOOTH PIPE SYSTEM)

ROUTING SEQUENCE		LOCATIONS OF INSTALLATIONS				TYPE OF INSTALLATION		DIMENSIONS	DIMENSIONS			ELEVATIONS		INFLOW CONDUITS				OUTFLOW	CONDUITS	PIPE LENGTH (FT.)				
FROM	TO	STATION REF.	NUMBER	ROUTE IDENTIFICATION	DISTANCE LT./RT.	AREA INLET	INLET MANHOLE	DIA.	L (FT.)	W (FT.)	H (FT.)	TOP⊗	FLOOR	CONDUIT SIZE	FLOWLINE ELEV.	CONDUIT SIZE	FLOWLINE ELEV.	CONDUIT SIZE	FLOWLINE ELEV.	15" RCP	18" RCP	18" HDPE	24" HDPE	REMARK
	A1	510	15.15	LINE A	—	—	—	—							18	810.25								
A1	A2	510	75.00	LINE A	—	1	—	4'				816.25	810.75	18	811.30			18	811.10		56			A1
A2	A3	512	25.00	LINE A	—	1	—	4'				814.75	811.75					18	812.03		147			A2

GENERAL NOTE:

The quantities, dimensions and flowlines given on this sheet are to be used if the following types of "SMOOTH PIPES" are furnished: RCP, VCP - ES, BCCMP - FP, RCPHE.

⊗ **Note:** Top Elevation is located as follows:

1. Manhole - Top of Manhole Ring
2. Curb Inlet - Top of Curb.
3. Gutter Inlet - Top Back of Gutter.
4. Inlet Manhole - Top of Grate.
5. Ditch Inlet - Top of Concrete at Cover Plate.
6. Type 2 Special Inlet - Top.
7. Area Inlet - Top of Grate.

SCHEDULE OF CULVERT INSTALLATIONS

[illegible]

115 SOUTH 6TH STREET
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FAX: 620-446-9048

CONSULTANTS:

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS



REVISIONS:		
MARK	DATE	DESCRIPTION

PROJ NO: P112230025

SCALE: NTS

DATE: 12/21/2023

DESIGNED BY: SDT

DRAWN BY: _____

SHEET TITLE:

SCHEDULE OF STORM SEWER INSTALLATIONS & CULVERTS

SHEET NO.

14

SHEET 14 OF 36

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CURB, EDGE (9'')(AE)		
STATION TO STATION	SIDE	L.F.
10+44.00	LT-RT	93.0
11+60.00 - 11+75.00	LT	15.0
11+84.75 - 11+97.50	LT	13.0
12+04.50 - 12+49.00	LT	45.0
12+75.00 - 12+94.75	LT	19.0
12+94.00	LT-RT	144.0
TOTALS		329.0

CURB & GUTTER COMBINED (AE)		
STATION TO STATION	SIDE	L.F.
10+49.00 - 12+92.50	LT	244.0
TOTALS		244.0

SIDEWALK CONSTRUCTION (4'')(AE)		
STATION	SIDE	S.Y.
10+40.50	LT-RT	76.1
10+34.00 - 12+49.00	LT	122.4
12+75.00 - 12+88.75	LT	8.2
TOTAL		206.7

CONCRETE PAVEMENT (6" UNIFORM)(AE)		
LOCATION	TYPE	S.Y.
10+74.00 - 10+79.00	DROP BOX PAD	4.4
11+60.70 - 12+94.00	PARKING LOT	549.5
12+44.00 - 12+80.00	ENTRANCE	41.1
TOTAL		595.0

CONCRETE PAVEMENT (8" UNIFORM)(AE)			
LOCATION	SIDE	TYPE	S.Y.
ALLEY	RT	PATCHING	300.0
TOTAL			300.0

SIDEWALK RAMP		
STATION TO STATION	SIDE	S.Y.
10+40.50	RT	3.7
12+88.75	LT	3.1
TOTAL		6.8

AGGREGATE BASE (AB-3)(4")		
STATION	SIDE	S.Y.
10+40.50	LT-RT	76.1
10+34.00 - 12+49.00	LT	122.4
12+75.00 - 12+88.75	LT	8.2
TOTAL		206.7

AGGREGATE BASE (AB-3)(6")		
LOCATION	TYPE	S.Y.
10+49.00 - 12+92.50	COMBINED CURB	67.7
10+44.00 - 12+94.00	PARKING LOT	3678.2
12+44.00 - 12+80.00	ENTRANCE	41.1
ALLEY	PATCHING	300.0
TOTAL		4087.0

6" HMA COMM. GRADE (SM-12.5A)(PG 70-28)		
LOCATION	TYPE	TON
10+44.00 - 12+74.00	PARKING LOT	1331.0
TOTAL		1331.0

UNIT WEIGHT OF HMA = 156ILS./cu.ft. (10% CONTINGENCY)

SITE RECAPITULATION OF QUANTITIES		
ITEM	QUANTITY	UNIT
CONTRACTOR CONSTRUCTION STAKING	1	LSUM
MOBILIZATION	1	LSUM
CLEARING AND GRUBBING	1	LSUM
TREE REMOVAL	2	EA.
REMOVE BOLLARDS	5	EA.
REMOVE 6' PIER	1	EA.
ROCK EXCAVATION	592	C.Y.
COMMON EXCAVATION	961	C.Y.
COMPACTION OF EARTHWORK TYPE B (MR-90)	34	C.Y.
COMPACTION OF EARTHWORK (TYPE AA)(MR-0-5)	682	C.Y.
CURB AND GUTTER COMBINED (AE)	244	L.F.
CURB, EDGE (9'')(AE)	327	L.F.
AGGREGATE BASE (AB-3)(4")	207	S.Y.
AGGREGATE BASE (AB-3)(6")	4087	S.Y.
SIDEWALK CONSTRUCTION (4'')(AE)	207	S.Y.
SIDEWALK RAMP	7	S.Y.
6" HMA COMM. GRADE (SM-12.5A)(PG 70-28)	1331	TON
CONCRETE PAVEMENT (6" UNIFORM)(AE)	595	S.Y.
* CONCRETE PAVEMENT (8" UNIFORM)(AE)	300	S.Y.
TEMPORARY SURFACING MATERIAL (AGGREGATE)(SET PRICE)	1	C.Y.
PAVEMENT MARKING (THERMOPLASTIC)(WHITE)(4")	5125	L.F.
PAVEMENT MARKING (THERMOPLASTIC)(YELLOW)(4")	74	L.F.
PAVEMENT MARKING SYMBOL (INTERSECTION GRADE)(WHITE)(THRU ARROW)	6	EA.
PAVEMENT MARKING SYMBOL (INTERSECTION GRADE) (WHITE)(HANDICAP)	4	EA.
PAVEMENT MARKING SYMBOL (INTERSECTION GRADE) (WHITE)(EV)	2	EA.
PARKING BLOCKS	29	EA.
SIGNING	1	LSUM
TRAFFIC CONTROL	1	LSUM
BOLLARDS 6"	4	EA.
RELOCATE & SET EXISTING DROP BOX	1	LSUM
4" ELECTRICAL CONDUIT W/ 30" SWEEPS	1	LSUM

SEE SHEET 14 FOR STORM SEWER QUANTITIES
SEE SHEET 16 FOR TEMORARY EROSION CONTROL & SEEDING QUANTITIES

* CONCRETE PAVEMENT 8" UNIFORM - PATCHING LOCATIONS IN THE ALLEY SHALL BE DETERMINED BY THE ENGINEER. ACTUAL QUANTITY MAY VARY FROM THE FROM THE ORIGNIAL QUANTITY.

TRANSYSTEMS

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PHONE: 620-331-3899
FAX: 620-446-9048

CONSULTANTS:

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS



REVISIONS:

NO.	DATE	DESCRIPTION

PROJ NO: P112230025
SCALE: NTS
DATE: 12/21/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

SHEET TITLE:

SUMMARY OF QUANTITIES

SHEET NO.
15

SHEET 15 OF 36

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STA 10+33.53 88.00' LT
INSTALL 12 LF
CURB INLET PROTECTION

STA 10+45.96
83.00' LT

STA 12+96.75
83.00' LT

STA 10+31.00
81.91' LT

STA 10+28.70
78.62' LT

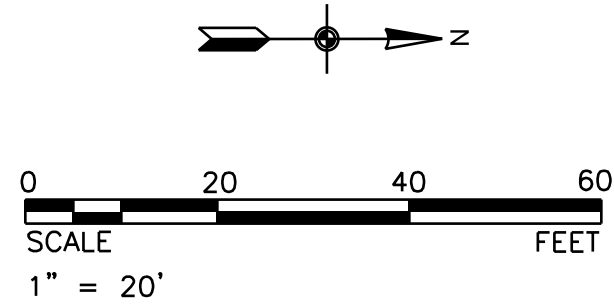
STA 10+29.21
71.18' LT

STA 10+29.84
57.79' LT

STA 10+24.90
55.89' LT

STA 10+75.00 41.00' LT
INSTALL 32 LF
DROP INLET PROTECTION

STA 12+25.00 41.00' LT
INSTALL 32 LF
DROP INLET PROTECTION



SUMMARY OF SEEDING AND EROSION CONTROL

ITEM	QUANTITY	UNIT
Sodding	1	LSUM
Erosion Control	1	LSUM

"Sodding" and "Erosion Control" shall each be paid for by the LUMP SUM. All disturbed areas shall be sodded and fertilized. Fertilizer (16-20-0) at 100 lbs./acre Sod (Tall Turf Type Fescue)(Strips)

Refer to, KDOT standard specification Division 900, Section 907 'Sodding' for additional information.

ESTIMATE OF QUANTITIES
- FOR INFORMATION ONLY -

ITEM	QUANTITY	UNIT
Fertilizer (16-20-0)	7	LB
Sod (Tall Turf Type Fescue)(Strips)	320	SY
Biodegradable Log (20")	64	LF
Filter Sock (9")	12	LF
Silt Fence	406	LF

LEGEND

 12" BIO-LOG

 SOD AREA

NOTE:
STATION AND OFFSET ARE FROM 

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

CONSULTANTS:

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS



REVISIONS:

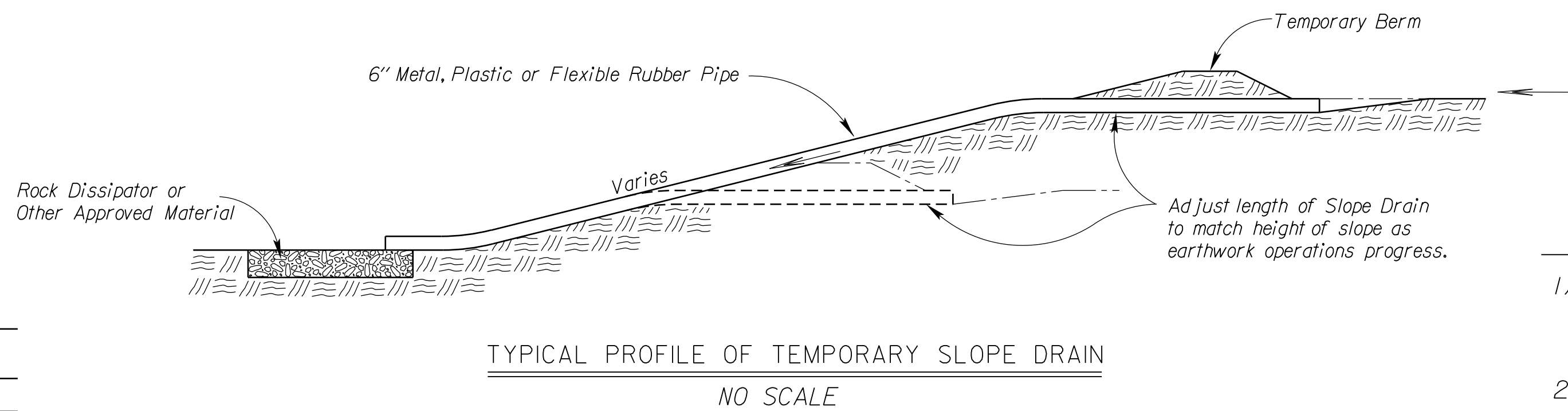
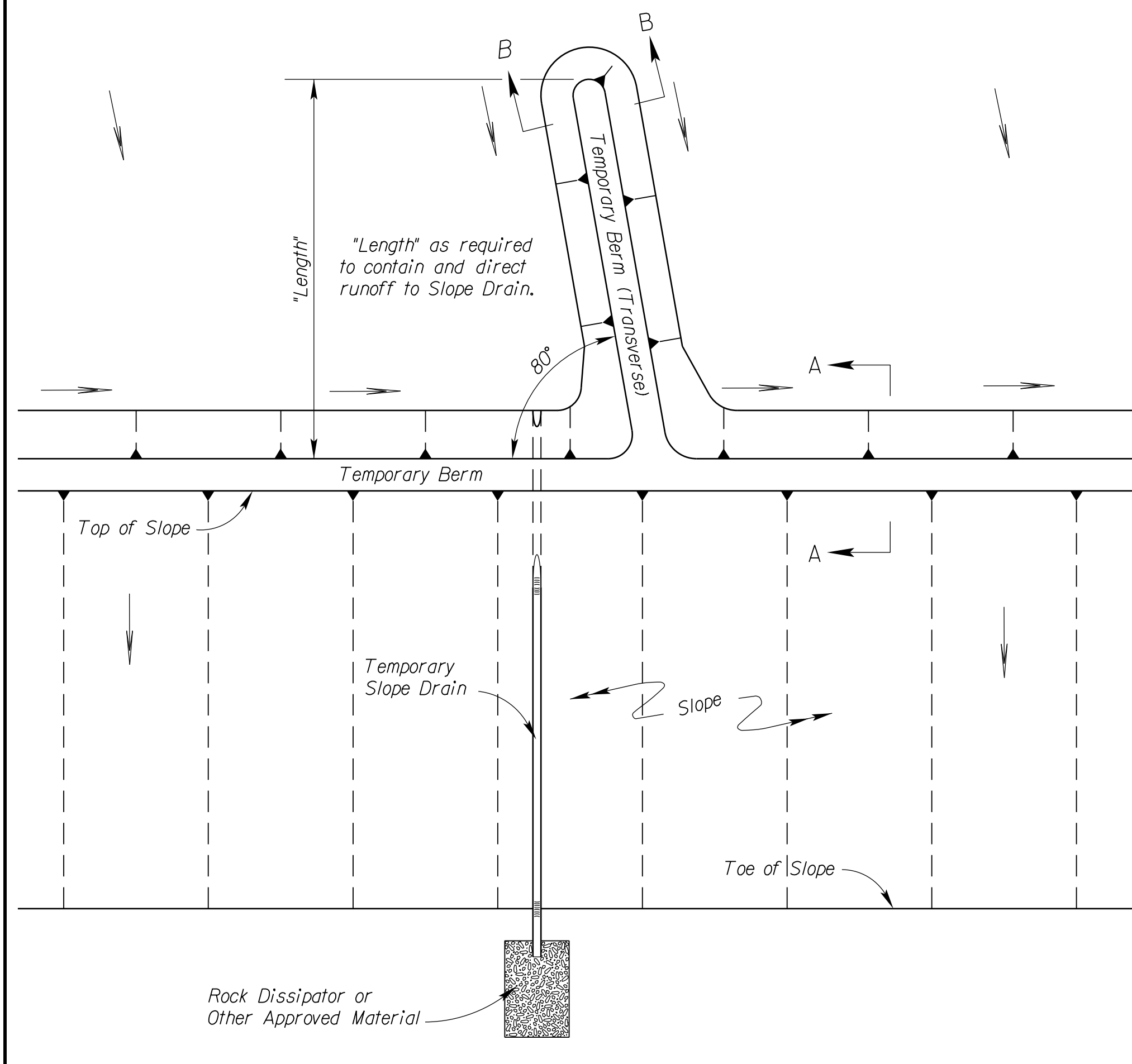
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SCALE: 1" = 20'
DATE: 12/21/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

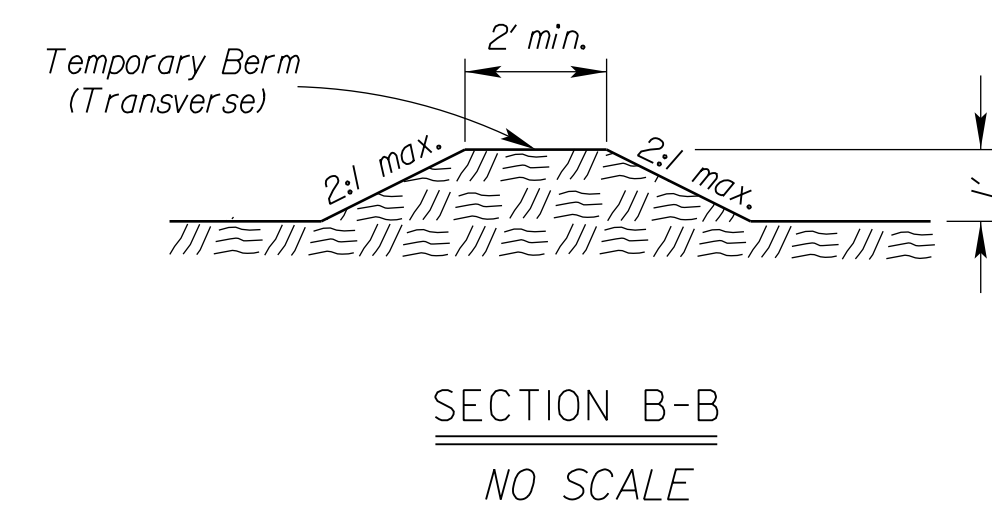
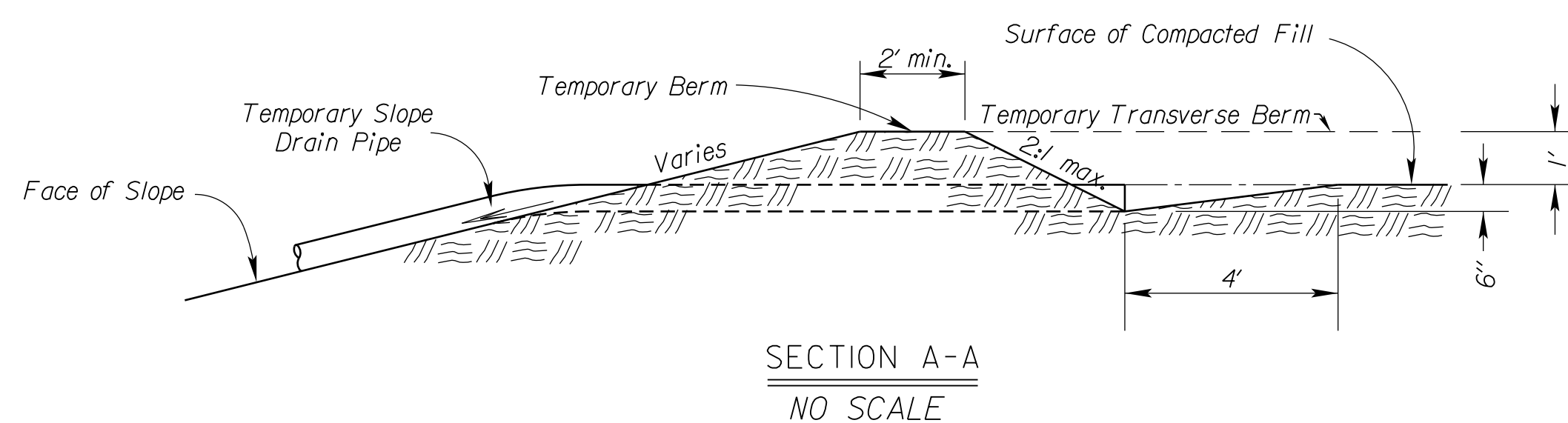
SHEET TITLE:

EROSION
CONTROL PLAN

SHEET NO.
16
SHEET 16 OF 36

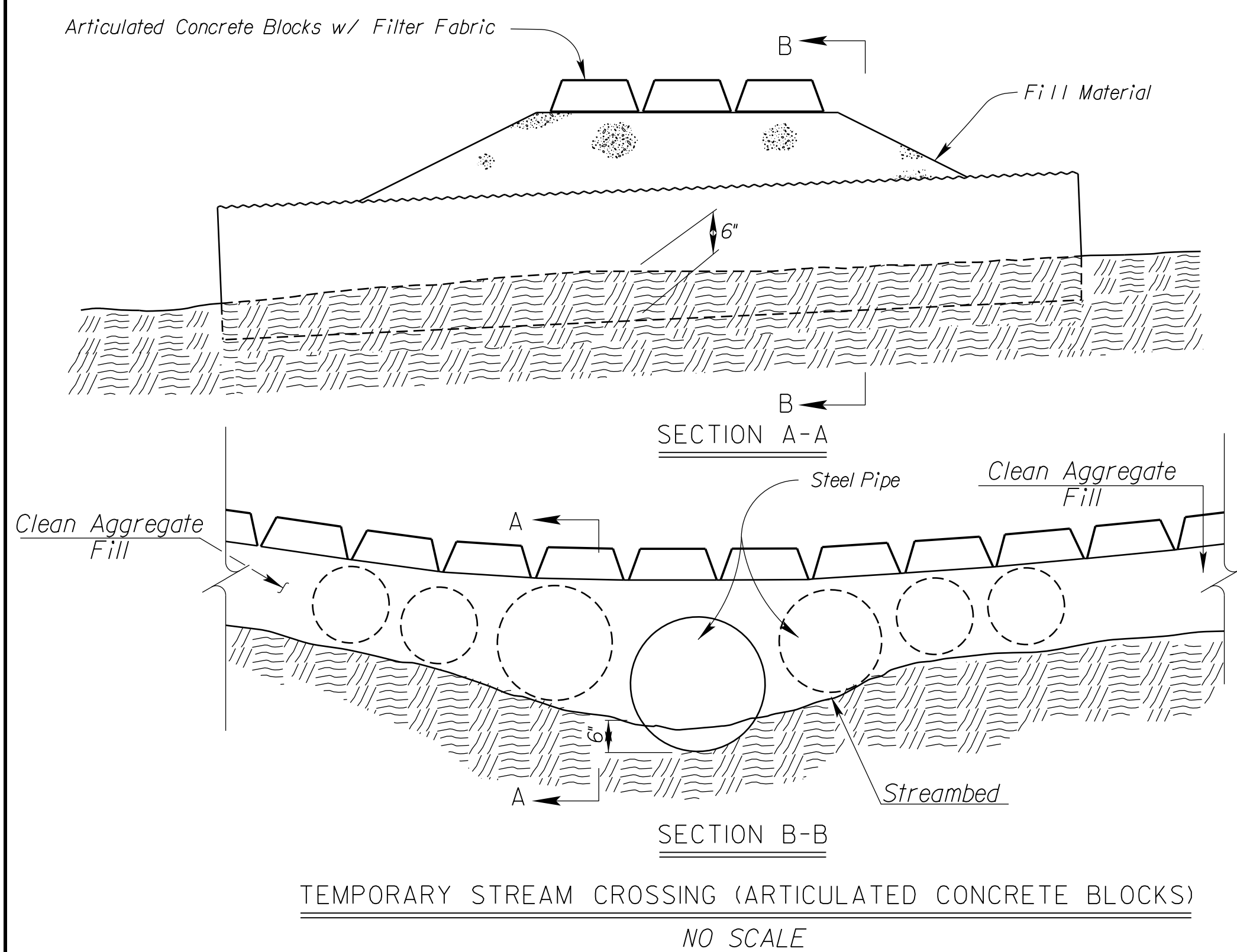


- NOTES:**
- 1) *Temporary Slope Drain and Temporary Berm may be used on either project foreslopes or project backslopes.*
 - 2) *Discharge of Slope Drains shall be into stabilized ditch or area, or into Sediment Basin.*
 - 3) *Pipe shall be secured in place as approved by Engineer.*
 - 4) *Temporary Berms under 2,000 feet shall be bid by Set Price.*



TYPICAL PROFILE OF TEMPORARY BERM

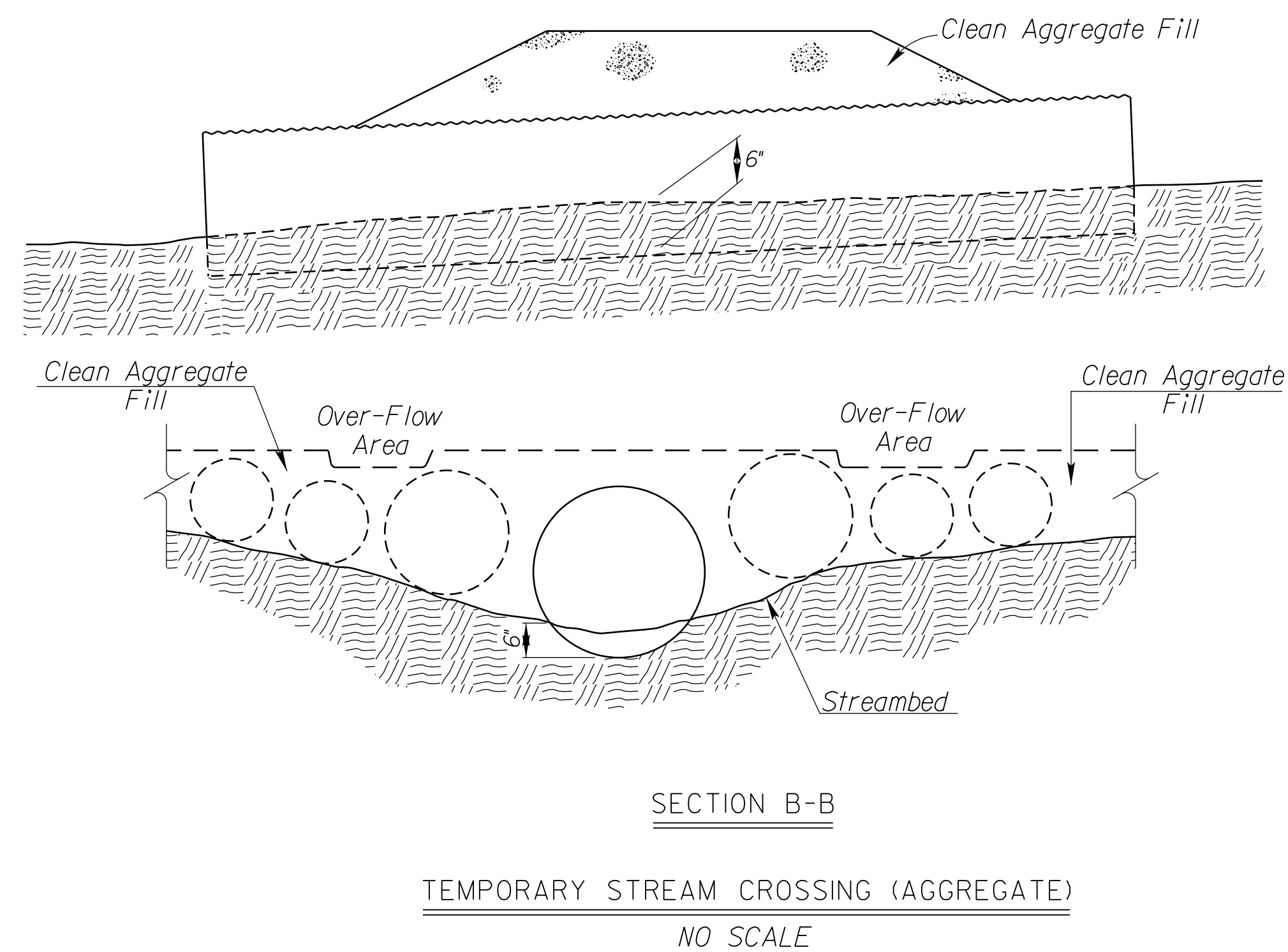
NO SCALE



Pipe size may vary

Place 1 pipe buried 6" into stream bottom, in the lowest point of the channel to allow the passage of aquatic organisms, with additional pipes placed along the remainder of the stream channel bottom such that ordinary high water (OHW) flows designated in the Contract Documents shall flow through the pipes without overtopping the crossing.

See KDOT Specifications for
more information

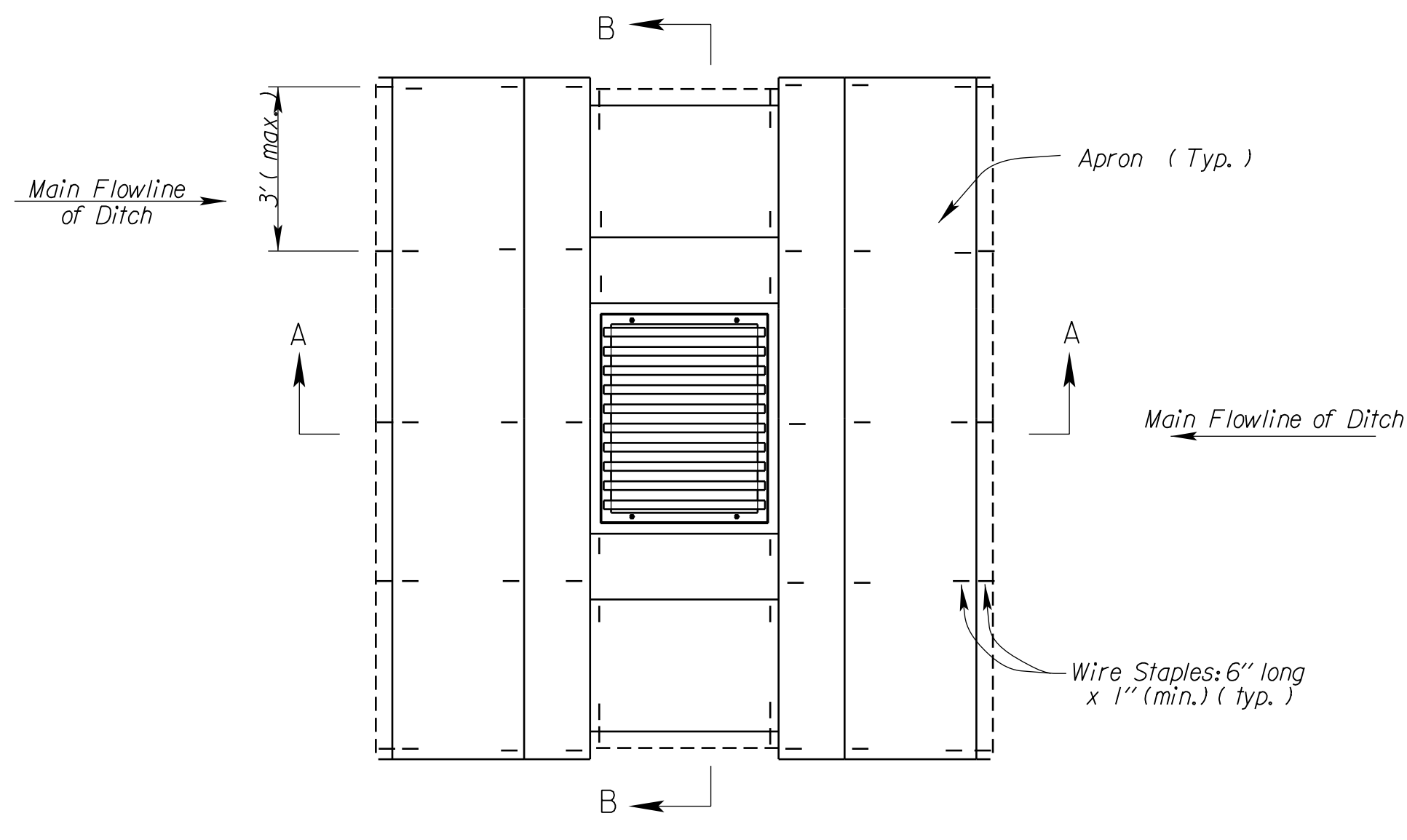


Pipe size may vary

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See *KDOT Specifications* for
more information

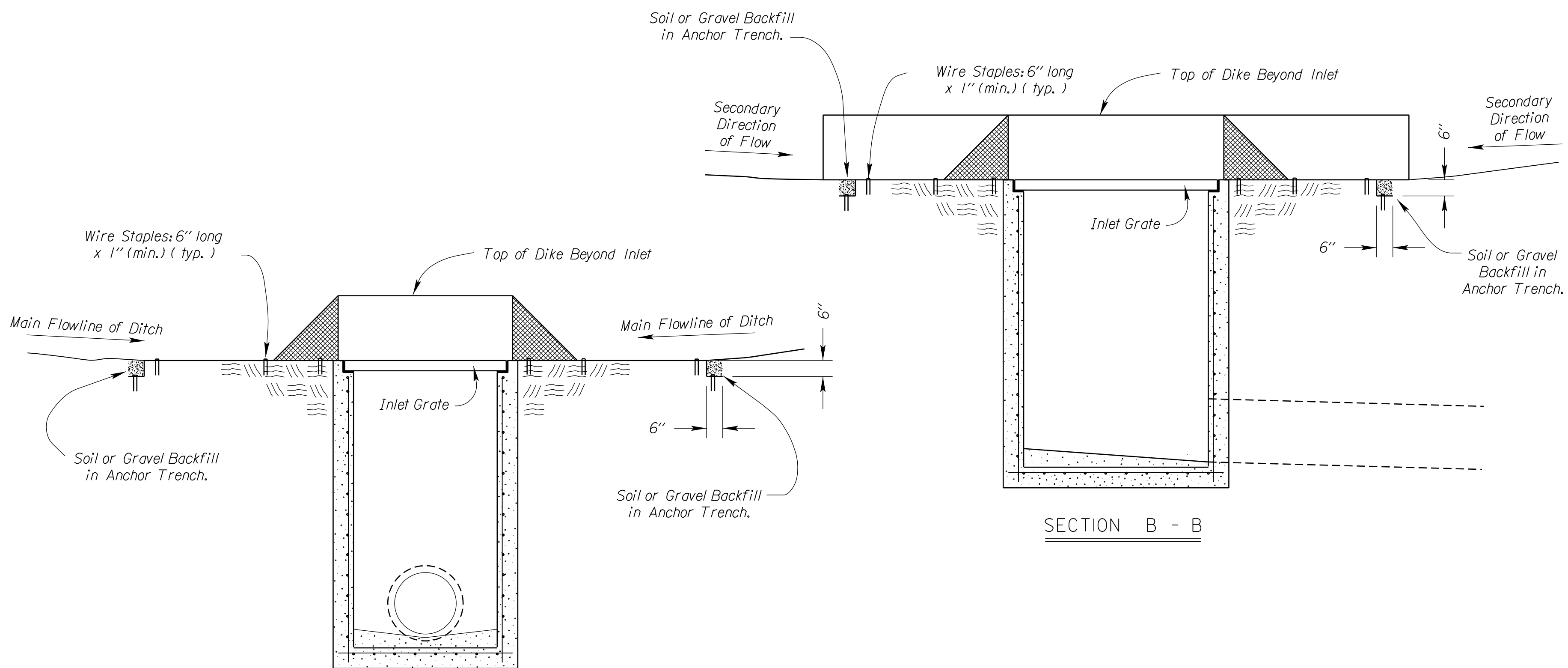
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PLAN

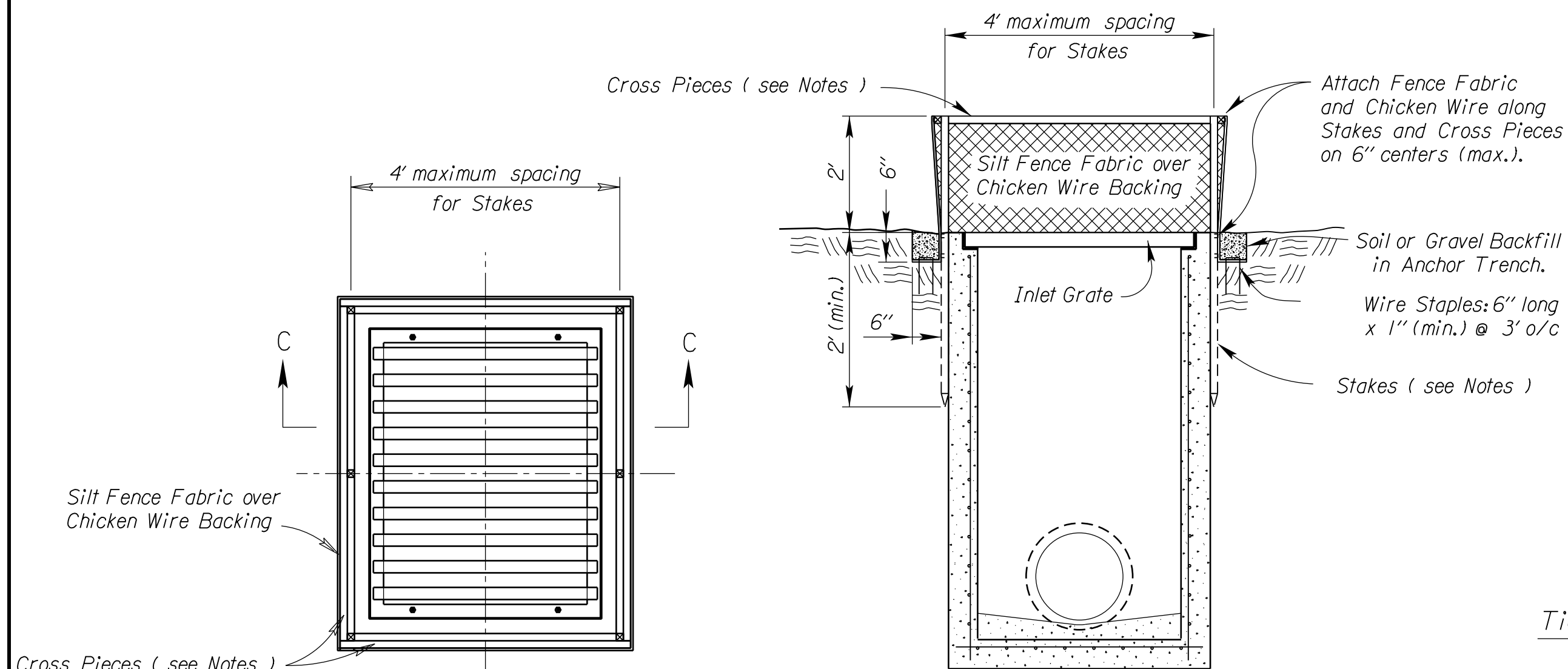
TEMPORARY INLET SEDIMENT BARRIER
(TRIANGULAR SILT DIKE METHOD)

NO SCALE



SECTION A - A

SECTION B - B



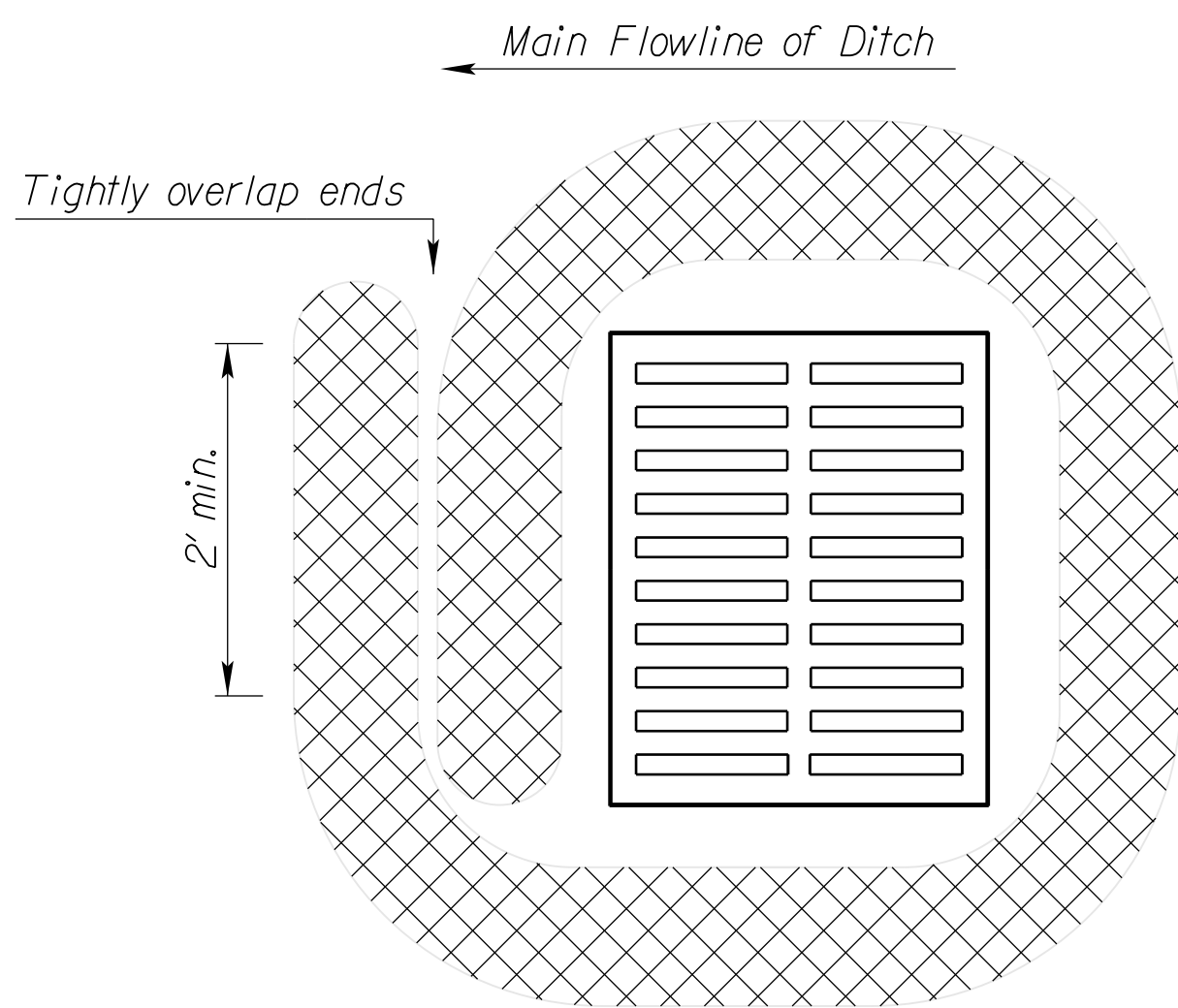
PLAN

TEMPORARY INLET SEDIMENT BARRIER
(SILT FENCE METHOD)

NO SCALE

SILT FENCE:

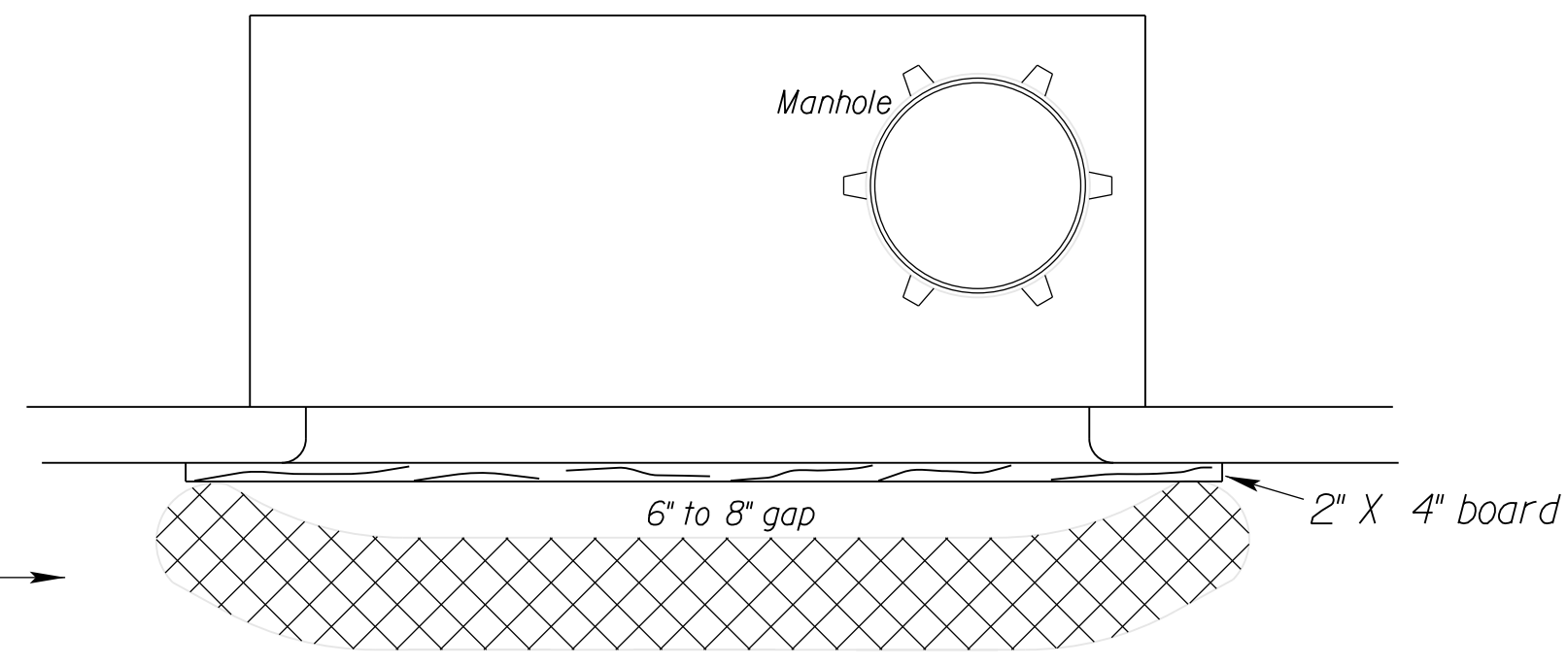
1. Stakes shall be 4' (min.) long and of one of the following materials:
 - a. Hardwood - 1 3/16" x 1 3/16";
 - b. Southern Pine (No. 2) - 2 5/8" x 2 5/8";
 - c. Steel U, T, L, or C Section - .95 lbs. per 1'-0"; or
 - d. Synthetic - same strength as wood stakes.
2. Cross pieces shall be of same material as stakes.
3. Attach fence fabric securely on 6" centers (max).
4. Use of high flow material is acceptable.
5. Refer to plan sheets to estimate the length of silt fence required.



Drop inlet use
1'-6" TO 1'-8" diameter log
BIODEGRADABLE LOG/FILTER SOCK
DROP INLET PROTECTION

Bags = synthetic net (3mm mesh) or burlap bags

Rock = approximately 1" to 2" diameter



CURB INLET PROTECTION

1. If multiple gravel bags are required, place them in such a way that no gaps are evident.
2. Height of bags (8" minimum diameter) must not be above top of curb.
3. Alternative products may be used other than gravel bags such as the "Gutter Buddy". Products must be approved by the Engineer.
4. Curb inlet protection will be measured and paid for as Filter Sock.

Material Requirements

Use 100% shredded mulch or other non-compost biodegradable material as fill for logs.

No compost or fines.

No hay or straw.

Do not use material which prohibits water infiltration.

Log Mesh:

Use mesh with 1/4" openings or larger. Mesh must allow water infiltration but also hold fill material in place.

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-445-9048

CONSULTANTS:

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS



REVISIONS:

MARK	DATE	DESCRIPTION

PROJ NO: P112230025

SCALE: NTS

DATE: 12/21/2023

DESIGNED BY: SDT

DRAWN BY: CLH

CHECKED BY: CCB

SHEET TITLE:

T.E.P.C.
INLET SEDIMENT
BARRIER & INLET
PROTECTION

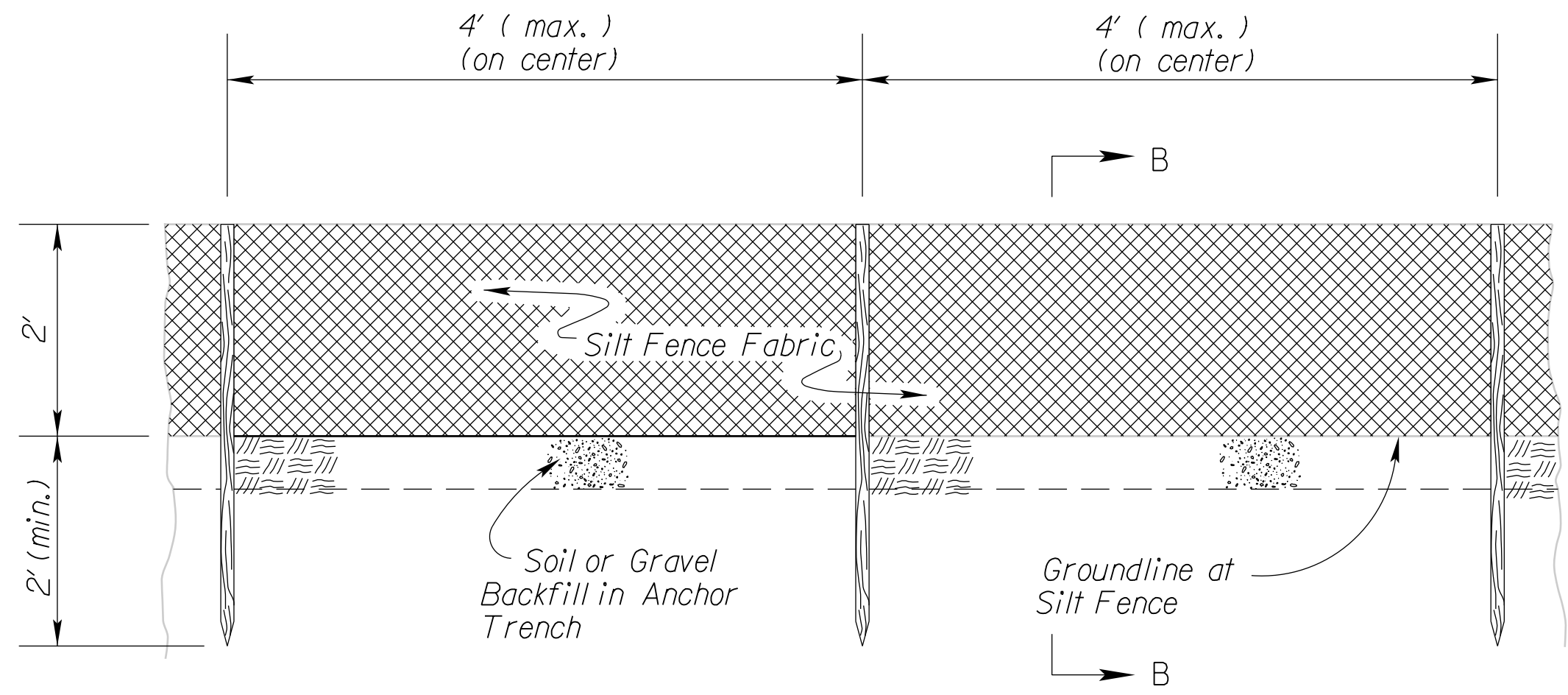
SHEET NO.

18

SHEET 18 OF 36

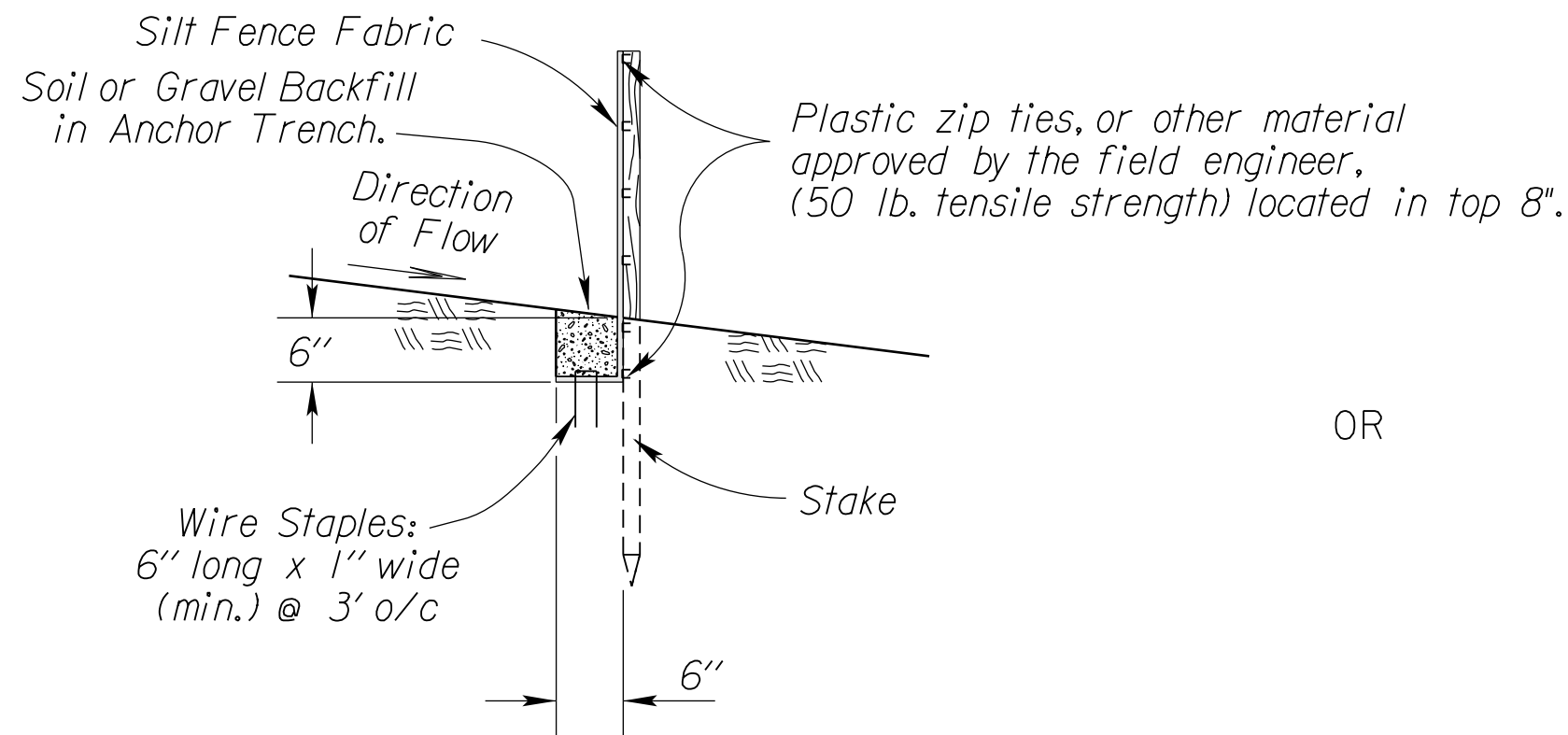
T.E.P.C. (Temporary Erosion & Pollution Control)

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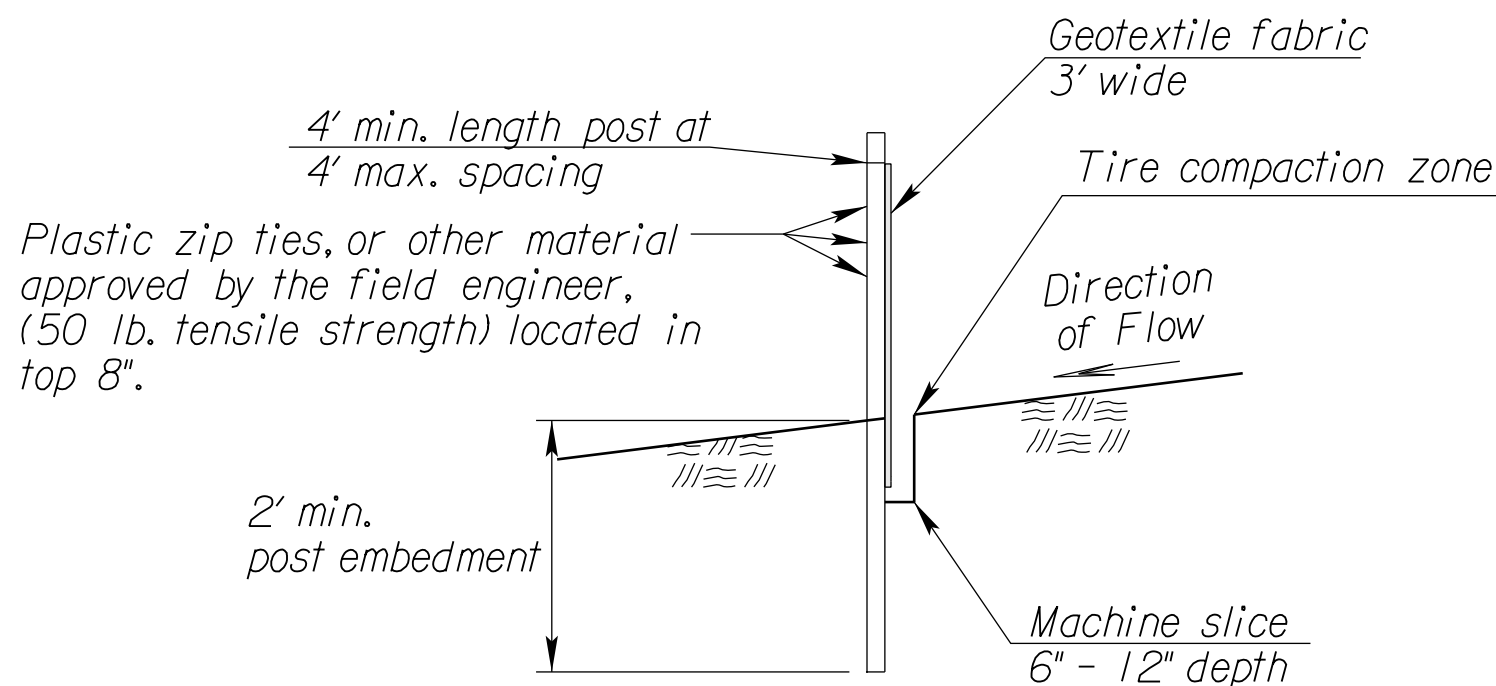


TYPICAL ELEVATION

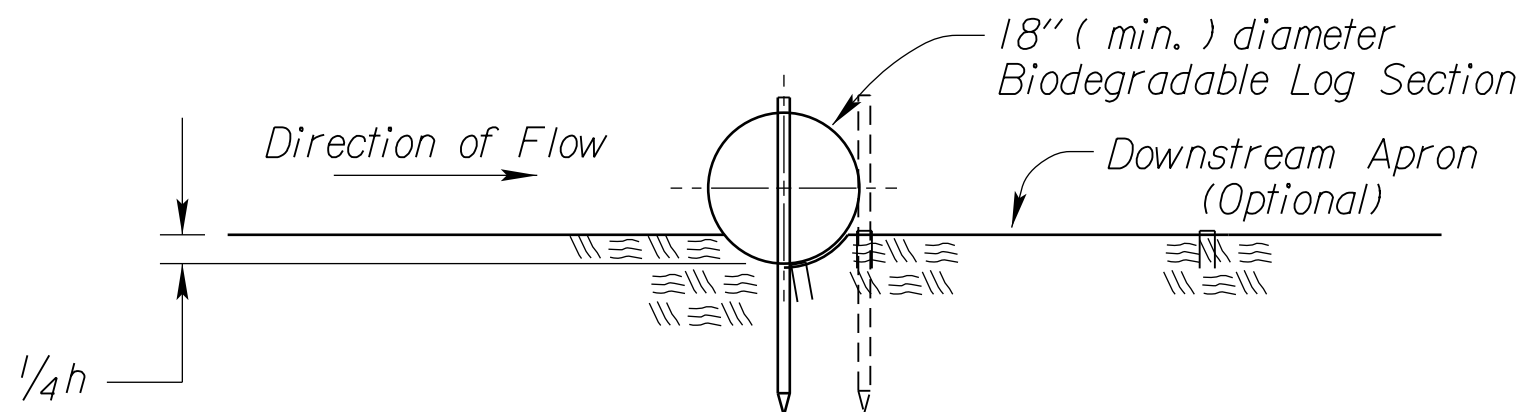
SILT FENCE BARRIER
NO SCALE



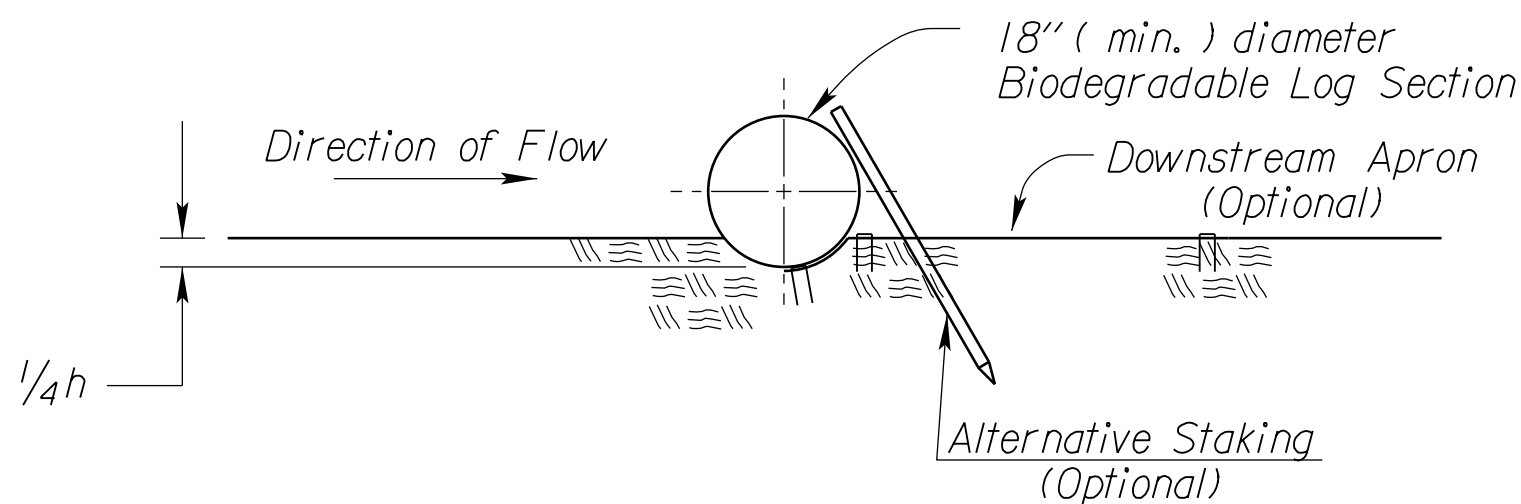
SECTION B-B



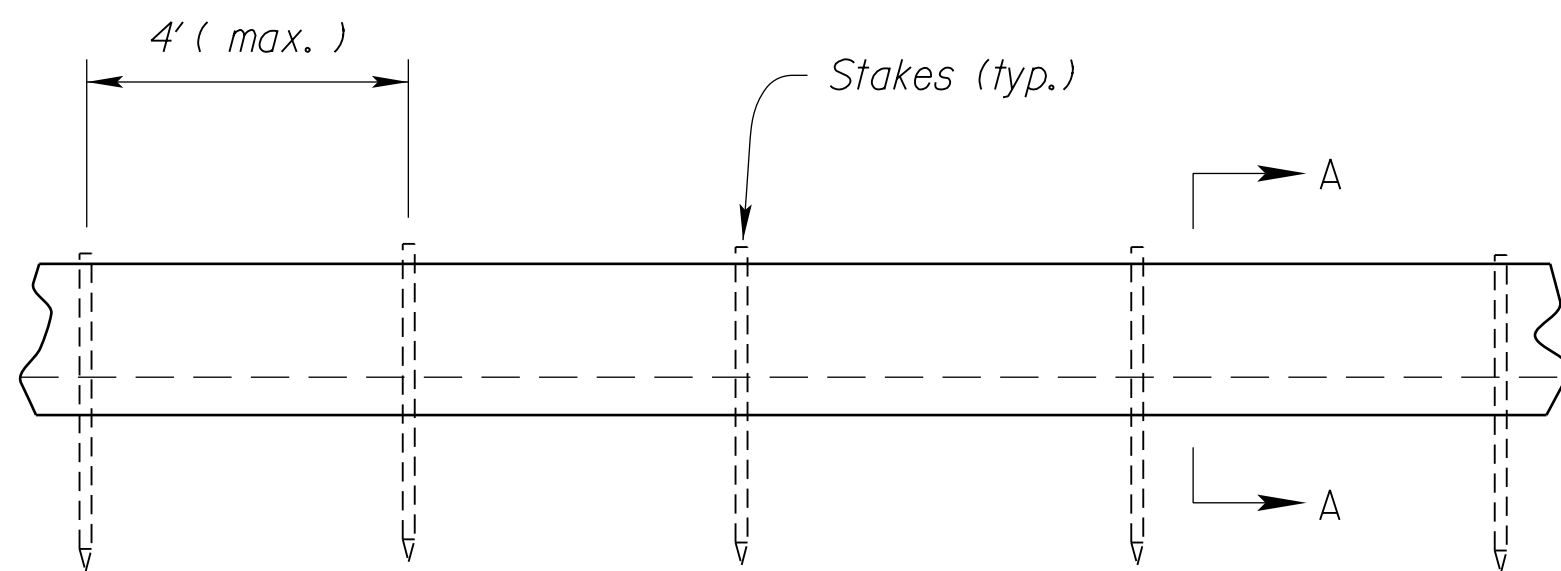
SECTION B-B



SECTION A - A



ALT. DETAIL
OPTIONAL



TYPICAL ELEVATION

BIODEGRADABLE LOG SLOPE INTERRUPTIONS
OR Filter Sock

INSTALLATION NOTES

SILT FENCE:

- Stakes shall be 4' (min.) long and of one of the following materials:
 - Hardwood - 1 3/16" x 1 3/16";
 - Southern Pine (No. 2) - 2 5/8" x 2 5/8";
 - Steel U, T, L, or C Section - .95 lbs. per 1'-0"; or
 - Synthetic - same strength as wood stakes.
- Attach fence fabric with 3 zip ties within the top 8" of the fence. Alternate attachment methods may be approved by the Engineer on a performance basis.
- Use of high flow material is acceptable.
- Refer to plan sheets to estimate the length of silt fence required.

BIODEGRADABLE LOG OR FILTER SOCK

- Place biodegradable logs or filter sock tightly together minimum overlap of 18".
- Wood stakes shall be 2" x 2" (nom.).
- Refer to plan sheets to estimate length of biodegradable log and filter sock required.
- Each log or sock (except compost filter socks) should be keyed into the ground at a minimum of 25% of its height. Compost filter socks should be placed on smooth prepared ground with no gaps between the sock and soil.
- Length of stakes should be 2 times the height of the log at a minimum with minimum ground embedment equal to the height of the log / sock.

Biodegradable Log or Filter Sock Slope Interruptions

		PRODUCT		
		9" Sediment Log or 8" Filter Sock (ft)	12" Sediment Log or 12" Filter Sock (ft)	20" Sediment Log or 18" Filter Sock (ft)
Slope Gradient	≤4H:IV	40	60	80
	3H:IV	30	45	60

Deviations should be approved by the Field Engineer.

BIODEGRADABLE LOG MATERIAL		
	LOW FLOW	HIGH FLOW
9"	Straw/Compost	Excelsior / Wood Chips / Coconut Fiber
12"	Straw/Compost	Excelsior / Wood Chips / Coconut Fiber
18"-20"	Straw/Compost	Excelsior / Wood Chips / Coconut Fiber

GENERAL NOTES

- Slope interruptions shall be placed along contour lines, with a short section turned upgrade at each end of the barrier.
- The maximum length of the slope interruptions shall not exceed 250 feet, and the barrier ends need to be staggered.
- Interruptions damaged by Contractor's negligence, including improper maintenance or lack of maintenance, shall be repaired immediately by Contractor at no additional cost to KDOT.
- Agricultural products, such as native prairie hay, used for mulching and erosion control practices, excluding wood based mulch, shall meet the North American Weed Free Forage Standards.

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

CONSULTANTS:

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS



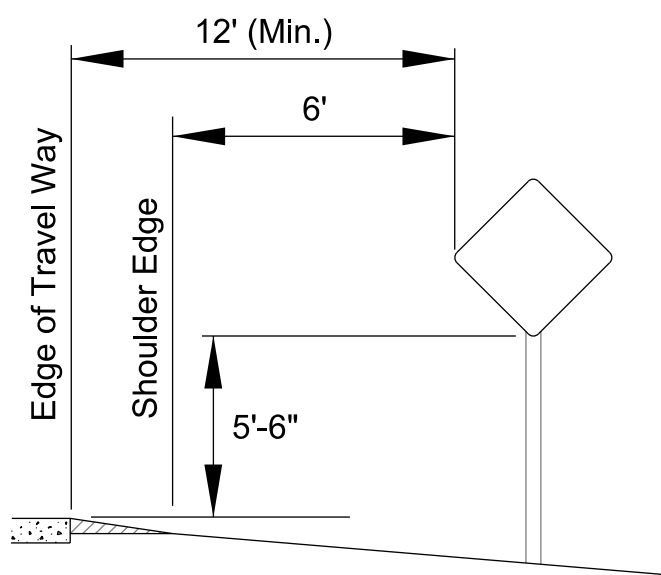
REVISIONS:	MARK	DATE	DESCRIPTION

PROJ NO:	P112230025
SCALE:	NTS
DATE:	12/21/2023
DESIGNED BY:	SDT
DRAWN BY:	CLH
CHECKED BY:	CCB

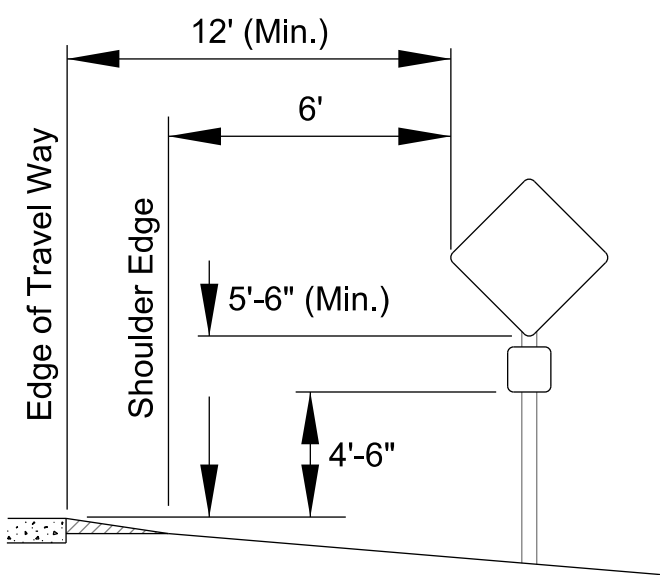
SHEET TITLE:	T.E.P.C. SILT FENCE & BIODEGRADABLE LOGS
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SHEET NO.	19
SHEET	19 OF 36

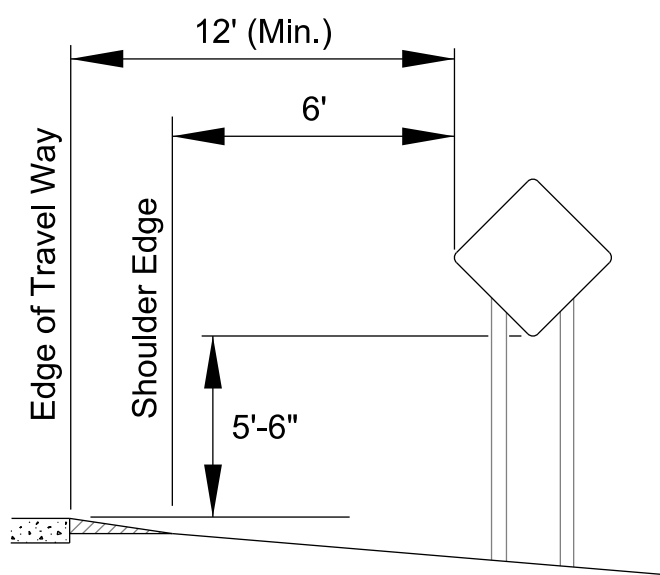
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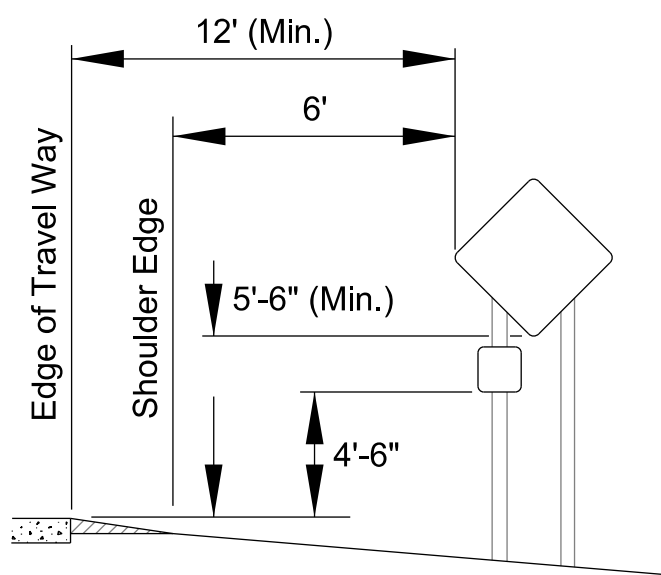
ONE POST



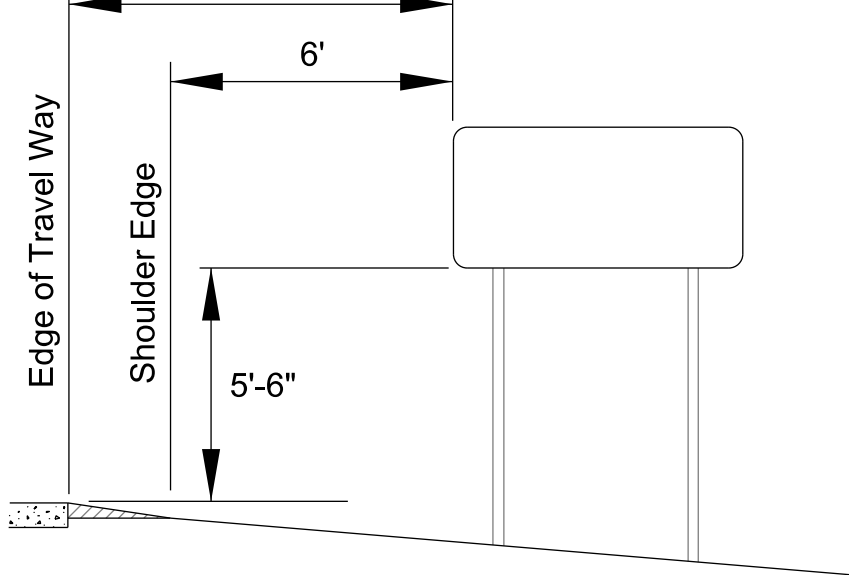
ONE POST WITH SUPPLEMENTAL SIGN



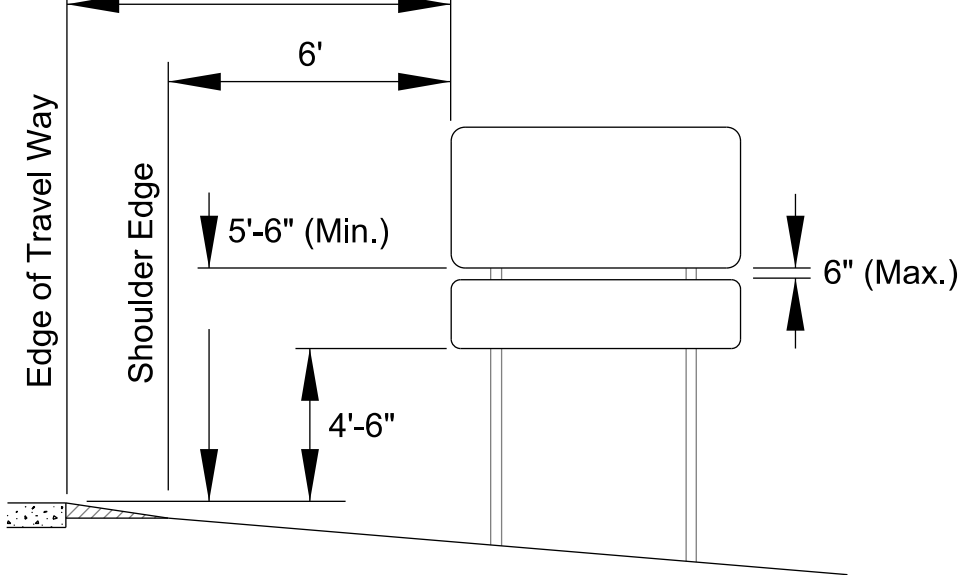
TWO POSTS



TWO POSTS WITH SUPPLEMENTAL SIGN

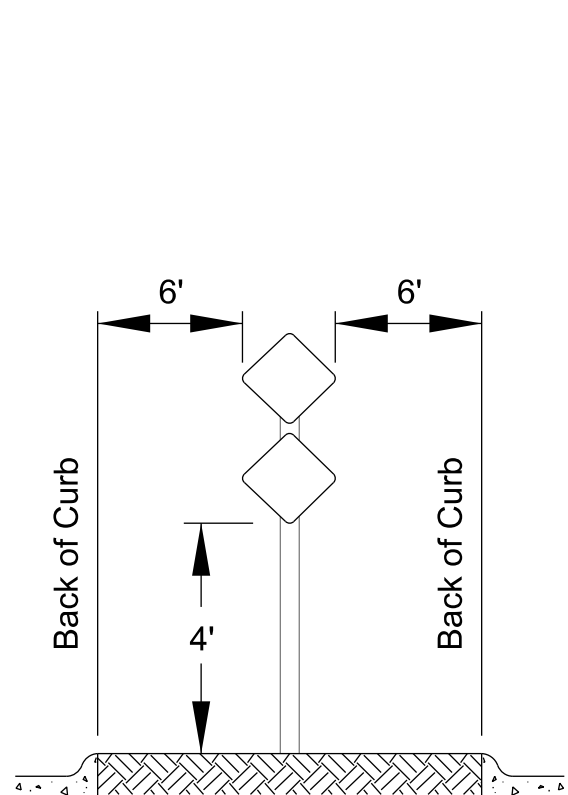


MULTIPLE POSTS



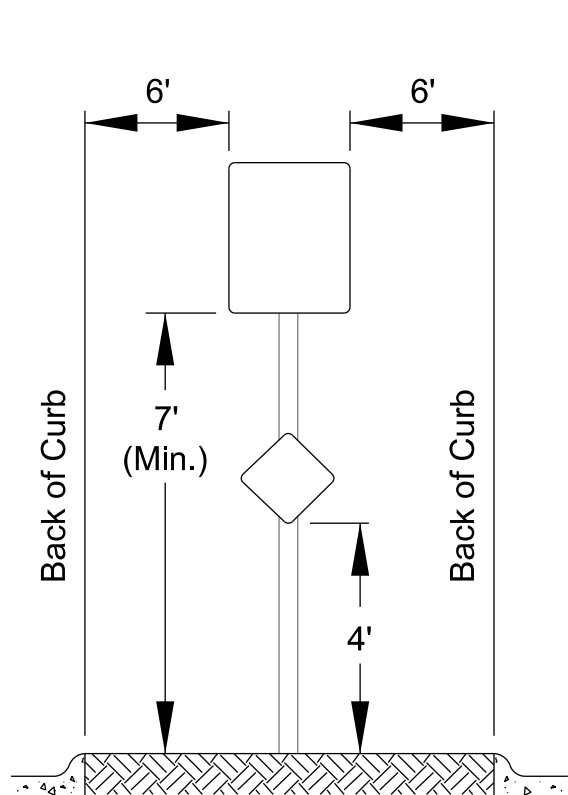
MULTIPLE POSTS WITH SUPPLEMENTAL SIGN

CONVENTIONAL HIGHWAY AND SIDE ROADS

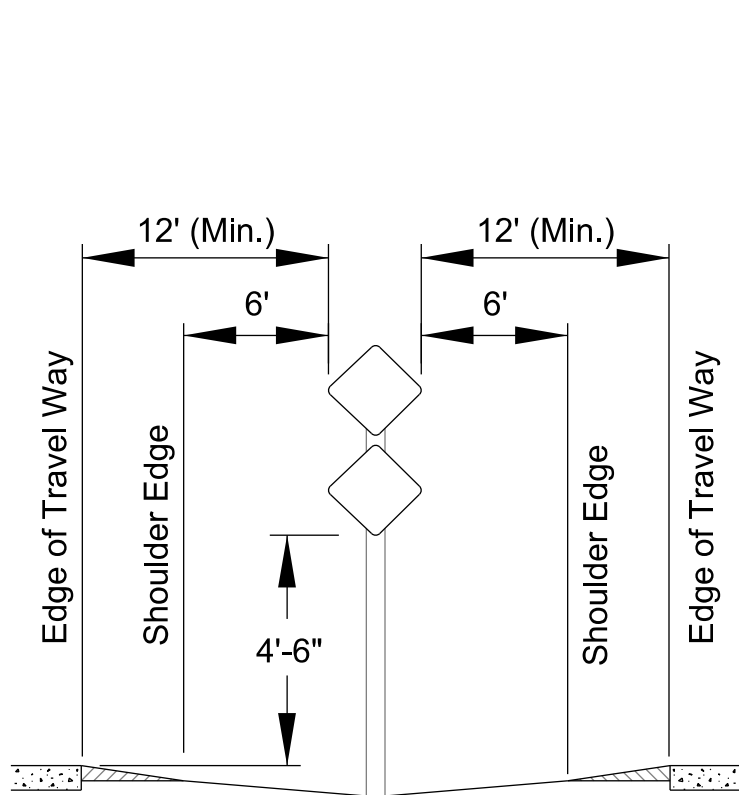


ONE OR TWO OM1-3

RAISED

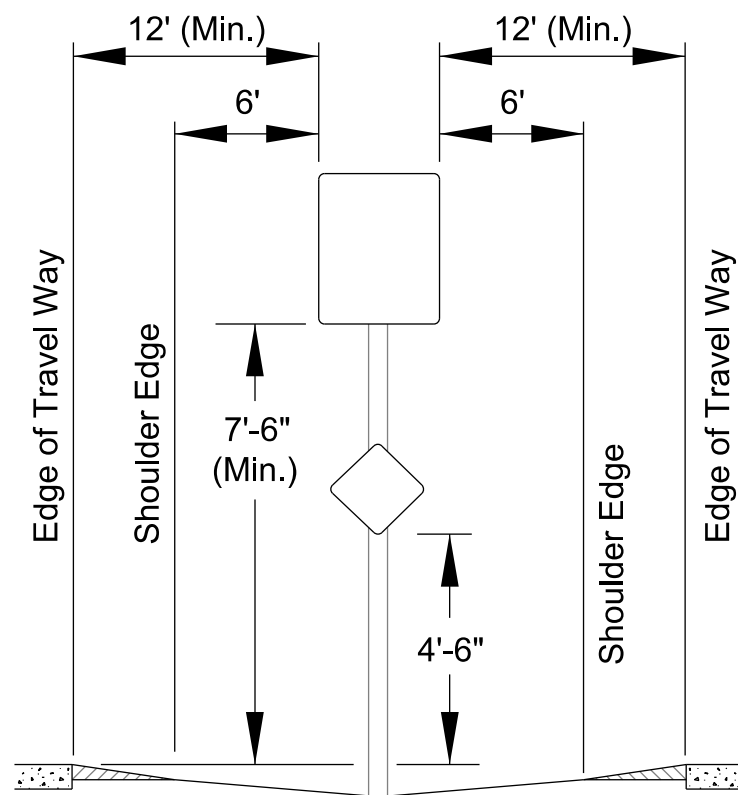


PRIMARY SIGN WITH OM1-3

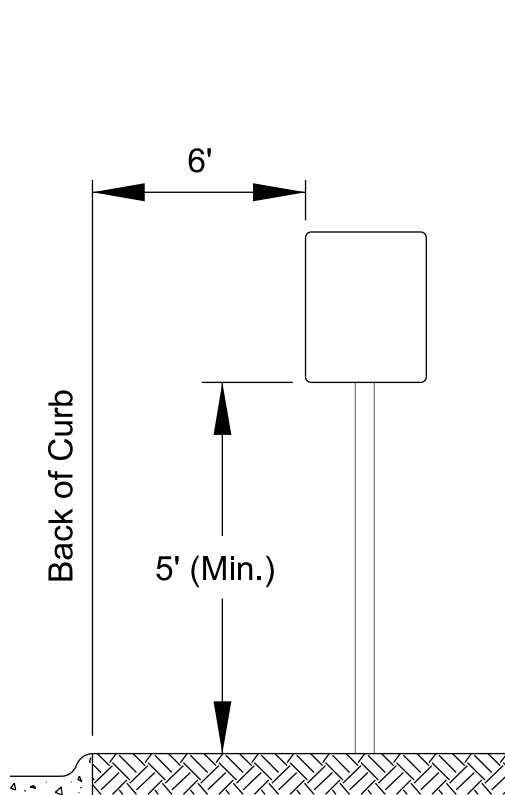


ONE OR TWO OM1-3

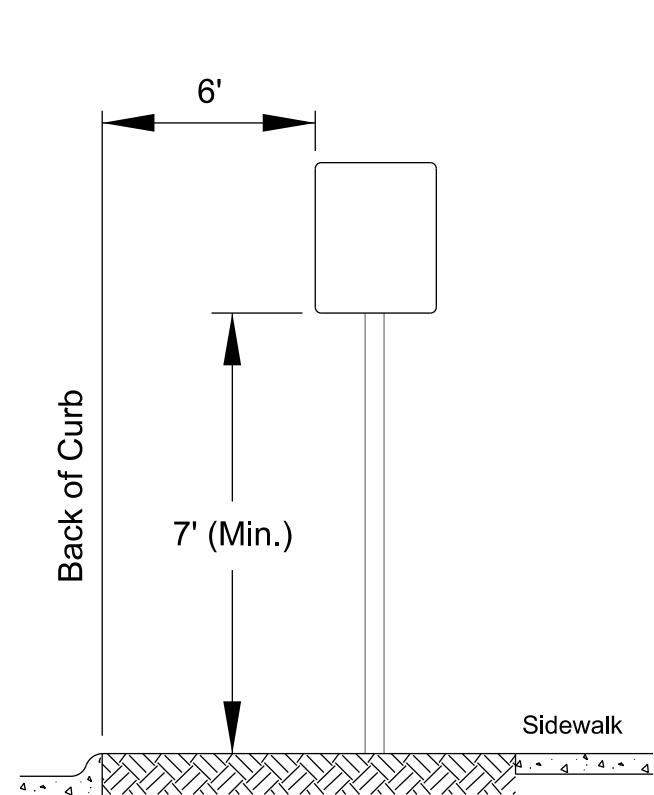
DEPRESSED



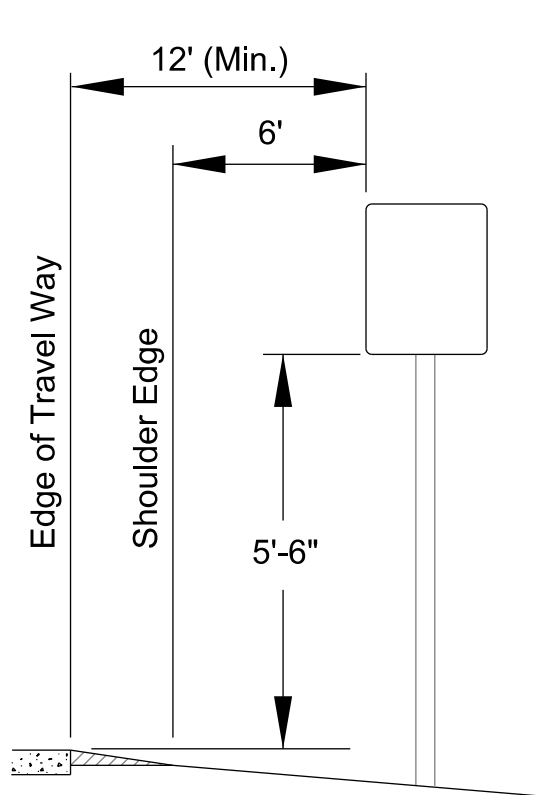
PRIMARY SIGN WITH OM1-3



NO PARKING OR SIDEWALK



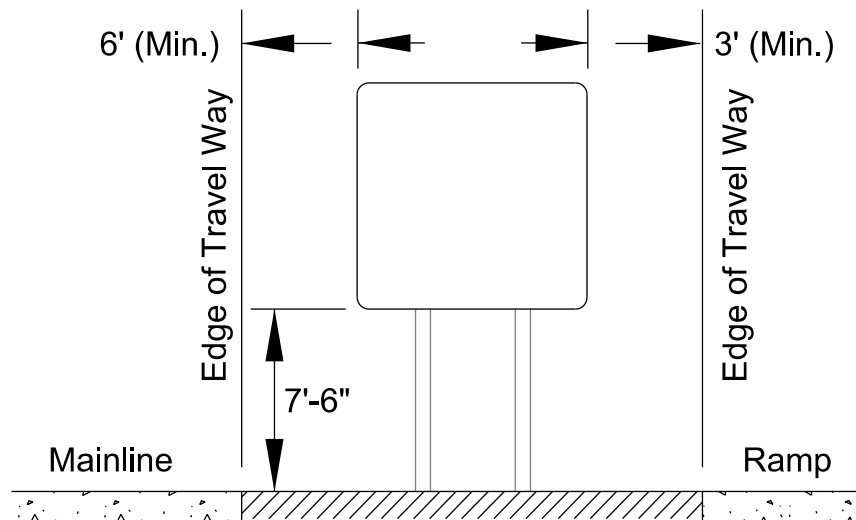
PARKING OR SIDEWALK



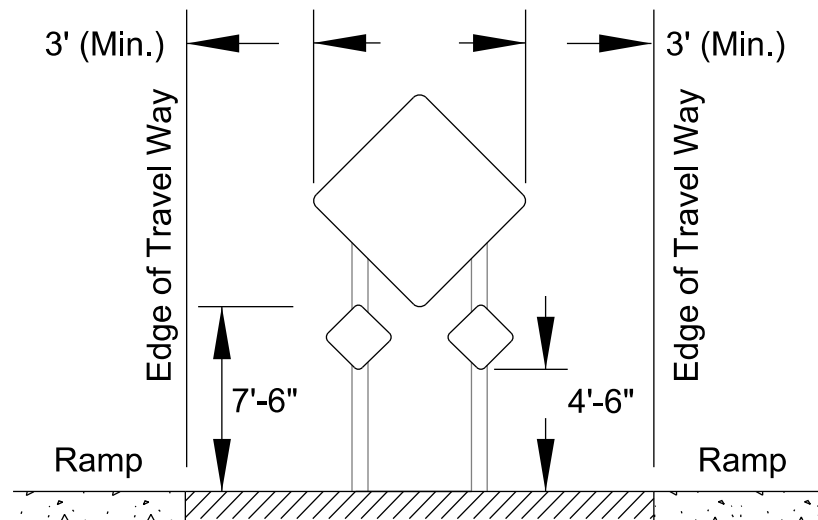
TYPICAL

NO CURB

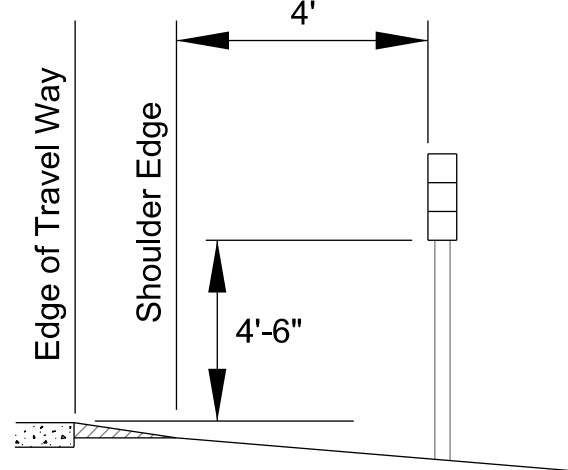
MEDIANS AND ISLANDS



MAINLINE/RAMP



RAMP/RAMP

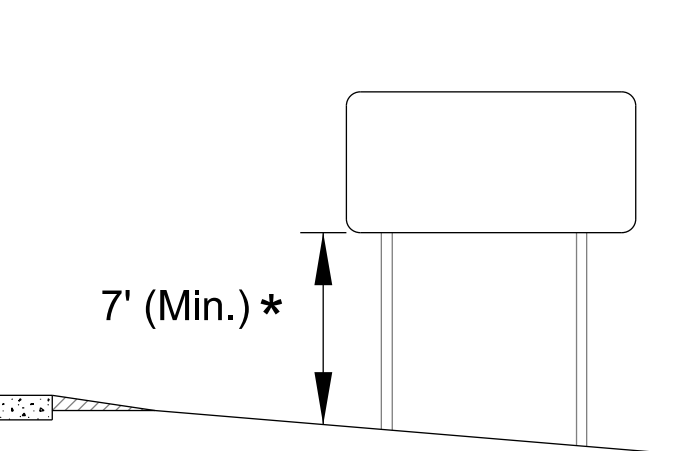


TYPICAL

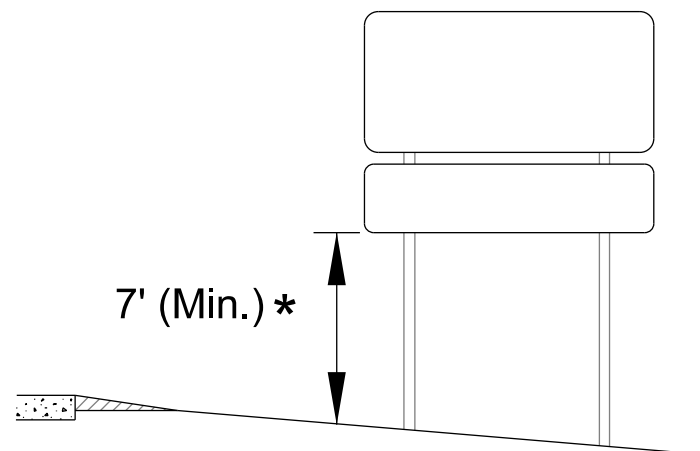
Reference Marker Post: 2 Lb/Ft "U" Post

HIGHWAY GORES

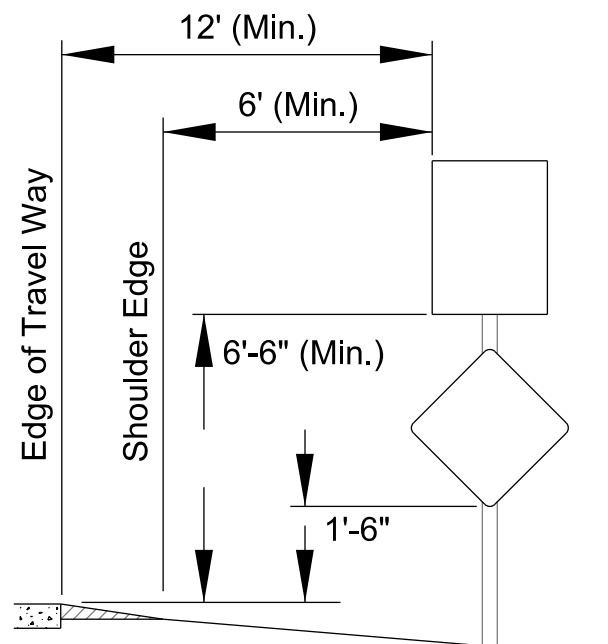
REFERENCE MARKERS



PRIMARY SIGN



PRIMARY SIGN WITH SUPPLEMENTAL SIGN



TYPICAL

GROUND CLEARANCE FOR STEEL BEAM POSTS

ADOPT A HIGHWAY

NOTES

The "Edge of Travel Way" is the edge line or the edge of the driving lane.

The outer edge of the sign shall not extend beyond the right of way line.

A minimum lateral clearance of 6' from pavement edge may be used where lateral offsets are limited.

In business, commercial, or residential districts where with limited lateral offsets, a minimum lateral clearance of 2' with a 7'-6" minimum mounting height may be used.

When signs are behind guardrail, the near edge of the sign shall not extend beyond the back side of the guardrail and the nearest sign post shall be a minimum of 5' from the face of the guardrail. Shoulder mounted signs shall not be located between 100' in advance of and 50' beyond the nose of the guardrail.

When the median or island is too narrow for the typical lateral placement, the sign may be placed a minimum of 2' from the back of the curb. In no case shall the sign edge extend beyond the back edge of the curb.

The gore sign shall be installed in the paved gore area. The edges of the gore sign shall not extend beyond the shoulder edge. The minimum distance from the centerline of the posts to the back of the paved gore area is 2'.

Signs may be moved laterally or longitudinally if it will improve visibility of the sign or other signs or if it will protect the sign more. The maximum allowable longitudinal adjustment is 100', with the exception of the reference marker which is 50'.

The minimum spacing between signs, excluding reference markers is 100'.

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3899
FAX: 620-445-9048

CONSULTANTS:

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS



REVISIONS:		DATE	DESCRIPTION

PROJ NO: P112230025
SCALE: N/A
DATE: 12/21/2023
DESIGNED BY: N/A
DRAWN BY: N/A
CHECKED BY: N/A

SHEET TITLE:
**SIGNING
MOUNT HEIGHT
&
LATERAL OFFSET**

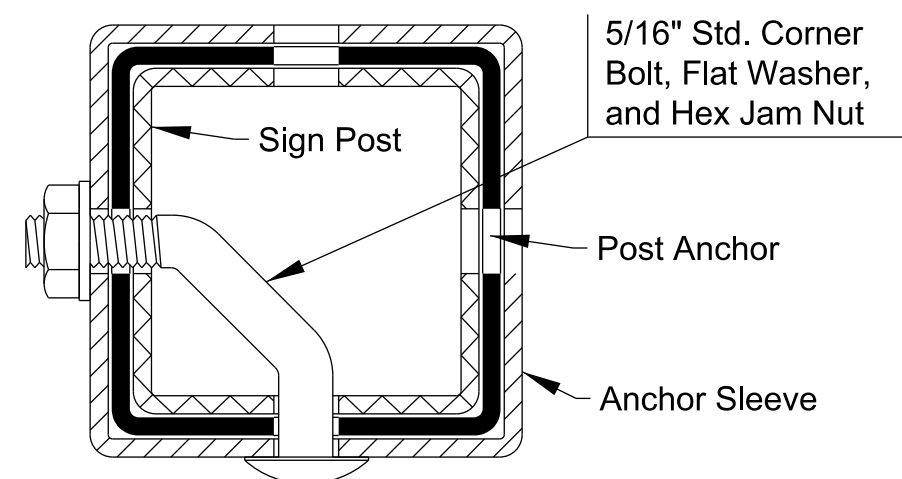
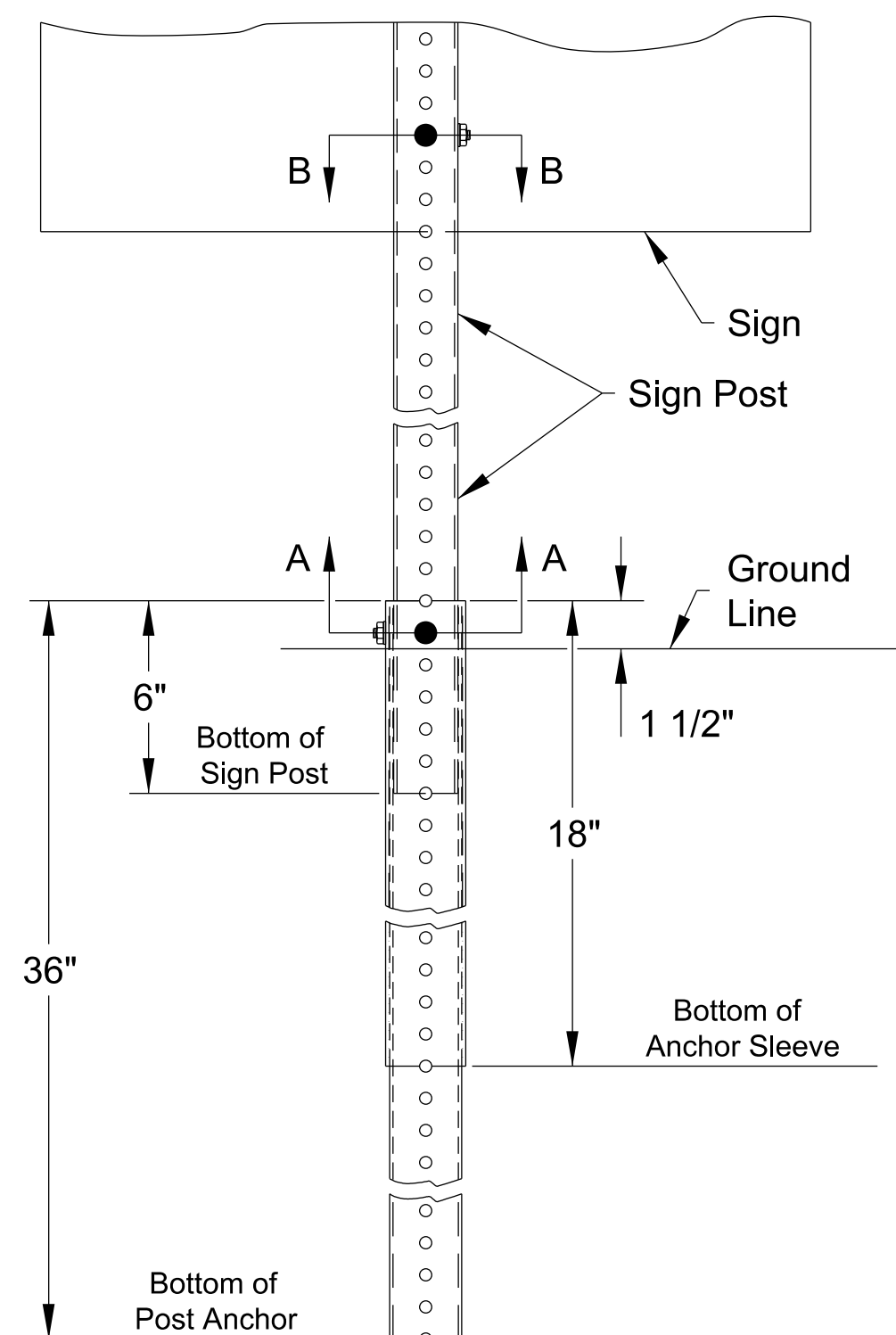
SHEET NO.
22
SHEET 22 OF 36

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QUANTITIES SHEET

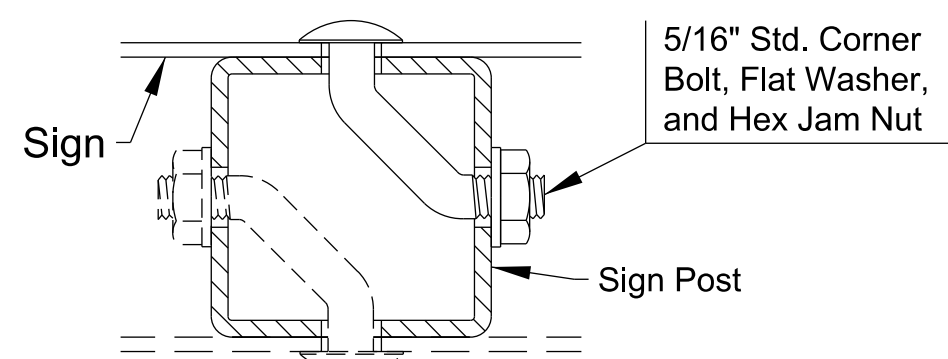
SIGNS, POSTS, & FOOTINGS TO BE INSTALLED ON PROJECT

PLAN SHEET NUMBER	PLAN STATION NUMBER	CENTERLINE LOCATION/ INSTALL POSITION	SIGN DESIGNATION	SIGN SIZE	SIGN LAYOUT SHEET NUMBER	TYPE OF SIGN FABRICATION			4" X 6" POSTS				U-POSTS		GALVANIZED STEEL BEAM POSTS						PERFORATED SQUARE STEEL TUBE (PSST) POSTS								CONCRETE FOOTINGS					SIGN STRUCTURE TYPE																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
						FLAT SHEET	REINFORCED PANEL	OVERLAY	FLAT SHEET SIGN	REINFORCED PANEL SIGN	STRUCTURAL TUBING		2 LB PER FT	3 LB PER FT	W6x9		W10x12		W10x22		1 3/4"			2"			2 1/4"		2 1/2"		WOOD POST	STEEL BEAM POST					OVERHEAD	CANTILEVER	BUTTERFLY			BRIDGE MOUNT ATTACHMENT	MAST ARM	SINGLE TAPERED TUBE																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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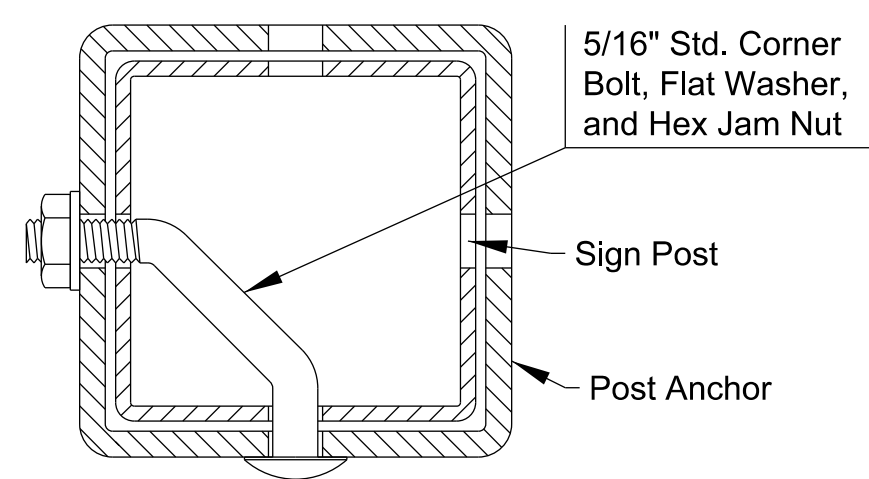
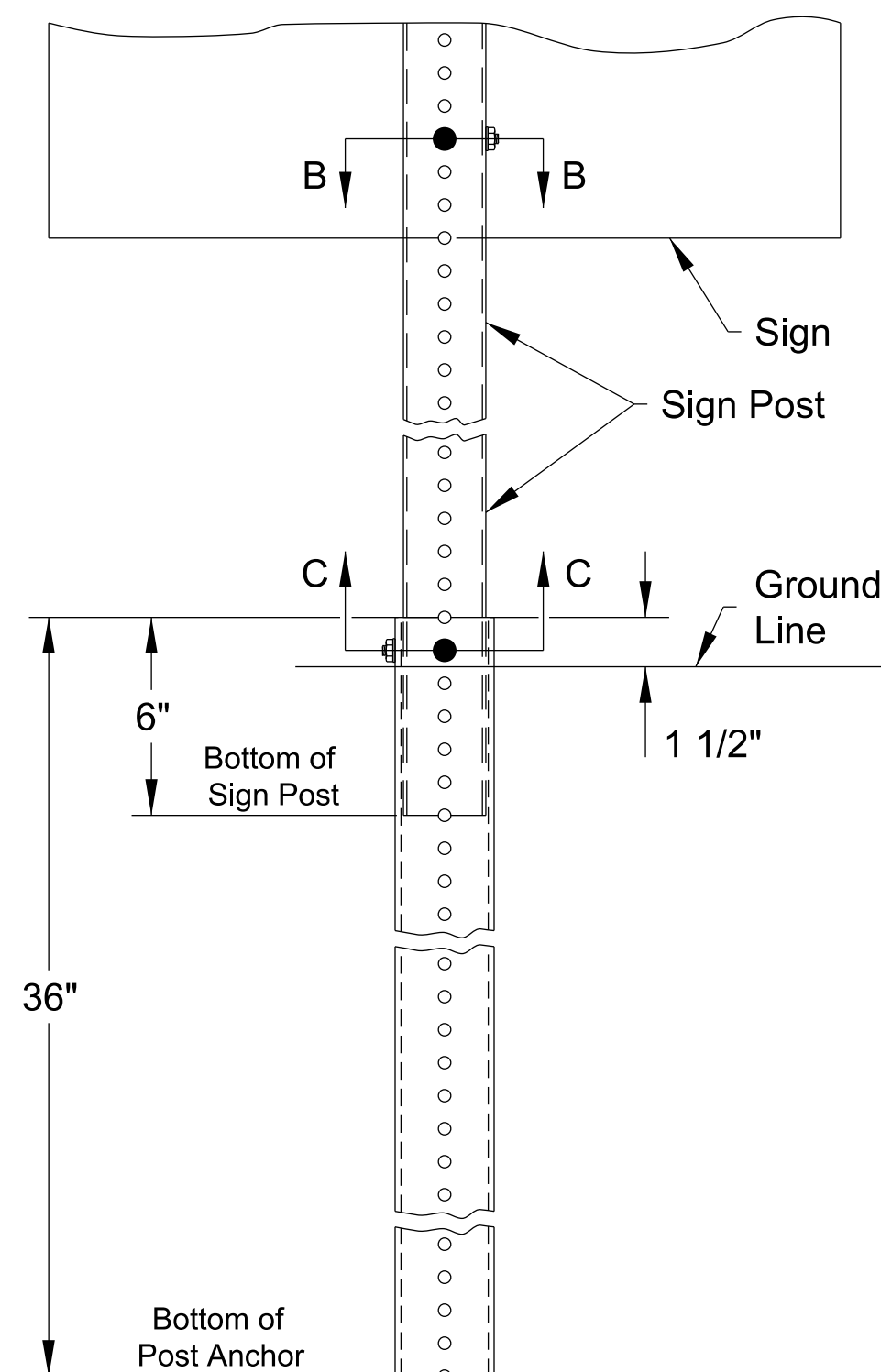


SECTION A-A

1 3/4", 2", OR 2 1/4" PSST SIGN POST



SECTION B-B



SECTION C-C

2 1/2" PSST SIGN POST

MATERIALS TABLE FOR SIGN POST AND FOOTING		
SIGN POST 12 GA. OR 14 GA.	FOOTING	
	POST ANCHOR	ANCHOR SLEEVE
1 3/4" X 1 3/4"	2" X 2" X 12 GA.	2 1/4" X 2 1/4" X 12 GA.
2" X 2"	2 1/4" X 2 1/4" X 12 GA.	2 1/2" X 2 1/2" X 12 GA.
2 1/4" X 2 1/4"	2 1/2" X 2 1/2" X 12 GA.	3" X 3" X 7 GA.
2 1/2" X 2 1/2"	3" X 3" X 7 GA.	Not Required

NOTE: 14 ga. posts must meet a certified minimum yield strength of 60,000 p.s.i.

INSTALLATION PROCEDURES

1. Plumb and drive post anchor into the ground 18", if anchor sleeve is required, or to the specified height above the ground line.
2. Install anchor sleeve (if required) on the post anchor and align the first holes above the ground line. Plumb and drive post anchor with anchor sleeve into the ground to the specified height above the ground line.
3. Install sign post into the post anchor.

PERFORATED SQUARE STEEL TUBE POST (PSST)

CONSULTANTS:

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS

[illegible]

PROJ NO: P112230025

SCALE: N/A

DATE: 12/21/2023

DESIGNED BY: N/A

CHECKED BY: M

CHECKED BY: N/A
DATE: 11/1/2011

SHEET TITLE:

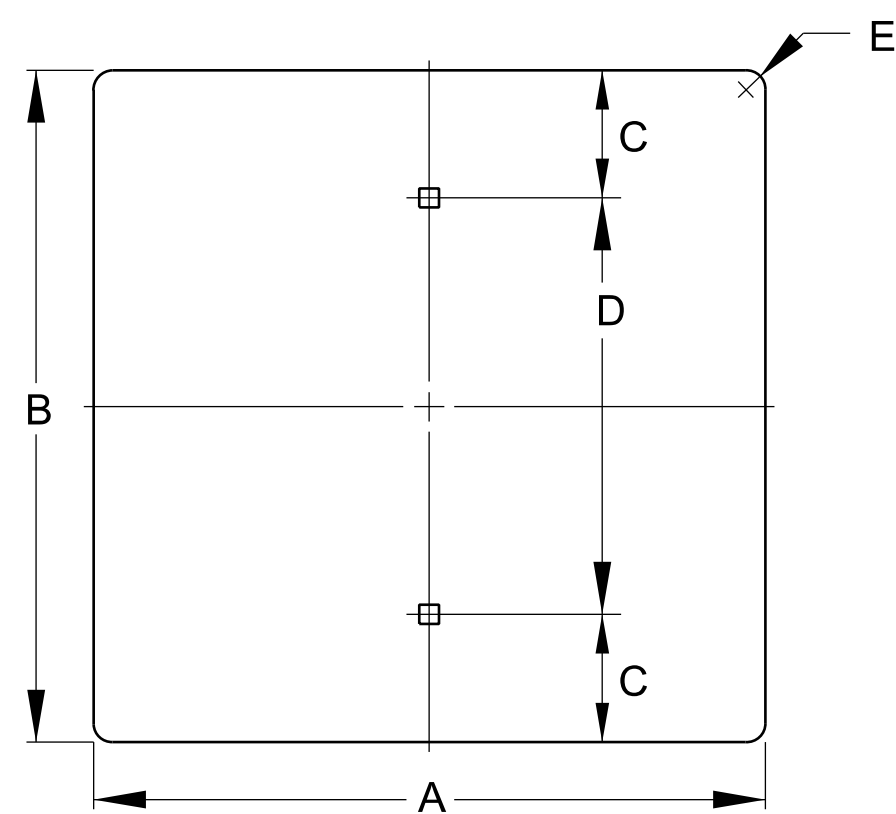
DETAIL

PERFORATED
SQUARE STEEL
TUBE POST (PSST)

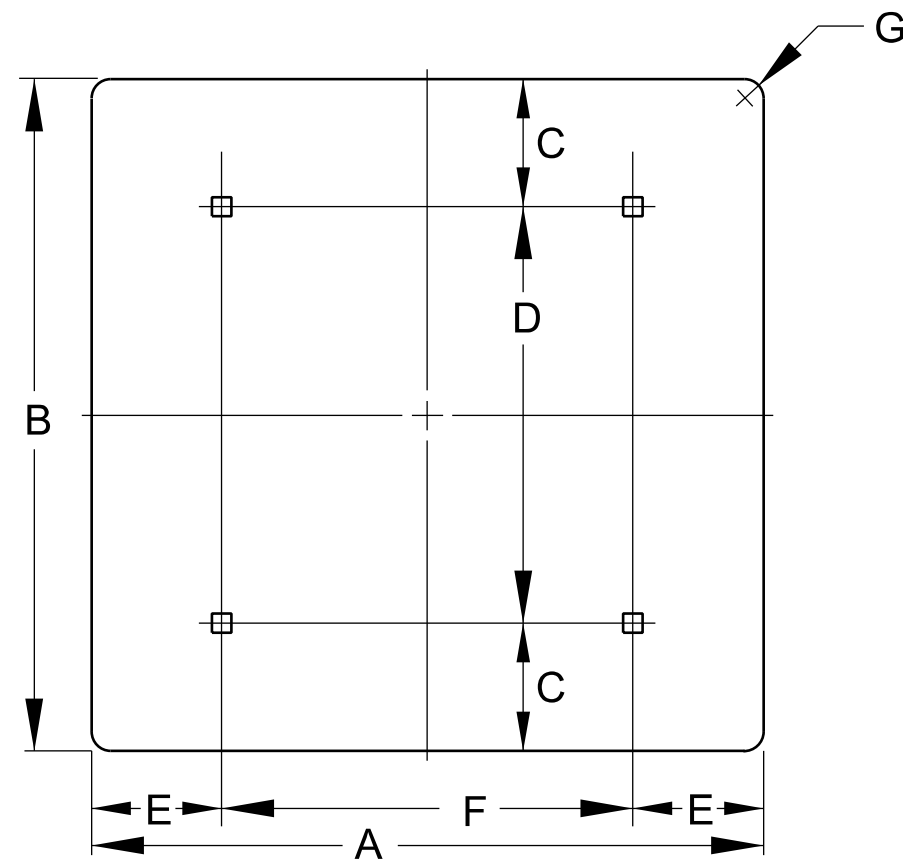
SHEET NO.

24

SHEET 24 OF 36



	SIGN SIZE	A	B	C	D	E	T	AREA
①	3 X 8	3	8	1	6	$\frac{3}{8}$	0.040	0.17
①	6 X 12	6	12	3	6	$\frac{3}{8}$	0.063	0.50
	12 X 6	12	6	1 ½	3	$\frac{3}{4}$	0.063	0.50
	12 X 9	12	9	1 ½	6	1 ½	0.063	0.75
	12 X 18	12	18	3	12	1 ½	0.063	1.50
	12 X 24	12	24	3	18	1 ½	0.080	2.00
	12 X 36	12	36	6	24	1 ½	0.080	3.00
	12 X 48	12	48	6	36	1 ½	0.080	4.00
	18 X 6	18	6	1 ½	3	1 ½	0.063	0.75
	18 X 18	18	18	3	12	1 ½	0.063	2.25
	18 X 30	18	24	3	24	1 ½	0.080	3.75
	18 X 36	18	24	6	24	1 ½	0.080	4.50
	18 X 42	18	24	6	30	1 ½	0.080	5.25
	18 X 48	18	24	6	36	1 ½	0.080	6.00
	21 X 15	21	15	1 ½	12	1 ½	0.080	2.19
	24 X 6	24	6	1 ½	3	1 ½	0.080	1.00
	24 X 12	24	12	3	6	1 ½	0.080	2.00
	24 X 18	24	18	3	12	1 ½	0.080	3.00
	24 X 24	24	24	3	18	1 ½	0.080	4.00
	24 X 30	24	30	3	24	1 ½	0.080	5.00
	24 X 36	24	36	6	24	1 ½	0.080	6.00
	30 X 12	30	12	3	6	1 $\frac{7}{8}$	0.080	2.50
	30 X 15	30	15	1 ½	12	1 $\frac{7}{8}$	0.080	3.13
	30 X 18	30	18	3	12	1 $\frac{7}{8}$	0.080	3.75
	30 X 21	30	21	1 ½	18	1 ½	0.080	4.38
	30 X 24	30	24	3	18	1 $\frac{7}{8}$	0.080	5.00
	30 X 30	30	30	3	24	1 $\frac{7}{8}$	0.080	6.25
	30 X 36	30	36	6	24	1 $\frac{7}{8}$	0.080	7.50
	36 X 12	36	12	3	6	1 ½	0.080	3.00
	36 X 18	36	18	3	12	1 ½	0.080	4.50
	36 X 24	36	24	3	18	1 ½	0.080	6.00
	36 X 30	36	30	3	24	2 $\frac{1}{4}$	0.080	7.50
	36 X 36	36	36	6	24	2 $\frac{1}{4}$	0.080	9.00
③	45 X 36	45	36	3	30	2 $\frac{1}{4}$	0.100	11.25



	SIGN SIZE	A	B	C	D	E	F	G	T	AREA
2	36 X 12	36	12	3	6	3	30	1 ½	0.080	3.00
	36 X 30	36	30	3	24	3	30	2 ¼	0.080	7.50
	36 X 48	36	48	9	30	6	24	0	0.100	12.00
	36 X 60	36	60	12	36	6	24	0	0.100	15.00
	36 X 72	36	72	6	60	6	24	0	0.100	18.00
	42 X 12	48	12	3	6	6	30	1 ½	0.080	3.50
	42 X 18	48	18	3	12	6	30	1 ½	0.080	5.25
	42 X 24	48	24	6	12	6	30	1 ⅞	0.080	7.00
	42 X 36	48	36	6	24	6	30	0	0.100	10.50
	48 X 12	48	12	3	6	9	30	1 ½	0.080	4.00
2	48 X 18	48	18	3	12	9	30	1 ½	0.080	6.00
	48 X 24	48	24	6	12	9	30	1 ⅞	0.080	8.00
	48 X 30	48	30	6	18	9	30	0	0.100	10.00
	48 X 36	48	36	6	24	9	30	0	0.100	12.00
	48 X 42	48	42	6	30	9	30	0	0.100	14.00
	48 X 48	48	48	9	30	9	30	0	0.100	16.00
	48 X 60	48	60	12	36	9	30	0	0.100	20.00
	48 X 72	48	72	6	60	9	30	0	0.100	24.00
	48 X 96	48	96	12	72	9	30	0	0.100	32.00
	60 X 12	60	12	3	6	12	36	0	0.100	5.00

SIGN SIZE	A	B	C	D	E	F	G	T	AREA
60 X 18	60	18	3	12	12	36	0	0.100	7.50
60 X 24	60	24	6	12	12	36	0	0.100	10.00
60 X 30	60	30	6	18	12	36	0	0.100	12.50
60 X 36	60	36	6	24	12	36	0	0.100	15.00
60 X 42	60	42	6	30	12	36	0	0.100	17.50
60 X 48	60	48	9	30	12	36	0	0.100	20.00
72 X 12	72	12	3	6	15	42	0	0.100	6.00
72 X 18	72	18	3	12	15	42	0	0.100	9.00
72 X 24	72	24	6	12	15	42	0	0.100	12.00
72 X 30	72	30	6	18	15	36	0	0.100	15.00
72 X 36	72	36	6	24	15	42	0	0.100	18.00
72 X 42	72	42	6	30	15	42	0	0.100	21.00
72 X 48	72	48	9	30	15	42	0	0.100	24.00
84 X 12	84	18	3	6	18	48	0	0.100	7.00
84 X 18	84	18	3	12	18	48	0	0.100	10.50
84 X 24	84	24	6	12	18	48	0	0.100	14.00
84 X 30	84	30	6	18	18	48	0	0.100	17.50
84 X 36	84	36	6	24	18	48	0	0.100	21.00
84 X 42	84	42	6	30	18	48	0	0.100	24.50
84 X 48	84	48	9	30	18	48	0	0.100	28.00

NOTE:

All holes are $\frac{3}{8}$ " square, unless otherwise noted.

The dimension "T" is the thickness of the aluminum blank.

- ① Holes shall be $\frac{5}{16}$ " diameter.
- ② Dimension "D" requires a center hole.
- ③ Additional hole 12" below top hole.

CONSULTANTS:

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS



REVISIONS:				
MARK	DATE			DESCRIPTION

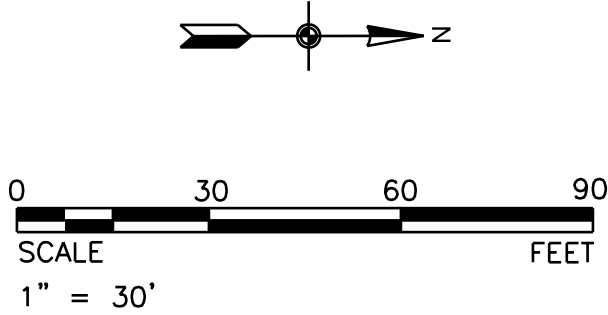
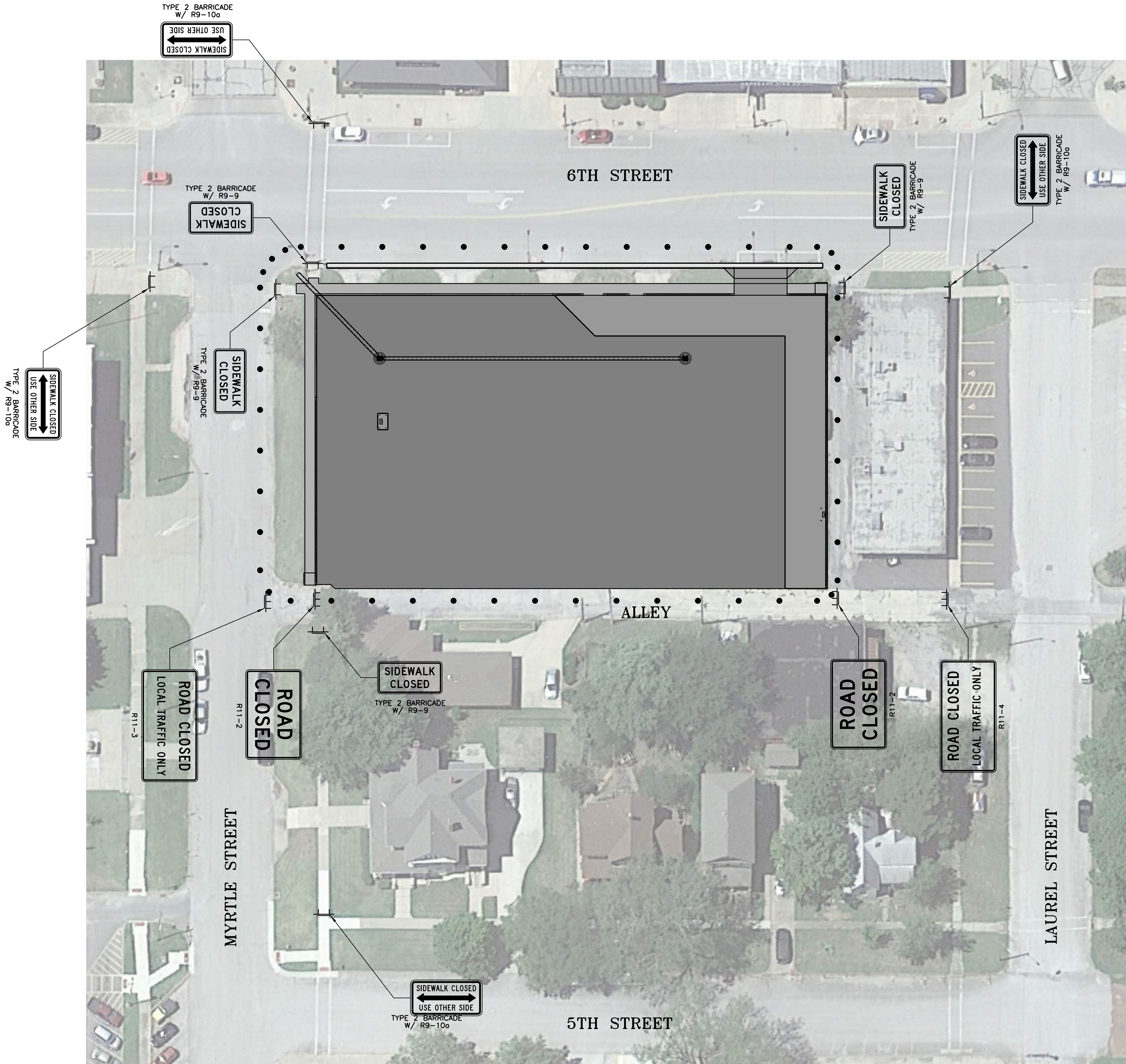
PROJ NO: P112230025
SCALE: N/A
DATE: 12/21/2023
DESIGNED BY: N/A
DRAWN BY: N/A
CHECKED BY: N/A

SHEET TITLE:

SIGN BLANK
DETAILS FOR
FLAT SHEET SIGNS
2 OF 2

SHEET NO.
26
SHEET 26 OF 36

CL:HALL
12/21/2023 - 10:04:13 AM p:\c\lq-pw\01-l-a-e-transyscorp\p\1\Documents\Projects_2023\IN112112230025\Site\Standard Sheets\C-0025-TC01.dgn



TRAFFIC CONTROL NOTES

1. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
2. ALL EXISTING SIGNS IN CONFLICT WITH THE TRAFFIC CONTROL OR THE FINAL LANE CONFIGURATION SHALL BE COVERED OR REMOVED AND EITHER RESET OR STORED ON SITE FOR RETRIEVAL BY THE OWNER AS DIRECTED BY THE ENGINEER. EXISTING SIGNS NECESSARY FOR TRAFFIC DURING CONSTRUCTION SHALL BE ADJUSTED (AND LATER RESET), AS NECESSARY, AS DIRECTED BY THE ENGINEER.
3. AS WORK IS COMPLETED, THE CONTRACTOR SHALL INSTALL PERMANENT SIGNING AND PAVEMENT MARKINGS AS SHOWN IN THE SIGNING AND PAVEMENT MARKING PLANS OR AS DIRECTED BY THE ENGINEER.
4. PAVEMENT MARKINGS CONFLICTING WITH THE TRAFFIC CONTROL SHALL EITHER BE REMOVED OR COVERED WITH AN APPROVED REMOVABLE TAPE DURING CONSTRUCTION. TEMPORARY PAVEMENT MARKINGS SHALL BE TYPE 1 TEMPORARY PAVEMENT MARKING TAPE. THE CONTRACTOR SHALL MAINTAIN ALL PAVEMENT MARKINGS THROUGHOUT THEIR INTENDED SERVICE LIVES.
5. THE CONTRACTOR WILL BE REQUIRED TO PROVIDE ACCESS TO PROPERTY OWNERS OR OCCUPANTS DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE 7 DAYS NOTICE TO PROPERTY OWNERS AND OCCUPANTS BEFORE BEGINNING IMPROVEMENTS IN THE VICINITY OF THEIR PROPERTY.
6. THE CONTRACTOR SHALL ONLY CLOSE DRIVES/ENTRANCES TO BUSINESSES AND RESIDENCES DURING THE TIME IMPROVEMENTS ARE BEING MADE IN THE VICINITY OF THE PROPERTY.
7. FOR SIDE ROAD CLOSURE INFORMATION, SEE SHEET 30.

LEGEND

- CHANNELIZER
- TYPE 3 BARRICADE W/SIGN
- TYPE 2 PEDESTRIAN BARRICADE W/SIGN

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3989
FAX: 620-446-9048

CONSULTANT'S:

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS



REVISIONS:

MARK	DATE	DESCRIPTION

PROJ NO: P112230025
SCALE: 1" = 30'
DATE: 12/21/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

SHEET TITLE:
**TRAFFIC CONTROL
&
SIDEWALK
CLOSURE**

SHEET NO.
27
SHEET 27 OF 36

CL:HALL
12/21/2023 - 10:04:26 AM p:\c\leg-pw\in01\l-a-e\transyscorp-pw1\Documents\Projects_2023\IN112112230025\Slee\Standard Sheets\C-0025-le700.dgn

1) Design Speed: Those items delegated to temporary traffic control should be designed and installed using the posted/legal speed of the roadway prior to work starting.

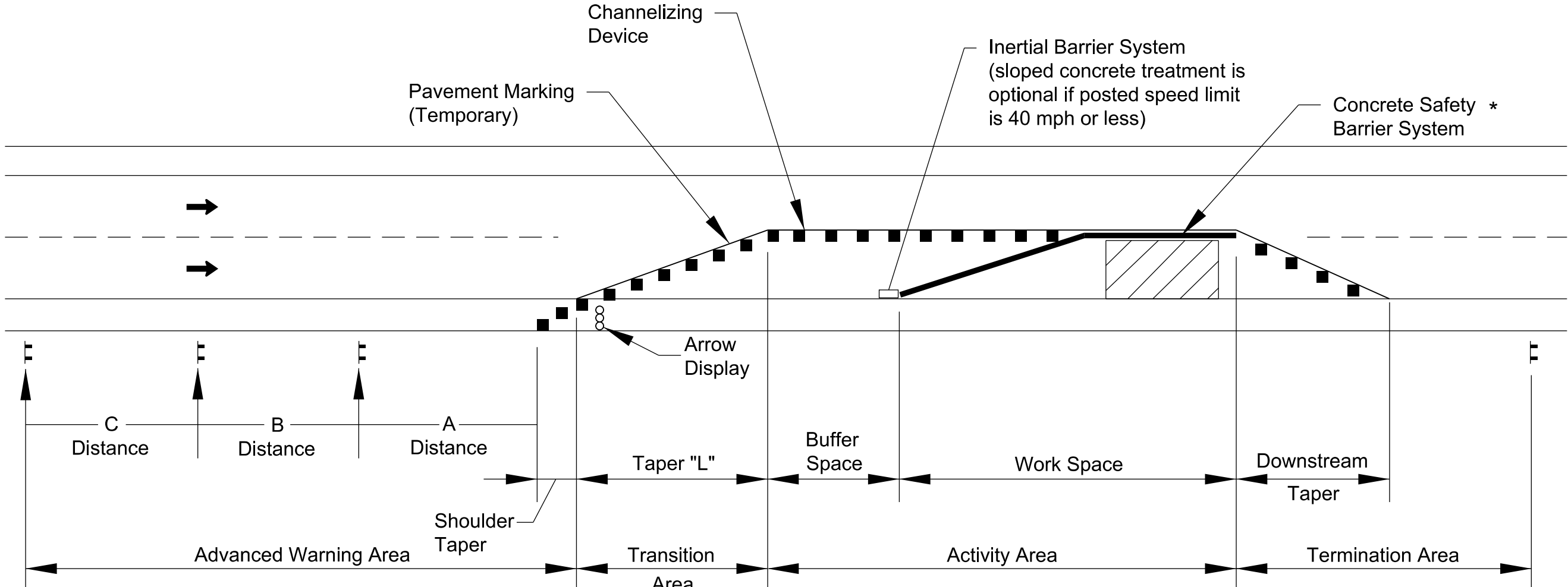
2) Minimum Lane Width: Lane widths shall be a minimum of 11' (measured between centerlines of pavement markings) or as shown on the plans, or as directed by the engineer. A lane width less than 11' may require restricted roadway width signing.

3) Consideration should be made to separate pedestrian and, if needed, bicycle movements from both work site activity and vehicular traffic. Unless a reasonable safe route that does not involve crossing the roadway can be provided, pedestrians should be appropriately directed with advance signing that encourages them to cross to the opposite side of the roadway. In urban and suburban areas with high vehicular traffic volumes, these signs should be placed at intersections (rather than midblock locations) so that pedestrians are not confronted with midblock work sites that will induce them to attempt skirting the work site or making a midblock crossing.

4) When existing pedestrian facilities are disrupted, closed, or relocated, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.

5) When the driving surface open to traffic is milled or is a temporary surface made of loose material, or when directed by the engineer a W8-15 (Grooved Pavement) or W8-7 (Loose Gravel) sign shall be used on mainline approaches. This sign should be placed a "C" distance after the W20-1 (Road Work Ahead) sign. A W8-15p motorcycle plaque shall be used to supplement the W8-15 or W8-7 signs. All signs shall be displayed as long as the condition is present.

6) Alternative temporary rumble strip options may be available. Please contact the Temporary Traffic Control Unit for more information at 785-296-1179 or 785-296-1183.



TYPICAL WORK ZONE COMPONENTS

* When concrete barrier system is used, portable channelizing devices are not needed along the tangent barrier section.

Minimum advance warning sign spacing (in feet):

SPEED (MPH)*	A	B	C
URBAN (40 MPH OR LOWER)	100	100	100
URBAN (45 MPH OR HIGHER)	350	350	350
RURAL (55 MPH OR LOWER)	500	500	500
RURAL (60 MPH OR HIGHER)	750	750	750
EXPRESSWAY/FREEWAY	1000	1500	2640

* Posted speed prior to work starting

The minimum spacing between signs shall be no less than 100', unless directed by the engineer.

The spacing between any signs may be increased beyond the minimum values in the table above as approved by the engineer in order to maximize visibility.

Buffer Space

SPEED (MPH)*	20	25	30	35	40	45	50	55	60	65	70	75
LENGTH (ft)	115	155	200	250	305	360	425	495	570	645	730	820

* Posted speed prior to work starting

Neither work activity nor storage of equipment, vehicles, or material should occur in the buffer space. When a protection vehicle is placed in advance of the work space, only the space upstream of the vehicle constitutes the buffer space.

If temporary concrete safety barrier system is used to separate approaching traffic from the work space, the barrier system shall be considered part of the activity area. A full lane width should be available throughout the length of the buffer space. See typical work zone components above.

Taper Formulas:

L = WS for speeds of 45 MPH or more

L = WS²/60 for speeds of 40 MPH or less

Where: L = Minimum length of taper in feet
S = Numerical value of posted speed prior to work starting in MPH
W = Width in offset feet

Shifting Taper=1/2 L
Shoulder Taper=1/3 L

Channelizer Placement:

- The spacing between devices in transition area (taper) should not exceed a distance in feet equal to 1/2 the posted speed limit in mph prior to work starting.
- The spacing between devices in the advanced warning area and the activity area should not exceed a distance in feet equal to two times the posted speed limit in mph prior to work starting.
- Channelizing devices shall be placed for optimum visibility, normally at right angles to the traffic flow.
- Place directional indicator barricades in series to direct traffic onto the new path. The arrow sign should not be visible to opposing traffic.
- Alternating diagonal orange and white striping must slope downward in the direction traffic is expected to pass.

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

CONSULTANTS:

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS



REVISIONS:		DESCRIPTION	
MARK	DATE		

PROJ NO:	P112230025
SCALE:	N/A
DATE:	12/21/2023
DESIGNED BY:	N/A
DRAWN BY:	N/A
CHECKED BY:	N/A

SHEET TITLE:

TRAFFIC CONTROL
GENERAL NOTES

SHEET NO.	28
SHEET	28 OF 36

The diagram illustrates the placement of Type 3 barricades for a complete closure. It shows a horizontal road with a hatched 'Work Space' on the left. A 'Type 3 Barricade' (represented by a symbol) is placed at the start of the work space. A 'House, Field Entrance, or Public Road (typ.)' branches off to the right. Two distances of 500' are marked from the barricade to the entrance. Various signs are shown: 'ROAD CLOSED' (48'x 30'), 'ROAD CLOSED 500 FT.' (48'x 48'), 'ROAD CLOSED 1000 FT.' (48'x 48'), and 'ROAD CLOSED LOCAL TRAFFIC ONLY' (60'x 30'). Alternative signs for 'ROAD CLOSED TO THRU TRAFFIC' and 'ROAD CLOSED XX MILES AHEAD LOCAL TRAFFIC ONLY' are also shown. A 'NOTE' states that R11-3A and R11-4 signs should be accompanied by detour signing as shown on project traffic control plans.

Complete Closure
Type 3 Barricades

Work Space

House, Field Entrance,
or Public Road (typ.)

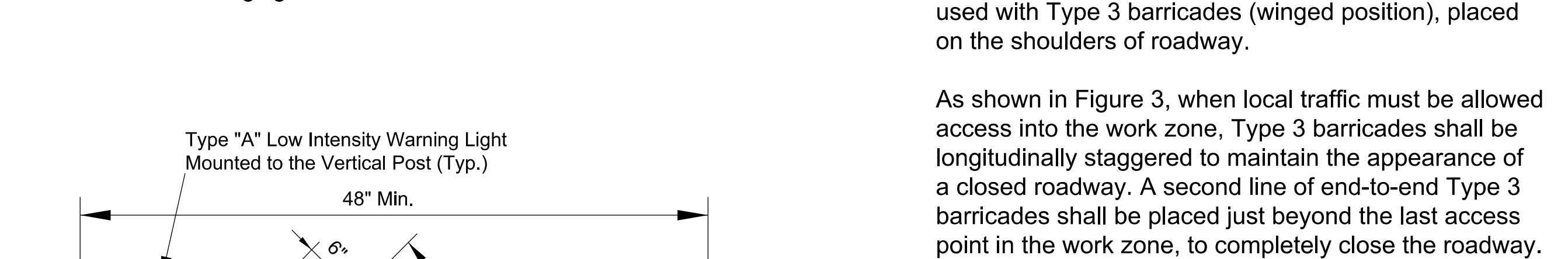
500'

500'

Use R11-4 if less than 1 Mile
Use R11-3a if 1 Mile or more

NOTE:
The R11-3A and R11-4 signs
should be accompanied with
appropriate detour signing,
as shown on project traffic
control plans.

[illegible][illegible]

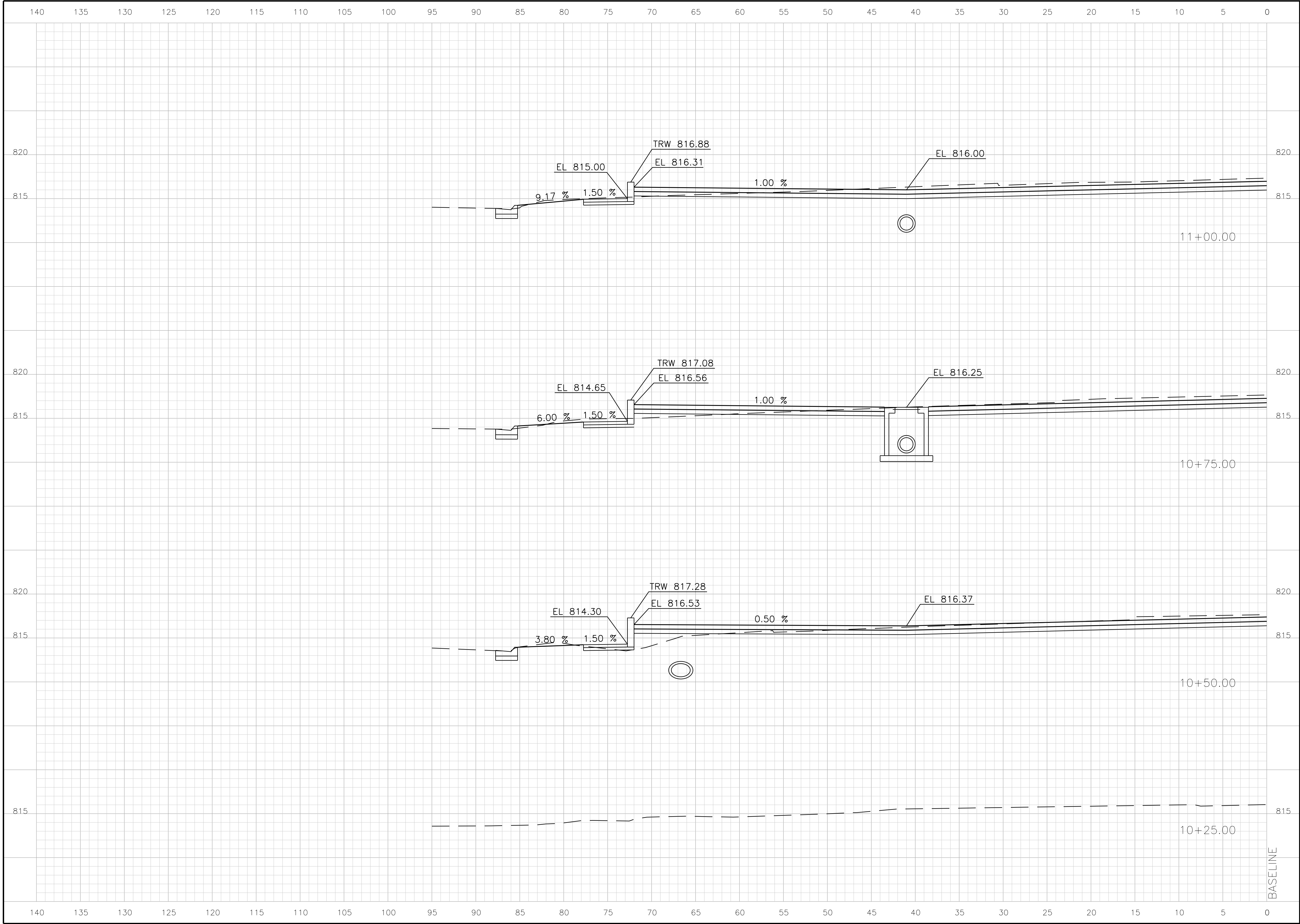


As shown in Figure 1, at the point where thru traffic must detour and local traffic can proceed to the location where the roadway is completely closed, the R11-3a (ROAD CLOSED # MILES AHEAD LOCAL TRAFFIC ONLY) or R11-4 (ROAD CLOSED LOCAL TRAFFIC ONLY) or ROAD CLOSED TO THRU TRAFFIC) sign shall be used with Type 3 barricades (winged position), placed on the shoulders of roadway.

The R11-4 (ROAD CLOSED TO THRU TRAFFIC or ROAD CLOSED LOCAL TRAFFIC ONLY) sign shall be used when the distance to the point of complete closure of the roadway is less than 1 mile.

The words "BRIDGE OUT" (or BRIDGE CLOSED) may be substituted for the words "ROAD CLOSED" on the R11-3a or R11-4 sign where applicable.

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115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3899
FAX: 620-446-9048

CONSULTANTS:

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS



REVISIONS:		MARK	DATE	DESCRIPTION

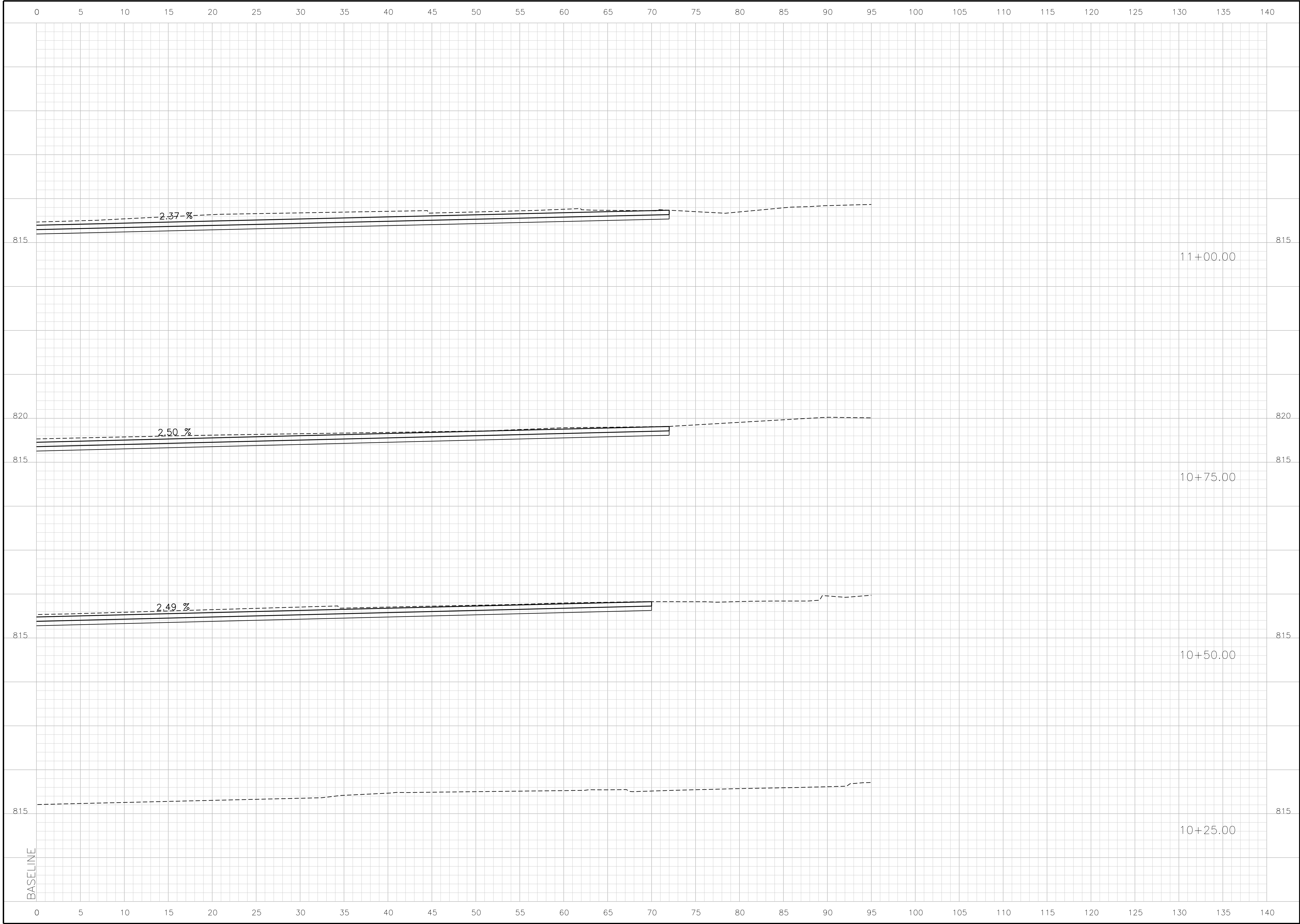
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SCALE: 1" = 5'
DATE: 12/21/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

SHEET TITLE:
CROSS SECTIONS
LT. OF BASELINE
STA 10+25.00 TO
STA 11+00.00

SHEET NO.
31

SHEET 31 OF 36

CLHALL
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115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3899
FAX: 620-446-9048

CONSULTANTS:

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS

REVISIONS:		DESCRIPTION
MARK	DATE	

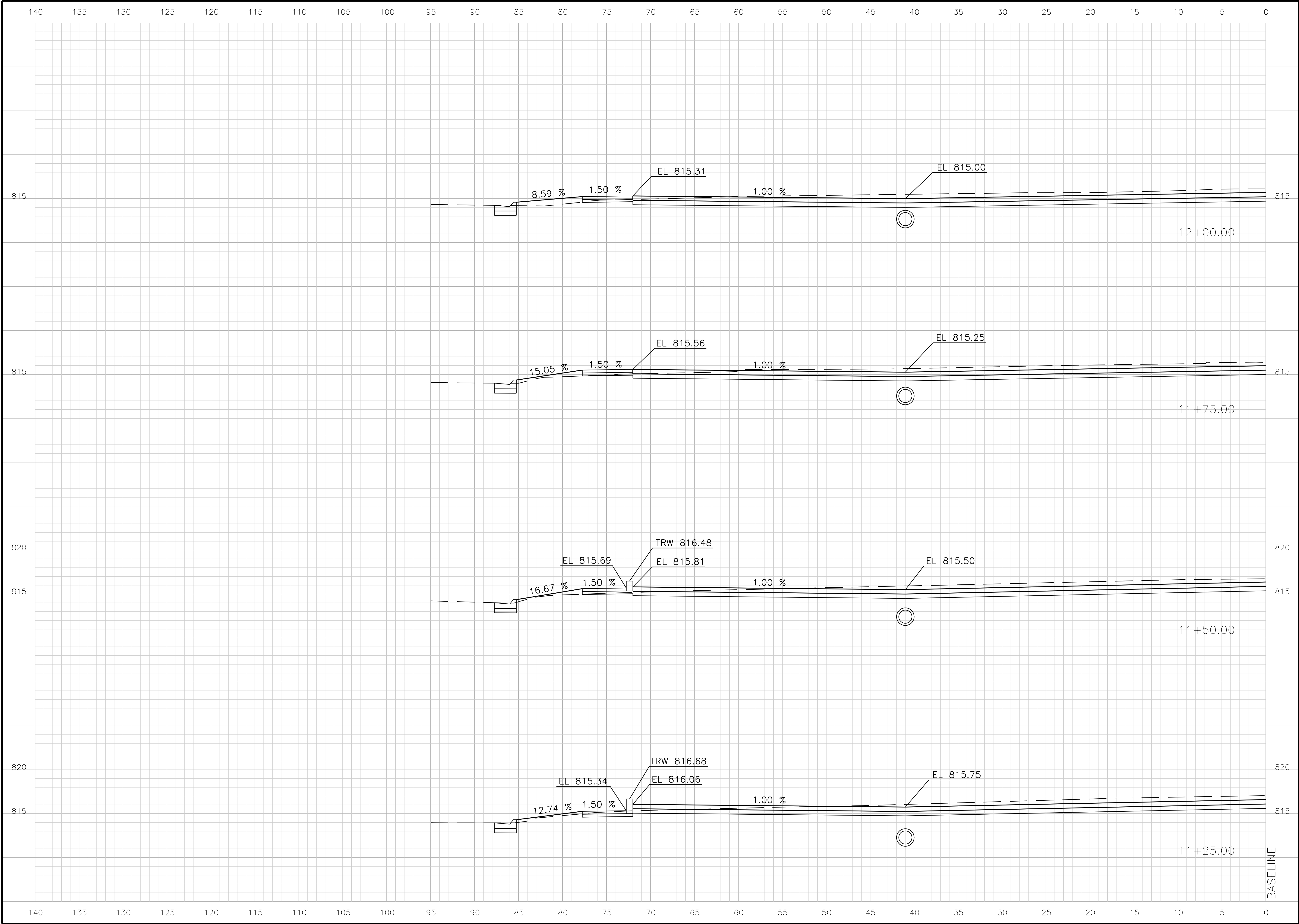
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SCALE: 1" = 5'
DATE: 12/21/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

SHEET TITLE:
**CROSS SECTIONS
RT. OF BASELINE
STA 10+25.00 TO
STA 11+00.00**

SHEET NO.
32

SHEET 32 OF 36

CLHALL
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IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING



115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3899
FAX: 620-446-9048

CONSULTANTS:

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS



REVISIONS:		MARK	DATE	DESCRIPTION

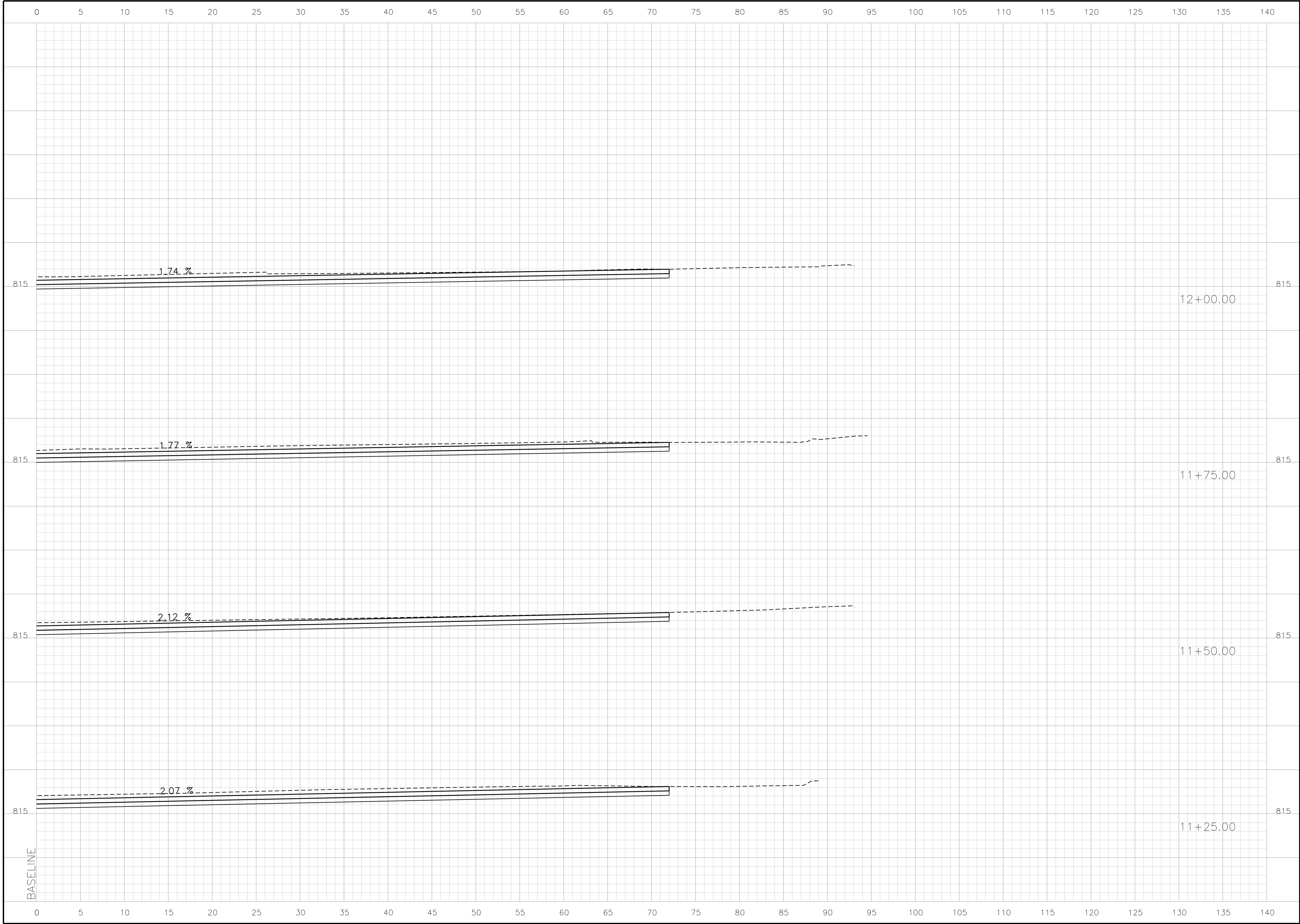
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SCALE: 1" = 5'
DATE: 12/21/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

SHEET TITLE:
CROSS SECTIONS
LT. OF BASELINE
STA 11+25.00 TO
STA 12+00.00

SHEET NO.
33

SHEET 33 OF 36

CLHALL
12/21/2023 - 10:04:41 AM p:\w\leg-pw\01 a-e\transyscorp-pw\1Documents\Projects_2023\IN112112230025\Site\Cross Sections\C-0025-XSM2.dgn



115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3899
FAX: 620-446-9048

CONSULTANTS:

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS

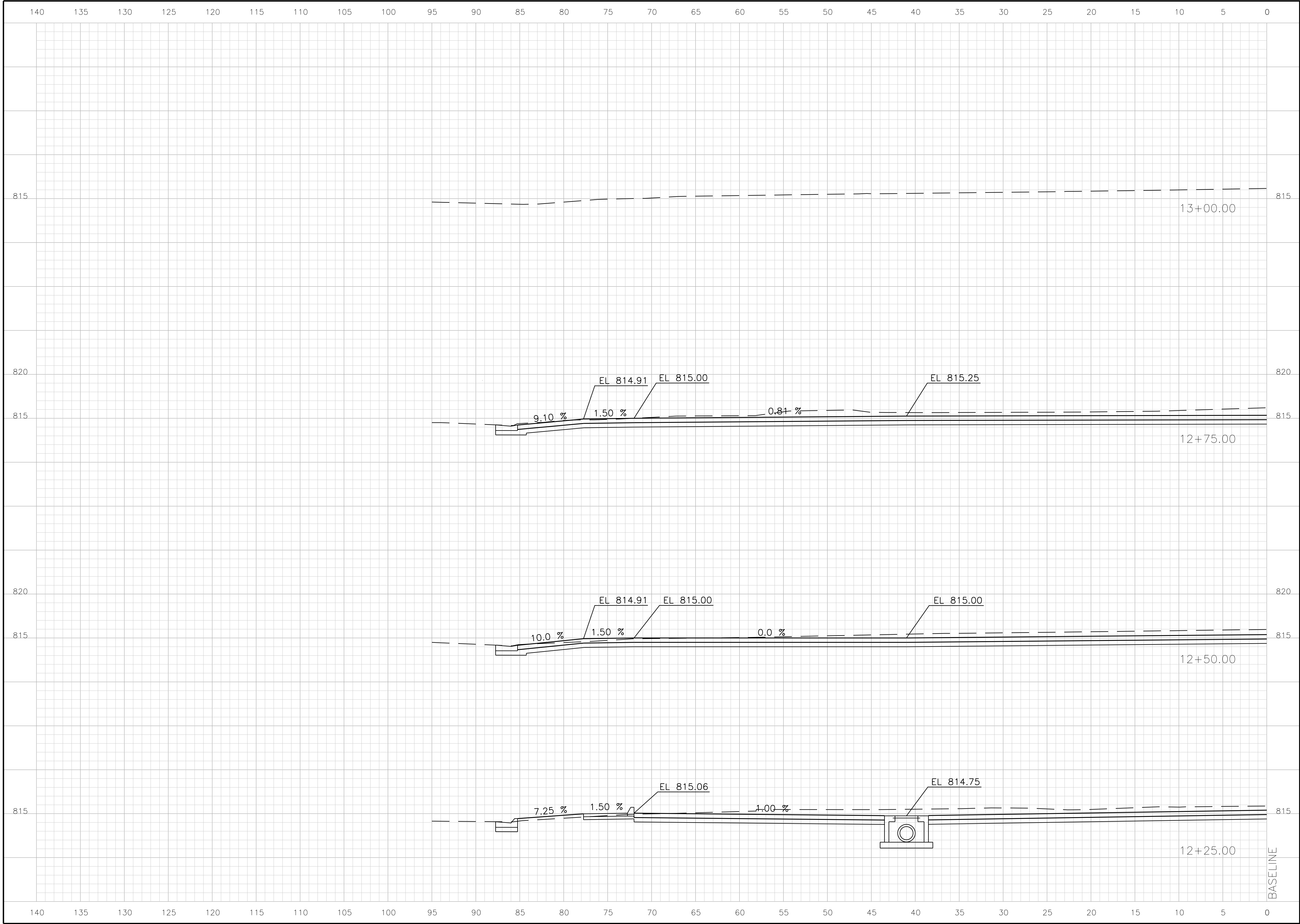
REVISIONS:		DESCRIPTION
MARK	DATE	

PROJ NO:	P112230025
SCALE:	1" = 5'
DATE:	12/21/2023
DESIGNED BY:	SDT
DRAWN BY:	CLH
CHECKED BY:	CCB

SHEET TITLE:	
CROSS SECTIONS RT. OF BASELINE STA 11+25.00 TO STA 12+00.00	

SHEET NO.	
34	
SHEET	34 OF 36

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115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3899
FAX: 620-446-9048

CONSULTANTS:

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS



REVISIONS:		MARK	DATE	DESCRIPTION

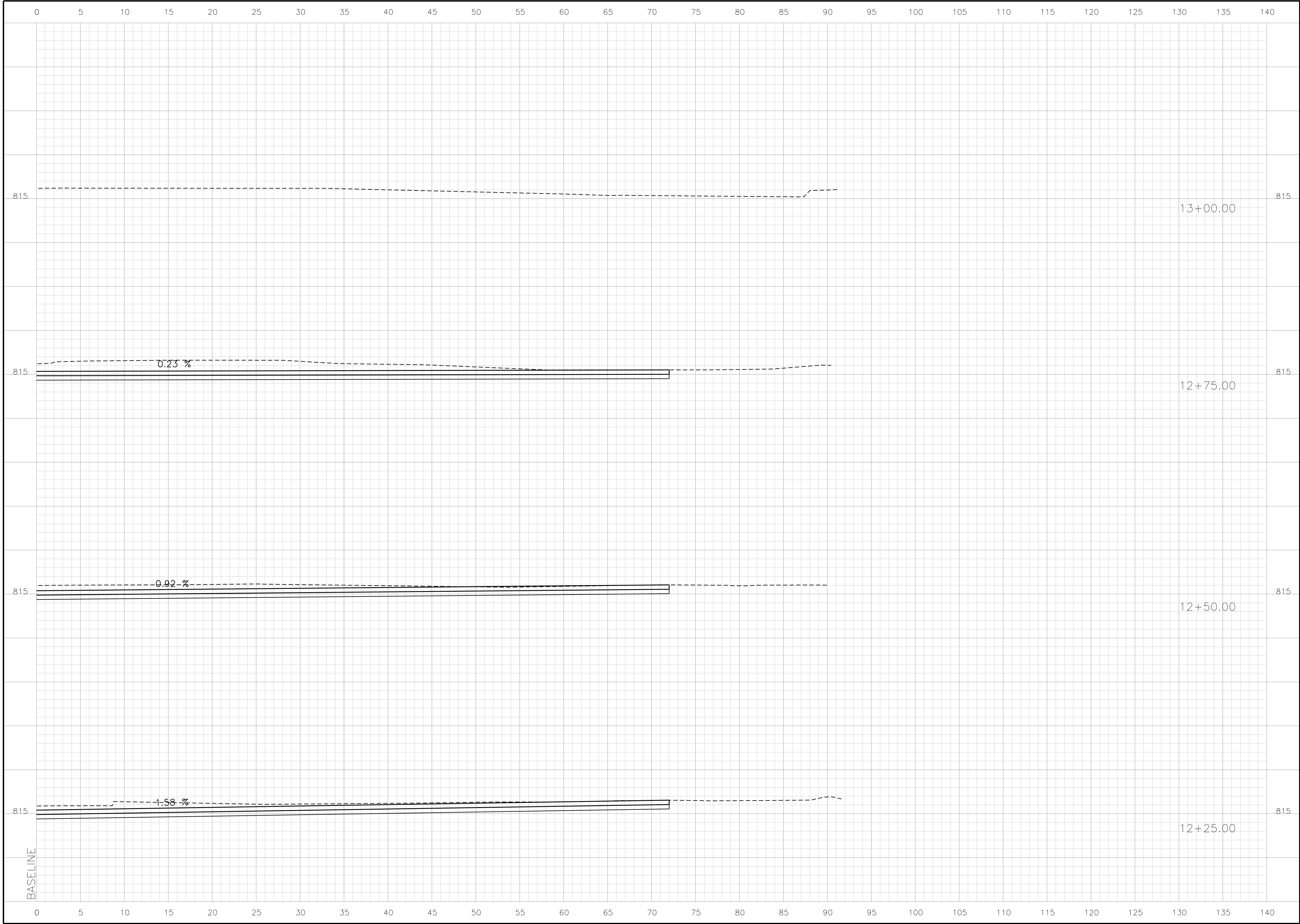
PROJ NO: P112230025
SCALE: 1" = 5'
DATE: 12/21/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

SHEET TITLE:
CROSS SECTIONS
LT. OF BASELINE
STA 12+25.00 TO
STA 13+00.00

SHEET NO.
35

SHEET 35 OF 36

CLHALL
12/21/2023 - 10:04:45 AM p:\w\leg-pw\in01.a-e-transyscorp.com\transyscorp-pw\1\Documents\Projects_2023\IN112112230025\Site\Cross Sections\C-0025-XSM2.dgn



115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3899
FAX: 620-446-9048

CONSULTANTS:

6TH ST. & MYRTLE ST. PARKING LOT
INDEPENDENCE, KANSAS

REVISIONS:		DESCRIPTION
MARK	DATE	

PROJ NO: P112230025
SCALE: 1" = 5'
DATE: 12/21/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

SHEET TITLE:
**CROSS SECTIONS
RT. OF BASELINE
STA 12+25.00 TO
STA 13+00.00**

SHEET NO.
36

SHEET 36 OF 36

Contract Documents, Plans and Specification for

City Hall Parking Lot

For the

City of Independence, Kansas

Prepared by:

TranSystems

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Construction Subcontract	
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KDOT Specifications	

INVITATION TO BID..... 00020

SEALED BIDS for construction of City Hall Parking Lot for The City of Independence, KS, will be received by The City of Independence until 10:00 AM, C.D.T., January 18th, and then publicly opened and read aloud at City Hall, 120 North 6th, Independence, Kansas 67301

Bidding documents and Plans and Specifications have been prepared by TranSystems. The bid documents, plans and specifications may be examined at the office of the City Clerk and may be obtained from the office of TranSystems, 115 South 6th Street, Independence, Ks 67301. Att: Shawn Turner, PE , Phone 620 331 9621, sdturner@transystems.com for a printing and handling fee of \$100.

The Owner reserves the right to waive any informalities or minor defects and to reject any or all bids and to readvertise and rebid and/or negotiate with any or all bidders. Each bidder must deposit bid security with the bid in the amount of 5% of the total bid which is subject to conditions provided in the Instructions to Bidders.

The bidder to whom the Contract is awarded will be required to deposit a Performance and Statutory Payment bond in the amount of 100 % of the bid. No Bidder may withdraw his bid within sixty (60) calendar days after the opening thereof.

Bidders with questions concerning the project may contact: Shawn Turner, P.E., TranSystems, 115 South 6th, Independence, KS 67301. Phone: 620 331 9621. Email: sdturner@transystems.com

Date _____

City of Independence, Kansas

by _____
Mayor

BID.....0410

PROPOSAL of _____

hereinafter referred to as BIDDER,

- * a corporation arranged under the laws of the State of Kansas
- * a partnership consisting of
- * an individual d/b/a

TO: The City of Independence, Kansas, referred to as OWNER,

In response to your Invitation to Bid and having carefully examined the drawings, specifications, related contract documents, all addenda thereto, the project site and conditions related thereto, the BIDDER hereby proposes to perform all work City Hall Parking Lot in strict accordance with these Contract Documents, within the period(s) of time set out herein, and for the price(s), stated hereinafter.

By submission of this Bid, BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently without consultation, communication, agreement, collusion, or understanding with any other Bidder submitting a Bid for this Project.

BIDDER hereby agrees that if this Bid is accepted, BIDDER will, within fourteen (14) consecutive calendar days, after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, Insurance Certificates, and all other documents as required in these documents.

As bid security, BIDDER provides herewith, *Bid Bond, *Cashier's check, *Certified check, in the amount of five percent (5%) of the total bid amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the BIDDER fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established. BIDDER agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

BIDDER, in submitting this Bid, agrees to commence work under the Agreement on or before a date to be specified in the Notice to Proceed and to complete the Agreement within 90 consecutive calendar days, thereafter. BIDDER acknowledges understanding of terms for liquidated damages as provided by the General Conditions, and agrees to pay liquidated damages in the amount of \$1,000 per day, and by the term(s) established in the Agreement, without condition or recourse.

BIDDER acknowledges receipt of the following ADDENDA:

<u>NO.</u>	<u>DATE</u>
_____	_____
_____	_____
_____	_____
_____	_____

BID SCHEDULE

0410 - 1

Bid Prices shall be written in both word and numerals. In case of discrepancy, the bid price as written in words shall govern. Bidder understands and acknowledges in offering this Bid that the bid price in the Bid Schedule represents a summary price of all major items of construction required for the proposed work. Bidder further assures and acknowledges that each unit or lump sum bid price includes the cost of all adjacent, incidental, related, and companion items which are shown on the drawings, called for in the specifications, or otherwise necessary to provide a complete and functioning project.

The OWNER reserves the right to increase, decrease, or delete from the Project quantities of work at the Unit Bid Price or Lump Sum Price in order to bring the total contract price to the budgeted project expenditures.

BASE BID

Item No.	No. of Units	Item Description w/Bid Price Written in Words	Unit Price		Extended Total	
			Dollars	Cents	Dollars	Cents
1	1	Contractor Construction Staking _____ _____/LS	\$	_____	\$	_____
2	1	Mobilization _____ _____/LS	\$	_____	\$	_____
3	1	Clearing and Grubbing _____ _____/LS	\$	_____	\$	_____
4	2	Tree Removal _____ _____/EA	\$	_____	\$	_____
5	5	Removal Bollards _____ _____/EA	\$	_____	\$	_____
6	1	Remove 6' Pier _____ _____/EA	\$	_____	\$	_____
7	592	Rock Excavation _____ _____/CY	\$	_____	\$	_____
8	961	Common Excavation _____ _____/CY	\$	_____	\$	_____

9	34	Compaction of Earthwork Type B (MR-90)	\$ _____	\$ _____
		_____/CY		
10	682	Compaction of Earthwork Type AA (MR-0-5)	\$ _____	\$ _____
		_____/CY		
11	244	Curb and Gutter Combined (AE)	\$ _____	\$ _____
		_____/LF		
12	327	Curb, Edge (9")(AE)	\$ _____	\$ _____
		_____/LF		
13	207	Aggregate Base (AB-3)(4")	\$ _____	\$ _____
		_____/SY		
14	4087	Aggregate Base (AB-4)(6")	\$ _____	\$ _____
		_____/SY		
15	207	Sidewalk Construction (4")(AE)	\$ _____	\$ _____
		_____/SY		
16	7	Sidewalk Ramp	\$ _____	\$ _____
		_____/SY		
17	1331	6" HMA Comm. Grade (SM-12.5A)(PG-70-28)	\$ _____	\$ _____
		_____/TON		
18	595	Concrete Pavement (6" Uniform) (AE)	\$ _____	\$ _____
		_____/SY		
19	300	Concrete Pavement (8" Uniform) (AE)	\$ _____	\$ _____
		_____/SY		
20	1	Temporary Surfacing Material (Aggregate)(Set Price)	\$ _____	\$ _____
		_____/CY		

21	5125	Pavement Marking (Thermoplastic)(White)(4") _____ _____/LF	\$ _____	\$ _____
22	74	Pavement Marking (Thermoplastic)(Yellow)(4") _____ _____/LF	\$ _____	\$ _____
23	6	Pavement Marking Symbol (Intersection Grade)(White)(Thru Arrow) _____ _____/EA	\$ _____	\$ _____
24	4	Pavement Marking Symbol (Intersection Grade)(White)(Handicap) _____ _____/EA	\$ _____	\$ _____
25	2	Pavement Marking Symbol (Intersection Grade)(White)(EV) _____ _____/EA	\$ _____	\$ _____
26	29	Parking Blocks _____ _____/EA	\$ _____	\$ _____
27	1	Signing _____ _____/LS	\$ _____	\$ _____
28	1	Traffic Control _____ _____/LS	\$ _____	\$ _____
29	4	Bollards 6" _____ _____/EA	\$ _____	\$ _____
30	1	Relocate and Set Existing Drop Box _____ _____/LS	\$ _____	\$ _____
31	1	4" Electrical Conduit W/ 30" Sweeps _____ _____/LS	\$ _____	\$ _____

32	1	Sodding	\$ _____	\$ _____
		_____ /LS		
33	1	Erosion Control	\$ _____	\$ _____
		_____ /LS		
		_____ /LF		
34	2	Inlet (Area)	\$ _____	\$ _____
		_____ /EA		
35	203	Storm Sewer (18")(RCP)	\$ _____	\$ _____
		_____ /LF		

Total Base Bid Amount

_____ Dollars (\$ _____)

Amounts are to be shown in both words and figures. In case of discrepancy, the amounts written in words will govern.

BIDDER understands and acknowledges that the bid items shown in this proposal represent a summary of all major components of construction required; and is set forth to facilitate the comparison of bids; and to provide a basis for any future negotiations that may be necessary.

BIDDER further understands and acknowledges that the bids on the different items on the Bid Schedule must be balanced within reasonable limits.

Respectfully submitted,

ATTEST: _____

Name of Contractor

By

Title

(SEAL)
(If Bid is a Corporation)

Address (Including Zip Code)

INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five (5) days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. [Evidence of Bidder's authority to do business in the state where the Project is located.]
 - B. [Bidder's state or other contractor license number, if applicable.]
 - C. [Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."]
 - D. [Other required information regarding qualifications]
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 4.01 *Site and Other Areas*
- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any

additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 Existing Site Conditions

- A. No reports of subsurface conditions exist for this project.
- B. **Underground Facilities:** Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. **Adequacy of Data:** Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 Site Visit and Testing by Bidders

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is required to conduct any subsurface testing, or investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 Owner's Safety Program

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 Other Work at the Site

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. There are no reports of explorations and tests of subsurface conditions at or adjacent to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site for this project.

- E. There are no Site-related reports and drawings.
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents

ARTICLE 6 – INTERPRETATIONS AND ADDENDA

- 6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 7 – BID SECURITY

- 7.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 7.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 7.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 7.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 8 – CONTRACT TIMES

- 8.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 9 – LIQUIDATED DAMAGES

- 9.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials

and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

- 10.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for all the portions of the Work.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 11.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 12 – PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 12.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 12.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 12.05 A Bid by an individual shall show the Bidder’s name and official address.
- 12.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 12.07 All names shall be printed in ink below the signatures.
- 12.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 12.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 12.10 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 13 – BASIS OF BID

13.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total

will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 14 – SUBMITTAL OF BID

- 14.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 14.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to as stated in the Invitation for Bids.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID

- 15.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 16 – OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 18.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 18.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
 - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
 - C. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.
 1. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder-specified time of Substantial Completion (in calendar days) times the rate for liquidated damages (in dollars per day).

2. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.
- 18.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19 – BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 20 – SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21 – SALES AND USE TAXES

- 21.01 Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. Any applicable taxes shall be included in the bid. Refer to the Supplementary Conditions for additional information

ARTICLE 22 – RETAINAGE

- 22.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

ARTICLE 23 – HOLD HARMLESS AGREEMENT

- 23.01 The work on this contract shall be completed in the time as specified on the proposal. If the work is not complete by that date, the Contractor shall indemnify and save harmless the Owner from all units, actions, or claims or such character, name and description brought for or on account of said failure to complete the work as stated.

ARTICLE 24 – HISTORICAL AND ARCHAEOLOGICAL

- 24.01 If during the course of construction, evidence of deposits of historical or archaeological interest is found, the Contractor shall cease operations affecting the find and shall notify the Owner who shall notify the State. No further disturbance of the deposits shall ensue until the Contractor has been notified by the Owner that he may proceed. The Owner will issue a Notice to Proceed only after the State Official has surveyed the find and make a determination to the Owner. Compensation to the Contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

ARTICLE 25 – CONTRACTS TO BE ASSIGNED

Bidder's attention is directed to the provisions of the Agreement which provide for the assignment of the Contract to a construction contractor designated by the Buyer to construct the Project. Bidder should consider the application of the terms and conditions of the Contract Documents after assignment, and is advised of the duty to continue to perform the Contract after it has been assigned to the construction contractor. Timing of the assignment is set forth in the Agreement. Forms documenting the assignment of the Contract and for the agreement of the Seller's surety to such assignment are included as attachments to the Agreement.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name, and Address of Principal Place of Business):

OWNER (Name and Address): City of Independence 120 North 6th Street Independence, Kansas

BID

Bid Due Date:

Description (Project Name— Include Location):

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)
Bidder's Name and Corporate Seal

(Seal)
Surety's Name and Corporate Seal

By:

Signature

Print Name

Title

By:

Signature (Attach Power of Attorney)

Print Name

Title

Attest:

Signature

Title

Attest:

Signature

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

NOTICE OF AWARD

Date of Issuance:

Owner: City of Independence

Owner's Contract No.:

Engineer: TranSystems

Engineer's Project No.: P112230025

Project: City Hall Parking Lot

Contract Name:

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated [] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

City Hall Parking Lot.

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ [] *[note if subject to unit prices, or cost-plus]*

[] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): 0

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

Copy: Engineer

THIS AGREEMENT is by and between The City of Independence, Kansas ("Owner") and _____ ("Contractor").

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1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$2,000 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

3.03 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 4 – PAYMENT PROCEDURES

4.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

4.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on a monthly basis during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. [Typically 90] percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be a 5 percent retainage; and
 - b. [Typically 90] percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

4.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 5 – INTEREST

- 5.01 All amounts not paid when due as provided in Article 15 of the General Conditions shall bear interest at the maximum legal rate.

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS

- 6.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. There are no reports of explorations and tests of subsurface conditions at or adjacent to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site for this project.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance bond
 - 3. Payment bond
 - 4. Other bonds. NONE
 - a. ____ (pages ____ to ____, inclusive).
 - 5. General Conditions (pages C-700-1 to C-700-65, inclusive).
 - 6. Supplementary Conditions (pages ____ to ____, inclusive). NONE
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference)
 - 9. Addenda (numbers ____ to ____)
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Revised Proposal
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 8 – MISCELLANEOUS

8.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

8.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.



NOTICE TO PROCEED

Owner:	City of Independence	Owner's Contract No.:
Contractor:		Contractor's Project No.:
Engineer:	TranSystems	Engineer's Project No.: P112230025
Project:	City Hall Parking Lot	Contract Name:
		Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of days to achieve Substantial Completion is _____.

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

PERFORMANCE BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address): City of Independence 120 North 6th Street Independence, Kansas

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location):

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (seal)

Surety's Name and Corporate Seal (seal)

By: _____
Signature

By: _____
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the

Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than

the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including

allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address): City of Independence 120 North 6th Street Independence, Kansas

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location):

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
 - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Independence
Contractor:
Engineer: TranSystems
Project: City Hall Parking Lot

Owner's Contract No.:
Contractor's Project No.:
Engineer's Project No.: P112230025
Contract Name:

This [preliminary] [final] Certificate of Substantial Completion applies to:

- ☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☐ None
☐ As follows

Amendments to Contractor's responsibilities: ☐ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor's Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner's Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 Reference Standards

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 Hazardous Environmental Conditions at Site

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
 1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds:* The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

- 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that:

- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
- 3) it has a proven record of performance and availability of responsive service; and
- 4) it is not objectionable to Owner.

- b. Contractor certifies that, if approved and incorporated into the Work:

- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 Safety Representative

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.
- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

- B. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

- C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment:*

- 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Completion of Work:*** The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:*** Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Work Change Directive No.

Date of Issuance:

Effective Date:

Owner: City of Independence

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer: TranSystems

Engineer's Project No.: P112230025

Project: City Hall Parking Lot

Contract Name:

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- ☐ Non-agreement on pricing of proposed change.
- ☐ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ [increase] [decrease].

Contract Time	days	[increase] [decrease].
----------------------	-------------	-------------------------------

Basis of estimated change in Contract Price:

- ☐ Lump Sum
 ☐ Unit Price
☐ Cost of the Work
 ☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:

By:

By:

Engineer (Authorized Signature)

Owner (Authorized Signature)

Contractor (Authorized Signature)

Title:

Title:

Title:

Date:

Date:

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

Change Order No. _____

Date of Issuance:
Owner: City of Independence
Contractor:
Engineer: TranSystems
Project: City Hall Parking Lot

Effective Date:
Owner's Contract No.:
Contractor's Project No.:
Engineer's Project No.: P112230025
Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)		Contractor (Authorized Signature)		
Title: _____	Title: _____		Title: _____		
Date: _____	Date: _____		Date: _____		

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
December 28, 2023

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider approving application for a Kansas Water Office grant to conduct dam inspection and repair activities.

SUMMARY RECOMMENDATION Approve application for grant.

BACKGROUND

The City engaged with Water Resource Solutions, LLC to conduct an inspection of the Low-Head Dam across the Verdigris. This dam creates the water level used to support the intake of water for the City. Without the dam, water would not be predictably available to the City.

The dam has not been inspected or had significant work performed on it since 1988.

As a part of the report, Water Resource Solutions, LLC recommended that repairs and additional investigation as summarized in the table below be undertaken so that the dam remains in operating condition. Note, this total does not include any repairs that have yet to be discovered from the additional inspection planned.

Item	Cost	Note		
Permitting	\$4,000	Required		
Temporary Diversion	\$165,000	Required		
Structural GPR	\$8,500	After Diversion		
Coring	\$16,000	If GPR Inconclusive		
Geotech	\$13,000	Document Rock Stability		
	\$206,500	Investigation Estimate		
Item	Cost	Note		
Repair Control Section	\$190,000	Observed		
Repair Abutment Cracking	\$5,000	Observed		
Repair Bank Protection	\$6,000	Observed		
	\$201,000	Known Repairs		
	\$407,500	Investigation and Repairs (Known) Total		
	\$79,000	Engineering Fees		
	\$486,500	Total		

As part of the inspection, an additional survey below the waterline will be undertaken in 1Q24 to determine if there is need for urgent action. If possible, the additional investigation and

repair items noted in the report will be done in 4Q24 and 1Q25, along with any other repair items that are necessary.

It is recommended that the City apply for the new Kansas Water Office grant which may cover some portion of these costs. As this is the first year for the grant, the amount of coverage that it may provide is unknown, but any offset of these inspection and repair costs would lower the cost to the City.

FINANCIAL INFORMATION Application for the grant is free.

SUGGESTED MOTION I move to authorize application to the Kansas Water Office for a grant for inspection and repair costs related to the City's Low-Head Dam.

SUPPORTING DOCUMENTS

1. Independence City Dam Evaluation and Maintenance Plan - REVISED 11-10-23 (1)
2. Independence - Low Water Concrete Dam Inspection - Amendment 1 - Scope of Services
3. Independence KS Concrete Dam Inspection - Amendment 1 - Fee

Independence City Dam Evaluation and Projected Maintenance Plan

Revised – 11-10-23



Completed for the City of Independence, KS

By

Water Resources Solutions, LLC
5000 W. 95th Street, Suite 290
Prairie Village, Kansas 66207
913-302-1030



PROJECT SUMMARY AND SCOPE

This low-head dam visual evaluation of the City of Independence, Kansas, low-head dam investigates the existing condition and lays out further investigations and maintenance solutions to preserve the existing low-head dam and minimize the risk of failure. As this dam creates the water level used by the City of Independence water treatment plant, its failure could result in significant disruption to city infrastructure. This report will include a visual assessment, geomorphic summary, historical data assessment, and a budget and timeline for additional recommended survey and maintenance efforts.

BACKGROUND

As many original sources as possible were consulted in order to best understand the history of the project. In addition to the information provided by the City of Independence, the state and federal regulatory agencies were contacted to see if any additional data was available.

ORIGINAL CONSTRUCTION

The Independence Dam construction on the Verdigris River was originally completed to provide a stable water elevation for the city water service. Historical records date the construction of the water service plant prior to 1912, over 110 years ago. No exact records of the low-head dam construction or plans were found to be available from the State of Kansas or from the Tulsa District U.S. Army Corps of Engineers (USACE).

1986 DAM ASSESSMENT

A diver's assessment of the downstream scour and concrete conditions was performed by Midwest Marine Contraction Inc. in April of 1986, and found extensive damage. The tests they performed found most of the concrete to be in poor condition, including the apron and the wingwalls. the large void under the apron was documented and the extent of the deterioration and undermining lead to the following USACE rehabilitation project.

1988 USACE REHABILITAION PROJECT

Improvements and repairs to the dam were constructed in 1988 in a project that was co-sponsored by the USACE. The City of Independence provided Water Resources Solutions with the restoration plans and the on-site construction observation photography. These photographs and plans detail the gabion bank and bed armoring downstream of the dam, the extension of the downstream concrete apron, the repair of the scour hole under the original foundation of the dam, and the installation of sheet pile to reinforce the east abutment on the

upstream side. The plans for this project do not include any details on the design or construction of the historic dam.

The majority of the original structure remains in place and unaltered from its original construction pre-1912.

GEOMORPHIC SUMMARY

The geology and historical geometry of a river can provide context to the problems faced by some riverine structures. A review of the available information was completed to look for any signs of instability or change in the Verdigris River basin.

GEOLOGY

The geology around Independence, Kansas, is comprised of sandstone, limestone, and layers of shale. Based on the 1996 geologic mapping of Montgomery County as performed by the Kansas Geological Survey, the Verdigris River has incised on to the Drum Limestone Formation of the Kansas City Group of the Missourian Series at the dam location (State of Kansas, 2023). The soils above this limestone layer that comprise the river banks and floodplain appear to be primarily clays, as evidenced by their steep slopes. A profile showing the vertical relationship of the formations is shown on Figure 1.

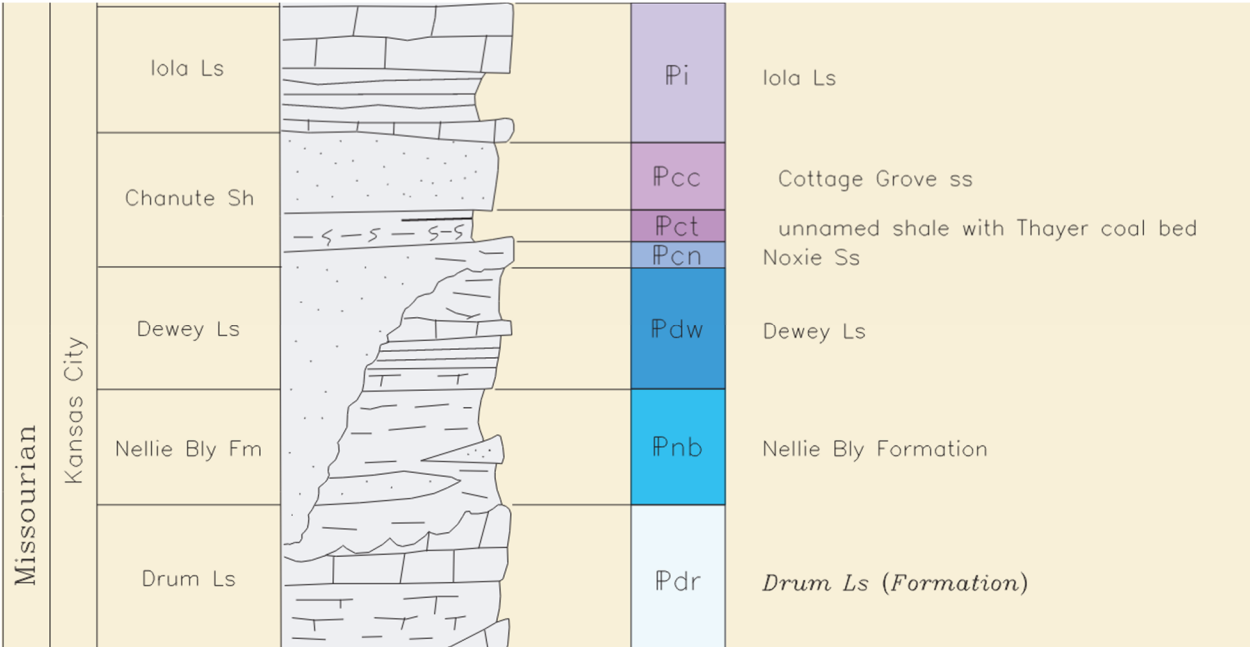


FIGURE 1 - GEOLOGIC PROFILE OF FORMATIONS NEAR DAM SITE (ADAPTED FROM KGS, 1996)

Geological investigation completed for a proposed waterline upstream of the dam site showed in the borings that shale layers comprised the majority of the rock from 20 to 40 feet below

water level. Shale has a tendency to flake off in large portions and can erode quickly under high shear-stress conditions. This increases the risk of scour and is considered in the recommendations.

EFFECTS OF THE INDEPENDENCE DAM

The Independence low-head dam impounds approximately 8 feet of water in the Verdigris river, creating a backwater condition that extends over a mile upstream. This elevation control reduces the velocity of the impounded stream section and reduces the potential for erosive meandering along the 1.3 miles of straight river channel. Historic mapping from 1905 shows how the Verdigris was altered over the course of the city's development, and the creation of the straight portion and the resulting meanders upstream. (See Figure 2.)

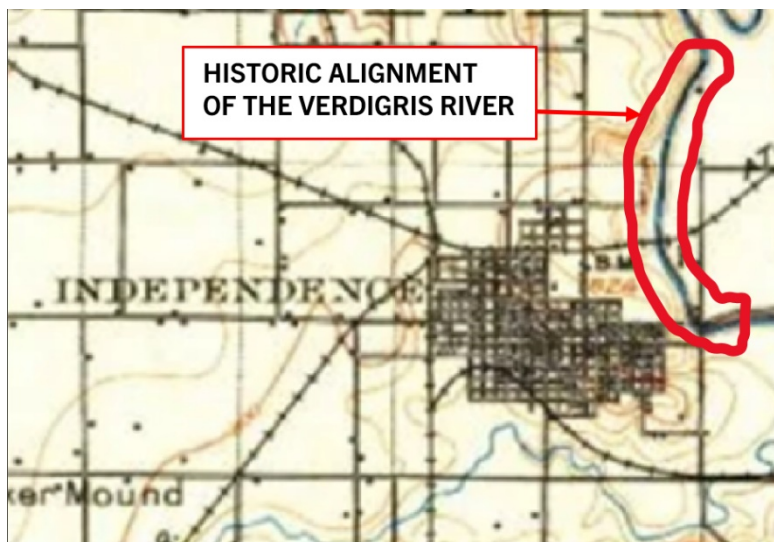


FIGURE 2 - EXCERPT FROM 1905 USGS TOPOGRAPHIC MAPPING OF MONTGOMERY COUNTY SHOWING INDEPENDENCE, KS

VISUAL INSPECTION

WRS reviewed the available plan information and construction photography and performed a visual inspection of the dam using a drone for additional visibility. This section summarizes the findings of that inspection.

REVIEW OF 1988 CONSTRUCTION PLANS AND PHOTOGRAPHY

In order to establish a baseline of deterioration and better recognize any damage of concern, the provided plans were studied, and then the photographs from the 1988 construction observation were reviewed.

The 1988 dam improvement was completed by diverting water across one half of the dam at a time and creating a working space with a levee constructed in the downstream channel. (See Figure 3.)



FIGURE 3 - INITIAL DIVERSION OF THE VERDIGRIS RIVER, SEPTEMBER-7TH 1988

The plans lay out six major changes to the dam site:

- Removal and replacement of the concrete apron with a newly constructed 10-foot-wide section, lowered to the streambed elevation (Figures 4 to 8).
- Reinforcement of the east abutment using 50 linear feet of steel sheet piling and concrete fill on the upstream side (Figure 9).
- Channel bed protection using 36 linear feet of 18-inch blanket gabions and 12 additional linear feet of 12-inch blanket gabions beyond the end of the apron.
- Slope reinforcement on the downstream banks using 3-foot gabion baskets and 12-inch blanket gabions.
- Armoring of the incoming side channel downstream of the west abutment using gabion baskets and blankets.
- Upstream toe reinforcement at the abutments using 50 linear feet of 12-inch riprap (Figure 10).

It is noted that the detail for the apron replacement calls for total removal of the existing concrete apron and replacement with a new reinforced concrete apron at an elevation to be field verified. (See Figure 4.) Visual inspection of the dam confirmed that total removal did not take place, as the existing bedrock elevation was at the foot of the existing apron. Instead, the apron was extended in 1988, and the original apron is still in place. (See Figure 5.)

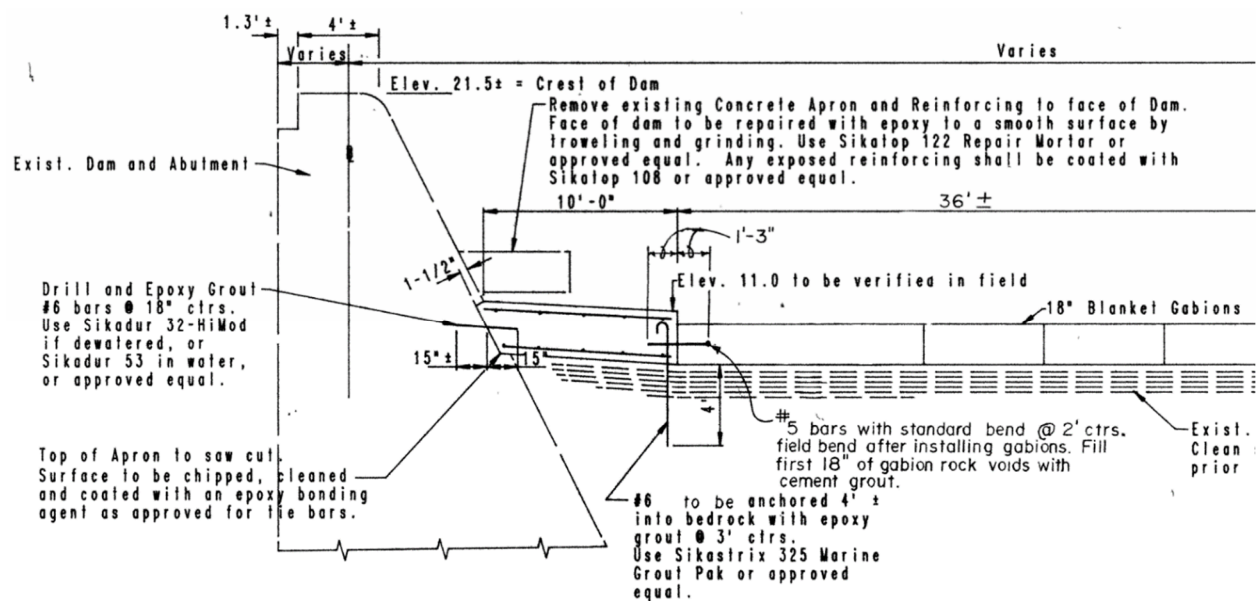


FIGURE 4 - APRON SECTION DETAIL FROM 1988 DAM IMPROVEMENT PLANS



FIGURE 5 - EAST BANK APRON EXTENSION, SEPTEMBER 9, 1988



FIGURE 6 - SCOUR HOLE REVEALED UNDER WEST ABBUTMENT/APRON, SEPTEMBER 12, 1988



FIGURE 7 - SCOUR REPAIR AND APRON EXTENSION UNDERWAY, SEPTEMBER 13, 1988



FIGURE 8 - APRON EXTENSION AND REPAIR COMPLETED, SEPTEMBER 14, 1988



FIGURE 9 - STEEL SHEET PILE DRIVEN UPSTREAM OF EAST ABBUTMENT, NOVEMBER 2, 1988



FIGURE 10 - UPSTREAM RIPRAP PLACED, PROJECT COMPLETION, JANUARY 5, 1989

ON-SITE VISUAL INSPECTION

Drone imagery was used to collect photos of the dam otherwise inaccessible by inspectors on foot, without the need to bring a boat on site. A summary of all deficient conditions noted is provided.

NOTED DEFICIENT CONDITIONS

Several gabion baskets placed in the 1988 rehabilitation and repair of the dam have failed. Figure 11 illustrates examples of these failures, as seen along the downstream east bank. These gabions are intended to prevent erosion of the slopes around the dam; therefore, their failure may not pose an immediate risk to the structure. Their condition is noted because it may suggest that gabions in the bed protection—which could increase the risk of structure failure—are similarly failing.



FIGURE 11 - GABION FAILURES ALONG THE DOWSTREAM EAST BANK

The bank armoring as placed upstream of each abutment in the 1988 rehabilitation has been washed out and is no longer present. (See Figure 12.) Without the riprap in place, erosion along these banks has progressed and is evident from a visual inspection. As progression of this erosion leads to flows previously contained by the banks being directed over the control section of the dam, it may result in further damage to the abutments.



FIGURE 12 - MISSING RIPRAP AND EROSION ALONG THE UPSTREAM WEST BANK

Next to the abutment on the east side, the end of the control section has been completely blown out, as shown in Figures 13 and 14. This damage has caused normal flow to run over an unintended section of the abutment, significantly eroding it. Part of the blown-out section is still partially attached to the abutment and has the reinforcement exposed. The water can be observed flowing under this partially attached concrete. The steel reinforcement is completely exposed in one location where the concrete has been entirely washed out. This section presents a risk to the integrity of the structure as a whole, and especially to the integrity of the reinforcement in the surrounding regions, as the corrosion of the exposed steel can propagate inside the structure.



FIGURE 13 - BLOWOUT AND DISPLACEMENT OF CONTROL SECTION, NEAR EAST ABUTMENT



FIGURE 14 - CONSTRUCTION PHOTO SHOWING CONTROL SECTION PRIOR TO DAMAGE, 1988

Severe concrete cracking and deterioration is observed along the remaining original abutment surface on the east side of the dam. The site, as shown in Figures 15 and 16, is on the downstream side from where the sheet pile abutment improvements were added on the upstream face. This damage can represent structural movement or simple erosion from exposure to high flow events. Left unrepaired, it can threaten to expose the interior reinforcement to moisture and air, accelerating the deterioration of the structure.



FIGURE 15 - STRUCTURAL DETERIORATION OF EAST ABUTMENT



FIGURE 16 - EROSION AND WEATHERING ALONG SURFICIAL CRACKING

LIMITATIONS OF VISUAL INSPECTION

Water conditions do not allow for visual inspection of the gabion blanket bedding, to monitor for scour or to identify any location where undercutting may be occurring. The upstream face of the dam is also not visible under the conditions of the visual inspection, so cracking or spalling on that surface is unknown. Additionally, minor surficial cracking is typically not a sign of structural failure, but it can increase the exposure of the reinforcing steel to the air, accelerating deterioration. In this setting, where water flows against these cracks, it can accelerate the erosion of the concrete.

RECOMMENDED TESTING

Visual inspection is limited in its ability to recognize and diagnose potential problems with an active riverine structure. With the extremely limited information on the existing structure available, many assumptions must be made to estimate and quantify the risk of failure. Considering the recent failure of other low-head dams like the historic dam in Marysville, it is important to identify and address the risks of these aging structures. (See excerpt.) Additional testing can allow dam owners to collect some of the information that is currently unknown and act with much higher confidence on any future rehabilitation plans. The following lays out the recommended tests that should be completed to mitigate risk to the dam's integrity and inform a potential repair schedule, in order of urgency.

BATHYMETRIC SURVEY

The composition of the Verdigris River does not allow for the visual inspection of the dam elements that are underneath the water's surface. A bathymetric survey using low frequency radar could reveal the condition of the upstream pool and downstream bed gabion blanket armoring.

As gabion failure was noted along the bank in several locations, it is likely that the gabion bed armoring has failed, and there is a potential that the rock has scoured and the undercutting that was repaired in 1988 may be progressing again. If the bed armoring has failed, a new plan for scour protection should be created and scheduled for construction depending on the severity of the scouring.

RECENT FAILURE OF LOW-HEAD DAMS

Many low-head dams originally constructed in and around the turn of the 20th century have been failing in the last 20 years. A low-head dam like the one in Independence was constructed on the Big Blue River near Marysville in 1864 and then modified in 1929. Due to increased rainfall, that historic dam experienced significant erosion and eventually failed on May 4, 2018. The City of Marysville had decided not to maintain this dam, as its water supply infrastructure did not depend on it, but the state is now exploring options to restore or replace the dam due to adverse impacts on the water table for nearby agriculture. (Kopp, 2018)

As an undermining of the dam is the most likely failure case, this procedure should be performed as soon as possible. Any signs of undermining should be treated as an immediate risk and emergency actions should be taken to address them as soon as possible.

This bathymetric survey would be one day's work for a crew. The total cost for this survey is estimated to be \$8,000.

TEMPORARY DIVERSION

Any more rigorous tests and inspections will require a diversion of the Verdigris River to be completed. Every passing year increases the risk posed to the structure from deterioration of the materials, and as such this undertaking should be planned for no later than the end of 2024.

Due to the equipment necessary for this level of inspection, and the extreme danger that low-head dams pose to people in the river, it is not feasible to complete these further inspections with divers.

It is recommended to complete a diversion during the winter, as this will have the lowest flows of the year and have the lowest risk of a rain event interrupting the construction and investigation process. If any major damage is identified from this inspection, the construction and repair should be planned to take place immediately thereafter to allow for the same diversion to be used.

In order to expose the entire surface of the dam, a sheetpile cofferdam could be constructed in two phases and the enveloped area drained. This would take roughly 1,500 square feet of piles at \$85 per square foot. With a 25 percent contingency, cost of equipment mobilization and the cost of permitting this work, this could be budgeted for \$165,000.

STRUCTURAL INSPECTION

As over 35 years have passed without any regular maintenance since the last evaluation of this dam, a full structural inspection is recommended. Thorough evaluation of different cracking formations and signs of settlement would take place. It is recommended that this inspection is scheduled no later than the end of 2024.

The condition of concrete structures can deteriorate over time due to many different conditions, especially when water is able to infiltrate cracks and weather concrete by freeze-thaw action or corrosion of the reinforcement steel.

A high-frequency ground-penetrating radar survey can reveal the reinforcement composition of the structure, as well as help to identify any voids or fissures that may have formed within the structure.

Without including the costs for permitting and the diversion of the Verdigris River, a detailed evaluation by a structural engineer and a ground penetrating radar scan of the structure could be completed for \$8,500.

If the results of a GPR scan and impact hammer testing are inconclusive, concrete coring would also allow for integrity testing of the dam material. A test cylinder would be extracted from the dam and analyzed to ensure the material properties are satisfactory and do not warrant a replacement. The cost of core testing is estimated to be an additional \$16,000.

The results of these structural inspections would inform any further rehabilitation action that should be taken for the structure. Any minor maintenance task should be anticipated and addressed immediately following the inspection, and any severe issue identified should be addressed as soon as possible while the temporary diversion is still in place.

GEOTECHNICAL INVESTIGATION

No data concerning the sub-surface geology was found for this dam. If the bathymetric survey shows no signs of scour or piping beneath the dam, this procedure may not be necessary. If any deterioration is suspected, however, it is suggested that a geotechnical investigation be completed, to document the stability and integrity of the rock formation and soil that the dam is set in.

As the 1988 rehabilitation and repair revealed, extensive scouring had taken place and proceeded to erode a substantial portion of the foundational rock, so erosive materials in the foundation are possible.

This additional testing would be completed at the same time as the structural inspection and rock cores in the channel bedrock would be taken for analysis.

The additional cost to do this testing at the time of the structural inspection is estimated to be \$13,000.

MAINTENANCE TIMELINE

In order to establish a timeline of expected maintenance and repair, a simple lifecycle analysis of the structure was performed. Additionally, other dam ownership activities such as inspections and permitting are discussed. Lastly, the cost of notable repairs was estimated and laid out in order of importance.

DESIGN LIFE OF CIVIL CONCRETE STRUCTURES

The majority of civil concrete structures are designed with an expected life of 50 or 100 years. This structure has stood for over a century with a major repair and improvement in 1988, but no other maintenance activity has been documented.

Considering the history of this dam and the major repair, a 50-year design life will be assumed for estimation of maintenance and replacement costs.

The condition of concrete structures can deteriorate over time due to many different conditions, especially when water is able to infiltrate cracks and weather concrete by freeze-thaw action or corrosion of the reinforcement steel. While voids caused by freeze-thaw action

can be located with a structural survey using ground penetrating radar, steel corrosion is difficult to identify unless regular inspections have been performed to monitor for changes.

Several adverse conditions can threaten to shorten the design life of these structures. Increased loading due to heavier rainfall, deterioration due to neglected maintenance, and damage due to settlement or seismic activity can all increase the risk of failure.

If no action is taken to maintain the dam, it should be anticipated that the cost of total replacement at end-of-life failure could be reached in 15 years. This cost can be roughly determined using the approximate volume of the structure at 1,630 cubic yards of structural concrete. Structural concrete projects can cost up to \$1,500 per cubic yard after materials and labor. Totaling this cost and the cost of diverting the river for construction, this undertaking could be completed today for \$2,650,000. In order to project this cost forward 15 years, a 4 percent escalation rate is used and sets a budget of \$4,773,000 in 2038.

SCHEDULED INSPECTIONS

Hydraulic structures require regular inspections to ensure that maintenance activities are addressed before they progress to more serious damage. It is typical for agencies such as the USACE or the State of Kansas to require a periodic thorough inspection by an engineer every 5 years, and to have routine inspections by city staff conducted annually and after any major flow event, to identify any change in condition.

REHABILITATION PERMITTING

Permits for any work that constitutes a modification of this dam will be required from the USACE, and the Kansas Department of Agriculture's Division of Water Resources.

The USACE Section 404 permit is required for any activity that discharges dredged or fill material into a water of the United States. The Verdigris River qualifies as a water of the United States.

A stream obstruction permit will be required from the state Division of Water Resources. This permit will result in the permitting of the structure as a dam since it will be greater than six feet tall and hold back more than 50 acre-feet of water. As part of the permitting process, a dam stability analysis will need to be completed, along with a dam breach analysis that includes flood inundation mapping and an emergency action plan.

Because the project lies within the zone AE floodway defined in the detailed flood insurance study, a permit will be required from the Federal Emergency Management Agency. A floodplain development permit will also likely be required from Montgomery County.

RECOMMENDED REPAIRS

Typically, minor repairs are planned to be completed as necessary to keep up with maintenance. The dam owner is expected to set aside a percentage of the cost of replacement each year such that the cost of replacement is theoretically paid over the design life, and the dam remains in good condition. As the dam has seen no maintenance over the last 35 years since the rehabilitation project in 1988, the cost of maintenance

becomes greater than if preventative maintenance had been completed as new deficiencies were observed.

Repair Control Section

Repairing the damage to the control section near the east embankment would require creating a small diversion of the river flow, saw-cutting or hammering out the compromised concrete, doweling and epoxying in new reinforcement, then re-forming and pouring new concrete to restore the original design shape. This is the most critical repair and presents the largest currently observable threat to the longevity of the structure. The damaged section is approximately 15 feet long and would take around 100 cubic yards of concrete to replace. Budgeting this repair would cost approximately \$190,000.

Every year this damage goes neglected increases the risk of failure for the structure, and as such it is recommended to complete this repair no later than the end of 2024. It should be planned to address this repair directly after the structural inspection, as the cost of the temporary diversion would be accounted for.

Repair Abutment Cracking

Both the east side and west side abutments show significant cracking and spalling in the concrete, which, over time, could lead to more significant damage. Sealing these cracks with epoxy and resurfacing them is a maintenance activity that should be undertaken as new cracking is observed. The widespread and extensive cracking currently observed could be addressed with a budget of \$5,000.

This should be completed routinely, at least every 3 years or whenever new cracking is observed. It is currently most economical to complete what is necessary now while addressing the damage to the control section.

Replace Washed-Out Bank Protection

The rip-rap bank protection that was restored in the 1988 dam rehabilitation has been entirely washed out or displaced. The channel has since eroded away the toe of slope on both sides upstream of the dam. This erosion has begun to cause faster deterioration of the abutments, which is especially noticeable on the west side where the exposed steps now see direct flow. These channel banks 10 feet upstream of the dam on each side could be restored and the toe of slope protected using new longitudinal peaked stone toe protection where the old riprap blanket has washed out. The cost of this earthwork and new rock could be budgeted for \$6,000.

While these repairs are not an immediate threat to the structure, the accelerated damage they cause over time means these banks should be repaired as soon as the temporary diversion suggested is removed. Maintaining this bank armoring every 5 years can mitigate future damage to the structure.

REFERENCES

- State of Kansas, Kansas Geological Survey. (2023). Data Access & Support Center (DASC). Montgomery County Lidar Information. <https://hub.kansasgis.org/>. (accessed September 19, 2023).
- United States Geological Survey. (2023). The National Map. GIS data viewer. <https://apps.nationalmap.gov/viewer/>. (accessed October 9, 2023).
- Association of State Dam Safety Officials. (2021). Inspection of Concrete Structures. <https://damsafety.org/dam-owners/inspection-of-concrete-structures>. (accessed October 10, 2023).
- Kopp, K. (2018). Failure of Marysville's Historic Low-Head Dam on the Big Blue River. <https://krwa.net/portals/krwa/lifeline/1807/MarysvilleHistoricLow.pdf> (accessed October 12, 2023).

Attachment A

Independence – Low Water Concrete Dam Inspection

Amendment 1

Scope of Services

Project Understanding

The City of Independence, Kansas has a low water concrete dam located on the Verdigris River that runs along the east edge of the city. The dam maintains the water level in the river, so the city can pump water into the water treatment plan. Water Resources Solutions (WRS) completed an inspection of the dam to verify the integrity of the structure and to identify any future maintenance needs. As part of the inspection WRS made recommendations for further analyses of the dam's integrity.

Upon receiving the notice-to-proceed, the Engineer will provide the services identified in this scope of services. This scope of services covers the services outlined below. Additional services not addressed in this document will be negotiated as an amendment to this contract.

1.0 Bathymetric Survey Coordination and Review

WRS will coordinate and review the bathymetric survey for the dam.

- 1.1 WRS will coordinate the bathymetric survey with the surveying contractor.
- 1.2 WRS will review the bathymetric information and determine if there is scour or aggradation is present. WRS will provide a memorandum describing the results and findings.

2.0 Temporary Diversion Design

WRS will design the temporary diversion for the structural inspection.

- 2.1 WRS will design a temporary diversion in order for the geotechnical investigation and structural inspection to be completed. The existing geotechnical information available for a site approximately one-half mile upstream of the dam will be used for this design.
- 2.2 WRS will assist the City during the procurement of the contractor to complete the temporary diversion construction.
- 2.3 WRS will make up to 4 site visits during the construction of the diversion structure to answer questions from the contractor and to confirm that the construction was being completed in general accordance with the plans and specifications.

3.0 Dam Structural Inspection

- 3.1 WRS will coordinate and complete the structural inspection of the dam. This will include coordination of the subconsultants and field activities.
- 3.2 WRS will complete a structural inspection of the dam once the diversion is in place. The inspection will include a visual inspection of the dam and its visible foundation.

The inspection will also include a ground penetrating radar inspection of the structure to identify subsurface defects and deficiencies.

- 3.3 WRS will complete a structural inspection report that outlines the procedures used for the inspection and the results of the inspection.

4.0 Geotechnical Investigation

WRS will complete a geotechnical investigation for the site.

- 4.1 The geotechnical investigation will include rock cores to determine the geology of the dam's rock foundation, evaluate the thickness of the foundation and to visually observe the competency of the rock.

- 4.2 WRS will complete geotechnical report outlining the procedures and the results of the investigation.

5.0 Project Coordination and Meetings

WRS will coordinate all activities of our design team, which includes team coordination and meetings, meetings with the Client, meetings with the stakeholders, design documentation, and maps.

- 5.1 WRS will complete project coordination activities that include coordination for all design activities, emails, telephone, or web conference updates.
- 5.2 WRS will complete monthly virtual update meetings with the Client.

Additional Services

Services not covered under this scope of services will be considered Additional Services and will be negotiated as an amendment to this scope of services and contract. Additional services could include additional hydrologic and hydraulic analysis, additional report submittals, meetings, etc.

Exhibit B

	City of Independence Concrete Dam Inspection - Amendment 1														
12/19/23	Project Personnel	Prinicpal	Senior Engineer	Project Manager/ Engineer VII	Engineer IV	Engineer III	Engineer I	CADD Drafter	Technical Editor	Administrative	Total Hours	Estimated Labor	Total Expenses	Total Subconsultant Costs	Total Cost
	Project Billing Rate	\$285	\$275	\$190	\$130	\$115	\$100	\$50	\$50	\$90					
	Task Group 1 - Baythymetric Survey Coordination and Review														
1.1	Bathymetric Survey Coordination				4						4	\$520	\$0	\$0	\$520
1.2	Bathymetric Survey Review and Memorandum		2		8						10	\$1,590	\$0	\$0	\$1,590
	Task Group 1 Subtotals	0	2	0	12	0	0	0	0	0	14	\$2,110	\$0	\$0	\$2,110
	Task Group 2 - Temporatry Diverison Design														
2.1	Temporary Diversion Design		20		60	40		60		8	188	\$21,620	\$165	\$0	\$21,785
2.2	Contractor Procurement		4		8						12	\$2,140	\$0	\$0	\$2,140
2.3	Site Visits During Construction		16		48						64	\$10,640	\$2,372	\$0	\$13,012
	Task Group 2 Subtotals	0	40	0	116	40	0	60	0	8	264	\$34,400	\$2,537	\$0	\$36,937
	Task Group 3 - Dam Structural Inspection														
3.1	Structural Inspection Coordination		2		6						8	\$1,330	\$0	\$0	\$1,330
3.2	Structural Inspection		2		12						14	\$2,110	\$1,244	\$6,500	\$9,854
3.3	Structural Inspection Report		2		16				8		26	\$3,030	\$0	\$0	\$3,030
	Task Group 3 Subtotals	0	6	0	34	0	0	0	8	0	48	\$6,470	\$1,244	\$6,500	\$14,214
	Task Group 4 - Geotechnical Investigation														
4.1	Geotechnical Investigation		2		4						6	\$1,070	\$1,430	\$13,000	\$15,500
4.2	Geotechnical Report		6		12			4	6		28	\$3,710	\$0	\$0	\$3,710
	Task Group 4 Subtotals	0	8	0	16	0	0	4	6	0	34	\$4,780	\$1,430	\$13,000	\$19,210
	Task Group 5 - Final Construction Documents														
5.1	Project Coordination	2	4		12						18	\$3,230	\$0	\$0	\$3,230
5.2	Monthly Meetings (Assume 6 months)		12		18						30	\$5,640	\$0	\$0	\$5,640
	Task Group 5 Subtotals	2	16	0	30	0	0	0	0	0	48	\$8,870	\$0	\$0	\$8,870
	Totals	2	72	0	208	40	0	64	14	8	408	\$56,630	\$5,211	\$19,500	\$81,341



Report
CITY OF INDEPENDENCE
December 28, 2023

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Monthly Project Report

BACKGROUND Se attached Public Works Report.

SUPPORTING DOCUMENTS

1. Project Status 12-2023cc

	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	SS4A	Safe Streets for All grant application.	\$1,605	\$1,605	TranSystems	Awaiting grant paperwork.	Grant applied for, wait. (December announcements)	Grant application successful.	TBD	TBD
2	Water Plant Next Phase	Water Plant Capital Work Per Master Plan	\$6,000		PEC	Design.	PEC Change order RCA approval, continue engineering.	PEC Change order RCA approval, continue engineering.	1Q24	4Q26
3	FAA - Rehab Pavement	Rehabilitate portions of the taxiways at Independence Municipal Airport.	\$735	\$662	Lochner	Design.	Design.	Design.	3Q24	1Q25
4	Parking Lot N. of City Hall	Design and construct new parking lot north of historic City Hall	\$510		TranSystems	Pre-bid.	Design review 12/13, RCA in December, open early January.	Open bids 18 January.	1Q24	3Q24
5	SPCC - Airport	Containment upgrades for fueling	\$150	n/a	TranSystems	Design.	Design review 12/11, RCA in February, open March.	RCA in February, open March.	2Q24	3Q24
6	CCLIP Grant - Main	Main Street - 8th to 2nd, mill and overlay	\$1,000	\$800	TranSystems	Design.	Awaiting KDOT comments.	Awaiting KDOT comments.	1Q24	3Q24
7	Transp. Alt. Grant	8' sidewalk to Wal-Mart and Labette	\$1,350	\$980	TranSystems	Design.	Field Check plans submitted, await KDOT comments, write easements.	Field Check meeting with KDOT.	2Q24	3Q24
8	KDHE Wastewater Loan	New sewer lines around 1st and Birch and around the Westminster area.	\$3,000		TranSystems	Pre-bid.	Receive final loan document (waiting on KDHE). Preparing condemnation. TranSystems calling State regularly.	Documents with KDHE.	1Q24	3Q24
9	Waterline/Meter Project	New Water Meters, Replace Some Water Main	\$3,600		PEC	Pre-construction.	Prepare documentation - February/March construction start.	Prepare documentation - February/March construction start.	1Q24	3Q24
10	Jefferson Subdivision	Streets and infrastructure for new subdivision.	\$1,000	TBD	TranSystems	Pre-construction.	Commission approved RCA.	Preparing for preconstruction conference.	1Q24	3Q24
11	CCLIP Grant - Penn	Reconstruct Penn from Morningside to City Limits	\$500	\$370	TranSystems	Pre-construction.	Wait.	Hold precon. (KDOT)	2Q24	3Q24
12	KDOT KAIP	New Beacon	\$120	\$108	Lochner	Pre-construction.	Award contract.	Execute contract, schedule work.	1Q24	1Q24?
13	Big Straw	Water pipeline to Bartlett.	\$11,000	All (via Bartlett)	EBH	In construction.	Mobilize contractor.	Pipe delivered, construction in progress.	4Q23	1Q25
14	Central Park - Phase I	New soccer fields, revamp existing ball fields.	\$6,800	\$2,100	Indigo	In construction.	In construction.	In construction.	3Q23	2Q24
15	Precision Rail	Rail work to be paid for by KDOT grant and precision, contract with City.	\$1,000	\$1,000	(Precision)	In construction.	In construction.	In construction.	3Q23	2Q24
16	Enterprise Drive	Buildout of street, utilities	\$1,700	\$1,300	TranSystems	In construction.	Easement with landowner.	Easement with landowner. Meet with landowner.	1Q22	1Q24
17	KDOT: Maple Street Cost Share	Complete rebuild, 17th Street to City Limits	\$3,780	\$1,600	TranSystems	In construction.	Planning storm sewer work. Need City easement form.	Easement with landowner. Meet with landowner.	1Q22	1Q24
18	CCLIP Grant - Chestnut	Mill and overlay Chestnut from 9th to Penn	\$287	\$258	TranSystems	In construction.	Early November construction.	Finish concrete.	4Q23	4Q23
A	Whiskey Creek	Artificial lake for runoff water impoundment	TBD		TranSystems	Hold.	Fifth meeting in July.	Sixth meeting TBD.	TBD	TBD
B	Airport Infrastructure	Paving at airport to support business.	\$434	\$349	TranSystems/Lochner	Developing.	Grant applied for, wait.	Grant applied for, wait.	2024	2024
C	KDOT Bridge Grant	Replace Cherry Street bridge with box culvert.	\$400	TBD	TranSystems		Grant applied for, wait.	Grant applied for, wait.	TBD	TBD
	Green shade denotes changed/new information from last month.									



Report
CITY OF INDEPENDENCE
December 28, 2023

Department

Director Approval Kelly Passauer

AGENDA ITEM City Board Minutes

BACKGROUND

SUPPORTING DOCUMENTS

1. November 14, 2023 Planning Commission and Board of Zoning Appeals meeting - Signed

**Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's November 14,
2023 Meeting**

I. Call to Order

Tim Haynes, Chairperson, called the meeting to order.

Present: Scott Smith, Lisa Richard, Andy McLenon, Rachel Lyon, Michelle Anderson, Tim Haynes, Brent Littleton, Mary Jo Meier

Absent:

Guests: Corey Hugo, Austin Spivey, Jennifer Christensen, Tim Christensen, Matthew McLenon, Elizabeth Moore, C.L. Parker

II. Minutes

- a. Consider approving minutes of the September 5, 2023 Planning Commission/Board of Zoning Appeals meeting.

Motion:

On the motion of Rachel Lyon, seconded by Scott Smith the Commission approved the September 5, 2023 Minutes.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Mary Jo Meier, Lisa Richard, Scott Smith

Nay: None

III. Planning Commission

- a. Public Hearing to receive comments on a request for a conditional use permit for "utility substations not elsewhere listed" in an R-4, medium density multifamily dwelling district at 401 North 10th Street.

Motion:

On the motion of Lisa Richard, seconded by Tim Haynes the Commission moved to adjourn the public hearing until December 12, 2023 at 5:30 PM.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Mary Jo Meier, Lisa Richard, Scott Smith

Nay: None

- b. Public Hearing to receive comments on a request for a conditional use permit for an "Accessory use not located on the same lot or contiguous lot as the principal building or principal use served per 607.1.d." in an R-4, medium density multifamily dwelling district at 200 South 5th Street/301 East Maple Street. The specific accessory use requested is a storage shed to serve the primary structure located across the street at 308 East Maple Street, which is also in an R-4, medium density multifamily dwelling district.

Tim Christensen stated that he and Jennifer purchased the lots across the street a couple of years ago and bought a lawnmower and then needed a

**Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's November 14,
2023 Meeting**

storage shed to put the lawn mower in, so they put one on the property. After realizing that they were in violation of the City code they worked with Kelly Passauer on getting a text amendment to allow the storage shed to be there and are now asking for a conditional use permit.

Motion:

On the motion of Rachel Lyon, seconded by Brent Littleton the Commission recommended the City Commission approve a conditional use permit for a storage shed directly across the street from 308 East Maple Street with the following special conditions as required by Section 1015 of Article X of the Zoning Code:

1. Must be located on an adjacent lot to the principal building or principal use served, excluding public rights-of-way.
2. Must be located in the same zone as required for the principal building or principal use it serves.
3. Must be under the same ownership as the principal building principal use served.
4. Must be located at the rear of the adjacent lot if there is access thereto.
5. Must be in compliance and continue to be in compliance with all other City codes, including Section 607 relating to accessory uses.

If the accessory uses no longer comply with any of the special conditions above, then the conditional use permit will be revoked, and the accessory uses previously allowed will be required to either be removed or otherwise come into compliance with City code.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Mary Jo Meier, Lisa Richard, Scott Smith
Nay: None

- c. Public hearing to receive comments to consider rezoning a tract of land at 2700 West Main Street from C-4, highway commercial district to M-1, light industrial district; and to receive comments on a request for a conditional use permit for "Retail trade not elsewhere listed".

Corey Hugo stated that they need some more room for storage for Hugo's and discovered that it would make everything easier if they got the entire property zoned the same.

Motion:

On the motion of Lisa Richard, seconded by Mary Jo Meier the Commission approved rezoning the portion of the tract currently zoned C-4, highway commercial district located at 2700 W. Main to M-1, light industrial district.

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's November 14, 2023 Meeting

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Mary Jo Meier, Lisa Richard, Scott Smith
Nay: None

- d. Public Hearing to receive comments on a request for a conditional use permit for "Retail trade not elsewhere listed" at 2700 W. Main Street.

The applicant plans to construct a storage building on their large parcel for storage but also want to obtain a conditional use permit for "Retail trade not elsewhere listed" to be able to sell retail unrelated to their industrial supply wholesale business at a later date if needed.

Motion:

On the motion of Scott Smith, seconded by Rachel Lyon the Commission recommended to the City Commission approval of a conditional use permit at 2700 W Main Street for "Retail trade not elsewhere listed" with the following conditions:

- 1. Any retail trade not related to the primary business must be contained in a tenant space meeting the following requirements:**
 - 1. Minimum tenant space: 5,000 square feet, which may be non-contiguous as long as it is within the same building. Each commercial space intended to be occupied by a single commercial user or each commercial space which has separate doorway access from the exterior of the building or from an interior corridor of an enclosed mall shall be considered to be a tenant space. Exception: Businesses catering to the motoring public shall be exempt from the minimum tenant space requirement. Automobile service stations, convenience stores, restaurants, and financial institutions with drive-up or drive-through facilities shall be deemed to be "businesses catering to the motoring public." The determination whether any business constitutes a "business catering to the motoring public" shall be made by the city planner, whose determination shall be appealable to the board of zoning appeals.**
 - 2. The conditional use permit is not transferable to another location.**
 - 3. The applicant must follow all City codes.**

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Mary Jo Meier, Lisa Richard, Scott Smith
Nay:

- e. Consider rescheduling the December 5, 2023 meeting.

**Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's November 14,
2023 Meeting**

Kelly Passauer explained that there was a conflict on the 5th and asked the commission if they would consider the 12th as the meeting date for December.

Motion:

On the motion of Mary Jo Meier, seconded by Andy McLenon the Commission moved to reschedule the December 5, 2023 meeting to December 12, 2023 at 5:30 PM in the Veterans Room of Memorial Hall.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Mary Jo Meier, Lisa Richard, Scott Smith

Nay: None

IV. Board of Zoning Appeals (Does not include outside City appointments)

- a. Public hearing to receive comments on a variance request for setbacks in an M-1, light industrial district at 2700 W. Main Street.

Corey Hugo requested a 5 foot reduction to the west side yard setback and a 10 foot reduction to the front yard setback.

Motion:

On the motion of Tim Haynes, seconded by Scott Smith the Commission approved a variance request to reduce the west side yard setback from 15 feet to 10 feet, and to reduce the front yard setback from 25 feet to 15 feet in an M-1, light industrial district, currently a C-4, highway commercial district being considered for rezoning at 2700 West Main Street, Pending the final approval of the rezoning request.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Mary Jo Meier, Lisa Richard, Scott Smith

Nay: None

V. Discussion

Kelly Passauer sent a link for the comprehensive plan community feedback. She asked the board members to please fill out the survey. She also let the board members know that Tony Royse had resigned and that Andy McLenon's term expires in January, 2024, so there will be a total of three openings, two inside City limits and one outside City limits.

VI. Adjournment

Motion:

On the motion of Mary Jo Meier, seconded by Michelle Anderson the Commission moved to adjourn the meeting.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy

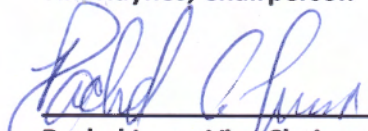
Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's November 14,
2023 Meeting

McLenon, Mary Jo Meier, Lisa Richard, Scott Smith

Nay: None



Tim Haynes, Chairperson



Rachel Lyon, Vice Chairperson



Presentation
CITY OF INDEPENDENCE
December 28, 2023

Department Finance

Director Approval David Schwenker

AGENDA ITEM Appropriations October 29 - November 30, 2023

BACKGROUND

SUPPORTING DOCUMENTS

1. AP 11-09-2023
2. AP 11-22-2023
3. OCTOBER 2023 DRAFT
4. NOVEMBER 2023 DRAFT
5. PAYROLL 11-09-2023
6. PAYROLL 11-22-2023

APPROPRIATIONS 2023

Accounts payable paid from October 27th, 2023, through November 9th, 2023.

Total: \$ 1,093,285.46

PACKET: 27503 EFT Payments-11/08/2023

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 NOV 23-STATEMENT	FUNDING	AP	11/08/2023	E	11/01/2023		3,000.00	3,000.00CR	
	G/L ACCOUNT		CK: 004177				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 NOV 23-STATEMENT	CITY ATTORNEY'S FEES	AP	11/08/2023	E	11/01/2023		5,460.00	5,460.00CR	
	G/L ACCOUNT		CK: 004178				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	

01-011215 INDEPENDENCE MAIN STREET									
I NOV 23-STATEMENT	FUNDING FOR INDEP. MAIN STR	AP	11/08/2023	E	11/01/2023		2,500.00	2,500.00CR	
	G/L ACCOUNT		CK: 004179				2,500.00		
	01 509-6805	MAIN STREET				2,500.00	FUNDING FOR INDEP. MAIN STR.		
			EFT			1	2,500.00	2,500.00CR	0.00
							2,500.00	0.00	

01-011280 INDEPENDENCE RECREATION COM									
I NOV 23-STATEMENT	ASH ALLOTMENT	AP	11/08/2023	E	12/01/2023		2,000.00	2,000.00CR	
	G/L ACCOUNT		CK: 004180				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 NOV 23-STATEMENT	MONTHLY PAYMENT	AP	11/08/2023	E	11/01/2023		700.00	700.00CR	
	G/L ACCOUNT		CK: 004181				700.00		
	01 509-6803	MUNICIPAL BAND				700.00	MONTHLY PAYMENT		
			EFT			1	700.00	700.00CR	0.00
							700.00	0.00	

PACKET: 27503 EFT Payments-11/08/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-032485 KELLY C. PASSAUER									
I NOV 23-KPERSOGLI		KPERS OGLI REIMBURSEMENT	AP	11/08/2023	E	11/01/2023	39.20	39.20CR	
		G/L ACCOUNT		CK: 004185			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	

01-032735 INDEPENDENCE HISTORICAL									
I NOV 23-FUNDING		FUNDING	AP	11/08/2023	E	11/01/2023	1,416.67	1,416.67CR	
		G/L ACCOUNT		CK: 004182			1,416.67		
	01	509-6806	HISTORICAL MUSEUM			1,416.67	FUNDING		
			EFT			1	1,416.67	1,416.67CR	0.00
							1,416.67	0.00	

01-033777 INDEPENDENCE GUN CLUB									
I NOV 23-MONTHLY			AP	11/08/2023	E	11/01/2023	121.59	121.59CR	
		G/L ACCOUNT		CK: 004183			121.59		
	31	501-6490	OTHER PROFESSIONAL SERVICES			121.59	MAINTENANCE FEE/RIFLE BERM		
			EFT			1	121.59	121.59CR	0.00
							121.59	0.00	

01-035721 EMERT CHUBB LLC.									
I NOV 23-STATEMENT		MUNICIPAL COURT PROSECUTOR	AP	11/08/2023	E	11/01/2023	3,184.48	3,184.48CR	
		G/L ACCOUNT		CK: 004184			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 NOV 23-STATEMENT		MUNICIPAL COURT JUDGE	AP	11/08/2023	E	11/01/2023	2,184.00	2,184.00CR	
		G/L ACCOUNT		CK: 004186			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: 27503 EFT Payments-11/08/2023

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	18,445.15CR
26	GF EMPLOYEE BENEFITS	39.20CR
31	AIRPORT	121.59CR
44	SPECIAL PARK & RECREATION	2,000.00CR
** TOTALS **		20,605.94CR

----- 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	10	20,605.94	20,605.94CR	0.00
		20,605.94	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS	10	20,605.94	20,605.94CR	0.00
		20,605.94	0.00	

TOTAL CHECKS TO PRINT: 0

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ERRORS: 0 WARNINGS: 0

PACKET: 27513 Regular Payments-11/10/2023

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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01-004645 CITY OF INDEPENDENCE

I 103123-STATEMENT		HOUSING WATER BILL	AP	11/09/2023	R	11/30/2023		5,288.55	5,288.55CR	
		G/L ACCOUNT		CK: 078051				5,288.55		
	49	501-6111	WATER			173.09		922 COFFEYVILLE		
	49	501-6111	WATER			110.25		1002 COFFEYVILLE-	1004	
	49	501-6111	WATER			233.77		1008 COFFEYVILLE		
	49	501-6111	WATER			184.38		923 E CEDAR		
	49	501-6111	WATER			117.03		1003 E CEDAR-1005		
	49	501-6111	WATER			105.43		1009 E CEDAR		
	56	501-6111	WATER			156.55		AUT912 COFFEYVILLE		
	56	501-6111	WATER			117.46		AUT920 E CEDAR		
	56	501-6111	WATER			137.00		AUT916 E CEDAR		
	56	501-6111	WATER			148.59		AUT915 E EDISON		
	55	501-6111	WATER			111.18		404 EARL		
	55	501-6111	WATER			122.11		408 EARL		
	53	501-6111	WATER			3,439.06		401 S PENN		
	57	501-6111	WATER			63.03		408 S 8TH		
	64	501-6111	WATER			69.62		129 S 19TH		
			REG. CHECK			1		5,288.55	5,288.55CR	0.00
								5,288.55	0.00	

01-009050 GALLS AN ARAMARK CO., LLC

I 024898408		511 A/R 8INC SZ	AP	11/09/2023	R	7/26/2023		177.45	177.45CR	
		G/L ACCOUNT		CK: 078052				177.45		
	01	526-7900	UNIFORMS			177.45		511 A/R 8INC SZ		
			REG. CHECK			1		177.45	177.45CR	0.00
								177.45	0.00	

01-011240 INDEPENDENCE OVERHEAD

I 47831		SET OF CABLES	AP	11/09/2023	R	11/11/2023		245.00	245.00CR	
		G/L ACCOUNT		CK: 078053				245.00		
	33	564-6720	OTHER EQUIPMENT MAINTENANCE			245.00		SET OF CABLES		
			REG. CHECK			1		245.00	245.00CR	0.00
								245.00	0.00	

PACKET: 27513 Regular Payments-11/10/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-013083 KANSAS BOARD OF PHARMACY									
I	202311014451	AMBULANCE REGISTRATION APPL AP		11/09/2023	R	10/31/2023	20.00	20.00CR	
		G/L ACCOUNT		CK: 078054			20.00		
	01 526-6490	OTHER PROFESSIONAL SERVICES				20.00	AMBULANCE REGISTRATION APPLICA		
				REG. CHECK		1	20.00	20.00CR	0.00
							20.00	0.00	

01-014250 LEE'S COOLING & HEATING C									
I	29409416	SERVICE CONTRACT FOR AWOL AP		11/09/2023	R	1/31/2023	590.00	590.00CR	
		G/L ACCOUNT		CK: 078055			590.00		
	01 509-6802	A.W.O.L.				590.00	SERVICE CONTRACT FOR AWOL		
I	34607627	AWOL REPLACE FILTER AP		11/09/2023	R	11/30/2023	166.00	166.00CR	
		G/L ACCOUNT		CK: 078055			166.00		
	01 509-6802	A.W.O.L.				166.00	AWOL REPLACE FILTER		
				REG. CHECK		1	756.00	756.00CR	0.00
							756.00	0.00	

01-015960 MONTGOMERY COUNTY									
I	2023 4TH QRT	MCAC 4TH QRT BOARD MEETING AP		11/09/2023	R	12/06/2023	70.00	70.00CR	
		G/L ACCOUNT		CK: 078056			70.00		
	01 501-6350	BUSINESS MEETINGS				70.00	MCAC 4TH QRT BOARD MEETING		
				REG. CHECK		1	70.00	70.00CR	0.00
							70.00	0.00	

01-018120 O'REILLY AUTO PARTS									
I	0154-126284	COPPER PLUG AP		11/09/2023	R	6/04/2023	3.72	3.72CR	
		G/L ACCOUNT		CK: 078057			3.72		
	01 526-7260	VEHICLE PARTS & SUPPLIES				3.72	COPPER PLUG		
I	0154-157981	BED COATING/PAINT BRUSH AP		11/09/2023	R	11/30/2023	42.98	42.98CR	
		G/L ACCOUNT		CK: 078057			42.98		
	01 526-7260	VEHICLE PARTS & SUPPLIES				42.98	BED COATING/PAINT BRUSH		
				REG. CHECK		1	46.70	46.70CR	0.00
							46.70	0.00	

PACKET: 27513 Regular Payments-11/10/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-022110 SAYERS ACE HARDWARE INC.									
I 061766		TAPPER BIT, NUTS, BOLTS	AP	11/09/2023	R	11/04/2023	16.58	16.58CR	
		G/L ACCOUNT		CK: 078058			16.58		
	01 526-7690	OTHER OPERATIONAL SUPPLIES				16.58	TAPPER BIT, NUTS, BOLTS		
I 061944		PAINT FOR LIDS	AP	11/09/2023	R	11/22/2023	29.13	29.13CR	
		G/L ACCOUNT		CK: 078058			29.13		
	33 562-7690	OTHER OPERATIONAL SUPPLIES				29.13	PAINT FOR LIDS		
I K74902		PADLOCK ZOO HEATH	AP	11/09/2023	R	10/26/2023	77.94	77.94CR	
		G/L ACCOUNT		CK: 078058			77.94		
	01 542-7180	OTHER BUILDING SUPPLIES				77.94	PADLOCK ZOO HEATH		
I K74956		RAID WASP AND HORNET	AP	11/09/2023	R	10/27/2023	31.96	31.96CR	
		G/L ACCOUNT		CK: 078058			31.96		
	33 565-7490	OTHER SMALL TOOLS & EQUIPMENT				31.96	RAID WASP AND HORNET		
I K75066		CABLETIE W/MNT	AP	11/09/2023	R	10/28/2023	13.99	13.99CR	
		G/L ACCOUNT		CK: 078058			13.99		
	01 533-7690	OTHER OPERATIONAL SUPPLIES				13.99	CABLETIE W/MNT		
I K75136		FILTER AC PLANT	AP	11/09/2023	R	11/01/2023	79.08	79.08CR	
		G/L ACCOUNT		CK: 078058			79.08		
	33 561-7690	OTHER OPERATIONAL SUPPLIES				79.08	FILTER AC PLANT		
I K75640		NUTS, BOLTS, BIT DRILL	AP	11/09/2023	R	11/12/2023	10.63	10.63CR	
		G/L ACCOUNT		CK: 078058			10.63		
	01 526-7690	OTHER OPERATIONAL SUPPLIES				10.63	NUTS, BOLTS, BIT DRILL		
I K75743		PWR STRIP	AP	11/09/2023	R	11/17/2023	45.75	45.75CR	
		G/L ACCOUNT		CK: 078058			45.75		
	01 547-7690	OTHER OPERATIONAL SUPPLIES				45.75	PWR STRIP		
I K75894		HOOK LARGE	AP	11/09/2023	R	11/19/2023	11.18	11.18CR	
		G/L ACCOUNT		CK: 078058			11.18		
	01 526-7690	OTHER OPERATIONAL SUPPLIES				11.18	HOOK LARGE		
		REG. CHECK				1	316.24	316.24CR	0.00
							316.24	0.00	

01-032159 CJ'S THREADS

I 23185		KELDON MILLIGAN PANTS SHIRT	AP	11/09/2023	R	10/27/2023	149.90	149.90CR	
		G/L ACCOUNT		CK: 078059			149.90		
	01 526-7900	UNIFORMS				149.90	KELDON MILLIGAN PANTS SHIRTS		

PACKET: 27513 Regular Payments-11/10/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

I 23186		ROBERT HAHN SHIRT	AP	11/09/2023	R	10/27/2023		64.00	64.00	CR
		G/L ACCOUNT		CK: 078059				64.00		
	01 526-7900	UNIFORMS					64.00	ROBERT HAHN SHIRT		
I 23187		SHAYCEE BOWMAN CAPS	AP	11/09/2023	R	10/27/2023		18.25	18.25	CR
		G/L ACCOUNT		CK: 078059				18.25		
	01 526-7900	UNIFORMS					18.25	SHAYCEE BOWMAN CAPS		
I 23188		MARCUS HAMILTON PANTS SHIRT	AP	11/09/2023	R	10/27/2023		163.15	163.15	CR
		G/L ACCOUNT		CK: 078059				163.15		
	01 526-7900	UNIFORMS					163.15	MARCUS HAMILTON PANTS SHIRTS		
				REG. CHECK			1	395.30	395.30	CR
								395.30	0.00	0.00

01-033317 WALMART COM - AP										
I 7SKL6H10B4PD		FLEA CONTROL	AP	11/09/2023	R	9/25/2023		21.42	21.42	CR
		G/L ACCOUNT		CK: 078060				21.42		
	01 521-7490	OTHER SMALL TOOLS & EQUIPMENT					21.42	FLEA CONTROL		
I 7SKLMB10B4BR		SUPPLIES	AP	11/09/2023	R	9/29/2023		22.96	22.96	CR
		G/L ACCOUNT		CK: 078060				22.96		
	01 521-7690	OTHER OPERATIONAL SUPPLIES					22.96	SUPPLIES		
I 7SKVYG10B9QQ		WATER	AP	11/09/2023	R	10/09/2023		21.44	21.44	CR
		G/L ACCOUNT		CK: 078060				21.44		
	01 521-7690	OTHER OPERATIONAL SUPPLIES					21.44	WATER		
I 7SKXHR10B8BL		SUPPLIES	AP	11/09/2023	R	10/24/2023		124.58	124.58	CR
		G/L ACCOUNT		CK: 078060				124.58		
	01 521-7690	OTHER OPERATIONAL SUPPLIES					124.58	SUPPLIES		
				REG. CHECK			1	190.40	190.40	CR
								190.40	0.00	0.00

01-033732 QUEST DIAGNOSTICS										
I 9206833091		PRE EMPP DRUG TEST	AP	11/09/2023	R	10/26/2023		108.60	108.60	CR
		G/L ACCOUNT		CK: 078061				108.60		
	01 526-6470	PRE-EMPLOYMENT SERVICES & TEST					54.30	K. MILLIGAN		
	01 526-6470	PRE-EMPLOYMENT SERVICES & TEST					54.30	J. JONES		
				REG. CHECK			1	108.60	108.60	CR
								108.60	0.00	0.00

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-034873 MONTGOMERY COUNTY									
I 10262023		COME JOIN OUR TEAM AD	AP	11/09/2023	R	10/31/2023	240.00	240.00CR	
		G/L ACCOUNT		CK: 078062			240.00		
	01 509-6490	OTHER PROFESSIONAL SERVICES				240.00	COME JOIN OUR TEAM AD		
				REG. CHECK		1	240.00	240.00CR	0.00
							240.00	0.00	

01-035269 MCDANIEL COMPANY, INC.									
I 35021		ANNUAL FIRE SPRINKLER INSPE	AP	11/09/2023	R	10/24/2023	400.00	400.00CR	
		G/L ACCOUNT		CK: 078063			400.00		
	01 526-6490	OTHER PROFESSIONAL SERVICES				400.00	ANNUAL FIRE SPRINKLER INSPECTI		
				REG. CHECK		1	400.00	400.00CR	0.00
							400.00	0.00	

01-035618 KANSASLAND TIRE WHOLESALE									
I 84064		UNIT 102 TIRES	AP	11/09/2023	R	11/01/2023	704.80	704.80CR	
		G/L ACCOUNT		CK: 078064			704.80		
	01 526-7220	TIRES				704.80	UNIT 102 TIRES		
				REG. CHECK		1	704.80	704.80CR	0.00
							704.80	0.00	

01-035913 WATERS HARDWARE									
I D244943		KITCHEN FAUCET	AP	11/09/2023	R	10/31/2023	72.99	72.99CR	
		G/L ACCOUNT		CK: 078065			72.99		
	01 509-6802	A.W.O.L.				72.99	KITCHEN FAUCET		
I D244950		BRAKE CLEANER/BULB NORTH TO	AP	11/09/2023	R	10/31/2023	17.86	17.86CR	
		G/L ACCOUNT		CK: 078065			17.86		
	33 561-6690	WATER TOWER MAINTENANCE				17.86	BRAKE CLEANER/BULB NORTH TOWER		
I D245072		BATTERIES	AP	11/09/2023	R	11/02/2023	10.49	10.49CR	
		G/L ACCOUNT		CK: 078065			10.49		
	01 526-7690	OTHER OPERATIONAL SUPPLIES				10.49	BATTERIES		
				REG. CHECK		1	101.34	101.34CR	0.00
							101.34	0.00	

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-036608 ONE STOP PACK N SHIP										
I 68582		POSTAGE	AP	11/09/2023	R	10/03/2023		24.38	24.38CR	
		G/L ACCOUNT		CK: 078066				24.38		
	33 561-6010	POSTAGE					24.38	POSTAGE		
I 68589		POSTAGE	AP	11/09/2023	R	10/03/2023		12.54	12.54CR	
		G/L ACCOUNT		CK: 078066				12.54		
	33 561-6010	POSTAGE					12.54	POSTAGE		
I 68628		POSTAGE	AP	11/09/2023	R	10/10/2023		12.54	12.54CR	
		G/L ACCOUNT		CK: 078066				12.54		
	33 561-6010	POSTAGE					12.54	POSTAGE		
				REG. CHECK			1	49.46	49.46CR	0.00
								49.46	0.00	

01-036748 RLI SURETY										
I LSM1651866 2023		TIMOTHY EMERT BOND	AP	11/09/2023	R	10/30/2023		116.00	116.00CR	
		G/L ACCOUNT		CK: 078067				116.00		
	01 509-6220	SURETY & FIDELITY BONDS					116.00	TIMOTHY EMERT BOND		
				REG. CHECK			1	116.00	116.00CR	0.00
								116.00	0.00	

01-036749 BCS										
I 62761		BOILER REPAIR	AP	11/09/2023	R	10/20/2023		1,426.80	1,426.80CR	
		G/L ACCOUNT		CK: 078068				1,426.80		
	01 547-6492	BOILER MAINTENANCE					1,426.80	BOILER REPAIR		
				REG. CHECK			1	1,426.80	1,426.80CR	0.00
								1,426.80	0.00	

01-036761 ALLSTATE BENEFITS										
I M0129495296		JOHNSON, CHRISTI; MOORE, MA	AP	11/09/2023	R	10/23/2023		36.44	36.44CR	
		G/L ACCOUNT		CK: 078069				36.44		
	01 2580	MISCELLANEOUS PAYROLL PAYABLE					18.22	JOHNSON, CHRISTI		
	53 2580	MISCELLANEOUS PAYROLL PAYABLE					18.22	MOORE, MARY		
				REG. CHECK			1	36.44	36.44CR	0.00
								36.44	0.00	

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-036965 MONTGOMERY COUNTY									
I 202311014453		OCT USAGE	AP	11/09/2023	R	11/01/2023	48.00	48.00CR	
		G/L ACCOUNT		CK: 078070			48.00		
	33 563-6490	OTHER PROFESSIONAL SERVICES				48.00	OCT USAGE		
				REG. CHECK		1	48.00	48.00CR	0.00
							48.00	0.00	

01-036999 COFFEYVILLE COMMUNITY COLLEGE									
I 0136915 HAHN		ROBERT HAHN COURSE	AP	11/09/2023	R	10/02/2023	1,370.00	1,370.00CR	
		G/L ACCOUNT		CK: 078071			1,370.00		
	01 526-6390	OTHER TRAINING & REFERENCE				1,370.00	ROBERT HAHN COURSE		
				REG. CHECK		1	1,370.00	1,370.00CR	0.00
							1,370.00	0.00	

01-037126 AUTOZONE, INC									
I 1605323258		INTERLOCK BALL/HITCH/PINS	AP	11/09/2023	R	10/25/2023	62.97	62.97CR	
		G/L ACCOUNT		CK: 078072			62.97		
	01 521-7260	VEHICLE PARTS & SUPPLIES				62.97	INTERLOCK BALL/HITCH/PINS		
I 1605328002		TRUCKBED COATING	AP	11/09/2023	R	11/07/2023	19.99	19.99CR	
		G/L ACCOUNT		CK: 078072			19.99		
	01 526-6710	VEHICLE MAINTENANCE				19.99	TRUCKBED COATING		
				REG. CHECK		1	82.96	82.96CR	0.00
							82.96	0.00	

01-037408 LET'S TALK LOCKS									
I 1027		DRILL AND OPEN FILE CABINET	AP	11/09/2023	R	10/26/2023	150.00	150.00CR	
		G/L ACCOUNT		CK: 078073			150.00		
	01 521-6490	OTHER PROFESSIONAL SERVICES				150.00	DRILL AND OPEN FILE CABINET		
				REG. CHECK		1	150.00	150.00CR	0.00
							150.00	0.00	

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01-037597 STRICKLAND BROTHERS									
I	00625-12309	BUILDING INSPECTOR	AP	11/09/2023	R	10/31/2023	92.49	92.49CR	
		G/L ACCOUNT		CK: 078074			92.49		
	01 526-6710	VEHICLE MAINTENANCE					92.49	BUILDING INSPECTOR	
				REG. CHECK		1	92.49	92.49CR	0.00
							92.49	0.00	

01-037601 BUTLER & ASSOCIATES, P.A.									
I	155726	AMBULANCE SERVICES	AP	11/09/2023	R	11/06/2023	281.03	281.03CR	
		G/L ACCOUNT		CK: 078075			281.03		
	01 526-6490	OTHER PROFESSIONAL SERVICES					281.03	AMBULANCE SERVICES	
I	155727	COURT FINES	AP	11/09/2023	R	10/31/2023	5.00	5.00CR	
		G/L ACCOUNT		CK: 078075			5.00		
	01 502-6490	OTHER PROFESSIONAL SERVICES					5.00	COURT FINES	
				REG. CHECK		1	286.03	286.03CR	0.00
							286.03	0.00	

01-037841 TIFFIN METAL PRODUCTS									
I	057474	IPD LOCKER ROOMS	AP	11/09/2023	R	10/10/2023	37,898.00	37,898.00CR	
		G/L ACCOUNT		CK: 078076			37,898.00		
	14 501-8692	CITY HALL / FIRE-EMS PROJECT					37,898.00	IPD LOCKER ROOMS	
				REG. CHECK		1	37,898.00	37,898.00CR	0.00
							37,898.00	0.00	

01-037876 SHERLY WEBER									
I	1499	2812 LINKS LN	AP	11/10/2023	H	11/02/2023	2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 078046			2,000.00		
	25 501-8696	SEWER COST SHARE GRANT					2,000.00	2812 LINKS LN	
				HAND CHECKS		1	2,000.00	2,000.00CR	0.00
							2,000.00	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-037877 ROBERT J. CASEY REVOCABLE T

I 10032023		BARTLETT PROJECT	AP	11/09/2023	R	10/03/2023	31,877.00	31,877.00CR	
		G/L ACCOUNT		CK: 078077			31,877.00		
	96	501-8690		OTHER PROJECT COST		31,877.00	BARTLETT PROJECT		
				REG. CHECK		1	31,877.00	31,877.00CR	0.00
							31,877.00	0.00	

01-037878 OTIS GAYLOR POST

I 10052023		BARTLETT PROJECT	AP	11/09/2023	R	10/05/2023	23,185.00	23,185.00CR	
		G/L ACCOUNT		CK: 078078			23,185.00		
	96	501-8690		OTHER PROJECT COST		23,185.00	BARTLETT PROJECT		
				REG. CHECK		1	23,185.00	23,185.00CR	0.00
							23,185.00	0.00	

01-037879 EDWARD HEWLETT & CONNIE HEW

I 10132023		BARTLETT PROJECT	AP	11/09/2023	R	10/13/2023	12,173.00	12,173.00CR	
		G/L ACCOUNT		CK: 078079			12,173.00		
	96	501-8690		OTHER PROJECT COST		12,173.00	BARTLETT PROJECT		
				REG. CHECK		1	12,173.00	12,173.00CR	0.00
							12,173.00	0.00	

01-037880 JONATHAN KELLY

I 11062023		COMMERCIAL MOVING	AP	11/09/2023	R	11/06/2023	25,650.00	25,650.00CR	
		G/L ACCOUNT		CK: 078080			25,650.00		
	14	501-8692		CITY HALL / FIRE-EMS PROJECT		25,650.00	COMMERCIAL MOVING		
				REG. CHECK		1	25,650.00	25,650.00CR	0.00
							25,650.00	0.00	

01-1 Misc. Vendor

I SEC:DAVIS		VIRGINIA DAVIS:	AP	11/09/2023	R	9/30/2023	300.00	300.00CR	
VIRGINIA DAVIS		G/L ACCOUNT		CK: 078081			300.00		
	59	501-8690		CAPITAL OUTLAY		300.00	VIRGINIA DAVIS:		
				REG. CHECK		1	300.00	300.00CR	0.00
							300.00	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	6,911.30CR
14	CITY PROJECTS	63,548.00CR
25	CITY GRANT PROGRAMS	2,000.00CR
33	WATER/SEWER	500.49CR
49	MCKINLEY - OPERATING	923.95CR
53	HOUSING/PENN TERRACE	3,457.28CR
55	HOUSING/EARL ST	233.29CR
56	HOUSING/CEDAR POINT	559.60CR
57	HOUSING/S 8TH ST	63.03CR
59	HOUSING/DEPOSIT FUND	300.00CR
64	IHA WAREHOUSE	69.62CR
96	12" PIPELINE - BARTLETT	67,235.00CR
** TOTALS **		145,801.56CR

----- TYPE OF CHECK TOTALS -----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS	1	2,000.00 2,000.00	2,000.00CR 0.00	0.00
DRAFTS		0.00 0.00	0.00 0.00	0.00
REG-CHECKS	31	143,801.56 143,801.56	143,801.56CR 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	32	145,801.56 145,801.56	145,801.56CR 0.00	0.00

ERRORS: 0

WARNINGS: 0

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01-002510 ASHCRAFT TIRE COMPANY INC									
I 43081		UNIT 102-BLANACE TIRES	AP	11/09/2023	E	12/03/2023	144.20	144.20CR	
		G/L ACCOUNT		CK: 004189			144.20		
	01 526-6710	VEHICLE MAINTENANCE				144.20	UNIT 102-BLANACE TIRES		
			EFT			1	144.20	144.20CR	0.00
							144.20	0.00	

01-004013 CMI, INC.									
I 8061265		ALCOHOL TEST MOUTHPIECE	AP	11/09/2023	E	11/24/2023	149.41	149.41CR	
		G/L ACCOUNT		CK: 004190			149.41		
	01 521-7690	OTHER OPERATIONAL SUPPLIES				149.41	ALCOHOL TEST MOUTHPIECE		
			EFT			1	149.41	149.41CR	0.00
							149.41	0.00	

01-004925 CONRAD FIRE EQUIPMENT, IN									
I 571339		FIRE EQUIPMENT	AP	11/09/2023	E	11/24/2023	49,092.95	49,092.95CR	
		G/L ACCOUNT		CK: 004191			49,092.95		
	24 501-8690	OTHER PROJECT COST				11,432.09	PENTHEON CUTTER		
	24 501-8690	OTHER PROJECT COST				11,796.34	PENTHEON SPREADER		
	24 501-8690	OTHER PROJECT COST				9,521.24	PENTHEON RAM		
	24 501-8690	OTHER PROJECT COST				3,132.04	PENTHEON BATTER		
	24 501-8690	OTHER PROJECT COST				518.70	BATTERY CHARGER		
	24 501-8690	OTHER PROJECT COST				12,042.48	PENTHEON COMBI		
	24 501-8690	OTHER PROJECT COST				650.06	FREIGHT		
			EFT			1	49,092.95	49,092.95CR	0.00
							49,092.95	0.00	

01-009330 GRAINGER									
I 9882775175		EXTSGN EMLT	AP	11/09/2023	E	11/24/2023	205.03	205.03CR	
		G/L ACCOUNT		CK: 004192			205.03		
	33 561-7690	OTHER OPERATIONAL SUPPLIES				205.03	EXTSGN EMLT		
I 9890499313		VALVE/BOTTLE CARRIER	AP	11/09/2023	E	12/01/2023	102.85	102.85CR	
		G/L ACCOUNT		CK: 004192			102.85		
	33 561-7090	MISC OFFICE SUPPLIES				102.85	VALVE/BOTTLE CARRIER		
			EFT			1	307.88	307.88CR	0.00
							307.88	0.00	

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01-010440 HUGO'S INDUSTRIAL SUPPLY									
C	11-6-23	OVERPAYMENT	AP	11/09/2023	E	11/06/2023	254.22CR	254.22	
		G/L ACCOUNT		CK: 004193			254.22CR		
	01 541-7180	OTHER BUILDING SUPPLIES				127.11CR	OVERPAYMENT		
	01 542-7180	OTHER BUILDING SUPPLIES				127.11CR	OVERPAYMENT		
C	11062023	OVERPAYMENT	AP	11/09/2023	E	11/06/2023	254.16CR	254.16	
		G/L ACCOUNT		CK: 004193			254.16CR		
	01 541-7190	OTHER GROUND SUPPLIES				127.08CR	OVERPAYMENT		
	01 542-7190	OTHER GROUND SUPPLIES				127.08CR	OVERPAYMENT		
C	9890CM	RETURNED ITEMS	AP	11/09/2023	E	11/01/2023	31.33CR	31.33	
		G/L ACCOUNT		CK: 004193			31.33CR		
	01 511-7090	MISC OFFICE SUPPLIES				28.29CR	RETURNED ITEMS		
	01 502-7090	MISC OFFICE SUPPLIES				3.04CR	RETURNED ITEMS		
I	303878	KITCHEN TOWELS/TISSUE	AP	11/09/2023	E	9/17/2023	133.87	133.87CR	
		G/L ACCOUNT		CK: 004193			133.87		
	01 526-7100	CLEANING SUPPLIES				133.87	KITCHEN TOWELS/TISSUE		
I	307562	TOWELS/TRASH BAGS	AP	11/09/2023	E	11/23/2023	271.09	271.09CR	
		G/L ACCOUNT		CK: 004193			271.09		
	01 547-7100	CLEANING SUPPLIES				271.09	TOWELS/TRASH BAGS		
I	307994	DRY ERASER/DRY ERASE PENS	AP	11/09/2023	E	12/01/2023	19.71	19.71CR	
		G/L ACCOUNT		CK: 004193			19.71		
	01 511-7090	MISC OFFICE SUPPLIES				19.71	DRY ERASER/DRY ERASE PENS		
I	308056	CLEANING SUPPLIES/OFFICE SU	AP	11/09/2023	E	11/01/2023	133.33	133.33CR	
		G/L ACCOUNT		CK: 004193			133.33		
	01 511-7090	MISC OFFICE SUPPLIES				38.79	POS RECEIPT THERMAL ROLLS		
	01 502-7090	MISC OFFICE SUPPLIES				55.66	FILE FOLDERS		
	01 504-7150	JANITOR SUPPLIES				38.88	FILE FOLDERS		
		EFT				1	18.29	18.29CR	0.00
							18.29	0.00	

01-011280 INDEPENDENCE RECREATION COM									
I	9015	2023 SEASON POOL LOSS	AP	11/09/2023	E	12/01/2023	17,805.00	17,805.00CR	
		G/L ACCOUNT		CK: 004194			17,805.00		
	01 509-6807	RIVERSIDE BEACH AQUATIC CENTER				17,805.00	2023 SEASON POOL LOSS		
		EFT				1	17,805.00	17,805.00CR	0.00
							17,805.00	0.00	

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01-019370 AIRGAS USA LLC.									
I	9143218358	OXYGEN	AP	11/09/2023	E	11/18/2023	215.71	215.71CR	
		G/L ACCOUNT		CK: 004195			215.71		
	01 526-7610	MEDICAL SUPPLIES				215.71	OXYGEN		
			EFT			1	215.71	215.71CR	0.00
							215.71	0.00	
01-021300 RESOURCE RECOVERY DIV 4392									
I	4392-000008645	CITY OF INDY CONTRACT	AP	11/09/2023	E	11/30/2023	12,740.68	12,740.68CR	
		G/L ACCOUNT		CK: 004196			12,740.68		
	37 501-6810	COUNTY LANDFILL				12,740.68	CITY OF INDY CONTRACT		
			EFT			1	12,740.68	12,740.68CR	0.00
							12,740.68	0.00	
01-024490 TRANSYSTEMS CORPORATION									
I	INV-0004191460	GENERAL ENGINEERING SERVICE	AP	11/09/2023	E	9/03/2023	5,897.50	5,897.50CR	
		G/L ACCOUNT		CK: 004197			5,897.50		
	01 533-6490	OTHER PROFESSIONAL SERVICES				5,480.00	SS4A GRANT APPLICATION		
	01 533-6490	OTHER PROFESSIONAL SERVICES				67.50	ADA INSPECTION		
	01 533-6490	OTHER PROFESSIONAL SERVICES				350.00	6TH & MYRTLE PARKING LOT		
I	INV-0004220985	GENERAL ENGINEERING-CITY OV	AP	11/09/2023	E	10/01/2023	3,700.00	3,700.00CR	
		G/L ACCOUNT		CK: 004197			3,700.00		
	22 501-8692	CURRENT YEAR CITY PROJECTS				3,700.00	GENERAL ENGINEERING-CITY OVERL		
I	INV-0004241970	W LAUREL INDUSTRIAL PARK	AP	11/09/2023	E	10/29/2023	585.60	585.60CR	
		G/L ACCOUNT		CK: 004197			585.60		
	22 501-8691	KDOT STREET PROJECTS				585.60	CONSTRUCTION ENGINEE		
I	INV-0004241974	KDOT SP-CHESTNUT 9TH/PINE	AP	11/09/2023	E	10/29/2023	640.00	640.00CR	
		G/L ACCOUNT		CK: 004197			640.00		
	22 501-8691	KDOT STREET PROJECTS				640.00	CONSTRUCTION/INSPECT		
I	INV-0004241977	KDOT TA GRANT	AP	11/09/2023	E	10/29/2023	11,166.00	11,166.00CR	
		G/L ACCOUNT		CK: 004197			11,166.00		
	74 501-8690	PROJECT COST				11,166.00	KDOT TA GRANT		
I	REV-0004241957	GENERAL ENGINEERING SERVICE	AP	11/09/2023	E	10/22/2023	26,565.00	26,565.00CR	
		G/L ACCOUNT		CK: 004197			26,565.00		
	22 501-8692	CURRENT YEAR CITY PROJECTS				22,485.00	CITY WIDE OVERLAY		

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VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
	01	533-6490	OTHER PROFESSIONAL SERVICES			4,080.00	SYCAMORE ST COST SHARE		
			EFT			1	48,554.10	48,554.10CR	0.00
							48,554.10	0.00	
01-030166 MICHAEL H CONWAY									
I	OCTOBER 2023	ENGINEERING SERVICES	AP	11/09/2023	E	11/30/2023	2,520.00	2,520.00CR	
		G/L ACCOUNT		CK: 004230			2,520.00		
	01	504-6490	OTHER PROFESSIONAL SERVICES			2,460.00	ENGINEERING SERVICES		
	33	561-6490	OTHER PROFESSIONAL SERVICES			60.00	ENGINEERING SERVICES		
			EFT			1	2,520.00	2,520.00CR	0.00
							2,520.00	0.00	
01-032078 CPR PEST MANAGEMENT, INC.									
I	39997	PUBLIC LIBRARY PEST CONTROL	AP	11/09/2023	E	11/07/2023	60.00	60.00CR	
		G/L ACCOUNT		CK: 004198			60.00		
	01	509-6804	LIBRARY			60.00	PUBLIC LIBRARY PEST CONTROL		
			EFT			1	60.00	60.00CR	0.00
							60.00	0.00	
01-032859 PACE ANALYTICAL SERVICES,									
I	2360194610	ANALYTICAL SERVICES,	AP	11/09/2023	E	11/01/2023	608.10	608.10CR	
		G/L ACCOUNT		CK: 004199			608.10		
	33	564-6490	OTHER PROFESSIONAL SERVICES			608.10	ANALYTICAL SERVICES,		
			EFT			1	608.10	608.10CR	0.00
							608.10	0.00	
01-032887 PROFESSIONAL ENGINEERING									
I	256238	INSP SRVC-WATER METER	AP	11/09/2023	E	10/19/2023	1,553.20	1,553.20CR	
		G/L ACCOUNT		CK: 004200			1,553.20		
	20	501-8690	OTHER PROJECT COST			1,553.20	INSPECTION BASE FEE		
			EFT			1	1,553.20	1,553.20CR	0.00
							1,553.20	0.00	

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01-032898 STERICYCLE, INC.									
I	8005228835	SHREDDING	AP	11/09/2023	E	10/31/2023	90.33	90.33CR	
		G/L ACCOUNT		CK: 004201			90.33		
	01 509-6490	OTHER PROFESSIONAL SERVICES					90.33	SHERDDING	
			EFT			1	90.33	90.33CR	0.00
							90.33	0.00	

01-032951 ACCURATE ENVIRONMENTAL									
I	FJ26007	SHIPPING & HANDLING	AP	11/09/2023	E	10/26/2023	30.00	30.00CR	
		G/L ACCOUNT		CK: 004202			30.00		
	33 561-6490	OTHER PROFESSIONAL SERVICES					30.00	SHIPPING & HANDLING	
			EFT			1	30.00	30.00CR	0.00
							30.00	0.00	

01-032956 TLC GROUNDSKEEPING, INC.									
I	4981	IRRIGATION SYS WINTERIZATIO	AP	11/09/2023	E	10/30/2023	85.00	85.00CR	
		G/L ACCOUNT		CK: 004203			85.00		
	01 504-7180	OTHER BUILDING SUPPLIES					85.00	IRRIGATION SYS WINTERIZATION	
I	5031	IRRIGATION WINTERIZATION	AP	11/09/2023	E	10/31/2023	85.00	85.00CR	
		G/L ACCOUNT		CK: 004203			85.00		
	01 526-6590	OTHER BUILDING & GROUND MAINT					85.00	IRRIGATION WINTERIZATION	
			EFT			1	170.00	170.00CR	0.00
							170.00	0.00	

01-033027 CINTAS CORPORATION									
I	5182091286	SAFETY/FIRST AID CHECK	AP	11/09/2023	E	10/31/2023	51.34	51.34CR	
		G/L ACCOUNT		CK: 004204			51.34		
	31 501-6490	OTHER PROFESSIONAL SERVICES					51.34	SAFETY/FIRST AID CHECK	
I	5182091289	SAFETY FIRST AID CHECK	AP	11/09/2023	E	10/31/2023	62.12	62.12CR	
		G/L ACCOUNT		CK: 004204			62.12		
	33 561-7090	MISC OFFICE SUPPLIES					62.12	SAFETY FIRST AID CHECK	
			EFT			1	113.46	113.46CR	0.00
							113.46	0.00	

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				DATE/#		DISC DT	BALANCE	DISCOUNT	

01-033174 CROSSLAND CONSTRUCTION CO									
I	CPSC APP 1	CPSC PH 1 CONSTRUCTION	AP	11/09/2023	E	10/12/2023	206,738.44	206,738.44	CR
		G/L ACCOUNT		CK: 004205			206,738.44		
	14	501-8691	CENTRAL PARK SPORTS COMPLEX			206,738.44	CPSC PH 1 CONSTRUCTION		
			EFT			1	206,738.44	206,738.44	CR
							206,738.44	0.00	0.00

01-033856 HECKERT CONSTRUCTION COMPAN

I EXTRA WORK	23 MILL/OVERLAY-CO #1	AP	11/09/2023 E	9/22/2023	21,630.00	21,630.00CR
	G/L ACCOUNT		CK: 004206		21,630.00	
	22 501-8692	CURRENT YEAR CITY PROJECTS		8,610.00	PARKING LOT	
	22 501-8692	CURRENT YEAR CITY PROJECTS		8,400.00	E CEDAR	
	22 501-8692	CURRENT YEAR CITY PROJECTS		630.00	SPRUCE	
	22 501-8692	CURRENT YEAR CITY PROJECTS		3,990.00	WELLS DRIVE	
I MYRTLE ST FINAL	23 MILL & OVERLAY-MYRTLE	AP	11/09/2023 E	9/22/2023	262,361.08	262,361.08CR
	G/L ACCOUNT		CK: 004206		262,361.08	
	22 501-8692	CURRENT YEAR CITY PROJECTS		217,765.00	23 MILL & OVERLAY-MYRTLE	
	22 501-8692	CURRENT YEAR CITY PROJECTS		25,279.08	23 MILL & OVERLAY-MYRTLE	
	22 501-8692	CURRENT YEAR CITY PROJECTS		19,317.00	23 MILL & OVERLAY-MYRTLE	
		EFT		1	283,991.08	283,991.08CR
					283,991.08	0.00

01-033876 PLUMB-CRAZY PLUMBING

I 09182023	INDEPENDENCE LIBRARY	AP	11/09/2023 E	9/18/2023	145.00	145.00CR	
	G/L ACCOUNT		CK: 004207		145.00		
	01 509-6804	LIBRARY			145.00	INDEPENDENCE LIBRARY	
I 202311014452	PLUMBING	AP	11/09/2023 E	8/26/2023	535.00	535.00CR	
	G/L ACCOUNT		CK: 004207		535.00		
	01 548-6490	OTHER PROFESSIONAL SERVICES			535.00	PLUMBING	
		EFT		1	680.00	680.00CR	0.00
					680.00	0.00	

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01-034101 MARCUS HAMILTON									
I	10312023	SUPPLIES FROM O'REILLY'S RE AP		11/09/2023	E	10/31/2023	135.76	135.76CR	
		G/L ACCOUNT		CK: 004231			135.76		
	01 526-6710	VEHICLE MAINTENANCE				135.76	SUPPLIES FROM O'REILLY'S REIMB		
			EFT			1	135.76	135.76CR	0.00
							135.76	0.00	

01-034284 INDIGO DESIGN, INC.									
I	CENTRAL PARK 13	SPORTS COMPLEX	AP	11/09/2023	E	11/01/2023	4,312.39	4,312.39CR	
		G/L ACCOUNT		CK: 004208			4,312.39		
	14 501-8691	CENTRAL PARK SPORTS COMPLEX				4,064.40	CONSTRUCTION ADMIN		
	14 501-8691	CENTRAL PARK SPORTS COMPLEX				247.99	EXPENSES-MILEAGE ETC		
			EFT			1	4,312.39	4,312.39CR	0.00
							4,312.39	0.00	

01-034298 MID-AMERICAN RESEARCH									
I	0798492-IN	BREAK-A-WAY PENETRATING OIL AP		11/09/2023	E	8/23/2023	239.79	239.79CR	
		G/L ACCOUNT		CK: 004209			239.79		
	31 501-7680	WEED KILLER				239.79	BREAK-A-WAY PENETRATING OIL		
			EFT			1	239.79	239.79CR	0.00
							239.79	0.00	

01-034334 DANKO EMERGENCY EQUIPMENT C									
I	132052	PUMP TEST ETC	AP	11/09/2023	E	10/18/2023	3,146.00	3,146.00CR	
		G/L ACCOUNT		CK: 004210			3,146.00		
	01 526-6490	OTHER PROFESSIONAL SERVICES				3,146.00	PUMP TEST ETC		
			EFT			1	3,146.00	3,146.00CR	0.00
							3,146.00	0.00	

01-034744 WOODS LUMBER COMPANY									
I	536172	#2 GROUND CONTACT	AP	11/09/2023	E	10/25/2023	12.96	12.96CR	
		G/L ACCOUNT		CK: 004211			12.96		
	01 542-7180	OTHER BUILDING SUPPLIES				12.96	#2 GROUND CONTACT		
			EFT			1	12.96	12.96CR	0.00
							12.96	0.00	

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01-035115 EXPRESS SERVICES, INC.

I 29796115-STATEMENT	EXPRESS EMPLOYMENT	AP	11/09/2023	E	10/18/2023		8,478.24	8,478.24CR	
	G/L ACCOUNT		CK: 004212				8,478.24		
37	501-5011	EXPRESS EMPLOYMENT				1,516.50	GENERAL LABOR SANITAITON		
33	562-5011	EXPRESS EMPLOYMENT				1,723.81	WATER/SEWER		
01	545-5011	EXPRESS EMPLOYMENT				1,617.60	GENERAL LABOR CEMETERY		
01	533-5011	EXPRESS EMPLOYMENT				606.60	GENERAL LABOR STREET		
33	564-5011	EXPRESS EMPLOYMENT				945.33	GENERAL LABOR- WWTP		
37	501-5011	EXPRESS EMPLOYMENT				0.00	SANITATION CDL DRIVER		
01	533-5011	EXPRESS EMPLOYMENT				904.40	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				921.36	WATER/SEWER CDL DRIVER		
01	533-5011	EXPRESS EMPLOYMENT				242.64	GENERAL LABOR- BRUSH DUMP		

I 29830188-STATEMENT	EXPRESS EMPLOYMENT	AP	11/09/2023	E	10/25/2023		8,460.54	8,460.54CR	
	G/L ACCOUNT		CK: 004212				8,460.54		
37	501-5011	EXPRESS EMPLOYMENT				1,685.92	GENERAL LABOR SANITAITON		
33	562-5011	EXPRESS EMPLOYMENT				1,688.41	WATER/SEWER		
01	545-5011	EXPRESS EMPLOYMENT				1,435.62	GENERAL LABOR CEMETERY		
01	533-5011	EXPRESS EMPLOYMENT				808.80	GENERAL LABOR STREET		
33	564-5011	EXPRESS EMPLOYMENT				869.48	GENERAL LABOR- WWTP		
37	501-5011	EXPRESS EMPLOYMENT				0.00	SANITATION CDL DRIVER		
01	533-5011	EXPRESS EMPLOYMENT				791.35	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				938.32	WATER/SEWER CDL DRIVER		
01	533-5011	EXPRESS EMPLOYMENT				242.64	GENERAL LABOR- BRUSH DUMP		

EFT	1	16,938.78	16,938.78CR	0.00
		16,938.78	0.00	

01-035459 USD # 446

I OCTOBER 2023	EDUCATIONAL SALES TAX	AP	11/09/2023	E	10/31/2023		225,541.83	225,541.83CR	
	G/L ACCOUNT		CK: 004213				225,541.83		
11	501-6800	FUNDING TO EXT. ORGANIZATIONS				225,541.83	EDUCATIONAL SALES TAX		

EFT	1	225,541.83	225,541.83CR	0.00
		225,541.83	0.00	

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01-035478 LOCHNER, H.W. INC.									
I	000021602-5	ENGINEERING FOR BEACON	AP	11/09/2023	E	11/02/2023	1,365.00	1,365.00CR	
		G/L ACCOUNT		CK: 004214			1,365.00		
	21	501-8692	KDOT PROJECTS			1,365.00	BIDDING PHASE		
I	TO0121584-1	FAA TAXIWAY PROJECT	AP	11/09/2023	E	11/02/2023	8,440.00	8,440.00CR	
		G/L ACCOUNT		CK: 004214			8,440.00		
	21	501-8690	OTHER PROJECT COST			8,440.00	PRELIMINARY PHASE		
			EFT			1	9,805.00	9,805.00CR	0.00
							9,805.00	0.00	

01-035503 NATIONAL SCREENING BUREAU									
I	2310159	BACKGROUND CHECKS	AP	11/09/2023	E	11/01/2023	141.00	141.00CR	
		G/L ACCOUNT		CK: 004215			141.00		
	01	526-6470	PRE-EMPLOYMENT SERVICES & TEST			47.00	J. JONES		
	01	526-6470	PRE-EMPLOYMENT SERVICES & TEST			47.00	K MILLIGAN		
	01	526-6470	PRE-EMPLOYMENT SERVICES & TEST			47.00	G. TUCKER JR		
			EFT			1	141.00	141.00CR	0.00
							141.00	0.00	

01-035900 ANE MAE'S COFFEE AND SANDWI									
I	10983	OPEN HOUSE	AP	11/09/2023	E	11/04/2023	611.90	611.90CR	
		G/L ACCOUNT		CK: 004216			611.90		
	01	501-6350	BUSINESS MEETINGS			611.90	OPEN HOUSE		
			EFT			1	611.90	611.90CR	0.00
							611.90	0.00	

01-036233 HAWKINS INC.									
I	6619730	CHLORINE	AP	11/09/2023	E	11/06/2023	4,728.48	4,728.48CR	
		G/L ACCOUNT		CK: 004217			4,728.48		
	33	561-7630	CHEMICALS			4,728.48	CHLORINE		
			EFT			1	4,728.48	4,728.48CR	0.00
							4,728.48	0.00	

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01-036611 DESIGN MECHANICAL, INC.									
I 228891		REBUILD KIT	AP	11/09/2023	E	10/16/2023	1,272.65	1,272.65CR	
		G/L ACCOUNT		CK: 004218			1,272.65		
	01 548-6493	BOILER/CENTRAL AIR				1,272.65	REBUILD KIT		
			EFT			1	1,272.65	1,272.65CR	0.00
							1,272.65	0.00	

01-036665 JOANNE L SMITH									
I 202311014454		SIGNAGE, ETC	AP	11/09/2023	E	10/31/2023	4,415.00	4,415.00CR	
		G/L ACCOUNT		CK: 004219			4,415.00		
	01 509-6490	OTHER PROFESSIONAL SERVICES				4,415.00	SIGNAGE, ETC		
			EFT			1	4,415.00	4,415.00CR	0.00
							4,415.00	0.00	

01-036790 LIFE-ASSIST, INC									
I 1376553		MEDICAL SUPPLIES	AP	11/09/2023	E	10/31/2023	1,438.88	1,438.88CR	
		G/L ACCOUNT		CK: 004220			1,438.88		
	01 526-7610	MEDICAL SUPPLIES				156.30	AIRWAY SIZE 3		
	01 526-7610	MEDICAL SUPPLIES				156.30	AIRWAY SIZE 4		
	01 526-7610	MEDICAL SUPPLIES				156.30	AIRWAY SIZE 5		
	01 526-7610	MEDICAL SUPPLIES				48.39	ADULT RESUSCITATOR W/PEEP		
	01 526-7610	MEDICAL SUPPLIES				38.64	RAPID HEAT PACK		
	01 526-7610	MEDICAL SUPPLIES				539.80	CPR STAT-PADZ ELECTRODE		
	01 526-7610	MEDICAL SUPPLIES				343.15	PEDI PADZ ELECTRODES		
I 1376556		MEDICAL SUPPLIES	AP	11/09/2023	E	10/31/2023	438.63	438.63CR	
		G/L ACCOUNT		CK: 004220			438.63		
	01 526-7610	MEDICAL SUPPLIES				140.63	IV SET		
	01 526-7610	MEDICAL SUPPLIES				298.00	AMSINO EXTENSION SET		
			EFT			1	1,877.51	1,877.51CR	0.00
							1,877.51	0.00	

01-036883 LABETTE HEALTH									
I 59		IV TUBING	AP	11/09/2023	E	10/12/2023	939.95	939.95CR	
		G/L ACCOUNT		CK: 004221			939.95		
	01 526-7610	MEDICAL SUPPLIES				939.95	IV TUBING		
			EFT			1	939.95	939.95CR	0.00
							939.95	0.00	

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01-037044 EM BOHR CUSTOM SEWING									
I 1359		ALTERATIONS	AP	11/09/2023	E	10/24/2023	30.00	30.00CR	
		G/L ACCOUNT		CK: 004232			30.00		
	01 521-7900	UNIFORMS				30.00	ALTERATIONS		
			EFT			1	30.00	30.00CR	0.00
							30.00	0.00	

01-037139 FLEET FUELS, LLC									
I 124141-I		SANITATION	AP	11/09/2023	E	10/31/2023	859.95	859.95CR	
		G/L ACCOUNT		CK: 004222			859.95		
	37 501-7690	OTHER OPERATIONAL SUPPLIES				859.95	SANITATION		
I 124236-I		STREET DEPARTMENT	AP	11/09/2023	E	11/02/2023	1,990.88	1,990.88CR	
		G/L ACCOUNT		CK: 004222			1,990.88		
	01 533-7640	DIESEL FUEL				1,990.88	STREET DEPARTMENT		
I 90722		WATER/SEWER ADMIN	AP	11/09/2023	E	8/20/2023	280.20	280.20CR	
		G/L ACCOUNT		CK: 004222			280.20		
	33 562-7200	GASOLINE				57.03	WATER/SEWER ADMIN		
	37 501-7640	DIESEL FUEL				17.05	WATER/SEWER ADMIN		
	37 501-7200	GASOLINE				206.12	WATER/SEWER ADMIN		
I 93679		FUEL	AP	11/09/2023	E	10/29/2023	1,859.77	1,859.77CR	
		G/L ACCOUNT		CK: 004222			1,859.77		
	37 501-7200	GASOLINE				134.48	GASOLINE		
	37 501-7640	DIESEL FUEL				1,725.29	DIESEL		
I 93689		FUEL	AP	11/09/2023	E	10/29/2023	1,343.75	1,343.75CR	
		G/L ACCOUNT		CK: 004222			1,343.75		
	01 526-7200	GASOLINE				703.09	GASOLINE		
	01 526-7640	DIESEL FUEL				640.66	DIESEL		
I 93792		GASOLINE	AP	11/09/2023	E	10/29/2023	561.10	561.10CR	
		G/L ACCOUNT		CK: 004222			561.10		
	01 521-7200	GASOLINE				561.10	GASOLINE		
I 93796		GASOLINE	AP	11/09/2023	E	10/29/2023	137.23	137.23CR	
		G/L ACCOUNT		CK: 004222			137.23		
	33 561-7200	GASOLINE				137.23	GASOLINE		
I 93814		FUEL	AP	11/09/2023	E	10/29/2023	642.69	642.69CR	
		G/L ACCOUNT		CK: 004222			642.69		
	01 533-7200	GASOLINE				198.52	GASOLINE		

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		01 533-7640	DIESEL FUEL			444.17	GASOLINE		
I 93819		GASOLINE	AP	11/09/2023	E	10/29/2023	166.18	166.18CR	
		G/L ACCOUNT		CK: 004222			166.18		
	33 563-7200	GASOLINE				166.18	GASOLINE		
I 93824		FUEL	AP	11/09/2023	E	10/29/2023	361.70	361.70CR	
		G/L ACCOUNT		CK: 004222			361.70		
	33 562-7200	GASOLINE				159.63	GASOLINE		
	33 562-7640	DIESEL FUEL				202.07	DIESEL		
I 93883		GASOLINE	AP	11/09/2023	E	10/29/2023	161.98	161.98CR	
		G/L ACCOUNT		CK: 004222			161.98		
	01 545-7200	GASOLINE				161.98	GASOLINE		
I 93885		GASOLINE	AP	11/09/2023	E	10/29/2023	56.13	56.13CR	
		G/L ACCOUNT		CK: 004222			56.13		
	01 541-7200	GASOLINE				56.13	GASOLINE		
I 93953		GASOLINE	AP	11/09/2023	E	10/29/2023	71.89	71.89CR	
		G/L ACCOUNT		CK: 004222			71.89		
	01 522-7200	GASOLINE				71.89	GASOLINE		
I 93955		DIESEL FUEL	AP	11/09/2023	E	10/29/2023	113.18	113.18CR	
		G/L ACCOUNT		CK: 004222			113.18		
	33 562-7640	DIESEL FUEL				113.18	DIESEL FUEL		
I 94063		GASOLINE	AP	11/09/2023	E	10/29/2023	26.62	26.62CR	
		G/L ACCOUNT		CK: 004222			26.62		
	01 526-7200	GASOLINE				26.62	GASOLINE		
I 94068		POLICE	AP	11/09/2023	E	11/05/2023	440.16	440.16CR	
		G/L ACCOUNT		CK: 004222			440.16		
	01 521-7200	GASOLINE				454.28	POLICE		
	01 521-7200	GASOLINE				14.12	CREARLY PAYMENT DISCOUNT		
I 94074		SANITATION	AP	11/09/2023	E	11/05/2023	1,203.50	1,203.50CR	
		G/L ACCOUNT		CK: 004222			1,203.50		
	37 501-7640	DIESEL FUEL				1,230.57	SANITATION		
	37 501-7640	DIESEL FUEL				27.07	CREARLY PAYMENT DISCOUNT		
I 94085		FIRE/EMS	AP	11/09/2023	E	11/05/2023	1,008.32	1,008.32CR	
		G/L ACCOUNT		CK: 004222			1,008.32		
	01 526-7200	GASOLINE				530.23	FIRE/EMS		
	01 526-7640	DIESEL FUEL				505.94	FIRE/EMS		
	01 526-7200	GASOLINE				27.85	CREARLY PAYMENT DISCOUNT		
I 94102		WATER DISTRIBUTION	AP	11/09/2023	E	11/05/2023	348.20	348.20CR	
		G/L ACCOUNT		CK: 004222			348.20		
	33 562-7200	GASOLINE				223.59	WATER DISTRIBUTION		

PACKET: 27514 EFT Payments-11/09/2023

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

	33	562-7640	DIESEL FUEL			134.59	WATER DISTRIBUTION		
	33	562-7200	GASOLINE			9.98	CREARLY PAYMENT DISCOUNT		
I 94106		STREET	AP	11/09/2023	E	11/05/2023	592.18	592.18	CR
		G/L ACCOUNT		CK: 004222			592.18		
	01	533-7200	GASOLINE			96.21	STREET		
	01	533-7640	DIESEL FUEL			510.44	STREET		
	01	533-7640	DIESEL FUEL			14.47	CREARLY PAYMENT DISCOUNT		
I 94452		SEWER COLLECTION	AP	11/09/2023	E	11/05/2023	104.95	104.95	CR
		G/L ACCOUNT		CK: 004222			104.95		
	33	562-7640	DIESEL FUEL			107.36	SEWER COLLECTION		
	33	562-7640	DIESEL FUEL			2.41	CREARLY PAYMENT DISCOUNT		
I 94453		WATER/SEWER ADMIN	AP	11/09/2023	E	11/05/2023	43.39	43.39	CR
		G/L ACCOUNT		CK: 004222			43.39		
	33	563-7200	GASOLINE			44.78	WATER/SEWER ADMIN		
	33	563-7200	GASOLINE			1.39	CREARLY PAYMENT DISCOUNT		
I 94473		WATER TREATMENT	AP	11/09/2023	E	11/05/2023	9.43	9.43	CR
		G/L ACCOUNT		CK: 004222			9.43		
	33	561-7640	DIESEL FUEL			9.65	WATER TREATMENT		
	33	561-7640	DIESEL FUEL			0.22	CREARLY PAYMENT DISCOUNT		
I 94478		PUBLIC SAFETY DIRECTOR	AP	11/09/2023	E	11/05/2023	30.76	30.76	CR
		G/L ACCOUNT		CK: 004222			30.76		
	01	526-7200	GASOLINE			31.75	PUBLIC SAFETY DIRECTOR		
	01	526-7200	GASOLINE			0.99	CREARLY PAYMENT DISCOUNT		
I 94484		PARK DEPT	AP	11/09/2023	E	11/05/2023	79.83	79.83	CR
		G/L ACCOUNT		CK: 004222			79.83		
	01	541-7200	GASOLINE			82.24	PARK DEPT		
	01	541-7200	GASOLINE			2.41	CREARLY PAYMENT DISCOUNT		
EFT							1	12,493.97	12,493.97
								12,493.97	0.00

01-037145 NEW DIRECTIONS

I INV-29764		EAP PROGRAM	AP	11/09/2023	E	9/01/2023	3,955.56	3,955.56	CR
		G/L ACCOUNT		CK: 004223			3,955.56		
	31	501-5710	OTHER EMPLOYEE BENEFITS			33.24	EAP PROGRAM		
	53	501-5710	OTHER EMPLOYEE BENEFITS			232.68	EAP PROGRAM		
	37	501-5710	OTHER EMPLOYEE BENEFITS			232.68	EAP PROGRAM		
	33	561-5710	OTHER EMPLOYEE BENEFITS			265.92	EAP PROGRAM		
	33	562-5710	OTHER EMPLOYEE BENEFITS			265.92	EAP PROGRAM		
	33	563-5710	OTHER EMPLOYEE BENEFITS			33.24	EAP PROGRAM		

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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
	33	564-5710	OTHER EMPLOYEE BENEFITS			99.72	EAP PROGRAM		
	33	565-5710	OTHER EMPLOYEE BENEFITS			33.24	EAP PROGRAM		
	26	501-5710	OTHER EMPLOYEE BENEFITS			2,758.92	EAP PROGRAM		
			EFT			1	3,955.56	3,955.56CR	0.00
							3,955.56	0.00	
01-037404 RED TIGER TIRE & AUTO INC.									
I 8153		LADDER TRUCK	AP	11/09/2023	E	10/23/2023	160.00	160.00CR	
		G/L ACCOUNT		CK: 004224			160.00		
	01	526-7220	TIRES			160.00	LADDER TRUCK		
I 8165		OIL CHANGE	AP	11/09/2023	E	10/25/2023	69.23	69.23CR	
		G/L ACCOUNT		CK: 004224			69.23		
	33	561-6710	VEHICLE MAINTENANCE			69.23	OIL CHANGE		
I 8196		MEDIC 4	AP	11/09/2023	E	10/31/2023	47.00	47.00CR	
		G/L ACCOUNT		CK: 004224			47.00		
	01	526-6710	VEHICLE MAINTENANCE			47.00	MEDIC 4		
I 8204		MEDIC 1	AP	11/09/2023	E	11/01/2023	65.00	65.00CR	
		G/L ACCOUNT		CK: 004224			65.00		
	01	526-6710	VEHICLE MAINTENANCE			65.00	MEDIC 1		
I 8217		MEDIC 5	AP	11/09/2023	E	11/06/2023	175.00	175.00CR	
		G/L ACCOUNT		CK: 004224			175.00		
	01	526-6710	VEHICLE MAINTENANCE			175.00	MEDIC 5		
I 8219		MEDIC 3	AP	11/09/2023	E	11/06/2023	65.00	65.00CR	
		G/L ACCOUNT		CK: 004224			65.00		
	01	526-6710	VEHICLE MAINTENANCE			65.00	MEDIC 3		
I 8229		BRUSH 1	AP	11/09/2023	E	11/07/2023	160.00	160.00CR	
		G/L ACCOUNT		CK: 004224			160.00		
	01	526-6710	VEHICLE MAINTENANCE			160.00	BRUSH 1		
			EFT			1	741.23	741.23CR	0.00
							741.23	0.00	
01-037488 HEALY LAW OFFICES, LLC									
I 21071		TELECOMMUNICATIONS	AP	11/09/2023	E	10/31/2023	2,193.75	2,193.75CR	
		G/L ACCOUNT		CK: 004225			2,193.75		
	01	501-6430	LEGAL			2,193.75	TELECOMMUNICATIONS		
			EFT			1	2,193.75	2,193.75CR	0.00
							2,193.75	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

01-037661 S & J CLEANING									
I	10262023	10/26, 11/2, & 11/3 CLEANIN	AP	11/09/2023	E	10/13/2023	1,200.00	1,200.00CR	
		G/L ACCOUNT		CK: 004233			1,200.00		
	01	504-6492	JANITORIAL SERVICES			1,200.00	10/26, 11/2, & 11/3 CLEANING		
			EFT			1	1,200.00	1,200.00CR	0.00
							1,200.00	0.00	

01-037725 TERRY HON									
I	NOV 23-RAIDA	1600 HALSEY AVE	AP	11/09/2023	E	11/01/2023	422.00	422.00CR	
		G/L ACCOUNT		CK: 004226			422.00		
	58	501-8706	TBRA #M-21-SG-20-0150			422.00	1600 HALSEY AVE		
			EFT			1	422.00	422.00CR	0.00
							422.00	0.00	

01-037780 CLEAN UNIFORM COMPANY									
I	22121437	UNIFORMS	AP	11/09/2023	E	10/03/2023	40.12	40.12CR	
		G/L ACCOUNT		CK: 004227			40.12		
	31	501-7900	UNIFORMS			40.12	UNIFORMS		
I	22125034	UNIFORMS	AP	11/09/2023	E	10/17/2023	40.12	40.12CR	
		G/L ACCOUNT		CK: 004227			40.12		
	31	501-7900	UNIFORMS			40.12	UNIFORMS		
I	22126854	UNIFORMS	AP	11/09/2023	E	10/24/2023	40.12	40.12CR	
		G/L ACCOUNT		CK: 004227			40.12		
	31	501-7900	UNIFORMS			40.12	UNIFORMS		
I	22128662	UNIFORMS	AP	11/09/2023	E	10/31/2023	42.06	42.06CR	
		G/L ACCOUNT		CK: 004227			42.06		
	31	501-7900	UNIFORMS			42.06	UNIFORMS		
			EFT			1	162.42	162.42CR	0.00
							162.42	0.00	

01-037787 FOUNDERS PLACE, LLC									
I	1106	UTILITY BILLS PRINTING	AP	11/09/2023	E	10/27/2023	397.00	397.00CR	
		G/L ACCOUNT		CK: 004228			397.00		
	33	563-6490	OTHER PROFESSIONAL SERVICES			317.60	80% UTILITY BILLS		

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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
	37	501-6490	OTHER PROFESSIONAL SERVICES			79.40	20% UTILITY BILLS		
I 1108		UTILITY BILLS	AP	11/09/2023	E	11/07/2023	128.24	128.24CR	
		G/L ACCOUNT		CK: 004228			128.24		
	33	563-6490	OTHER PROFESSIONAL SERVICES			102.59	80% UTILITY BILLS		
	37	501-6490	OTHER PROFESSIONAL SERVICES			25.65	20% UTILITY BILLS		
			EFT			1	525.24	525.24CR	0.00
							525.24	0.00	
01-037835 ANGEL ARMOR, LLC									
I INV7294-PS		RIFLE PLATES	AP	11/09/2023	E	8/23/2023	5,390.00	5,390.00CR	
		G/L ACCOUNT		CK: 004229			5,390.00		
	79	501-8690	PROJECT COST			5,390.00	RIFLE PLATES		
			EFT			1	5,390.00	5,390.00CR	0.00
							5,390.00	0.00	
01-037873 MIKEL WOLDUM									
I 202311014455		MIKEL WOLDUM TRAINING	AP	11/09/2023	E	10/25/2023	36.96	36.96CR	
		G/L ACCOUNT		CK: 004234			36.96		
	01	526-7200	GASOLINE			36.96	MIKEL WOLDUM TRAINING		
			EFT			1	36.96	36.96CR	0.00
							36.96	0.00	
01-037875 MATTHEW WRIGHT									
I 102023		FUEL REIMBURSEMENT	AP	11/09/2023	E	10/20/2023	25.00	25.00CR	
		G/L ACCOUNT		CK: 004235			25.00		
	01	521-6340	SEMINARS & CONVENTIONS			25.00	FUEL REIMBURSEMENT		
			EFT			1	25.00	25.00CR	0.00
							25.00	0.00	

PACKET: 27514 EFT Payments-11/09/2023

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	62,136.82CR
11	EDUCATION SALES TAX	225,541.83CR
14	CITY PROJECTS	211,050.83CR
20	KPWSL #3058 - WATERLINE	1,553.20CR
21	CAPITAL RESERVE - AIRPORT	9,805.00CR
22	CAPITAL RESERVE - STREET	311,401.68CR
24	FIRE/EMS GRANTS	49,092.95CR
26	GF EMPLOYEE BENEFITS	2,758.92CR
31	AIRPORT	486.79CR
33	WATER/SEWER	15,412.04CR
37	SANITATION	20,427.22CR
53	HOUSING/PENN TERRACE	232.68CR
58	HOUSING/TBRA	422.00CR
74	ADA DJ # 204-29-144	11,166.00CR
79	LAW ENFORCEMENT TRUST	5,390.00CR
** TOTALS **		926,877.96CR

----- 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	47	926,877.96	926,877.96CR	0.00
		926,877.96	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS	47	926,877.96	926,877.96CR	0.00
		926,877.96	0.00	

TOTAL CHECKS TO PRINT: 0

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ERRORS:	0	WARNINGS:	0
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APPROPRIATIONS 2023

Accounts payable paid from November 10th, 2023, through November 22nd, 2023.

Total: \$ 336,538.50

PACKET: 27545 EFT Payments-11/22/2023

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 42743		TIRES 604	AP	11/22/2023	E	11/04/2023	123.60	123.60CR	
		G/L ACCOUNT		CK: 004239			123.60		
	37 501-7220	TIRES				123.60	TIRES 604		
I 42754		TIRES 603	AP	11/22/2023	E	11/12/2023	97.85	97.85CR	
		G/L ACCOUNT		CK: 004239			97.85		
	37 501-7220	TIRES				97.85	TIRES 603		
I 42841		ROTATE TIRES 603	AP	11/22/2023	E	11/12/2023	30.90	30.90CR	
		G/L ACCOUNT		CK: 004239			30.90		
	37 501-7220	TIRES				30.90	ROTATE TIRES 603		
I 43024		TIRE CHANGE	AP	11/22/2023	E	11/30/2023	154.50	154.50CR	
		G/L ACCOUNT		CK: 004239			154.50		
	37 501-7220	TIRES				154.50	TIRE CHANGE		
I 43075		MEDIC 5 WHEEL BAL & TIRE CH	AP	11/22/2023	E	12/07/2023	241.02	241.02CR	
		G/L ACCOUNT		CK: 004239			241.02		
	01 526-6710	VEHICLE MAINTENANCE				241.02	MEDIC 5 WHEEL BAL & TIRE CHANG		
I 43211		MEDIC 3 AMBULANCE REPAIR	AP	11/22/2023	E	12/15/2023	7.75	7.75CR	
		G/L ACCOUNT		CK: 004239			7.75		
	01 526-6710	VEHICLE MAINTENANCE				7.75	MEDIC 3 AMBULANCE REPAIR		
			EFT			1	655.62	655.62CR	0.00
							655.62	0.00	

01-003050 BARCO MUNICIPAL PRODUCTS,

I IN-247508		SPEED LIMIT SIGNS	AP	11/22/2023	E	11/17/2023	1,138.34	1,138.34CR	
		G/L ACCOUNT		CK: 004240			1,138.34		
	01 533-7930	SIGNS				1,138.34	SPEED LIMIT SIGNS		
I IN-247564		BARRICADE AND SIGN FLASHERS	AP	11/22/2023	E	11/23/2023	1,069.00	1,069.00CR	
		G/L ACCOUNT		CK: 004240			1,069.00		
	01 533-7930	SIGNS				1,069.00	BARRICADE AND SIGN FLASHERS		
			EFT			1	2,207.34	2,207.34CR	0.00
							2,207.34	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

01-009330 GRAINGER									
I	9896664878	FOLDING KNIFE	AP	11/22/2023	E	12/07/2023	19.34	19.34CR	
		G/L ACCOUNT		CK: 004241			19.34		
	33 561-7090	MISC OFFICE SUPPLIES					19.34	FOLDING KNIFE	
I	9905617511	ICE MAKER WATER VALVE	AP	11/22/2023	E	12/15/2023	27.10	27.10CR	
		G/L ACCOUNT		CK: 004241			27.10		
	33 561-7490	OTHER SMALL TOOLS & EQUIPMENT					27.10	ICE MAKER WATER VALVE	
		EFT				1	46.44	46.44CR	0.00
							46.44	0.00	

01-010440 HUGO'S INDUSTRIAL SUPPLY									
I	308219	WALL CALENDAR - ADEY	AP	11/22/2023	E	12/06/2023	18.75	18.75CR	
		G/L ACCOUNT		CK: 004242			18.75		
	01 521-7090	MISC OFFICE SUPPLIES & EQUIP					18.75	WALL CALENDAR - ADEY	
I	308363	TONER - ERIN	AP	11/22/2023	E	12/08/2023	521.97	521.97CR	
		G/L ACCOUNT		CK: 004242			521.97		
	01 527-6700	OFFICE EQUIPMENT MAINTENANCE					521.97	TONER - ERIN	
I	308373	TISSUE	AP	11/22/2023	E	12/08/2023	106.53	106.53CR	
		G/L ACCOUNT		CK: 004242			106.53		
	01 547-7100	CLEANING SUPPLIES					106.53	TISSUE	
I	308418	D BATTERIES, SENSOR FILTER	AP	11/22/2023	E	12/08/2023	67.47	67.47CR	
		G/L ACCOUNT		CK: 004242			67.47		
	01 547-7100	CLEANING SUPPLIES					67.47	D BATTERIES, SENSOR FILTER BAG	
I	308468	TONER - CLERK'S OFFICE	AP	11/22/2023	E	12/09/2023	214.14	214.14CR	
		G/L ACCOUNT		CK: 004242			214.14		
	01 511-7090	MISC OFFICE SUPPLIES					214.14	TONER - CLERK'S OFFICE	
I	308529	OPTIMUS PLUS COPY PAPER	AP	11/22/2023	E	12/09/2023	151.24	151.24CR	
		G/L ACCOUNT		CK: 004242			151.24		
	01 547-7690	OTHER OPERATIONAL SUPPLIES					151.24	OPTIMUS PLUS COPY PAPER	
I	308549	OFFICE SUPPLIES	AP	11/22/2023	E	12/10/2023	435.09	435.09CR	
		G/L ACCOUNT		CK: 004242			435.09		
	01 521-7690	OTHER OPERATIONAL SUPPLIES					38.12	PD OFFICE SUPPLIES	
	01 511-7090	MISC OFFICE SUPPLIES					396.97	CLERK'S OFFICE SUPPLIES	
I	309004	LASER TONER	AP	11/22/2023	E	12/20/2023	223.10	223.10CR	
		G/L ACCOUNT		CK: 004242			223.10		
	01 511-7090	MISC OFFICE SUPPLIES					223.10	LASER TONER	

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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	1,738.29 1,738.29	1,738.29CR 0.00	0.00

01-011200 INDEPENDENCE DAILY

I 202311204475	SUBSCRIPTION	AP	11/22/2023	E	12/06/2023		111.95	111.95CR	
	G/L ACCOUNT		CK: 004243				111.95		
01 521-7690	OTHER OPERATIONAL SUPPLIES					111.95	SUBSCRIPTION		
I 84215	RES 2023-049 LEGAL NOTICE	AP	11/22/2023	E	11/06/2023		31.60	31.60CR	
	G/L ACCOUNT		CK: 004243				31.60		
01 509-6930	LEGAL PUBLICATION					31.60	RES 2023-049 LEGAL NOTICE		
I 84216	ORD 4435 LEGAL NOTICE	AP	11/22/2023	E	11/06/2023		15.80	15.80CR	
	G/L ACCOUNT		CK: 004243				15.80		
01 509-6930	LEGAL PUBLICATION					15.80	ORD 4435 LEGAL NOTICE		
I 84217	ORD 4436 LEGAL NOTICE	AP	11/22/2023	E	11/06/2023		15.80	15.80CR	
	G/L ACCOUNT		CK: 004243				15.80		
01 509-6930	LEGAL PUBLICATION					15.80	ORD 4436 LEGAL NOTICE		
I 84218	ORD 4437 LEGAL NOTICE	AP	11/22/2023	E	11/06/2023		15.80	15.80CR	
	G/L ACCOUNT		CK: 004243				15.80		
01 509-6930	LEGAL PUBLICATION					15.80	ORD 4437 LEGAL NOTICE		
I 84219	ORD 4438 LEGAL NOTICE	AP	11/22/2023	E	11/06/2023		15.80	15.80CR	
	G/L ACCOUNT		CK: 004243				15.80		
01 509-6930	LEGAL PUBLICATION					15.80	ORD 4438 LEGAL NOTICE		
I 84222	RES 2023-042 LEGAL NOTICE	AP	11/22/2023	E	11/12/2023		101.12	101.12CR	
	G/L ACCOUNT		CK: 004243				101.12		
01 509-6930	LEGAL PUBLICATION					101.12	RES 2023-042 LEGAL NOTICE		
I 84223	RES 2023-043 LEGAL NOTICE	AP	11/22/2023	E	11/12/2023		107.44	107.44CR	
	G/L ACCOUNT		CK: 004243				107.44		
01 509-6930	LEGAL PUBLICATION					107.44	RES 2023-043 LEGAL NOTICE		
I 84224	RESD 2023-044 LEGAL NOTICE	AP	11/22/2023	E	11/12/2023		107.44	107.44CR	
	G/L ACCOUNT		CK: 004243				107.44		
01 509-6930	LEGAL PUBLICATION					107.44	RESD 2023-044 LEGAL NOTICE		
I 84225	RESD 2023-045 LEGAL NOTICE	AP	11/22/2023	E	11/12/2023		107.44	107.44CR	
	G/L ACCOUNT		CK: 004243				107.44		
01 509-6930	LEGAL PUBLICATION					107.44	RESD 2023-045 LEGAL NOTICE		
I 84226	RESD 2023-046 LEGAL NOTICE	AP	11/22/2023	E	11/12/2023		101.12	101.12CR	
	G/L ACCOUNT		CK: 004243				101.12		
01 509-6930	LEGAL PUBLICATION					101.12	RESD 2023-046 LEGAL NOTICE		

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VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 84227		LEGAL NOTICE	AP	11/22/2023	E	11/16/2023	41.08	41.08CR	
		G/L ACCOUNT		CK: 004243			41.08		
	01 509-6930	LEGAL PUBLICATION				41.08	LEGAL NOTICE		
I 84228		RESD 2023-051 LEGAL NOTICE	AP	11/22/2023	E	11/17/2023	34.76	34.76CR	
		G/L ACCOUNT		CK: 004243			34.76		
	01 509-6930	LEGAL PUBLICATION				34.76	RESD 2023-051 LEGAL NOTICE		
I 84229		RESD 2023-052 LEGAL NOTICE	AP	11/22/2023	E	11/17/2023	34.76	34.76CR	
		G/L ACCOUNT		CK: 004243			34.76		
	01 509-6930	LEGAL PUBLICATION				34.76	RESD 2023-052 LEGAL NOTICE		
I 84231		LEGAL NOTICE	AP	11/22/2023	E	11/23/2023	50.56	50.56CR	
		G/L ACCOUNT		CK: 004243			50.56		
	01 509-6930	LEGAL PUBLICATION				50.56	LEGAL NOTICE		
I 84232		LEGAL NOTICE	AP	11/22/2023	E	11/23/2023	34.76	34.76CR	
		G/L ACCOUNT		CK: 004243			34.76		
	01 509-6930	LEGAL PUBLICATION				34.76	LEGAL NOTICE		
I 84327		NEEWOLLALH SECTION	AP	11/22/2023	E	11/19/2023	229.00	229.00CR	
		G/L ACCOUNT		CK: 004243			229.00		
	01 509-6930	LEGAL PUBLICATION				229.00	NEEWOLLALH SECTION		
I 84406		INVITATION TO BID LEGAL NOT	AP	11/22/2023	E	11/24/2023	107.44	107.44CR	
		G/L ACCOUNT		CK: 004243			107.44		
	01 509-6930	LEGAL PUBLICATION				107.44	INVITATION TO BID LEGAL NOTICE		
I 84407		ORD 4439 LEGAL NOTICE	AP	11/22/2023	E	11/27/2023	37.92	37.92CR	
		G/L ACCOUNT		CK: 004243			37.92		
	01 509-6930	LEGAL PUBLICATION				37.92	ORD 4439 LEGAL NOTICE		
I 84408		ORD 4440 LEGAL NOTICE	AP	11/22/2023	E	11/27/2023	41.08	41.08CR	
		G/L ACCOUNT		CK: 004243			41.08		
	01 509-6930	LEGAL PUBLICATION				41.08	ORD 4440 LEGAL NOTICE		
I 84409		ORD 4441 LEGAL NOTICE	AP	11/22/2023	E	11/27/2023	44.24	44.24CR	
		G/L ACCOUNT		CK: 004243			44.24		
	01 509-6930	LEGAL PUBLICATION				44.24	ORD 4441 LEGAL NOTICE		
I 84410		TREASURER BUDGET LEGAL NOTI	AP	11/22/2023	E	11/30/2023	208.56	208.56CR	
		G/L ACCOUNT		CK: 004243			208.56		
	01 509-6930	LEGAL PUBLICATION				208.56	TREASURER BUDGET LEGAL NOTICE		
I 84425		MULTIPLE POSITIONS CLASS DI	AP	11/22/2023	E	11/24/2023	193.00	193.00CR	
		G/L ACCOUNT		CK: 004243			193.00		
	01 509-6930	LEGAL PUBLICATION				193.00	MULTIPLE POSITIONS CLASS DISPL		

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I 84489		MULTIPLE POSITIONS CLASS DI AP		11/22/2023	E	11/27/2023	193.00	193.00CR	
		G/L ACCOUNT		CK: 004243			193.00		
	01 509-6930	LEGAL PUBLICATION				193.00	MULTIPLE POSITIONS CLASS DISPL		
		EFT				1	1,981.47	1,981.47CR	0.00
							1,981.47	0.00	
01-013351 KC 24 HOUR TRUCK REPAIR									
I 2243		502 REPAIRS	AP	11/22/2023	E	12/01/2023	2,812.30	2,812.30CR	
		G/L ACCOUNT		CK: 004244			2,812.30		
	01 533-6710	VEHICLE MAINTENANCE				2,812.30	502 REPAIRS		
		EFT				1	2,812.30	2,812.30CR	0.00
							2,812.30	0.00	
01-014210 THE LEAGUE OF KS MUNICIPAL									
I 8063		FALL CONF. MIKE PASSAUER	AP	11/22/2023	E	12/08/2023	240.00	240.00CR	
		G/L ACCOUNT		CK: 004245			240.00		
	01 501-6350	BUSINESS MEETINGS				240.00	FALL CONF. MIKE PASSAUER		
		EFT				1	240.00	240.00CR	0.00
							240.00	0.00	
01-019290 CRAIN MANGEMENT									
I DEC 23-COLLINS		2325 N 20TH PL #6	AP	11/22/2023	E	12/01/2023	166.00	166.00CR	
		G/L ACCOUNT		CK: 004246			166.00		
	58 501-8706	TBRA #M-21-SG-20-0150				166.00	2325 N 20TH PL #6		
I DEC 23-TURNAGE		2345 N 20TH PL #3	AP	11/22/2023	E	12/01/2023	173.00	173.00CR	
		G/L ACCOUNT		CK: 004246			173.00		
	58 501-8706	TBRA #M-21-SG-20-0150				173.00	2345 N 20TH PL #3		
		EFT				1	339.00	339.00CR	0.00
							339.00	0.00	
01-019370 AIRGAS USA LLC.									
I 9143648711		OXYGEN	AP	11/22/2023	E	12/01/2023	246.93	246.93CR	
		G/L ACCOUNT		CK: 004247			246.93		
	01 526-7610	MEDICAL SUPPLIES				246.93	OXYGEN		

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			EFT			1	246.93 246.93	246.93CR 0.00	0.00
01-021300 RESOURCE RECOVERY DIV 4392									
I 4392000008658		LANDFILL	AP	11/22/2023	E	12/15/2023	12,642.94	12,642.94CR	
		G/L ACCOUNT		CK: 004248			12,642.94		
	37	501-6810	COUNTY LANDFILL			12,642.94	LANDFILL		
			EFT			1	12,642.94 12,642.94	12,642.94CR 0.00	0.00
01-022400 SHERWIN WILLIAMS									
I 8383-8		PAINT	AP	11/22/2023	E	12/03/2023	156.46	156.46CR	
		G/L ACCOUNT		CK: 004249			156.46		
	01	547-6590	OTHER BUILDING & GROUND MAINT			156.46	PAINT		
I 8520-5		PAINT	AP	11/22/2023	E	12/07/2023	9.99	9.99CR	
		G/L ACCOUNT		CK: 004249			9.99		
	01	547-6590	OTHER BUILDING & GROUND MAINT			9.99	PAINT		
			EFT			1	166.45 166.45	166.45CR 0.00	0.00
01-026097 VOLZ WELDING AND MACHINE									
I 14133		WATER/SEWER MANHOLE COVER B	AP	11/22/2023	E	11/25/2023	964.25	964.25CR	
		G/L ACCOUNT		CK: 004250			964.25		
	33	565-7750	MAINS & OTHER LINES			964.25	WATER/SEWER MANHOLE COVER BASE		
			EFT			1	964.25 964.25	964.25CR 0.00	0.00
01-027130 WATER TECH, INC.									
I 135762		POTASSIUM PERMANGANATE	AP	11/22/2023	E	12/17/2023	11,167.20	11,167.20CR	
		G/L ACCOUNT		CK: 004251			11,167.20		
	33	561-7630	CHEMICALS			11,167.20	POTASSIUM PERMANGANATE		
			EFT			1	11,167.20 11,167.20	11,167.20CR 0.00	0.00

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01-030090 DAVID J. COWAN									
I	202311174470	3 FANS CITY HALL WATER LEAK AP		11/22/2023	E	12/13/2023	76.77	76.77CR	
		G/L ACCOUNT		CK: 004294			76.77		
	01 504-7180	OTHER BUILDING SUPPLIES				76.77	3 FANS CITY HALL WATER LEAK		
			EFT			1	76.77	76.77CR	0.00
							76.77	0.00	

01-032078 CPR PEST MANAGEMENT, INC.									
I	40041	DRAIN FLY SVC CALL TEMP CIT AP		11/22/2023	E	11/09/2023	85.00	85.00CR	
		G/L ACCOUNT		CK: 004252			85.00		
	01 548-6490	OTHER PROFESSIONAL SERVICES				85.00	DRAIN FLY SVC CALL TEMP CITY H		
I	40100	MONTHLY PEST CONTROL AWOL AP		11/22/2023	E	11/14/2023	27.50	27.50CR	
		G/L ACCOUNT		CK: 004252			27.50		
	01 509-6802	A.W.O.L.				27.50	MONTHLY PEST CONTROL AWOL		
			EFT			1	112.50	112.50CR	0.00
							112.50	0.00	

01-032168 IBT, INC.									
I	8257050	SHAWN WALLACE	AP	11/22/2023	E	8/14/2023	1,279.04	1,279.04CR	
		G/L ACCOUNT		CK: 004253			1,279.04		
	33 561-6600	PLANT MACHINERY AND EQUIPMENT				1,279.04	SHAWN WALLACE		
I	8287782	WATER TRTMENT PUMP SEAL	AP	11/22/2023	E	10/10/2023	486.53	486.53CR	
		G/L ACCOUNT		CK: 004253			486.53		
	33 561-6600	PLANT MACHINERY AND EQUIPMENT				486.53	WATER TRTMENT PUMP SEAL		
			EFT			1	1,765.57	1,765.57CR	0.00
							1,765.57	0.00	

01-032859 PACE ANALYTICAL SERVICES,									
I	2360195136	ANALYTICAL CHARGES	AP	11/22/2023	E	11/10/2023	572.90	572.90CR	
		G/L ACCOUNT		CK: 004254			572.90		
	33 564-6490	OTHER PROFESSIONAL SERVICES				572.90	ANALYTICAL CHARGES		
			EFT			1	572.90	572.90CR	0.00
							572.90	0.00	

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01-032956 TLC GROUNDSKEEPING, INC.									
I 5021		CELEBRATION PARK MAINTENANC AP		11/22/2023	E	10/30/2023	37.50	37.50CR	
		G/L ACCOUNT		CK: 004255			37.50		
	01 541-6590	OTHER BUILDING & GROUND MAINT					37.50	CELEBRATION PARK MAINTENANCE	
			EFT			1	37.50	37.50CR	0.00
							37.50	0.00	

01-033027 CINTAS CORPORATION									
I 4172374648		SAFETY/FIRST AID CHECK AP		11/22/2023	E	10/31/2023	39.58	39.58CR	
		G/L ACCOUNT		CK: 004256			39.58		
	37 501-6470	MEDICAL					39.58	SAFETY/FIRST AID CHECK	
			EFT			1	39.58	39.58CR	0.00
							39.58	0.00	

01-033119 FASTENAL COMPANY									
I KSIND59963		RR FB STAINLESS STEEL BOLTS AP		11/22/2023	E	10/18/2023	50.12	50.12CR	
		G/L ACCOUNT		CK: 004257			50.12		
	01 533-7690	OTHER OPERATIONAL SUPPLIES					50.12	RR FB STAINLESS STEEL BOLTS	
I KSIND60126		SMALL TOOLS AP		11/22/2023	E	11/01/2023	66.00	66.00CR	
		G/L ACCOUNT		CK: 004257			66.00		
	33 564-7490	OTHER SMALL TOOLS & EQUIPMENT					66.00	FASTENAL COMPANY	
I KSIND60174		RR FB BOLTS AP		11/22/2023	E	11/07/2023	4.28	4.28CR	
		G/L ACCOUNT		CK: 004257			4.28		
	01 533-7690	OTHER OPERATIONAL SUPPLIES					4.28	RR FB BOLTS	
I KSIND60178		RR FB BOLTS AP		11/22/2023	E	11/07/2023	8.84	8.84CR	
		G/L ACCOUNT		CK: 004257			8.84		
	01 533-7690	OTHER OPERATIONAL SUPPLIES					8.84	RR FB BOLTS	
			EFT			1	129.24	129.24CR	0.00
							129.24	0.00	

01-033568 GALAXIE BUSINESS									
I 144141		SUBSCRIPTION RENEWAL AP		11/22/2023	E	10/09/2023	195.00	195.00CR	
		G/L ACCOUNT		CK: 004258			195.00		
	01 509-6493	GALAXIE BUSINESS					195.00	SUBSCRIPTION RENEWAL	

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I 144155-MONTHLY		MONTHLY ANTI VIRUS FEES	AP	11/22/2023	E	10/09/2023	4,789.65	4,789.65CR	
		G/L ACCOUNT		CK: 004258			4,789.65		
	01	521-6490	OTHER PROFESSIONAL SERVICES			65.70	ANTI-VIRUS BUSN EDITION PD		
	01	526-6490	OTHER PROFESSIONAL SERVICES			175.20	ANTI-VIRUS BUSN EDITION FD		
	01	521-6490	OTHER PROFESSIONAL SERVICES			29.10	ANTI-VIRUS BUSN EDITION PD		
	01	509-6493	GALAXIE BUSINESS			14.55	ANTI-VIRUS BUSN EDITION CITY		
	01	521-6490	OTHER PROFESSIONAL SERVICES			500.00	VEEAM CLOUDCONNECT PD SHARE		
	01	509-6493	GALAXIE BUSINESS			265.00	VEEAM CLOUDCONNECT CITY SHARE		
	01	509-6493	GALAXIE BUSINESS			100.00	1 TIME VEEAM SLOUDCONNECT OVER		
	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			67.50	SONICWALL TZ300W SECAAS		
	01	509-6493	GALAXIE BUSINESS			19.25	SONICWALL SONICPOINT N2 W/POE		
	01	509-6493	GALAXIE BUSINESS			67.00	SONICWALL CAPTURE ADVANCED		
	01	509-6493	GALAXIE BUSINESS			1,148.40	OFFICE 365 BUSN PREMIUM		
	01	509-6493	GALAXIE BUSINESS			411.40	OFFICE 365 EXCHANGE ONLINE		
	01	509-6493	GALAXIE BUSINESS			227.70	OFFICE 365 BUSN ESSENTIALS		
	53	501-6490	OTHER PROFESSIONAL SERVICES			19.80	OFFICE 365 BUSN PREMIUM		
	53	501-6490	OTHER PROFESSIONAL SERVICES			30.25	OFFICE 365 EXCHANGE ONLINE		
	01	509-6493	GALAXIE BUSINESS			94.55	OFFICE 365 ENCRYPTION		
	01	509-6493	GALAXIE BUSINESS			36.50	AUDIO CONFERENCING		
	01	509-6493	GALAXIE BUSINESS			176.00	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			70.40	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			56.10	MICROSOFT 365 E3		
	01	509-6493	GALAXIE BUSINESS			52.25	M365 BACKUP POWERED BY VEEAM		
	01	509-6493	GALAXIE BUSINESS			130.00	ACRONIS ONLINE BACK UP W/50GB		
	01	509-6493	GALAXIE BUSINESS			0.00	OVERAGE ON CLOUD CONNECT BU		
I 144155-MONTHLY 2		PD/DISPATCH MONTHLY ANTI-VI	AP	11/22/2023	E	10/09/2023	207.50	207.50CR	
		G/L ACCOUNT		CK: 004258			207.50		
	08	501-8690	PROJECT COST			25.55	ANTI-VIRUS BUSN EDITION		
	08	501-8690	PROJECT COST			4.85	ANTI-VIRUS BUSN EDITION SERVER		
	08	501-8690	PROJECT COST			75.00	VEEAM CLOUDCONNECT		
	08	501-8690	PROJECT COST			18.00	VEEAM BACKUP/REPLICATION		
	01	521-6490	OTHER PROFESSIONAL SERVICES			19.80	OFFICE 365 BUSN PREMIUM		
	01	521-6490	OTHER PROFESSIONAL SERVICES			36.30	OFFICE 365 EXCHANGE ONLINE		
	01	521-6490	OTHER PROFESSIONAL SERVICES			18.00	OFFICE 365 ENCRYPTION		
	01	521-6490	OTHER PROFESSIONAL SERVICES			10.00	REMOTE WORKFORCE CONNECT		

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		01 521-6490	OTHER PROFESSIONAL SERVICES			0.00	OVERAGE ON CLOUDCONNECT BU		
I 144268		COURTROOM CHAIRS	AP	11/22/2023	E	10/25/2023	1,993.50	1,993.50CR	
		G/L ACCOUNT		CK: 004258			1,993.50		
	14	501-8692	CITY HALL / FIRE-EMS PROJECT			1,993.50	COURTROOM CHAIRS		
I CW-11834		IPD SAN NETWORK SETUP	AP	11/22/2023	E	10/02/2023	562.50	562.50CR	
		G/L ACCOUNT		CK: 004258			562.50		
	01	521-6490	OTHER PROFESSIONAL SERVICES			562.50	IPD SAN NETWORK SETUP		
I CW-11835		IPD BACKUP	AP	11/22/2023	E	10/02/2023	562.50	562.50CR	
		G/L ACCOUNT		CK: 004258			562.50		
	01	521-6490	OTHER PROFESSIONAL SERVICES			562.50	IPD BACKUP		
I CW-11841		WORKFLOW FIXES	AP	11/22/2023	E	10/11/2023	180.00	180.00CR	
		G/L ACCOUNT		CK: 004258			180.00		
	01	509-6493	GALAXIE BUSINESS			180.00	WORKFLOW FIXES		
I CW-11845		CODE ENFORCEMENT PROCESS RE	AP	11/22/2023	E	10/16/2023	832.50	832.50CR	
		G/L ACCOUNT		CK: 004258			832.50		
	01	509-6493	GALAXIE BUSINESS			832.50	CODE ENFORCEMENT PROCESS REVIS		
I CW-11854		IPD RECORDS SUPPORT REQUEST	AP	11/22/2023	E	10/26/2023	225.00	225.00CR	
		G/L ACCOUNT		CK: 004258			225.00		
	01	521-6490	OTHER PROFESSIONAL SERVICES			225.00	IPD RECORDS SUPPORT REQUEST		
I CW-11858		COWAN PASSWORD RESET	AP	11/22/2023	E	10/26/2023	22.50	22.50CR	
		G/L ACCOUNT		CK: 004258			22.50		
	01	501-6490	OTHER PROFESSIONAL SERVICES			22.50	COWAN PASSWORD RESET		
							EFT		
							1	9,570.65	9,570.65CR
								9,570.65	0.00
01-033671 COFFEYVILLE FEED & FARM SUP									
I 202311174468		ANIMAL GRAIN	AP	11/22/2023	E	11/07/2023	2,056.50	2,056.50CR	
		G/L ACCOUNT		CK: 004259			2,056.50		
	01	542-7600	ANIMAL FEED			2,056.50	ANIMAL GRAIN		
							EFT		
							1	2,056.50	2,056.50CR
								2,056.50	0.00

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01-034298 MID-AMERICAN RESEARCH									
I 0803864-IN		SHOP SUPPLIES	AP	11/22/2023	E	10/26/2023	922.71	922.71CR	
		G/L ACCOUNT		CK: 004260			922.71		
	33 562-7690	OTHER OPERATIONAL SUPPLIES				922.71	SHOP SUPPLIES		
I 0803866-IN		BLDG & EQUIPT SUPPLIES	AP	11/22/2023	E	10/26/2023	1,122.01	1,122.01CR	
		G/L ACCOUNT		CK: 004260			1,122.01		
	01 541-7690	OTHER OPERATIONAL SUPPLIES				561.00	BLDG & EQUIPT SUPPLIES		
	01 542-7690	OTHER OPERATIONAL SUPPLIES				561.01	BLDG & EQUIPT SUPPLIES		
I 08103865-IN		SAND & SILT FLUSH, TOUGH TA	AP	11/22/2023	E	10/26/2023	1,345.40	1,345.40CR	
		G/L ACCOUNT		CK: 004260			1,345.40		
	01 533-7630	CHEMICALS				1,345.40	SAND & SILT FLUSH, TOUGH TAC		
		EFT				1	3,390.12	3,390.12CR	0.00
							3,390.12	0.00	

01-034515 TIDY WHITIE'S LAUNDROMAT									
I 3379		WASH AND FOLD WATER TREATME	AP	11/22/2023	E	11/16/2023	22.50	22.50CR	
		G/L ACCOUNT		CK: 004261			22.50		
	33 561-6490	OTHER PROFESSIONAL SERVICES				22.50	WASH AND FOLD WATER TREATMENT		
		EFT				1	22.50	22.50CR	0.00
							22.50	0.00	

01-034744 WOODS LUMBER COMPANY									
I 535627		BARRICADE BOARDS	AP	11/22/2023	E	10/20/2023	49.48	49.48CR	
		G/L ACCOUNT		CK: 004262			49.48		
	01 533-7540	LUMBER				49.48	BARRICADE BOARDS		
I 536142		BARRICADE LUMBER	AP	11/22/2023	E	10/25/2023	96.81	96.81CR	
		G/L ACCOUNT		CK: 004262			96.81		
	01 533-7540	LUMBER				96.81	BARRICADE LUMBER		
I 536207		BROOM'S FOR NEEWALLAH	AP	11/22/2023	E	10/26/2023	91.97	91.97CR	
		G/L ACCOUNT		CK: 004262			91.97		
	33 562-7490	OTHER SMALL TOOLS & EQUIPMENT				91.97	BROOM'S FOR NEEWALLAH		
I 536492		SCREWS	AP	11/22/2023	E	10/30/2023	135.93	135.93CR	
		G/L ACCOUNT		CK: 004262			135.93		
	01 533-7690	OTHER OPERATIONAL SUPPLIES				135.93	SCREWS		
I 536662		SOCET ADAPTER SET	AP	11/22/2023	E	10/31/2023	13.49	13.49CR	
		G/L ACCOUNT		CK: 004262			13.49		
	01 533-7490	OTHER SMALL TOOLS & EQUIPMENT				13.49	SOCET ADAPTER SET		

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I 537582		EXHIBIT MATERIAL	AP	11/22/2023	E	11/06/2023	41.79	41.79CR	
		G/L ACCOUNT		CK: 004262			41.79		
	01 542-7180	OTHER BUILDING SUPPLIES				41.79	EXHIBIT MATERIAL		
I 537613		IMPACT SET/BOLTS/BITS/SCREW	AP	11/22/2023	E	11/07/2023	32.67	32.67CR	
		G/L ACCOUNT		CK: 004262			32.67		
	01 526-6710	VEHICLE MAINTENANCE				32.67	IMPACT SET/BOLTS/BITS/SCREWS		
I 537817		HYDRANT REPAIR	AP	11/22/2023	E	11/08/2023	69.99	69.99CR	
		G/L ACCOUNT		CK: 004262			69.99		
	01 541-7190	OTHER GROUND SUPPLIES				69.99	HYDRANT REPAIR		
		EFT				1	532.13	532.13CR	0.00
							532.13	0.00	

01-034882 CHRISTOPHER DAVID MITCHELL									
I DEC 23-BOYD		917 E HILL	AP	11/22/2023	E	12/01/2023	525.00	525.00CR	
		G/L ACCOUNT		CK: 004263			525.00		
	58 501-8706	TBRA #M-21-SG-20-0150				525.00	917 E HILL		
		EFT				1	525.00	525.00CR	0.00
							525.00	0.00	

01-035070 D & F SERVICES, LLC									
I 6525		CHLORINE DIOXIDE SERVICE VI	AP	11/22/2023	E	10/31/2023	800.00	800.00CR	
		G/L ACCOUNT		CK: 004264			800.00		
	33 561-7630	CHEMICALS				800.00	CHLORINE DIOXIDE SERVICE VISIT		
		EFT				1	800.00	800.00CR	0.00
							800.00	0.00	

01-035115 EXPRESS SERVICES, INC.									
I 29859210-STATEMENT	EXPRESS EMPLOYMENT		AP	11/22/2023	E	11/01/2023	9,966.99	9,966.99CR	
	G/L ACCOUNT			CK: 004265			9,966.99		
	37 501-5011	EXPRESS EMPLOYMENT				1,921.00	GENERAL LABOR SANITAITON		
	33 562-5011	EXPRESS EMPLOYMENT				2,178.89	WATER/SEWER		
	01 545-5011	EXPRESS EMPLOYMENT				1,455.84	GENERAL LABOR CEMETERY		
	01 533-5011	EXPRESS EMPLOYMENT				1,339.75	GENERAL LABOR STREET		
	33 564-5011	EXPRESS EMPLOYMENT				1,097.03	GENERAL LABOR- WWTP		
	37 501-5011	EXPRESS EMPLOYMENT				0.00	SANITATION CDL DRIVER		
	01 533-5011	EXPRESS EMPLOYMENT				989.20	STREET DEPT CDL DRIVER		

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	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			904.40	WATER/SEWER CDL DRIVER		
	01	533-5011	EXPRESS EMPLOYMENT			80.88	GENERAL LABOR- BRUSH DUMP		
I 29886978-STATEMENT	EXPRESS EMPLOYMENT	AP	11/22/2023	E	11/01/2023	8,528.94	8,528.94CR		
	G/L ACCOUNT	CK: 004265				8,528.94			
	37	501-5011	EXPRESS EMPLOYMENT			1,167.73	GENERAL LABOR SANITAITON		
	33	562-5011	EXPRESS EMPLOYMENT			2,355.90	WATER/SEWER		
	01	545-5011	EXPRESS EMPLOYMENT			1,617.60	GENERAL LABOR CEMETERY		
	01	533-5011	EXPRESS EMPLOYMENT			788.58	GENERAL LABOR STREET		
	33	564-5011	EXPRESS EMPLOYMENT			626.82	GENERAL LABOR- WWTP		
	37	501-5011	EXPRESS EMPLOYMENT			0.00	SANITATION CDL DRIVER		
	01	533-5011	EXPRESS EMPLOYMENT			825.27	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			904.40	WATER/SEWER CDL DRIVER		
	01	533-5011	EXPRESS EMPLOYMENT			242.64	GENERAL LABOR- BRUSH DUMP		
I 29917841-STATEMENT	EXPRESS EMPLOYMENT	AP	11/22/2023	E	11/01/2023	8,187.64	8,187.64CR		
	G/L ACCOUNT	CK: 004265				8,187.64			
	37	501-5011	EXPRESS EMPLOYMENT			2,413.82	GENERAL LABOR SANITAITON		
	33	562-5011	EXPRESS EMPLOYMENT			1,506.42	WATER/SEWER		
	01	545-5011	EXPRESS EMPLOYMENT			1,233.42	GENERAL LABOR CEMETERY		
	01	533-5011	EXPRESS EMPLOYMENT			727.92	GENERAL LABOR STREET		
	33	564-5011	EXPRESS EMPLOYMENT			647.04	GENERAL LABOR- WWTP		
	37	501-5011	EXPRESS EMPLOYMENT			0.00	SANITATION CDL DRIVER		
	01	533-5011	EXPRESS EMPLOYMENT			723.52	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			935.50	WATER/SEWER CDL DRIVER		
	01	533-5011	EXPRESS EMPLOYMENT			0.00	GENERAL LABOR- BRUSH DUMP		
		EFT			1	26,683.57	26,683.57CR		0.00
						26,683.57	0.00		
01-035618 KANSASLAND TIRE INC OF HAYS									
I 80311	UNIT 605 TIRES	AP	11/22/2023	E	9/06/2023	742.04	742.04CR		
	G/L ACCOUNT	CK: 004266				742.04			
	37 501-7220	TIRES				742.04	UNIT 605 TIRES		
I 82845	520 TIRES	AP	11/22/2023	E	10/13/2023	855.96	855.96CR		
	G/L ACCOUNT	CK: 004266				855.96			
	01 533-7220	TIRES				855.96	520 TIRES		

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I 82846		UNIT 603 TIRES	AP	11/22/2023	E	10/13/2023	2,987.84	2,987.84CR	
		G/L ACCOUNT		CK: 004266			2,987.84		
	37	501-7220	TIRES			2,987.84	UNIT 603 TIRES		
I 83171		UNIT 604 TIRES	AP	11/22/2023	E	10/18/2023	811.22	811.22CR	
		G/L ACCOUNT		CK: 004266			811.22		
	37	501-7220	TIRES			811.22	UNIT 604 TIRES		
			EFT			1	5,397.06	5,397.06CR	0.00
							5,397.06	0.00	

01-035677 INDEPENDENCE ROTARY CLUB									
I INV Q2 & Q3 2023		Q2 & Q3 2023 DUES	AP	11/22/2023	E	11/20/2023	439.00	439.00CR	
		G/L ACCOUNT		CK: 004267			439.00		
	01	526-6300	MEMBERSHIP DUES			439.00	Q2 & Q3 2023 DUES		
I Q2 & Q3 2023		MEMBERSHIP DUES LACEY	AP	11/22/2023	E	11/17/2023	439.00	439.00CR	
		G/L ACCOUNT		CK: 004267			439.00		
	01	511-6300	MEMBERSHIP DUES			439.00	MEMBERSHIP DUES, MEALS, ETC.		
I Q2 & Q3 2023 KELLY		MEMBERSHIP DUES	AP	11/22/2023	E	11/17/2023	465.00	465.00CR	
		G/L ACCOUNT		CK: 004267			465.00		
	01	501-6300	MEMBERSHIP DUES			465.00	MEMBERSHIP DUES		
			EFT			1	1,343.00	1,343.00CR	0.00
							1,343.00	0.00	

01-035721 EMERT CHUBB LLC.									
I 7696		BARTLETT PROJECT	AP	11/22/2023	E	11/01/2023	297.50	297.50CR	
		G/L ACCOUNT		CK: 004268			297.50		
	96	501-8690	OTHER PROJECT COST			297.50	BARTLETT PROJECT		
			EFT			1	297.50	297.50CR	0.00
							297.50	0.00	

01-035778 8TH & MAIN HISTORIC									
I DEC 23- ANDERSON		123 W MAIN #304	AP	11/22/2023	E	12/01/2023	992.00	992.00CR	
		G/L ACCOUNT		CK: 004269			992.00		
	58	501-8706	TBRA #M-21-SG-20-0150			992.00	123 W MAIN #304		
I DEC 23-DOWNEN		123 W MAIN #201	AP	11/22/2023	E	12/01/2023	240.00	240.00CR	
		G/L ACCOUNT		CK: 004269			240.00		
	58	501-8706	TBRA #M-21-SG-20-0150			240.00	123 W MAIN #201		

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I DEC 23-MCGREW	123 W MAIN #401	AP	11/22/2023	E	12/01/2023	300.00	300.00	CR	
	G/L ACCOUNT		CK: 004269			300.00			
58	501-8706	TBRA #M-21-SG-20-0150			300.00	123 W MAIN #401			
I DEC 23-POWERS	123 W MAIN #205	AP	11/22/2023	E	12/01/2023	335.00	335.00	CR	
	G/L ACCOUNT		CK: 004269			335.00			
58	501-8706	TBRA #M-21-SG-20-0150			335.00	123 W MAIN #205			
		EFT			1	1,867.00	1,867.00	CR	0.00
						1,867.00	0.00		

01-035799 OMNI BILLING									
I 10312023	EMS FEES	AP	11/22/2023	E	11/01/2023	5,168.62	5,168.62	CR	
	G/L ACCOUNT		CK: 004270			5,168.62			
01	526-6491	OMNI BILLING			5,168.62	EMS FEES			
		EFT			1	5,168.62	5,168.62	CR	0.00
						5,168.62	0.00		

01-036611 DESIGN MECHANICAL, INC.									
I 546847	QTRTRY SVC AGREEMENT	INSPEC AP	11/22/2023	E	11/01/2023	1,311.00	1,311.00	CR	
	G/L ACCOUNT		CK: 004271			1,311.00			
01	548-6490	OTHER PROFESSIONAL SERVICES			1,311.00	QTRTRY SVC AGREEMENT INSPECTIO			
		EFT			1	1,311.00	1,311.00	CR	0.00
						1,311.00	0.00		

01-036790 LIFE-ASSIST, INC									
I 1379753	AMBU BLUE SENSOR ELECTRODE	AP	11/22/2023	E	11/10/2023	691.76	691.76	CR	
	G/L ACCOUNT		CK: 004272			691.76			
01	526-7610	MEDICAL SUPPLIES			691.76	AMBU BLUE SENSOR ELECTRODE			
I 1380439	AMBULANCE SUPPLIES	AP	11/22/2023	E	11/14/2023	280.84	280.84	CR	
	G/L ACCOUNT		CK: 004272			280.84			
01	526-7610	MEDICAL SUPPLIES			280.84	AMBULANCE SUPPLIES			
I 1380440	SUPPLIES	AP	11/22/2023	E	11/14/2023	304.13	304.13	CR	
	G/L ACCOUNT		CK: 004272			304.13			
01	526-7610	MEDICAL SUPPLIES			304.13	SUPPLIES			
		EFT			1	1,276.73	1,276.73	CR	0.00
						1,276.73	0.00		

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01-036822 COPY PRODUCTS INC									
I 482510		COPY MACHINE RENTAL	AP	11/22/2023	E	11/10/2023	396.49	396.49CR	
		G/L ACCOUNT		CK: 004273			396.49		
	01 509-6490	OTHER PROFESSIONAL SERVICES				396.49	COPY MACHINE RENTAL		
			EFT			1	396.49	396.49CR	0.00
							396.49	0.00	
01-036893 MARTIN ESTATES LLC									
I DEC 23-HARDY		807 LANDON	AP	11/22/2023	E	12/01/2023	388.00	388.00CR	
		G/L ACCOUNT		CK: 004274			388.00		
	58 501-8706	TBRA #M-21-SG-20-0150				388.00	807 LANDON		
			EFT			1	388.00	388.00CR	0.00
							388.00	0.00	
01-036925 FOLEY INDUSTRIES INC.									
I SS310042523		ANN. INSP.& SVC. GENERATOR	AP	11/22/2023	E	10/27/2023	2,450.65	2,450.65CR	
		G/L ACCOUNT		CK: 004275			2,450.65		
	33 561-7140	ELECTRICAL SYSTEM PARTS				2,450.65	ANN. INSP.& SVC. GENERATOR SET		
			EFT			1	2,450.65	2,450.65CR	0.00
							2,450.65	0.00	
01-036981 MONTGOMERY COUNTY RWD #2									
I OCT 2023		METER READINGS	AP	11/22/2023	E	11/01/2023	48.00	48.00CR	
		G/L ACCOUNT		CK: 004276			48.00		
	33 563-6490	OTHER PROFESSIONAL SERVICES				48.00	METER READINGS		
			EFT			1	48.00	48.00CR	0.00
							48.00	0.00	
01-037139 FLEET FUELS, LLC									
I 124083-I		PARK/ZOO	AP	11/22/2023	E	11/19/2023	825.80	825.80CR	
		G/L ACCOUNT		CK: 004277			825.80		
	01 541-7200	GASOLINE				766.80	PARK/ZOO		
	01 541-7690	OTHER OPERATIONAL SUPPLIES				59.00	PARK/ZOO		
I 88146-1		FUEL	AP	11/22/2023	E	6/02/2023	80.22	80.22CR	
		G/L ACCOUNT		CK: 004277			80.22		
	01 533-7640	DIESEL FUEL				80.22	FUEL		

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I 88216-1		FUEL	AP	11/22/2023	E	6/02/2023	98.59	98.59CR	
		G/L ACCOUNT		CK: 004277			98.59		
	37 501-7640	DIESEL FUEL				98.59	DIESEL		
I 91674		FUEL	AP	11/22/2023	E	9/17/2023	1,107.76	1,107.76CR	
		G/L ACCOUNT		CK: 004277			1,107.76		
	01 526-7200	GASOLINE				642.52	GASOLINE		
	01 526-7640	DIESEL FUEL				465.24	DIESEL		
I 92589		FUEL	AP	11/22/2023	E	10/08/2023	294.08	294.08CR	
		G/L ACCOUNT		CK: 004277			294.08		
	01 521-7200	GASOLINE				294.08	GASOLINE		
I 92590		FUEL	AP	11/22/2023	E	10/08/2023	977.90	977.90CR	
		G/L ACCOUNT		CK: 004277			977.90		
	37 501-7640	DIESEL FUEL				977.90	DIESEL		
I 92834		FUEL	AP	11/22/2023	E	10/08/2023	267.55	267.55CR	
		G/L ACCOUNT		CK: 004277			267.55		
	01 533-7640	DIESEL FUEL				267.55	DIESEL		
I 92841		FUEL	AP	11/22/2023	E	10/08/2023	75.54	75.54CR	
		G/L ACCOUNT		CK: 004277			75.54		
	53 501-7200	GASOLINE				75.54	GASOLINE		
I 92847		FUEL	AP	11/22/2023	E	10/08/2023	92.35	92.35CR	
		G/L ACCOUNT		CK: 004277			92.35		
	33 562-7640	DIESEL FUEL				92.35	DIESEL		
I 92853		FUEL	AP	11/22/2023	E	10/08/2023	295.15	295.15CR	
		G/L ACCOUNT		CK: 004277			295.15		
	33 562-7200	GASOLINE				145.64	GASOLINE		
	33 562-7640	DIESEL FUEL				149.51	DIESEL		
I 92865		FUEL	AP	11/22/2023	E	10/08/2023	511.74	511.74CR	
		G/L ACCOUNT		CK: 004277			511.74		
	01 526-7200	GASOLINE				334.83	GASOLINE		
	01 526-7640	DIESEL FUEL				176.91	DIESEL		
I 92867		FUEL	AP	11/22/2023	E	10/08/2023	172.52	172.52CR	
		G/L ACCOUNT		CK: 004277			172.52		
	33 563-7200	GASOLINE				172.52	FUEL		
I 94730		FUEL	AP	11/22/2023	E	11/12/2023	341.55	341.55CR	
		G/L ACCOUNT		CK: 004277			341.55		
	01 521-7200	GASOLINE				341.55	FUEL		
I 94731		FUEL	AP	11/22/2023	E	11/12/2023	935.22	935.22CR	
		G/L ACCOUNT		CK: 004277			935.22		
	01 526-7200	GASOLINE				449.23	GASOLINE		

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		01 526-7640	DIESEL FUEL			485.99	DIESEL		
I 94735		FUEL	AP	11/22/2023	E	11/12/2023	250.42	250.42CR	
		G/L ACCOUNT		CK: 004277			250.42		
	33	562-7640	DIESEL FUEL			250.42	DIESEL		
I 94738		FUEL	AP	11/22/2023	E	11/12/2023	59.45	59.45CR	
		G/L ACCOUNT		CK: 004277			59.45		
	53	501-7200	GASOLINE			59.45	GASOLINE		
I 94743		FUEL	AP	11/22/2023	E	11/12/2023	172.23	172.23CR	
		G/L ACCOUNT		CK: 004277			172.23		
	33	563-7200	GASOLINE			172.23	GASOLINE		
I 94744		FUEL	AP	11/22/2023	E	11/12/2023	1,169.50	1,169.50CR	
		G/L ACCOUNT		CK: 004277			1,169.50		
	37	501-7640	DIESEL FUEL			1,169.50	DIESEL		
I 94745		FUEL	AP	11/22/2023	E	11/12/2023	335.67	335.67CR	
		G/L ACCOUNT		CK: 004277			335.67		
	33	562-7200	GASOLINE			170.45	GASOLINE		
	33	562-7640	DIESEL FUEL			165.22	DIESEL		
I 94747		FUEL	AP	11/22/2023	E	11/12/2023	60.56	60.56CR	
		G/L ACCOUNT		CK: 004277			60.56		
	33	564-7200	GASOLINE			60.56	GASOLINE		
I 94877		FUEL	AP	11/22/2023	E	11/12/2023	83.33	83.33CR	
		G/L ACCOUNT		CK: 004277			83.33		
	01	522-7200	GASOLINE			83.33	GASOLINE		
I 94878		FUEL	AP	11/22/2023	E	11/12/2023	641.96	641.96CR	
		G/L ACCOUNT		CK: 004277			641.96		
	01	533-7200	GASOLINE			48.17	GASOLINE		
	01	533-7640	DIESEL FUEL			593.79	DIESEL		
I 94883		FUEL	AP	11/22/2023	E	11/12/2023	82.05	82.05CR	
		G/L ACCOUNT		CK: 004277			82.05		
	01	541-7640	DIESEL FUEL			82.05	DIESEL		
I 94907		FUEL	AP	11/22/2023	E	11/12/2023	75.40	75.40CR	
		G/L ACCOUNT		CK: 004277			75.40		
	33	561-7200	GASOLINE			43.30	GASOLINE		
	33	561-7640	DIESEL FUEL			32.10	DIESEL		
I 95249		SANITATION	AP	11/22/2023	E	11/19/2023	1,163.37	1,163.37CR	
		G/L ACCOUNT		CK: 004277			1,163.37		
	37	501-7640	DIESEL FUEL			1,191.37	SANITATION		

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	37	501-7640	DIESEL FUEL				28.00	CREARLY PAYMENT DISCOUNT	
I 95253		WATER DISTRIBUTION	AP	11/22/2023	E	11/19/2023	304.88	304.88	CR
		G/L ACCOUNT		CK: 004277			304.88		
	33	562-7200	GASOLINE				159.78	WATER DISTRIBUTION	
	33	562-7640	DIESEL FUEL				153.99	WATER DISTRIBUTION	
	33	562-7200	GASOLINE				8.89	CREARLY PAYMENT DISCOUNT	
I 95255		STREET	AP	11/22/2023	E	11/19/2023	378.76	378.76	CR
		G/L ACCOUNT		CK: 004277			378.76		
	01	533-7200	GASOLINE				192.09	STREET	
	01	533-7640	DIESEL FUEL				197.53	STREET	
	01	533-7640	DIESEL FUEL				10.86	CREARLY PAYMENT DISCOUNT	
I 95262		PARK DEPT	AP	11/22/2023	E	11/19/2023	53.03	53.03	CR
		G/L ACCOUNT		CK: 004277			53.03		
	01	541-7200	GASOLINE				54.63	PARK DEPT	
	01	541-7200	GASOLINE				1.60	CREARLY PAYMENT DISCOUNT	
I 95272		FIRE/EMS	AP	11/22/2023	E	11/19/2023	899.06	899.06	CR
		G/L ACCOUNT		CK: 004277			899.06		
	01	526-7200	GASOLINE				459.08	FIRE/EMS	
	01	526-7640	DIESEL FUEL				466.08	FIRE/EMS	
	01	526-7640	DIESEL FUEL				26.10	CREARLY PAYMENT DISCOUNT	
I 95338		POLICE	AP	11/22/2023	E	11/19/2023	242.86	242.86	CR
		G/L ACCOUNT		CK: 004277			242.86		
	01	521-7200	GASOLINE				250.91	POLICE	
	01	521-7200	GASOLINE				8.05	CREARLY PAYMENT DISCOUNT	
I 95341		WATER/SEWER ADMIN	AP	11/22/2023	E	11/19/2023	54.08	54.08	CR
		G/L ACCOUNT		CK: 004277			54.08		
	33	563-7200	GASOLINE				55.87	WATER/SEWER ADMIN	
	33	563-7200	GASOLINE				1.79	CREARLY PAYMENT DISCOUNT	
I 95403		SEWER TREATMENT	AP	11/22/2023	E	11/19/2023	87.76	87.76	CR
		G/L ACCOUNT		CK: 004277			87.76		
	33	564-7200	GASOLINE				90.67	SEWER TREATMENT	
	33	564-7200	GASOLINE				2.91	CREARLY PAYMENT DISCOUNT	
I 95406		CODE ENFORCEMENT	AP	11/22/2023	E	11/19/2023	66.15	66.15	CR
		G/L ACCOUNT		CK: 004277			66.15		
	01	527-7200	GASOLINE				68.34	CODE ENFORCEMENT	
	01	527-7200	GASOLINE				2.19	CREARLY PAYMENT DISCOUNT	
I 95459		PUBLIC SAFETY DIRECTOR	AP	11/22/2023	E	11/19/2023	36.58	36.58	CR
		G/L ACCOUNT		CK: 004277			36.58		
	01	526-7200	GASOLINE				37.79	PUBLIC SAFETY DIRECTOR	

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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	526-7200	GASOLINE				1.21	CREARLY PAYMENT DISCOUNT	
I 95464		ANIMAL CONTROL	AP	11/22/2023	E	11/19/2023	77.17	77.17	CR
		G/L ACCOUNT		CK: 004277			77.17		
	01	522-7200	GASOLINE				79.73	ANIMAL CONTROL	
	01	522-7200	GASOLINE				2.56	CREARLY PAYMENT DISCOUNT	
I 95518		SEWER COLLECTION	AP	11/22/2023	E	11/19/2023	117.02	117.02	CR
		G/L ACCOUNT		CK: 004277			117.02		
	33	562-7640	DIESEL FUEL				119.98	SEWER COLLECTION	
	33	562-7640	DIESEL FUEL				2.96	CREARLY PAYMENT DISCOUNT	
			EFT			1	12,487.26	12,487.26	CR
							12,487.26	0.00	0.00
01-037194 J GRAHAM CONSTRUCTION INC.									
I 1688		PATCHES	AP	11/22/2023	E	11/06/2023	17,415.90	17,415.90	CR
		G/L ACCOUNT		CK: 004278			17,415.90		
	33	562-7750	MAINS & OTHER LINES				16,716.60	PATCHES	
	22	501-8692	CURRENT YEAR CITY PROJECTS				699.30	PATCHES	
			EFT			1	17,415.90	17,415.90	CR
							17,415.90	0.00	0.00
01-037217 MALLORY SAFETY AND SUPPLY,									
I 5749248		JACKETS	AP	11/22/2023	E	10/26/2023	340.00	340.00	CR
		G/L ACCOUNT		CK: 004279			340.00		
	01	521-7900	UNIFORMS				340.00	JACKETS	
I 5749267		JACKETS	AP	11/22/2023	E	10/26/2023	425.00	425.00	CR
		G/L ACCOUNT		CK: 004279			425.00		
	01	521-7900	UNIFORMS				425.00	JACKETS	
I 5759395		JACKETS	AP	11/22/2023	E	11/07/2023	377.27	377.27	CR
		G/L ACCOUNT		CK: 004279			377.27		
	01	521-7900	UNIFORMS				377.27	JACKETS	
			EFT			1	1,142.27	1,142.27	CR
							1,142.27	0.00	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
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01-037258 WASHINGTON HISTORIC RESIDEN

I DEC 23-MERRITT	300 E MYRTLE #111	AP	11/22/2023	E	12/01/2023	260.00	260.00CR	
	G/L ACCOUNT		CK: 004280			260.00		
	58 501-8706	TBRA #M-21-SG-20-0150				260.00	300 E MYRTLE #111	
		EFT			1	260.00	260.00CR	0.00
						260.00	0.00	

01-037261 A-7 AUSTIN, LLC

I 43102	1095-C TAX FORMS	AP	11/22/2023	E	11/20/2023	125.78	125.78CR	
	G/L ACCOUNT		CK: 004281			125.78		
	01 511-7090	MISC OFFICE SUPPLIES				125.78	1095-C TAX FORMS	
		EFT			1	125.78	125.78CR	0.00
						125.78	0.00	

01-037388 EVERGY KANSAS SOUTH, INC.

I PD-003068	1021 N 5TH ALLEY POWER POLE	AP	11/22/2023	E	10/11/2023	4,787.92	4,787.92CR	
	G/L ACCOUNT		CK: 004282			4,787.92		
	01 533-6940	MISC CONTRACT LABOR				4,787.92	1021 N 5TH ALLEY POWER POLE RE	
		EFT			1	4,787.92	4,787.92CR	0.00
						4,787.92	0.00	

01-037408 LET'S TALK LOCKS

I 1039	SVC CALL MAINT.COMB. LOCK	AP	11/22/2023	E	11/07/2023	75.00	75.00CR	
	G/L ACCOUNT		CK: 004283			75.00		
	31 501-6590	OTHER BUILDING & GROUND MAINT				75.00	SVC CALL MAINT.COMB. LOCK	
		EFT			1	75.00	75.00CR	0.00
						75.00	0.00	

01-037481 SETH LLOYD

I 202311204474	SNOW TRAINING	AP	11/22/2023	E	11/06/2023	61.12	61.12CR	
	G/L ACCOUNT		CK: 004284			61.12		
	01 521-6340	SEMINARS & CONVENTIONS				61.12	SNOW TRAINING	
		EFT			1	61.12	61.12CR	0.00
						61.12	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

01-037497 CRAFTCO, INC.									
I	9403065993	CRACK SEAL MACHINE REPAIRS	AP	11/22/2023	E	10/31/2023	900.00	900.00CR	
		G/L ACCOUNT		CK: 004285			900.00		
	01	533-6720				900.00	CRACK SEAL MACHINE REPAIRS		
				EFT		1	900.00	900.00CR	0.00
							900.00	0.00	

01-037544 DURAMAX HOLDINGS LLC.									
I	INV-50789	95G MIL TRASH	AP	11/22/2023	E	11/14/2023	12,893.86	12,893.86CR	
		G/L ACCOUNT		CK: 004286			12,893.86		
	37	501-8693				12,893.86	95G MIL TRASH		
				EFT		1	12,893.86	12,893.86CR	0.00
							12,893.86	0.00	

01-037549 GSI ENGINEERING, LLC.									
I	000000077224	CITY HALL RENOVATION	AP	11/22/2023	E	11/14/2023	16,932.01	16,932.01CR	
		G/L ACCOUNT		CK: 004287			16,932.01		
	14	501-8692				11,137.75	CONCRETE TECHNICIAN		
	14	501-8692				1,170.13	SOIL TECHNICIAN		
	14	501-8692				632.50	MASONRY INSPECTION		
	14	501-8692				520.38	NDT TECHNICIAN		
	14	501-8692				980.00	LABORATORY TESTING		
	14	501-8692				736.25	PROJECT MANAGEMENT		
	14	501-8692				1,755.00	PROFESSIONAL ENGINEERING SERV		
				EFT		1	16,932.01	16,932.01CR	0.00
							16,932.01	0.00	

01-037571 DATAPILOT, INC.									
I	00005717	RENEWAL OF DP DESKTOP	AP	11/22/2023	E	11/16/2023	1,995.00	1,995.00CR	
		G/L ACCOUNT		CK: 004288			1,995.00		
	79	501-8690				1,995.00	RENEWAL OF DP DESKTOP		
				EFT		1	1,995.00	1,995.00CR	0.00
							1,995.00	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

01-037661 S & J CLEANING									
I 2		CITY HALL CLEANING	AP	11/22/2023	E	11/16/2023	800.00	800.00CR	
		G/L ACCOUNT		CK: 004295			800.00		
	01	504-6492	JANITORIAL SERVICES			800.00	CITY HALL CLEANING		
			EFT			1	800.00	800.00CR	0.00
							800.00	0.00	

01-037725 TERRY HON									
I DEC 23-RAIDA		1600 HALSEY AVE	AP	11/22/2023	E	12/01/2023	422.00	422.00CR	
		G/L ACCOUNT		CK: 004289			422.00		
	58	501-8706	TBRA #M-21-SG-20-0150			422.00	1600 HALSEY AVE		
			EFT			1	422.00	422.00CR	0.00
							422.00	0.00	

01-037778 JEREME PRIOR									
I DEC 23-PERRY		210 S BURNS	AP	11/22/2023	E	12/01/2023	415.00	415.00CR	
		G/L ACCOUNT		CK: 004290			415.00		
	58	501-8706	TBRA #M-21-SG-20-0150			415.00	210 S BURNS		
			EFT			1	415.00	415.00CR	0.00
							415.00	0.00	

01-037779 VINCENT MEDINA									
I DEC 23-POWELL		1922 N 10TH	AP	11/22/2023	E	12/01/2023	342.00	342.00CR	
		G/L ACCOUNT		CK: 004291			342.00		
	58	501-8706	TBRA #M-21-SG-20-0150			342.00	1922 N 10TH		
			EFT			1	342.00	342.00CR	0.00
							342.00	0.00	

01-037780 CLEAN UNIFORM COMPANY									
I 22130501		JASON BARTON, JUSTIN COULST	AP	11/22/2023	E	11/07/2023	42.06	42.06CR	
		G/L ACCOUNT		CK: 004292			42.06		
	31	501-7900	UNIFORMS			42.06	JASON BARTON, JUSTIN COULSTON,		
			EFT			1	42.06	42.06CR	0.00
							42.06	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

01-037792 CHANCE CARGILE									
I DEC 23-BROOKS	615 W HICKORY	AP	11/22/2023	E	12/01/2023		721.00	721.00CR	
	G/L ACCOUNT		CK: 004293				721.00		
58 501-8706	TBRA #M-21-SG-20-0150					721.00	615 W HICKORY		
		EFT				1	721.00	721.00CR	0.00
							721.00	0.00	

01-037875 MATTHEW WRIGHT									
I 202311204472	215 GASOLINE	AP	11/22/2023	E	11/01/2023		50.00	50.00CR	
	G/L ACCOUNT		CK: 004296				50.00		
01 521-6340	SEMINARS & CONVENTIONS					50.00	215 GASOLINE		
I 202311204476	GASOLINE TO KLETC	AP	11/22/2023	E	11/13/2023		50.00	50.00CR	
	G/L ACCOUNT		CK: 004296				50.00		
01 521-6340	SEMINARS & CONVENTIONS					50.00	GASOLINE TO KLETC		
		EFT				1	100.00	100.00CR	0.00
							100.00	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	57,313.96CR
08	E-911 - NEW	123.40CR
14	CITY PROJECTS	18,925.51CR
22	CAPITAL RESERVE - STREET	699.30CR
31	AIRPORT	117.06CR
33	WATER/SEWER	48,901.48CR
37	SANITATION	39,436.24CR
53	HOUSING/PENN TERRACE	296.54CR
58	HOUSING/TBRA	5,279.00CR
79	LAW ENFORCEMENT TRUST	1,995.00CR
96	12" PIPELINE - BARTLETT	297.50CR
** TOTALS **		173,384.99CR

---- 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		0.00	0.00	0.00
		0.00	0.00	
EFT	58	173,384.99	173,384.99CR	0.00
		173,384.99	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS	58	173,384.99	173,384.99CR	0.00
		173,384.99	0.00	

TOTAL CHECKS TO PRINT: 0

ERRORS:

0

WARNINGS:

0

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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

01-002520 ATCO INTERNATIONAL									
I	I0620288	CHEMICALS	AP	11/22/2023	R	11/09/2023	1,219.70	1,219.70CR	
		G/L ACCOUNT		CK: 078090			1,219.70		
	01	533-7630	CHEMICALS			1,219.70	CHEMICALS		
			REG. CHECK			1	1,219.70	1,219.70CR	0.00
							1,219.70	0.00	

01-004640 CITY OF INDEP-PETTY CASH									
I	202311174469	REGISTER OF DEEDS	AP	11/22/2023	R	11/30/2023	368.00	368.00CR	
		G/L ACCOUNT		CK: 078091			368.00		
	96	501-8690	OTHER PROJECT COST			368.00	REGISTER OF DEEDS		
			REG. CHECK			1	368.00	368.00CR	0.00
							368.00	0.00	

01-004645 CITY OF INDEPENDENCE									
I	NOV 23-N13THST	N 13TH ST HOUSING WATER BIL	AP	11/22/2023	R	12/15/2023	1,364.07	1,364.07CR	
		G/L ACCOUNT		CK: 078092			1,364.07		
	49	501-6111	WATER			128.69	722 N 13TH		
	49	501-6111	WATER			98.92	710 N 13TH		
	49	501-6111	WATER			79.89	712 N 13TH		
	49	501-6111	WATER			133.64	714 N 13TH		
	49	501-6111	WATER			134.43	716 N 13TH		
	49	501-6111	WATER			116.52	718 N 13TH		
	49	501-6111	WATER			114.84	720 N 13TH		
	49	501-6111	WATER			103.55	702 N 13TH		
	49	501-6111	WATER			100.17	704 N 13TH		
	49	501-6111	WATER			127.25	706 N 13TH		
	49	501-6111	WATER			98.43	708 N 13TH		
	49	501-6111	WATER			127.74	700 N 13TH		
			REG. CHECK			1	1,364.07	1,364.07CR	0.00
							1,364.07	0.00	

01-008200 HARRY BASS ATTORNEY									
I	202311174471	REIDLE, BONE	AP	11/22/2023	R	12/14/2023	400.00	400.00CR	
		G/L ACCOUNT		CK: 078093			400.00		
	01	502-6490	OTHER PROFESSIONAL SERVICES			400.00	REIDLE, BONE		
			REG. CHECK			1	400.00	400.00CR	0.00
							400.00	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-011290 INDEPENDENCE READY MIX									
I 41996		SAND FOR SANDBAGS	AP	11/22/2023	R	11/23/2023	60.00	60.00CR	
		G/L ACCOUNT		CK: 078094			60.00		
	01 533-7520	SAND CHAT & GRAVEL				60.00	SAND FOR SANDBAGS		
				REG. CHECK		1	60.00	60.00CR	0.00
							60.00	0.00	

01-014400 LINNS AIR COOLED ENGINES LL									
I 393339		MIX OIL	AP	11/22/2023	R	11/24/2023	29.50	29.50CR	
		G/L ACCOUNT		CK: 078095			29.50		
	01 533-7690	OTHER OPERATIONAL SUPPLIES				29.50	MIX OIL		
I 393344		CHAINS	AP	11/22/2023	R	12/06/2023	67.50	67.50CR	
		G/L ACCOUNT		CK: 078095			67.50		
	01 541-7310	EQUIPMENT PARTS				67.50	CHAINS		
				REG. CHECK		1	97.00	97.00CR	0.00
							97.00	0.00	

01-015480 STEVE FAULKNER FORD									
I 69024		509 ROUGH IDLE REPAIRS	AP	11/22/2023	R	11/09/2023	5,427.27	5,427.27CR	
		G/L ACCOUNT		CK: 078096			5,427.27		
	01 533-6710	VEHICLE MAINTENANCE				5,427.27	509 ROUGH IDLE REPAIRS		
				REG. CHECK		1	5,427.27	5,427.27CR	0.00
							5,427.27	0.00	

01-016030 MONTGOMERY COUNTY									
I NOVEMBER 2023		INMATE HOUSING	AP	11/22/2023	R	12/01/2023	990.00	990.00CR	
		G/L ACCOUNT		CK: 078097			990.00		
	01 521-6970	PRISONER CARE				110.00	J. RITTMAN		
	01 521-6970	PRISONER CARE				495.00	M COOK		
	01 521-6970	PRISONER CARE				110.00	LACEY ELIAS		
	01 521-6970	PRISONER CARE				275.00	WYATT RICHARDSON		
				REG. CHECK		1	990.00	990.00CR	0.00
							990.00	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-018120 O'REILLY AUTO PARTS									
I 0154-157908		512 FUEL CAP	AP	11/22/2023	R	11/30/2023	7.23	7.23CR	
		G/L ACCOUNT		CK: 078098			7.23		
	01 533-7310	EQUIPMENT PARTS					7.23	512 FUEL CAP	
I 0154-158048		525 OIL FILTER & WATER SEPE	AP	11/22/2023	R	12/01/2023	32.84	32.84CR	
		G/L ACCOUNT		CK: 078098			32.84		
	01 533-7310	EQUIPMENT PARTS					32.84	525 OIL FILTER & WATER SEPERAT	
I 0154-158429		507 MAINTENANCE	AP	11/22/2023	R	12/03/2023	21.18	21.18CR	
		G/L ACCOUNT		CK: 078098			21.18		
	01 533-7310	EQUIPMENT PARTS					21.18	507 MAINTENANCE	
I 0154-159476		GALPBBLASTER	AP	11/22/2023	R	12/09/2023	52.99	52.99CR	
		G/L ACCOUNT		CK: 078098			52.99		
	33 561-7100	CLEANING SUPPLIES					52.99	GALPBBLASTER	
		REG. CHECK				1	114.24	114.24CR	0.00
							114.24	0.00	

01-020010 QUALITY MOTORS OF INDEPEN									
I 182709		REPLACE DRAIN PLUG	AP	11/22/2023	R	12/01/2023	5.10	5.10CR	
		G/L ACCOUNT		CK: 078099			5.10		
	01 521-6710	VEHICLE MAINTENANCE					5.10	REPLACE DRAIN PLUG	
I 230184		520 DOOR HANDLE	AP	11/22/2023	R	12/02/2023	48.07	48.07CR	
		G/L ACCOUNT		CK: 078099			48.07		
	01 533-7310	EQUIPMENT PARTS					48.07	520 DOOR HANDLE	
		REG. CHECK				1	53.17	53.17CR	0.00
							53.17	0.00	

01-022445 SIDENER ENVIRONMENTAL									
I 531602		WATER TREATMENT PLANT	AP	11/22/2023	R	10/08/2023	182.86	182.86CR	
		G/L ACCOUNT		CK: 078100			182.86		
	33 561-7700	PLANT MACHINERY & EQUIPMENT					182.86	WATER TREATMENT PLANT	
I 531617		WATER TREATMENT PLANT	AP	11/22/2023	R	10/13/2023	491.63	491.63CR	
		G/L ACCOUNT		CK: 078100			491.63		
	33 561-7700	PLANT MACHINERY & EQUIPMENT					491.63	WATER TREATMENT PLANT	
		REG. CHECK				1	674.49	674.49CR	0.00
							674.49	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-030108 INDEPENDENCE HOUSING										
I DEC 23-ALLEN	922 E COFFEYVILLE #C	AP	11/22/2023	R	12/01/2023			232.00	232.00	CR
	G/L ACCOUNT		CK: 078101					232.00		
58 501-8706	TBRA #M-21-SG-20-0150					232.00		922 E COFFEYVILLE #C		
I DEC 23-BABCOCK	916 E CEDAR #3	AP	11/22/2023	R	12/01/2023			244.00	244.00	CR
	G/L ACCOUNT		CK: 078101					244.00		
58 501-8706	TBRA #M-21-SG-20-0150					244.00		916 E CEDAR #3		
I DEC 23-BUCKLEY	704 N 13TH ST	AP	11/22/2023	R	12/01/2023			368.00	368.00	CR
	G/L ACCOUNT		CK: 078101					368.00		
58 501-8706	TBRA #M-21-SG-20-0150					368.00		704 N 13TH ST		
I DEC 23-GOODMAN	1009 E CEDAR #A	AP	11/22/2023	R	12/01/2023			213.00	213.00	CR
	G/L ACCOUNT		CK: 078101					213.00		
58 501-8706	TBRA #M-21-SG-20-0150					213.00		1009 E CEDAR #A		
I DEC 23-HARRIS	1005 E CEDAR	AP	11/22/2023	R	12/01/2023			96.00	96.00	CR
	G/L ACCOUNT		CK: 078101					96.00		
58 501-8706	TBRA #M-21-SG-20-0150					96.00		1005 E CEDAR		
I DEC 23-JAMISON	916 E CEDAR #2	AP	11/22/2023	R	12/01/2023			154.00	154.00	CR
	G/L ACCOUNT		CK: 078101					154.00		
58 501-8706	TBRA #M-21-SG-20-0150					154.00		916 E CEDAR #2		
I DEC 23-LEFFLER	1009 E CEDAR #B	AP	11/22/2023	R	12/01/2023			174.00	174.00	CR
	G/L ACCOUNT		CK: 078101					174.00		
58 501-8706	TBRA #M-21-SG-20-0150					174.00		1009 E CEDAR #B		
I DEC 23-MOJICA	706 N 13TH ST	AP	11/22/2023	R	12/01/2023			346.00	346.00	CR
	G/L ACCOUNT		CK: 078101					346.00		
58 501-8706	TBRA #M-21-SG-20-0150					346.00		706 N 13TH ST		
I DEC 23-PAULSON	915 E EDISON #3	AP	11/22/2023	R	12/01/2023			123.00	123.00	CR
	G/L ACCOUNT		CK: 078101					123.00		
58 501-8706	TBRA #M-21-SG-20-0150					123.00		915 E EDISON #3		
I DEC 23-SCHELL	923 E CEDAR #C	AP	11/22/2023	R	12/01/2023			168.00	168.00	CR
	G/L ACCOUNT		CK: 078101					168.00		
58 501-8706	TBRA #M-21-SG-20-0150					168.00		923 E CEDAR #C		
I DEC 23-TROXEL	718 N 13TH	AP	11/22/2023	R	12/01/2023			258.00	258.00	CR
	G/L ACCOUNT		CK: 078101					258.00		
58 501-8706	TBRA #M-21-SG-20-0150					258.00		718 N 13TH		
I DEC 23-YORK	923 E CEDAR #A	AP	11/22/2023	R	12/01/2023			219.00	219.00	CR
	G/L ACCOUNT		CK: 078101					219.00		
58 501-8706	TBRA #M-21-SG-20-0150					219.00		923 E CEDAR #A		

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
				REG. CHECK		1	2,595.00 2,595.00	2,595.00CR 0.00	0.00
01-032115 INDEPENDENCE COMMUNICAITO									
I 378519		CALEB RAY MYERS	AP	11/22/2023	R	9/28/2023	818.50	818.50CR	
		G/L ACCOUNT		CK: 078102			818.50		
	01 526-6390	OTHER TRAINING & REFERENCE				818.50	CALEB RAY MYERS		
				REG. CHECK		1	818.50 818.50	818.50CR 0.00	0.00
01-032234 MITCHELL ACRES, LLC.									
I 10302023		BARTLETT PROJECT	AP	11/22/2023	R	10/30/2023	3,024.00	3,024.00CR	
		G/L ACCOUNT		CK: 078103			3,024.00		
	96 501-8690	OTHER PROJECT COST				3,024.00	BARTLETT PROJECT		
				REG. CHECK		1	3,024.00 3,024.00	3,024.00CR 0.00	0.00
01-032299 BARTA ANIMAL HOSPITAL									
I 11012023		STATEMENT FEE	AP	11/22/2023	R	11/01/2023	1.00	1.00CR	
		G/L ACCOUNT		CK: 078104			1.00		
	01 522-6490	OTHER PROFESSIONAL SERVICES				1.00	STATEMENT FEE		
I 110123		STATEMENT FEE	AP	11/22/2023	R	11/01/2023	1.00	1.00CR	
		G/L ACCOUNT		CK: 078104			1.00		
	01 522-6490	OTHER PROFESSIONAL SERVICES				1.00	STATEMENT FEE		
I 393324		ACO CREMATIONS	AP	11/22/2023	R	11/01/2023	27.60	27.60CR	
		G/L ACCOUNT		CK: 078104			27.60		
	01 522-6470	MEDICAL				27.60	ACO CREMATIONS		
I 393380		ACO CREMATIONS	AP	11/22/2023	R	10/04/2023	27.60	27.60CR	
		G/L ACCOUNT		CK: 078104			27.60		
	01 522-6470	MEDICAL				27.60	ACO CREMATIONS		
I 393460		ACO CREMATIONS	AP	11/22/2023	R	10/06/2023	88.10	88.10CR	
		G/L ACCOUNT		CK: 078104			88.10		
	01 522-6470	MEDICAL				88.10	ACO CREMATIONS		
I 393744		ACO CREMATIONS	AP	11/22/2023	R	10/11/2023	55.20	55.20CR	
		G/L ACCOUNT		CK: 078104			55.20		
	01 522-6470	MEDICAL				55.20	ACO CREMATIONS		

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 393964		CREMATION-AWOL	AP	11/22/2023	R	10/17/2023	27.60	27.60CR	
		G/L ACCOUNT		CK: 078104			27.60		
	01 522-6470	MEDICAL				27.60	CREMATION-AWOL		
I 393976		EUTHANASIA/CREMATION	AP	11/22/2023	R	10/17/2023	75.00	75.00CR	
		G/L ACCOUNT		CK: 078104			75.00		
	01 522-6470	MEDICAL				75.00	EUTHANASIA/CREMATION		
I 394066		ACO CREMATIONS	AP	11/22/2023	R	10/17/2023	27.60	27.60CR	
		G/L ACCOUNT		CK: 078104			27.60		
	01 522-6470	MEDICAL				27.60	ACO CREMATIONS		
I 394215		ACO CREMATIONS	AP	11/22/2023	R	10/23/2023	27.60	27.60CR	
		G/L ACCOUNT		CK: 078104			27.60		
	01 522-6470	MEDICAL				27.60	ACO CREMATIONS		
I 394311		ACO CREMATIONS	AP	11/22/2023	R	10/24/2023	82.80	82.80CR	
		G/L ACCOUNT		CK: 078104			82.80		
	01 522-6470	MEDICAL				82.80	ACO CREMATIONS		
I 394475		ACO CREMATION/EUTHANASIA	AP	11/22/2023	R	10/30/2023	47.60	47.60CR	
		G/L ACCOUNT		CK: 078104			47.60		
	01 522-6470	MEDICAL				47.60	ACO CREMATION/EUTHANASIA		
I 394490		ACO CREMATIONS	AP	11/22/2023	R	10/30/2023	27.60	27.60CR	
		G/L ACCOUNT		CK: 078104			27.60		
	01 522-6470	MEDICAL				27.60	ACO CREMATIONS		
I 394568		ACO CREMATIONS	AP	11/22/2023	R	11/01/2023	27.60	27.60CR	
		G/L ACCOUNT		CK: 078104			27.60		
	01 522-6470	MEDICAL				27.60	ACO CREMATIONS		
				REG. CHECK		1	543.90	543.90CR	0.00
							543.90	0.00	

01-032879 GRASS ROOTS DESIGN GROUP, I									
I 1054		NO PARKING SIGNS	AP	11/22/2023	R	11/06/2023	1,400.00	1,400.00CR	
		G/L ACCOUNT		CK: 078107			1,400.00		
	01 521-7020	FORMS & PRINTING				1,400.00	NO PARKING SIGNS		
				REG. CHECK		1	1,400.00	1,400.00CR	0.00
							1,400.00	0.00	

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01-033182 LAKELAND OFFICE SYSTEMS,										
I	IN512143	CONTRACT - POLICE DEPT.	AP	11/22/2023	R	8/04/2023		82.25	82.25CR	
		G/L ACCOUNT		CK: 078108				82.25		
	01 521-6720	OTHER EQUIPMENT MAINTENANCE					82.25	CONTRACT - POLICE DEPT.		
I	IN518779	CONTRACT - POLICE DEPT.	AP	11/22/2023	R	9/05/2023		82.25	82.25CR	
		G/L ACCOUNT		CK: 078108				82.25		
	01 521-6720	OTHER EQUIPMENT MAINTENANCE					82.25	CONTRACT - POLICE DEPT.		
I	IN525313	CONTRACT - POLICE DEPT.	AP	11/22/2023	R	10/04/2023		82.25	82.25CR	
		G/L ACCOUNT		CK: 078108				82.25		
	01 521-6720	OTHER EQUIPMENT MAINTENANCE					82.25	CONTRACT - POLICE DEPT.		
		REG. CHECK				1		246.75	246.75CR	0.00
								246.75	0.00	

01-033885 MIDWEST HEARING AIDS, INC.										
I	202311204473	HEARING TEST	AP	11/22/2023	R	11/13/2023		30.00	30.00CR	
		G/L ACCOUNT		CK: 078109				30.00		
	01 521-6470	PRE-EMPLOYMENT SERVICES & TEST					30.00	HEARING TEST		
		REG. CHECK				1		30.00	30.00CR	0.00
								30.00	0.00	

01-035268 MEGA LLC										
I	1232	BULK DUMPSTER OUT BACK	AP	11/22/2023	R	10/25/2023		4,160.00	4,160.00CR	
		G/L ACCOUNT		CK: 078110				4,160.00		
	37 501-6810	COUNTY LANDFILL					4,160.00	BULK DUMPSTER OUT BACK		
		REG. CHECK				1		4,160.00	4,160.00CR	0.00
								4,160.00	0.00	

01-035913 WATERS HARDWARE										
I	403	UTILITY KNIFE	AP	11/22/2023	R	11/07/2023		16.45	16.45CR	
		G/L ACCOUNT		CK: 078111				16.45		
	01 547-6590	OTHER BUILDING & GROUND MAINT					16.45	UTILITY KNIFE		
I	407	BATTERIES 304	AP	11/22/2023	R	11/14/2023		19.49	19.49CR	
		G/L ACCOUNT		CK: 078111				19.49		
	01 526-7690	OTHER OPERATIONAL SUPPLIES					19.49	BATTERIES 304		

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I D244200		PADLOCKS	AP	11/22/2023	R	10/18/2023	38.99	38.99CR	
		G/L ACCOUNT		CK: 078111			38.99		
	01 533-7310	EQUIPMENT PARTS				38.99	PADLOCKS		
I D244550		603 SANITATION CLEANING	AP	11/22/2023	R	10/24/2023	5.99	5.99CR	
		G/L ACCOUNT		CK: 078111			5.99		
	37 501-6710	VEHICLE MAINTENANCE				5.99	603 SANITATION CLEANING		
I D244996		PARTS FOR WATER SALESMAN	AP	11/22/2023	R	11/01/2023	101.36	101.36CR	
		G/L ACCOUNT		CK: 078111			101.36		
	33 562-7750	MAINS & OTHER LINES				101.36	PARTS FOR WATER SALESMAN		
		REG. CHECK				1	182.28	182.28CR	0.00
							182.28	0.00	
01-036202 SECURITY 1ST TITLE LLC									
I OE008672		SECURITY 1ST TITLE LLC	AP	11/22/2023	R	11/17/2023	195.00	195.00CR	
		G/L ACCOUNT		CK: 078112			195.00		
	46 501-8690	PROJECT COST				195.00	SECURITY 1ST TITLE LLC		
I OE008673		OWNERS & ENCUMBRANCES REPOR	AP	11/22/2023	R	11/17/2023	195.00	195.00CR	
		G/L ACCOUNT		CK: 078112			195.00		
	46 501-8690	PROJECT COST				195.00	OWNERS & ENCUMBRANCES REPORT		
		REG. CHECK				1	390.00	390.00CR	0.00
							390.00	0.00	
01-036540 TAPCO									
I 1762751		RADIO, ETC.	AP	11/22/2023	R	9/21/2023	7,444.76	7,444.76CR	
		G/L ACCOUNT		CK: 078113			7,444.76		
	01 533-7930	SIGNS				7,444.76	RADIO, ETC.		
		REG. CHECK				1	7,444.76	7,444.76CR	0.00
							7,444.76	0.00	
01-036608 ONE STOP PACK N SHIP									
I 68567		WASTE WATER TREATMENT	AP	11/22/2023	R	10/02/2023	14.77	14.77CR	
		G/L ACCOUNT		CK: 078114			14.77		
	33 564-6490	OTHER PROFESSIONAL SERVICES				14.77	WASTE WATER TREATMENT		
		REG. CHECK				1	14.77	14.77CR	0.00
							14.77	0.00	

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01-036748 RLI SURETY

I	LSM1329693	2023	DEAN HAYSE	AP	11/22/2023	R	11/26/2023	100.00	100.00	CR
			G/L ACCOUNT		CK: 078115			100.00		
	01	509-6220	SURETY & FIDELITY BONDS				100.00	DEAN HAYSE		
			REG. CHECK				1	100.00	100.00	CR
								100.00	0.00	0.00

01-037121 P.B. HOIDALE CO. INC.

I	1134330		EQUIPT/MAINTENANCE AIRPORT.	AP	11/22/2023	R	2/13/2023	1,230.97	1,230.97	CR
			G/L ACCOUNT		CK: 078116			1,230.97		
	31	501-6720	OTHER EQUIPMENT MAINTENANCE				1,230.97	P.B. HOIDALE CO. INC.		
			REG. CHECK				1	1,230.97	1,230.97	CR
								1,230.97	0.00	0.00

01-037126 AUTOZONE, INC

I	1605315691		504 TRAILER WIRING & TURBO	AP	11/22/2023	R	10/06/2023	67.45	67.45	CR
			G/L ACCOUNT		CK: 078117			67.45		
	01	533-7310	EQUIPMENT PARTS				67.45	504 TRAILER WIRING & TURBO CLA		
I	1605319654		501 OIL CHANGE	AP	11/22/2023	R	10/16/2023	111.44	111.44	CR
			G/L ACCOUNT		CK: 078117			111.44		
	01	533-7310	EQUIPMENT PARTS				111.44	501 OIL CHANGE		
I	1605323029		510 WINDSHIELD WIPER	AP	11/22/2023	R	10/25/2023	17.09	17.09	CR
			G/L ACCOUNT		CK: 078117			17.09		
	01	533-7310	EQUIPMENT PARTS				17.09	510 WINDSHIELD WIPER		
I	1605324927		7 WAY RV BLADE	AP	11/22/2023	R	10/30/2023	20.42	20.42	CR
			G/L ACCOUNT		CK: 078117			20.42		
	33	562-6710	VEHICLE MAINTENANCE				20.42	TRAILER ADAPTER		
			REG. CHECK				1	216.40	216.40	CR
								216.40	0.00	0.00

01-037175 B & B ELECTRIC MOTOR CO.

I	0081982		MOTOR, ETC	AP	11/22/2023	R	10/27/2023	8,855.00	8,855.00	CR
			G/L ACCOUNT		CK: 078118			8,855.00		
	33	564-7700	PLANT MACHINERY & EQUIPMENT				8,855.00	MOTOR, ETC		

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				REG. CHECK		1		8,855.00	8,855.00CR	0.00
								8,855.00	0.00	

01-037411 DR. HAILEY MUELLER

I 10091	VET CARE GIZMO	AP	11/22/2023	R	6/17/2023	965.39		965.39CR	
	G/L ACCOUNT		CK: 078119			965.39			
01 542-6470	VETERINARIAN					965.39	VET CARE GIZMO		

				REG. CHECK		1		965.39	965.39CR	0.00
								965.39	0.00	

01-037719 LABETTE HEALTH PHYSICIANS GR

I 211362	EMPLOYEE PHYSICALS	AP	11/22/2023	R	11/06/2023	311.75		311.75CR	
	G/L ACCOUNT		CK: 078120			311.75			
01 526-6470	PRE-EMPLOYMENT SERVICES & TEST					71.00	SYDNIE MCCLELLAND		
01 541-6470	PRE-EMPLOYMENT SERVICES & TEST					27.75	JOHNSON, ERIC		
01 521-6470	PRE-EMPLOYMENT SERVICES & TEST					71.00	FRANCES JORDAN		
01 526-6470	PRE-EMPLOYMENT SERVICES & TEST					71.00	KELDON MILLIGAN		
01 526-6470	PRE-EMPLOYMENT SERVICES & TEST					71.00	JENNA JONES		

				REG. CHECK		1		311.75	311.75CR	0.00
								311.75	0.00	

01-037771 RICHARD WELLS

I IFD2	REPAIRS TO UNIT BRUSH 1	AP	11/22/2023	R	11/05/2023	317.10		317.10CR	
	G/L ACCOUNT		CK: 078121			317.10			
01 526-6710	VEHICLE MAINTENANCE					317.10	REPAIRS TO UNIT BRUSH 1		

				REG. CHECK		1		317.10	317.10CR	0.00
								317.10	0.00	

01-037874 BRETT HITT

I 000004	PARK TRAIN METAL REPAIR	AP	11/22/2023	R	10/20/2023	15,000.00		15,000.00CR	
	G/L ACCOUNT		CK: 078122			15,000.00			
40 501-8690	CAPITAL OUTLAY					15,000.00	PARK TRAIN METAL REPAIR		

				REG. CHECK		1		15,000.00	15,000.00CR	0.00
								15,000.00	0.00	

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01-037881 BRADLEY WEISENBURGER									
I 001		100% OVERALL COMPLETE	AP	11/22/2023	R	10/11/2023	2,900.00	2,900.00CR	
		G/L ACCOUNT		CK: 078123			2,900.00		
	21 501-8690	OTHER PROJECT COST				2,900.00	100% OVERALL COMPLETE		
				REG. CHECK		1	2,900.00	2,900.00CR	0.00
							2,900.00	0.00	

01-037882 T-MOBILE									
I 9549861158		TOWER DUMP	AP	11/22/2023	R	10/31/2023	25.00	25.00CR	
		G/L ACCOUNT		CK: 078124			25.00		
	01 521-6490	OTHER PROFESSIONAL SERVICES				25.00	TOWER DUMP		
				REG. CHECK		1	25.00	25.00CR	0.00
							25.00	0.00	

01-037883 JOSEPH S DUNBAR									
I 103023		BARTLETT PROJECT	AP	11/22/2023	R	10/30/2023	27,044.00	27,044.00CR	
		G/L ACCOUNT		CK: 078125			27,044.00		
	96 501-8690	OTHER PROJECT COST				27,044.00	BARTLETT PROJECT		
				REG. CHECK		1	27,044.00	27,044.00CR	0.00
							27,044.00	0.00	

01-037884 ROBERT MARK BRYANT									
I 10062023		BARTLETT PROJECT	AP	11/22/2023	R	10/06/2023	30,871.00	30,871.00CR	
		G/L ACCOUNT		CK: 078126			30,871.00		
	96 501-8690	OTHER PROJECT COST				30,871.00	BARTLETT PROJECT		
				REG. CHECK		1	30,871.00	30,871.00CR	0.00
							30,871.00	0.00	

01-037886 MIDLAND INDUSTRIAL GROUP, L									
I 11162023		BARTLETT PROJECT	AP	11/22/2023	R	11/16/2023	12,399.00	12,399.00CR	
		G/L ACCOUNT		CK: 078127			12,399.00		
	96 501-8690	OTHER PROJECT COST				12,399.00	BARTLETT PROJECT		
				REG. CHECK		1	12,399.00	12,399.00CR	0.00
							12,399.00	0.00	

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01-037887 JOSEF AND MERCEDES BARBI									
I	11162023	BARTLETT PROJECT	AP	11/22/2023	R	11/16/2023	31,200.00	31,200.00CR	
		G/L ACCOUNT		CK: 078128			31,200.00		
	96	501-8690	OTHER PROJECT COST			31,200.00	BARTLETT PROJECT		
			REG. CHECK			1	31,200.00	31,200.00CR	0.00
							31,200.00	0.00	

01-1 Misc. Vendor									
I	SEWER: HERNANDEZ	LOUIS HERNANDEZ:	AP	11/22/2023	R	10/15/2023	100.00	100.00CR	
	LOUIS HERNANDEZ	G/L ACCOUNT		CK: 078129			100.00		
	33	565-6490	OTHER PROFESSIONAL SERVICES			100.00	LOUIS HERNANDEZ:		
			REG. CHECK			1	100.00	100.00CR	0.00
							100.00	0.00	

PACKET: 27546 Regular Payments-11/22/2023

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	20,782.45CR
21	CAPITAL RESERVE - AIRPORT	2,900.00CR
31	AIRPORT	1,230.97CR
33	WATER/SEWER	9,819.03CR
37	SANITATION	4,165.99CR
40	SPECIAL PARK	15,000.00CR
46	DEMOLITION	390.00CR
49	MCKINLEY - OPERATING	1,364.07CR
58	HOUSING/TBRA	2,595.00CR
96	12" PIPELINE - BARTLETT	104,906.00CR
** TOTALS **		163,153.51CR

---- 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	38	163,153.51	163,153.51CR	0.00
		163,153.51	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	38	163,153.51	163,153.51CR	0.00
		163,153.51	0.00	

ERRORS:

0

WARNINGS:

0

OCTOBER 2023 DRAFT

\$ 262,208.37

PACKET: 27501 OCTOBER 2023 DRAFT

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
=====						
01-002112	ADVANCE INSURANCE COMPANY					
I-45014299-DRAFT	10/31/2023	OCTOBER 2023 LIFE INSURANCE	287.32			
	AP	DRAFT DISC: 10/31/2023		1099: N		
		LIFE INSURANCE		01 501-5510	HEALTH INSURANC	11.20
		LIFE INSURANCE		01 502-5510	HEALTH INSURANC	2.80
		LIFE INSURANCE		01 511-5510	HEALTH INSURANC	13.03
		LIFE INSURANCE		01 521-5510	HEALTH INSURANC	53.20
		LIFE INSURANCE		01 522-5510	HEALTH INSURANC	2.80
		LIFE INSURANCE		01 526-5510	HEALTH INSURANC	56.00
		LIFE INSURANCE		01 533-5510	HEALTH INSURANC	11.20
		LIFE INSURANCE		01 541-5510	HEALTH INSURANC	11.20
		LIFE INSURANCE		01 542-5510	HEALTH INSURANC	16.80
		LIFE INSURANCE		01 545-5510	HEALTH INSURANC	2.80
		LIFE INSURANCE		01 547-5510	HEALTH INSURANC	5.60
		LIFE INSURANCE		01 548-5510	HEALTH INSURANC	1.83
		LIFE INSURANCE		31 501-5510	HEALTH INSURANC	2.80
		LIFE INSURANCE		33 561-5510	HEALTH INSURANC	21.43
		LIFE INSURANCE		33 562-5510	HEALTH INSURANC	22.40
		LIFE INSURANCE		33 563-5510	HEALTH INSURANC	2.80
		LIFE INSURANCE		33 564-5510	HEALTH INSURANC	11.20
		LIFE INSURANCE		33 565-5510	HEALTH INSURANC	2.80
		LIFE INSURANCE		37 501-5510	HEALTH INSURANC	15.83
		LIFE INSURANCE		53 501-5510	HEALTH INSURANC	19.60
		=== VENDOR TOTALS ===	287.32			
=====						
01-035889	AT&T					
I-10 23-DRAFT	10/31/2023	AT&T PHONE BILL	11,797.37			
	AP	DRAFT DISC: 10/31/2023		1099: N		
		316 140-9963 880 2		01 501-8690	CAPITAL OUTLAY	421.02
		620 331-1312 446 1		53 501-6030	TELEPHONE	156.01
		620 331-2202 978 4		56 501-6030	TELEPHONE	387.53
		316 A08-0720 511 6		08 501-8690	PROJECT COST	2,296.67
		913 A19-0693 823 9		01 509-6030	TELEPHONE	6,097.15
		620 331-5980 213 7		01 509-6030	TELEPHONE	112.71
		620 331-9021 312 0		08 501-8690	PROJECT COST	546.44
		620332-1703 489 7		01 509-6030	TELEPHONE	1,779.84
		=== VENDOR TOTALS ===	11,797.37			
=====						
01-036623	AT&T					
I-17525228-DRAFT	10/31/2023	AT&T PHONE BILL	11,233.12			
	AP	DRAFT DISC: 10/31/2023		1099: N		
		831-001-2202 636		01 509-6031	INTERNET	11,233.12
		=== VENDOR TOTALS ===	11,233.12			

PACKET: 27501 OCTOBER 2023 DRAFT

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					
I-28732187126 1023	10/31/2023	ADMINISTRATIVE FEES FOR LINES	3.24			
	AP	DRAFT DISC: 10/31/2023		1099: N		
		ADMINISTRATIVE FEES FOR LINES		01 509-6030	TELEPHONE	3.24
I-OCT 23-05759598	10/31/2023	AT&T LINES	386.16			
	AP	DRAFT DISC: 10/31/2023		1099: N		
		AT&T LINES		01 509-6030	TELEPHONE	386.16
I-OCT 23-FIRSTNET	10/31/2023	FIRST NET	2,622.12			
	AP	DRAFT DISC: 10/31/2023		1099: N		
		FIRE BLDG INSPECTOR		01 526-6030	TELEPHONE	50.16
		MEMORIAL HALL		01 547-6030	TELEPHONE	45.11
		PARK & ZOO DIRECTOR		01 541-6030	TELEPHONE	45.11
		CEMETERY SEXTON		01 545-6030	TELEPHONE	45.11
		911 CENTER		01 509-6030	TELEPHONE	45.11
		WATER SEWER		33 564-6030	TELEPHONE	17.59
		ZOO SUPERVISOR		01 542-6030	TELEPHONE	45.11
		AIRPORT		31 501-6030	TELEPHONE	31.67
		CODE ENFORCEMENT HOTSPOT		01 527-6030	TELEPHONE	41.24
		IPAD 6 STREET		01 533-7690	OTHER OPERATION	41.24
		IPAD 5 STREETS		01 533-7490	OTHER SMALL TOO	41.24
		POLICE DETECTIVES		01 521-6030	TELEPHONE	45.11
		POLICE SUPERVISOR PHONE		01 521-6030	TELEPHONE	45.11
		FIRE/EMS MED 3		01 526-6030	TELEPHONE	50.16
		FIRE/EMS MED 2		01 526-6030	TELEPHONE	50.16
		FIRE/EMS MED 1		01 526-6030	TELEPHONE	50.16
		IPAD 4 METER READERS		33 562-7490	OTHER SMALL TOO	41.24
		WATER SEWER		33 563-6030	TELEPHONE	45.11
		IPAD 3 METER READER		33 562-7490	OTHER SMALL TOO	41.24
		RIVERSIDE PARK		01 541-6030	TELEPHONE	31.67
		WWTP HOTSPOT		33 564-6030	TELEPHONE	41.24
		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	45.11
		STREET		01 533-6030	TELEPHONE	45.11
		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	50.16
		ANIMAL CONTROL		01 522-6030	TELEPHONE	50.16
		FIRE EMS		01 526-6030	TELEPHONE	41.24
		AIRPORT ONCALL PHONE		31 501-6030	TELEPHONE	50.16
		BACK UP CITY		01 509-6030	TELEPHONE	45.11
		PENN TERRACE ONCALL		53 501-6030	TELEPHONE	17.68
		METER READER		33 563-6030	TELEPHONE	50.16
		CODE ENFORCEMENT		01 526-6030	TELEPHONE	45.11
		5 CITY OF INDY		01 509-6030	TELEPHONE	41.24
		SANITATION SUPERVISOR		37 501-6030	TELEPHONE	45.11
		6 CITY OF INDY		01 509-6030	TELEPHONE	41.24
		2 CITY OF INDY		01 509-6030	TELEPHONE	41.24

PACKET: 27501 OCTOBER 2023 DRAFT

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 **)				
		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
		IPAD SANITATION		37 501-7490	OTHER SMALL TOO	41.24
		IPAD 2 HOUSING		53 501-7490	OTHER SMALL TOO	41.24
		POLICE DETECTIVE		01 509-6030	TELEPHONE	50.16
		FIRE/EMS MED 4		01 526-6030	TELEPHONE	50.16
		MEDIC 4		01 526-6030	TELEPHONE	50.16
		ON CALL STREETS		01 533-6030	TELEPHONE	50.16
		INDEPENDENCE SCHOOL		01 521-6030	TELEPHONE	41.24
		ENGINEER		33 563-6030	TELEPHONE	45.11
		BACK UP 1 CITY		01 509-6030	TELEPHONE	45.11
		IPAD 3 PARK		01 541-7490	OTHER SMALL TOO	41.24
		AIRPORT BLDG HOT SPOT		31 501-6030	TELEPHONE	41.24
		POLICE SGT		01 521-6030	TELEPHONE	45.11
		IPAD 1 WATER/SEWER		33 562-7490	OTHER SMALL TOO	41.24
		IPAD 2 PARK		01 541-7490	OTHER SMALL TOO	41.24
		IPAD1 PARK		01 541-7490	OTHER SMALL TOO	41.24
		IPAD 4 PARK		01 541-7490	OTHER SMALL TOO	41.24
		POLICE TABLET		01 521-6030	TELEPHONE	41.24
		POLICE DETECTIVE ON CALL		01 521-6030	TELEPHONE	45.11
		=== VENDOR TOTALS ===	3,011.52			

01-033052 ATMOS ENERGY

I-OCT 23-DRAFT	10/31/2023	ATMOS SEPT/OCT	4,560.87			
AP	DRAFT	DISC: 10/31/2023	1099: N			
		1822 WELLS DR/3019022575	01 541-6110	GAS		82.98
		1729 N 5TH ST/3019023770	01 545-6110	GAS		100.38
		700 N CR 4100 ST/3019595662	33 564-6110	GAS		0.00
		436 A ST/3019650851	31 501-6110	GAS		79.03
		498 FREEDOM DR/3019651305	31 501-6110	GAS		83.39
		100 FREEDOM DR/3018498000	31 501-6110	GAS		79.03
		3317 CR 3600/4020903315	31 501-6110	GAS		79.03
		401 S PENN AVE/3019687189	53 501-6110	GAS		571.87
		129 S 19TH ST/4015321347	64 501-6110	GAS		98.89
		128 S 21ST ST/3020070314	37 501-6110	GAS		0.00
		500 W RAILROAD ST/3012073069	33 562-6110	GAS		103.91
		900 N 9TH ST/3012036484	01 533-6110	GAS		0.00
		900 W MYRTLE ST/4019320395	01 526-6110	GAS		117.43
		408 1/2 S 8TH ST/3012316332	57 501-6110	GAS		29.10
		520 E OAK ST/3018012551	33 561-6110	GAS		230.30
		912 COFFEYVILLE/3020383432	56 501-6110	GAS		46.50
		916 E CEDAR ST/3020383914	56 501-6110	GAS		60.99
		915 E EDISON ST/3020383683	56 501-6110	GAS		42.64
		920 E CEDAR ST/3020383254	56 501-6110	GAS		41.65
		1412 N 5TH ST/3018086660	01 541-6110	GAS		145.34
		1412 N 5TH ST/3018086660	01 541-6110	GAS		0.00
		MEMORIAL HALL	01 547-6110	GAS		304.90
		BLDG D	01 548-6110	GAS		1,517.10

PACKET: 27501 OCTOBER 2023 DRAFT

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 **)				
		1736 N 5TH ST/3015903595		01 541-6110	GAS	85.73
		108 E CHESTNUT/4002958158		01 547-6110	GAS	0.00
		1729 N 5TH ST/3019023770		01 545-6110	GAS	99.47
		1822 WELLS/3019022575		01 541-6110	GAS	0.00
		1736 N 5TH/3015903595		01 541-6110	GAS	94.89
		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	370.73
		1013 E WALNUT/3048164957		54 501-6110	GAS	0.00
		225 E MAIN ST/3055236937		01 548-6110	GAS	0.00
		225 E MAIN ST/3055236937		01 526-6110	GAS	82.98
		120 N 6TH ST/3057426755		01 504-6110	GAS	0.00
		718 N 13TH/3051385097		49 501-6110	GAS	0.00
		923 E CEDAR ST B/3045733605		49 501-6110	GAS	0.00
		922 COFFEYVILLE C/3060906079		49 501-6110	GAS	12.61
		704 N 13TH ST/3046142064		49 501-6110	GAS	0.00
		704 N 13TH ST/3046142064		49 501-6110	GAS	0.00
		1009 E CEDAR ST UNIT B/3059994		49 501-6110	GAS	0.00

=== VENDOR TOTALS === 4,560.87

01-003431 BLUE CROSS/BLUE SHIELD OF

I-45014171-DRAFT	10/31/2023	OCT 2023 HEALTH INSURANCE	89,757.75			
AP	DRAFT	DISC: 10/31/2023	1099: N			
		2023 HEALTH INSURANCE	01 501-5510	HEALTH INSURANC	3,390.16	
		2023 HEALTH INSURANCE	01 502-5510	HEALTH INSURANC	1,231.19	
		2023 HEALTH INSURANCE	01 511-5510	HEALTH INSURANC	2,161.02	
		2023 HEALTH INSURANCE	01 521-5510	HEALTH INSURANC	13,271.96	
		2023 HEALTH INSURANCE	01 522-5510	HEALTH INSURANC	1,233.11	
		2023 HEALTH INSURANCE	01 526-5510	HEALTH INSURANC	12,641.48	
		2023 HEALTH INSURANCE	01 533-5510	HEALTH INSURANC	2,928.19	
		2023 HEALTH INSURANCE	01 541-5510	HEALTH INSURANC	4,159.38	
		2023 HEALTH INSURANCE	01 542-5510	HEALTH INSURANC	5,095.27	
		2023 HEALTH INSURANCE	01 545-5510	HEALTH INSURANC	1,695.08	
		2023 HEALTH INSURANCE	01 547-5510	HEALTH INSURANC	931.88	
		2023 HEALTH INSURANCE	01 548-5510	HEALTH INSURANC	465.94	
		2023 HEALTH INSURANCE	31 501-5510	HEALTH INSURANC	1,229.14	
		2023 HEALTH INSURANCE	33 561-5510	HEALTH INSURANC	5,253.92	
		2023 HEALTH INSURANCE	33 562-5510	HEALTH INSURANC	6,033.55	
		2023 HEALTH INSURANCE	33 563-5510	HEALTH INSURANC	1,229.14	
		2023 HEALTH INSURANCE	33 564-5510	HEALTH INSURANC	2,630.93	
		2023 HEALTH INSURANCE	33 565-5510	HEALTH INSURANC	467.22	
		2023 HEALTH INSURANCE	37 501-5510	HEALTH INSURANC	3,863.31	
		2023 HEALTH INSURANCE	53 501-5510	HEALTH INSURANC	2,797.00	
		2023 HEALTH INSURANCE	01 2630	HEALTH INSURANC	11,635.07	
		2023 HEALTH INSURANCE	31 2630	HEALTH INSURANC	356.66	
		2023 HEALTH INSURANCE	33 2630	HEALTH INSURANC	3,026.27	
		2023 HEALTH INSURANCE	37 2630	HEALTH INSURANC	791.81	

PACKET: 27501 OCTOBER 2023 DRAFT

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
=====						
01-003431	BLUE CROSS/BLUE SHIELD OF	(** CONTINUED **)				
		2023 HEALTH INSURANCE		53 2630	HEALTH INSURANC	290.78
		2023 HEALTH INSURANCE		26 501-5510	HEALTH INSURANC	2,678.70
		BE-WELL PROGRAM		41 400-4990	OTHER INCOME	1,730.41CR
	=== VENDOR TOTALS ===		89,757.75			
=====						
01-036283	COMMERCIAL BANK					
I-375000260	10/31/2023	BRUSH HOG/TRACTOR LOAN	9,648.52			
	AP	DRAFT DISC: 10/31/2023		1099: N		
		BRUSH HOG/TRACTOR LOAN		31 501-8693	EQUIPMENT	9,648.52
	=== VENDOR TOTALS ===		9,648.52			
=====						
01-037586	DIRECTV					
I-OCT 23-DRAFT	10/31/2023	SEPT/OCT DIRECTV	1,102.55			
	AP	DRAFT DISC: 10/31/2023		1099: N		
		DIRECTV		53 501-6120	CABLE	1,102.55
	=== VENDOR TOTALS ===		1,102.55			
=====						
01-032855	EVERGY					
I-OCT 23-035793626	10/31/2023	EVERGY SEP 23/OCT 23 DRAFT	83,243.44			
	AP	DRAFT DISC: 10/31/2023		1099: N		
		121 E RR-SKATEPARK/2910510004		01 541-6100	ELECTRICITY	47.74
		300 E OAK FOUNTAIN/2539907547		01 541-6100	ELECTRICITY	90.26
		520 E OAK WP PAD/4683491487		33 561-6100	ELECTRICITY	9,526.19
		921 HACKNEY WT/9188501367		33 561-6100	ELECTRICITY	46.18
		204 W RAILROAD POLE/6619221926		01 533-6100	ELECTRICITY	31.80
		3600-WEST/2331053208		31 501-6100	ELECTRICITY	495.55
		111 N 6TH/2786658564		01 533-6100	ELECTRICITY	44.93
		300 W RAILROAD/7705718375		33 562-6100	ELECTRICITY	64.40
		900 BIRDIE DR/7627895575		33 565-6100	ELECTRICITY	32.69
		2814 W MAIN/0881894506		01 533-6100	ELECTRICITY	28.97
		2500 W MAIN SIGN/3786624925		01 533-6100	ELECTRICITY	69.63
		S PENN ROAD/7710516936		01 533-6100	ELECTRICITY	22.73
		TRAFFIC LIGHTS 13TH & LAUREL		01 533-6100	ELECTRICITY	10.71
		130 E MAIN/7665453535		01 533-6100	ELECTRICITY	45.65
		1230 N PENN SIGNAL/7700766013		01 533-6100	ELECTRICITY	42.02
		131 N 10TH SIG LGT/2156512740		01 533-6100	ELECTRICITY	51.26
		101 S 10TH SIG LTS/0217020285		01 533-6100	ELECTRICITY	47.90
		3354 HWY 160 SIGN/8400515520		01 533-6100	ELECTRICITY	22.73
		229 N 10TH SIG LTS/6748863029		01 533-6100	ELECTRICITY	44.69
		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	90.94
		1300 S 17TH - RR #2/7721529010		33 561-6100	ELECTRICITY	150.54
		WATER TOW COLLEGE/7710547691		33 561-6100	ELECTRICITY	125.57
		109 S 21ST/7795783655		33 562-6100	ELECTRICITY	23.87

PACKET: 27501 OCTOBER 2023 DRAFT

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 **)				
		320 W RAILROAD/7705779896		33 561-6100	ELECTRICITY	321.22
		WATER TOWER - no/3320068847		33 561-6100	ELECTRICITY	30.41
		150 4TH AVE/3702359441		33 561-6100	ELECTRICITY	376.66
		2820 N 24TH/7797567739		33 565-6100	ELECTRICITY	50.14
		2800 N 10TH/7769852974		33 565-6100	ELECTRICITY	168.94
		RR4 MORNINGSIDE/7738447014		33 565-6100	ELECTRICITY	25.51
		824 E MYRTLE/7681541012		33 565-6100	ELECTRICITY	31.02
		2900 CROWN DR/4245643827		33 565-6100	ELECTRICITY	26.46
		2201 W SYAMORE SW L/7765528048		33 564-6100	ELECTRICITY	62.06
		WATER/SEWAGE RT 4/7758071892		33 564-6100	ELECTRICITY	8,621.33
		1021 TAYLOR SEWER/7405880245		33 564-6100	ELECTRICITY	50.44
		3319 CR 3600/8847385280		33 564-6100	ELECTRICITY	126.36
		1600 W MAPLE/6551883497		01 523-6100	ELECTRICITY	24.89
		SIRENS 6TH&MYRTLE/7749120739		01 523-6100	ELECTRICITY	110.48
		18TH & CIRCLE SIREN/4196849826		01 523-6100	ELECTRICITY	24.44
		10TH & MAPLE SIREN/1863475148		01 523-6100	ELECTRICITY	26.42
		321 S 16TH SIREN/7439441967		01 523-6100	ELECTRICITY	25.85
		2ND & BIRCH SIREN/2561174269		01 523-6100	ELECTRICITY	24.93
		2200 W LAUREL SIREN/8769657587		01 523-6100	ELECTRICITY	50.91
		2412 N 10TH SIREN/7635856902		01 523-6100	ELECTRICITY	29.72
		200 WESTMINSTER/1387340884		01 523-6100	ELECTRICITY	26.07
		140 N 6TH CITY HALL/7806119010		01 504-6100	ELECTRICITY	2,941.31
		2814 W MAIN/4682460184		01 504-6100	ELECTRICITY	24.73
		466 F STREET/4342013463		31 501-6100	ELECTRICITY	28.01
		3615 CR 3300/7624019813		31 501-6100	ELECTRICITY	22.73
		466 FREEDOM DR/9667367883		31 501-6100	ELECTRICITY	498.90
		INDEP AIR BASE/3396395844		31 501-6100	ELECTRICITY	45.45
		INDEP AIR BASE/3237539966		31 501-6100	ELECTRICITY	57.15
		100 A STREET/8822551304		31 501-6100	ELECTRICITY	421.79
		INDEP AIR BASE/0567052448		31 501-6100	ELECTRICITY	49.97
		RR1 AWOS SITE/7549621924		31 501-6100	ELECTRICITY	33.25
		1700 N PENNCEMETERY/7631402211		01 545-6100	ELECTRICITY	123.99
		RT RD CEMETERY/7738416251		01 545-6100	ELECTRICITY	86.71
		EAST MAUSOLEUM/4049141848		01 545-6100	ELECTRICITY	31.75
		1690 OVERLOOK DR/0713871660		33 561-6100	ELECTRICITY	51.08
		110 E MYRTLE ALY 4/9176640368		01 533-6100	ELECTRICITY	46.85
		111 E MYRTLE ALY 3/6008648446		01 533-6100	ELECTRICITY	31.79
		113 E LAUREL ALY 5/2938533747		01 533-6100	ELECTRICITY	37.88
		112 E LAUREL ALY 6/3515450168		01 533-6100	ELECTRICITY	49.13
		113 W MAIN ALLEY/0716572762		01 533-6100	ELECTRICITY	23.87
		225 E MAIN/1926226549		01 528-6100	ELECTRICITY	327.23
		102 W CHESTNUT/0425275047		01 533-6100	ELECTRICITY	68.75
		112 E MAIN ALLEY #2/0665333086		01 533-6100	ELECTRICITY	44.05
		112 W LAUREL ALLEY/9955437429		01 533-6100	ELECTRICITY	40.14
		113 W LAUREL ALLEY/3323646263		01 533-6100	ELECTRICITY	47.80
		113 W MYRTLE ALLEY/8564039307		01 533-6100	ELECTRICITY	37.61
		112 W MAIN ALLEY/5687095026		01 533-6100	ELECTRICITY	38.65
		112 W MYRTLE ALLEY/7783054069		01 533-6100	ELECTRICITY	33.52
		CITY HALL N 120/7634447454		01 547-6100	ELECTRICITY	8,431.65
		430 N PENN AVE/4208974247		01 547-6100	ELECTRICITY	61.38
		431 N 6TH STREET/8440627385		01 547-6100	ELECTRICITY	55.28

PACKET: 27501 OCTOBER 2023 DRAFT

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 **)				
		RIVERSIDE PARK/7623896772		01 541-6100	ELECTRICITY	3,453.64
		ZOO SHELTER STORAGE/5436316563		01 541-6100	ELECTRICITY	116.11
		125 S 21 ST STREET/7795845178		37 501-6100	ELECTRICITY	85.23
		1301 N 5TH - POOL/6222945624		01 541-6100	ELECTRICITY	409.71
		401 S PENN/7694490971		53 501-6100	ELECTRICITY	8,944.05
		920 E CEDAR ST/8186251000		56 501-6100	ELECTRICITY	328.08
		916 E CEDAR ST 1/6591851000		56 501-6100	ELECTRICITY	81.44
		916 E CEDAR ST 2/7591851000		56 501-6100	ELECTRICITY	179.60
		916 E CEDAR ST 3/8591851000		56 501-6100	ELECTRICITY	139.64
		915 E EDDISON/8082551000		56 501-6100	ELECTRICITY	237.32
		912E COFFEYVILLE/5082551000		56 501-6100	ELECTRICITY	319.31
		408 S 8TH ST/3107290589		57 501-6100	ELECTRICITY	37.70
		400 S PENN AVE/5325357609		51 501-6100	ELECTRICITY	54.25
		312 N 8TH ST/2798433148		01 509-6100	ELECTRICITY	24.70
		113 N 6TH ST SIREN/2776650243		01 534-6100	ELECTRICITY	26.08
		108 E CHESTNUT ST/0191053666		01 547-6100	ELECTRICITY	27.04
		106 E CHESTNUT/1866349485		01 547-6100	ELECTRICITY	27.13
		WALD SEWER LIFT/6652024823		33 564-6100	ELECTRICITY	586.73
		WALD SEWER LIFT/6652024823		33 564-6100	ELECTRICITY	0.00
		951 S CEMENT/9038147320		33 564-6100	ELECTRICITY	1,204.24
		STREET LIGHTS/0674286401		01 534-6100	ELECTRICITY	13,400.27
		816 W MYRTLE SAL/5688602703		01 548-6100	ELECTRICITY	184.30
		401 N 10TH ST/8335679740		01 534-6100	ELECTRICITY	41.58
		800 W MYRTLE SAL/2522536949		01 548-6100	ELECTRICITY	7,696.40
		800 W MYRTLE ST CEP/9452238148		01 548-6100	ELECTRICITY	8,875.69
		129 S 19TH ST/9626520026		64 501-6100	ELECTRICITY	46.12
		605 N 15TH ST SIREN/6689151886		01 534-6100	ELECTRICITY	26.16
		4195 HWY 160/7321944706		01 509-6100	ELECTRICITY	22.73
		1736 N 5TH/3261345447		01 541-6100	ELECTRICITY	58.60
		313 CEMENT/3470051000		54 501-6100	ELECTRICITY	0.00
		1017 E WALNUT/4286941000		54 501-6100	ELECTRICITY	0.00
		704 N 13TH/1864061000		49 501-6100	ELECTRICITY	36.22
		714 N 13TH ST/0996061000		49 501-6100	ELECTRICITY	90.02
		702 N 13TH ST/7896061000		49 501-6100	ELECTRICITY	64.94
		922 CEOFFEYVILLE AVE C/7266061		49 501-6100	ELECTRICITY	76.85
		710N 13TH/9896061000		49 501-6100	ELECTRICITY	5.00
		1013 E WALNUT/0286941000		54 501-7180	OTHER BUILDING	0.00
		1002 COFFEYVILLE/9166061000		49 501-6100	ELECTRICITY	0.00
		951 S CEMENT/9038147320		33 564-6100	ELECTRICITY	0.00
		120 N 6TH ST/6520366566		01 504-6100	ELECTRICITY	0.00
		120 N 6TH TRL/1606024298		01 504-6100	ELECTRICITY	75.41
		900 W MYRTLE/8333419265		01 526-6100	ELECTRICITY	1,030.94
		1003 E CEDAR ST/1912033063		49 501-6100	ELECTRICITY	0.00
		404 S EARL ST/9323390996		55 501-6100	ELECTRICITY	0.00
		=== VENDOR TOTALS ===		83,243.44		

PACKET: 27501 OCTOBER 2023 DRAFT
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
=====							
01-037209	FIRST NATIONAL BANK OF OMAHA						
I-OCT 23-STATEMENT	10/31/2023	SEP 23/OCT 23	DRAFT	25,390.76			
	AP	DRAFT	DISC: 10/31/2023		1099: N		
		NOVEMBER 2022	CC STMT		99 2550	DUE TO FNB OMAH	25,390.76
=== VENDOR TOTALS ===				25,390.76			

01-037526 GLOBAL PAYMENTS INTEGRATED

I-OCT 23-DRAFT	10/31/2023	SEP 2023 CC/OCT 2023	DRAFT	7,304.85			
	AP	DRAFT	DISC: 10/31/2023		1099: N		
		UTILITY B			33 563-6490	OTHER PROFESSIO	6,090.40
		UTILITY B			33 563-6490	OTHER PROFESSIO	472.02
		UTILITY MISC			33 563-6490	OTHER PROFESSIO	247.58
		CITY OF INDY- RECREATION			01 509-6490	OTHER PROFESSIO	305.85
		CITY OF INDY- EQU RENTAL			01 541-6490	OTHER PROFESSIO	189.00
=== VENDOR TOTALS ===				7,304.85			

01-013110 KANSAS DEPARTMENT OF

I-SEPT 23-DRAFT	10/31/2023	SEPTEMBER 2023	WATER/FUEL TAX	7,083.33			
	AP	DRAFT	DISC: 10/31/2023		1099: N		
		FUEL SALES TAX			31 2010	CITY SALES TAX	357.86
		FUEL SALES TAX			31 2030	SALES TAX PAYAB	775.31
		WATER SALES TAX			33 2130	STATE SALES TAX	4,408.91
		WATER SALES TAX			33 563-6290	OTHER TAXES	1,595.70
		WATER SALES TAX			33 563-6290	OTHER TAXES	0.00
		FUEL SALES TAX			31 501-6290	OTHER TAXES	54.45CR
		FUEL SALES TAX			31 501-6290	OTHER TAXES	0.00
=== VENDOR TOTALS ===				7,083.33			

01-035708 KANSAS STATE TREASURER

I-140681-DRAFT	10/31/2023	MUNICIPAL COURT REVENUE		830.71			
	AP	DRAFT	DISC: 10/31/2023		1099: N		
		REINSTATEMENT FEES			01 502-6490	OTHER PROFESSIO	228.67
		JUDICIAL BRANCH DOCKET FEE			01 502-6490	OTHER PROFESSIO	83.76
		JUDICIAL BRANCH EDUCATION FEE			01 502-6490	OTHER PROFESSIO	19.00
		LE TRAINING CENTER FUND			01 502-6490	OTHER PROFESSIO	499.28
=== VENDOR TOTALS ===				830.71			

PACKET: 27501 OCTOBER 2023 DRAFT

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
=====						
01-019360	PITNEY BOWES	GLOBAL FINANCIAL				
I-3318136936	10/31/2023	POSTAL MACHINE RENTAL	853.65			
	AP	DRAFT DISC: 10/31/2023		1099: N		
		POSTAL MACHINE RENTAL		01 509-6702	POSTAGE METER &	853.65
		=== VENDOR TOTALS ===	853.65			
=====						
01-037182	SPARKLIGHT	BUSINESS				
I-OCT 23-DRAFT	10/31/2023	SPARKLIGHT INTERNET/TELEPHONE	4,863.31			
	AP	DRAFT DISC: 10/31/2023		1099: N		
		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	322.01
		811 W LAUREL ST/118509850		01 548-6031	INTERENT	627.51
		1700 N PENN AVE/112989751		01 545-6490	OTHER PROFESSIO	164.96
		200 W RAILROAD ST/110667623		01 509-6031	INTERNET	328.04
		MEMORIAL HALL/110675816		01 547-6031	INTERNET	344.17
		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
		120 N 6TH ST/138817523		01 509-6031	INTERNET	2,258.17
		=== VENDOR TOTALS ===	4,863.31			
=====						
01-035989	TOTAH COMMUNICATIONS, INC					
I-OCT 23-STATEMENT	10/31/2023	911 PHONE LINES	55.68			
	AP	DRAFT DISC: 10/31/2023		1099: N		
		911 ELK CITY		08 501-8690	PROJECT COST	27.84
		911 HAVANA		08 501-8690	PROJECT COST	27.84
		=== VENDOR TOTALS ===	55.68			
=====						
01-037328	VERIZON					
I-OCT 23-STATEMENT	10/31/2023	GPS SERVICES SEPT/OCT DRAFT	485.82			
	AP	DRAFT DISC: 10/31/2023		1099: N		
		GPS SERVICES DRAFT		01 526-6710	VEHICLE MAINTEN	258.97
		GPS SERVICES DRAFT		01 521-6490	OTHER PROFESSIO	226.85
		=== VENDOR TOTALS ===	485.82			

PACKET: 27501 OCTOBER 2023 DRAFT
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
=====						
01-037708	WOODRIVER ENERGY LLC.					
I-360400-DRAFT	10/31/2023	NATURAL GAS	697.80			
	AP	DRAFT DISC: 10/31/2023		1099: N		
		BUILDING D		01 548-6110	GAS	611.43
		MEMORIAL HALL		01 547-6110	GAS	86.37
=== VENDOR TOTALS ===			697.80			
=== PACKET TOTALS ===			262,208.37			

PACKET: 27501 OCTOBER 2023 DRAFT
VENDOR SET: 01 City of Independence+
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS 262,208.37
DEBIT MEMO TOTALS 0.00
CREDIT MEMO TOTALS 0.00

BATCH TOTALS 262,208.37

** G/L ACCOUNT TOTALS **

				=====LINE ITEM=====			=====GROUP BUDGET=====		
BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE
	2023	01 -2000	DUE TO POOLED CASH	141,885.64-*					
		01 -2630	HEALTH INSURANCE	11,635.07					
		01 -501-5510	HEALTH INSURANCE	3,401.36	43,741	9,555.90			
		01 -501-6030	TELEPHONE	173.88	600	965.18-	Y		
		01 -501-8690	CAPITAL OUTLAY	421.02	0	1,684.08-	Y		
		01 -502-5510	HEALTH INSURANCE	1,233.99	15,896	3,555.02			
		01 -502-6490	OTHER PROFESSIONAL SERVI	830.71	12,000	2,563.88-	Y		
		01 -504-6100	ELECTRICITY	3,041.45	50,000	38,346.42			
		01 -504-6110	GAS	0.00	15,000	9,556.57			
		01 -509-6030	TELEPHONE	8,812.03	80,000	13,901.41-	Y		
		01 -509-6031	INTERNET	13,819.33	21,000	11,231.32-	Y		
		01 -509-6100	ELECTRICITY	47.43	500	125.18-	Y		
		01 -509-6490	OTHER PROFESSIONAL SERVI	305.85	75,000	5,402.23-	Y		
		01 -509-6702	POSTAGE METER & SCALES	853.65	3,000	142.95			
		01 -511-5510	HEALTH INSURANCE	2,174.05	28,052	6,303.15		352,925	57,710.77
		01 -511-6030	TELEPHONE	41.24	0	371.16-	Y	352,925	59,843.58
		01 -521-5510	HEALTH INSURANCE	13,325.16	247,590	89,155.26			
		01 -521-6030	TELEPHONE	262.92	2,000	367.36-	Y		
		01 -521-6490	OTHER PROFESSIONAL SERVI	226.85	40,000	15,117.98-	Y		
		01 -522-5510	HEALTH INSURANCE	1,235.91	15,896	3,535.82			
		01 -522-6030	TELEPHONE	50.16	600	148.30			
		01 -523-6100	ELECTRICITY	343.71	4,000	943.79			
		01 -526-5510	HEALTH INSURANCE	12,697.48	207,452	87,381.81			
		01 -526-6030	TELEPHONE	387.31	7,000	3,512.38			
		01 -526-6100	ELECTRICITY	1,030.94	20,000	10,912.79			
		01 -526-6110	GAS	200.41	3,000	5,549.65-	Y		
		01 -526-6710	VEHICLE MAINTENANCE	258.97	40,000	17,137.90			
		01 -527-6030	TELEPHONE	41.24	600	228.84			
		01 -528-6100	ELECTRICITY	327.23	1,500	965.43-	Y		
		01 -533-5510	HEALTH INSURANCE	2,939.39	62,078	29,870.76			
		01 -533-6030	TELEPHONE	95.27	1,000	142.04			
		01 -533-6100	ELECTRICITY	1,100.60	19,000	7,045.87			
		01 -533-6110	GAS	0.00	4,000	1,213.27-	Y		
		01 -533-7490	OTHER SMALL TOOLS & EQUI	41.24	5,000	9,797.12-	Y		
		01 -533-7690	OTHER OPERATIONAL SUPPLI	41.24	10,000	19,113.51-	Y		
		01 -534-6100	ELECTRICITY	13,494.09	157,000	35,156.48			

PACKET: 27501 OCTOBER 2023 DRAFT

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 AVAILABLE
		01 -541-5510	HEALTH INSURANCE	4,170.58	53,768	12,033.27		
		01 -541-6030	TELEPHONE	76.78	2,000	1,484.06		
		01 -541-6100	ELECTRICITY	4,176.06	60,000	10,547.42		
		01 -541-6110	GAS	408.94	10,000	1,281.77		
		01 -541-6490	OTHER PROFESSIONAL SERVI	189.00	5,000	10,634.30-	Y	
		01 -541-7490	OTHER SMALL TOOLS & EQUI	164.96	5,000	2,460.67		
		01 -542-5510	HEALTH INSURANCE	5,112.07	59,811	8,679.32		
		01 -542-6030	TELEPHONE	45.11	600	193.74		
		01 -545-5510	HEALTH INSURANCE	1,697.88	31,793	16,818.38		
		01 -545-6030	TELEPHONE	45.11	500	93.74		
		01 -545-6100	ELECTRICITY	242.45	2,000	168.90		
		01 -545-6110	GAS	199.85	1,377	88.60-	Y	
		01 -545-6490	OTHER PROFESSIONAL SERVI	164.96	0	1,949.21-	Y	
		01 -547-5510	HEALTH INSURANCE	937.48	12,086	2,708.63		
		01 -547-6030	TELEPHONE	45.11	1,000	593.74		
		01 -547-6031	INTERNET	344.17	4,000	889.81		
		01 -547-6100	ELECTRICITY	8,602.48	80,000	18,255.32		
		01 -547-6110	GAS	391.27	14,000	2,439.78-	Y	
		01 -548-5510	HEALTH INSURANCE	467.77	6,043	1,363.31		
		01 -548-6031	INTERENT	627.51	0	6,099.27-	Y	
		01 -548-6100	ELECTRICITY	16,756.39	160,219	6,048.86		
		01 -548-6110	GAS	2,128.53	65,000	306.61-	Y	
		08 -2000	DUE TO POOLED CASH	2,898.79-*				
		08 -501-8690	PROJECT COST	2,898.79	0	125,966.53-	Y	
		26 -2000	DUE TO POOLED CASH	2,678.70-*				
		26 -501-5510	HEALTH INSURANCE	2,678.70	5,000	28,943.76-	Y	
		31 -2000	DUE TO POOLED CASH	14,453.43-*				
		31 -2010	CITY SALES TAX PAYABLE	357.86				
		31 -2030	SALES TAX PAYABLE	775.31				
		31 -2630	HEALTH INSURANCE	356.66				
		31 -501-5510	HEALTH INSURANCE	1,231.94	12,086	6,405.96-	Y	
		31 -501-6030	TELEPHONE	164.31	1,000	479.95-	Y	
		31 -501-6100	ELECTRICITY	1,652.80	12,000	193.70		
		31 -501-6110	GAS	320.48	4,500	1,102.61		
		31 -501-6290	OTHER TAXES	54.45-	25,000	24,502.30		
		31 -501-8693	EQUIPMENT	9,648.52	19,300	2.96		
		33 -2000	DUE TO POOLED CASH	54,740.88-*				
		33 -2130	STATE SALES TAX PAYABLE	4,408.91				
		33 -2630	HEALTH INSURANCE	3,026.27				
		33 -561-5510	HEALTH INSURANCE	5,275.35	68,052	16,709.77		
		33 -561-6100	ELECTRICITY	10,627.85	130,000	36,979.79		
		33 -561-6110	GAS	601.03	15,000	4,886.96		

PACKET: 27501 OCTOBER 2023 DRAFT

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	
** G/L ACCOUNT TOTALS **								
BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
		33 -562-5510	HEALTH INSURANCE	6,055.95	125,596	65,494.60		
		33 -562-6100	ELECTRICITY	88.27	2,000	844.01		
		33 -562-6110	GAS	103.91	5,000	1,712.71		
		33 -562-7490	OTHER SMALL TOOLS & EQUI	123.72	5,000	5,905.97-	Y	
		33 -563-5510	HEALTH INSURANCE	1,231.94	15,896	3,575.52		
		33 -563-6030	TELEPHONE	140.38	1,000	264.22-	Y	
		33 -563-6031	INTERNET	494.70	3,000	406.81		
		33 -563-6290	OTHER TAXES	1,595.70	30,000	179.29-	Y	
		33 -563-6490	OTHER PROFESSIONAL SERVI	6,810.00	90,000	85,977.50-	Y	
		33 -564-5510	HEALTH INSURANCE	2,642.13	34,026	8,905.48		
		33 -564-6030	TELEPHONE	58.83	2,500	1,328.14		
		33 -564-6100	ELECTRICITY	10,651.16	180,000	71,573.31		
		33 -564-6110	GAS	0.00	6,000	1,044.07		
		33 -565-5510	HEALTH INSURANCE	470.02	6,043	1,341.05		
		33 -565-6100	ELECTRICITY	334.76	9,500	4,176.63		
		37 -2000	DUE TO POOLED CASH	5,488.29-*				
		37 -2630	HEALTH INSURANCE	791.81				
		37 -501-5510	HEALTH INSURANCE	3,879.14	91,709	56,190.06		
		37 -501-6030	TELEPHONE	45.11	0	406.26-	Y	
		37 -501-6031	INTERNET	645.76	3,000	378.20-	Y	
		37 -501-6100	ELECTRICITY	85.23	3,500	2,734.53		
		37 -501-6110	GAS	0.00	3,500	581.56		
		37 -501-7490	OTHER SMALL TOOLS & EQUI	41.24	2,500	802.73		
		41 -2000	DUE TO POOLED CASH	1,730.41 *				
		41 -400-4990	*NON-EXPENSE	1,730.41-	0	17,826.50		
		49 -2000	DUE TO POOLED CASH	285.64-*				
		49 -501-6100	ELECTRICITY	273.03	0	395.60-	Y	
		49 -501-6110	GAS	12.61	0	262.98-	Y	
		51 -2000	DUE TO POOLED CASH	54.25-*				
		51 -501-6100	ELECTRICITY	54.25	0	274.18-	Y	
		53 -2000	DUE TO POOLED CASH	13,985.89-*				
		53 -2630	HEALTH INSURANCE	290.78				
		53 -501-5510	HEALTH INSURANCE	2,816.60	0	28,168.50-	Y	
		53 -501-6030	TELEPHONE	218.80	0	4,775.66-	Y	
		53 -501-6100	ELECTRICITY	8,944.05	0	77,070.57-	Y	
		53 -501-6110	GAS	571.87	0	6,732.65-	Y	
		53 -501-6120	CABLE	1,102.55	0	12,099.88-	Y	
		53 -501-7490	OTHER SMALL TOOLS & EQUI	41.24	0	170.74-	Y	
		54 -501-6100	ELECTRICITY	0.00	0	1,073.88-	Y	
		54 -501-6110	GAS	0.00	0	734.42-	Y	
		54 -501-7180	OTHER BUILDING SUPPLIES	0.00	0	104.79-	Y	
		55 -501-6100	ELECTRICITY	0.00	0	119.51-	Y	

PACKET: 27501 OCTOBER 2023 DRAFT
VENDOR SET: 01 City of Independence+
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		ITM DATE	GROSS		P.O. #	--ACCOUNT NAME--		DISTRIBUTION		
		BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT					
** G/L ACCOUNT TOTALS **										
BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
		56 -2000	DUE TO POOLED CASH	1,864.70-*						
		56 -501-6030	TELEPHONE	387.53	0	3,484.06-	Y			
		56 -501-6100	ELECTRICITY	1,285.39	0	8,917.71-	Y			
		56 -501-6110	GAS	191.78	0	3,145.51-	Y			
		57 -2000	DUE TO POOLED CASH	66.80-*						
		57 -501-6100	ELECTRICITY	37.70	0	297.94-	Y			
		57 -501-6110	GAS	29.10	0	1,255.40-	Y			
		64 -2000	DUE TO POOLED CASH	145.01-*						
		64 -501-6100	ELECTRICITY	46.12	0	651.45-	Y			
		64 -501-6110	GAS	98.89	0	680.73-	Y			
		99 -1600	DUE FROM OTHER FUNDS	236,817.61 *						
		99 -2550	DUE TO FNB OMAHA - CC	25,390.76						
			** 2023 YEAR TOTALS	262,208.37						

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

** END OF REPORT **

NOVEMBER 2023 DRAFT

\$ 162,095.56

PACKET: 27555 NOVEMBER 2023 DRAFT

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
=====						
01-002112	ADVANCE INSURANCE COMPANY					
I-45189509-DRAFT	11/30/2023	NOVEMBER 2023 LIFE INSURANCE	287.32			
	AP	DRAFT DISC: 11/30/2023		1099: N		
		LIFE INSURANCE		01 501-5510	HEALTH INSURANC	11.20
		LIFE INSURANCE		01 502-5510	HEALTH INSURANC	2.80
		LIFE INSURANCE		01 511-5510	HEALTH INSURANC	13.03
		LIFE INSURANCE		01 521-5510	HEALTH INSURANC	53.20
		LIFE INSURANCE		01 522-5510	HEALTH INSURANC	2.80
		LIFE INSURANCE		01 526-5510	HEALTH INSURANC	56.00
		LIFE INSURANCE		01 533-5510	HEALTH INSURANC	11.20
		LIFE INSURANCE		01 541-5510	HEALTH INSURANC	11.20
		LIFE INSURANCE		01 542-5510	HEALTH INSURANC	16.80
		LIFE INSURANCE		01 545-5510	HEALTH INSURANC	2.80
		LIFE INSURANCE		01 547-5510	HEALTH INSURANC	5.60
		LIFE INSURANCE		01 548-5510	HEALTH INSURANC	1.83
		LIFE INSURANCE		31 501-5510	HEALTH INSURANC	2.80
		LIFE INSURANCE		33 561-5510	HEALTH INSURANC	21.43
		LIFE INSURANCE		33 562-5510	HEALTH INSURANC	22.40
		LIFE INSURANCE		33 563-5510	HEALTH INSURANC	2.80
		LIFE INSURANCE		33 564-5510	HEALTH INSURANC	11.20
		LIFE INSURANCE		33 565-5510	HEALTH INSURANC	2.80
		LIFE INSURANCE		37 501-5510	HEALTH INSURANC	15.83
		LIFE INSURANCE		53 501-5510	HEALTH INSURANC	19.60
		=== VENDOR TOTALS ===	287.32			
=====						
01-035889	AT&T					
I-NOV 23-DRAFT	11/30/2023	AT&T PHONE BILL	10,528.77			
	AP	DRAFT DISC: 11/30/2023		1099: N		
		316 140-9963 880 2		01 501-8690	CAPITAL OUTLAY	421.02
		620 331-1312 446 1		53 501-6030	TELEPHONE	171.09
		620 331-2202 978 4		56 501-6030	TELEPHONE	389.78
		316 A08-0720 511 6		08 501-8690	PROJECT COST	2,302.01
		913 A19-0693 823 9		01 509-6030	TELEPHONE	6,184.17
		620 331-5980 213 7		01 509-6030	TELEPHONE	114.11
		620 331-9021 312 0		08 501-8690	PROJECT COST	568.62
		620332-1703 489 7		01 509-6030	TELEPHONE	377.97
		=== VENDOR TOTALS ===	10,528.77			
=====						
01-036623	AT&T					
I-NOV 23-DRAFT	11/30/2023	AT&T PHONE BILL	8,846.46			
	AP	DRAFT DISC: 11/30/2023		1099: N		
		831-001-2202 636		01 509-6031	INTERNET	8,846.46
		=== VENDOR TOTALS ===	8,846.46			

PACKET: 27555 NOVEMBER 2023 DRAFT

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
=====							
01-036926	AT&T LONG DISTANCE						
I-861850574	11/23	11/30/2023	AT&T LONG DISTANCE	496.62			
	AP	DRAFT	DISC: 11/30/2023		1099: N		
		AT&T LONG DISTANCE			01 509-6030	TELEPHONE	496.62
		=== VENDOR TOTALS ===		496.62			
=====							
01-034736	AT&T MOBILITY						
I-287321871263	11/23	11/30/2023	AT&T MOBILITY	3.24			
	AP	DRAFT	DISC: 11/30/2023		1099: N		
		AT&T MOBILITY			01 509-6030	TELEPHONE	3.24
I-NOV 23-DRAFT	11/30/2023	OCT 2023 BILLING		386.16			
	AP	DRAFT	DISC: 11/30/2023		1099: N		
		WIRELESS			01 509-6030	TELEPHONE	386.16
I-NOV 23-FIRSTNET	11/30/2023	FIRST NET		2,630.69			
	AP	DRAFT	DISC: 11/30/2023		1099: N		
		FIRE BLDG INSPECTOR			01 526-6030	TELEPHONE	50.27
		MEMORIAL HALL			01 547-6030	TELEPHONE	45.21
		PARK & ZOO DIRECTOR			01 541-6030	TELEPHONE	45.21
		CEMETERY SEXTON			01 545-6030	TELEPHONE	45.21
		911 CENTER			01 509-6030	TELEPHONE	45.21
		WATER SEWER			33 564-6030	TELEPHONE	22.09
		ZOO SUPERVISOR			01 542-6030	TELEPHONE	45.21
		AIRPORT			31 501-6030	TELEPHONE	32.12
		CODE ENFORCEMENT HOTSPOT			01 527-6030	TELEPHONE	41.24
		IPAD 6 STREET			01 533-7690	OTHER OPERATION	41.24
		IPAD 5 STREETS			01 533-7490	OTHER SMALL TOO	41.24
		POLICE DETECTIVES			01 521-6030	TELEPHONE	45.21
		POLICE SUPERVISOR PHONE			01 521-6030	TELEPHONE	45.21
		FIRE/EMS MED 3			01 526-6030	TELEPHONE	50.27
		FIRE/EMS MED 2			01 526-6030	TELEPHONE	50.27
		FIRE/EMS MED 1			01 526-6030	TELEPHONE	50.27
		IPAD 4 METER READERS			33 562-7490	OTHER SMALL TOO	41.24
		WATER SEWER			33 563-6030	TELEPHONE	45.21
		IPAD 3 METER READER			33 562-7490	OTHER SMALL TOO	41.24
		RIVERSIDE PARK			01 541-6030	TELEPHONE	32.12
		WWTP HOTSPOT			33 564-6030	TELEPHONE	41.24
		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	45.21
		STREET			01 533-6030	TELEPHONE	45.21
		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	50.27
		ANIMAL CONTROL			01 522-6030	TELEPHONE	50.27
		FIRE EMS			01 526-6030	TELEPHONE	41.24
		AIRPORT ONCALL PHONE			31 501-6030	TELEPHONE	50.27

PACKET: 27555 NOVEMBER 2023 DRAFT

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 **)				
		BACK UP CITY		01 509-6030	TELEPHONE	45.21
		PENN TERRACE ONCALL		53 501-6030	TELEPHONE	17.83
		METER READER		33 563-6030	TELEPHONE	50.27
		CODE ENFORCEMENT		01 526-6030	TELEPHONE	45.21
		5 CITY OF INDY		01 509-6030	TELEPHONE	41.24
		SANITATION SUPERVISOR		37 501-6030	TELEPHONE	45.21
		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
		IPAD SANITATION		37 501-7490	OTHER SMALL TOO	41.24
		IPAD 2 HOUSING		53 501-7490	OTHER SMALL TOO	41.24
		POLICE DETECTIVE		01 509-6030	TELEPHONE	50.27
		FIRE/EMS MED 4		01 526-6030	TELEPHONE	50.27
		MEDIC 4		01 526-6030	TELEPHONE	50.27
		ON CALL STREETS		01 533-6030	TELEPHONE	50.27
		INDEPENDENCE SCHOOL		01 521-6030	TELEPHONE	41.24
		ENGINEER		33 563-6030	TELEPHONE	45.21
		BACK UP 1 CITY		01 509-6030	TELEPHONE	45.21
		IPAD 3 PARK		01 541-7490	OTHER SMALL TOO	41.24
		AIRPORT BLDG HOT SPOT		31 501-6030	TELEPHONE	41.24
		POLICE SGT		01 521-6030	TELEPHONE	45.21
		IPAD 1 WATER/SEWER		33 562-7490	OTHER SMALL TOO	41.24
		IPAD 2 PARK		01 541-7490	OTHER SMALL TOO	41.24
		IPAD1 PARK		01 541-7490	OTHER SMALL TOO	41.24
		IPAD 4 PARK		01 541-7490	OTHER SMALL TOO	41.24
		POLICE TABLET		01 521-6030	TELEPHONE	41.24
		POLICE DETECTIVE ON CALL		01 521-6030	TELEPHONE	45.21
		=== VENDOR TOTALS ===	3,020.09			

01-033052 ATMOS ENERGY

I-1123-DRAFT	11/30/2023	ATMOS OCT/NOV 23 DRAFT	5,148.27			
AP	DRAFT	DISC: 11/30/2023	1099: N			
		1822 WELLS DR/3019022575	01 541-6110	GAS		83.90
		1729 N 5TH ST/3019023770	01 545-6110	GAS		270.57
		700 N CR 4100 ST/3019595662	33 564-6110	GAS		223.00
		436 A ST/3019650851	31 501-6110	GAS		91.24
		498 FREEDOM DR/3019651305	31 501-6110	GAS		86.01
		100 FREEDOM DR/3018498000	31 501-6110	GAS		79.03
		3317 CR 3600/4020903315	31 501-6110	GAS		79.03
		401 S PENN AVE/3019687189	53 501-6110	GAS		567.01
		129 S 19TH ST/4015321347	64 501-6110	GAS		98.89
		128 S 21ST ST/3020070314	37 501-6110	GAS		57.22
		500 W RAILROAD ST/3012073069	33 562-6110	GAS		102.91
		900 N 9TH ST/3012036484	01 533-6110	GAS		317.96
		900 W MYRTLE ST/4019320395	01 526-6110	GAS		129.39
		408 1/2 S 8TH ST/3012316332	57 501-6110	GAS		29.10
		520 E OAK ST/3018012551	33 561-6110	GAS		821.83

PACKET: 27555 NOVEMBER 2023 DRAFT

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 **)				
		912 COFFEYVILLE/3020383432		56 501-6110	GAS	45.53
		916 E CEDAR ST/3020383914		56 501-6110	GAS	56.15
		915 E EDISON ST/3020383683		56 501-6110	GAS	39.73
		920 E CEDAR ST/3020383254		56 501-6110	GAS	36.84
		1412 N 5TH ST/3018086660		01 541-6110	GAS	516.24
		1412 N 5TH ST/3018086660		01 541-6110	GAS	0.00
		MEMORIAL HALL		01 547-6110	GAS	270.31
		BLDG D		01 548-6110	GAS	531.03
		1736 N 5TH ST/3015903595		01 541-6110	GAS	176.33
		108 E CHESTNUT/4002958158		01 547-6110	GAS	0.00
		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
		225 E MAIN ST/3055236937		01 548-6110	GAS	83.65
		225 E MAIN ST/3055236937		01 526-6110	GAS	0.00
		120 N 6TH ST/3057426755		01 504-6110	GAS	300.45
		718 N 13TH/3051385097		49 501-6110	GAS	0.00
		923 E CEDAR ST B/3045733605		49 501-6110	GAS	0.00
		922 COFFEYVILLE C/3060906079		49 501-6110	GAS	54.92
		704 N 13TH ST/3046142064		49 501-6110	GAS	0.00
		704 N 13TH ST/3046142064		49 501-6110	GAS	0.00
		1009 E CEDAR ST UNIT B/3059994		49 501-6110	GAS	0.00
		=== VENDOR TOTALS ===	5,148.27			
=====						
01-037221	BAY BRIDGE ADM, LLC					
I-OCT 23-DRAFT	11/30/2023	OCTOBER 2023 BENEFITS	541.64			
	AP	DRAFT DISC: 11/30/2023		1099: N		
		GENERAL HEALTHCARE FLEX		01 2588	HEALTHCARE FLEX	458.32
		WATER/SEWER HEALTHCARE FLEX		33 2588	HEALTHCARE FLEX	0.00
		SANITATION HEALTHCARE FLEX		37 2588	HEALTHCARE FLEX	83.32
		HOUSING HEALTHCARE FLEX		53 2588	HEALTHCARE FLEX	0.00
I-SEP 23-DRAFT	11/30/2023	SEPTEMBER 2023 BENEFITS	541.64			
	AP	DRAFT DISC: 11/30/2023		1099: N		
		GENERAL HEALTHCARE FLEX		01 2588	HEALTHCARE FLEX	458.32
		WATER/SEWER HEALTHCARE FLEX		33 2588	HEALTHCARE FLEX	0.00
		SANITATION HEALTHCARE FLEX		37 2588	HEALTHCARE FLEX	83.32
		HOUSING HEALTHCARE FLEX		53 2588	HEALTHCARE FLEX	0.00
		=== VENDOR TOTALS ===	1,083.28			

PACKET: 27555 NOVEMBER 2023 DRAFT

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
=====						
01-036634	BAY BRIDGE ADMINISTRATORS, LLC					
I-OCT 23-DRAFT	11/30/2023	OCTOBER 2023 BENEFITS	2,065.18			
	AP	DRAFT DISC: 11/30/2023		1099: N		
		GENERAL CANCER		01 2591	CANCER INS PAYA	103.14
		WATER/SEWER CANCER		33 2591	CANCER INS PAYA	56.44
		GENERAL ACCIDENTAL DEATH		01 2592	ACCIDENTAL DEAT	0.00
		WATER/SEWER ACC DEATH		33 2592	ACCIDENTAL DEAT	24.90
		GENERAL ST DISABILITY		01 2593	SHORT TERM DISA	139.58
		HOUSING ST DISABILITY		53 2593	SHORT TERM DISA	56.30
		GENERAL ST DISABILITY		37 2593	SHORT TERM DISA	53.06
		GENERAL TERM LIFE		01 2594	TERM LIFE INSUR	153.06
		WATER/SEWER TERM LIFE		33 2594	TERM LIFE INSUR	0.00
		HOUSING TERM LIFE		53 2594	TERM LIFE INSUR	18.00
		GENERAL MASA		01 2600	MASA_EMERGENT A	308.00
		WATER/SEWER MASA		33 2600	MASA_EMERGENT I	56.00
		WATER/SEWER MASA		31 2600	MASA_EMERGENT I	14.00
		GENERAL VISION		01 2587	VISION PLAN PAY	754.08
		WATER/SEWER VISION		33 2587	VISION PLAN PAY	211.58
		SANITATION VISION		37 2587	VISION PLAN PAY	72.00
		HOUSING VISION		53 2587	VISION PLAN PAY	33.80
		AIRPORT VISION		31 2587	VISION PLAN PAY	11.24
I-SEP 23-DRAFT	11/30/2023	SEPTEMBER 2023 BENEFITS	2,079.18			
	AP	DRAFT DISC: 11/30/2023		1099: N		
		GENERAL CANCER		01 2591	CANCER INS PAYA	103.14
		WATER/SEWER CANCER		33 2591	CANCER INS PAYA	56.44
		GENERAL ACCIDENTAL DEATH		01 2592	ACCIDENTAL DEAT	0.00
		WATER/SEWER ACC DEATH		33 2592	ACCIDENTAL DEAT	24.90
		GENERAL ST DISABILITY		01 2593	SHORT TERM DISA	139.58
		HOUSING ST DISABILITY		53 2593	SHORT TERM DISA	56.30
		GENERAL ST DISABILITY		37 2593	SHORT TERM DISA	53.06
		GENERAL TERM LIFE		01 2594	TERM LIFE INSUR	153.06
		WATER/SEWER TERM LIFE		33 2594	TERM LIFE INSUR	0.00
		HOUSING TERM LIFE		53 2594	TERM LIFE INSUR	18.00
		GENERAL MASA		01 2600	MASA_EMERGENT A	322.00
		WATER/SEWER MASA		33 2600	MASA_EMERGENT I	56.00
		WATER/SEWER MASA		31 2600	MASA_EMERGENT I	14.00
		GENERAL VISION		01 2587	VISION PLAN PAY	754.08
		WATER/SEWER VISION		33 2587	VISION PLAN PAY	211.58
		SANITATION VISION		37 2587	VISION PLAN PAY	72.00
		HOUSING VISION		53 2587	VISION PLAN PAY	33.80
		AIRPORT VISION		31 2587	VISION PLAN PAY	11.24
=== VENDOR TOTALS ===			4,144.36			

PACKET: 27555 NOVEMBER 2023 DRAFT

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
=====						
01-035464	CONOCO-PHILLIPS FLEET SERVICES					
I-92978186-STATEMENT	11/30/2023	OCT2023/NOV 2023 DRAFT	231.11			
AP	DRAFT	DISC: 11/30/2023		1099: N		
	REACTIVATION FEE			01 509-6300	MEMBERSHIP DUES	0.00
	M HAMILTON			01 526-7200	GASOLINE	144.27
	D. COWAN FUEL			01 526-7200	GASOLINE	0.00
	L. HELKENBERG			01 521-7200	GASOLINE	0.00
	MEDIC 3			01 526-7200	GASOLINE	0.00
	D BRYANT			01 521-7200	GASOLINE	24.90
	HARRISON			01 521-7200	GASOLINE	61.94
=== VENDOR TOTALS ===			231.11			
=====						
01-037586	DIRECTV					
I-NOV 23-DRAFT	11/30/2023	OCT/NOV DIRECTV	1,102.55			
AP	DRAFT	DISC: 11/30/2023		1099: N		
	DIRECTV			53 501-6120	CABLE	1,102.55
=== VENDOR TOTALS ===			1,102.55			
=====						
01-032855	EVERGY					
I-NOV 2023-03579362611	11/30/2023	EVERGY OCT 23/NOV 23 DRAFT	70,584.01			
AP	DRAFT	DISC: 11/30/2023		1099: N		
	121 E RR-SKATEPARK/2910510004			01 541-6100	ELECTRICITY	23.87
	300 E OAK FOUNTAIN/2539907547			01 541-6100	ELECTRICITY	87.02
	520 E OAK WP PAD/4683491487			33 561-6100	ELECTRICITY	8,603.25
	921 HACKNEY WT/9188501367			33 561-6100	ELECTRICITY	45.06
	204 W RAILROAD POLE/6619221926			01 533-6100	ELECTRICITY	31.90
	3600-WEST/2331053208			31 501-6100	ELECTRICITY	402.38
	111 N 6TH/2786658564			01 533-6100	ELECTRICITY	44.99
	300 W RAILROAD/7705718375			33 562-6100	ELECTRICITY	99.33
	900 BIRDIE DR/7627895575			33 565-6100	ELECTRICITY	31.93
	2814 W MAIN/0881894506			01 533-6100	ELECTRICITY	25.59
	2500 W MAIN SIGN/3786624925			01 533-6100	ELECTRICITY	66.36
	S PENN ROAD/7710516936			01 533-6100	ELECTRICITY	22.73
	TRAFFIC LIGHTS 13TH & LAUREL			01 533-6100	ELECTRICITY	10.68
	130 E MAIN/7665453535			01 533-6100	ELECTRICITY	43.35
	1230 N PENN SIGNAL/7700766013			01 533-6100	ELECTRICITY	40.26
	131 N 10TH SIG LGT/2156512740			01 533-6100	ELECTRICITY	48.44
	101 S 10TH SIG LTS/0217020285			01 533-6100	ELECTRICITY	45.37
	3354 HWY 160 SIGN/8400515520			01 533-6100	ELECTRICITY	22.73
	229 N 10TH SIG LTS/6748863029			01 533-6100	ELECTRICITY	42.61
	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	91.18
	1300 S 17TH - RR #2/7721529010			33 561-6100	ELECTRICITY	122.38
	WATER TOW COLLEGE/7710547691			33 561-6100	ELECTRICITY	114.93
	109 S 21ST/7795783655			33 562-6100	ELECTRICITY	24.54
	320 W RAILROAD/7705779896			33 561-6100	ELECTRICITY	214.08

PACKET: 27555 NOVEMBER 2023 DRAFT

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 **)				
		WATER TOWER - no/3320068847	33	561-6100	ELECTRICITY	29.89
		150 4TH AVE/3702359441	33	561-6100	ELECTRICITY	283.12
		2820 N 24TH/7797567739	33	565-6100	ELECTRICITY	47.24
		2800 N 10TH/7769852974	33	565-6100	ELECTRICITY	139.19
		RR4 MORNINGSIDE/7738447014	33	565-6100	ELECTRICITY	24.85
		824 E MYRTLE/7681541012	33	565-6100	ELECTRICITY	28.99
		2900 CROWN DR/4245643827	33	565-6100	ELECTRICITY	26.21
		2201 W SYAMORE SW L/7765528048	33	564-6100	ELECTRICITY	55.84
		WATER/SEWAGE RT 4/7758071892	33	564-6100	ELECTRICITY	7,437.05
		1021 TAYLOR SEWER/7405880245	33	564-6100	ELECTRICITY	45.60
		3319 CR 3600/8847385280	33	564-6100	ELECTRICITY	141.25
		1600 W MAPLE/6551883497	01	523-6100	ELECTRICITY	24.75
		SIRENS 6TH&MYRTLE/7749120739	01	523-6100	ELECTRICITY	110.37
		18TH & CIRCLE SIREN/4196849826	01	523-6100	ELECTRICITY	24.40
		10TH & MAPLE SIREN/1863475148	01	523-6100	ELECTRICITY	26.15
		321 S 16TH SIREN/7439441967	01	523-6100	ELECTRICITY	25.64
		2ND & BIRCH SIREN/2561174269	01	523-6100	ELECTRICITY	24.78
		2200 W LAUREL SIREN/8769657587	01	523-6100	ELECTRICITY	50.89
		2412 N 10TH SIREN/7635856902	01	523-6100	ELECTRICITY	28.15
		200 WESTMINSTER/1387340884	01	523-6100	ELECTRICITY	25.81
		140 N 6TH CITY HALL/7806119010	01	504-6100	ELECTRICITY	2,505.07
		2814 W MAIN/4682460184	01	504-6100	ELECTRICITY	24.60
		466 F STREET/4342013463	31	501-6100	ELECTRICITY	27.54
		3615 CR 3300/7624019813	31	501-6100	ELECTRICITY	22.73
		466 FREEDOM DR/9667367883	31	501-6100	ELECTRICITY	268.99
		INDEP AIR BASE/3396395844	31	501-6100	ELECTRICITY	39.86
		INDEP AIR BASE/3237539966	31	501-6100	ELECTRICITY	53.33
		100 A STREET/8822551304	31	501-6100	ELECTRICITY	349.05
		INDEP AIR BASE/0567052448	31	501-6100	ELECTRICITY	46.20
		RR1 AWOS SITE/7549621924	31	501-6100	ELECTRICITY	32.16
		1700 N PENNCEMETERY/7631402211	01	545-6100	ELECTRICITY	78.30
		RT RD CEMETERY/7738416251	01	545-6100	ELECTRICITY	68.18
		EAST MAUSOLEUM/4049141848	01	545-6100	ELECTRICITY	31.65
		1690 OVERLOOK DR/0713871660	33	561-6100	ELECTRICITY	58.55
		110 E MYRTLE ALY 4/9176640368	01	533-6100	ELECTRICITY	47.42
		111 E MYRTLE ALY 3/6008648446	01	533-6100	ELECTRICITY	32.07
		113 E LAUREL ALY 5/2938533747	01	533-6100	ELECTRICITY	38.25
		112 E LAUREL ALY 6/3515450168	01	533-6100	ELECTRICITY	87.34
		113 W MAIN ALLEY/0716572762	01	533-6100	ELECTRICITY	23.87
		225 E MAIN/1926226549	01	528-6100	ELECTRICITY	187.19
		102 W CHESTNUT/0425275047	01	533-6100	ELECTRICITY	70.06
		112 E MAIN ALLEY #2/0665333086	01	533-6100	ELECTRICITY	42.27
		112 W LAUREL ALLEY/9955437429	01	533-6100	ELECTRICITY	40.35
		113 W LAUREL ALLEY/3323646263	01	533-6100	ELECTRICITY	49.02
		113 W MYRTLE ALLEY/8564039307	01	533-6100	ELECTRICITY	51.11
		112 W MAIN ALLEY/5687095026	01	533-6100	ELECTRICITY	37.51
		112 W MYRTLE ALLEY/7783054069	01	533-6100	ELECTRICITY	53.19
		CITY HALL N 120/7634447454	01	547-6100	ELECTRICITY	6,647.05
		430 N PENN AVE/4208974247	01	547-6100	ELECTRICITY	60.93
		431 N 6TH STREET/8440627385	01	547-6100	ELECTRICITY	49.98
		RIVERSIDE PARK/7623896772	01	541-6100	ELECTRICITY	2,686.43

PACKET: 27555 NOVEMBER 2023 DRAFT

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
01-032855	EVERGY	(** CONTINUED **)				
		ZOO SHELTER STORAGE/5436316563		01 541-6100	ELECTRICITY	71.04
		125 S 21 ST STREET/7795845178		37 501-6100	ELECTRICITY	83.30
		1301 N 5TH - POOL/6222945624		01 541-6100	ELECTRICITY	237.47
		401 S PENN/7694490971		53 501-6100	ELECTRICITY	7,133.21
		920 E CEDAR ST/8186251000		56 501-6100	ELECTRICITY	85.82
		916 E CEDAR ST 1/6591851000		56 501-6100	ELECTRICITY	57.56
		916 E CEDAR ST 2/7591851000		56 501-6100	ELECTRICITY	121.20
		916 E CEDAR ST 3/8591851000		56 501-6100	ELECTRICITY	95.96
		915 E EDDISON/8082551000		56 501-6100	ELECTRICITY	143.45
		912E COFFEYVILLE/5082551000		56 501-6100	ELECTRICITY	215.20
		408 S 8TH ST/3107290589		57 501-6100	ELECTRICITY	16.30
		400 S PENN AVE/5325357609		51 501-6100	ELECTRICITY	23.62
		312 N 8TH ST/2798433148		01 509-6100	ELECTRICITY	24.06
		113 N 6TH ST SIREN/2776650243		01 534-6100	ELECTRICITY	25.81
		108 E CHESTNUT ST/0191053666		01 547-6100	ELECTRICITY	26.86
		106 E CHESTNUT/1866349485		01 547-6100	ELECTRICITY	27.80
		WALD SEWER LIFT/6652024823		33 564-6100	ELECTRICITY	513.59
		WALD SEWER LIFT/6652024823		33 564-6100	ELECTRICITY	0.00
		951 S CEMENT/9038147320		33 564-6100	ELECTRICITY	892.62
		STREET LIGHTS/0674286401		01 534-6100	ELECTRICITY	13,324.88
		816 W MYRTLE SAL/5688602703		01 548-6100	ELECTRICITY	183.28
		401 N 10TH ST/8335679740		01 534-6100	ELECTRICITY	40.31
		800 W MYRTLE SAL/2522536949		01 548-6100	ELECTRICITY	6,709.27
		800 W MYRTLE ST CEP/9452238148		01 548-6100	ELECTRICITY	6,637.88
		129 S 19TH ST/9626520026		64 501-6100	ELECTRICITY	38.91
		605 N 15TH ST SIREN/6689151886		01 534-6100	ELECTRICITY	26.12
		4195 HWY 160/7321944706		01 509-6100	ELECTRICITY	22.73
		1736 N 5TH/3261345447		01 541-6100	ELECTRICITY	40.15
		313 CEMENT/3470051000		54 501-6100	ELECTRICITY	0.00
		1017 E WALNUT/4286941000		54 501-6100	ELECTRICITY	0.00
		704 N 13TH/1864061000		49 501-6100	ELECTRICITY	0.00
		714 N 13TH ST/0996061000		49 501-6100	ELECTRICITY	103.75
		702 N 13TH ST/7896061000		49 501-6100	ELECTRICITY	58.82
		922 CEOFFEYVILLE AVE C/7266061		49 501-6100	ELECTRICITY	0.00
		710N 13TH/9896061000		49 501-6100	ELECTRICITY	70.61
		1013 E WALNUT/0286941000		54 501-7180	OTHER BUILDING	0.00
		1002 COFFEYVILLE/9166061000		49 501-6100	ELECTRICITY	0.00
		951 S CEMENT/9038147320		33 564-6100	ELECTRICITY	0.00
		120 N 6TH ST/6520366566		01 504-6100	ELECTRICITY	0.00
		120 N 6TH TRL/1606024298		01 504-6100	ELECTRICITY	0.00
		900 W MYRTLE/8333419265		01 526-6100	ELECTRICITY	770.45
		1003 E CEDAR ST/1912033063		49 501-6100	ELECTRICITY	0.00
		404 S EARL ST/9323390996		55 501-6100	ELECTRICITY	0.00
		=== VENDOR TOTALS ===		70,584.01		

PACKET: 27555 NOVEMBER 2023 DRAFT

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
=====									
01-037209 FIRST NATIONAL BANK OF OMAHA									
I-NOV 23-STATEMENT	11/30/2023	OCT 23/NOV 23	DRAFT		21,078.97				
	AP	DRAFT	DISC: 11/30/2023			1099: N			
		NOVEMBER 2022	CC	STMT		99 2550	DUE TO FNB OMAH	21,078.97	
		=== VENDOR TOTALS ===			21,078.97				
=====									
01-037526 GLOBAL PAYMENTS INTEGRATED									
I-1123-DRAFT	11/30/2023	OCT 2023	CC/NOV 2023	DRAFT	7,556.51				
	AP	DRAFT	DISC: 11/30/2023			1099: N			
		UTILITY B				33 563-6490	OTHER PROFESSIO	6,007.52	
		UTILITY B				33 563-6490	OTHER PROFESSIO	544.41	
		UTILITY MISC				33 563-6490	OTHER PROFESSIO	369.83	
		CITY OF INDY-	RECREATION			01 509-6490	OTHER PROFESSIO	375.80	
		CITY OF INDY-	EQU RENTAL			01 541-6490	OTHER PROFESSIO	258.95	
		=== VENDOR TOTALS ===			7,556.51				
=====									
01-013110 KANSAS DEPARTMENT OF									
I-OCT 23-DRAFT	11/30/2023	OCTOBER 2023	WATER/FUEL TAX		5,533.72				
	AP	DRAFT	DISC: 11/30/2023			1099: N			
		FUEL SALES TAX				31 2010	CITY SALES TAX	345.21	
		FUEL SALES TAX				31 2030	SALES TAX PAYAB	747.94	
		WATER SALES TAX				33 2130	STATE SALES TAX	3,777.52	
		WATER SALES TAX				33 563-6290	OTHER TAXES	747.31	
		WATER SALES TAX				33 563-6290	OTHER TAXES	0.00	
		FUEL SALES TAX				31 501-6290	OTHER TAXES	84.26CR	
		FUEL SALES TAX				31 501-6290	OTHER TAXES	0.00	
		=== VENDOR TOTALS ===			5,533.72				
=====									
01-013165 KANSAS EMPLOYMENT SECURIT									
I-3QRT 23-DRAFT	11/30/2023	3 QRT 23	UNEMPLOYMENT TAX		1,531.69				
	AP	DRAFT	DISC: 11/30/2023			1099: Y			
		UNEMPLOYMENT TAX				26 501-5610	UNEMPLOYMENT IN	1,087.89	
		UNEMPLOYMENT TAX				31 501-5610	UNEMPLOYMENT IN	14.54	
		UNEMPLOYMENT TAX				33 561-5610	UNEMPLOYMENT IN	100.72	
		UNEMPLOYMENT TAX				33 562-5610	UNEMPLOYMENT IN	82.50	
		UNEMPLOYMENT TAX				33 563-5610	UNEMPLOYMENT IN	26.56	
		UNEMPLOYMENT TAX				33 564-5610	UNEMPLOYMENT IN	35.50	
		UNEMPLOYMENT TAX				33 565-5610	UNEMPLOYMENT IN	16.33	
		UNEMPLOYMENT TAX				37 501-5610	UNEMPLOYMENT IN	72.83	
		UNEMPLOYMENT TAX				53 501-5610	UNEMPLOYMENT IN	94.82	
		PENALTY				01 509-6290	OTHER TAXES	0.00	
		PENALTY REVERSE				01 509-6290	OTHER TAXES	0.00	
		=== VENDOR TOTALS ===			1,531.69				

PACKET: 27555 NOVEMBER 2023 DRAFT

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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
=====						
01-035708	KANSAS STATE TREASURER					
I-141517-DRAFT	11/30/2023	MUNICIPAL COURT REVENUE	1,107.64			
	AP	DRAFT DISC: 11/30/2023		1099: N		
		REINSTATEMENT FEES		01 502-6490	OTHER PROFESSIO	349.34
		JUDICIAL BRANCH DOCKET FEE		01 502-6490	OTHER PROFESSIO	142.44
		JUDICIAL BRANCH EDUCATION FEE		01 502-6490	OTHER PROFESSIO	26.50
		LE TRAINING CENTER FUND		01 502-6490	OTHER PROFESSIO	569.36
		HUMAN TRAFFICKING VICTIM		01 502-6490	OTHER PROFESSIO	20.00
		=== VENDOR TOTALS ===	1,107.64			
=====						
01-037235	KRS					
I-CP315223	11/30/2023	KICK BACK REWARDS SYSTEM	3.40			
	AP	DRAFT DISC: 11/30/2023		1099: Y		
		KICK BACK REWARDS SYSTEM		31 501-7201	PROCESSING FEE	3.40
		=== VENDOR TOTALS ===	3.40			
=====						
01-036644	SECURITY BENEFIT					
I-6360150-DRAFT	11/30/2023	OCTOBER 1ST 2023	4,465.91			
	AP	DRAFT DISC: 11/30/2023		1099: N		
		457 EMPLOYEE CONTRIBUTION		01 2586	SECURITY BENEFI	1,958.41
		457 EMPLOYEE CONTRIBUTION		31 2586	SECURITY BENEFI	0.00
		457 EMPLOYEE CONTRIBUTION		33 2586	SECURITY BENEFI	500.00
		457 EMPLOYEE CONTRIBUTION		37 2586	SECURITY BENEFI	12.50
		457 EMPLOYEE CONTRIBUTION		53 2586	SECURITY BENEFI	125.00
		401A EMPLOYER CONTRIBUTION		26 501-5810	SECURITY BENEFI	1,320.00
		401A EMPLOYERS CONTRIBUTION		31 501-5810	SECURITY BENEFI	0.00
		401A EMPLOYERS CONTRIBUTION		33 563-5810	SECURITY BENEFI	412.50
		401A EMPLOYERS CONTRIBUTION		37 501-5810	SECURITY BENEFI	12.50
		401A EMPLOYERS CONTRIBUTION		53 501-5810	SECURITY BENEFI	125.00
I-6395718-DRAFT	11/30/2023	NOVEMBER 1ST 2023	4,389.68			
	AP	DRAFT DISC: 11/30/2023		1099: N		
		457 EMPLOYEE CONTRIBUTION		01 2586	SECURITY BENEFI	1,957.18
		457 EMPLOYEE CONTRIBUTION		31 2586	SECURITY BENEFI	0.00
		457 EMPLOYEE CONTRIBUTION		33 2586	SECURITY BENEFI	500.00
		457 EMPLOYEE CONTRIBUTION		37 2586	SECURITY BENEFI	12.50
		457 EMPLOYEE CONTRIBUTION		53 2586	SECURITY BENEFI	125.00
		401A EMPLOYER CONTRIBUTION		26 501-5810	SECURITY BENEFI	1,245.00
		401A EMPLOYERS CONTRIBUTION		31 501-5810	SECURITY BENEFI	0.00
		401A EMPLOYERS CONTRIBUTION		33 563-5810	SECURITY BENEFI	412.50
		401A EMPLOYERS CONTRIBUTION		37 501-5810	SECURITY BENEFI	12.50
		401A EMPLOYERS CONTRIBUTION		53 501-5810	SECURITY BENEFI	125.00

PACKET: 27555 NOVEMBER 2023 DRAFT

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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	(** CONTINUED **)				
=====						
I-6452153-DRAFT	11/30/2023	OCTOBER 15TH 2023	4,390.51			
AP	DRAFT	DISC: 11/30/2023		1099: N		
	457	EMPLOYEE CONTRIBUTION		01 2586	SECURITY BENEFI	1,920.51
	457	EMPLOYEE CONTRIBUTION		31 2586	SECURITY BENEFI	0.00
	457	EMPLOYEE CONTRIBUTION		33 2586	SECURITY BENEFI	500.00
	457	EMPLOYEE CONTRIBUTION		37 2586	SECURITY BENEFI	12.50
	457	EMPLOYEE CONTRIBUTION		53 2586	SECURITY BENEFI	125.00
	401A	EMPLOYER CONTRIBUTION		26 501-5810	SECURITY BENEFI	1,282.50
	401A	EMPLOYERS CONTRIBUTION		31 501-5810	SECURITY BENEFI	0.00
	401A	EMPLOYERS CONTRIBUTION		33 563-5810	SECURITY BENEFI	412.50
	401A	EMPLOYERS CONTRIBUTION		37 501-5810	SECURITY BENEFI	12.50
	401A	EMPLOYERS CONTRIBUTION		53 501-5810	SECURITY BENEFI	125.00
=====						
I-6771837-DRAFT	11/30/2023	SEPTEMBER 15TH 2023	4,465.51			
AP	DRAFT	DISC: 11/30/2023		1099: N		
	457	EMPLOYEE CONTRIBUTION		01 2586	SECURITY BENEFI	1,958.01
	457	EMPLOYEE CONTRIBUTION		31 2586	SECURITY BENEFI	0.00
	457	EMPLOYEE CONTRIBUTION		33 2586	SECURITY BENEFI	500.00
	457	EMPLOYEE CONTRIBUTION		37 2586	SECURITY BENEFI	12.50
	457	EMPLOYEE CONTRIBUTION		53 2586	SECURITY BENEFI	125.00
	401A	EMPLOYER CONTRIBUTION		26 501-5810	SECURITY BENEFI	1,320.00
	401A	EMPLOYERS CONTRIBUTION		31 501-5810	SECURITY BENEFI	0.00
	401A	EMPLOYERS CONTRIBUTION		33 563-5810	SECURITY BENEFI	412.50
	401A	EMPLOYERS CONTRIBUTION		37 501-5810	SECURITY BENEFI	12.50
	401A	EMPLOYERS CONTRIBUTION		53 501-5810	SECURITY BENEFI	125.00
=== VENDOR TOTALS ===			17,711.61			
=====						
01-037182	SPARKLIGHT BUSINESS					
=====						
I-112023-DRAFT	11/30/2023	SPARKLIGHT INTERNET/TELEPHONE	1,468.16			
AP	DRAFT	DISC: 11/30/2023		1099: N		
	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
	811 W	LAUREL ST/118509850		01 548-6031	INTERENT	629.25
	1700 N	PENN AVE/112989751		01 545-6490	OTHER PROFESSIO	164.96
	200 W	RAILROAD ST/110667623		01 509-6031	INTERNET	329.78
	MEMORIAL	HALL/110675816		01 547-6031	INTERNET	344.17
	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
	120 N	6TH ST/138817523		01 509-6031	INTERNET	0.00
=== VENDOR TOTALS ===			1,468.16			

PACKET: 27555 NOVEMBER 2023 DRAFT
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-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====							
01-035989	TOTAH COMMUNICATIONS, INC						
I-112023-STATEMENT	11/30/2023	911	PHONE LINES	55.68			
	AP	DRAFT	DISC: 11/30/2023		1099: N		
		911	ELK CITY		08 501-8690	PROJECT COST	27.84
		911	HAVANA		08 501-8690	PROJECT COST	27.84
		===	VENDOR TOTALS ===	55.68			
=====							
01-037328	VERIZON						
I-NOV 23-STATEMENT	11/30/2023	GPS	SERVICES OCT/NOV DRAFT	258.97			
	AP	DRAFT	DISC: 11/30/2023		1099: N		
		GPS	SERVICES DRAFT		01 526-6710	VEHICLE MAINTEN	258.97
		GPS	SERVICES DRAFT		01 521-6490	OTHER PROFESSIO	0.00
		===	VENDOR TOTALS ===	258.97			
=====							
01-035378	VERIZON WIRELESS						
I-9943927382	11/30/2023	VERIZON	WIRELESS	160.06			
	AP	DRAFT	DISC: 11/30/2023		1099: N		
		SE	LIFT STATION PHONE		33 564-6030	TELEPHONE	160.06
		===	VENDOR TOTALS ===	160.06			
=====							
01-037708	WOODRIVER ENERGY LLC.						
I-364944-DRAFT	11/30/2023	NATURAL	GAS	156.31			
	AP	DRAFT	DISC: 11/30/2023		1099: N		
		BUILDING	D		01 548-6110	GAS	66.84
		MEMORIAL	HALL		01 547-6110	GAS	89.47
		===	VENDOR TOTALS ===	156.31			
		===	PACKET TOTALS ===	162,095.56			

PACKET: 27555 NOVEMBER 2023 DRAFT
 VENDOR SET: 01 City of Independence+
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS 162,095.56
 DEBIT MEMO TOTALS 0.00
 CREDIT MEMO TOTALS 0.00

BATCH TOTALS 162,095.56

** G/L ACCOUNT TOTALS **

					=====LINE ITEM=====				=====GROUP BUDGET=====	
BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	2023	01 -2000	DUE TO POOLED CASH	79,257.37-*						
		01 -2586	SECURITY BENEFIT	7,794.11						
		01 -2587	VISION PLAN PAYABLE	1,508.16						
		01 -2588	HEALTHCARE FLEX ACCT PAY	916.64						
		01 -2591	CANCER INS PAYABLE	206.28						
		01 -2592	ACCIDENTAL DEATH & DISME	0.00						
		01 -2593	SHORT TERM DISABILITY PA	279.16						
		01 -2594	TERM LIFE INSURANCE PAYA	306.12						
		01 -2600	MASA_EMERGENT AFTER TAX	630.00						
		01 -501-5510	HEALTH INSURANCE	11.20	43,741	9,544.70				
		01 -501-6030	TELEPHONE	173.99	600	1,139.17-	Y			
		01 -501-8690	CAPITAL OUTLAY	421.02	0	2,105.10-	Y			
		01 -502-5510	HEALTH INSURANCE	2.80	15,896	3,552.22				
		01 -502-6490	OTHER PROFESSIONAL SERVI	1,107.64	12,000	4,082.02-	Y			
		01 -504-6100	ELECTRICITY	2,529.67	50,000	35,816.75				
		01 -504-6110	GAS	300.45	15,000	9,256.12				
		01 -509-6030	TELEPHONE	7,995.61	80,000	22,041.12-	Y			
		01 -509-6031	INTERNET	9,176.24	21,000	20,407.56-	Y			
		01 -509-6100	ELECTRICITY	46.79	500	171.97-	Y			
		01 -509-6290	OTHER TAXES	0.00	0	4,732.50				
		01 -509-6300	MEMBERSHIP DUES	0.00	800	650.00				
		01 -509-6490	OTHER PROFESSIONAL SERVI	375.80	75,000	9,385.77-	Y			
		01 -511-5510	HEALTH INSURANCE	13.03	28,052	6,290.12		352,925	25,097.29	
		01 -511-6030	TELEPHONE	41.24	0	412.40-	Y	352,925	25,069.08	
		01 -521-5510	HEALTH INSURANCE	53.20	247,590	89,102.06				
		01 -521-6030	TELEPHONE	263.32	2,000	630.68-	Y			
		01 -521-6490	OTHER PROFESSIONAL SERVI	0.00	40,000	19,078.75-	Y			
		01 -521-7200	GASOLINE	86.84	28,000	1,581.84				
		01 -522-5510	HEALTH INSURANCE	2.80	15,896	3,533.02				
		01 -522-6030	TELEPHONE	50.27	600	98.03				
		01 -523-6100	ELECTRICITY	340.94	4,000	602.85				
		01 -526-5510	HEALTH INSURANCE	56.00	207,452	87,325.81				
		01 -526-6030	TELEPHONE	388.07	7,000	3,124.31				
		01 -526-6100	ELECTRICITY	770.45	20,000	10,142.34				
		01 -526-6110	GAS	129.39	3,000	5,679.04-	Y			
		01 -526-6710	VEHICLE MAINTENANCE	258.97	40,000	15,613.00				

PACKET: 27555 NOVEMBER 2023 DRAFT

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
** G/L ACCOUNT TOTALS **							
BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET OVER AVAILABLE BUDG
		01 -526-7200	GASOLINE	144.27	35,000	8,755.22	
		01 -527-6030	TELEPHONE	41.24	600	187.60	
		01 -528-6100	ELECTRICITY	187.19	1,500	1,152.62-	Y
		01 -533-5510	HEALTH INSURANCE	11.20	62,078	29,859.56	
		01 -533-6030	TELEPHONE	95.48	1,000	46.56	
		01 -533-6100	ELECTRICITY	1,155.25	19,000	5,890.62	
		01 -533-6110	GAS	317.96	4,000	1,531.23-	Y
		01 -533-7490	OTHER SMALL TOOLS & EQUI	41.24	5,000	10,265.45-	Y
		01 -533-7690	OTHER OPERATIONAL SUPPLI	41.24	10,000	19,967.32-	Y
		01 -534-6100	ELECTRICITY	13,417.12	157,000	21,739.36	
		01 -541-5510	HEALTH INSURANCE	11.20	53,768	12,022.07	
		01 -541-6030	TELEPHONE	77.33	2,000	1,406.73	
		01 -541-6100	ELECTRICITY	3,145.98	60,000	7,401.44	
		01 -541-6110	GAS	776.47	10,000	505.30	
		01 -541-6490	OTHER PROFESSIONAL SERVI	258.95	5,000	10,893.25-	Y
		01 -541-7490	OTHER SMALL TOOLS & EQUI	164.96	5,000	2,268.73	
		01 -542-5510	HEALTH INSURANCE	16.80	59,811	8,662.52	
		01 -542-6030	TELEPHONE	45.21	600	148.53	
		01 -545-5510	HEALTH INSURANCE	2.80	31,793	16,815.58	
		01 -545-6030	TELEPHONE	45.21	500	48.53	
		01 -545-6100	ELECTRICITY	178.13	2,000	9.23-	Y
		01 -545-6110	GAS	270.57	1,377	359.17-	Y
		01 -545-6490	OTHER PROFESSIONAL SERVI	164.96	0	2,114.17-	Y
		01 -547-5510	HEALTH INSURANCE	5.60	12,086	2,703.03	
		01 -547-6030	TELEPHONE	45.21	1,000	548.53	
		01 -547-6031	INTERNET	344.17	4,000	545.64	
		01 -547-6100	ELECTRICITY	6,812.62	80,000	11,442.70	
		01 -547-6110	GAS	359.78	14,000	2,799.56-	Y
		01 -548-5510	HEALTH INSURANCE	1.83	6,043	1,361.48	
		01 -548-6031	INTERENT	629.25	0	6,728.52-	Y
		01 -548-6100	ELECTRICITY	13,530.43	160,219	7,481.57-	Y
		01 -548-6110	GAS	681.52	65,000	988.13-	Y
		08 -2000	DUE TO POOLED CASH	2,926.31-*			
		08 -501-8690	PROJECT COST	2,926.31	0	131,623.37-	Y
		26 -2000	DUE TO POOLED CASH	6,255.39-*			
		26 -501-5610	UNEMPLOYMENT INSURANCE	1,087.89	4,419	2,897.98-	Y
		26 -501-5810	SECURITY BENEFIT	5,167.50	30,000	1,205.00	
		31 -2000	DUE TO POOLED CASH	2,822.53-*			
		31 -2010	CITY SALES TAX PAYABLE	345.21			
		31 -2030	SALES TAX PAYABLE	747.94			
		31 -2586	SECURITY BENEFIT	0.00			
		31 -2587	VISION PLAN PAYABLE	22.48			

PACKET: 27555 NOVEMBER 2023 DRAFT

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
		31 -2600	MASA_EMERGENT INSUR AFTE	28.00		
		31 -501-5510	HEALTH INSURANCE	2.80	12,086	6,408.76- Y
		31 -501-5610	UNEMPLOYMENT INSURANCE	14.54	84	30.87- Y
		31 -501-5810	SECURITY BENEFIT	0.00	1,000	1,000.00
		31 -501-6030	TELEPHONE	164.87	1,000	644.82- Y
		31 -501-6100	ELECTRICITY	1,242.24	12,000	1,048.54- Y
		31 -501-6110	GAS	335.31	4,500	767.30
		31 -501-6290	OTHER TAXES	84.26-	25,000	9,767.24
		31 -501-7201	PROCESSING FEE - FUEL SA	3.40	3,500	14.99
		33 -2000	DUE TO POOLED CASH	36,731.70-*		
		33 -2130	STATE SALES TAX PAYABLE	3,777.52		
		33 -2586	SECURITY BENEFIT	2,000.00		
		33 -2587	VISION PLAN PAYABLE	423.16		
		33 -2588	HEALTHCARE FLEX ACCT PAY	0.00		
		33 -2591	CANCER INS PAYABLE	112.88		
		33 -2592	ACCIDENTAL DEATH & DISME	49.80		
		33 -2594	TERM LIFE INSURANCE PAYA	0.00		
		33 -2600	MASA_EMERGENT INSUR AFTE	112.00		
		33 -561-5510	HEALTH INSURANCE	21.43	68,052	16,688.34
		33 -561-5610	UNEMPLOYMENT INSURANCE	100.72	336	377.66- Y
		33 -561-6100	ELECTRICITY	9,471.26	130,000	27,508.53
		33 -561-6110	GAS	821.83	15,000	4,065.13
		33 -562-5510	HEALTH INSURANCE	22.40	125,596	65,472.20
		33 -562-5610	UNEMPLOYMENT INSURANCE	82.50	462	151.46- Y
		33 -562-6100	ELECTRICITY	123.87	2,000	720.14
		33 -562-6110	GAS	102.91	5,000	1,609.80
		33 -562-7490	OTHER SMALL TOOLS & EQUI	123.72	5,000	6,279.58- Y
		33 -563-5510	HEALTH INSURANCE	2.80	15,896	3,572.72
		33 -563-5610	UNEMPLOYMENT INSURANCE	26.56	84	78.25- Y
		33 -563-5810	SECURITY BENEFIT	1,650.00	8,000	825.00- Y
		33 -563-6030	TELEPHONE	140.69	1,000	404.91- Y
		33 -563-6031	INTERNET	0.00	3,000	406.81
		33 -563-6290	OTHER TAXES	747.31	30,000	1,864.22- Y
		33 -563-6490	OTHER PROFESSIONAL SERVI	6,921.76	90,000	94,268.51- Y
		33 -564-5510	HEALTH INSURANCE	11.20	34,026	8,894.28
		33 -564-5610	UNEMPLOYMENT INSURANCE	35.50	168	87.35- Y
		33 -564-6030	TELEPHONE	223.39	2,500	1,104.75
		33 -564-6100	ELECTRICITY	9,085.95	180,000	62,487.36
		33 -564-6110	GAS	223.00	6,000	821.07
		33 -565-5510	HEALTH INSURANCE	2.80	6,043	1,338.25
		33 -565-5610	UNEMPLOYMENT INSURANCE	16.33	42	64.02- Y
		33 -565-6100	ELECTRICITY	298.41	9,500	3,878.22

PACKET: 27555 NOVEMBER 2023 DRAFT

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		
** G/L ACCOUNT TOTALS **										
BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
		37 -2000	DUE TO POOLED CASH	832.39-*						
		37 -2586	SECURITY BENEFIT	50.00						
		37 -2587	VISION PLAN PAYABLE	144.00						
		37 -2588	HEALTHCARE FLEX ACCT PAY	166.64						
		37 -2593	SHORT TERM DISABILITY PA	106.12						
		37 -501-5510	HEALTH INSURANCE	15.83	91,709	56,174.23				
		37 -501-5610	UNEMPLOYMENT INSURANCE	72.83	462	49.20-	Y			
		37 -501-5810	SECURITY BENEFIT	50.00	1,500	1,325.00				
		37 -501-6030	TELEPHONE	45.21	0	451.47-	Y			
		37 -501-6031	INTERNET	0.00	3,000	378.20-	Y			
		37 -501-6100	ELECTRICITY	83.30	3,500	2,651.23				
		37 -501-6110	GAS	57.22	3,500	524.34				
		37 -501-7490	OTHER SMALL TOOLS & EQUI	41.24	2,500	725.50				
		49 -2000	DUE TO POOLED CASH	288.10-*						
		49 -501-6100	ELECTRICITY	233.18	0	628.78-	Y			
		49 -501-6110	GAS	54.92	0	317.90-	Y			
		51 -2000	DUE TO POOLED CASH	23.62-*						
		51 -501-6100	ELECTRICITY	23.62	0	297.80-	Y			
		53 -2000	DUE TO POOLED CASH	10,408.76-*						
		53 -2586	SECURITY BENEFIT	500.00						
		53 -2587	VISION PLAN PAYABLE	67.60						
		53 -2588	HEALTHCARE FLEX ACCT PAY	0.00						
		53 -2593	SHORT TERM DISABILITY PA	112.60						
		53 -2594	TERM LIFE INSURANCE PAYA	36.00						
		53 -501-5510	HEALTH INSURANCE	19.60	0	28,188.10-	Y			
		53 -501-5610	UNEMPLOYMENT INSURANCE	94.82	0	660.34-	Y			
		53 -501-5810	SECURITY BENEFIT	500.00	0	2,625.00-	Y			
		53 -501-6030	TELEPHONE	234.13	0	5,009.79-	Y			
		53 -501-6100	ELECTRICITY	7,133.21	0	84,203.78-	Y			
		53 -501-6110	GAS	567.01	0	7,299.66-	Y			
		53 -501-6120	CABLE	1,102.55	0	13,202.43-	Y			
		53 -501-7490	OTHER SMALL TOOLS & EQUI	41.24	0	211.98-	Y			
		54 -501-6100	ELECTRICITY	0.00	0	1,073.88-	Y			
		54 -501-6110	GAS	0.00	0	734.42-	Y			
		54 -501-7180	OTHER BUILDING SUPPLIES	0.00	0	104.79-	Y			
		55 -501-6100	ELECTRICITY	0.00	0	119.51-	Y			
		56 -2000	DUE TO POOLED CASH	1,287.22-*						
		56 -501-6030	TELEPHONE	389.78	0	3,873.84-	Y			
		56 -501-6100	ELECTRICITY	719.19	0	9,636.90-	Y			
		56 -501-6110	GAS	178.25	0	3,323.76-	Y			
		57 -2000	DUE TO POOLED CASH	45.40-*						
		57 -501-6100	ELECTRICITY	16.30	0	314.24-	Y			

PACKET: 27555 NOVEMBER 2023 DRAFT
VENDOR SET: 01 City of Independence+
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	BANK CODE	ITM DATE -----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
		57 -501-6110	GAS	29.10	0	1,284.50-	Y			
		64 -2000	DUE TO POOLED CASH	137.80-	*					
		64 -501-6100	ELECTRICITY	38.91	0	690.36-	Y			
		64 -501-6110	GAS	98.89	0	779.62-	Y			
		99 -1600	DUE FROM OTHER FUNDS	141,016.59	*					
		99 -2550	DUE TO FNB OMAHA - CC	21,078.97						
			** 2023 YEAR TOTALS	162,095.56						

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

** END OF REPORT **

PAY PERIOD 11/09/2023

GROSS: \$ 226,216.56

PAYROLL DEDUCTIONS

FEDERAL & FICA

\$ 50,690.77

KPERS DRAFTS OGLI

\$34,232.81

STATE WITHHOLDING

\$ 8,974.01

PAYROLL EMPLOYEE DEDUCTIONS

\$ 13,822.06

PAYROLL NO: 01 City of Independence

PAYROLL DATE: 11/09/2023

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	124	155,991.57
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		

TOTAL CHECKS:	124	155,991.57

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 27505 Payroll Entries-11/09/202
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						
	C-T2 202311064458	KANSAS STATE INCOME TAC	D	11/09/2023		10.81	CR 001420	
	I-T2 202311084459	KANSAS STATE INCOME TAC	D	11/09/2023		8,984.82	001420	8,974.01
032008		KPERS						
	I-01 202311084459	KPERS WITHHELD	D	11/09/2023		9,668.46	001421	
	I-28 202311084459	KPERS WITHHELD	D	11/09/2023		24,564.35	001421	34,232.81
032014		INTERNAL REVENUE SERVICE						
	C-T1 202310124439	FEDERAL INCOME TAX WITHHELD	D	11/09/2023		0.04	CR 001422	
	C-T1 202311064458	FEDERAL INCOME TAX WITHHELD	D	11/09/2023		20.27	CR 001422	
	C-T3 202311064458	FICA WITHHELD	D	11/09/2023		70.68	CR 001422	
	C-T4 202311064458	MEDICARE WITHHELD	D	11/09/2023		16.54	CR 001422	
	I-T1 202311084459	FEDERAL INCOME TAX WITHHELD	D	11/09/2023		17,393.56	001422	
	I-T3 202311084459	FICA WITHHELD	D	11/09/2023		27,073.14	001422	
	I-T4 202311084459	MEDICARE WITHHELD	D	11/09/2023		6,331.60	001422	50,690.77

* * 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:	3	0.00	93,897.59	93,897.59
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	93,897.59	93,897.59

PACKET: 27505 Payroll Entries-11/09/202
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	93,897.59	93,897.59
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	93,897.59	93,897.59

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	11/2023	40,086.65CR
26	11/2023	26,479.93CR
31	11/2023	697.44CR
33	11/2023	16,007.08CR
37	11/2023	4,696.88CR
53	11/2023	5,929.61CR
=====		
ALL		93,897.59CR

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 27510 PAYROLL DEDUCTION 11/9/23

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	922.79CR
** TOTALS **		922.79CR

=====

---- 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	922.79 922.79	922.79CR 0.00	0.00
NON-CHECKS		0.00 0.00	0.00 0.00	0.00
ALL CHECKS	2	922.79 922.79	922.79CR 0.00	0.00

TOTAL CHECKS TO PRINT: 0

=====

ERRORS: 0 WARNINGS: 0

PACKET: 27509 PAYROLL 11/09/2023

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	803.85CR
37	SANITATION	84.92CR
** TOTALS **		888.77CR

----- 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	4	888.77 888.77	888.77CR 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	4	888.77 888.77	888.77CR 0.00	0.00

ERRORS:

0

WARNINGS:

0

PAY PERIOD 11/22/2023

GROSS: \$ 217,349.90

PAYROLL DEDUCTIONS

FEDERAL & FICA

\$ 48,118.52

KPERS DRAFTS

OGLI

\$ 32,789.67

\$ 1,075.26

STATE WITHHOLDING

\$ 8,567.09

PAYROLL EMPLOYEE DEDUCTIONS

\$ 13,716.68

PAYROLL NO: 01 City of Independence

PAYROLL DATE: 11/22/2023

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	117	149,149.11
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		

TOTAL CHECKS:	117	149,149.11

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 27534 Payroll Entries-11/22/202
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 202311204481	KANSAS STATE INCOME TAC	D	11/22/2023		8,567.09	001423	8,567.09
032008		KPERS						
	I-01 202311204481	KPERS WITHHELD	D	11/22/2023		8,548.54	001424	
	I-02 202311204481	OPTIONAL GROUP LIFE INSURANCE	D	11/22/2023		826.96	001424	
	I-28 202311204481	KPERS WITHHELD	D	11/22/2023		24,241.13	001424	
	I-36 202311204481	OGLI - SPOUSE	D	11/22/2023		206.30	001424	
	I-62 202311204481	OGLI - CHILD	D	11/22/2023		42.00	001424	33,864.93
032014		INTERNAL REVENUE SERVICE						
	I-T1 202311204481	FEDERAL INCOME TAX WITHHELD	D	11/22/2023		16,064.34	001425	
	I-T3 202311204481	FICA WITHHELD	D	11/22/2023		25,978.52	001425	
	I-T4 202311204481	MEDICARE WITHHELD	D	11/22/2023		6,075.66	001425	48,118.52

* * 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	90,550.54	90,550.54
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	90,550.54	90,550.54

PACKET: 27534 Payroll Entries-11/22/202
 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	90,550.54	90,550.54
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	90,550.54	90,550.54

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	11/2023	38,369.20CR
26	11/2023	25,324.35CR
31	11/2023	825.57CR
33	11/2023	15,523.50CR
37	11/2023	4,525.51CR
53	11/2023	5,982.41CR
=====		
ALL		90,550.54CR

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 27537 PAYROLL DEDUCT-11/22/23

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	883.95CR
** TOTALS **		883.95CR

----- 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	3	883.95	883.95CR	0.00
		883.95	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS	3	883.95	883.95CR	0.00
		883.95	0.00	

TOTAL CHECKS TO PRINT: 0

=====

ERRORS: 0 WARNINGS: 0

PACKET: 27536 PAYROLL 11/22/2023

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	792.85CR
37	SANITATION	84.92CR
** TOTALS **		877.77CR

----- 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	877.77 877.77	877.77CR 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	877.77 877.77	877.77CR 0.00	0.00

ERRORS:

0

WARNINGS:

0