

INDEPENDENCE CITY COMMISSION

REGULAR SESSION AGENDA

July 24, 2025

5:30 PM

Commission Room, 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. Plumbing Board -- 4 terms expire August 15, 2025 -- 1 Eligible for Reappointment

III. PRESENTATIONS

- A. Presentation of 2026 proposed Library Budget.
- B. Presentation of the 2024 Audit

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 minutes of the June 26th, July 10th and 16th, 2025 meetings.
- B. Consider adopting Ordinance 4487 Standard Traffic and Ordinance 4488 Uniform Public Offense Code, and repeal Ordinances 4463 and 4464.
- C. Consider authorizing blocking certain streets within Riverside Park during the 18th annual Yona Strong 5K Run.
- D. Consider placing Stop Signs at the Intersection of 14th and Locust Streets.
- E. Consider adopting Ordinance No. 4489 amending applicability of fingerprinting fee to certain offenses.
- F. Consider adopting ordinance 4490 amending certain court fees assessed in Appendix D.
- G. Consider providing water bill credits to two consumers.
- H. Consider awarding engineering design of the replacement Beech Street culvert to TranSystems Corporation.

V. PUBLIC HEARING

- A. Public Hearing to consider condemnation of 512 W. Myrtle Street as dangerous and unsafe.
- B. Public Hearing to consider the condemnation of 208 S. 16th Street as dangerous and unsafe.

VI. ITEMS FOR COMMISSION ACTION

- A. Consider adopting a Resolution authorizing the abatement of unhealthy and unsafe exterior conditions at 717 Washington Street.

- B. Consider adopting Ordinance No 4491 and Resolution No 2025-039 authorizing and providing for the issuance of General Obligation Bonds, Series 2025-B.
- C. Consider approving a grant agreement with the Kansas Department of Commerce for CDBG funding.
- D. Consider awarding the 2025 Mill and Overlay Project to Emery Sapp and Sons.
- E. Consider contracting the 2025 Mill and Overlay Project observation with TranSystems.
- F. Consider acceptance of a KAIP airport grant.
- G. Consider selection of strategic scope for HVAC/generator at Memorial Hall.
- H. Consider authorizing changes to Maple Street Contract for stormwater and final paving work near the railroad.
- I. Consider approving an agreement with JMZ Corporation as KwiKom to install fiberoptic lines in Penn Terrace Apartments for the purpose of high-speed internet.
- J. Consider awarding a contract for the pumping station related to the Big Straw.
- K. Consider setting a Joint Meeting with the USD 446 Board of Education regarding a proposed use agreement for the softball and baseball fields at Central Park.
- L. Consider approving the submission of a Tenant Based Rental Assistance Grant to Kansas Housing Resources Corporation.
- M. Consider Granting an Extension to the 60-Day Neighborhood Revitalization Program Application Deadline for the property located at 113 W. Myrtle Street due to extenuating circumstances.

VII. REPORTS

- A. City Board Minutes
- B. Monthly Project and Public Works Report
- C. Appropriations

VIII. CITY MANAGER'S COMMENTS

IX. COMMISSIONERS' COMMENTS

X. PUBLIC CONCERNS

XI. ADJOURNMENT



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 24, 2025

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Plumbing Board -- 4 terms expire August 15, 2025 -- 1 Eligible for Reappointment

SUMMARY RECOMMENDATION Appoint Darrin Wood to a 1st full term expiring on August 15, 2028.

BACKGROUND We have a vacancy on the Plumbing Board. Must have a current City plumbing license to apply. Applications are due By Noon on August 7, 2025. For more information about the Plumbing Board, visit this link: [Plumbing Board](#)

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to appoint Darrin Wood to a 1st full term on the Plumbing Board expiring on August 15, 2028.

SUPPORTING DOCUMENTS



Presentation
CITY OF INDEPENDENCE
July 24, 2025

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Presentation of 2026 proposed Library Budget.

BACKGROUND Library Director John Long has requested to present the Library's proposed 2026 budget.

SUPPORTING DOCUMENTS

1. Library Budget 2026

Proposed Budget for the Independence Public Library
Fiscal Year, January 1 - December 31

							2024	Estimate 2025	Year 2026
							Actual	Adopted	Proposed Budget
General Fund Income/Expense									
Income									
Carry Forward Balance							70,298	70,986	70,000
District Funding							422,889	420,099	442,828
City Funding							231,994	250,000	260,000
Desk Collections							22,020	6,000	13,000
Interest							209	250	250
Other Income							7,165	6,100	6,100
Total Income							754,574	773,384	792,178
Gross Profit							754,574	773,384	792,178
Expense									
Capital Outlay							0	5,000	5,000
Library Materials Expense							42,357	56,500	56,500
Operating Expense									
Classes, Events and Outreach							4,193	3,000	4,000
Contingency Fund							0	1,000	1,000
Dues and Education							1,420	5,000	5,000
Furniture & Equipment							4,080	8,500	7,000
Legal Publishing							395	200	200
Library & Office Supplies							20,507	17,000	19,588
Miscellaneous							3,512		0
Professional Services							9,250	11,300	11,300
Repair & Maintenance							8,072	13,160	15,630
Travel							1,057	3,000	3,000
Shipping							6,302	7,000	8,000
Software, Systems							9,144	6,225	6,532
Utilities							30,975	44,000	49,000
Total Operating Expense							98,907	120,185	130,250
Personnel Expense									
Payroll and Taxes							358,812	405,018	417,554
Employee Benefits							85,682	105,197	112,874
Total Personnel Expense							455,775	510,215	530,428
Total Expense							597,039	688,900	722,178
Net Income							157,535	70,986	70,000
Restricted Funds Income/Expense									
Income									
Carry Forward Balance							45,516	45,186	45,186
Other Income - Grants, Donation							53,506	30,000	30,000
Total Income							99,022	75,186	75,186
Expense									
Library Materials Expense							7,966	13,000	13,000
Other Expense							15,974	17,000	17,000
Total Expenses							23,940	30,000	30,000
Net Income							75,083	45,186	45,186



Presentation
CITY OF INDEPENDENCE
July 24, 2025

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Presentation of the 2024 Audit

BACKGROUND Sean Gordon of Gordon C.P.A. will present the 2024 audit report of the City's finances.

SUPPORTING DOCUMENTS

1. 390 Auditor Letters 24
2. GAAP Waiver Rep Ltr - Single Audit - Published
3. 390 Master 24

AUDITOR'S COMMENTS TO MANAGEMENT

Mayor and City Commission
City of Independence, Kansas

In planning and performing our audit of the financial statements of the City of Independence, Kansas, as of and for the year ended December 31, 2024, we considered the City's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing an opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control.

However, during our audit, we became aware of several matters that are opportunities for strengthening internal controls and operating efficiency. This letter does not affect our report dated July 10, 2025, on the financial statements of the City of Independence, Kansas.

We will review the status of this comment during our next audit engagement. We have already discussed the comment and suggestions with various City personnel, and we will be pleased to discuss the comment in further detail at your convenience, to perform any additional study of the matter, or to assist you in implementing the recommendation. Our comment is summarized as follows:

During the audit, we noted that statutory bonds for five projects could not be located. We recommend that City staff obtain and retain statutory bonds for all projects greater than \$100,000 as required by Kansas statutes.

This report is intended for the use of the mayor, city commission and other members of management of the City of Independence, Kansas and should not be used by anyone other than these specified parties.

Gordon CPA LLC

Certified Public Accountant
Lawrence, Kansas

July 10, 2025

AUDITOR'S COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE
AT THE CONCLUSION OF THE AUDIT

Mayor and City Commission
City of Independence, Kansas

We have audited the financial statements of City of Independence, Kansas (the City), for the year ended December 31, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended December 31, 2024. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated July 10, 2025.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition of our retention.

Other Matters

We were engaged to report on regulatory required supplementary information which accompanies the financial statements. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting policies used by the City as described in Note 1 to the financial statements, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction of Use

This information is intended solely for the use of the mayor, city commission and management of the City of Independence, Kansas, and is not intended to be, and should not be, used by anyone other than these specified parties.

Gordon CPA LLC

Certified Public Accountant
Lawrence, Kansas

July 10, 2025



July 10, 2025

Gordon CPA LLC
4205 W. 6th Street, Ste. C
Lawrence, Kansas 66049

This representation letter is provided in connection with your audit of the financial statements of the City of Independence, Kansas (the City), for the purpose of expressing opinions as to whether the financial statements for the year ended December 31, 2024, are presented fairly, in all material respects, in accordance with the Kansas regulatory basis of accounting.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of the date of this letter, the following representations made to you during your audit.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated November 22, 2024, including our responsibility for the preparation and fair presentation of the financial statements in accordance with the Kansas regulatory basis of accounting and for preparation of the supplementary information in accordance with applicable criteria.
2. The financial statements referred to above are fairly presented in conformity with the Kansas regulatory basis of accounting and include all properly classified funds and other financial information of the primary government required by the Kansas regulatory basis of accounting to be included in the financial reporting entity.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
4. We acknowledge our responsibility for the design, implementation, and maintenance of internal controls to prevent and detect fraud.
5. Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of the Kansas regulatory basis of accounting.

6. Adjustments or disclosures have been made for all events, including instances of noncompliance,

subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements or in the schedule of findings and questioned costs.

7. We are in agreement with any adjusting journal entries that you have provided to us and those entries have been posted to the accounting records.
8. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed.
9. Guarantees, whether written or oral, under which the City is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

10. We have provided you with:
 - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the City from whom you determined it necessary to obtain audit evidence.
 - d. Minutes of the meetings of the City or summaries of actions of recent meetings for which minutes have not yet been prepared.
11. All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards.
12. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
13. We have no knowledge of any fraud or suspected fraud that affects the City and involves:
 - Management,
 - Employees who have significant roles in internal control, or
 - Others where the fraud could have a material effect on the financial statements.
14. We have no knowledge of any allegations of fraud or suspected fraud affecting the City's financial statements communicated by employees, former employees, regulators, or others.
15. We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
16. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
17. We have disclosed to you the identity of the City's related parties and all the related party relationships and transactions of which we are aware.

Government-specific

18. We have made available to you all financial records and related data and all audit or relevant monitoring reports, if any, received from funding sources.
19. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
20. We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
21. We have provided our views on reported findings, conclusions, and recommendations, as well as our

planned corrective actions, for the report.

22. The City has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.
23. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
24. We have identified and disclosed to you all instances, which have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
25. We have identified and disclosed to you all instances, which have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
26. We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
27. There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
28. We understand that you prepared the trial balance for use during the audit and that your preparation of the trial balance was limited to formatting information into a working trial balance based on management's chart of accounts. Also, as part of your audit, you assisted with preparation of the financial statements and related notes and schedule of expenditures of federal awards. We acknowledge our responsibility as it relates to those nonattest/nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and related notes and schedule of expenditures of federal awards.
29. The City has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
30. The City has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
31. We have followed all applicable laws and regulations in adopting, approving, and amending budgets.
32. The financial statements properly classify all funds and activities.
33. Investments, derivative instruments, and land and other real estate held by endowments are properly valued.
34. Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.
35. We acknowledge our responsibility for the regulatory required supplementary information (RRSI). The RRSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RRSI.
36. With respect to Regulatory Required Supplementary Information (RRSI):

- a. We acknowledge our responsibility for presenting the RRSI in accordance with the Kansas regulatory basis of accounting, and we believe the RRSI, including its form and content, is fairly presented in accordance with the Kansas regulatory basis of accounting. The methods of measurement and presentation of the RRSI have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
- b. If the RRSI is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.

37. With respect to federal award programs:

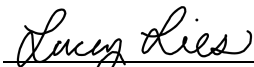
- a. We are responsible for understanding and complying with and have complied with the requirements Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), including requirements relating to preparation of the schedule of expenditures of federal awards.
- b. We acknowledge our responsibility for presenting the schedule of expenditures of federal awards (SEFA) in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement and presentation of the SEFA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the SEFA.
- c. If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issue the SEFA and the auditor's report thereon.
- d. We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance and included in the SEFA, expenditures made during the audit period for all awards provided by federal agencies in the form of grants, federal cost reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations and other direct assistance.
- e. We are responsible for understanding and complying with, and have complied with, the requirements of laws, regulations, and the provisions of contracts and grant agreements related to each of our federal programs and have identified and disclosed to you the requirements of laws, regulations, and the provisions of contracts and grant agreements that are considered to have a direct and material effect on each major program.
- f. We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that we are managing our federal awards in compliance with laws, regulations, and the provisions of contracts and grant agreements that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.
- g. We have made available to you all contracts and grant agreements (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.
- h. We have received no requests from a federal agency to audit one or more specific programs as a major program.
- i. We have complied with the direct and material compliance requirements (except for noncompliance disclosed to you), including when applicable, those set forth in the *OMB Compliance Supplement*, relating to federal awards and have identified and disclosed to you all amounts questioned and all known noncompliance with the direct and material compliance requirements of federal awards or confirm that there were no amounts questioned and no known noncompliance with the direct and material compliance requirements of federal awards.
- j. We have disclosed any communications from grantors and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
- k. We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's

report.

- l. Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR part 200, subpart E), and OMB Circular A-87, *Cost Principles for State and Local Governments*.
- m. We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- n. We have made available to you all documentation related to the compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- o. We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- p. There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.
- q. No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the auditor's report.
- r. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.
- s. The copies of federal program financial reports provided to you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- t. We have charged costs to federal awards in accordance with applicable cost principles.
- u. We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.
- v. We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.
- w. We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.



City Manager



Director of Finance

CITY OF INDEPENDENCE, KANSAS
FINANCIAL STATEMENTS
For the Year Ended December 31, 2024

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CITY OF INDEPENDENCE, KANSAS
Financial Statements
For the Year Ended December 31, 2024
Table of Contents

	<u>Page Number</u>
INTRODUCTORY SECTION	
Table of Contents	i - ii
FINANCIAL SECTION	
Independent Auditor's Report	1 - 3
Summary Statement of Receipts, Expenditures and Unencumbered Cash	4 - 5
Notes to the Financial Statements	6 - 14
REGULATORY REQUIRED SUPPLEMENTARY INFORMATION	
SCHEDULE 1	
Summary of Expenditures - Actual and Budget	15
SCHEDULE 2	
Schedule of Receipts and Expenditures - Actual and Budget and Actual Only	
General Fund	16 - 20
General Fund Employee Benefits Fund	21
Library Fund	22
Special Alcohol Fund	23
Special Parks and Recreation Fund	24
Industrial Fund	25
Liability Insurance Fund	26
Economic Development and Transportation Fund	27
Tourism Fund	28
Educational Sales Tax Fund	29
Quality of Life Sales Tax Fund	30
Special Use Sales Tax Fund	31
Combined Special Highway & Streets Fund	32
Fight Addiction Fund	33
Special Park Fund	34
Crime Prevention Fund	34
Law Enforcement Trust Fund	34
Downtown Tree Replacement Fund	34
Demolition Fund	34
Memorial Hall Fund	35
E-911 (Old) Fund	35
E-911 (New) Fund	35
Incubator Building Fund	35
Logan Foundation Fund	35
City Grants Fund	35
Land Bank Fund	35
Opioid Abatement Fund	35
Employee Wellness Fund	35
Fire/EMS Grant Fund	36
Walmart Grant Fund	36
Federal Grants Fund	36
Bond and Interest Fund	37
General Capital Reserve Fund	38
Streets Capital Reserve Fund	38
Airport Capital Reserve Fund	38
Water/Sewer Capital Reserve Fund	38

CITY OF INDEPENDENCE, KANSAS
Financial Statements
For the Year Ended December 31, 2024
Table of Contents (Continued)

	<u>Page Number</u>
REGULATORY REQUIRED SUPPLEMENTARY INFORMATION (Continued)	
SCHEDULE 2	
Schedule of Receipts and Expenditures - Actual and Budget and Actual Only	
Skate Park Fund	39
Water Treatment Facility Upgrade Fund	39
City Projects Fund	39
Penn/Chestnut - Oak Project Fund	39
2015-2016 KLINK Project Fund	40
ADA DOJ #204-29-144 Fund	40
WPC Loan C20 2043 Project Fund	40
12" Pipeline - Bartlett Project Fund	40
KPWSL #3058 Waterline Project Fund	40
Airport Fund	41
Water/Sewer Utility Fund	42 - 43
Sanitation Utility Fund	44
Grinder Pump Replacement Fund	45
SCHEDULE 3	
Summary of Receipts and Disbursements - Agency Funds	46
SCHEDULE 4	
Schedule of Receipts and Expenditures - Actual Only	
Related Municipal Entity - Housing Authority of The City of Independence, Kansas	47
GOVERNMENTAL AUDIT SECTION	
Schedule of Expenditures of Federal Awards	48
Notes to the Schedule of Expenditures of Federal Awards	49
Schedule of Findings and Questioned Costs	50 - 52
Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i>	53 - 54
Independent Auditor's Report on Compliance for Each Major Federal Program; Report on Internal Control over Compliance; And Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance	55 - 56

INDEPENDENT AUDITOR'S REPORT

Mayor and City Commissioners
City of Independence, Kansas

Report on the Audit of the Financial Statements

Adverse and Unmodified Opinions

We have audited the accompanying fund summary statement of regulatory basis receipts, expenditures, and unencumbered cash balances of the City of Independence, Kansas and its related municipal entity, the Housing Authority of The City of Independence, Kansas (collectively, the City), as of and for the year ended December 31, 2024 and the related notes to the financial statement.

Adverse Opinion on U.S. Generally Accepted Accounting Principles

In our opinion, because of the significance of the matter discussed in the Basis for Adverse and Unmodified Opinions section of our report, the accompanying financial statement referred to above does not present fairly, in conformity with accounting principles generally accepted in the United States of America, the financial position of the City as of December 31, 2024, or changes in financial position and cash flows thereof for the year then ended.

Unmodified Opinion on Regulatory Basis of Accounting

In our opinion, the accompanying financial statement referred to above presents fairly, in all material respects, the aggregate cash and unencumbered cash balance of the City as of December 31, 2024, and the aggregate receipts and expenditures for the year then ended in accordance with the financial reporting provisions of the *Kansas Municipal Audit and Accounting Guide* described in Note 1.

Basis for Adverse and Unmodified Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and the *Kansas Municipal Audit and Accounting Guide*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statement section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our adverse and unmodified audit opinions.

Matter Giving Rise to Adverse Opinion on U.S. Generally Accepted Accounting Principles

As discussed in Note 1 of the financial statement, the financial statement is prepared by the City on the basis of the financial reporting provisions of the *Kansas Municipal Audit and Accounting Guide*, which is a basis of accounting other than accounting principles generally accepted in the United States of America. The effects on the financial statement of the variances between the regulatory basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

Responsibilities of Management for the Financial Statement

Management is responsible for the preparation and fair presentation of this financial statement in accordance with the *Kansas Municipal Audit and Accounting Guide* as described in Note 1; this includes determining that the regulatory basis of accounting is an acceptable basis for the preparation of the financial statement in the circumstances. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

In preparing the financial statement, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement.
- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the fund summary statement of regulatory basis receipts, expenditures, and unencumbered cash balances (basic financial statement) as a whole. The summary of regulatory basis expenditures-actual and budget, individual fund schedules of regulatory basis receipts and expenditures-actual and budget, summary of receipts and disbursements-agency funds and the schedule of regulatory basis receipts and expenditures-related municipal entity (Schedules 1, 2, 3 and 4) as listed in the table of contents) are presented for analysis and are not a required part of the basic financial statement, however, are required to be presented under the provisions of the *Kansas Municipal Audit and Accounting Guide*. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is not a required part of the basic financial statement. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statement. The information has been subjected to the auditing procedures applied in the audit of the basic financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statement or to the basic financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statement as a whole, on the basis of accounting described in Note 1.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated July 10, 2025, on our consideration of the City's internal controls over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal controls over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Other Matters

The 2023 actual column presented in the individual fund schedules of regulatory basis receipts and expenditures—actual and budget for the year ended December 31, 2023 (Schedule 2 as listed in the table of contents) is presented for purposes of additional analysis and is not a required part of the basic financial statement.

We also previously audited, in accordance with auditing standards generally accepted in the United States of America, the basic financial statement of City of Independence, Kansas, as of and for the year ended December 31, 2023 (not presented herein), and have issued our report thereon dated July 19, 2024, which contained an unmodified opinion on the basic financial statement. The 2023 basic financial statement and our accompanying report are not presented herein but are available in electronic form from the web site of the Kansas Department of Administration at the following link <https://admin.ks.gov/offices/oar/municipalservices>. The 2023 actual column (2023 comparative information) presented in the individual fund schedules of regulatory basis receipts and expenditures—actual and budget for the year ended December 31, 2024 (Schedule 2 as listed in the table of contents) is presented for purposes of additional analysis and is not a required part of the basic financial statement. Such 2023 comparative information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the 2023 basic financial statement. The 2023 comparative information was subjected to the auditing procedures applied in the audit of the 2023 basic financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the 2023 basic financial statement or to the 2023 basic financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the 2023 comparative information is fairly stated in all material respects in relation to the basic financial statement as a whole for the year ended December 31, 2023, on the basis of accounting described in Note 1.

Gordon CPA LLC

Certified Public Accountant
Lawrence, Kansas

July 10, 2025

CITY OF INDEPENDENCE, KANSAS
Summary Statement of Receipts, Expenditures and Unencumbered Cash
Regulatory Basis
For the Year Ended December 31, 2024

	Beginning Unencumbered Cash Balance	Prior Period Adjustment	Receipts	Expenditures	Ending Unencumbered Cash Balance	Add: Encumbrances and Accounts Payable	Ending Cash Balance
<u>Funds</u>							
General Funds:							
General	\$ 1,480,723	\$ -	\$ 10,371,991	\$ 9,978,199	\$ 1,874,515	\$ 478,584	\$ 2,353,099
Special Purpose Funds:							
General Fund Employee Benefits	15,921	-	943,894	970,400	[10,585]	10,585	-
Library	-	-	231,993	231,993	-	-	-
Special Alcohol	75,182	-	43,748	-	118,930	-	118,930
Special Parks and Recreation	106,430	-	55,275	76,508	85,197	-	85,197
Industrial	5,035	-	25,387	30,000	422	-	422
Liability Insurance	224,814	-	18,259	102,325	140,748	-	140,748
Economic Development							
and Transportation	2,159,813	-	857,645	1,758,505	1,258,953	1,750	1,260,703
Special Use Sales Tax (New)	-	-	2,666,578	2,666,578	-	-	-
Educational Sales Tax	184,773	-	2,666,578	2,851,351	-	400,266	400,266
Quality of Life Sales Tax	14,121	-	-	14,121	-	-	-
Special Use Sales Tax (Old)	16,328	-	-	20,703	[4,375]	4,375	-
Combined Special Highway & Streets	-	-	471,870	461,777	10,093	-	10,093
Fight Addiction	25,583	-	27,460	-	53,043	-	53,043
Special Park	47,549	-	73,887	51,165	70,271	1,308	71,579
Crime Prevention	589	-	-	-	589	-	589
Law Enforcement Trust	14,594	-	714	1,650	13,658	-	13,658
Downtown Tree Replacement	16,145	-	653	-	16,798	-	16,798
Demolition	16,241	-	67,386	80,745	2,882	195	3,077
Memorial Hall	14,645	-	-	-	14,645	-	14,645
E-911 (Old)	4,697	-	-	-	4,697	-	4,697
E-911 (New)	263,313	-	147,490	117,458	293,345	4,627	297,972
Incubator Building	96,750	-	34,045	-	130,795	-	130,795
Logan Foundation	124	-	-	-	124	-	124
City Grants	332,215	-	204,493	176,981	359,727	4,153	363,880
Land Bank	55,464	-	2,797	23,580	34,681	836	35,517
Employee Wellness	46,898	-	19,910	4,572	62,236	-	62,236
Fire/EMS Grant	[35,698]	-	51,278	13,232	2,348	-	2,348
Walmart Grant	3,046	-	-	-	3,046	-	3,046
Federal Grants	91,281	-	360,651	720,501	[268,569]	94,718	[173,851]
Bond and Interest Funds:							
Bond and Interest	560,549	-	2,670,709	2,631,378	599,880	-	599,880
Capital Project Funds:							
General Capital Reserve	381,212	-	327,465	197,310	511,367	-	511,367
Streets Capital Reserve	2,919,319	-	2,795,408	3,923,553	1,791,174	223,787	2,014,961
Airport Capital Reserve	416,989	-	229,465	333,308	313,146	10,743	323,889
Water/Sewer Capital Reserve	4,933,129	-	754,766	15,894	5,672,001	-	5,672,001
Skate Park	1,695	-	-	1,695	-	-	-
Water Treatment							
Facility Upgrade	[211,779]	-	211,769	13,549	[13,559]	-	[13,559]
City Projects	[338,040]	-	7,691,528	6,146,767	1,206,721	-	1,206,721
Penn/Chestnut - Oak Project	34,943	-	-	-	34,943	-	34,943
2015-2016 KLINK Project	318,879	-	-	-	318,879	-	318,879
ADA DOJ #204-29-144	779,640	-	-	38,841	740,799	-	740,799

The notes to the financial statements are an integral part of this statement.

CITY OF INDEPENDENCE, KANSAS
Summary Statement of Receipts, Expenditures and Unencumbered Cash - Continued
Regulatory Basis
For the Year Ended December 31, 2024

	Beginning Unencumbered Cash Balance	Prior Period Adjustment	Receipts	Expenditures	Ending Unencumbered Cash Balance	Add: Encumbrances and Accounts Payable	Ending Cash Balance
<u>Funds</u>							
Capital Project Funds (Continued):							
WPC Loan C20 2043 Project	\$ [1,354,182]	\$ -	\$ 2,000	\$ 23,167	\$ [1,375,349]	\$ -	\$ [1,375,349]
12" Pipeline - Bartlett Project	9,121,303	-	1,300,000	6,438,311	3,982,992	41,187	4,024,179
KPWSL #3058 Waterline Project	[430,170]	-	3,179,065	2,912,620	[163,725]	5,250	[158,475]
Business Funds:							
Airport	47,578	-	674,543	672,863	49,258	[1,089]	48,169
Water/Sewer Utility	2,933,726	-	5,618,768	6,825,090	1,727,404	284,293	2,011,697
Sanitation Utility	401,953	-	1,646,595	1,819,354	229,194	99,272	328,466
Grinder Pump Replacement	290,040	-	21,474	-	311,514	-	311,514
Total Primary Government	26,083,360	-	46,467,537	52,346,044	20,204,853	1,664,840	21,869,693
Related Municipal Entity:							
Housing Authority of The City of Independence, Kansas	5,319,429	-	1,563,602	2,810,596	4,072,435	70,229	4,142,664
Total Reporting Entity (excluding Agency Funds)	<u>\$ 31,402,789</u>	<u>\$ -</u>	<u>\$ 48,031,139</u>	<u>\$ 55,156,640</u>	<u>\$ 24,277,288</u>	<u>\$ 1,735,069</u>	<u>\$ 26,012,357</u>

COMPOSITION OF CASH:

Community National Bank	
Checking	\$ 1,836
Sweep Account	26,052,432
Cash on Hand	850
Total Cash	26,055,118
Less: Agency Funds per Schedule 3	[42,761]
Total Reporting Entity (excluding Agency Funds)	<u>\$ 26,012,357</u>

CITY OF INDEPENDENCE, KANSAS
Notes to the Financial Statements
For the Year Ended December 31, 2024

NOTE 1 - Summary of Significant Accounting Policies

The City of Independence, Kansas (the City) is incorporated as a city of the second class under the provisions of the Kansas Constitution, Article 12, Section 5 and K.S.A. 14-101 et seq. The City operates under a Commission City Manager form of government and provides the following services as authorized by its charter: public safety (police, fire and emergency medical services), highways and streets, water, sewer and trash, social services, culture-recreation, code enforcement, public improvements, planning and zoning, and general administrative services.

The financial statement and schedules of the City of Independence, Kansas have been prepared in order to show compliance with the cash basis and budget laws of the State of Kansas. The Governmental Accounting Standards Board is the principal standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the City's accounting policies follow below. Note 1 describes how the City's accounting policies differ from accounting principles generally accepted in the United States of America.

Financial Reporting Entity

The City is a municipal corporation governed by an elected three-member commission. This financial statement presents the City (the municipality) and its related municipal entity, The Housing Authority of The City of Independence, Kansas, (collectively, the City). This related municipal entity is included in the City's reporting entity because it was established to benefit the City and/or its constituents. This financial statement does not include the related municipal entity, the Independence Public Library.

Related Municipal Entities: A related municipal entity is determined by the following criteria. Whether the City exercises oversight responsibility on financial interdependency, selection of governing authority, designation of management, ability to significantly influence operations and accountability for fiscal matters, scope of the public service, and significant operational or financial relationships with the City. Related municipal entities are not required to be included in the City's audit by the *Kansas Municipal Audit and Accounting Guide* (KMAAG). Based upon the application of this criterion, the following is a brief review of potential related municipal entities:

Housing Authority - The Housing Authority of the City of Independence, Kansas is a municipal corporation responsible for operating the City's housing projects. The Housing Authority is governed by a City appointed five-member board. The Housing Authority can sue and be sued. Bond ordinances and the purchase of real property must be approved by the City. All Housing Authority funds are held by the City of Independence and all financial transactions are processed through the City's administrative offices. The Housing Authority's 2024 financial statements have been included as Schedule 4 of the City's financial statements. Complete audited financial statements are prepared and are available at the Housing Authority's administrative office.

Independence Public Library - The City of Independence Library Board operates the City's public library. Acquisition or disposition of real property or bond issuances must be approved by the City. Separate audited financial statements are prepared and are available at the Independence Public Library.

Basis of Accounting

Regulatory Basis of Accounting and Departure from Accounting Principles Generally Accepted in the United States of America. The *Kansas Municipal Audit and Accounting Guide* (KMAAG) regulatory basis of accounting involves the recognition of cash, cash equivalents, marketable investments, and certain accounts payable and encumbrance obligations to arrive at a net unencumbered cash and investments balance on a regulatory basis for each fund, and the reporting of changes in unencumbered cash and investments of a fund resulting from the difference in regulatory basis receipts and regulatory basis expenditures for the fiscal year. All recognized assets and liabilities are measured and reported at cost, unless they have been permanently impaired and have no future cash value or represent no future obligation against cash. The KMAAG regulatory basis does not recognize capital assets, long-term debt, accrued receivables and payables, or any other assets, liabilities or deferred inflows or outflows, other than those mentioned above.

The City has approved a resolution that is in compliance with K.S.A. 75-1120a(c), waiving the requirement for application of generally accepted accounting principles and allowing the City to use the regulatory basis of accounting.

CITY OF INDEPENDENCE, KANSAS
Notes to the Financial Statements
For the Year Ended December 31, 2024

NOTE 1 - Summary of Significant Accounting Policies (Continued)

Regulatory Basis Fund Types

The following types of funds comprise the financial activities of the City for the year ended December 31, 2024:

General Fund - the chief operating fund. Used to account for all resources except those required to be accounted for in another fund.

Special Purpose Fund - used to account for the proceeds of specific tax levies and other specific regulatory basis receipt sources (other than Capital Project and tax levies for long-term debt) that are intended for specified purposes.

Bond and Interest Fund - used to account for the accumulation of resources, including tax levies, transfers from other funds and payment of general long-term debt.

Capital Projects Fund - used to account for the debt proceeds and other financial resources to be used for acquisition or construction of major capital facilities or equipment.

Business Fund - funds financed in whole or in part by fees charged to users of the goods or services (i.e. enterprise and internal service fund, etc.).

Agency Funds - to account for assets held by the City in a purely custodial capacity (payroll clearing fund, county treasurer tax collection accounts, etc.).

Budgetary Information

Kansas statutes require that an annual operating budget be legally adopted for the general fund, special purpose funds (unless specifically exempted by statute), bond and interest funds, and business funds. Although directory rather than mandatory, the statutes provide for the following sequence and timetable in the adoption of the legal annual operating budget:

1. Preparation of the budget for the succeeding calendar year on or before August 1st.
2. Publication in local newspaper of the proposed budget and notice of public hearing on the budget on or before August 5th.
3. Public hearing on or before August 15th, but at least ten days after publication of notice of hearing.
4. Adoption of the final budget on or before August 25th.

If the City is holding a revenue neutral rate hearing, the budget timeline for the public hearing is adjusted to no sooner than August 20th and no later than September 20th, but at least 10 days after all statutory notification and publication requirements have been met. Municipal budgets requiring a hearing to exceed the revenue neutral rate should be adopted on or before October 1st but may not be adopted prior to the revenue neutral rate hearing. The City did hold a revenue neutral rate hearing for this year.

The statutes allow for the governing body to increase the originally adopted budget for previously unbudgeted increases in regulatory receipts other than ad valorem property taxes. To do this, a notice of public hearing to amend the budget must be published in the local newspaper. At least ten days after publication, the hearing may be held and the governing body may amend the budget at that time. The original budget was amended for the General Fund, Special Use Sales Tax (New) Fund, Special Use Sales Tax (Old) Fund, the Water/Sewer Utility Fund, and the Bond and Interest Fund during the year ended December 31, 2024.

The statutes permit transferring budgeted amounts between line items within an individual fund. However, such statutes prohibit expenditures in excess of the total amount of the adopted budget of expenditures of individual funds. Budget comparison schedules are presented for each fund showing actual receipts and expenditures compared to legally budgeted receipts and expenditures.

All legal annual operating budgets are prepared using the regulatory basis of accounting, in which regulatory receipts are recognized when cash is received and expenditures include disbursements, accounts payable, and encumbrances, with disbursements being adjusted for the prior year's accounts payable and encumbrances. Encumbrances are commitments by the City for future payments and are supported by a document evidencing the commitment, such as a purchase order or contract. Any unused budgeted expenditure authority lapses at year end.

CITY OF INDEPENDENCE, KANSAS
Notes to the Financial Statements
For the Year Ended December 31, 2024

NOTE 1 - Summary of Significant Accounting Policies (Continued)

Budgetary Information (Continued)

A legal operating budget is not required for capital reserve funds, capital project funds, and the following special purpose and business funds:

- | | |
|----------------------------------|---------------------------------|
| • Special Park Fund | • Logan Fountain Fund |
| • Crime Prevention Fund | • City Grants Fund |
| • Law Enforcement Trust Fund | • Land Bank Fund |
| • Downtown Tree Replacement Fund | • Employee Wellness Fund |
| • Demolition Fund | • Fire/EMS Grant Fund |
| • Memorial Hall Fund | • Walmart Grant Fund |
| • E-911 (Old) Fund | • Federal Grants Fund |
| • E-911 (New) Fund | • Grinder Pump Replacement Fund |
| • Incubator Building Fund | |

Spending in funds which are not subject to the legal annual operating budget requirement is controlled by federal regulations, other statutes, or by the use of internal spending limits established by the city commission.

NOTE 2 - Deposits and Investments

Deposits. K.S.A. 9-1401 establishes the depositories which may be used by the City. The statute requires banks eligible to hold the City's funds have a main or branch bank in the county in which the City is located, or in an adjoining county if such institution has been designated as an official depository, and the banks provide an acceptable rate of return on funds. In addition, K.S.A. 9-1402 requires the banks to pledge securities for deposits in excess of FDIC coverage. The City has no other policies that would further limit interest rate risk.

Investments. K.S.A. 12-1675 limits the City's investment of idle funds to time deposits, open accounts, and certificates of deposit with allowable financial institutions; U.S. government securities; temporary notes; no-fund warrants; repurchase agreements; and the Kansas Municipal Investment Pool. The City has no investment policy that would further limit its investment choices. As of December 31, 2024, the City held no such investments.

Concentration of credit risk. State statutes place no limit on the amount the City may invest in any one issuer as long as the investments are adequately secured under K.S.A. 9-1402 and 9-1405.

Custodial credit risk - deposits. Custodial credit risk is the risk that in the event of a bank failure, the City's deposits may not be returned to it. State statutes require the City's deposits in financial institutions to be entirely covered by federal depository insurance or by collateral held under a joint custody receipt issued by a bank within the State of Kansas, the Federal Reserve Bank of Kansas City, or the Federal Home Loan Bank of Topeka, except during designated "peak periods" when required coverage is 50%. The City has no designated "peak periods." The City's deposits were fully secured as of December 31, 2024.

As of December 31, 2024, the City's carrying amount of deposits was \$22,055,118 and the bank balance was \$26,038,491. The bank balance was held by one bank, resulting in a concentration of credit risk. Of the bank balance, \$26,038,491 was covered by federal depository insurance.

Custodial credit risk - investments. For an investment, this is the risk that, in the event of the failure of the issuer or counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. State statutes require investments to be adequately secured.

CITY OF INDEPENDENCE, KANSAS
Notes to the Financial Statements
For the Year Ended December 31, 2024

NOTE 3 - Compensated Absences

All regular full-time and regular part-time employees of the City shall earn vacation leave. Vacation leave shall be earned beginning with the date of employment. Vacation may not be used during the first three months of employment. Vacation is earned at varying rates based on years of service. In the event of termination, unused accrued vacation time is paid out up to 480 hours for full-time employees. Employees terminated prior to completing three months of employment shall not be paid for accrued vacation leave.

Sick leave accrues to all regular full-time employees at the rate of eight hours per month and is limited to 1,440 hours. Full-time EMS and sworn officers accrue at a slightly higher rate. Sick leave may be accumulated and carried over to the next year but is lost if employment is terminated. If an employee retires under KPERS they shall be eligible to receive 25% of their accumulated sick leave up to a maximum of \$2,000.

The City has not estimated the liability for compensated absences which has been earned, but not taken by City employees, as the amount cannot be reasonably estimated.

NOTE 4 - Defined Benefit Pension Plan

Plan Description. The City participates in the Kansas Public Employees Retirement System (KPERS), a cost-sharing, multiple-employer defined benefit pension plan as provided by K.S.A. 74-4901, et. seq. Kansas law establishes and amends benefit provisions. KPERS issues a publicly available financial report that includes financial statements and required supplementary information. KPERS' financial statements are included in its Comprehensive Annual Financial Report which can be found on the KPERS website at www.kpers.org by writing to KPERS (611 South Kansas, Suite 100, Topeka, KS 66603) or by calling 1-888-275-5737.

Contributions. K.S.A. 74-4919 and K.S.A. 74-49,210 establish the KPERS member-employee contribution rates. KPERS has multiple benefit structures and contribution rates depending on whether the employee is a KPERS 1, KPERS 2 or KPERS 3 member. KPERS 1 members are active and contributing members hired before July 1, 2009. KPERS 2 members were first employed in a covered position on or after July 1, 2009, and KPERS 3 members were first employed in a covered position on or after January 1, 2015. Effective January 1, 2015, Kansas law established the KPERS member-employee contribution rate at 6% of covered salary for KPERS 1, KPERS 2 and KPERS 3 members. Member contributions are withheld by their employer and paid to KPERS according to the provisions of Section 414(h) of the Internal Revenue Code.

State law provides that the employer contribution rates for KPERS 1, KPERS 2 and KPERS 3 be determined based on the results of each annual actuarial valuation. Kansas law sets a limitation on annual increases in the employer contribution rates. The actuarially determined employer contribution rate (not including the 1% contribution rate for the Death and Disability Program) and the statutory contribution rate was 9.26% for the fiscal year ended December 31, 2024. Contributions to the pension plan from the City were \$632,306 for the year ended December 31, 2024.

Net Pension Liability. As of December 31, 2024, the City's proportionate share of the collective net pension liability reported by KPERS was \$5,234,102. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of December 31, 2023, which was rolled forward to June 30, 2024. The City's proportion of the net pension liability was based on the ratio of the City's contributions to KPERS, relative to the total employer and non-employer contributions of the Local subgroup of KPERS. Since the KMAAG regulatory basis of accounting does not recognize long-term debt, this liability is not reported in these financial statements.

The complete actuarial valuation report, including all actuarial assumptions and methods, and the report on the allocation of the KPERS collective net pension liability to all participating employers are publicly available on the KPERS website at www.kpers.org or can be obtained as described above.

CITY OF INDEPENDENCE, KANSAS
Notes to the Financial Statements
For the Year Ended December 31, 2024

NOTE 5 - Other Long-Term Obligations from Operations

Other Post-Employment Benefits. As provided by K.S.A. 12-5040, the City allows retirees to participate in the group health insurance plan. While each retiree pays the full amount of the applicable premium, conceptually, the City is subsidizing the retirees because each participant is charged a level of premium regardless of age. However, the cost of this subsidy has not been quantified in this financial statement.

Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), the City makes health care benefits available to eligible former employees and eligible dependents. Certain requirements are outlined by the federal government for this coverage. The premium is paid in full by the insured. There is no cost to the City under this program.

Death and Disability Other Post-Employment Benefits. As provided by K.S.A. 74-4927, disabled members in the Kansas Public Employees Retirement System (KPERS) receive long-term disability benefits and life insurance benefits. The plan is administered through a trust held by KPERS that is funded to pay annual benefit payments. The employer contribution rate is set at 1% for the year ended December 31, 2024.

NOTE 6 - Interfund Transfers

Operating transfers were as follows during the year ended December 31, 2024:

From	To	Amount	Statutory Authority
General	Demolition	\$ 50,000	K.S.A. 12-1,118
General	General Capital Reserve	313,709	K.S.A. 12-1,118
Economic Dev. and Transportation	City Grants	150,000	K.S.A. 79-2934
Economic Dev. and Transportation	Streets Capital Reserve	500,000	K.S.A. 12-1,118
Skate Park	General	4	Council Motion
Educational Sales Tax	Bond and Interest	251,300	K.S.A. 12,197
General Fund Employee Benefits	General	514,866	K.S.A. 79-2958
Combined Special Highway & Streets	Streets Capital Reserve	461,777	K.S.A. 12-1,118
12" Pipeline - Bartlett Project	Bond and Interest	866,389	Council Motion
Special Use Sales Tax (New)	General	666,645	K.S.A. 12,197
Special Use Sales Tax (New)	Bond and Interest	826,639	K.S.A. 12,197
Special Use Sales Tax (New)	City Projects	319,989	K.S.A. 12,197
Special Use Sales Tax (New)	Streets Capital Reserve	719,976	K.S.A. 12,197
Special Use Sales Tax (New)	Economic Dev. and Transportation	133,329	K.S.A. 12,197
Quality of Life Sales Tax	City Projects	14,121	K.S.A. 12,197
City Projects	Bond and Interest	120,316	K.S.A. 12,197
Streets Capital Reserve	Bond and Interest	498,000	K.S.A. 12-1,118
Water and Sewer Utility	General	1,128,792	K.S.A. 12-1,825d
Water and Sewer Utility	City Grants	50,000	K.S.A. 12-1,825d
Water and Sewer Utility	Bond and Interest	79,450	K.S.A. 12-1,825d
Water and Sewer Utility	Water/Sewer Capital Reserve	500,000	K.S.A. 12-1,825d
Sanitation Utility	General	137,940	K.S.A. 12-1,825d
		<u>\$ 8,303,242</u>	

NOTE 7 - Long-Term Debt

The following table summarizes changes in the City's long-term debt for the year ended December 31, 2024:

CITY OF INDEPENDENCE, KANSAS
Notes to the Financial Statements
For the Year Ended December 31, 2024

NOTE 7 - Long-Term Debt (Continued)

<u>Type of Issue</u>	<u>Beginning Principal Outstanding</u>	<u>Additions to Principal</u>	<u>Reductions of Principal</u>	<u>Ending Principal Outstanding</u>	<u>Interest Paid</u>
General Obligation Bonds	\$ 15,825,000	\$ -	\$ 1,105,000	\$ 14,720,000	\$ 578,256
General Obligation Temporary Notes	10,000,000	4,565,000	-	14,565,000	948,122
State Revolving Loans	3,175,207	3,390,834	314,465	6,251,576	45,277
Finance Leases	506,090	395,637	167,209	734,518	13,942
Total	<u>\$ 29,506,297</u>	<u>\$ 8,351,471</u>	<u>\$ 1,586,674</u>	<u>\$ 36,271,094</u>	<u>\$ 1,585,597</u>

General Obligation Bonds. The following table details the City's outstanding general obligation bonds as of December 31, 2024:

<u>General Obligation Bonds</u>	<u>Interest Rate</u>	<u>Amount Outstanding</u>	<u>Original Amount</u>	<u>Date of Issue</u>	<u>Final Maturity</u>
Series 2015-A	2.00 - 3.00%	\$ 855,000	\$ 1,960,000	7/22/2015	10/1/2030
Series 2016-A	2.00 - 3.00%	480,000	1,875,000	7/12/2016	10/1/2026
Series 2019-A	3.00%	570,000	1,430,000	10/2/2019	10/1/2026
Series 2022-A	3.00 - 5.00%	12,815,000	13,925,000	6/30/2022	10/1/2042
Total		<u>\$ 14,720,000</u>			

Annual debt service requirements to maturity for the general obligation bonds are as follows:

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 1,140,000	\$ 536,356	\$ 1,676,356
2026	1,200,000	492,256	1,692,256
2027	690,000	445,756	1,135,756
2028	720,000	414,056	1,134,056
2029	755,000	380,956	1,135,956
2030 - 2034	3,535,000	1,490,981	5,025,981
2035 - 2039	3,965,000	919,294	4,884,294
2040 - 2042	2,715,000	205,163	2,920,163
Total	<u>\$ 14,720,000</u>	<u>\$ 4,884,818</u>	<u>\$ 19,604,818</u>

General Obligation Temporary Notes. The following table details the City's outstanding general obligation temporary notes as of December 31, 2024:

<u>General Obligation Temporary Notes</u>	<u>Interest Rate</u>	<u>Amount Outstanding</u>	<u>Original Amount</u>	<u>Date of Issue</u>	<u>Final Maturity</u>
Series 2023-1	7.00%	\$ 10,000,000	\$ 10,000,000	4/1/2023	4/1/2025
Series 2024-1	4.00%	4,565,000	4,565,000	2/1/2024	10/1/2027
		<u>\$ 14,565,000</u>			

CITY OF INDEPENDENCE, KANSAS
Notes to the Financial Statements
For the Year Ended December 31, 2024

NOTE 7 - Long-Term Debt (Continued)

Annual debt service requirements to maturity for the general obligation temporary notes are as follows:

Year Ending December 31,	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 10,000,000	\$ 532,600	\$ 10,532,600
2026	-	182,600	182,600
2027	4,565,000	182,600	4,747,600
Total	<u>\$ 14,565,000</u>	<u>\$ 897,800</u>	<u>\$ 10,532,600</u>

On February 1, 2024, the City issued General Obligation Temporary Notes, Series 2024-1, in the amount of \$4,565,000. Proceeds of the notes will be used to provide temporary financing for the construction of certain improvements. The notes carry an interest rate of 4.00% and are scheduled to mature on October 1, 2027.

Revolving Loans. The following table details the City's outstanding revolving loan debt as of December 31, 2024:

<u>Purpose</u>	<u>Interest Rate</u>	<u>Amount Outstanding</u>	<u>Original Amount</u>	<u>Date of Issue</u>	<u>Final Maturity</u>
KS Water Pollution Control Revolving Fund #1915-01	2.50%	\$ 1,647,729	\$ 3,764,485	10/24/2011	3/1/2034
KS Public Water Supply Loan Fund #2933	2.33%	1,424,782	1,375,593	8/15/2018	8/1/2041
KS Public Water Supply Loan Fund #3058	1.33%	3,179,065	3,776,894	7/1/2021	2/1/2045
		<u>\$ 6,251,577</u>			

Annual debt service requirements to maturity for Kansas Water Pollution Control Revolving Fund No. 1915-01 are as follows:

Year Ending December 31,	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 155,707	\$ 40,226	\$ 195,933
2026	159,624	36,309	195,933
2027	163,639	32,294	195,933
2028	167,756	28,177	195,933
2029	171,976	23,957	195,933
2030 - 2034	829,026	52,672	881,698
Total	<u>\$ 1,647,728</u>	<u>\$ 213,635</u>	<u>\$ 1,861,363</u>

Annual debt service requirements to maturity were not available for Kansas Public Water Supply Loan Fund No. 2933 or Fund No. 3058 as the loans were not finalized as of December 31, 2024.

Finance Leases. The following table details the City's outstanding finance lease obligations as of December 31, 2024:

<u>Finance Leases</u>	<u>Interest Rate</u>	<u>Amount Outstanding</u>	<u>Original Amount</u>	<u>Date of Issue</u>	<u>Final Maturity</u>
Aerial Fire Truck	3.44%	\$ 185,518	\$ 597,896	4/1/2019	4/1/2026
John Deere Tractor and Bushhog	2.45%	9,532	90,288	4/1/2020	4/1/2025
Streetsweeper	1.78%	21,609	149,994	2/11/2021	3/1/2025
Sanitation Truck	1.96%	122,222	199,838	10/19/2022	10/19/2027
Sanitation Truck	4.98%	395,637	395,637	7/25/2024	7/25/2029
Total		<u>\$ 734,518</u>			

CITY OF INDEPENDENCE, KANSAS
Notes to the Financial Statements
For the Year Ended December 31, 2024

NOTE 7 - Long-Term Debt (Continued)

Annual debt service requirements to maturity for the finance lease obligations are as follows:

Year Ending December 31,	Principal	Interest	Total
2025	\$ 233,916	\$ 28,994	\$ 262,910
2026	210,265	20,996	231,261
2027	120,480	13,204	133,684
2028	82,877	8,459	91,336
2029	86,980	4,332	91,312
Total	<u>\$ 734,518</u>	<u>\$ 75,985</u>	<u>\$ 810,503</u>

On July 25, 2024, the City entered into a lease purchase agreement with a local financial institution for the purchase of a new sanitation truck in the amount of \$395,637. The agreement carries an interest rate of 4.98% and is scheduled to mature on July 25, 2029.

Legal Debt Margin. The City is subject to the municipal finance law of the State of Kansas which limits the net bonded debt the City may have outstanding up to 30 percent of the assessed value of all tangible personal property within the City, as certified to the County Clerk on the proceeding August 25. As of December 31, 2024, the statutory limit for the City was \$20,448,101, providing a debt margin of approximately \$19,623,911.

Conduit Debt Obligations. From time to time, the City has issued Industrial Revenue Bonds to provide financial assistance to private-sector entities for the acquisition and construction of industrial and commercial facilities deemed to be in the public interest. The bonds are secured by the property financed and are payable solely from payments received on the underlying mortgage loans. Upon repayment of the bonds, ownership of the acquired facilities transfers to the private-sector entity served by the bond issuance. Neither the City, the State of Kansas nor any political subdivision thereof is obligated in any manner for repayment of the bonds. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements. As of December 31, 2024, there are two series of Industrial Revenue Bonds outstanding, with an aggregate original principal amount payable of \$7,810,000.

NOTE 8 - Contingencies

The City receives significant financial assistance from numerous federal and state governmental agencies in the form of grants and state pass-through aid. The disbursement of funds received under these programs generally requires compliance with the terms and conditions specified in the grant agreements and is subject to audit. Any disallowed claims resulting from such audits could become a liability of the General Fund or other applicable funds. However, in the opinion of management, any such disallowed claims would not have a material effect on any of the financial statements of the City as of December 31, 2024. The City is a party to various claims, none of which is expected to have material financial impact on the City.

NOTE 9 - Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, or destruction of assets; errors and omissions; injuries to employees; employees health and life; and natural disasters. The City manages these risks of loss through the purchase of various insurance policies.

The City has been unable to obtain workers' compensation insurance at a cost it considers to be economically justifiable. For this reason, the City has joined together with other cities in the State to participate in Kansas Municipal Insurance Trust (KMIT), a public entity risk pool currently operating as a common risk management and insurance program for participating members. The City pays annual premium to KMIT for its workers' compensation insurance coverage. The agreement to participate provides that KMIT will be self-sustaining through member premiums and will reinsure through commercial companies for claims in excess of a stated dollar amount for each insurance event. Additional premiums may be due if total claims for the pool are different than what has been anticipated by KMIT management.

CITY OF INDEPENDENCE, KANSAS
Notes to the Financial Statements
For the Year Ended December 31, 2024

NOTE 10 - Incentive Grant Agreement

During the year ended December 31, 2021, the City entered into an incentive grant agreement with Labette County Medical Center. This agreement calls for the City to pay Labette County Medical Center \$1,000,000 payable in ten equal annual payments of \$100,000 beginning March 1, 2023. The incentive grant agreement calls for Labette County Medical Center to hire and maintain an increasing number of full-time employees and physicians who live in the City and serve its residents.

On December 28, 2023, the City entered into an incentive grant agreement with KwiKom Communications. This agreement calls for the City to pay KwiKom Communications \$150,000 payable in three equal installments beginning on the date of the agreement. The incentive agreement calls for KwiKom Communications to construct broadband infrastructure within City limits.

NOTE 11 - City Retirement Benefit

The City offers eligible employees a retirement benefit in the form of a health insurance credit. To qualify, employees must be eligible to retire under KPERS. The retiring employee receives a one-year health insurance credit up to 110% of the cost of single health insurance coverage with individual dental coverage for every 10 years of continuous service to the City.

NOTE 12 - Subsequent Events

On March 27, 2025, the City issued Taxable General Obligation Bonds, Series 2025, in the amount of \$10,115,000. Proceeds of the bonds will be used to retire the City's General Obligation Temporary Notes, Series 2023-1, and provide permanent financing for the previously authorized improvements, the Public Water Supply System, and to pay the costs associated with the issuance of the Bonds. The Bonds carry an interest rate of 7.00% and are scheduled to mature on October 1, 2029.

NOTE 13 - Stewardship, Compliance, and Accountability

Expenditures in the Liability Insurance, Economic Development and Transportation, Special Use Sales Tax (Old), and the Bond and Interest funds exceeded the adopted budget for the year ended December 31, 2024, which is a violation of K.S.A. 79-2935.

CITY OF INDEPENDENCE, KANSAS
Summary of Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2024

<u>Funds</u>	<u>Certified Budget</u>	<u>Adjustment for Qualifying Budget Credits</u>	<u>Total Budget for Comparison</u>	<u>Expenditures Chargeable to Current Year</u>	<u>Variance Over [Under]</u>
General Funds:					
General	\$ 9,954,538	\$ 36,234	\$ 9,990,772	\$ 9,978,199	\$ [12,573]
Special Purpose Funds:					
General Fund Employee Benefits	1,036,040	-	1,036,040	970,400	[65,640]
Library	239,143	-	239,143	231,993	[7,150]
Special Alcohol	30,000	-	30,000	-	[30,000]
Special Parks and Recreation	134,000	-	134,000	76,508	[57,492]
Industrial	30,000	-	30,000	30,000	-
Liability Insurance	102,225	-	102,225	102,325	100
Economic Development and Transportation	1,756,961	-	1,756,961	1,758,505	1,544
Special Use Sales Tax (New)	2,750,000	-	2,750,000	2,666,578	[83,422]
Educational Sales Tax	2,934,733	-	2,934,733	2,851,351	[83,382]
Quality of Life Sales Tax	14,121	-	14,121	14,121	-
Special Use Sales Tax (Old)	-	-	-	20,703	20,703
Fight Addiction	41,116	-	41,116	-	[41,116]
Bond and Interest Funds:					
Bond and Interest	2,154,990	12,844	2,167,834	2,631,378	463,544
Business Fund:					
Airport	879,806	-	879,806	672,863	[206,943]
Water/Sewer Utility	6,904,977	-	6,904,977	6,825,090	[79,887]
Sanitation Utility	1,581,952	395,637	1,977,589	1,819,354	[158,235]

See independent auditor's report on the financial statements.

CITY OF INDEPENDENCE, KANSAS
General Fund
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For the Year Ended December 31, 2023)

	Prior Year <u>Actual</u>	<u>Current Year</u>		Variance Over [Under]
		<u>Actual</u>	<u>Budget</u>	
Receipts				
Taxes and Shared Receipts				
Ad Valorem Property Tax	\$ 1,639,349	\$ 2,049,918	\$ 2,200,438	\$ [150,520]
Delinquent Tax	107,021	102,855	95,000	7,855
Motor Vehicle Tax	224,358	250,321	216,621	33,700
Recreational Vehicle Tax	1,894	2,733	2,060	673
16/20M Vehicle Tax	-	835	845	[10]
Vehicle Rental Excise Tax	-	9,230	6,610	2,620
Commercial Vehicle Tax	-	9,768	7,052	2,716
Watercraft Tax	-	2,105	1,993	112
Neighborhood Revitalization	-	-	[33,713]	33,713
In Lieu of Tax	-	1,692	-	1,692
Nuisance Tax	11,748	4,200	5,000	[800]
Special Assessments	40,258	42,613	20,000	22,613
Franchise Tax	490,988	495,323	524,000	[28,677]
Sales Tax	2,478,539	2,666,579	2,400,000	266,579
Intergovernmental				
Local Alcohol Liquor Tax	38,957	43,748	41,387	2,361
Grants	180,918	183,254	138,000	45,254
Licenses and Permits	177,604	109,290	98,000	11,290
Fines, Forfeitures and Penalties	123,865	202,799	101,000	101,799
Charges for Services				
Ambulance Fees	746,475	1,063,468	800,000	263,468
Fire Fees	9,249	225	5,000	[4,775]
Cemetery Fees	59,165	57,925	58,500	[575]
Park Fees	39,820	28,782	52,500	[23,718]
Charge Offs and Recoveries	77,497	80,176	55,000	25,176
Use of Money and Property				
Interest Income	426,014	249,065	251,000	[1,935]
Rents	36,330	49,464	45,822	3,642
Memorial Hall Fees	45,133	28,884	30,000	[1,116]
Other Receipts				
Reimbursed Expense	156,793	36,234	3,500	32,734
Insurance Proceeds	-	30,612	-	30,612
Miscellaneous	[47,617]	121,646	1,143,792	[1,022,146]
Operating Transfers In	1,612,210	2,448,247	1,114,866	1,333,381
Total Receipts	<u>8,676,568</u>	<u>10,371,991</u>	<u>\$ 9,384,273</u>	<u>\$ 987,718</u>

See independent auditor's report on the financial statements.

CITY OF INDEPENDENCE, KANSAS
General Fund - Continued
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For the Year Ended December 31, 2023)

	Prior Year <u>Actual</u>	<u>Current Year</u>		Variance- Over [Under]
		<u>Actual</u>	<u>Budget</u>	
Expenditures				
Administration Department				
Personal Services	\$ 354,524	\$ 409,665	\$ 427,559	\$ [17,894]
Contractual Services	113,421	148,869	101,750	47,119
Commodities	3,221	14,220	15,000	[780]
Capital Outlay	26,229	7,130	25,000	[17,870]
	<u>497,395</u>	<u>579,884</u>	<u>569,309</u>	<u>10,575</u>
Municipal Court Department				
Personal Services	52,907	62,624	81,406	[18,782]
Contractual Services	82,503	94,061	86,412	7,649
Commodities	2,744	4,866	500	4,366
	<u>138,154</u>	<u>161,551</u>	<u>168,318</u>	<u>[6,767]</u>
City Hall Department				
Contractual Services	36,292	169,277	89,000	80,277
Commodities	1,074	11,977	3,206	8,771
	<u>37,366</u>	<u>181,254</u>	<u>92,206</u>	<u>89,048</u>
General Government Department				
Personal Services	17,979	23,919	65,450	[41,531]
Contractual Services	814,418	544,050	421,272	122,778
Commodities	3,379	12,271	13,000	[729]
Capital Outlay	1,017	859	20,000	[19,141]
	<u>836,793</u>	<u>581,099</u>	<u>519,722</u>	<u>61,377</u>
Finance and Records Department				
Personal Services	303,402	290,051	271,622	18,429
Contractual Services	48,630	81,035	140,614	[59,579]
Commodities	15,895	14,613	7,500	7,113
Capital Outlay	520	1,369	-	1,369
	<u>368,447</u>	<u>387,068</u>	<u>419,736</u>	<u>[32,668]</u>
Fire-EMS Department				
Personal Services	1,351,708	1,690,252	1,604,034	86,218
Contractual Services	192,099	232,871	167,000	65,871
Commodities	146,516	181,032	188,000	[6,968]
	<u>1,690,323</u>	<u>2,104,155</u>	<u>1,959,034</u>	<u>145,121</u>

See independent auditor's report on the financial statements.

CITY OF INDEPENDENCE, KANSAS
General Fund - Continued
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For the Year Ended December 31, 2023)

	Prior Year <u>Actual</u>	<u>Current Year</u>		Variance- Over [Under]
		<u>Actual</u>	<u>Budget</u>	
Expenditures - Continued				
Police Department				
Personal Services	\$ 1,416,581	\$ 1,572,405	\$ 1,925,309	\$ [352,904]
Contractual Services	126,873	160,694	131,000	29,694
Commodities	65,639	196,481	80,500	115,981
Capital Outlay	59,494	-	-	-
	<u>1,668,587</u>	<u>1,929,580</u>	<u>2,136,809</u>	<u>[207,229]</u>
Dispatch Department				
Personal Services	-	260,054	217,392	42,662
Contractual Services	-	2,530	-	2,530
Commodities	-	1,969	4,500	[2,531]
	<u>-</u>	<u>264,553</u>	<u>221,892</u>	<u>42,661</u>
Animal Control Department				
Personal Services	57,823	66,879	67,752	[873]
Contractual Services	21,022	57,637	47,400	10,237
Commodities	1,051	15,908	5,500	10,408
Capital Outlay	478	-	-	-
	<u>80,374</u>	<u>140,424</u>	<u>120,652</u>	<u>19,772</u>
Emergency Preparedness Department				
Contractual Services	14,707	26,808	17,000	9,808
Commodities	293	2,424	-	2,424
	<u>15,000</u>	<u>29,232</u>	<u>17,000</u>	<u>12,232</u>
Code Enforcement Department				
Personal Services	39,443	104,382	100,017	4,365
Contractual Services	24,746	28,401	18,100	10,301
Commodities	340	8,904	4,000	4,904
	<u>64,529</u>	<u>141,687</u>	<u>122,117</u>	<u>19,570</u>
Street Department				
Personal Services	292,548	377,821	412,413	[34,592]
Contractual Services	322,157	417,551	420,000	[2,449]
Commodities	221,126	196,423	286,000	[89,577]
Capital Outlay	-	11,176	20,000	[8,824]
	<u>835,831</u>	<u>1,002,971</u>	<u>1,138,413</u>	<u>[135,442]</u>
Economic Development Department				
Contractual Services	-	31,500	31,500	-

See independent auditor's report on the financial statements.

CITY OF INDEPENDENCE, KANSAS
General Fund - Continued
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For the Year Ended December 31, 2023)

	Prior Year <u>Actual</u>	<u>Current Year</u>		Variance- Over [Under]
		<u>Actual</u>	<u>Budget</u>	
Expenditures - Continued				
Park Department				
Personal Services	\$ 284,606	\$ 364,220	\$ 400,515	\$ [36,295]
Contractual Services	194,343	138,848	122,100	16,748
Commodities	41,908	61,957	40,300	21,657
Capital Outlay	2,514	-	-	-
	<u>523,371</u>	<u>565,025</u>	<u>562,915</u>	<u>2,110</u>
Recreation Department				
Contractual Services	-	28,030	25,000	3,030
	<u>-</u>	<u>28,030</u>	<u>25,000</u>	<u>3,030</u>
Zoo Department				
Personal Services	273,106	326,877	317,425	9,452
Contractual Services	34,226	48,678	50,100	[1,422]
Commodities	103,439	106,058	91,500	14,558
Capital Outlay	-	13,900	15,000	[1,100]
	<u>410,771</u>	<u>495,513</u>	<u>474,025</u>	<u>21,488</u>
Cemetery Department				
Personal Services	174,882	176,647	203,208	[26,561]
Contractual Services	9,869	24,072	18,100	5,972
Commodities	18,375	15,614	13,750	1,864
Capital Outlay	13,465	14,950	32,300	[17,350]
	<u>216,591</u>	<u>231,283</u>	<u>267,358</u>	<u>[36,075]</u>
Library Department				
Contractual Services	-	13,832	30,000	[16,168]
Commodities	-	683	-	683
	<u>-</u>	<u>14,515</u>	<u>30,000</u>	<u>[15,485]</u>
Memorial Hall Department				
Personal Services	119,960	145,073	131,887	13,186
Contractual Services	167,445	126,793	203,100	[76,307]
Commodities	11,435	15,781	14,500	1,281
Capital Outlay	-	-	-	-
	<u>298,840</u>	<u>287,647</u>	<u>349,487</u>	<u>[61,840]</u>
Building D Department				
Personal Services	52,596	7,497	54,623	[47,126]
Contractual Services	342,053	236,534	282,000	[45,466]
Commodities	9,750	2,851	4,000	[1,149]
Capital Outlay	-	184,259	200,000	[15,741]
	<u>404,399</u>	<u>431,141</u>	<u>540,623</u>	<u>[109,482]</u>

See independent auditor's report on the financial statements.

CITY OF INDEPENDENCE, KANSAS
General Fund - Continued
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For the Year Ended December 31, 2023)

	Prior Year <u>Actual</u>	<u>Current Year</u>		Variance- Over [Under]
		<u>Actual</u>	<u>Budget</u>	<u>[Under]</u>
Expenditures - Continued				
Planning and Zoning Department				
Contractual Services	\$ -	\$ 878	\$ -	\$ 878
	-	878	-	878
Other Culture and Recreation				
Contractual Services	-	25,500	25,500	-
	-	25,500	25,500	-
Special Improvements				
Capital Outlay	31,626	-	-	-
	31,626	-	-	-
Operating Transfers Out	805,315	363,709	162,922	200,787
Adjustment for Qualifying Budget Credits	-	-	36,234	[36,234]
Total Expenditures	8,923,712	9,978,199	\$ 9,990,772	\$ [12,573]
Receipts Over [Under] Expenditures	[247,144]	393,792		
Unencumbered Cash, Beginning	1,727,867	1,480,723		
Unencumbered Cash, Ending	\$ 1,480,723	\$ 1,874,515		

See independent auditor's report on the financial statements.

CITY OF INDEPENDENCE, KANSAS
General Fund Employee Benefits Fund
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For the Year Ended December 31, 2023)

	Prior Year <u>Actual</u>	<u>Current Year</u>		Variance Over [Under]
		<u>Actual</u>	<u>Budget</u>	
Receipts				
Taxes and Shared Receipts				
Ad Valorem Property Tax	\$ 669,244	\$ 866,508	\$ 987,500	\$ [120,992]
Delinquent Tax	42,824	23,064	30,000	[6,936]
Motor Vehicle Tax	87,402	43,806	88,427	[44,621]
Recreational Vehicle Tax	1,816	383	841	[458]
16/20 M Vehicle Tax	-	291	345	[54]
Vehicle Rental Excise Tax	-	1,237	2,681	[1,444]
Commercial Vehicle Tax	-	2,761	2,878	[117]
Watercraft Tax	-	699	814	[115]
Neighborhood Revitalization	-	-	[15,128]	15,128
Use of Money and Property				
Interest Income	8,089	5,145	5,000	145
Other Receipts				
Reimbursed Expense	457	-	-	-
Miscellaneous	2,500	-	-	-
Total Receipts	<u>812,332</u>	<u>943,894</u>	<u>\$ 1,103,358</u>	<u>\$ [159,464]</u>
Expenditures				
General Government				
Personal Services	744,735	443,484	\$ 1,026,040	\$ [582,556]
Contractual Services	120,564	12,050	10,000	2,050
Operating Transfers Out	-	514,866	-	514,866
Total Expenditures	<u>865,299</u>	<u>970,400</u>	<u>\$ 1,036,040</u>	<u>\$ [65,640]</u>
Receipts Over [Under] Expenditures	[52,967]	[26,506]		
Unencumbered Cash, Beginning	<u>68,888</u>	<u>15,921</u>		
Unencumbered Cash, Ending	<u>\$ 15,921</u>	<u>\$ [10,585]</u>		

See independent auditor's report on the financial statements.

CITY OF INDEPENDENCE, KANSAS
Library Fund
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For the Year Ended December 31, 2023)

	Prior Year <u>Actual</u>	<u>Current Year</u>		Variance Over [Under]
		<u>Actual</u>	<u>Budget</u>	
Receipts				
Taxes and Shared Receipts				
Ad Valorem Property Tax	\$ 188,729	\$ 194,428	\$ 213,141	\$ [18,713]
Delinquent Tax	13,953	10,878	8,500	2,378
Motor Vehicle Tax	26,875	24,092	24,938	[846]
Recreational Vehicle Tax	601	255	237	18
16/20 M Vehicle Tax	-	93	97	[4]
Vehicle Rental Excise Tax	-	859	-	859
Commercial Vehicle Tax	-	1,025	812	213
Watercraft Tax	-	230	229	1
Addtl MVT	-	-	-	-
Neighborhood Revitalization	-	-	[3,275]	3,275
In Lieu of Tax	-	133	-	133
Total Receipts	<u>230,158</u>	<u>231,993</u>	<u>\$ 244,679</u>	<u>\$ [12,686]</u>
Expenditures				
Culture and Recreation				
Appropriation to Library Board	<u>230,158</u>	<u>231,993</u>	<u>\$ 239,143</u>	<u>\$ [7,150]</u>
Total Expenditures	<u>230,158</u>	<u>231,993</u>	<u>\$ 239,143</u>	<u>\$ [7,150]</u>
Receipts Over [Under] Expenditures	-	-		
Unencumbered Cash, Beginning	-	-		
Unencumbered Cash, Ending	<u>\$ -</u>	<u>\$ -</u>		

See independent auditor's report on the financial statements.

CITY OF INDEPENDENCE, KANSAS
Special Alcohol Fund
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For the Year Ended December 31, 2023)

	Prior Year <u>Actual</u>	<u>Current Year</u>		Variance Over [Under]
		<u>Actual</u>	<u>Budget</u>	
Receipts				
Intergovernmental				
Local Alcohol Liquor Tax	\$ 38,957	\$ 43,748	\$ 41,387	\$ 2,361
Total Receipts	<u>38,957</u>	<u>43,748</u>	<u>\$ 41,387</u>	<u>\$ 2,361</u>
Expenditures				
Culture and Recreation				
Contractual Services	<u>30,000</u>	<u>-</u>	<u>\$ 30,000</u>	<u>\$ [30,000]</u>
Total Expenditures	<u>30,000</u>	<u>-</u>	<u>\$ 30,000</u>	<u>\$ [30,000]</u>
Receipts Over [Under] Expenditures	8,957	43,748		
Unencumbered Cash, Beginning	<u>66,225</u>	<u>75,182</u>		
Unencumbered Cash, Ending	<u>\$ 75,182</u>	<u>\$ 118,930</u>		

See independent auditor's report on the financial statements.

CITY OF INDEPENDENCE, KANSAS
Special Parks and Recreation Fund
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For the Year Ended December 31, 2023)

	Prior Year <u>Actual</u>	<u>Current Year</u>		Variance Over [Under]
		<u>Actual</u>	<u>Budget</u>	
Receipts				
Intergovernmental				
Local Alcohol Liquor Tax	\$ 38,956	\$ 51,826	\$ 41,387	\$ 10,439
Use of Money and Property				
Interest Income	-	3,449	-	3,449
Other Receipts				
Miscellaneous	<u>6,323</u>	<u>-</u>	<u>6,500</u>	<u>[6,500]</u>
Total Receipts	<u>45,279</u>	<u>55,275</u>	<u>\$ 47,887</u>	<u>\$ 7,388</u>
Expenditures				
Culture and Recreation				
Contractual Services	<u>24,000</u>	<u>76,508</u>	<u>\$ 134,000</u>	<u>\$ [57,492]</u>
Total Expenditures	<u>24,000</u>	<u>76,508</u>	<u>\$ 134,000</u>	<u>\$ [57,492]</u>
Receipts Over [Under] Expenditures	21,279	[21,233]		
Unencumbered Cash, Beginning	<u>85,151</u>	<u>106,430</u>		
Unencumbered Cash, Ending	<u>\$ 106,430</u>	<u>\$ 85,197</u>		

See independent auditor's report on the financial statements.

CITY OF INDEPENDENCE, KANSAS
Industrial Fund
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For the Year Ended December 31, 2023)

	Prior Year <u>Actual</u>	<u>Current Year</u>		Variance Over [Under]
		<u>Actual</u>	<u>Budget</u>	
Receipts				
Taxes and Shared Receipts				
Ad Valorem Property Tax	\$ 23,596	\$ 20,633	\$ 22,954	\$ [2,321]
Delinquent Tax	1,239	1,154	1,131	23
Motor Vehicle Tax	3,459	3,080	3,081	[1]
Recreational Vehicle Tax	64	22	22	-
16/20 M Vehicle Tax	-	13	12	1
Vehicle Rental Excise Tax	-	112	112	-
Commercial Vehicle Tax	-	129	129	-
Watercraft Tax	-	29	29	-
Neighborhood Revitalization	-	-	[316]	316
In Lieu of Tax	-	14	-	14
Use of Money and Property				
Interest Income	918	201	225	[24]
Total Receipts	<u>29,276</u>	<u>25,387</u>	<u>\$ 27,379</u>	<u>\$ [1,992]</u>
Expenditures				
General Government				
Appropriations	25,000	30,000	\$ 30,000	\$ -
Total Expenditures	<u>25,000</u>	<u>30,000</u>	<u>\$ 30,000</u>	<u>\$ -</u>
Receipts Over [Under] Expenditures	4,276	[4,613]		
Unencumbered Cash, Beginning	<u>759</u>	<u>5,035</u>		
Unencumbered Cash, Ending	<u>\$ 5,035</u>	<u>\$ 422</u>		

See independent auditor's report on the financial statements.

CITY OF INDEPENDENCE, KANSAS
 Liability Insurance Fund
 Schedule of Receipts and Expenditures - Actual and Budget
 Regulatory Basis
 For the Year Ended December 31, 2024
 (With Comparative Actual Amounts For the Year Ended December 31, 2023)

	Prior Year <u>Actual</u>	<u>Current Year</u>		Variance Over [Under]
		<u>Actual</u>	<u>Budget</u>	
Receipts				
Taxes and Shared Receipts				
Ad Valorem Property Tax	\$ 56,576	\$ 2	\$ 12	\$ [10]
Delinquent Tax	5,215	3,385	3,375	10
Motor Vehicle Tax	10,130	7,625	7,625	-
Recreational Vehicle Tax	199	80	80	-
16/20 M Vehicle Tax	-	36	36	-
Vehicle Rental Excise Tax	-	290	290	-
Commercial Vehicle Tax	-	314	314	-
Watercraft Tax	-	70	70	-
Use of Money and Property				
Interest Income	8,512	6,457	5,600	857
Other Receipts				
Reimbursed Expense	56,063	-	-	-
Total Receipts	<u>136,695</u>	<u>18,259</u>	<u>\$ 17,402</u>	<u>\$ 857</u>
Expenditures				
General Government				
Contractual Services	89,736	102,325	\$ 102,225	\$ 100
Total Expenditures	<u>89,736</u>	<u>102,325</u>	<u>\$ 102,225</u>	<u>\$ 100</u>
Receipts Over [Under] Expenditures	46,959	[84,066]		
Unencumbered Cash, Beginning	<u>177,855</u>	<u>224,814</u>		
Unencumbered Cash, Ending	<u>\$ 224,814</u>	<u>\$ 140,748</u>		

See independent auditor's report on the financial statements.

CITY OF INDEPENDENCE, KANSAS
Economic Development and Transportation Fund
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For the Year Ended December 31, 2023)

	Prior Year <u>Actual</u>	<u>Current Year</u>		Variance Over [Under]
		<u>Actual</u>	<u>Budget</u>	
Receipts				
Taxes and Shared Receipts				
Franchise Tax	\$ 323,720	\$ 326,660	\$ 346,000	\$ [19,340]
Use of Money and Property				
Interest Income	305,357	397,656	50,000	347,656
Other Receipts				
Reimbursed Expense	21,800	-	-	-
Operating Transfers In	<u>623,927</u>	<u>133,329</u>	<u>120,000</u>	<u>13,329</u>
Total Receipts	<u>1,274,804</u>	<u>857,645</u>	<u>\$ 516,000</u>	<u>\$ 341,645</u>
Expenditures				
General Government				
Capital Outlay	106,582	1,108,505	\$ 1,106,961	\$ 1,544
Operating Transfers Out	<u>400,000</u>	<u>650,000</u>	<u>650,000</u>	<u>-</u>
Total Expenditures	<u>506,582</u>	<u>1,758,505</u>	<u>\$ 1,756,961</u>	<u>\$ 1,544</u>
Receipts Over [Under] Expenditures	768,222	[900,860]		
Unencumbered Cash, Beginning	<u>1,391,591</u>	<u>2,159,813</u>		
Unencumbered Cash, Ending	<u>\$ 2,159,813</u>	<u>\$ 1,258,953</u>		

See independent auditor's report on the financial statements.

CITY OF INDEPENDENCE, KANSAS
Special Use Sales Tax (New) Fund
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For the Year Ended December 31, 2023)

	Prior Year <u>Actual</u>	<u>Current Year</u>		Variance Over [Under]
		<u>Actual</u>	<u>Budget</u>	
Receipts				
Taxes and Shared Revenue				
Sales Tax	\$ 2,478,539	\$ 2,666,578	\$ 2,400,000	\$ 266,578
Total Receipts	<u>2,478,539</u>	<u>2,666,578</u>	<u>\$ 2,400,000</u>	<u>\$ 266,578</u>
Expenditures				
Operating Transfers Out	<u>2,478,539</u>	<u>2,666,578</u>	<u>\$ 2,750,000</u>	<u>\$ [83,422]</u>
Total Expenditures	<u>2,478,539</u>	<u>2,666,578</u>	<u>\$ 2,750,000</u>	<u>\$ [83,422]</u>
Receipts Over [Under] Expenditures	-	-		
Unencumbered Cash, Beginning	-	-		
Unencumbered Cash, Ending	<u>\$ -</u>	<u>\$ -</u>		

See independent auditor's report on the financial statements.

CITY OF INDEPENDENCE, KANSAS
Educational Sales Tax Fund
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For the Year Ended December 31, 2023)

	Prior Year <u>Actual</u>	<u>Current Year</u>		Variance Over [Under]
		<u>Actual</u>	<u>Budget</u>	
Receipts				
Taxes and Shared Revenue				
Sales Tax	\$ 2,478,539	\$ 2,666,578	\$ 2,400,000	\$ 266,578
Total Receipts	<u>2,478,539</u>	<u>2,666,578</u>	<u>\$ 2,400,000</u>	<u>\$ 266,578</u>
Expenditures				
Culture and Recreation				
Contractual Services	2,048,066	2,600,051	\$ 2,683,433	\$ [83,382]
Operating Transfers Out	<u>245,700</u>	<u>251,300</u>	<u>251,300</u>	<u>-</u>
Total Expenditures	<u>2,293,766</u>	<u>2,851,351</u>	<u>\$ 2,934,733</u>	<u>\$ [83,382]</u>
Receipts Over [Under] Expenditures	184,773	[184,773]		
Unencumbered Cash, Beginning	<u>-</u>	<u>184,773</u>		
Unencumbered Cash, Ending	<u>\$ 184,773</u>	<u>\$ -</u>		

See independent auditor's report on the financial statements.

CITY OF INDEPENDENCE, KANSAS
Quality of Life Sales Tax Fund
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For the Year Ended December 31, 2023)

	Prior Year <u>Actual</u>	<u>Current Year</u>		Variance Over [Under]
		<u>Actual</u>	<u>Budget</u>	
Receipts				
Use of Money and Property				
Interest Income	\$ -	\$ -	\$ -	\$ -
Total Receipts	-	-	-	-
Expenditures				
Operating Transfers Out	-	14,121	\$ 14,121	\$ -
Total Expenditures	-	14,121	\$ 14,121	\$ -
Receipts Over [Under] Expenditures	-	[14,121]		
Unencumbered Cash, Beginning	14,121	14,121		
Unencumbered Cash, Ending	\$ 14,121	\$ -		

See independent auditor's report on the financial statements.

CITY OF INDEPENDENCE, KANSAS
Special Use Sales Tax (Old) Fund
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For the Year Ended December 31, 2023)

	Prior Year <u>Actual</u>	<u>Current Year</u>		Variance Over [Under]
		<u>Actual</u>	<u>Budget</u>	<u>[Under]</u>
Receipts				
Taxes and Shared Revenue				
Sales Tax	\$ -	\$ -	\$ -	\$ -
Total Receipts	-	-	-	-
Expenditures				
General Government				
Capital Outlay	36,527	20,703	\$ -	\$ 20,703
Operating Transfers Out	485,834	-	-	-
Total Expenditures	522,361	20,703	\$ -	\$ 20,703
Receipts Over [Under] Expenditures	[522,361]	[20,703]		
Unencumbered Cash, Beginning	538,689	16,328		
Prior Year Cancelled Encumbrance	-	-		
Unencumbered Cash, Ending	\$ 16,328	\$ [4,375]		

See independent auditor's report on the financial statements.

CITY OF INDEPENDENCE, KANSAS
 Combined Special Highway & Streets Fund
 Schedule of Receipts and Expenditures - Actual and Budget
 Regulatory Basis
 For the Year Ended December 31, 2024
 (With Comparative Actual Amounts For the Year Ended December 31, 2023)

	Prior Year <u>Actual</u>	<u>Current Year</u>		Variance Over [Under]
		<u>Actual</u>	<u>Budget</u>	
Receipts				
Intergovernmental				
Special Highway Tax	\$ 365,880	\$ 471,870	\$ 465,630	\$ 6,240
Total Receipts	<u>365,880</u>	<u>471,870</u>	<u>465,630</u>	<u>6,240</u>
Expenditures				
Operating Transfers Out	<u>365,880</u>	<u>461,777</u>	<u>465,630</u>	<u>[3,853]</u>
Total Expenditures	<u>365,880</u>	<u>461,777</u>	<u>465,630</u>	<u>[3,853]</u>
Receipts Over [Under] Expenditures	-	10,093		
Unencumbered Cash, Beginning	<u>-</u>	<u>-</u>		
Unencumbered Cash, Ending	<u>\$ -</u>	<u>\$ 10,093</u>		

See independent auditor's report on the financial statements.

CITY OF INDEPENDENCE, KANSAS
Fight Addiction Fund
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For the Year Ended December 31, 2023)

	Prior Year <u>Actual</u>	<u>Current Year</u>		Variance Over [Under]
		<u>Actual</u>	<u>Budget</u>	
Receipts				
Intergovernmental				
Settlement Proceeds	\$ 23,513	\$ 26,184	\$ -	\$ 26,184
Use of Money and Property				
Interest Income	-	1,276	-	1,276
Total Receipts	<u>23,513</u>	<u>27,460</u>	<u>\$ -</u>	<u>\$ 27,460</u>
Expenditures				
Contractual Services	-	-	\$ 41,116	\$ [41,116]
Total Expenditures	<u>-</u>	<u>-</u>	<u>\$ 41,116</u>	<u>\$ [41,116]</u>
Receipts Over [Under] Expenditures	23,513	27,460		
Unencumbered Cash, Beginning	<u>2,070</u>	<u>25,583</u>		
Unencumbered Cash, Ending	<u>\$ 25,583</u>	<u>\$ 53,043</u>		

See independent auditor's report on the financial statements.

CITY OF INDEPENDENCE, KANSAS
Non-Budgeted Special Purpose Funds
Schedule of Receipts and Expenditures - Actual*
Regulatory Basis
For the Year Ended December 31, 2024

	Special Park <u>Fund</u>	Crime Prevention <u>Fund</u>	Law Enforcement <u>Trust Fund</u>	Downtown Tree Replacement <u>Fund</u>	Demolition <u>Fund</u>
Receipts					
Use of Money and Property					
Interest Income	\$ 2,213	\$ -	\$ 566	\$ 653	\$ -
Rents	-	-	-	-	-
Other Receipts					
Reimbursed Expense	-	-	-	-	-
Donations	71,674	-	-	-	-
Miscellaneous	-	-	148	-	17,386
Operating Transfers In	-	-	-	-	50,000
Total Receipts	<u>73,887</u>	<u>-</u>	<u>714</u>	<u>653</u>	<u>67,386</u>
Expenditures					
General Government					
Contractual Services	-	-	-	-	-
Commodities	-	-	1,650	-	-
Capital Outlay	51,165	-	-	-	80,745
Total Expenditures	<u>51,165</u>	<u>-</u>	<u>1,650</u>	<u>-</u>	<u>80,745</u>
Receipts Over [Under] Expenditures	22,722	-	[936]	653	[13,359]
Unencumbered Cash, Beginning	<u>47,549</u>	<u>589</u>	<u>14,594</u>	<u>16,145</u>	<u>16,241</u>
Unencumbered Cash, Ending	<u>\$ 70,271</u>	<u>\$ 589</u>	<u>\$ 13,658</u>	<u>\$ 16,798</u>	<u>\$ 2,882</u>

* - These funds are not required to be budgeted.

CITY OF INDEPENDENCE, KANSAS
Non-Budgeted Special Purpose Funds-Continued
Schedule of Receipts and Expenditures - Actual*
Regulatory Basis
For the Year Ended December 31, 2024

Memorial Hall Fund	E-911 (Old) Fund	E-911 (New) Fund	Incubator Building Fund	Logan Fountain Fund	City Grants Fund	Land Bank Fund	Employee Wellness Fund
\$ -	\$ -	\$ 10,709	\$ -	\$ -	\$ -	\$ 1,516	\$ 2,212
-	-	-	34,045	-	-	-	-
-	-	-	-	-	4,493	-	-
-	-	-	-	-	-	-	-
-	-	136,781	-	-	-	1,281	17,698
-	-	-	-	-	200,000	-	-
-	-	147,490	34,045	-	204,493	2,797	19,910
-	-	66,009	-	-	-	56	4,572
-	-	51,449	-	-	-	780	-
-	-	-	-	-	176,981	22,744	-
-	-	117,458	-	-	176,981	23,580	4,572
-	-	30,032	34,045	-	27,512	[20,783]	15,338
14,645	4,697	263,313	96,750	124	332,215	55,464	46,898
<u>\$ 14,645</u>	<u>\$ 4,697</u>	<u>\$ 293,345</u>	<u>\$ 130,795</u>	<u>\$ 124</u>	<u>\$ 359,727</u>	<u>\$ 34,681</u>	<u>\$ 62,236</u>

* - These funds are not required to be budgeted.

CITY OF INDEPENDENCE, KANSAS
Grant Funds
Schedule of Receipts and Expenditures - Actual*
Regulatory Basis
For the Year Ended December 31, 2024

	Fire/EMS Grant <u>Fund</u>	Walmart Grant <u>Fund</u>	Federal Grants <u>Fund</u>
Receipts			
Intergovernmental			
Grants	\$ -	\$ -	\$ 358,164
Other Receipts			
Reimbursed Expense	-	-	2,487
Donations	51,278	-	-
Total Receipts	<u>51,278</u>	<u>-</u>	<u>360,651</u>
Expenditures			
General Government			
Capital Outlay	13,232	-	720,501
Total Expenditures	<u>13,232</u>	<u>-</u>	<u>720,501</u>
Receipts Over [Under] Expenditures	38,046	-	[359,850]
Unencumbered Cash, Beginning	<u>[35,698]</u>	<u>3,046</u>	<u>91,281</u>
Unencumbered Cash, Ending	<u>\$ 2,348</u>	<u>\$ 3,046</u>	<u>\$ [268,569]</u>

* - These funds are not required to be budgeted.

CITY OF INDEPENDENCE, KANSAS
Bond and Interest Fund
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For the Year Ended December 31, 2023)

	Prior Year	Current Year		Variance Over
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>[Under]</u>
Receipts				
Taxes and Shared Receipts				
Delinquent Tax	\$ 216	\$ 160	\$ 160	\$ -
Motor Vehicle Tax	16	-	-	-
Special Assessments	2,696	15,611	15,611	-
Bond Proceeds	-	12,844	12,844	-
Operating Transfers In	1,834,604	2,642,094	2,636,955	5,139
Total Receipts	<u>1,837,532</u>	<u>2,670,709</u>	<u>\$ 2,665,570</u>	<u>\$ 5,139</u>
Expenditures				
Debt Service				
Principal	1,290,000	1,105,000	\$ 1,105,000	\$ -
Interest	620,256	1,526,378	1,049,990	476,388
Cost of Issuance	10,780	-	-	-
Adjustment for Qualifying Budget Credits	-	-	12,844	[12,844]
Total Expenditures	<u>1,921,036</u>	<u>2,631,378</u>	<u>\$ 2,167,834</u>	<u>\$ 463,544</u>
Receipts Over [Under] Expenditures	[83,504]	39,331		
Unencumbered Cash, Beginning	<u>644,053</u>	<u>560,549</u>		
Unencumbered Cash, Ending	<u>\$ 560,549</u>	<u>\$ 599,880</u>		

See independent auditor's report on the financial statements.

CITY OF INDEPENDENCE, KANSAS
 Capital Reserve Funds
 Schedule of Receipts and Expenditures - Actual*
 Regulatory Basis
 For the Year Ended December 31, 2024

	General Capital Reserve Fund	Streets Capital Reserve Fund	Airport Capital Reserve Fund	Water/Sewer Capital Reserve Fund
Receipts				
Intergovernmental				
Special Highway Tax	\$ -	\$ 984,347	\$ -	\$ -
Use of Money and Property				
Interest Income	13,756	129,308	8,523	254,766
Other Receipts				
Miscellaneous	-	-	220,942	-
Operating Transfers In	<u>313,709</u>	<u>1,681,753</u>	<u>-</u>	<u>500,000</u>
Total Receipts	<u>327,465</u>	<u>2,795,408</u>	<u>229,465</u>	<u>754,766</u>
Expenditures				
General Government				
Capital Outlay	197,310	3,425,553	333,308	15,894
Operating Transfers Out	<u>-</u>	<u>498,000</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u>197,310</u>	<u>3,923,553</u>	<u>333,308</u>	<u>15,894</u>
Receipts Over [Under] Expenditures	130,155	[1,128,145]	[103,843]	738,872
Unencumbered Cash, Beginning	<u>381,212</u>	<u>2,919,319</u>	<u>416,989</u>	<u>4,933,129</u>
Unencumbered Cash, Ending	<u>\$ 511,367</u>	<u>\$ 1,791,174</u>	<u>\$ 313,146</u>	<u>\$ 5,672,001</u>

* - These funds are not required to be budgeted.

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CITY OF INDEPENDENCE, KANSAS
 Capital Project Funds
 Schedule of Receipts and Expenditures - Actual*
 Regulatory Basis
 For the Year Ended December 31, 2024

	Skate Park Fund	Water Treatment Facility Upgrade Fund	City Projects Fund	Penn/Chestnut - Oak Project Fund
Receipts				
Other Receipts				
Donations	\$ -	\$ -	\$ 60,703	\$ -
Reimbursed Expense	-	211,769	-	-
Miscellaneous	-	-	2,693,004	-
Intergovernmental				
Grants	-	-	-	-
Debt Proceeds	-	-	4,603,711	-
Operating Transfers In	-	-	334,110	-
Total Receipts	-	211,769	7,691,528	-
Expenditures				
General Government				
Contractual Services	-	-	69,251	-
Capital Outlay	1,691	13,549	5,957,200	-
Operating Transfers Out	4	-	120,316	-
Total Expenditures	1,695	13,549	6,146,767	-
Receipts Over [Under] Expenditure	[1,695]	198,220	1,544,761	-
Unencumbered Cash, Beginning	1,695	[211,779]	[338,040]	34,943
Unencumbered Cash, Ending	\$ -	\$ [13,559]	\$ 1,206,721	\$ 34,943

* - These funds are not required to be budgeted.

CITY OF INDEPENDENCE, KANSAS
 Capital Project Funds - Continued
 Schedule of Receipts and Expenditures - Actual*
 Regulatory Basis
 For the Year Ended December 31, 2024

2015-2016 KLINK Project Fund	Curb Ramps Project Fund	WPC Loan C20 2043 Project Fund	12" Pipeline - Bartlett Project Fund	KPWSL #3058 Waterline Project Fund
\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-
-	-	-	-	-
-	-	2,000	1,300,000	-
-	-	-	-	3,179,065
-	-	-	-	-
-	-	<u>2,000</u>	<u>1,300,000</u>	<u>3,179,065</u>
-	-	-	-	-
-	38,841	23,167	5,571,922	2,912,620
-	-	-	866,389	-
-	<u>38,841</u>	<u>23,167</u>	<u>6,438,311</u>	<u>2,912,620</u>
-	[38,841]	[21,167]	[5,138,311]	266,445
<u>318,879</u>	<u>779,640</u>	<u>[1,354,182]</u>	<u>9,121,303</u>	<u>[430,170]</u>
<u>\$ 318,879</u>	<u>\$ 740,799</u>	<u>\$ [1,375,349]</u>	<u>\$ 3,982,992</u>	<u>\$ [163,725]</u>

* - These funds are not required to be budgeted.

CITY OF INDEPENDENCE, KANSAS
 Airport Fund
 Schedule of Receipts and Expenditures - Actual and Budget
 Regulatory Basis
 For the Year Ended December 31, 2024
 (With Comparative Actual Amounts For the Year Ended December 31, 2023)

	Prior Year	Current Year		Variance Over
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>[Under]</u>
Receipts				
Charges for Service				
Fuel Sales	\$ 584,253	\$ -	\$ 760,000	\$ [760,000]
Rents	131,585	134,758	100,000	34,758
Use of Money and Property				
Interest Income	2,596	1,299	5,000	[3,701]
Other Receipts				-
Reimbursed Expense	26,999	470	-	470
Miscellaneous	5,124	538,016	4,000	534,016
Operating Transfers In	-	-	19,300	[19,300]
Total Receipts	<u>750,557</u>	<u>674,543</u>	<u>\$ 888,300</u>	<u>\$ [213,757]</u>
Expenditures				
Finance and Records Department				
Personal Services	99,575	113,292	\$ 121,705	\$ [8,413]
Contractual Services	177,367	505,032	738,801	[233,769]
Commodities	466,152	35,242	-	35,242
Capital Outlay	-	-	19,300	[19,300]
Finance Lease Payments	19,297	19,297	-	19,297
Operating Transfers Out	50,000	-	-	-
Total Expenditures	<u>812,391</u>	<u>672,863</u>	<u>\$ 879,806</u>	<u>\$ [206,943]</u>
Receipts Over [Under] Expenditures	[61,834]	1,680		
Unencumbered Cash, Beginning	<u>109,412</u>	<u>47,578</u>		
Unencumbered Cash, Ending	<u>\$ 47,578</u>	<u>\$ 49,258</u>		

See independent auditor's report on the financial statements.

CITY OF INDEPENDENCE, KANSAS
Water and Sewer Utility Fund
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For the Year Ended December 31, 2023)

	Prior Year <u>Actual</u>	<u>Current Year</u>		Variance Over Under]
		<u>Actual</u>	<u>Budget</u>	
Receipts				
Charges for Service				
Water Sales	\$ 2,963,260	\$ 3,168,070	\$ 3,718,927	\$ [550,857]
Sewer Charges	2,434,668	2,153,564	2,550,250	[396,686]
Late Fees	98,793	90,357	125,000	[34,643]
Turn on & Turn off	27,199	42,949	35,000	7,949
Charge Offs and Recoveries	[2,945]	10,965	-	10,965
Other Charges	5,000	11,571	1,500	10,071
Use of Money and Property				
Interest Income	125,511	112,912	75,000	37,912
Other Receipts				
Reimbursed Expense	29,803	[584]	85,000	[85,584]
Insurance Proceeds	-	23,458	-	23,458
Miscellaneous	16,099	5,506	15,000	[9,494]
Total Receipts	<u>5,697,388</u>	<u>5,618,768</u>	<u>\$ 6,605,677</u>	<u>\$ [986,909]</u>
Expenditures				
Water Production				
Personal Services	508,318	544,799	\$ 541,132	\$ 3,667
Contractual Services	418,108	589,412	362,000	227,412
Commodities	558,665	720,448	796,500	[76,052]
Capital Outlay	-	22,052	30,000	[7,948]
	<u>1,485,091</u>	<u>1,876,711</u>	<u>1,729,632</u>	<u>147,079</u>
Water Distribution				
Personal Services	535,084	681,838	615,164	66,674
Contractual Services	41,548	255,924	51,000	204,924
Commodities	441,813	444,346	376,100	68,246
	<u>1,018,445</u>	<u>1,382,108</u>	<u>1,042,264</u>	<u>339,844</u>
Sewer Treatment				
Personal Services	211,915	206,258	203,406	2,852
Contractual Services	171,378	225,333	224,500	833
Commodities	56,542	35,378	65,500	[30,122]
	<u>439,835</u>	<u>466,969</u>	<u>493,406</u>	<u>[26,437]</u>

See independent auditor's report on the financial statements.

CITY OF INDEPENDENCE, KANSAS
Water and Sewer Utility Fund - Continued
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For the Year Ended December 31, 2023)

	Prior Year <u>Actual</u>	<u>Current Year</u>		Variance Over [Under]
		<u>Actual</u>	<u>Budget</u>	
Expenditures (Continued)				
Sewer Collections				
Personal Services	\$ 77,234	\$ 9,473	\$ 82,332	\$ [72,859]
Contractual Services	27,384	12,669	29,000	[16,331]
Commodities	18,068	42,226	169,900	[127,674]
Capital Outlay	86,091	-	-	-
	<u>208,777</u>	<u>64,368</u>	<u>281,232</u>	<u>[216,864]</u>
Water/Sewer Administration				
Personal Services	137,668	380,351	286,795	93,556
Contractual Services	391,826	484,526	483,216	1,310
Commodities	8,093	17,854	6,500	11,354
Capital Outlay	32,051	-	-	-
	<u>569,638</u>	<u>882,731</u>	<u>776,511</u>	<u>106,220</u>
Debt Service				
Principal	195,933	-	-	-
	<u>195,933</u>	<u>-</u>	<u>-</u>	<u>-</u>
Mg Co Sewer District KDHE	8,028	393,961	461,630	[67,669]
Operating Transfers Out	<u>2,529,895</u>	<u>1,758,242</u>	<u>2,120,302</u>	<u>[362,060]</u>
Total Expenditures	<u>6,455,642</u>	<u>6,825,090</u>	<u>\$ 6,904,977</u>	<u>\$ [79,887]</u>
Receipts Over [Under] Expenditures	[758,254]	[1,206,322]		
Unencumbered Cash, Beginning	<u>3,691,980</u>	<u>2,933,726</u>		
Unencumbered Cash, Ending	<u>\$ 2,933,726</u>	<u>\$ 1,727,404</u>		

See independent auditor's report on the financial statements.

CITY OF INDEPENDENCE, KANSAS
Sanitation Utility Fund
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For the Year Ended December 31, 2023)

	Prior Year	Current Year		Variance Over
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>[Under]</u>
Receipts				
Charges for Service				
Trash Collections	\$ 1,201,265	\$ 1,220,762	\$ 1,235,000	\$ [14,238]
Charge Offs and Recoveries	[13,460]	1,674	-	1,674
Other Charges	10,057	-	-	-
Use of Money and Property				
Interest Income	21,426	17,588	14,000	3,588
Other Receipts				-
Miscellaneous	6,111	10,934	85,000	[74,066]
Finance Lease Proceeds	-	395,637	-	395,637
Total Receipts	<u>1,225,399</u>	<u>1,646,595</u>	<u>\$ 1,334,000</u>	<u>\$ 312,595</u>
Expenditures				
Collections				
Personal Services	508,218	692,886	\$ 607,920	\$ 84,966
Contractual Services	577,701	441,578	500,243	[58,665]
Commodities	76,791	108,935	93,500	15,435
Capital Outlay	12,894	395,667	80,000	315,667
Finance Lease Payment	42,348	42,348	162,349	[120,001]
Operating Transfers Out	135,850	137,940	137,940	-
Adjustment for Qualifying Budget Credits	-	-	395,637	[395,637]
Total Expenditures	<u>1,353,802</u>	<u>1,819,354</u>	<u>\$ 1,977,589</u>	<u>\$ [158,235]</u>
Receipts Over [Under] Expenditures	[128,403]	[172,759]		
Unencumbered Cash, Beginning	<u>530,356</u>	<u>401,953</u>		
Unencumbered Cash, Ending	<u>\$ 401,953</u>	<u>\$ 229,194</u>		

See independent auditor's report on the financial statements.

CITY OF INDEPENDENCE, KANSAS
 Grinder Pump Replacement Fund
 Schedule of Receipts and Expenditures - Actual*
 Regulatory Basis
 For the Year Ended December 31, 2024

	<u>Actual</u>
Receipts	
Charges for Service	
Sewer Charges	\$ 8,362
Use of Money and Property	
Interest Income	<u>13,112</u>
Total Receipts	<u>21,474</u>
Expenditures	
Public Works	
Commodities	<u>-</u>
Total Expenditures	<u>-</u>
Receipts Over [Under] Expenditures	21,474
Unencumbered Cash, Beginning	<u>290,040</u>
Unencumbered Cash, Ending	<u>\$ 311,514</u>

* - This fund is not required to be budgeted.

CITY OF INDEPENDENCE, KANSAS
 Agency Funds
 Summary of Receipts and Disbursements
 Regulatory Basis
 For the Year Ended December 31, 2024

<u>FUNDS</u>	<u>Beginning Cash Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Ending Cash Balance</u>
Fire Insurance Proceeds	\$ 14,995	\$ 54,705	\$ 31,920	\$ 37,780
Alcohol Assessment	3,820	-	-	3,820
First Aid Training	<u>1,828</u>	<u>427</u>	<u>1,094</u>	<u>1,161</u>
Total Agency Funds	<u>\$ 20,643</u>	<u>\$ 55,132</u>	<u>\$ 33,014</u>	<u>\$ 42,761</u>

See independent auditor's report on the financial statements.

Schedule 4

CITY OF INDEPENDENCE, KANSAS
 Related Municipal Entity - Housing Authority of The City of Independence, Kansas
 Schedule of Receipts and Expenditures - Actual*
 Regulatory Basis
 For the Year Ended December 31, 2024

	<u>Actual</u>
Receipts	
Charges for Services	
Rents	\$ 627,708
Use of Money and Property	
Interest Income	230,633
Intergovernmental	
HAP Payments	454,424
Federal Grants	133,311
Operations	
Security Deposits	8,460
Other Receipts	
Miscellaneous	106,532
Reimbursed Expense	<u>2,534</u>
Total Receipts	<u>1,563,602</u>
Expenditures	
Personal Services	526,513
Contractual Services	639,591
Commodities	73,564
Capital Outlay	<u>1,570,928</u>
Total Expenditures	<u>2,810,596</u>
Receipts Over [Under] Expenditures	[1,246,994]
Unencumbered Cash, Beginning	<u>5,319,429</u>
Unencumbered Cash, Ending	<u>\$ 4,072,435</u>

* - This fund is not required to be budgeted.

CITY OF INDEPENDENCE, KANSAS
 Agency Funds
 Summary of Receipts and Disbursements
 Regulatory Basis
 For the Year Ended December 31, 2024

<u>FUNDS</u>	<u>Beginning Cash Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Ending Cash Balance</u>
Fire Insurance Proceeds	\$ 14,995	\$ 54,705	\$ 31,920	\$ 37,780
Alcohol Assessment	3,820	-	-	3,820
First Aid Training	<u>1,828</u>	<u>427</u>	<u>1,094</u>	<u>1,161</u>
 Total Agency Funds	 <u>\$ 20,643</u>	 <u>\$ 55,132</u>	 <u>\$ 33,014</u>	 <u>\$ 42,761</u>

Schedule 4

CITY OF INDEPENDENCE, KANSAS
 Related Municipal Entity - Housing Authority of The City of Independence, Kansas
 Schedule of Receipts and Expenditures - Actual*
 Regulatory Basis
 For the Year Ended December 31, 2024

	<u>Actual</u>
Receipts	
Charges for Services	
Rents	\$ 627,708
Use of Money and Property	
Interest Income	230,633
Intergovernmental	
HAP Payments	454,424
Federal Grants	133,311
Operations	
Security Deposits	8,460
Other Receipts	
Miscellaneous	106,532
Reimbursed Expense	<u>2,534</u>
Total Receipts	<u>1,563,602</u>
Expenditures	
Personal Services	526,513
Contractual Services	639,591
Commodities	73,564
Capital Outlay	<u>1,570,928</u>
Total Expenditures	<u>2,810,596</u>
Receipts Over [Under] Expenditures	[1,246,994]
Unencumbered Cash, Beginning	<u>5,319,429</u>
Unencumbered Cash, Ending	<u>\$ 4,072,435</u>

* - This fund is not required to be budgeted.

CITY OF INDEPENDENCE, KANSAS
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2024

Federal Grantor/Pass-Through Grantor/Program Title	Federal ALN Number	<u>Expenditures</u>
<u>U.S. Department of the Treasury</u>		
Passed Through Kansas Governor's Office:		
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027	<u>464,902</u>
Total U.S. Department of the Treasury		<u>464,902</u>
<u>U.S. Department of the Interior</u>		
Passed Through Kansas Department of Wildlife and Parks:		
Outdoor Recreation Acquisition, Development and Planning	15.916	<u>2,687,504</u>
Total U.S. Department of the Homeland Security		<u>2,687,504</u>
<u>U.S. Department of the Transportation</u>		
COVID-19 - Airport Improvement Program, COVID-19 Airports Programs, and Infrastructure Investment Jobs Act	20.106	<u>212,001</u>
Total U.S. Department of the Transportation		<u>212,001</u>
<u>U.S. Department of Housing and Urban Development</u>		
Community Development Block Grants	14.228	358,164
Passed Through Kansas Department of Commerce:		
Community Development Block Grants	14.228	2,000
Passed Through Kansas Housing Resources Corporation:		
Home Investment Partnerships Program	14.239	<u>102,708</u>
Total U.S. Department of Housing and Urban Development		<u>462,872</u>
Total Expenditures of Federal Awards		<u>\$ 3,827,279</u>

The accompanying notes are an integral part of this schedule.

CITY OF INDEPENDENCE, KANSAS
Notes to the Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2024

1. Organization

The City of Independence, Kansas, (the City), is the recipient of several federal awards. All federal awards received directly from federal agencies as well as those awards that are passed through other government agencies, are included on the Schedule of Expenditures of Federal Awards.

2. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards includes the federal grant activity of the City and is presented on the Kansas regulatory basis of accounting which includes cash disbursements, accounts payable and encumbrances. The information presented in this schedule is in accordance with the requirements of *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Therefore, some amounts presented in this schedule may differ from amounts presented in or used in the preparation of the basic financial statements. The City elected not to use the 10% de minimis indirect cost rate.

3. Local Government Contributions

Local cost sharing is required by certain federal grants. The amount of cost sharing varies with each program. Only the federal share of expenditures is presented in the Schedule of Expenditures of Federal Awards.

4. Additional Audits

Grantor agencies reserve the right to conduct additional audits of the City's grant programs for economy and efficiency and program results that may result in disallowed costs to the City. However, management does not believe such audits would result in any disallowed costs that would be material to the City's financial position as of December 31, 2024.

5. Outstanding Loans

The City did not have any outstanding loans under any federal grants as of December 31, 2024.

6. Pass Through Numbers

Pass through numbers have not been assigned to pass through grants on the Schedule of Expenditures of Federal Awards.

CITY OF INDEPENDENCE, KANSAS
Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2024

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:

Unmodified (Regulatory Basis)
Adverse (GAAP)

Internal control over financial reporting:

Material weakness(es) identified?

_____ Yes X No

Significant deficiency(ies) identified that are not
considered to be material weaknesses?

_____ Yes X None reported

Noncompliance material to financial statements noted?

_____ Yes X No

Federal Awards

Internal control over major programs:

Material weakness(es) identified?

_____ Yes X No

Significant deficiency(ies) identified that are not
considered to be material weaknesses?

_____ Yes X None reported

Type of auditor's report issued
on compliance for major programs:

Unmodified

Any audit findings disclosed that are required to be
reported in accordance with section 510(a)
of Uniform Guidance?

_____ Yes X No

Identification of major programs:

ALN Number(s)

Name of Federal Program or Cluster

15.916

Outdoor Recreation Acquisition, Development and Planning

Dollar threshold used to distinguish between
type A and type B programs:

\$750,000

Auditee qualified as low-risk auditee?

_____ Yes X No

CITY OF INDEPENDENCE, KANSAS
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended December 31, 2024

Section II - Financial Statement Findings

Current Year Findings

None Noted.

Section III - Federal Award Findings and Questioned Costs

Current Year Findings

None Noted.

CITY OF INDEPENDENCE, KANSAS
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended December 31, 2024

Section II - Financial Statement Findings

Prior Year Findings

None Noted.

Section III - Federal Award Findings and Questioned Costs

Prior Year Findings

None Noted.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH "GOVERNMENT AUDITING STANDARDS"

Mayor and City Commission
City of Independence, Kansas

We have audited, in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and the *Kansas Municipal Audit and Accounting Guide*, the financial statements of the City of Independence, Kansas (the City), as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated July 10, 2025.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal controls exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charge with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Gordon CPA LLC

Certified Public Accountant
Lawrence, Kansas

July 10, 2025

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM;
REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON THE SCHEDULE
OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

Mayor and City Commission
City of Independence, Kansas

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the compliance of the City of Independence, Kansas (the City), with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended December 31, 2024. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirement referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grants agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion of the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgement made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we

- exercise professional judgement and maintain professional skepticism throughout the audit.

- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Example Entity's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies, and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in the internal control over compliance that might be material weaknesses or significant deficiencies. Given these limitations, we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the City as of and for the year ended December 31, 2024, and have issued our report thereon dated July 10, 2025, which contained an unmodified opinion on those financial statements. Our audit was performed for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

Gordon CPA LLC

Certified Public Accountant
Lawrence, Kansas

July 10, 2025



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 24, 2025

Department City Clerk

Director Approval Kelly Passauer

AGENDA ITEM Consider approving minutes of the June 26th, July 10th and 16th, 2025 meetings.

SUMMARY RECOMMENDATION Approve the minutes.

BACKGROUND

FINANCIAL INFORMATION

SUGGESTED MOTION I move to approve the minutes of the June 26th, July 10th and 16th, 2025 Commission meetings.

SUPPORTING DOCUMENTS

1. June 26 2025 Minutes
2. July 10 2025 Minutes
3. July 16 2025 Special Meeting Minutes

Minutes of the City Commission's June 26, 2025 Meeting

I. REGULAR SESSION

Commissioners Present: Mayor Scott Smith and Commissioner Tim Emert

City Staff Present: David Cowan, Assistant City Manager; Cole Hoffmeister, City Attorney; David Schwenker, City Clerk/City Treasurer; John Garris, City Engineer/Director of Public Works; Jordan Bagley, IT Technician Coordinator and Dustin Stafford, Chief of Police.

Visitors Present: Larry McHugh, Marjorie Reynolds, Chris Hemelrick, Justin Donnelly and Ned Stichman

A. Call to Order

Mayor Smith 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 Scott Smith the Commission adopted the agenda as presented.

Aye: Tim Emert, Scott Smith

Nay: None

II. APPOINTMENTS

A. Opening on the Independence Library District Board of Trustees -- Must Reside In City Limits -- Applications Due by July 1, 2025

City staff is currently accepting applications from interested individuals who wish to serve on the Independence Library District Board of Trustees. The deadline to apply is July 1, 2025, and the appointee must reside within the City limits.

B. Opening on the Park Board -- Can live inside or outside the City -- Applications due by July 1, 2025

Applications are being received until July 1, 2025 for an opening on the Park

Minutes of the City Commission's June 26, 2025 Meeting

Board. The Park Board meets on the first Monday of the month at 5:30 PM.
To learn more about the Park Board, visit this link: [Park Board](#)

- C. Opening on the Landbank -- Applications due by July 1, 2025

Applications will be received through July 1, 2025 for an opening on the Landbank.

- D. Openings on the Tree Board -- Applications Due by July 1, 2025

Applications will be received through July 1, 2025 for three terms on the Tree Board.

III. CONSENT AGENDA

Motion:

On the motion of Tim Emert, seconded by Scott Smith the Commission approved the consent agenda as presented.

Aye: Tim Emert, Scott Smith

Nay: None

- A. Consider approving minutes of the June 3rd, 11th and 18th, 2025 meetings.

Suggested Motion:

I move to approve the minutes of the June 3rd, 11th and 18th, 2025 Commission meetings.

- B. Consider request for use of barricades to block traffic to park oval for Indy Goes Back to School event.

Indy Goes Back to School is an event that is designed to instill excitement in parents and students about the start of the school year. It is a well attended event. USD 446 also utilizes this event to make connections between parents and community organizations that support families and children. The event utilizes the entire Riverside Oval including the carousel, all covered and uncovered picnic tables/areas, Hille Bandshell, Interurban Shelter, and the School House. The event is Thursday August 7, 2025 from 4:30 PM to 8:00 PM. Traffic to the oval will be restricted from 4:00 p.m. to 7:30 p.m.

Suggested Motion:

I move to approve the request to authorize the use of barricades to restrict

Minutes of the City Commission's June 26, 2025 Meeting

traffic to the park oval on August 7, 2025 from 4:30 PM to 8:00 PM for the USD 446 Indy Goes Back to School event.

- C. Consider bidding the Laurel Street Water Tower Maintenance Project.

The City's water towers require periodic maintenance, and the Laurel Street Water Tower is due for this maintenance. Attached is a suggested bid document and scope of work that is substantially similar to the last work performed in 2019 at the Airport Water Tower and in 2023 at the North Tower. Bids would be received at 2:00 pm on July 31, 2025.

Suggested Motion:

I move to allow bidding of the Laurel Street Water Tower maintenance project.

- D. Consider bidding for construction of containment at the Airport.

The City's plan for Spill Prevention, Control, and Countermeasures (SPCC) requires that we meet federal standards for containment at the airport fuel tanks. This project will bring the City into compliance with our internal SPCC plan and with federal standards. This work would be advertised on June 30, and opened on July 31 at 2pm.

Suggested Motion:

I move to allow release of documents for bidding the construction of containment at the Independence Municipal Airport.

- E. Consider releasing a 2nd Mortgage for 1906 Bradley Court.

The Eisenhower Subdivision provided a subsidy for the cost of the infrastructure that had a seven-year compliance period that expires on June 27, 2025. The home at 1906 Bradley Court met the requirements to have the 2nd mortgage released.

Suggested Motion:

I move to authorize the Mayor to sign a Release of Mortgage for the property located at 1906 Bradley Court.

- F. Consider closing the 600 block of South 8th Street for the Montgomery Place 4th of July party on July 2, 2025.

Minutes of the City Commission's June 26, 2025 Meeting

Montgomery Place has submitted a request to the City of Independence to close the 600 block of South 8th Street on July 2, 2025, in order to host their annual Fourth of July celebration. The requested closure is scheduled between 4:00 p.m. and 8:00 p.m.

Montgomery Place will be responsible for setting up and removing the necessary barricades. The barricades will be placed in a manner that ensures the resident at 601 S. 8th Street retains access to their driveway during the event.

Suggested Motion:

I move to approve the street closure of the 600 blk of South 8th Street on July 2, 2025, between 4 pm and 8 pm.

IV. PUBLIC HEARING

- A. Public Hearing to consider condemnation of 512 W. Myrtle Street as dangerous and unsafe.

On December 12, 2024, the City Commission voted to adjourn the condemnation hearing to June 26, 2025. The property owner was instructed to meet with the Building Inspector, submit a detailed timeline of proposed repairs, and initiate either the repair or removal of the structure. To date, the owner has failed to provide a repair timeline or begin any corrective actions. Based on these circumstances, staff recommends that the structure be condemned as dangerous and unsafe.

Motion:

On the motion of Tim Emert, seconded by Scott Smith, the Commission adjourned the hearing to consider condemnation of 512 W. Myrtle Street as dangerous and unsafe to July 24, 2025, at 5:30 p.m.

Aye: Tim Emert, Scott Smith

Nay: None

- B. Public Hearing to consider the condemnation of 208 S. 16th Street as dangerous and unsafe.

On December 12, 2024, the City Commission voted to adjourn the condemnation hearing to June 26, 2025. The property owner was instructed to meet with the Building Inspector, submit a detailed timeline of proposed repairs, and initiate either the repair or removal of the structure. To date, the

Minutes of the City Commission's June 26, 2025 Meeting

owner has failed to provide a repair timeline or begin any corrective actions. A review of the structure on June 16, 2025, staff noticed the foundation appears to be failing on the West and South side of the building and that there appears to be water damage inside the structure. Based on these circumstances, staff recommends that the structure be condemned as dangerous and unsafe.

Motion:

On the motion of Scott Smith, seconded by Tim Emert, the Commission adjourned the hearing to consider condemnation of 208 S. 16th Street as dangerous and unsafe to July 24, 2025, at 5:30 p.m.

Aye: Tim Emert, Scott Smith

Nay: None

- C. Public Hearing to consider the condemnation of 314 N. 5th Street as dangerous and unsafe.

On December 12, 2024, the City Commission voted to adjourn the condemnation hearing to June 26, 2025 at 5:30 PM. The property owner was instructed to meet with the Building Inspector, submit a detailed timeline of proposed repairs, and initiate either the repair or removal of the structure. The garage/shop roof structure has collapsed and only the walls are standing. To date, the owner has failed to provide a repair timeline or begin any corrective actions. Based on these circumstances, the staff recommends that the structure be condemned as dangerous and unsafe.

Motion:

On the motion of Scott Smith, seconded by Tim Emert, the Commission adjourned the hearing to consider condemnation of 314 N. 5th Street as dangerous and unsafe to July 10, 2025, at 5:30 p.m.

Aye: Tim Emert, Scott Smith

Nay: None

- D. Public Hearing to consider condemnation of 620 W. Chestnut Street as dangerous and unsafe.

On June 16, 2025, City staff conducted an exterior inspection of the property and observed that all debris and trash had been removed. Hardboard material had been applied to the exterior of the foundation, sealing the masonry wall. However, City staff was unable to verify whether repairs to the basement foundation wall have been completed. Based on the property

Minutes of the City Commission's June 26, 2025 Meeting

owner's explanation at the hearing of the work performed to date, City staff recommends adjourning the hearing and/or scheduling an interior inspection to confirm completion of the necessary repairs.

Motion:

On the motion of Scott Smith, seconded by Tim Emert, the Commission adjourned the hearing to consider condemnation of 620 W. Chestnut Street as dangerous and unsafe to September 25, 2025, at 5:30 p.m..

Aye: Tim Emert, Scott Smith

Nay: None

- E. Public Hearing to consider the condemnation of 817 W. Cottonwood Street as dangerous and unsafe.

On March 27, 2025, the City Commission adjourned the hearing for 60 days to allow the owner to continue work on the structure. The owner continues to work with the building inspector as he makes repairs. The owner is making repairs as he has the finances available to purchase the needed materials. The building inspector recommends adjourning the hearing for 90 days or until September 25, 2025.

Motion:

On the motion of Tim Emert, seconded by Scott Smith, the Commission adjourned the public hearing to consider condemnation of 817 W. Cottonwood Street as dangerous and unsafe until September 25, 2025 at 5:30 p.m.

Aye: Tim Emert, Scott Smith

Nay: None

- F. Public Hearing to consider the condemnation of 1204 W. Myrtle Street as dangerous and unsafe

On January 9, 2025, the City Commission heard testimony from the family residing at 1204 W. Myrtle. The residents indicated they had begun repairs to the structure, including roof repairs, removal of yard debris, and exterior improvements. However, a review of utility records shows that water service to the property was discontinued on April 30, 2025. Based on these findings, City staff recommends that the structure be condemned as dangerous and unsafe, and that the residence be vacated.

Motion:

Minutes of the City Commission's June 26, 2025 Meeting

On the motion of Tim Emert, seconded by Scott Smith, the Commission adopted a resolution condemning 1204 W. Myrtle as dangerous and unsafe.

Aye: Tim Emert, Scott Smith

Nay: None

V. ITEMS FOR COMMISSION ACTION

- A. Consider a resolution to rescind the condemnation action of 617 N. 16th Street.

On December 19, 2024, the City Commission of Independence, Kansas, declared the property located at 617 N. 16th Street to be dangerous and unsafe and adopted a resolution condemning the structure. However, the Commission granted the property owner an opportunity to voluntarily remove the structure and abate the hazardous conditions.

The property owner has since complied with the Commission's directive by successfully removing the condemned structure and clearing the lot of all debris. As the property no longer poses a threat to health, safety, or welfare, it is appropriate to formally rescind the condemnation action.

To facilitate the clearing of the title and properly document the remediation of the property, it is recommended that the City Commission adopt a resolution rescinding the original condemnation action. Upon adoption, this resolution will be recorded with the Montgomery County Register of Deeds to reflect the updated status of the property.

Motion:

On the motion of Scott Smith, seconded by Tim Emert, the Commission adopted a resolution rescinding previous resolutions which condemned the structure at 617 N. 16th Street as dangerous and unsafe.

Aye: Tim Emert, Scott Smith

Nay: None

- B. Consider setting the date of August 28, 2025, for a Public Hearing to consider the condemnation of 1228 N. Penn Ave as dangerous and unsafe.

On January 11, 2025, a fire occurred at KWASH, located at 1228 N. Penn Avenue. The incident caused significant damage to the car wash equipment and resulted in smoke damage throughout the building. The City was

subsequently contacted by the insurance company, which reported that the damage was extensive. As a result, the insurer determined the structure to be a total loss and is settling the claim with the insured on that basis.

However, the insurance settlement will not cover the cost of repairs to restore the building. The insurance company indicated it would issue a payment to cover the demolition and removal of the structure, should the property owner fail to initiate timely repair or removal. Based on this information, the City recommends commission action to proceed with condemnation of the fire-damaged building.

Motion:

On the motion of Tim Emert, seconded by Scott Smith the Commission adopted a resolution setting the date of August 28, 2025 at 5:30 PM for a Public Hearing to consider the condemnation of 1228 N. Penn Ave as dangerous and unsafe.

Aye: Tim Emert, Scott Smith

Nay: None

- C. Consider setting the date of August 28, 2025, for a Public Hearing to consider the condemnation of a garage at 1120 W. Myrtle Street as dangerous and unsafe.

On June 10, 2025, the Independence Fire-EMS was called to 1120 W. Myrtle for a garage fire. Upon their arrival, the structure was fully involved with fire. The structure and a vehicle were a total loss. City staff recommends setting the date of August 28, 2025, for a public hearing to consider condemnation of the garage at 1120 W. Myrtle as dangerous and unsafe.

Motion:

On the motion of Scott Smith, seconded by Tim Emert, the Commission adopted a resolution setting the date of August 28, 2025, to have a Public Hearing to consider the condemnation of a garage at 1120 W. Myrtle Street.

Aye: Tim Emert, Scott Smith

Nay: None

VI. REPORTS

A. City Board Minutes

1. May 21, 2025, Independence Recreation Commission Minutes

Minutes of the City Commission's June 26, 2025 Meeting

B. Monthly Public Works and Project Report

Engineer Garris presented the report.

VII. CITY MANAGER'S COMMENTS

Assistant City Manager Cowan presented a list of upcoming City Commission meetings and community events.

VIII. COMMISSIONERS' COMMENTS

None.

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 Scott Smith, seconded by Tim Emert, 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, KSA 75-4319(b)(2). The open meeting will resume at 6:06p. m. in the Commission Room of City Hall.

Aye: Tim Emert, Scott Smith

Nay: None

The meeting resumed at 6:06pm with no action taken.

XI. ADJOURNMENT

Motion:

On the motion of Tim Emert, seconded by Scott Smith, the Commission adjourned the meeting.

Minutes of the City Commission's June 26, 2025 Meeting

Aye: Tim Emert, Scott Smith

Nay: None

W. Scott Smith, Mayor

Dean A. Hayse, Commissioner

Tim Emert, Commissioner

Attest:

City Clerk/Treasurer

Minutes of the City Commission's July 10, 2025 Meeting

I. REGULAR SESSION

Commissioners Present: Mayor Scott Smith, Vice-Mayor Dean Hayse and 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; April Nutt, Director of Housing Authority; John Garris, City Engineer/Director of Public Works; Dustin Stafford, Chief of Police and Lacey Lies, Finance Director.

Visitors Present: Larry McHugh, Sherri Garris, Eric Bennett and Tim Haynes.

A. Call to Order

Mayor Smith 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, Scott Smith

Nay: None

II. APPOINTMENTS

A. Independence Library District Board of Trustees -- One Term Expired -- Must Reside In City Limits

The Independence Library District Board of Trustees has one vacancy due to the expiration of the term of Tom Sewell, who has faithfully served on the board since November 22, 2016. Tom has completed his second full term and is not eligible for reappointment under current policy. During his tenure, Tom also served in the role of Treasurer, contributing greatly to the financial stewardship and success of the Library. The City wishes to extend sincere appreciation to Tom for his nearly nine years of dedicated service to the community and the Library Board.

Minutes of the City Commission's July 10, 2025 Meeting

Per the established practice, the Mayor will make the motion to appoint a qualified applicant to fill the vacant position. The appointee must reside within the corporate limits of the City of Independence. The appointment will be subject to approval by the City Commission.

City staff received three (3) applications for the vacant position on or before the July 1, 2025 deadline. All applicants confirmed City residency and are eligible for consideration.

Motion:

On the motion of Scott Smith, seconded by Tim Emert, the Commission appointed Lauri Henisey to the Independence Library District Board of Trustees to fill the position formerly held by Tom Sewell, for a four-year term expiring May 1, 2029. We sincerely thank Tom for his service to the Library Board since November 22, 2016, including his contributions as Treasurer.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

B. Park Board -- One Term Expired -- May Live Inside or Outside City Limits

The City of Independence accepted applications through July 1, 2025, to fill a vacancy on the Independence Park Board due to the expiration of a term. The Park Board meets regularly on the first Monday of each month at 5:30 PM.

This vacancy arises from the expiration of the term of Jim Hogan, who has served as a dedicated and active board member since June 8, 2017. In addition to his consistent participation in Park Board meetings, Jim volunteered his personal time to assist with special projects at Riverside Park and Zoo, demonstrating a strong commitment to the betterment of the community. The City sincerely thanks Jim for his dedication and valuable service over the past eight years.

The successful applicant will be appointed to a first term on the Park Board, with the term expiring July 1, 2028.

Per City Code Section 2-132, the Park Board consists of nine members:

- Six members must be residents of the City of Independence**
- Three members may reside outside the City**

Minutes of the City Commission's July 10, 2025 Meeting

This particular appointment is for one of the three positions that does not require City residency, so both City residents and non-residents are eligible for appointment.

City staff received five (5) applications for this opening.

Motion:

On the motion of Scott Smith, seconded by Dean Hayse, the Commission appointed Melinda Miller to the Independence Park Board to fill the position formerly held by Jim Hogan for a three-year term expiring July 1, 2028. We thank Jim for his years of dedicated service to the Park Board and for his generous volunteer support on special projects at Riverside Park and Zoo.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

C. Landbank -- One Term Expired

In accordance with Section 18-463 of the City Code, the Independence Land Bank Board of Trustees is composed of seven members who must be residents of the City of Independence, Kansas. The Board is responsible for acquiring, holding, managing, and disposing of surplus and distressed properties to support neighborhood revitalization and productive reuse.

Lisa Richard has served on the Land Bank Board since May 13, 2021. Her term expired on June 1, 2025, and she has completed two terms of service. Staff extends sincere appreciation to Ms. Richard for her dedicated contributions over the past four years in support of the Land Bank's mission. Her involvement helped shape the early stages of the Land Bank and its goals for property revitalization and community development.

Public notice was issued regarding the board vacancy, and applications were accepted through July 1, 2025. One application was received by the deadline. If appointed, Ms. White would serve a three-year term on the Independence Land Bank Board, expiring June 1, 2028, filling the vacancy left by the expired term.

Motion:

On the motion of Scott Smith, seconded by Tim Emert, the Commission appointed Cynthia White to the Independence Land Bank Board of Trustees for a three-year term ending June 1, 2028, and thanked Lisa Richard for her dedicated service.

Minutes of the City Commission's July 10, 2025 Meeting

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

D. Tree Board -- Three Terms Expired

The Tree Board of the City of Independence, Kansas, was established to promote the development of a Community Forestry Plan and to guide the care, planting, and maintenance of trees on public property. Per City Code Sec. 2-141, the board is composed of seven members appointed by the City Commission, serving four-year staggered terms. A majority must reside within city limits.

Three current members—Michelle Avery, Leslie Fox, and England Porter—have each made substantial contributions:

- Michelle Avery: 5 terms (since June 8, 2017)**
- Leslie Fox: 5 terms (since June 8, 2017)**
- England Porter: 3 terms (since March 28, 2019)**

All three have served for over two full terms. Their service is greatly appreciated and has advanced the City's urban forestry efforts.

Three applications have been received to fill the vacancies. All applicants reside within the City.

Motion:

On the motion of Scott Smith, seconded by Dean Hayse, the Commission appointed Mike Berblinger, Bridget Carson, and Heather Mydosh to the Tree Board for four-year terms expiring June 1, 2029, with a special thanks to Michelle Avery, Leslie Fox, and England Porter for their substantial contributions.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

III. CONSENT AGENDA

Motion:

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

Minutes of the City Commission's July 10, 2025 Meeting

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- A. Consider approving a Cereal Malt Beverage license for the Air Strip Attack event that is being held at the Independence Airport located at 499 Freedom Drive on July 12, and 13, 2025.

Patrick Conway is asking to sell beer to the attendees at the airport for the Air Strip Attack event.

Suggested Motion:

I move to approve a Cereal Malt Beverage license for Patrick and Michelle Conway for the Air Strip Attack event to held at the Independence Airport on June 12 and 13, 2025.

- B. Consider authorizing blocking certain streets within Riverside Park during the Caring 4 Kadels 5K Run.

Karing 4 Kadels 5K is a fundraising event to help cover medical expenses for a local family that has a family member recovering from a critical illness. The event will follow the same race route as the Yona Julian Run. In the interest of safety, certain streets will need to be barricaded off during the hours of the run, which lasts from 8:00 AM to 11:00 AM

Suggested Motion:

I move to approve the request to authorize the use of barricades to restrict traffic to the park oval on August 7, 2025 from 4:30 PM to 8:00 PM for the USD 446 Indy Goes Back to School event.

- C. Consider releasing a 2nd Mortgage for 1901 Patton Court.

The Eisenhower Subdivision provided a subsidy for the cost of the infrastructure that had a seven-year compliance period that expires on June 12, 2019. The home at 1901 Patton Court met the requirements to have the 2nd mortgage released.

Suggested Motion:

I move to authorize the Mayor to sign a Release of Mortgage for the property located at 1901 Patton Court, pending City Attorney approval.

IV. PUBLIC HEARING

Minutes of the City Commission's July 10, 2025 Meeting

- A. Public Hearing to consider the condemnation of 314 N. 5th Street as dangerous and unsafe.

On December 12, 2024, the City Commission voted to adjourn the condemnation hearing to June 26, 2025 at 5:30 PM. The property owner was instructed to meet with the Building Inspector, submit a detailed timeline of proposed repairs, and initiate either the repair or removal of the structure. The garage/shop roof structure has collapsed and only the walls are standing. To date, the owner has failed to provide a repair timeline or begin any corrective actions. Based on these circumstances, the staff recommends that the structure be condemned as dangerous and unsafe. On June 26, 2025 the Public Hearing was adjourned to July 10, 2025 due to one of the Commissioners having a conflict of interest and there was not a quorum with one Commissioner absent due to the MCAC annual meeting that evening.

Motion:

On the motion of Dean Hayse, seconded by Scott Smith, the Commission adjourned the hearing to consider condemnation of 314 N. 5th Street as dangerous and unsafe to September 25, 2025, at 5:30 p.m.

Aye: Dean Hayse, Scott Smith

Nay: None

V. ITEMS FOR COMMISSION ACTION

- A. Consider adopting Ordinance 4486 Authorizing Contracted Collection Services and Assessing Costs of Collections.

The City of Independence occasionally encounters delinquent accounts, including unpaid utility bills, municipal court fines, abatement costs, and various assessments. While current processes allow internal follow-up, there is a need for stronger tools to enhance the recovery of outstanding debts. Ordinance 4486 authorizes the City to engage third-party debt collection services or legal counsel to assist in recovering these debts. It also provides for the recovery of associated collection costs from the delinquent account holders, promoting fairness and fiscal responsibility. However, the ordinance stipulates that a delinquent account may not be assessed both attorney fees and collection agency fees for the same debt.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission adopted Ordinance 4486, authorizing contracted collection services and the

assessment of collection costs on delinquent accounts.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- B. Consider applying for a grant for the installation of an electric vehicle charging station.

The City has reviewed the concept of installing electric vehicle (EV) charging stations on several occasions in the past. As of 2025, there appears to be little appetite for private industry to install many of these units, especially in smaller towns.

The Metropolitan Energy Center has apparently become the administrator of \$1.4 million in federal money for the funding of grants through a program called, "Electric Vehicles for Underserved Markets" program. This is available to a wide spectrum (businesses, non-profits, communities) of organizations to provide them with the funds for the labor, equipment and installation of EV charging stations.

There is no required match, and the grant covers costs for labor, equipment, and installation.

This grant is on a fairly fast timeline, as it was released on June 13 with grant applications due on July 16. The Montgomery County Action Council has offered to write the grant application for the City.

As currently contemplated, the City would take ownership of the charging unit(s). This would require the City to have the necessary electricity accounts with Evergy, and the City would pay for meter and usage fees associated with power consumed by the charger. The City would also be responsible for payment for the warranty on the charging station(s) as well as any required repairs or maintenance.

The City would, however, also be charging fees to users who wish to charge their vehicles. It is unknown if there is a market sufficient to cover the base costs of the units (approximately \$120/month per charging unit) at reasonable rates per kW-hr. The City would assume any profits or losses under this scenario.

The current scope of the project is to install one EV charging unit, which can charge two vehicles at the same time. The most likely location would be in the Municipal Parking Lot located at the northeast corner of Myrtle and 6th

Minutes of the City Commission's July 10, 2025 Meeting

Street. During the design of the rebuilt lot, two parking spaces were selected for future EV charging stalls. These two spaces could be served by one EV charging unit.

A preliminary estimate has been created for this area for use in the grant process:

Lillypad charger:	\$13,000
Installation (CDL, Inc.):	\$21,000
Evergy (Estimate):	\$ 5,000
Contingency (25%):	\$10,000
Total	\$49,000

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission approved applying for the Metropolitan Energy Center grant for the installation of a charging unit in the Municipal Parking Lot.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- C. Consider adopting a resolution to follow procedures for handling a civil rights/fair housing complaint within the City.

The Fair Housing Resolution passed on January 21st, 2000 has become outdated. The CDBG project leader has requested that we pass an updated version before they come down for their monitoring visit on July 22nd.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission adopted a Resolution updating the City's fair housing policies.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

VI. REPORTS

A. City Board Minutes

1. May 28, 2025, Library Board Minutes.

2. April 8, 2025, Planning and Zoning Commission/Board of Zoning Appeals Minutes.

B. Admin and Housing Goals Update.

City Manager Passauer and Director of Housing Authority April Nutt presented the updates.

VII. CITY MANAGER'S COMMENTS

City Manager Passauer informed the Commission of upcoming events happening in the City and county as well as upcoming Commission meetings.

Chief of Police Stafford gave an update on dispatching for the City of Cherryvale's emergency services.

City Manager Passauer informed the meeting participants that Vice-Mayor Dean Hayse was the proud recipient of the Rob Gill community spirit award from the Montgomery County Action Council at their annual meeting on June 26, 2025 at the Coffeyville Country Club.

VIII. COMMISSIONERS' COMMENTS

Commissioner Hayse touted the fine facilities at Memorial Hall and the discounted rates they are currently offering and praised park staff for an enjoyable time hosting a private glow golf event for his daughter's wedding party.

IX. PUBLIC CONCERNS

Tim Haynes shared his concerns about vandalism in the downtown area.

X. EXECUTIVE SESSION

A. Discussions prior to acquisition of real estate.

Motion:

On the motion of Scott Smith, seconded by Tim Emert, the Commission recessed for an executive session for discussion of possible acquisition of real estate pursuant to the preliminary discussion on acquisition of real estate

Minutes of the City Commission's July 10, 2025 Meeting

exception found at KSA 75-4319(b)(6). The open meeting will resume at 6:37 p.m. in the Commission Room of City Hall.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

The open meeting resumed at 6:37 p.m.

XI. POSSIBLE ACTION AFTER EXECUTIVE SESSION

A. Consider authorizing the acquisition of property pending City Attorney approval.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission approved the execution of the Purchase and Sale Agreement and all other necessary documents for the acquisition of property located at 2143 Enterprise Drive, Independence, KS 67301, also known as Lot 4, West Laurel Street Industrial Park, pending approval by the City Attorney.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission authorized the City Manager to submit a proposal to the School Superintendent regarding the acquisition of property and a draft Use Agreement for the Central Park Sports Complex, and to offer a joint meeting with the School Board to discuss the proposal in a collaborative setting.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

XII. ADJOURNMENT

Motion:

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

Minutes of the City Commission's July 10, 2025 Meeting

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

W. Scott Smith, Mayor

Dean A. Hayse, Commissioner

Tim Emert, Commissioner

Attest:

City Clerk/Treasurer

Minutes of the City Commission's July 16, 2025 Meeting

I. SPECIAL SESSION

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

Planning Commissioners Present: Tim Haynes, Lisa Richard, Kym Kays, Butch Holum, Rita Ortolani, Gary Hogsett and Anita Chappuie

City Staff Present: Kelly Passauer, City Manager; David Cowan, Assistant City Manager; David Schwenker, City Clerk/City Treasurer; Kayla Schabel, Administrative Assistant to the City Manager and Brian McHugh, Memorial Hall Supervisor.

Visitors Present: Larry McHugh and Christopher Shire.

A. Call to Order by City Commission

Mayor Smith called the meeting to order.

B. Call to Order by Planning Commission

Vice-Chair Lisa Richards called the meeting to order.

IV. ITEMS FOR COMMISSION ACTION

A. Consider approving the notice of intent to exceed the Revenue Neutral Rate (RNR).

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission authorized the notice of intent to exceed the Revenue Neutral Rate at 53.757 mills.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

II. ITEMS FOR DISCUSSION

A. Joint Worksession with Planning Commission to review proposed Zoning Code Updates.

Christopher Shires reviewed the updates.

III. ADJOURNMENT OF PLANNING COMMISSION

Minutes of the City Commission's July 16, 2025 Meeting

A. Adjournment by Planning Commission

Motion:

On the motion of Anita Chappuie, seconded by Gary Hogsett, the Commission adjourned the planning commission meeting.

Aye: Gary Hogsett, Tim Haynes, Lisa Richard, Kym Kays, Butch Holum, Anita Chappuie, Rita Ortolani

Nay: None

Rachel Lyon, Chairperson

Lisa Richard, Vice-Chair

V. ADJOURNMENT OF CITY COMMISSION

A. Adjournment by City Commission

Motion:

On the motion of Scott Smith, seconded by Dean Hayse, the Commission adjourned the City commission meeting.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

W. Scott Smith, Mayor

Dean A. Hayse, Commissioner

Tim Emert, Commissioner

Minutes of the City Commission's July 16, 2025 Meeting

Attest:

City Clerk/Treasurer



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 24, 2025

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider adopting Ordinance 4487 Standard Traffic and Ordinance 4488 Uniform Public Offense Code, and repeal Ordinances 4463 and 4464.

SUMMARY RECOMMENDATION City staff recommends adopting Ordinance 4487 and 4488.

BACKGROUND The League of Municipalities has prepared the Uniform Public Offense Code and the Standard Traffic ordinances for 2025 for cities in Kansas. The City Attorney has reviewed and has the following recommendations.

Standard Traffic Ordinance No. 4487.

The City Attorney recommends approval of Ordinance 4487, Standard Traffic Ordinance, and repealing Ordinance 4463. The latter shall take effect upon publication or August 15, 2025, whichever is later.

Uniform Public Offense Code, Ordinance No. 4488.

The City Attorney recommends approval of Ordinance 4488, Uniform Public Offense Code, with the following amendment, and repealing Ordinance 4464. The latter shall take effect upon publication or August 15, 2025, whichever is later.

- a. Section 10.8 is deleted
- b. The allowable fine under Section 5.6 (c) shall be not less than \$25.00 and not more than \$500.00
- c. Section 5.6 shall include a new subsection (d) as follows.
 - (d) The sentence for a violation of this section may include a requirement that the defendant perform a specified number of hours of community service approved by the Court and/or completion of one or more educational classes dealing with the harmful effects of tobacco and electronic cigarettes assigned by the court.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to adopt Ordinances 4487 and 4488.

SUPPORTING DOCUMENTS

- 1. Ordinance 4487 - STO
- 2. Ordinance 4488 - UPOC

ORDINANCE NO. 4487

AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF INDEPENDENCE, KANSAS AND INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES," 52ND EDITION, 2025

Be it ordained by the Governing Body of the City of Independence, Kansas:

Section 1.

There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the city that certain standard traffic ordinances known as the "Standard Traffic ordinance for Kansas Cities," 52nd Edition, 2025, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas. No fewer than three copies of the Standard Traffic Ordinance shall be marked or stamped "Official Copy as adopted by Ordinance Number 4487," and to which shall be attached a copy of this ordinance [Ordinance Number 4487], and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of the Standard Traffic Ordinance similarly marked, as may be deemed expedient.

Section 2.

Ordinance 4463 is repealed.

Section 3.

This Ordinance shall take effect upon its publication in the official city newspaper or August 15, 2025, whichever date is later.

Adopted by the Governing Body of the City of Independence, Kansas, on the 24th day of July, 2025.

W. S. Smith, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk

ORDINANCE NO. 4488

**AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE
CORPORATE LIMITS OF THE CITY OF INDEPENDENCE, KANSAS
AND INCORPORATING BY REFERENCE THE "UNIFORM PUBLIC OFFENSE CODE FOR
KANSAS CITIES," 41ST EDITION, 2025
WITH CERTAIN MODIFICATIONS**

Be it ordained by the Governing Body of the City of Independence, Kansas:

Section 1.

There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the city that a certain code known as the Uniform Public Offense Code for Kansas Cities, 41ST Edition, 2025, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, subject to the following modifications:

- a. Section 10.8 is deleted
- b. The allowable fine under Section 5.6(c) shall be not less than \$25.00 and not more than \$500.00.

- c. Section 5.6 shall include a new subsection (d) as follows:

(d) The sentence for a violation of this section may include a requirement that the defendant perform a specified number of hours of community service approved by the Court and/or completion of one or more educational classes dealing with the harmful effects of tobacco and electronic cigarettes assigned by the Court.

No fewer than three copies of the Uniform Public Offense Code shall be marked or stamped “Official Copy as adopted by Ordinance Number 4488,” and to which shall be attached a copy of this ordinance [Ordinance Number 4488], and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of the Uniform Public Offense Code similarly marked, as may be deemed expedient.

Section 2.

Ordinance 4464 is repealed.

Section 3.

This Ordinance shall take effect upon its publication in the official city newspaper or August 15, 2025, whichever date is later.

Adopted by the Governing Body of the City of Independence, Kansas, on the 24th day of July, 2025.

W.S. Smith, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 24, 2025

Department Park, Zoo & Cemetery

Director Approval Scott Patton

AGENDA ITEM Consider authorizing blocking certain streets within Riverside Park during the 18th annual Yona Strong 5K Run.

SUMMARY RECOMMENDATION Authorize blocking certain streets within Riverside Park on September 6, 2025 from 7:30 A.M. to 10:30 A.M. during the 18th Annual Yona Strong 5K Run.

BACKGROUND The Yona Strong 5K Run is an annual event held at Riverside Park in memory of Yona Julian, who was a well-known member of the Independence Community. This will be the event's 18th year. The streets that are requested to be blocked are identified in the attached map which illustrates the locations to place barricades. A police officer has been requested to be on site during the run this year to ensure that vehicles do not drive around barricades, which are usually manned by volunteers.

FINANCIAL INFORMATION There will not be a significant financial impact due to this event.

SUGGESTED MOTION I move to authorize blocking certain streets within Riverside Park on September 6, 2025 from 7:30 A.M. to 10:30 A.M. during the 18th Annual Yona Strong 5K Run.

SUPPORTING DOCUMENTS

1. Yona Julian 5K App 2025
2. Yona Julian 5K Map

City of Independence
Park Activity Application

Event Date: 9.6.25 Time: Start 8:00am Ending 10:30am

Size of Group 100

Type of Event: Concert: _____ Display: _____ Exhibit: _____ Other: Run

Individual/Business/ Organization: Ken Brown (4615 Strong)

Individual/Business Address: 500 E. Maple

Non-Profit Organization ☒ Yes ☐ No If yes - provide documentation.

If this activity is for profit and/or limiting or restricting free public access to the event, then said individual, business and/or organization will be required to obtain a "Park Event Permit" and must contact the Park office at (620) 332-2512.

Contact Person: _____ Phone Number: _____

Are you renting a building? _____

Please describe your event: _____

Area of the park you are planning on using: same as last 18 years

Additional services Needed:

Barricades ☒ Yes ☐ No If yes, provide a map for placement.

Barricades must be manned during the event. Access to rented facilities must be given. Barricades must be removed immediately following the completion of the event.

Street Closing Needed: ☒ Yes ☐ No If yes, provide a map for location.

Time of street closing: From: 7:30 To: 10:30

Times must be approved by the city commission, which is addressed by the director.

Electricity ☐ Yes ☒ No If so provide the location. _____

Trash Containers Needed: None

Special Arrangements: _____

Police, EMS or Fire Department Needed: ☒ Yes ☒ No

If yes, please provide details. Police officer to help keep people from driving around barricades.

Specifically, on N. 5th St.

Other City Equipment Requested: _____

Attachments:

1. A site plan of the event indicating the area being requested and how it will be secured.
2. Proof of general liability insurance against damage caused by the applicant, agents, employees, guests and participants in the event in the amount of not less than \$500,000 single limit per occurrence for bodily injury, personal injury and property damage from a company licensed to do business in the State of Kansas and naming the City and its officers and employees as an additional insured.

Signature of Renter: _____

Date: _____

14 July 25

Approved by: _____

Date: _____

Morningside Dr

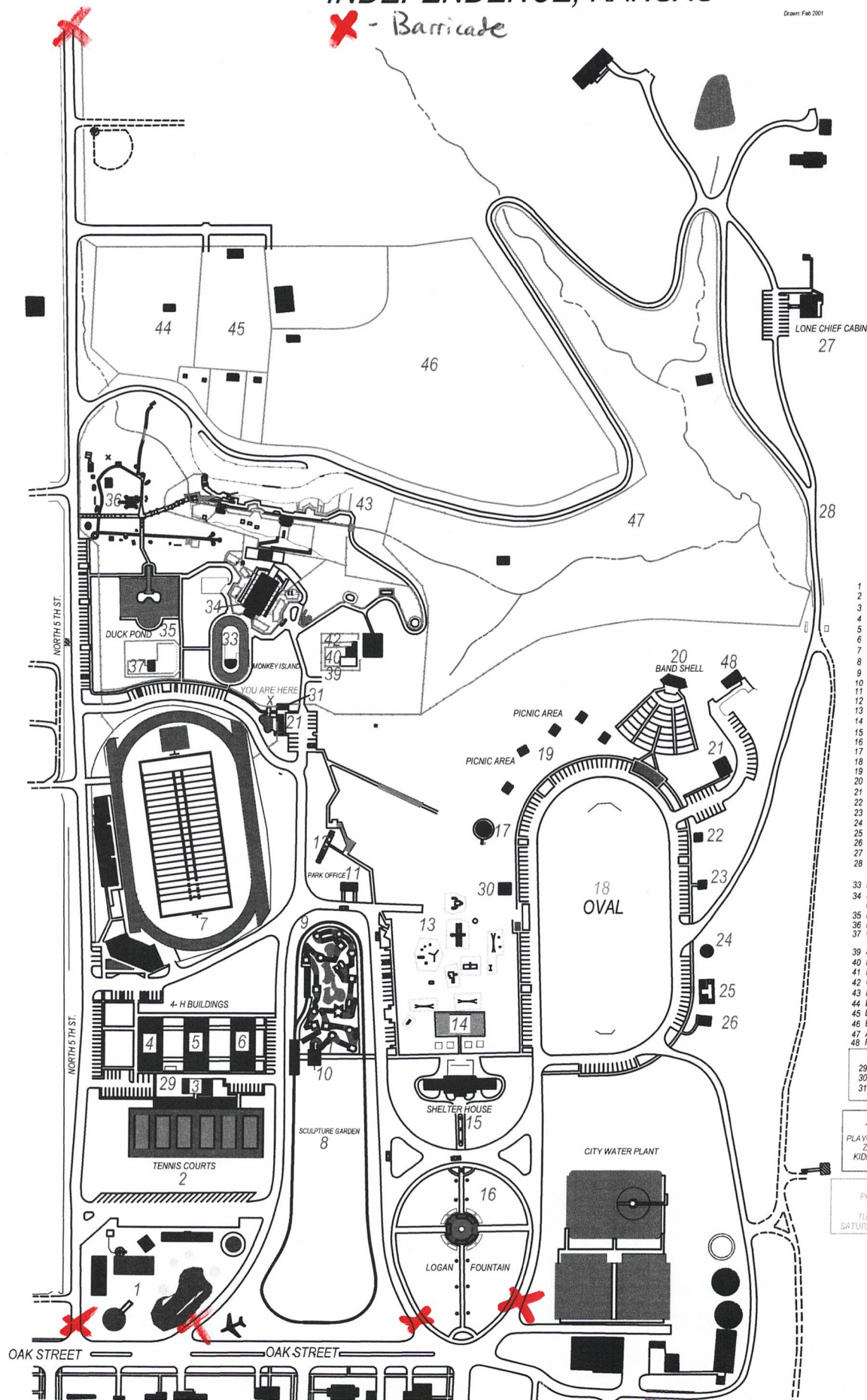
RIVERSIDE PARK INDEPENDENCE, KANSAS

✕ - Barricade



Drawn Feb 2001

VERDIGRIS RIVER



- 1 RIVERSIDE BEACH FAMILY AQUATIC CENTER
- 2 KEN BROWN TENNIS COURTS
- 3 TENNIS CLUB HOUSE
- 4 ENCLOSED 4-H BUILDING
- 5 MIDDLE OPEN 4-H BUILDING
- 6 EAST OPEN 4-H BUILDING
- 7 EMMOTT FIELD
- 8 SCULPTURE GARDEN
- 9 MINIATURE GOLF COURSE
- 10 MINIATURE TRAIN
- 11 GARDEN CLUB HOUSE & PARK OFFICE
- 12 SANTA FE 1050 TRAIN
- 13 HORNER PLAYGROUND
- 14 CORYTHOSAURUS DINOSAUR
- 15 STORCH SHELTER HOUSE
- 16 LOGAN FOUNTAIN
- 17 CAROUSEL
- 18 PARK OVAL
- 19 KIWANIS SHELTERS
- 20 BOB HILLE RIVERSIDE BOWL (BANDSHELL)
- 21 CONCESSION HOUSE
- 22 SCHOOL HOUSE SHELTER
- 23 OPEN SHELTER
- 24 LEONARD OPEN SHELTER
- 25 HORSE SHOE PIT
- 26 OPEN SHELTER
- 27 LONE CHIEF CABIN
- 28 WELLS DRIVE - ONE WAY
- 29 ZOO
- 30 MONKEY ISLAND
- 31 STEVENS BUILDING
- 32 MAIN ZOO EXHIBIT BUILDING
- 33 DUCK POND
- 34 KIDDY LAND
- 35 WALLABY EXHIBIT & EMU EXHIBIT
- 36 AFRICAN SPURRED TORTOISES
- 37 DONKEY EXHIBIT
- 38 KIDDY LAND
- 39 QUAIL EXHIBIT
- 40 RAVINE - NATIVE KANSAS ANIMALS
- 41 ELK PEN
- 42 LLAMA PEN
- 43 BISON AND DEER PEN
- 44 AOUADAD PEN
- 45 ROCK KITCHEN

RESTROOMS

- 29 4-H BUILDING
- 30 HORNER PLAYGROUND
- 31 RALPH MITCHELL ZOO

DRINKING FOUNTAINS

- CAROUSEL AREA
- PLAYGROUND RESTROOM AREA
- ZOO RESTROOM AREA
- KIDDY LAND PLAYGROUND
- TENNIS COURTS

CONCESSIONS

- PROVIDED BY LONE CHIEF CLUB
- HOURS
- TUES - FRIDAY - EVENINGS
- SATURDAY & SUNDAY 1:00 PM - 6 PM

UPDATED JUNE 27 TH, 2011



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 24, 2025

Department Police

Director Approval John Garris, Dustin Stafford

AGENDA ITEM Consider placing Stop Signs at the Intersection of 14th and Locust Streets.

SUMMARY RECOMMENDATION Authorize placement of signs.

BACKGROUND The intersection of 14th Street and Locust Street currently has no stop control in any direction, which appears to be an exception in the area's overall traffic pattern. Each block in the surrounding area generally follows an alternating pattern of stop signs—either controlling north/southbound traffic or east/westbound traffic—so that every intersection has some form of traffic control. A citizen reported that they have almost been hit twice at this intersection. Staff recommends placing stop signs for north and southbound traffic at 14th and Locust to help improve safety and address potential future concerns, demonstrate attention to public safety, and bring the intersection in line with established neighborhood traffic patterns.

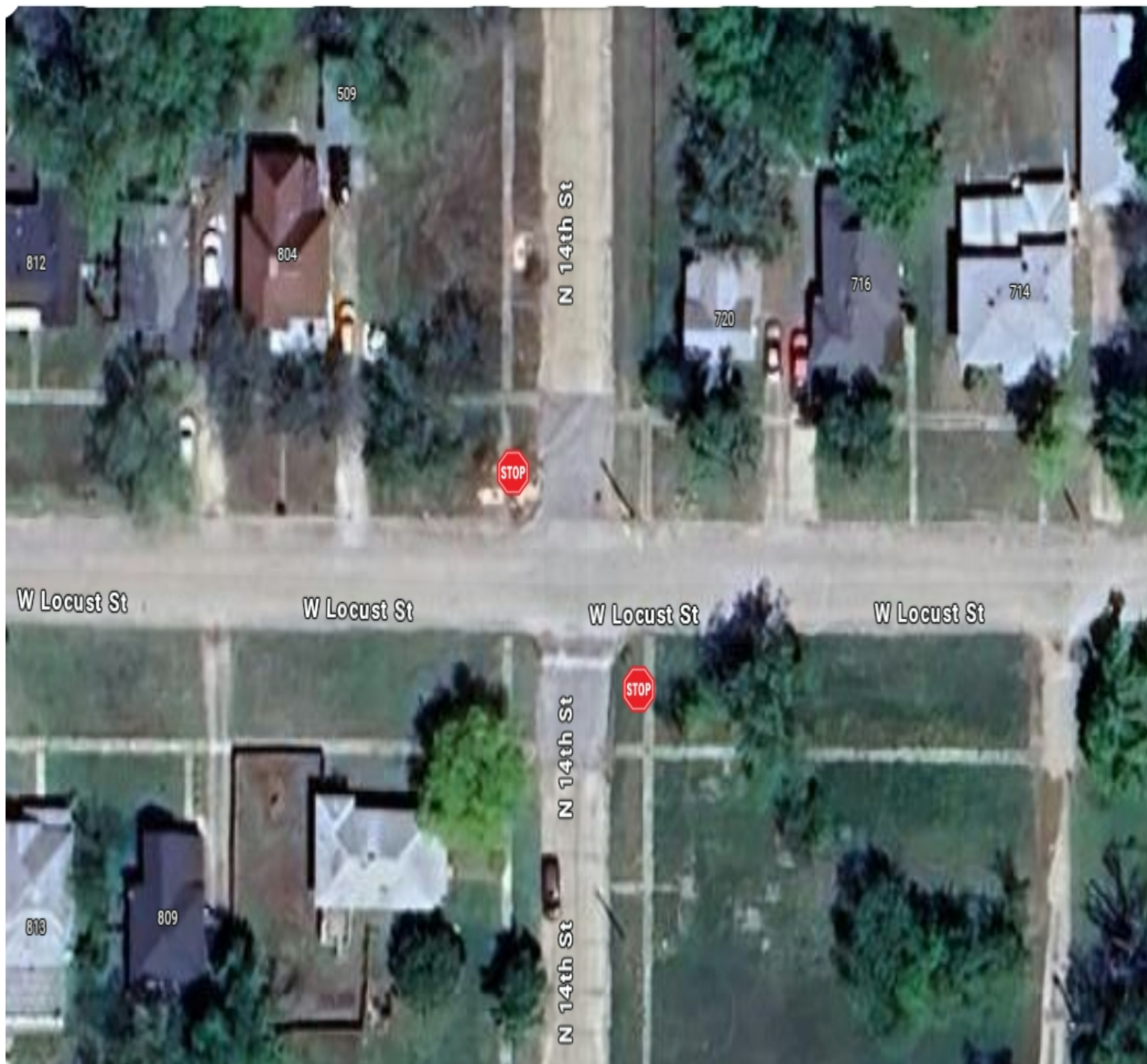
The attached photo shows the approximate locations of the new signs.

FINANCIAL INFORMATION The cost will include the purchase of stop signs, poles, and labor to install, which will be minimal.

SUGGESTED MOTION I move to approve the placement of two new traffic signs as shown at the intersection of 14th and Locust Streets.

SUPPORTING DOCUMENTS

1. 14th & Locust Stop Signs





REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 24, 2025

Department Admin

Director Approval Kayla Schabel

AGENDA ITEM Consider adopting Ordinance No. 4489 amending applicability of fingerprinting fee to certain offenses.

SUMMARY RECOMMENDATION Adopt Ordinance No. 4489.

BACKGROUND By Kansas statute, any conviction or diversion involving what would be a class A or B misdemeanor, or simple assault, requires fingerprinting, except that violations for no drivers license and no insurance are exempt. Currently sec. 26-4 of our code does not exempt no drivers license and no insurance from being charged a fingerprint fee. The proposed ordinance addresses this but allows the municipal court to still charge the fee in its discretion.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to adopt Ordinance No. 4489 amending applicability of fingerprinting fee to certain offenses.

SUPPORTING DOCUMENTS

1. Ordinance 4489 - Fingerprint Fees

ORDINANCE NO. 4489
AN ORDINANCE AMENDING APPLICABILITY OF
FINGERPRINT FEES TO CERTAIN OFFENSES

Be it ordained by the governing body of the City of Independence, Kansas:

Section 1. City Code Section 26-4 Court Costs, subsection c is amended to read as follows in its entirety:

c. Fingerprint fee. Because fingerprinting is made mandatory by state statute, for any conviction or diversion involving what would be a Class A or B misdemeanor, or simple assault, as defined as by Kansas Statute, a fingerprint fee in the amount set forth in Appendix D of this Code. The provisions of this subsection shall not apply to violation of Standard Traffic Ordinance Section 192 (No Drivers License) or Section 200 (Operating Without Proof of Insurance) unless otherwise ordered by the municipal court in its discretion.

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 24th day of July 2025.

W.S. Smith, Mayor

ATTEST:

David W. Schwenker, City Clerk



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 24, 2025

Department Admin

Director Approval Kayla Schabel

AGENDA ITEM Consider adopting ordinance 4490 amending certain court fees assessed in Appendix D.

SUMMARY RECOMMENDATION Recommend adoption of ordinance.

BACKGROUND This ordinance amends the court appointed attorney fee from \$200 to \$400.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to approve ordinance 4490 amending certain court fees assessed in Appendix D.

SUPPORTING DOCUMENTS

1. Ordinance 4490 - Amend App D-Court Fees-

ORDINANCE NO. 4490
AN ORDINANCE AMENDING CERTAIN COURT
FEES ASSESSED IN APPENDIX D

Be it ordained by the governing body of the City of Independence, Kansas:

Section 1. Appendix D, Chapter 26, Court, is amended in its entirety to read as follows:

- (1) General Court costs.....\$75.50
- (2) Court appointed attorney fee
(or such additional amount in the discretion of the municipal court judge)...\$400.00
- (3) Fingerprint Fee... \$50.00
- (4) Incarceration Fee
an amount equal to the rate the city is charged for jail time by Montgomery County
Department of Corrections.....
- (5) Medical Fee
an amount equal to the cost of all medical treatment provided to a defendant who was
arrested and/or incarcerated pursuant to City ordinance, or due to an order of the municipal
court judge....
- (6) Expungement Fee.....\$100.00
- (7) Warrant Fee.... \$50.00

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 24th day of July
2025.*

W.S. Smith, Mayor

ATTEST:

David Schwenker, City Clerk



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 24, 2025

Department Public Works & Utilities

Director Approval John Garriss, David Cowan

AGENDA ITEM Consider providing water bill credits to two consumers.

SUMMARY RECOMMENDATION Approve credits.

BACKGROUND Staff has been advised that the only mechanism to provide water bill relief on amounts of water that have gone through the meter is to provide a credit after the bill in question has been paid. With that in mind, there are two customers where bill credits may be warranted:

Kurtis Viets called to report a water leak. Upon the arrival of the City crew at 11am on 5/28/25, Mr. Viets was informed by City personnel that the leak was not his, and was a City line that was leaking. On 5/31/25, a different City crew arrived and, upon investigation, found that the leak was actually coming from Mr. Viets' system and the system was shut down. Based on electronic meter readings, it is estimated that 41,590 gallons were lost to leakage during the time between when Mr. Viets was informed that the leak was a City leak, and when the service was shut down for repairs. This would be a \$320.66 credit to Mr. Viets.

Tim and Jennifer Christensen, residents of 308 E. Maple Street, were without water service for several weeks due to a failure in the water main. During this time, City crews conducted investigation and evaluation of the issue and awaited delivery of the necessary materials to complete the repair. Water consumption recorded during this period was the result of City crews flushing the line as part of the diagnostic and repair process. The failed main has since been replaced with a new 4-inch water line, and full service with adequate pressure has been restored to the residence. In recognition of the service disruption and City-related water usage, a credit in the amount of approximately \$250.00 is respectfully requested for the Christensens' utility account.

FINANCIAL INFORMATION Reduction in service fees in the amounts credited.

SUGGESTED MOTION I move to approve providing credits to customers as outlined in the description.

SUPPORTING DOCUMENTS



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 24, 2025

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider awarding engineering design of the replacement Beech Street culvert to TranSystems Corporation.

SUMMARY RECOMMENDATION Approve award.

BACKGROUND The Beech Street culvert (see picture) is failing. The existing corrugated metal pipes underneath the roadway have corroded to the point where the structure is flexing under normal vehicle load, and the culvert is currently covered with our steel plate as a temporary measure. Replacement is required. The attached design contract, once executed, will lead to a design contract for a replacement structure.



FINANCIAL INFORMATION The contract amount for engineering is \$18,000 to be paid by the Street Capital Reserve Fund (22).

SUGGESTED MOTION I move to approve a contract in the amount of \$18,000 for design of a replacement culvert on Beech Street and for the execution of any necessary documents.

SUPPORTING DOCUMENTS

1. Beech Street Culvert Replacement

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

THIS AGREEMENT is made this _____ day of _____, 2025, by and between The City of Independence, Kansas (hereafter referred to as "CLIENT") and **TranSystems Corporation** (hereafter referred to as "TRANSYSTEMS").

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

Beech Street Culvert Replacement.

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

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

**SECTION 1
BASIC SERVICES OF TRANSYSTEMS**

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

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

SECTION 2 ADDITIONAL SERVICES OF TRANSYSTEMS

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

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

Section 2.2 Changes in the Services.

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

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

agreements, or on a holiday customarily observed by TRANSYSTEMS; (3) the discovery of any subsurface or other conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification of applicable law by which TRANSYSTEMS is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) delay, suspension of, acceleration of or interference with, TRANSYSTEMS' performance of the Services by CLIENT or by any other person or entity including, but not limited to national, state or local governments; (6) wage, benefit or payroll tax increases due to governmental action or area agreements; (7) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than TRANSYSTEMS, if TRANSYSTEMS' performance of the Services under this Agreement depends upon such criteria or information; and/or (8) any other increase in TRANSYSTEMS' costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, a change in applicable law or any other cause beyond TRANSYSTEMS' reasonable control, then the TRANSYSTEMS' Compensation and/or the Completion Date, if any, shall be equitably adjusted and TRANSYSTEMS shall be paid, and TRANSYSTEMS' Compensation shall be adjusted by, an amount equal to the additional costs to TRANSYSTEMS resulting therefrom.

SECTION 3 CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

Section 3.6 Additional Services. When CLIENT deems it necessary or appropriate for Additional Services to be performed in connection with any phase of the Project, CLIENT shall furnish or direct TRANSYSTEMS to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

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

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

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

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

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

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

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

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

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

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

SECTION 4 PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

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

Section 4.2 Completion Date. It is anticipated that design will be completed by September 1, 2025. . These dates are estimated, but not guaranteed.. The estimated period shall begin on the date the contract is signed, and end with the delivery fo the final product to the Owner. If the Completion Date is exceeded through no fault of TRANSYSTEMS, all rates, measures and compensation provided herein shall be subject to equitable adjustment. The Completion Date (and TRANSYSTEMS' obligation to complete the Basic Services by such date) is subject to reasonable extensions for the performance of Additional Services, Constructive Changes or other extra work and is subject to reasonable extensions for a Force Majeure Event.

Section 4.3 Timeliness of Performance. The CLIENT and TRANSYSTEMS are aware that many factors outside TRANSYSTEMS' control may affect TRANSYSTEMS' ability to complete the services to be provided under this Agreement. TRANSYSTEMS will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Section 4.4 Notice of Delay. If TRANSYSTEMS becomes aware of delays due to time allowances for

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

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

SECTION 5 TRANSYSTEMS' COMPENSATION

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

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

For Design Services, CLIENT shall pay TranSystems at the rates and amount set forth in the TRANSYSTEMS Schedule of Rates and Expenses which is in effect. The maximum fee for the design services as described in Exhibit A shall be \$18,000.

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

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

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

Section 5.2.1 For Additional Services. As compensation for the performance of the Additional Services rendered by TRANSYSTEMS under Section 2, CLIENT shall pay TRANSYSTEMS, in

accordance with the provisions of Section 5.4, as follows:

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

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

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

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

Section 5.5 Other Provisions Concerning Payments.

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

Section 5.5.2 Payments after Termination by TranSystems. In the event of termination by TRANSYSTEMS under paragraph 7.1, TRANSYSTEMS will be paid for all Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In addition, TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional

associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

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

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

SECTION 6 OPINIONS OF COST AND SCHEDULE

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

SECTION 7 GENERAL CONSIDERATIONS

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

Section 7.1.1 Replacement of TranSystems. If TRANSYSTEMS for any reason is not allowed to complete all the services called for by this Agreement, TRANSYSTEMS shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by TRANSYSTEMS if used, changed or completed by the CLIENT or by another party.

Section 7.2 Reuse of Documents. All documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and CONSULTANTS) pursuant to this Agreement, including, but not limited to Drawings and Specifications, are instruments of service in respect of the Project and TRANSYSTEMS shall retain an ownership and property interest therein whether or not the Project is completed. Provided, however, that such documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by TRANSYSTEMS for the specific purpose intended will be at CLIENT's sole risk. The provisions of this Section 7.2 shall survive the termination of this Agreement.

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

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the

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

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

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

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

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

Section 7.5 Limitation of Responsibility, Job Site Safety/Techniques. Neither the professional activities of TRANSYSTEMS, nor the presence of TRANSYSTEMS or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. TRANSYSTEMS and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The CLIENT also agrees that the CLIENT, TRANSYSTEMS and the TRANSYSTEMS' subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. In addition, TranSystems shall not be responsible for (i) the failure of any other project party to fulfill their respective contractual responsibilities and obligations to client or to comply with Federal, State or local laws, rules, regulations or codes; (ii) for the schedules of any of the other project parties or the failure of any of the other project parties to carry out their work in accordance with their respective agreements. TranSystems shall not have control over or charge of and shall not be responsible for acts or omissions of the other project parties, or their agents or employees, or of any other persons performing portions of the work on the project.

Section 7.6 Insurance.

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

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

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

Section 7.7 Liability and Indemnification.

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

Section 7.7.2 TranSystems Indemnification.

TRANSYSTEMS agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by TRANSYSTEMS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom TRANSYSTEMS is legally liable.

TRANSYSTEMS is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

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

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

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

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

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

Section 7.8 Betterment. If, due to TRANSYSTEMS's negligence, a required item or component of the Project is omitted from TRANSYSTEMS's construction documents, TRANSYSTEMS shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will TRANSYSTEMS be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Section 7.9 Protection From Supplanting Consultant. The CLIENT warrants that any documents provided to TRANSYSTEMS by the CLIENT or by the prior consultants may be relied upon as to their accuracy and completeness without independent investigation by the supplanting consultant and that the CLIENT has the right to provide such documents to the supplanting consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

Section 7.10 Use of Logo. CLIENT grants to TRANSYSTEMS during the term of this agreement and thereafter a non-exclusive license to use CLIENT's name and logo in TRANSYSTEMS's marketing materials such as

press releases, case study briefs/project summaries, TRANSYSTEMS website or brochures. This license shall be perpetual and irrevocable for such use on all materials distributed and or printed but not yet distributed prior to termination and revocation of said license; said license shall remain in effect unless and until CLIENT shall terminate and revoke the same by giving TRANSYSTEMS 60 days advance written notice thereof whereupon at the end of said 60 days the license shall be deemed terminated.

SECTION 8 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

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

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

Exhibit A - Project Description and Basic Services

Schedule 1 - TRANSYSTEMS' Schedule of Rates and Expenses

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

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

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

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

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

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

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

Section 8.7 Representations and Remedies. TRANSYSTEMS makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY

EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement.

Section 8.8 Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party, or to a person, firm or corporation acquiring all or substantially all of the business assets of such party or to a wholly owner subsidiary of either party, but such assignment shall not relieve the assigning party of any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the TRANSYSTEMS' and CLIENT's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent TRANSYSTEMS from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

Section 8.9 Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:

Ms. Kelly Passauer
City Manager
City of Independence

If to TRANSYSTEMS:

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

:

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

Section 8.10 Interpretation.

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

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

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

licensors and related entities of such party.

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

Section 8.11 Certificates, Guarantees And Warranties. TRANSYSTEMS shall not be required to sign any documents, no matter by whom requested, that would result in TRANSYSTEMS having to certify, guarantee or warrant the existence of conditions whose existence TRANSYSTEMS cannot ascertain. The Client also agrees not to make resolution of any dispute with TRANSYSTEMS or payment of any amount due to TRANSYSTEMS in any way contingent upon TRANSYSTEMS signing any such certification.

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

Section 8.12 Execution of Documents. TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS' risk or the availability or cost of its professional or general liability insurance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____ 2024.

City of Independence, Kansas

TranSystems

By: _____

By _____

Printed Name: _____

Printed

Name: _____

Title: _____ Title: _____

EXHIBIT "A"
Basic Services

1. Project Description:

The City desires to replace the culvert at Beech Street. The existing culvert has deteriorated and is in need of full replacement. The design includes tying the culvert into adjacent storm sewer and pavement replacement immediately over the culvert. The City wishes to design and bid the proposed improvements.

2. Design Services:

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

2.1 Survey, ROW and Utilities: A topographic survey for this project will be required. . No additional ROW will be required. No utility conflicts are anticipated.

2.2 Plan Preparation and Permitting: Plans will be prepared for the proposed improvements. A preliminary plan and cost estimate will be developed. This concept will be reviewed by the City, with TranSystems addressing City comments. A final set of plans will be prepared. It is anticipated that an erosion control permit will not be required.

2.3 Contract Documents and Specifications: A set of contract documents and specifications will be prepared. No approvals from KDOT are anticipated, but traffic control drawings will be prepared in line with KDOT standards. This will include a detailed bid packet and enumerating the anticipated quantities for construction.

SCHEDULE "1"
TRANSYSTEMS' Schedule of Rates and Expenses

TranSystems Corporation Schedule of Hourly Rates for 2024 Independence Office			
CLASSIFICATION	2023 RATE	CLASSIFICATION	2023 RATE
Technician V	\$175	Principal/Structural Engineer V	\$320
Technician IV	\$132	Structural Engineer IV	\$245
Technician III	\$114	Structural Engineer III	\$201
Technician II	\$91	Structural Engineer II	\$147
Technician I	\$86	Electrical Engineer IV	\$243
Scientist II	\$110	Principal/Civil Engineer V	\$389
Surveyor V	\$178	Civil Engineer IV	\$287
Surveyor IV	\$121	Civil Engineer III	\$178
Surveyor III	\$107	Civil Engineer II	\$127
Surveyor II	\$84	Civil Engineer I	\$99
Surveyor I	\$63	Principal/Engineer V	\$377
Planner IV	\$273	Engineer IV	\$280
Planner III	\$153	Engineer III	\$167
Planner II	\$100	Engineer II	\$123
Planner I	\$98	Engineer I	\$97
Industry Specialist III	\$157	Construction Services V	\$335
Industry Specialist II	\$127	Construction Services IV	\$217
Industry Specialist I	\$89	Construction Services III	\$134
Inspector III	\$240	Construction Services II	\$98
Inspector II	\$157	Construction Services I	\$69
Architect IV	\$254	Administrator II	\$102
Architect II	\$105		
<i>Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost. Vehicle mileage to be paid at the current IRS rate per mile. The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2024. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.</i>			



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 24, 2025**

Department Admin

Director Approval David Cowan

AGENDA ITEM Public Hearing to consider condemnation of 512 W. Myrtle Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City staff recommend condemnation as dangerous and unsafe.

BACKGROUND On December 12, 2024, the City Commission voted to adjourn the condemnation hearing to June 26, 2025. The property owner was instructed to meet with the Building Inspector, submit a detailed timeline of proposed repairs, and initiate either the repair or removal of the structure. The owner has submitted a building permit and is working with the building inspector. Based on these circumstances, the staff recommends adjourning the hearing to November 13, 2025.

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

SUGGESTED MOTION I move to adjourn the hearing to consider condemnation of 512 W. Myrtle Street as dangerous and unsafe to November 13, 2025, at 5:30 p.m

SUPPORTING DOCUMENTS

1. RESOLUTION 2025-036 - CONDEMNATION - DAYS - 512 W Myrtle
2. 512 W. Myrtle - Notice P-H ADJOURNMENT 06272025

RESOLUTION NO. 2025-036

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

Legal Description

The East Half of Lots 6 and 7, and the East Half of the South Half of Lot 8, Block 35 of the Original City of Independence, Montgomery County, Kansas.

Common Address

512 W Myrtle Street

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 23rd day of October 2024, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2024—032**, dated **October 23, 2024**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **October 31, 2024 and November 7, 2024**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

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

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

Legal Description

The East Half of Lots 6 and 7, and the East Half of the South Half of Lot 8, Block 35 of the Original City of Independence, Montgomery County, Kansas.

Common Address

512 W Myrtle Street

Mortgage

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

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

Adopted this 24th day of July, 2025.

(SEAL)

Mayor

City Clerk



Office of the Assistant City Manager
120 North 6th Street
Independence, KS 67301

June 27, 2025

Chris Bridgeman
300 S. 12th
Independence, Ks. 67301

RE: Notice of Public Hearing Adjourned until July 24, 2025
Located at: 512 West Myrtle Street – Independence Kansas

Dear Chris:

The City of Independence Commission has adjourned the Condemnation of **512 W. Myrtle** and to give you time to make repairs to the structure. You indicated at the meeting you would do the following:

1. Clean up the exterior of debris, trash, and vegetation
2. Fix broken windows and doors
3. Rehab the upper-story apartment
4. Fix the exterior hole in the wall

Please contact the City Building Inspector at **620.205.7166** regarding the rehabilitation and permits required. He will also track the work being done and provide a progress report for the June 26th meeting.

Public Hearing Details:

- Date: **July 24, 2025**
- Time: **5:30 PM**
- Location: **120 N. 6th Street – City Commission Room**

Please note that if the Governing Body determines on July 24, 2025 that the work is not being done they may make a finding that the structure is indeed unsafe or dangerous, an order of condemnation may be issued directing the repair or removal of the structure.

If you have any questions regarding this matter or require additional information, please contact **David Cowan, 620.332.2528 voice, or davidc@independenceks.gov email**

Thank you for your attention to this matter.

David Cowan
Assistant City Manager
City of Independence
120 N. 6th Street
Independence, Kansas 67301



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 24, 2025**

Department Admin

Director Approval David Cowan

AGENDA ITEM Public Hearing to consider the condemnation of 208 S. 16th Street as dangerous and unsafe.

SUMMARY RECOMMENDATION Staff recommends condemnation as dangerous and unsafe.

BACKGROUND On December 12, 2024, the City Commission voted to adjourn the condemnation hearing to June 26, 2025. The property owner was instructed to meet with the Building Inspector, submit a detailed timeline of proposed repairs, and initiate either the repair or removal of the structure. Since the meeting on June 26, 2025, the owner has had new electrical service installed on the structure and started working on the interior, repairing sheetrock and floors. Staff recommends adjourning the hearing until November 13, 2025 at 5:30 PM.

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

SUGGESTED MOTION I move to adjourn the hearing to consider condemnation of 208 S. 16th Street as dangerous and unsafe to November 13, 2025, at 5:30 p.m

SUPPORTING DOCUMENTS

1. RESOLUTION 2025-037 - CONDEMNATION - DAYS - 208 S 16th
2. 208 S. 16th - Notice of Adjourned PH July 24, 2025

RESOLUTION NO. 2025-037

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

Legal Description

Lot 51, Glenwood Addition to the City of Independence, Montgomery County, Kansas.

Common Address

208 S 16th St.

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 23rd day of October 2024, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2024—032**, dated **October 23, 2024**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **October 31, 2024 and November 7, 2024**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

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

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

Legal Description

Lot 51, Glenwood Addition to the City of Independence, Montgomery County, Kansas.

Common Address

208 S 16th St.

Mortgage

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

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

Adopted this 24th day of July, 2025.

(SEAL)

Mayor

City Clerk



Office of the Assistant City Manager
120 North 6th Street
Independence, KS 67301

June 27, 2025

Donnelly Properties, LLC
5207 CR 5700
Cherryvale, Ks. 67335

RE: Notice of Public Hearing Adjourned until July 24, 2025
Located at: 208 S. 16th Street – Independence Kansas

Dear Chris:

The City of Independence Commission has adjourned the Condemnation of **208 S. 16th** and to give you time to make repairs to the structure. You indicated at the meeting you would do the following:

1. Clean up the exterior of debris, trash, and vegetation
2. Fix broken windows and doors
3. Rehab the structure for a rental property

Please contact the City Building Inspector at **620.205.7166** regarding the rehabilitation and permits required. He will also track the work being done and provide a progress report for the June 26th meeting.

Public Hearing Details:

- Date: **July 24, 2025**
- Time: **5:30 PM**
- Location: **120 N. 6th Street – City Commission Room**

Please note that if the Governing Body determines on July 24, 2025, that the work is not being done they may make a finding that the structure is indeed unsafe or dangerous, an order of condemnation may be issued directing the repair or removal of the structure.

If you have any questions regarding this matter or require additional information, please contact **David Cowan, 620.332.2528 voice, or davidc@independenceks.gov email**

Thank you for your attention to this matter.

David Cowan
Assistant City Manager
City of Independence
120 N. 6th Street
Independence, Kansas 67301



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 24, 2025

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider adopting a Resolution authorizing the abatement of unhealthy and unsafe exterior conditions at 717 Washington Street.

SUMMARY RECOMMENDATION It is recommended that the City Commission adopt a resolution authorizing the abatement of unhealthy and unsafe exterior conditions at 717 Washington Street, in accordance with City Code 42-69. The property owners have received multiple notices over several years and have not taken sufficient action to address the violations. Abatement is necessary to address ongoing public health and safety concerns.

BACKGROUND

Abatement of 717 Washington Street

The property located at **717 Washington Street**, owned by **Kansas Equity Consultant Pros, LLC**, has failed to comply with multiple code enforcement notices regarding the accumulation of debris and overgrown vegetation. Despite repeated efforts to secure voluntary compliance, no corrective action has been taken.

The City's mowing contractor is currently unable to maintain the property due to extensive debris and piles of trash obstructing the area. On **July 10, 2024**, the City formally notified **Brett Hein** that he had **14 days** to resolve the violations or the City would pursue a **Resolution to abate** the property.

The proposed abatement will include:

- Removal of all debris and trash from the yard,
- Brush hogging of overgrown vegetation, and
- Clearing of the right-of-way (ROW), including cutting back brush and vegetation growing through the steps and creating maintenance issues.

The City intends to use chainsaws to remove the overgrown brush in the ROW; however, the **concrete steps will remain in place** to preserve infrastructure and ensure continued access for maintenance.

FINANCIAL INFORMATION The estimated cost of abatement will be covered by the city and carried out by City crews. These costs will be assessed to the property owner and or turned over to collections if the owner fails to pay.

SUGGESTED MOTION I move to adopt a resolution authorizing the abatement of unhealthy and unsafe exterior conditions at 717 Washington Street, Independence, Kansas, and to assess the costs of such abatement against the owner in accordance with City Code 42-69.

SUPPORTING DOCUMENTS

1. Resolution 2025-038 - Abate - 717 Washington
2. Consent-Abate- 717 Washington St 07242025
3. Code Enforcement Notices - 717 Washington
4. 717 Washington - 07102025
5. 20250709_130326
6. 20250709_130429
7. 20250709_130442
8. 20250709_130444
9. 20250709_125316
10. 20250709_125331
11. 20250709_125336
12. 20250709_130306

RESOLUTION NO. 2025-038

**A Resolution Authorizing Abatement of Unhealthy
and Unsafe Exterior Conditions at 717 Washington.**

Whereas, Kansas Equity Consultant Pros, LLC owns the following described real estate located at 717 Washington St., Independence, Kansas: DUNKINS ADD, S30, T32, R16, BLOCK 4, Lot 6

And Whereas, the City's Code Enforcement Officer has determined that the exterior condition of the property at 717 Washington St. is in violation of City Code 42-66 due to the accumulation of debris, junk, overgrown vegetation and mattresses

And Whereas, on all occasions, Kansas Equity Consultant Pros, LLC was given the required 15 days' notice to address the exterior condition, as outlined by City Code 42-67, on July 31, 2024, January 15, 2025, and May 15, 2025.

And Whereas, Kansas Equity Consultant Pros, LLC have taken no action to alleviate the condition of the exterior of the property at 717 Washington St.

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

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

Section 1. Kansas Equity Consultant Pros, LLC has been given 15 written notices and have failed to alleviate the exterior conditions of the yard at 717 Washington St., Independence, Kansas.

Section 2. The Code Enforcement Officer or other agents of the City are hereby authorized to abate the exterior conditions at 717 Washington St, Independence, Kansas, pursuant to City Code 42-69 and to have the costs of abatement assessed against the property pursuant to City Code 42-73.

Adopted by the Governing Body of the City of Independence, Kansas, on the 24th day of July, 2025.

W. Scott Smith, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk

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

COME NOW, Kansas Equity Consultant Pros, LLC agree to the following:

Kansas Equity Consultant Pros, LLC are the owners and occupants of the following described real estate:

DUNKINS ADD, S30, T32, R16, BLOCK 4, Lot 6, City of Independence, Montgomery County, Kansas (commonly known as 717 Washington Street, Independence, Kansas)

2. Three separate notices for violation of City Code 42-66 concerning the exterior condition of the yard at 1201 W. Pine St. have been issued on July 31, 2024, January 15, 2025, and May 15, 2025.

3. Kansas Equity Consultant Pros, LLC hereby consent to abatement of the exterior condition of the yard at 717 Washington St. which will entail removal of all unhealthy and unsafe trash, debris, abandoned motor vehicle parts, appliances and other rubbish located thereon which are in violation of City Code 42-66.

4. Kansas Equity Consultant Pros, LLC acknowledge and understand that they will be contacted prior to the abatement process and that they will remove from the exterior yard of 717 Washington St. any property which they feel is valuable and which they wish to retain, and further that any property left in the yard at 717 Washington St. may be presumed by the City, its agents and employees, to be rubbish and debris in violation of City Code 42-66, subject to abatement by the City, and may be immediately disposed of by the City.

5. Kansas Equity Consultant Pros, LLC hereby waive any and all claims of liability for injury and/or damages against the City, its agents and employees, arising from abatement of

the exterior condition of their yard, and agree to indemnify and hold harmless the City, its agents and employees from the same.

6. Kansas Equity Consultant Pros, LLC understand that the cost of abatement may be assessed by the City against them as owners of the property in the same manner as taxes are assessed against property.

7. Kansas Equity Consultant Pros, LLC acknowledge that they have the right to seek the advice of independent counsel and have executed this consent knowingly and voluntarily.

DATE

Kansas Equity Consultant Pros, LLC

DATE

WITNESS SIGNATURE

Printed Name: _____



Notice of Violation for Tall Grass

State of Kansas
County of Montgomery
City of Independence

You are hereby notified that on **7/31/2024**, at **11:11:28 AM** the undersigned Public Officer conducted an inspection of the following property: **717 WASHINGTON ST, Independence, KS 67301**

Property Owner/ and or Resident: **KECP**
Owner Address: **5421 Ratto Way Saldia CA 95368**

Said property is in violation of ARTIVLE III Environmental Code for the City of Independence, Kansas. Specifically, Section 42-62 Weeds by definition. (Ord. No. 4433, § 3 5-25-23) **Specifically:**

Any vegetation and indigenous grasses which exceed 8 inches in height shall be presumed to constitute blight

Other Issue

Remedy of violation / Please mow

You will only receive one mailed or posted notice per year on each property.

Sec. 42 – 72 Weeds It shall be unlawful for any person as owner, tenant, or occupant of any premises to permit weeds (as previously defined) to remain on property. Weeds and tall grass, which are not cut or mowed as required by this article are hereby declared to be a nuisance subject to abatement as provided herein. (Ord. No. 4433, § 13 5-25-23)

Sec. 42-73 Notice – (1). The condition which has caused the violation of the ordinance: Above in red. (2) That person in violation shall have **7 days** from the date of the notice to correct or alleviate the violation; and (3). That person may request in writing a hearing to contest the violation provided the written request is made no later than 72 hours from the date of service of notice; (Ord. No. 4433, § 14 5-25-23)

FAILURE TO ALLEVIATE

Sec. 42-82 Abatement without notice. In the event the responsible party does not cut or mow the vegetation & indigenous grasses within (7) days from the date of the notice, the Code Enforcement officer may have the nuisance abated at the expense of the responsible party. (Ord. No. 4433, § 24 5-25-23)

I hereby certify that a true and correct copy of the above notice of violation was sent by mail, personally served, or posted at property, to **KECP** on 7/31/2024 **at end of day**.

Erin Musgrove 7/31/2024

Code Enforcement, 620-714-1758



Notice of Environmental Violation

State of Kansas
County of Montgomery
City of Independence

You are hereby notified that on the 1/16/2025, at 9:39:33 AM the undersigned Public Officer conducted and inspection of the following property:

717 Washington, St. Independence, KS 67301

This is an **OFFICIAL FIRST NOTICE OF VIOLATION.**

If these issues are not resolved, a citation into Independence Municipal Court will follow, with a penalty **up to \$500** (not including court fees).

Kansas Equity Consultant Pros LLC
5421 RATTOWAY, Salida, CA 95386

Said property is in violation of the "Environmental Code" for the City of Independence and can be found on our website under "Quick links" City Code.

42 67 Exterior Conditions (4) Weeds, Debris, Trees carpet and trash on lot. Overgrown, saplings and small trees on retaining wall Weeds and non-ornamental plants need to be cut below 8 inches year round. Weeds out of fences both sides of lot.

Other / or remedy to situation: Cut down opportunistic trees, saplings, non-ornamental overgrowth, cut weeds out of fences remove trash dumped on lot.

You are hereby given 7 days _ from the date of receipt of notification or mailing to alleviate the violation.

Date I will recheck on or by 1/28/2025

You are further notified that you may request a hearing before the governing body concerning this matter. Said request must be made within 72 hours of the receipt of notification of violation or the mailing of said notification.

FAILURE TO ALLEVIATE

Failure to alleviate said Violation or request said hearing may result in your prosecution as provided for in the Ordinance Sec. 42-73. Notice Penalty and or the abatement of the condition by the City as provided for by Sec. 42-81. Abatement, with or without notice, Sec. 42-82. With the cost being assessed against you and collected as provided for in Sec 42-85.

I hereby certify that a true and correct copy of the above notice of violation was (personally served), or **(sent by mail)**, to **Kansas Equity Consultant Pros LLC** on **1/16/2025, at end of day.**

_____**Erin Musgrove**_____

Code Enforcement,

Phone 620-714-1758



Notice of Violation for Tall Grass

State of Kansas
County of Montgomery
City of Independence

You are hereby notified that on **5/15/2025**, at **2:48:08 PM** the undersigned Public Officer conducted an inspection of the following property: **717 Washington St .**

Property Owner/ and or Resident: **KANSAS EQUITY CONSULTANT PROS, LLC**
Owner Address: **5421 RATTOWAY SALIDA, CA 95368**

Said property is in violation of ARTICLE III Environmental Code for the City of Independence, Kansas. Specifically, Section 42-62 Weeds by definition. (Ord. No. 4433, § 3 5-25-23) **Specifically:**

Any vegetation and indigenous grasses which exceed 8 inches in height shall be presumed to constitute blight

Other Issue

Remedy of violation / Please mow from the curb to the alley, cut down saplings and clean up trash

You will only receive one mailed or posted notice per year on each property.

Sec. 42 – 72 Weeds It shall be unlawful for any person as owner, tenant, or occupant of any premises to permit weeds (as previously defined) to remain on property. Weeds and tall grass, which are not cut or mowed as required by this article are hereby declared to be a nuisance subject to abatement as provided herein. (Ord. No. 4433, § 13 5-25-23)

Sec. 42-73 Notice – (1). The condition which has caused the violation of the ordinance: Above in red. (2) That person in violation shall have **7 days** from the date of the notice to correct or alleviate the violation; and (3). That person may request in writing a hearing to contest the violation provided the written request is made no later than 72 hours from the date of service of notice; (Ord. No. 4433, § 14 5-25-23)

FAILURE TO ALLEVIATE

Sec. 42-82 Abatement without notice. In the event the responsible party does not cut or mow the vegetation & indigenous grasses within (7) days from the date of the notice, the Code Enforcement officer may have the nuisance abated at the expense of the responsible party. (Ord. No. 4433, § 24 5-25-23)

I hereby certify that a true and correct copy of the above notice of violation was sent by mail, personally served, or posted at property, to **KANSAS EQUITY CONSULTANT PROS, LLC** on 5/15/2025 **at end of day**.

Erin Musgrove 5/15/2025

Code Enforcement, 620-714-1758

City of Independence, Kansas

NOTICE OF VIOLATION

Date: July 10, 2025

To: Kansas Equity Consultant Pros, LLC

Property Owner: Kansas Equity Consultant Pros, LLC

Mailing Address: 717 Washington St.

City, State, Zip: Independence, Ks. 67301

Property Location: **717 Washington St.**

Utility Service Disconnected Since: **Vacant Lot**

Dear: Kansas Equity Consultant Pros, LLC:

This correspondence shall serve as formal notice that the property identified above has been determined by the City of Independence to be in a state of disrepair in violation of City codes regulating property maintenance and public health and safety.

Pursuant to City ordinance, the following minimum standards are required to be met for any property to remain in good standing and avoid condemnation:

Property Condition Requirements:

- Yard and surrounding grounds must be kept free of trash, debris, abandoned vehicles, fallen limbs, and overgrown vegetation.

Required Action:

You are hereby directed to immediately correct all identified deficiencies:

1. Remove Debris and trash in the yard
2. Clear overgrown brush and grass
3. Clear overgrown brush and grass in the Right-of-Way and steps to the property
4. Mow and maintain the yard

You have (14) days to alleviate the violation.

Failure to Respond:

1. The City will request the Commission to approve a Resolution to abate the property and charge all costs back to the owner of the property.

If no satisfactory action is taken, or if no communication is received, the City will initiate Abatement process. Upon approval of the Resolution the City will proceed with clearance of the property, and all costs incurred will be assessed to the property owner pursuant to City ordinance and Kansas State Law.

Contact Information:

City of Independence

David Cowan, Director

Phone: (620) 332-2528

Email: davidc@independenceks.gov

Thank you,

David Cowan



















**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 24, 2025**

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Consider adopting Ordinance No 4491 and Resolution No 2025-039 authorizing and providing for the issuance of General Obligation Bonds, Series 2025-B.

SUMMARY RECOMMENDATION Approve the sale of 2025-B General Obligation Bonds

BACKGROUND The 2018 Community-Based Strategic Plan identified public infrastructure as a top priority for the City. Specifically, Strategic Directive 2 – Infrastructure includes the key initiative to address the long-term facilities needs of the City.

Significant progress has since been made following the 2021 strategic planning session, a framework was established to define the scope, assess needs, determine a location, and engage an architect to begin the process of design for a new Public Works facility. This initiative would replace existing aging facilities, allow the centralization of labor, increase efficiencies, decrease duplication of tools and equipment, and positively impact employee morale, recruitment, and retention.

In June of 2022 the architect's preliminary design estimated total construction project costs from \$4.3 million to \$4.7 million. Subsequently, this project was entered into the City's five-year capital improvement plan at a reduced estimate of \$2.5 million with the intention of looking at cost savings and inputs of the estimates.

Since then, the City Engineer has been actively seeking cost-effective alternative solutions and has recommended the next step of authorizing the sale of bonds, which will provide \$2 million for this capital improvement project. The bonds would be amortized by enterprise funds (not tax dollars).

Final documents will be available at the time of the meeting.

FINANCIAL INFORMATION This resolution authorizes the sale of Tax Exempt General Obligation Bonds for the Capital Improvement Project in the amount of \$2,075,000.

SUGGESTED MOTION I move to approve and ratify the City Manager's prior award of the bid; to pass Ordinance No 4491; and to adopt Resolution No. 2025-039

SUPPORTING DOCUMENTS

1. Independence KS Series 2025-B - FINAL
2. BASICDOCS
3. DISCLOSURE UNDERTAKING
4. CLOSING DOCS

5. FTC

SOURCES AND USES OF FUNDS

**City of Independence, Kansas
General Obligation Bonds
Series 2025-B
-FINAL-**

Dated Date 08/21/2025
Delivery Date 08/21/2025

Sources:

Bond Proceeds:	
Par Amount	1,970,000.00
Premium	101,713.30
	2,071,713.30

Uses:

Project Fund Deposits:	
Project Fund	2,000,000.00
Cost of Issuance:	
Financial Advisor	7,500.00
Bond Counsel	18,000.00
Rating Fee	12,962.00
Paying Agent	2,500.00
Compliance Services Fee	5,000.00
Official Statement Preparation Fee	5,000.00
Official Statement Printing Fee	1,000.00
CUSIP Fee	1,000.00
Kansas State Treasurer Setup	300.00
AG Transcript Approval	540.00
Bond Certificate Printing	250.00
Bond Registration Fee	30.00
Miscellaneous	4,668.70
	58,750.70
Delivery Date Expenses:	
Underwriter's Discount	12,962.60
	2,071,713.30

BOND DEBT SERVICE

City of Independence, Kansas
General Obligation Bonds
Series 2025-B
-FINAL-

Dated Date 08/21/2025
Delivery Date 08/21/2025

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
08/21/2025					
04/01/2026			54,694.44	54,694.44	
10/01/2026	150,000	5.000%	44,750.00	194,750.00	249,444.44
04/01/2027			41,000.00	41,000.00	
10/01/2027	165,000	5.000%	41,000.00	206,000.00	247,000.00
04/01/2028			36,875.00	36,875.00	
10/01/2028	175,000	5.000%	36,875.00	211,875.00	248,750.00
04/01/2029			32,500.00	32,500.00	
10/01/2029	185,000	5.000%	32,500.00	217,500.00	250,000.00
04/01/2030			27,875.00	27,875.00	
10/01/2030	195,000	5.000%	27,875.00	222,875.00	250,750.00
04/01/2031			23,000.00	23,000.00	
10/01/2031	200,000	5.000%	23,000.00	223,000.00	246,000.00
04/01/2032			18,000.00	18,000.00	
10/01/2032	215,000	4.000%	18,000.00	233,000.00	251,000.00
04/01/2033			13,700.00	13,700.00	
10/01/2033	220,000	4.000%	13,700.00	233,700.00	247,400.00
04/01/2034			9,300.00	9,300.00	
10/01/2034	230,000	4.000%	9,300.00	239,300.00	248,600.00
04/01/2035			4,700.00	4,700.00	
10/01/2035	235,000	4.000%	4,700.00	239,700.00	244,400.00
	1,970,000		513,344.44	2,483,344.44	2,483,344.44

NET DEBT SERVICE

**City of Independence, Kansas
General Obligation Bonds
Series 2025-B
-FINAL-**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Total Debt Service</i>	<i>Net Debt Service</i>
10/01/2026	150,000	5.000%	99,444.44	249,444.44	249,444.44
10/01/2027	165,000	5.000%	82,000.00	247,000.00	247,000.00
10/01/2028	175,000	5.000%	73,750.00	248,750.00	248,750.00
10/01/2029	185,000	5.000%	65,000.00	250,000.00	250,000.00
10/01/2030	195,000	5.000%	55,750.00	250,750.00	250,750.00
10/01/2031	200,000	5.000%	46,000.00	246,000.00	246,000.00
10/01/2032	215,000	4.000%	36,000.00	251,000.00	251,000.00
10/01/2033	220,000	4.000%	27,400.00	247,400.00	247,400.00
10/01/2034	230,000	4.000%	18,600.00	248,600.00	248,600.00
10/01/2035	235,000	4.000%	9,400.00	244,400.00	244,400.00
	1,970,000		513,344.44	2,483,344.44	2,483,344.44

BOND SUMMARY STATISTICS

City of Independence, Kansas General Obligation Bonds Series 2025-B -FINAL-

Dated Date	08/21/2025
Delivery Date	08/21/2025
Last Maturity	10/01/2035
Arbitrage Yield	3.347309%
True Interest Cost (TIC)	3.500077%
Net Interest Cost (NIC)	3.590982%
All-In TIC	4.063559%
Average Coupon	4.341587%
Average Life (years)	6.002
Weighted Average Maturity (years)	5.962
Duration of Issue (years)	5.258
Par Amount	1,970,000.00
Bond Proceeds	2,071,713.30
Total Interest	513,344.44
Net Interest	424,593.74
Total Debt Service	2,483,344.44
Maximum Annual Debt Service	251,000.00
Average Annual Debt Service	245,605.49

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>	<i>Duration</i>	<i>PV of 1 bp change</i>
Serial Bond	1,970,000.00	105.163	4.34158718%	6.002	5.268	965.05
	1,970,000.00			6.002		965.05

	TIC	All-In TIC	Arbitrage Yield
Par Value	1,970,000.00	1,970,000.00	1,970,000.00
+ Accrued Interest			
+ Premium (Discount)	101,713.30	101,713.30	101,713.30
- Underwriter's Discount	(12,962.60)	(12,962.60)	
- Cost of Issuance Expense		(58,750.70)	
- Other Amounts			
Target Value	2,058,750.70	2,000,000.00	2,071,713.30
Target Date	08/21/2025	08/21/2025	08/21/2025
Yield	3.500077%	4.063559%	3.347309%

BOND PRICING

**City of Independence, Kansas
General Obligation Bonds
Series 2025-B
-FINAL-**

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)	
Serial Bond:										
	10/01/2026	150,000	5.000%	2.710%	102.487				3,730.50	
	10/01/2027	165,000	5.000%	2.710%	104.665				7,697.25	
	10/01/2028	175,000	5.000%	2.730%	106.723				11,765.25	
	10/01/2029	185,000	5.000%	2.760%	108.646				15,995.10	
	10/01/2030	195,000	5.000%	2.900%	109.906				19,316.70	
	10/01/2031	200,000	5.000%	3.050%	110.794				21,588.00	
	10/01/2032	215,000	4.000%	3.330%	104.208				9,047.20	
	10/01/2033	220,000	4.000%	3.500%	103.120	C	3.553%	10/01/2032	100.000	6,864.00
	10/01/2034	230,000	4.000%	3.700%	101.857	C	3.757%	10/01/2032	100.000	4,271.10
	10/01/2035	235,000	4.000%	3.900%	100.612	C	3.926%	10/01/2032	100.000	1,438.20
1,970,000									101,713.30	

Dated Date	08/21/2025	
Delivery Date	08/21/2025	
First Coupon	04/01/2026	
Par Amount	1,970,000.00	
Premium	101,713.30	
Production	2,071,713.30	105.163112%
Underwriter's Discount	(12,962.60)	(0.658000%)
Purchase Price	2,058,750.70	104.505112%
Accrued Interest		
Net Proceeds	2,058,750.70	

**EXCERPT OF MINUTES OF A MEETING
OF THE CITY COMMISSION OF
THE CITY OF INDEPENDENCE, KANSAS
HELD ON JULY 24, 2025**

The City Commission (the “Governing Body”) met in regular session at the usual meeting place in the City, at 5:30 P.M., the following members being present and participating, to-wit:

Absent:

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

* * * * *

(Other Proceedings)

The Finance Director reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of General Obligation Bonds, Series 2025-B, dated August 21, 2025, of the City had been received. A tabulation of said bids is set forth as **EXHIBIT A** hereto.

Pursuant to the authority in Resolution No. 2025-025, the City Manager reviewed and considered the bids and determined that the bid of COMMERCE BANK, CLAYTON, MISSOURI, was the best bid for the Bonds, and awarded the sale of the Bonds. There was presented an Ordinance and Resolution entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2025-B, OF THE CITY OF INDEPENDENCE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2025-B, OF THE CITY OF INDEPENDENCE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 4491 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Commissioner _____ moved that (a) the City Manager's prior award of the bid be ratified; (b) the Ordinance be passed; and (c) the Resolution be adopted. The motion was seconded by Commissioner _____. The motion was carried by a vote of the Governing Body as follows:

Aye:

Nay:

The Mayor declared the Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. 4491 was signed by the Mayor and attested by the Clerk and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City. The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. 2025-039 and was signed by the Mayor and attested by the Clerk.

* * * * *

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Governing Body of the City of Independence, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

EXHIBIT A
BID TABULATION

CITY OF INDEPENDENCE, KANSAS
GENERAL OBLIGATION BONDS

Dated: August 21, 2025
Series 2025-B
Good Faith Deposit: \$41,500

Sale Date: July 22, 2025
10:00 A.M., Central Time
Max Interest Rate: 7.431%

BIDDERS

Account Manager:	Commerce Bank	Stifel, Nicolaus & Co., Inc.	Country Club Bank	Robert W. Baird & Co., Inc.	CINCaP Investment Group	
Contact:	Thomas Verstappen	Eric Green	Lisa Roberts	Peter Anderson	Trey McGinty	
Phone Number:	314-746-3620	205-949-3513	816-751-1420	414-765-7331	615-527-4660	
Total Interest Cost to Maturity at Rates Specified:	\$544,605.56	\$560,605.56	\$560,605.56	\$579,666.67	\$571,139.58	
Less Premium (if any):	\$92,525.95	\$102,375.65	\$95,743.35	\$100,197.00	\$77,485.45	
Plus Discount (if any):	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Net Interest Cost to City:	\$452,079.61	\$458,229.91	\$464,862.21	\$479,469.67	\$493,654.13	
True Interest Cost (TIC):	3.507937%	3.545019%	3.603780%	3.709616%	3.849831%	
Total Insurance Premium:	\$0.00	\$14,000.00	\$0.00	\$0.00	\$0.00	

PIPER | SANDLER

EXHIBIT B

(BID OF PURCHASER)

Commerce Bank - Kansas City , MO's Bid



Independence

\$2,075,000 General Obligation Bonds, Series 2025-B

For the aggregate principal amount of \$2,075,000.00, we will pay you \$2,167,525.95, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price	Bond Insurance
10/01/2026	150M	5.0000	2.7100	102.487	
10/01/2027	175M	5.0000	2.7100	104.665	
10/01/2028	185M	5.0000	2.7300	106.723	
10/01/2029	190M	5.0000	2.7600	108.646	
10/01/2030	200M	5.0000	2.9000	109.906	
10/01/2031	210M	5.0000	3.0500	110.794	
10/01/2032	225M	4.0000	3.3300	104.208	
10/01/2033	235M	4.0000	3.5000	103.120	
10/01/2034	245M	4.0000	3.7000	101.857	
10/01/2035	260M	4.0000	3.9000	100.612	

Total Interest Cost: \$544,805.56
Premium: \$92,525.95
Net Interest Cost: \$452,079.61
TIC: 3.507937
Total Insurance Premium: \$0.00
Time Last Bid Received On: 07/22/2025 9:43:25 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Commerce Bank, Kansas City , MO
Contact: Thomas Verstappen
Title: Fixed Income Trader
Telephone: 314-746-3620
Fax:

* Please Note Revised and Final Pricing Schedule
Attached

Issuer Name: City of Independence

Company Name: Commerce Bank

Accepted By: Kelly Passauer Kelly Passauer

Accepted By: Thomas Verstappen

Thomas Verstappen

Date: 07/22/2025

Date: 07/22/2025

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BOND PRICING

City of Independence, Kansas
General Obligation Bonds
Series 2025-B
-FINAL-

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)	
Serial Bond:										
	10/01/2026	150,000	5.000%	2.710%	102.487				3,730.50	
	10/01/2027	165,000	5.000%	2.710%	104.665				7,697.25	
	10/01/2028	175,000	5.000%	2.730%	106.723				11,765.25	
	10/01/2029	185,000	5.000%	2.760%	108.646				15,995.10	
	10/01/2030	195,000	5.000%	2.900%	109.906				19,316.70	
	10/01/2031	200,000	5.000%	3.050%	110.794				21,588.00	
	10/01/2032	215,000	4.000%	3.330%	104.208				9,047.20	
	10/01/2033	220,000	4.000%	3.500%	103.120	C	3.553%	10/01/2032	100.000	6,864.00
	10/01/2034	230,000	4.000%	3.700%	101.857	C	3.757%	10/01/2032	100.000	4,271.10
	10/01/2035	235,000	4.000%	3.900%	100.612	C	3.926%	10/01/2032	100.000	1,438.20
1,970,000									101,713.30	

Dated Date	08/21/2025	
Delivery Date	08/21/2025	
First Coupon	04/01/2026	
Par Amount	1,970,000.00	
Premium	101,713.30	
Production	2,071,713.30	105.163112%
Underwriter's Discount	(12,962.60)	(0.658000%)
Purchase Price	2,058,750.70	104.505112%
Accrued Interest		
Net Proceeds	2,058,750.70	

Issuer Name: City of Independence, KansasCompany Name: Commerce BankAccepted By: Kelly Passauer Kelly PassauerAccepted By: Thomas Verstappen Thomas VerstappenDate: 07/22/2025Date: 07/22/2025

ORDINANCE NO. 4491

OF

THE CITY OF INDEPENDENCE, KANSAS

PASSED

JULY 24, 2025

GENERAL OBLIGATION BONDS
SERIES 2025-B

ORDINANCE NO. 4491

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2025-B, OF THE CITY OF INDEPENDENCE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Independence, Kansas (the “City”) is a city of the second class, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the laws of the State of Kansas applicable thereto, by proceedings duly had, the City Commission of the City (the “Governing Body”) has authorized the following improvements (the “Improvements”) to be made in the City, to-wit:

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
Capital Improvements Plan- Public Works Facility	2025-024	14-570 <i>et seq.</i> / Charter No. 11	\$2,000,000

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds of the City to pay the costs of the Improvements; and

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue \$1,970,000 of its general obligation bonds, together with bid premium thereon, to pay the costs of the Improvements; and

WHEREAS, the Governing Body has advertised the sale of the Bonds in accordance with the law and awarded the sale of such Bonds to the best bidder.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF INDEPENDENCE, KANSAS, AS FOLLOWS:

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“**Act**” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, and K.S.A. 14-570 *et seq.*, as amended by Charter Ordinance No. 11, all as amended and supplemented from time to time.

“**Bond and Interest Fund**” means the Bond and Interest Fund of the City for its general obligation bonds.

“**Bond Resolution**” means the resolution to be adopted by the Governing Body prescribing the terms and details of the Bonds and making covenants with respect thereto.

“Bonds” means the City's General Obligation Bonds, Series 2025-B, dated August 21, 2025, authorized by this Ordinance.

“City” means the City of Independence, Kansas.

“Clerk” means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

“Governing Body” means the City Commission of the City.

“Mayor” means the duly elected and acting Mayor of the City or, in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

“Ordinance” means this Ordinance authorizing the issuance of the Bonds.

“State” means the State of Kansas.

“Substitute Improvements” means the substitute or additional improvements of the City authorized in the manner set forth in the Bond Resolution.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2025-B, of the City in the principal amount of \$1,970,000, for the purpose of providing funds to: (a) pay the costs of the Improvements; and (b) pay costs of issuance of the Bonds.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes, which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the Governing Body.

Section 5. Levy and Collection of Annual Tax. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the paying agent for the Bonds. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is hereby authorized and directed to pay said principal or interest out of the

general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

Section 6. Further Authority. The Mayor, Finance Director, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body and publication of the Ordinance or a summary thereof in the official City newspaper.

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PASSED by the City Commission on July 24, 2025 and **SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on July 24, 2025; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in the ***Independence Daily Reporter*** on July 31, 2025.

DATED: July 31, 2025.

Clerk

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(PUBLISHED IN THE *INDEPENDENCE DAILY REPORTER* ON JULY 31, 2025)

SUMMARY OF ORDINANCE NO. 4491

On July 24, 2025, the governing body of the City of Independence, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2025-B, OF THE CITY OF INDEPENDENCE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

The Series 2025-B Bonds approved by the Ordinance are being issued in the principal amount set forth therein to finance certain improvements in the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, City Hall, 120 North 6th Street, Independence, Kansas 67301. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at <https://independenceks.gov/>.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: July 24, 2025.

City Attorney

RESOLUTION NO. 2025-039

OF

THE CITY OF INDEPENDENCE, KANSAS

ADOPTED

JULY 24, 2025

**GENERAL OBLIGATION BONDS
SERIES 2025-B**

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

Section 101.	Definitions of Words and Terms.....	1
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ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201.	Authorization of the Bonds.....	8
Section 202.	Description of the Bonds.	8
Section 203.	Designation of Paying Agent and Bond Registrar.....	9
Section 204.	Method and Place of Payment of the Bonds.....	9
Section 205.	Payments Due on Saturdays, Sundays and Holidays.....	10
Section 206.	Registration, Transfer and Exchange of Bonds.	10
Section 207.	Execution, Registration, Authentication and Delivery of Bonds.....	11
Section 208.	Mutilated, Lost, Stolen or Destroyed Bonds.....	11
Section 209.	Cancellation and Destruction of Bonds Upon Payment.	12
Section 210.	Book-Entry Bonds; Securities Depository.....	12
Section 211.	Nonpresentment of Bonds.....	13
Section 212.	Preliminary and Final Official Statement.	13
Section 213.	Sale of the Bonds.	14

ARTICLE III

REDEMPTION OF BONDS

Section 301.	Redemption by Issuer.	14
Section 302.	Selection of Bonds to be Redeemed.	14
Section 303.	Notice and Effect of Call for Redemption.	15

ARTICLE IV

SECURITY FOR BONDS

Section 401.	Security for the Bonds.	16
Section 402.	Levy and Collection of Annual Tax; Transfer to Debt Service Account.	16

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS

DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501.	Creation of Funds and Accounts.....	17
Section 502.	Deposit of Bond Proceeds.....	17
Section 503.	Application of Moneys in the Improvement Fund.....	17
Section 504.	Substitution of Improvements; Reallocation of Proceeds.....	18

Section 505.	Application of Moneys in Debt Service Account.....	18
Section 506.	Deposits and Investment of Moneys.....	19
Section 507.	Application of Moneys in the Costs of Issuance Account.....	19
Section 508.	Application of Moneys in the Compliance Account.....	19

ARTICLE VI

DEFAULT AND REMEDIES

Section 601.	Remedies.....	19
Section 602.	Limitation on Rights of Owners.	20
Section 603.	Remedies Cumulative.....	20

ARTICLE VII

DEFEASANCE

Section 701.	Defeasance.....	20
--------------	-----------------	----

ARTICLE VIII

TAX COVENANTS

Section 801.	General Covenants.....	21
Section 802.	Survival of Covenants.....	21

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901.	Disclosure Requirements.....	21
Section 902.	Failure to Comply with Continuing Disclosure Requirements.....	21

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001.	Annual Audit.....	22
Section 1002.	Amendments.....	22
Section 1003.	Notices, Consents and Other Instruments by Owners.	23
Section 1004.	Notices.....	23
Section 1005.	Electronic Transactions.....	24
Section 1006.	Further Authority.....	24
Section 1007.	Severability.....	24
Section 1008.	Governing Law.....	24
Section 1009.	Effective Date.....	24

<i>EXHIBIT A</i>	– FORM OF BONDS.....	A-1
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RESOLUTION NO. 2025-039

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2025-B, OF THE CITY OF INDEPENDENCE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 4491 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Bonds;
and

WHEREAS, the Ordinance authorized the City Commission of the Issuer (the “Governing Body”) to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of \$1,970,000 to pay the costs of the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF INDEPENDENCE, KANSAS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, and K.S.A. 14-570 *et seq.*, as amended by Charter Ordinance No. 11, all as amended and supplemented from time to time.

“Authorized Denomination” means \$5,000 or any integral multiples thereof.

“Beneficial Owner” of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

“Bond and Interest Fund” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

“Bond Registrar” means the State Treasurer and any successors and assigns.

“Bond Resolution” means this resolution relating to the Bonds.

“Bonds” or **“Bond”** means the General Obligation Bonds, Series 2025-B, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

“Business Day” means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC and any successor nominee of DTC.

“City” means the City of Independence, Kansas.

“Clerk” means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

“Compliance Account” means the Compliance Account created pursuant to *Section 501* hereof.

“Consulting Engineer” means an independent engineer or engineering firm, or architect or architectural firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Bond Resolution.

“Costs of Issuance” means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Bonds, Series 2025-B created pursuant to *Section 501* hereof.

“Dated Date” means August 21, 2025.

“Debt Service Account” means the Debt Service Account for General Obligation Bonds, Series 2025-B created within the Bond and Interest Fund pursuant to *Section 501* hereof.

“Debt Service Requirements” means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“Finance Director” means the duly appointed and acting Finance Director of the Issuer or, in the Finance Director's absence, the duly appointed Deputy, Assistant or Acting Finance Director of the Issuer.

“Disclosure Undertaking” means the Continuing Disclosure Undertaking, dated as of the Dated Date, relating to certain obligations contained in the SEC Rule.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

“DTC Representation Letter” means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

“Federal Tax Certificate” means the Issuer's Federal Tax Certificate, dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

“Financeable Costs” means the amount of expenditure for an Improvement which has been duly authorized by action of the Governing Body to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

“Fiscal Year” means the twelve month period ending on December 31.

“Funds and Accounts” means funds and accounts created pursuant to or referred to in *Section 501* hereof.

“Governing Body” means the City Commission of the Issuer.

“Improvement Fund” means the Improvement Fund for General Obligation Bonds, Series 2025-B created pursuant to *Section 501* hereof.

“Improvements” means the improvements referred to in the preamble to the Ordinance and any Substitute Improvements.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Bond which shall be April 1 and October 1 of each year, commencing April 1, 2026.

“Issue Date” means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

“Issuer” means the City and any successors or assigns.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

“Moody's” means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

City Hall,
120 North 6th Street
Independence, Kansas 67301
Fax: (620) 332-2511

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

Commerce Bank
8000 Forsyth Blvd, CLCMG
Clayton, Missouri 63105

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street, 23rd Floor
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.
55 Water Street, 38th Floor
New York, New York 10004

or such other address as is furnished in writing to the other parties referenced herein.

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Fiscal Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

“Official Statement” means Issuer’s Official Statement relating to the Bonds.

“Ordinance” means Ordinance No. 4491 of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

“Outstanding” means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the State Treasurer and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks,

federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means the principal amount of the Bonds plus accrued interest to the date of delivery, plus a bid premium of \$88,750.70.

“Purchaser” means Commerce Bank, Clayton, Missouri, the original purchaser of the Bonds, and any successor and assigns.

“Rating Agency” means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

“Record Dates” for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

“Redemption Price” means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Replacement Bonds” means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 213* hereof.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

“Securities Depository” means, initially, DTC, and its successors and assigns.

“Special Record Date” means the date fixed by the Paying Agent pursuant to *Article II* hereof for the payment of Defaulted Interest.

“Standard & Poor's” or “S&P” means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities

rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“Substitute Improvements” means the substitute or additional improvements of the Issuer described in *Article V* hereof.

“Treasurer” means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$1,970,000, for the purpose of providing funds to: (a) pay the costs of the Improvements; and (b) pay Costs of Issuance.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

Stated Maturity	Principal	Annual Rate	Stated Maturity	Principal	Annual Rate
<u>October 1</u>	<u>Amount</u>	<u>of Interest</u>	<u>October 1</u>	<u>Amount</u>	<u>of Interest</u>
2026	\$150,000	5.00%	2031	\$200,000	5.00%
2027	165,000	5.00%	2032	215,000	4.00%
2028	175,000	5.00%	2033	220,000	4.00%
2029	185,000	5.00%	2034	230,000	4.00%
2030	195,000	5.00%	2035	235,000	4.00%

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 204** hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as **EXHIBIT A** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted

Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to *Article III* hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning

at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this *Article II*.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **EXHIBIT A** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and,

upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may

find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement relating to the Bonds is hereby ratified and approved. For the purpose of enabling the Purchaser to comply with the requirements of Section (b)(1) of the SEC Rule, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Section (b)(1) of the SEC Rule, and the appropriate officers of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the SEC Rule.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Finance Director are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Bonds. The sale of the Bonds to the Purchaser and the execution of the official bid form are hereby ratified and confirmed. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on October 1 in the years 2033, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on October 1, 2032, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on

the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption.

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified,

and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and

interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Improvement Fund for General Obligation Bonds, Series 2025-B.
- (b) Debt Service Account for General Obligation Bonds, Series 2025-B (within the Bond and Interest Fund).
- (c) Costs of Issuance Account for General Obligation Bonds, Series 2025-B.
- (d) Compliance Account.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.
- (b) An amount to pay compliance costs shall be deposited in the Compliance Account.
- (c) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with

the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the Governing Body and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the Governing Body; and (b) paying interest on the Bonds during construction of the Improvements; and (c) paying Costs of Issuance to the extent necessary.

Withdrawals from the Improvement Fund shall be made only when authorized by the Governing Body. Each authorization for costs of the Improvements shall be supported by a certificate executed by the Consulting Engineer stating that such payment is being made for a purpose within the scope of this Bond Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Clerk (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the Governing Body in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the Governing Body pursuant to this Section; and (3) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; provided the following conditions are met: (1) the reallocation is approved by the Governing Body; (2) the reallocation shall not cause the proceeds of the Bonds allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Bonds under State or federal law.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 506. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may, at the discretion of the Issuer, be credited to the Debt Service Account.

Section 507. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Compliance Account or Debt Service Account.

Section 508. Application of Moneys in the Compliance Account. Moneys in the Compliance Account shall be used by the Issuer to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. Any funds remaining in the Compliance Account on the sixth anniversary of the Issue Date shall be transferred to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has

been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with **Article III** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Finance Director are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article VII** hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this

Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by ordinance or resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Bonds among Improvements, to provide for Substitute Improvements, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the Governing Body amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the ordinance or resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others

of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The transactions described in this Bond Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor, Finance Director, and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1008. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED by the City Commission on July 24, 2025.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on July 24, 2025, as the same appears of record in my office.

DATED: July 24, 2025.

Clerk

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EXHIBIT A
(FORM OF BONDS)

**REGISTERED
NUMBER** __

**REGISTERED
\$**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF MONTGOMERY
CITY OF INDEPENDENCE
GENERAL OBLIGATION BOND
SERIES 2025-B**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: August 21, 2025**

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Independence, in the County of Montgomery, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to the Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on April 1 and October 1 of each year, commencing April 1, 2026 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other

address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated “General Obligation Bonds, Series 2025-B,” aggregating the principal amount of \$1,970,000 (the “Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively the “Bond Resolution”). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 14-570 *et seq.*, as amended by Charter Ordinance No. 11, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made

in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF INDEPENDENCE, KANSAS

(Facsimile Seal)

By: _____ (facsimile)
Mayor

ATTEST:

By: _____ (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Bonds, Series 2025-B, of the City of Independence, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas,
as Bond Registrar and Paying Agent

By _____

Registration Number: 0316-063-082125-_____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

GILMORE & BELL, P.C.

Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

Name

CONTINUING DISCLOSURE UNDERTAKING

DATED AS OF AUGUST 21, 2025

BY

CITY OF INDEPENDENCE, KANSAS

\$1,970,000
CITY OF INDEPENDENCE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2025-B
DATED AUGUST 21, 2025

CONTINUING DISCLOSURE UNDERTAKING

This **CONTINUING DISCLOSURE UNDERTAKING** dated as of August 21, 2025 (the “Continuing Disclosure Undertaking”), is executed and delivered by **THE CITY OF INDEPENDENCE, KANSAS** (the “Issuer”).

RECITALS

1. This Continuing Disclosure Undertaking is executed and delivered by the Issuer in connection with the issuance by the Issuer of its General Obligation Bonds, Series 2025-B (the “Bonds”), pursuant to an Ordinance and Resolution adopted by the governing body of the Issuer (collectively the “Bond Resolution”).

2. The Issuer is entering into this Continuing Disclosure Undertaking for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “Rule”). The Issuer is the only “obligated person” with responsibility for continuing disclosure hereunder.

The Issuer covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Bond Resolution, which apply to any capitalized term used in this Continuing Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“**Annual Report**” means any Annual Report provided by the Issuer pursuant to, and as described in, **Section 2** of this Continuing Disclosure Undertaking, which may include the Issuer's Annual Comprehensive Financial Report, if any, so long as the Annual Comprehensive Financial Report contains the financial information and operating data described in **Section 2(a)(1)** and **(2)**.

“**Beneficial Owner**” means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Business Day**” means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal office or designated payment office of the paying agent or the Dissemination Agent is located are required or authorized by law to remain closed, or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

“**Dissemination Agent**” means any entity designated in writing by the Issuer to serve as dissemination agent pursuant to this Continuing Disclosure Undertaking and which has filed with the Issuer a written acceptance of such designation.

“**EMMA**” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

“**Financial Obligation**” means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not

include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means the 12-month period beginning on January 1 and ending on December 31 or any other 12-month period selected by the Issuer as the Fiscal Year of the Issuer for financial reporting purposes.

“Material Events” means any of the events listed in *Section 3* of this Continuing Disclosure Undertaking.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

“Participating Underwriter” means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

Section 2. Provision of Annual Reports.

(a) The Issuer shall, not later than October 1st immediately following the end of the Issuer’s Fiscal Year, commencing with the year ending December 31, 2024, file with the MSRB, through EMMA, the following financial information and operating data (the “Annual Report”):

(1) The audited financial statements of the Issuer for the prior Fiscal Year, in substantially the format contained in the Official Statement relating to the Bonds. A more detailed explanation of the accounting basis and method of preparation of the financial statements is contained in the Official Statement relating to the Bonds. If audited financial statements are not available by the time the Annual Report is required to be provided pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available.

(2) Updates as of the end of the Fiscal Year of certain financial information and operating data contained in the final Official Statement related to the Bonds, as described in *Exhibit A*, in substantially the same format contained in the final Official Statement with such adjustments to formatting or presentation determined to be reasonable by the Issuer.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the Rule), which have been provided to the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The Issuer shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under *Section 3*, and the Annual Report deadline provided above shall automatically become the first day of the tenth month after the end of the Issuer’s new fiscal year.

(b) The Annual Report shall be filed with the MSRB in such manner and format as is prescribed by the MSRB.

Section 3. Reporting of Material Events. Not later than 10 Business Days after the occurrence of any of the following events, the Issuer shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds (“Material Events”):

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
- (15) incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

If the Issuer has not submitted the Annual Report to the MSRB by the date required in **Section 2(a)**, the Issuer shall send a notice to the MSRB of the failure of the Issuer to file on a timely basis the Annual Report, which notice shall be given by the Issuer in accordance with this **Section 3**.

Section 4. Termination of Reporting Obligation. The Issuer’s obligations under this Continuing Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the Issuer’s obligations under this Continuing Disclosure Undertaking are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Undertaking in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination or substitution in the same manner as for a Material Event under **Section 3**.

Section 5. Dissemination Agents. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the Issuer pursuant to this Continuing Disclosure Undertaking.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Undertaking, the Issuer may amend this Continuing Disclosure Undertaking and any provision of this Continuing Disclosure Undertaking may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the Issuer with its written opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Undertaking.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Undertaking, the Issuer shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under **Section 3**, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Continuing Disclosure Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that required by this Continuing Disclosure Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that specifically required by this Continuing Disclosure Undertaking, the Issuer shall have no obligation under this Continuing Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Default. If the Issuer fails to comply with any provision of this Continuing Disclosure Undertaking, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Continuing Disclosure Undertaking. A default under this Continuing Disclosure Undertaking shall not be deemed an event of default under the Bond Resolution or the Bonds, and the sole remedy under this Continuing Disclosure Undertaking in the event of any failure of the Issuer to comply with this Continuing Disclosure Undertaking shall be an action to compel performance.

Section 9. Beneficiaries. This Continuing Disclosure Undertaking shall inure solely to the benefit of the Issuer, the Participating Underwriter, and the Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 10. Severability. If any provision in this Continuing Disclosure Undertaking, the Bond Resolution or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 11. Electronic Transactions. The arrangement described herein may be conducted and related documents may be sent, received, or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 12. Governing Law. This Continuing Disclosure Undertaking shall be governed by and construed in accordance with the laws of the State of Kansas.

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IN WITNESS WHEREOF, the Issuer has caused this Continuing Disclosure Undertaking to be executed as of the day and year first above written.

CITY OF INDEPENDENCE, KANSAS

(SEAL)

Mayor

Clerk

EXHIBIT A

FINANCIAL INFORMATION AND OPERATING DATA TO BE INCLUDED IN ANNUAL REPORT

The financial information and operating data contained in tables in the following sections contained in *Appendix A* of the final Official Statement relating to the Bonds:

- Assessed Valuation
- Tax Rates
- Aggregate Tax Levies
- Tax Collection Record
- Major Taxpayers
- Current Indebtedness of the Issuer*
- Lease Obligations*
- State Loans*

* This Operating Data is also available in the Issuer's financial information portion of its Annual Report.

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

\$1,970,000

CITY OF INDEPENDENCE, KANSAS

**GENERAL OBLIGATION BONDS
SERIES 2025-B**

DATED AUGUST 21, 2025

Legal Opinion

**Gilmore & Bell, P.C.
Wichita, Kansas**

\$1,970,000
CITY OF INDEPENDENCE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2025-B
DATED AUGUST 21, 2025

CLOSING LIST

The transcript of proceedings will be prepared in electronic format unless otherwise noted, for the above referenced issue (the “Bonds”), and distributed as follows:

1. City of Independence, Kansas (the “Issuer”) [*Original + electronic*]
2. Jeffrey A Chubb, Esq., Independence, Kansas (“Issuer's Counsel”)
3. Attorney General of the State of Kansas [*Original*]
4. State Treasurer, Topeka, Kansas (the “Paying Agent”)
5. Commerce Bank, Clayton, Missouri (the “Original Purchaser”)
6. Piper Sandler & Co., Leawood, Kansas (the “Municipal Advisor”)
7. Gilmore & Bell, P.C., Wichita, Kansas (“Bond Counsel”)

Document
Number

PROCEEDINGS AUTHORIZING THE IMPROVEMENTS

1. **Charter Ordinance No. 11 Proceedings**
 - Excerpt of Minutes of the governing body meeting evidencing passage of Charter Ordinance No. 11
 - Charter Ordinance No. 11 authorizing public improvements
 - Affidavit of Publication of Charter Ordinance No. 11
 - Certificate of No Protest
2. **Capital Improvements Plan-Public Works Facility**
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2025-024
 - Resolution No. 2025-024 authorizing the improvements

**PROCEEDINGS AUTHORIZING THE SALE
AND ISSUANCE OF THE BONDS**

3. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2025-025
4. Resolution No. 225-025 authorizing the offering for sale of the Bonds
5. Notice of Bond Sale, Preliminary Official Statement and Certificate Deeming Preliminary Official Statement Final
6. Affidavit of publication of the Summary Notice of Bond Sale in the ***Independence Daily Reporter***
7. Affidavit of publication of the Summary Notice of Bond Sale in the ***Kansas Register***
8. Official Statement
9. Continuing Disclosure Undertaking
10. Excerpt of Minutes of the governing body meeting evidencing opening of the bids, acceptance of the best bid of the Original Purchaser, passage of Ordinance No. 4491 and adoption of Resolution No. 2025-039
11. Ordinance No. 4491 authorizing the issuance of the Bonds
12. Summary of Ordinance No. 4491 and Affidavit of publication thereof
13. Resolution No. 2025-039 prescribing the form and details of the Bonds

CLOSING DOCUMENTS

14. Transcript Certificate
 - Exhibit A*** – Statement of Costs
 - Exhibit B*** – Schedule of Outstanding General Obligation Indebtedness
15. Uniform Facsimile of Signature Certificates
16. Authorization of State Treasurer to use facsimile signature and seal
17. Specimen Bond and Printer's Certificate
18. Agreement Between Issuer and Agent
19. DTC Blanket Letter of Representations
20. Rating Letter
 - Standard & Poor's (underlying)
21. Closing Certificate

22. Federal Tax Certificate
Exhibit A – Internal Revenue Service Form 8038-G and evidence of filing
Exhibit B – Receipt for Purchase Price
Exhibit C – Receipt and Representation
Exhibit C-1 – Certificate of Municipal Advisor
Exhibit D – Description of Property Comprising the Financed Improvements[and List of Reimbursement Expenditures]
Exhibit E – Sample Annual Compliance Checklist
Schedule 1 – Debt Service Schedule & Proof of Yield

LEGAL OPINIONS

23. Approving legal opinion of Gilmore & Bell, P.C.
24. Approval letter of Attorney General

MISCELLANEOUS DOCUMENTS

25. Closing Letter

* * * * *

TRANSCRIPT CERTIFICATE

**\$1,970,000
CITY OF INDEPENDENCE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2025-B
DATED AUGUST 21, 2025**

The undersigned Mayor and Clerk of the City of Independence, Kansas (the “Issuer”), do hereby make this certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described bonds (the “Bonds”); and do hereby certify as of July 24, 2025, as follows:

1. Meaning of Words and Terms. Capitalized words and terms used herein, unless otherwise defined herein or the context requires otherwise, shall have the same meanings ascribed to such words and terms in the hereinafter defined Bond Resolution authorizing the Bonds.

2. Organization. The Issuer is a legally constituted city of the second class organized and existing under the laws of the State of Kansas.

3. Transcript of Proceedings. The transcript of proceedings (the “Transcript”) relating to the authorization and issuance of the Bonds is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript, and the facts stated in the Transcript still exist. In each and every instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk.

4. Newspaper. The *Independence Daily Reporter* was the official newspaper of the Issuer at all times during these proceedings.

5. Meetings. All of the meetings of the governing body of the Issuer at which action was taken as shown in the Transcript were either regular meetings or duly adjourned regular meetings or special meetings duly called and held in accordance with law and the ordinances and rules of the Issuer.

6. Incumbency of Officers. The following named persons were and are the duly qualified and acting officers of the Issuer at and during all the times when action was taken as indicated in the Transcript as follows:

<u>Name</u>	<u>Title</u>	<u>Term of Office</u>
<i>Current Officials</i>		
W. Scott Smith	Mayor	01/25 to 01/26
	Commissioner	01/24 to 01/26
Tim Emert	Commissioner	01/22 to 01/26
	Mayor	01/24 to 01/25
Dean A. Hayse	Commissioner	01/20 to 01/28
David Schwenker	Clerk	09/18 to DATE

Prior Officials		
Leonhard Caflisch	Commissioner	04/13 to 01/22
Fred D. Meier	Commissioner	04/13 to 01/18
Derrill M. Unruh	Mayor	04/11 to 04/14
	Commissioner	04/07 to 08/14
Anthony D. Royse	Clerk	05/86 to 05/15

7. Execution of Bonds. The Bonds have been executed with facsimile signatures; and the facsimile signatures appearing on the face of the Bonds are facsimiles of the true and genuine signatures of the Mayor and Clerk of the Issuer; which facsimiles are ratified as a proper execution of said Bonds. Each signature has either been duly filed in the office of the Secretary of State of Kansas pursuant to K.S.A. 75-4001 *et seq.* or executed in accordance with K.S.A. 16-1601 *et seq.* A facsimile of the seal of the Issuer is affixed to or imprinted on each of the Bonds and on the reverse side of each of the Bonds at the place where the Clerk has executed by facsimile signature the Certificate of Registration; and each Bond bears a Certificate of Registration evidencing the fact that it has been registered in the office of the Clerk. A true impression of the seal is set forth adjacent to the signature of the Clerk below. The specimen bond included in the Transcript is in the form adopted by the governing body of the Issuer for the Bonds.

8. Authorization and Purpose of the Bonds. The Bonds are being issued pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 14-570 *et seq.*, as amended by Charter Ordinance No. 11, all as amended, Ordinance No. 4491 and Resolution No. 2025-039 of the Issuer duly adopted by the Governing Body of the Issuer on July 24, 2025 (collectively the “Bond Resolution”) for the purpose of paying costs of issuance and paying the costs of certain capital improvements (the “Improvements”).

The total principal amount of the Bonds does not exceed the cost of the Improvements for which the Bonds are issued. A Statement of Cost is attached hereto as **Exhibit A** and made a part hereof by reference as though fully set out herein.

The interest rates on the Bonds on the date of the sale of the Bonds were within the maximum legal limit for interest rates under K.S.A. 10-1009, as amended.

9. Bonded Indebtedness. The currently outstanding applicable indebtedness of the Issuer, including the Bonds, does not exceed any applicable constitutional or statutory limitations. A Schedule of Bonded Indebtedness, which sets forth all currently outstanding general obligation indebtedness of the Issuer, is attached hereto as **Exhibit B** and made a part hereof by reference as though fully set out herein.

10. Valuation. The total assessed valuation of the taxable tangible property within the Issuer for the year 2024 is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property	\$67,487,222
Tangible Valuation of Motor Vehicles	<u>7,564,972</u>
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	\$75,052,194

11. Non-litigation. There is no controversy, suit or other proceedings of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its

officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Bonds shown to be authorized in the Transcript; (e) the validity of the Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof; or (f) the levy and collection of a tax to pay the principal of and interest on the Bonds.

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WITNESS our true and genuine manual signatures and the seal of the Issuer.

(SEAL)

Mayor

Clerk

EXHIBIT A

STATEMENT OF COST

Re: General Obligation Bonds, Series 2025-B, Dated August 21, 2025, of the City of Independence, Kansas

Sources of Funds:

Principal Amount of the Bonds	\$1,970,000.00
Original Issue Premium	<u>101,713.30</u>
<i>Total</i>	<i>\$2,071,713.30</i>

Uses of Funds:

Deposit to Improvement Fund	\$2,000,000.00
Deposit to Costs of Issuance Account	53,750.70
Deposit to Compliance Account	5,000.00
Underwriter's Discount	<u>12,962.60</u>
<i>Total</i>	<i>\$2,071,713.30</i>

EXHIBIT B

CITY OF INDEPENDENCE, KANSAS

SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS
(as of August 21, 2025)

GENERAL OBLIGATION BONDS

Description	Series	Dated Date	Final Maturity	Original Principal Amount	Amount Outstanding	Excluded From Debt Limit
G.O. Bonds	2015-A	07/22/15	10/01/30	1,960,000	\$ 855,000	\$ 855,000
G.O. Refunding Bonds	2016-A	07/12/16	10/01/26	1,875,000	480,000	123,072
G.O. Refunding Bonds	2019	10/02/19	10/01/26	1,430,000	570,000	29,740
G.O. Bonds	2022-A	06/30/22	10/01/42	13,925,000	12,815,000	12,815,000
Taxable G.O. Bonds	2025	03/27/25	10/01/29	10,115,000	10,115,000	10,115,000
G.O. Bonds	2025-B	08/21/25	10/01/35	1,970,000	<u>1,970,000</u>	<u>1,970,000</u>
Total					<u>\$26,805,000</u>	<u>\$25,907,812</u>

TEMPORARY NOTES

Description	Series	Dated Date	Final Maturity	Original Principal Amount	Amount Outstanding	Excluded From Debt Limit
G.O. Temporary Notes	2024-1	02/01/24	10/01/27	\$4,565,000	\$4,565,000	\$4,565,000

AGREEMENT BETWEEN ISSUER AND AGENT

**\$1,970,000
CITY OF INDEPENDENCE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2025-B
DATED AUGUST 21, 2025**

THIS AGREEMENT, dated as of August 21, 2025, between the City of Independence, Kansas, a municipality (the “Issuer”), and the State Treasurer of Kansas, as Agent (the “Agent”).

WHEREAS, for its lawful purposes, the Issuer has duly authorized the issue of the above-captioned bonds (the “Securities”), and the Issuer wishes the Agent to act as its Paying Agent, Bond Registrar, and Transfer Agent for the Securities:

Now, therefore, it is hereby agreed as follows:

I. APPOINTMENT

Issuer hereby appoints or has heretofore appointed the State Treasurer of Kansas to act as Paying Agent, Bond Registrar and Transfer Agent for the Securities. The State Treasurer of Kansas hereby accepts its appointment as the Paying Agent, Bond Registrar and Transfer Agent.

II. BASIC DUTIES

- A. Issuer or its duly authorized representative agrees to furnish Agent the name(s) and address(es) of the initial registered owner(s) of the Securities together with such registered owners' tax identification (social security) number(s), the maturity date(s), denomination(s) and interest rate(s) for each Security.
- B. Agent shall manually authenticate the originally issued Securities upon the written order of one or more authorized officers of Issuer. Thereafter, Agent shall manually authenticate all Securities resulting from transfer or exchange of Securities.
- C. Agent shall maintain an office in the City of Topeka, Kansas, where Securities may be presented for registration, transfer and exchange; and shall also maintain an office in the City of Topeka, Kansas, where Securities may be presented for payment. Agent shall keep a register of the Securities and their transfer and exchange.
- D. Agent may rely upon any document believed by it to be genuine and to have been signed or presented by the proper person. Agent need not investigate any fact or matter stated in the document. Agent undertakes to perform such duties and only such duties set forth in K.S.A. 10-620 *et seq.*, except as specifically provided in this Agreement.
- E. Agent shall notify the owners of the Securities upon default in payment of principal or interest on the Securities and the Agent shall have no duties or responsibilities thereafter.

III. COMPENSATION

Issuer covenants and agrees to pay to Agent, as reasonable compensation for the services provided as Agent, an initial setup fee of \$300, a registration fee of \$30, plus a fee of \$2,500, which is based on “Book-entry Only” Securities.

This amount will be due at the time of registration unless such fee is to be paid from the proceeds of the bond issue in which case Issuer agrees to pay such fee within two (2) business days of the closing of the bond issue. In addition to the aforementioned fee, Issuer covenants and agrees to pay to Agent the fee as stated and required by K.S.A. 10-505 for performing the duties of paying the principal of the Securities.

IV. STANDARD OF PERFORMANCE

Issuer shall provide, or shall cause to be provided to Agent, a designation of whether its Securities are to be issued in certificated or uncertificated form, or both.

A. *STATEMENTS OF OWNERSHIP*

Agent agrees to provide Statements of Ownership to the owner of uncertificated Securities. Such Statements shall be in accordance with the standards set forth by the Attorney General. All Statements shall be issued in the denominations of \$1,000 or \$5,000 or integral multiples thereof except for one additional Security in another denomination, which additional Security shall mature in the initial maturity year of the series of the Securities. Interest is computed on the basis of \$1,000 or \$5,000 units and in all transactions involving the payment of interest, fractions of a cent equalling or exceeding five mills shall be regarded as one cent; fractions of a cent less than five mills shall be disregarded. Agent shall at all times maintain an adequate supply of Statements of Ownership for any anticipated transfers or exchanges of the Statements.

B. *CERTIFICATED SECURITIES*

All certificated Securities issued by Issuer under this Agreement shall be in accordance with the standards set forth by the Attorney General and unless otherwise authorized by Agent, the principal thereof shall be payable only upon surrender of the Security to Agent. All certificates shall be issued in the denomination of \$1,000 or \$5,000 or integral multiples thereof except one authorized Security in another denomination which additional Security shall mature in the initial maturity year of the series of Securities. Interest is computed on the basis of \$1,000 or \$5,000 units and in all transactions involving the payment of interest, fractions of a cent equaling or exceeding five mills shall be regarded as one cent; fractions of a cent less than five mills shall be disregarded. Issuer shall at Issuer's cost provide Agent with an adequate supply of certificates for any anticipated transfers or exchanges of the certificates. Issuer shall be responsible for the payment of the printing or other expenses for such certificates. Issuer shall be responsible for obtaining appropriate “CUSIP” number(s) and shall notify Agent of each number(s) prior to the issuance of the applicable Securities.

C. *INTEREST CALCULATIONS*

Agent shall calculate interest on the basis of \$1,000 and \$5,000 units, or in the case of one odd denomination, calculate the unit separately. Each intermediate unit calculation is first

determined, then rounded to the sixth decimal position; i.e. whenever the seventh decimal place is equal to or greater than five the sixth decimal place is increased by one. The final per unit calculation is subsequently rounded to two decimal positions. (See Attachment "A" for sample calculation.)

D. *SURRENDER*

Securities surrendered for payment, cancellation or partial redemption shall be cancelled by Agent and returned to Issuer in accordance with K.S.A. 10-111.

E. *TRANSFERS AND EXCHANGES*

1. When Securities are presented to Agent for transfer or exchange, Agent shall so transfer or exchange such Securities if the requirements of Section 8-401(1) of the Uniform Commercial Code are met.
2. In accordance with the authorizing Resolution or Ordinance of the Issuer (the "Bond Resolution"), payments of interest shall be made to the owner of record of each Security as of the close of business on the fifteenth day of the month preceding each interest payment date. The Agent shall make such payments to the record owner of each Security as set forth on the registration books maintained by Agent as of such date.
3. Agent shall not be required to transfer or exchange any Security during a period beginning on the day following the fifteenth day of the month preceding any interest payment date for such Securities and ending at the close of business on the interest payment date, or to transfer or exchange any Security selected or called for redemption in whole or in part subsequent to the date notice of such redemption is given in accordance with the Bond Resolution authorizing the Securities.

F. *REGISTRATION DATES AND FUNDS FOR PAYMENTS*

Date of Registration shall be affixed on the initial Securities. Subsequent transfers or exchanges shall bear a Date of Registration as of the date that all the required documentation is received at the Agent's official place of business. Issuer will provide funds to make any interest or principal payments in accordance with K.S.A. 10-130 and amendments thereto. Agent is hereby authorized to effect any semiannual payment of interest or any principal by charging the Issuer's Fiscal Agency account with Agent.

G. *REPLACEMENT OF SECURITIES*

If the owner of a Security claims that a Security has been lost, destroyed or wrongfully taken, Issuer shall issue and Agent shall authenticate a replacement Security if the requirements of Section 8-405 of the Uniform Commercial Code are met. Only Agent shall perform this function. An indemnity bond and affidavit of loss shall be provided to Agent and Issuer at the expense of the owner of the Security. Such indemnity bond and affidavit of loss must be sufficient in the judgment of Issuer and Agent to protect Issuer and Agent from any loss which any of them may suffer if the Security is replaced. Issuer may charge the Security owner for its expenses in the replacement of a Security.

H. **REDEMPTIONS**

Optional Redemption. If any Securities are to be redeemed pursuant to an optional redemption in accordance with their terms, Issuer agrees to give Agent at least fifteen (15) days written notice thereof prior to the notice to be given the Security owners. If there is no provision for notice to the Security owners, Issuer agrees to give at least thirty (30) days written notice to Agent.

Notice of Redemption. Agent shall then notify, by ordinary mail, the owner of such Securities to be so redeemed. Agent shall select the Securities to be so redeemed. Agent shall not be required to exchange or register a transfer of any Security for a period of fifteen (15) days preceding the date notice is to be provided to the Security owners for the purpose of selecting Securities on a partial redemption. Further, in the event notice is given to Agent for a complete redemption of the Issue according to the terms of the Bond Resolution, Agent shall not be required to transfer or exchange any Security beginning on the day following the 15th day preceding the date set for redemption.

I. **MISCELLANEOUS**

Agent hereby acknowledges receipt of numbered Securities of Issuer (in a number equal to one Security for each maturity) for registration and exchange, and shall safeguard any “blank” Securities held for purpose of exchange or transfer.

J. **REPORTS**

Agent shall provide Issuer an annual report of the activity with respect to the issuance of Securities upon written request of Issuer.

K. **CONSTRUCTION**

This Agreement shall be construed in accordance with the laws of the State of Kansas and also the Bond Resolution authorizing the issuance of the Securities.

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CITY OF INDEPENDENCE, KANSAS

(SEAL)

By _____
Mayor

ATTEST:

By _____
Clerk

**OFFICE OF THE TREASURER
OF THE STATE OF KANSAS**

(SEAL)

By _____
Director of Fiscal Services

ATTACHMENT "A"

SAMPLE

$$\begin{array}{rcll} & \$5,000.00000 & \text{..... Bond Unit} & \\ \times & \underline{.06875} & \text{..... Interest Rate} & \\ = & 343.750000 & \text{Rounded to six decimal places} & \\ & & & \\ / & \underline{360} & \text{..... Days per year} & \\ = & .954861 & \text{Rounded to six decimal places} & \\ & & & \\ \times & \underline{180} & \text{..... Day in interest period} & \\ = & 171.874980 & \text{(Rounded to second decimal = \$171.87)} & \end{array}$$

Unit interest is then multiplied by the number of units in the maturity.

**UNDERWRITING SAFEKEEPING AGREEMENT
BY AND BETWEEN
DEPOSITORY TRUST COMPANY
AND
THE CITY OF INDEPENDENCE, KANSAS
AND
THE OFFICE OF THE KANSAS STATE TREASURER**

**\$1,970,000
CITY OF INDEPENDENCE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2025-B
DATED AUGUST 21, 2025**

In order to induce the Depository Trust Company (the "DTC") to accept delivery of the above captioned bonds (the "Bonds") for safekeeping prior to the delivery of the Bonds on August 21, 2025 (the "Closing Date"), the City of Independence, Kansas (the "Issuer"), and the Treasurer of the State of Kansas (the "Agent") hereby agree to place the entire principal amount of the Bonds, in the custody, control and possession of DTC at least one day prior to the Closing Date. The Issuer further agrees that by copy of this letter appropriately executed, it will notify DTC to follow the instructions of Commerce Bank, Clayton, Missouri, as the Underwriter (the "Underwriter") in distributing the Bonds.

By executing this agreement in the appropriate place DTC acknowledges upon receipt from the Agent of possession, custody and control of the Bonds, and agrees to safekeep and hold in escrow the Bonds until it shall have received notification from one of the following authorized representatives of the Issuer to release or return the Bonds: David Schwenker, Clerk, or Gilmore & Bell, P.C., Bond Counsel. Notification may be made by telephone or by receipt of an executed notice, delivered or telecopied to DTC; provided, however, that if the notification is made by telephone, written notice must be sent within 24 hours of the original notification. In the event the Issuer executes the release of the Bonds, DTC will distribute the Bonds pursuant to written instructions provided by the Underwriter; however, in the event a demand for the return of the Bonds is received, DTC shall return the Bonds as soon as practicable, but in any event, no later than the following business day.

DTC agrees to hold the Issuer and the Agent, as their interests may appear, and any of their officers or employees, harmless from any liability, loss, damage or reasonable expense in connection with the loss, theft, destruction or other disappearance of the Bonds while they are in the possession, custody or control of DTC, prior to concluding the Closing with respect to the Bonds and prior to distributing the Bonds in accordance with the instructions furnished by the Underwriter.

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CITY OF INDEPENDENCE, KANSAS

Dated: July 24, 2025

By: _____
Clerk

**OFFICE OF THE TREASURER OF
THE STATE OF KANSAS, As Agent**

Dated: _____

By: _____
Title: Director of Fiscal Services

DEPOSITORY TRUST COMPANY

Dated: _____

By: _____
Title: _____

CLOSING CERTIFICATE

\$1,970,000
CITY OF INDEPENDENCE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2025-B
DATED AUGUST 21, 2025

The undersigned Mayor and Clerk of the City of Independence, Kansas (the “Issuer”), make this Certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described bonds (the “Bonds”); and certify as of August 21, 2025 (the “Issue Date”), as follows:

1. Meaning of Words and Terms. Capitalized words and terms used in this Certificate, unless otherwise defined in this Certificate or the context requires otherwise, have the same meanings ascribed to such words and terms in the Bond Resolution (defined below) authorizing the Bonds.

2. Transcript of Proceedings. The transcript of proceedings relating to the authorization and issuance of the Bonds (the “Transcript”), furnished to the Purchaser of the Bonds, is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript; and the facts stated in the Transcript still exist. In each instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk. All certifications made by the Issuer in the Transcript Certificate dated July 24, 2025 are true and correct as of this date and are incorporated in this Certificate by reference.

3. Authorization and Purpose of the Bonds. The Issuer is issuing and delivering the Bonds simultaneously with the delivery of this Certificate, pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 14-570 *et seq.*, as amended by Charter Ordinance No. 11, as amended, Ordinance No. 4491 and Resolution No. 2025-039 of the Issuer duly adopted by the Governing Body of the Issuer on July 24, 2025 (collectively the “Bond Resolution”) for the purpose of paying costs of issuance and paying the costs of certain capital improvements (the “Improvements”).

4. Security for the Bonds. The Bonds are general obligations of the Issuer payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are pledged under the Bond Resolution to the payment of the principal of and interest on the Bonds. In the Bond Resolution, the governing body of the Issuer has covenanted to annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

5. Sale of Bonds. The Bonds have been sold at rates not in excess of the limitations set forth in K.S.A. 10-1009. The Notice of Bond Sale dated June 11, 2025 and included in the Transcript constitutes a full true and correct copy thereof. A copy of such Notice of Bond Sale and Preliminary Official Statement was sent to prospective purchasers of the Bonds, and to all other persons and firms requesting copies of such Notice of Bond Sale and Preliminary Official Statement.

6. Official Statement. The Official Statement contained in the Transcript constitutes a full, true and correct copy of the Official Statement relating to the Bonds. To the best of our knowledge, the Official Statement, other than the sections entitled “The Depository Trust Company,” “Ratings,” “Legal Matters,” “Tax Matters,” and *Appendices B-D*, about which the Issuer expresses no opinion, is true in all material respects, and does not contain any untrue statement of a material fact or does not omit to state a material fact, necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. As of this date there has been no material adverse change in the financial condition or the financial affairs of the Issuer since the date of the Official Statement. No other event has occurred which is necessary to be disclosed in the Official Statement in order to make the statements therein not misleading in any material respect as of the date of this Certificate. The Issuer has previously caused to be delivered to the Purchaser copies of the Official Statement.

7. Continuing Disclosure Undertaking. The Issuer has heretofore executed a Continuing Disclosure Undertaking (the “Disclosure Undertaking”), wherein the Issuer has covenanted to disseminate such information as is required in accordance with the provisions of the SEC Rule and the Disclosure Undertaking. In the Bond Resolution, the Issuer has covenanted to apply the provisions of the Disclosure Undertaking to the Bonds. A copy of the Disclosure Undertaking is contained in the Transcript.

8. Non-Litigation. There is no controversy, action, suit, proceeding, or to the best of our knowledge, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to the best of our knowledge, threatened against or affecting the Issuer, its officers or its property, or, to the best of our knowledge, any basis therefor questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Bonds shown to be authorized in the Transcript; (e) the validity of the Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof; (f) the levy and collection of an ad valorem property tax to pay the principal of and interest on the Bonds; or (g) the federal or state tax-exempt status of the interest on the Bonds; wherein any unfavorable decision, ruling or finding would adversely affect the Issuer, the transactions contemplated by the Bond Resolution or the Official Statement, or the validity or enforceability of the Bonds, which are not disclosed in the final Official Statement.

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WITNESS our signatures and the seal of the Issuer.

(SEAL)

Mayor

Clerk

[FORM OF BOND COUNSEL OPINION]

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

[August 21, 2025]

Governing Body
City of Independence, Kansas

Commerce Bank
Clayton, Missouri

Re: \$1,970,000 General Obligation Bonds, Series 2025-B, of the City of
Independence, Kansas, Dated August 21, 2025

We have served as Bond Counsel to the City of Independence, Kansas (the “Issuer”), in connection with the issuance by the Issuer of the above-captioned bonds (the “Bonds”). In this capacity, we have examined the law and such certified proceedings, certifications and other documents as we have deemed necessary to give the opinions below. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the resolution adopted by the governing body of the Issuer prescribing the details of the Bonds.

Regarding questions of fact material to the opinions below, we have relied on the representations of the Issuer, on the certified proceedings and other certifications of representatives of the Issuer and the certifications of others furnished to us without undertaking to verify them by independent investigation.

Based upon the foregoing, we are of the opinion that:

1. The Bonds have been duly authorized and executed by the Issuer and are valid and binding general obligations of the Issuer.

2. The Bonds are payable as to both principal and interest from ad valorem taxes, which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the Issuer. The Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Bonds to the extent that necessary funds are not provided from other sources.

3. The interest on the Bonds is: (a) excludable from gross income for federal income tax purposes; and (b) not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended (the “Code”) that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Bonds are “qualified tax-exempt obligations” within the meaning of Code § 265(b)(3). We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

4. The interest on the Bonds is exempt from income taxation by the State of Kansas.

The rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors, and by equitable principles, whether considered at law or in equity.

We express no opinion regarding the accuracy, adequacy or completeness of the Official Statement or other offering material relating to the Bonds, or the tax consequences arising with respect to the Bonds other than as expressly set forth in this opinion letter.

The opinions given in this opinion letter are given as of the date set forth above, and we assume no obligation to revise or supplement them to reflect any facts or circumstances that may later come to our attention, or any changes in law that may later occur.

GILMORE & BELL, P.C.

FEDERAL TAX CERTIFICATE

Dated as of August 21, 2025

OF

THE CITY OF INDEPENDENCE, KANSAS

\$1,970,000
GENERAL OBLIGATION BONDS
SERIES 2025-B

FEDERAL TAX CERTIFICATE

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

Section 1.01	Definitions of Words and Terms.....	1
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ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.01	Representations and Covenants of the Issuer.....	5
Section 2.02	Continuing Application of Representations and Covenants.	9

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.01	General.	9
Section 3.02	Reasonable Expectations.	9
Section 3.03	Purpose of Financing.	9
Section 3.04	Funds and Accounts.	9
Section 3.05	Amount and Use of Bond Proceeds.	9
Section 3.06	Intentionally Omitted.....	10
Section 3.07	No Refunding.....	10
Section 3.08	Completion of Financed Improvements.....	10
Section 3.09	Sinking Funds.	10
Section 3.10	Reserve, Replacement and Pledged Funds.	10
Section 3.11	Purpose Investment Yield.	11
Section 3.12	Issue Price and Bond Yield.....	11
Section 3.13	Miscellaneous Arbitrage Matters.	11
Section 3.14	Conclusion.	11

ARTICLE IV

TAX COMPLIANCE POLICIES AND PROCEDURES

Section 4.01	General.	11
Section 4.02	Record Keeping; Use of Bond Proceeds and Use of Financed Improvements.....	12
Section 4.03	Restrictions on Investment Yield.....	13
Section 4.04	Procedures for Establishing Fair Market Value of Investments.	13
Section 4.05	Bonds Exempt from the Rebate Requirement.	15

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.01	Term of Tax Certificate.	16
Section 5.02	Amendments.	16
Section 5.03	Advice from Bond Counsel.	16
Section 5.04	Reliance.....	16
Section 5.05	Severability.	17
Section 5.06	Benefit of Certificate.....	17
Section 5.07	Default, Breach and Enforcement.....	17
Section 5.08	Governing Law.	17
Section 5.09	Electronic Transactions.....	17

LIST OF EXHIBITS TO FEDERAL TAX CERTIFICATE

- A. IRS FORM 8038-G
Evidence of filing
- B. RECEIPT FOR PURCHASE PRICE
- C. RECEIPT AND REPRESENTATION
- C-1. CERTIFICATE OF MUNICIPAL ADVISOR
- D. DESCRIPTION OF PROPERTY COMPRISING THE FINANCED IMPROVEMENTS
[AND LIST OF REIMBURSEMENT EXPENDITURES]
- E. SAMPLE ANNUAL COMPLIANCE CHECKLIST

Schedule 1 Debt Service Schedule and Proof of Yield

* * *

FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (the “Tax Certificate”) is executed as of August 21, 2025 (the “Issue Date”), by the City of Independence, Kansas (the “Issuer”).

RECITALS

1. This Tax Certificate is being executed and delivered in connection with the issuance by the Issuer of \$1,970,000 principal amount of General Obligation Bonds, Series 2025-B (the “Bonds”), under the Bond Resolution (as herein defined), for the purposes described in this Tax Certificate and in the Bond Resolution.

2. The Internal Revenue Code of 1986, as amended (the “Code”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “Regulations”), impose certain limitations on the uses and investment of the Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which the interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The Issuer is executing this Tax Certificate in order to set forth certain facts, covenants, representations, and expectations relating to the use of Bond proceeds and the property financed or refinanced with those proceeds and the investment of the Bond proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).

4. The Issuer adopted a Tax Compliance Procedure (as defined below) for the purpose of setting out general procedures for the Issuer to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Certificate is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Bonds.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Certificate, the Issuer represents, covenants and agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions of Words and Terms. Except as otherwise provided in this Tax Certificate or unless the context otherwise requires, capitalized words and terms used in this Tax Certificate have the same meanings as set forth in the Bond Resolution, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Certificate have the following meanings:

“**Annual Compliance Checklist**” means a checklist for each of the Financed Improvements designed to measure compliance with the requirements of this Tax Certificate and the Tax Compliance

Procedure after the Issue Date as further described in **Section 4.02** and substantially in the form attached as **Exhibit E**.

“Bona Fide Debt Service Fund” means a fund, which may include Bond proceeds, that: (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

“Bond” or **“Bonds”** means any bond or bonds described in the recitals, authenticated and delivered under the Bond Resolution.

“Bond Compliance Officer” means the Issuer’s Finance Director or other person named in the Tax Compliance Procedure.

“Bond Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the Issuer.

“Bond Resolution” means Ordinance No. 4491 and Resolution No. 2025-039 of the Issuer duly adopted by the governing body of the Issuer on July 24, 2025, as originally executed by the Issuer, as amended and supplemented in accordance with the provisions of the Bond Resolution.

“Bond Year” means each one-year period (or shorter period for the first Bond Year) ending October 1 or another one-year period selected by the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended.

“Compliance Account” means the account by that name created under the Bond Resolution to provide for the payment of certain expenses as described in **Section 2.01(j)** hereof.

“Final Written Allocation” means the Final Written Allocation of expenditures prepared by the Bond Compliance Officer in accordance with the Tax Compliance Procedure and **Section 4.02(b)** of this Tax Certificate.

“Financed Improvements” means the portion of the Improvements financed or refinanced with the proceeds of the Bonds as described in the Bond Resolution and on **Exhibit D**.

“Gross Proceeds” means (a) sale proceeds (any amounts actually or constructively received by the Issuer from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds or other Investment proceeds), (c) any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds, and (e) any other replacement proceeds.

Specifically, the term Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

- (1) Improvement Fund.
- (2) Debt Service Account.
- (3) Costs of Issuance Account.

- (4) Compliance Account (to the extent funded with sale proceeds or Investment proceeds of the Bonds).

“Guaranteed Investment Contract” is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

“Improvements” means all of the property acquired, developed, constructed, renovated, and equipped by the Issuer using Bond proceeds and other money contributed by the Issuer, as described on *Exhibit D*.

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C), but does include the investment element of most interest rate caps.

“IRS” means the United States Internal Revenue Service.

“Issue Date” means August 21, 2025.

“Issuer” means the City of Independence, Kansas, and its successors and assigns, or any body, agency or instrumentality of the State succeeding to or charged with the powers, duties and functions of the Issuer.

“Management Agreement” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Improvements, such as a contract to manage the entire Financed Improvements or a portion of the Financed Improvements. However, contracts for services that are solely incidental to the primary governmental function of the Financed Improvements (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not treated as Management Agreements.

“Measurement Period” means, with respect to each item of property financed as part of the Financed Improvements, the period beginning on the later of: (a) the Issue Date, or (b) the date the property is placed in service and ending on or the earlier of (1) the final maturity date of the Bonds or (2) the expected economic useful life of the property.

“Minor Portion” means the lesser of \$100,000 or 5% of the sale proceeds of the Bonds.

“Net Proceeds” means, when used in reference to the Bonds, the sale proceeds of the Bonds (excluding pre-issuance accrued interest), less any proceeds deposited in a reasonably required reserve or replacement fund, plus all Investment earnings on such sale proceeds.

“Non-Qualified Use” means use of Bond proceeds or the Financed Improvements in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Bond proceeds or the Financed Improvements are “used” in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Improvements, will constitute use under Regulations § 1.141-3.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Post-Issuance Tax Requirements” means those requirements related to the use of proceeds of the Bonds, the use of the Financed Improvements and the investment of Gross Proceeds after the Issue Date of the Bonds.

“Preliminary Expenditures” means: (a) costs incurred for architectural, engineering, surveying, soil testing, costs of issuance, and similar costs prior to commencement of acquisition, construction, or rehabilitation of the Financed Improvements, other than land acquisition, site preparation, and similar costs incident to commencement of construction of the Financed Improvements up to an amount not in excess of 20 percent of the issue price of the Bonds; and (b) costs incurred in an amount not in excess of the lesser of \$100,000 or 5% of the sale proceeds of the Bonds.

“Purchaser” means Commerce Bank, Clayton, Missouri, the original purchaser of the Bonds, and any successor and assigns.

“Qualified Use Agreement” means any of the following:

(a) A lease or other short-term use by members of the general public who occupy the Financed Improvements on a short-term basis in the ordinary course of the Issuer’s governmental purposes.

(b) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Improvements for a period up to 200 days in length pursuant to an arrangement whereby (1) the use of the Financed Improvements under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (2) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Improvements under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(c) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Improvements for a period up to 100 days in length pursuant to arrangements whereby (1) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (2) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (3) the Financed Improvements was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Improvements under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(d) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Improvements for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Improvements was not constructed for a principal purpose of providing the property for use by that person.

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

“Regulations” means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

“State” means the State of Kansas.

“Tax Certificate” means this Federal Tax Certificate as it may from time to time be amended and supplemented in accordance with its terms.

“Tax Compliance Procedure” means the Issuer’s Tax-Exempt Financing Compliance Policy and Procedure, dated January 19, 2012.

“Tax-Exempt Bond File” means documents and records for the Bonds, maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

“Transcript” means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

“Yield” means yield on the Bonds, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.01 Representations and Covenants of the Issuer. The Issuer represents and covenants as follows:

(a) ***Organization and Authority.*** The Issuer: (1) is a city of the second class, duly created, organized and existing under the Constitution and laws of the State, (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Bond Resolution, to enter into, execute and deliver the Bond Resolution, the Bonds, and this Tax Certificate and to carry out its obligations under this Tax Certificate and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Bond Resolution, the Bonds, and this Tax Certificate, acting by and through its duly authorized officials.

(b) ***Tax-Exempt Status of Bonds–General Covenant.*** The Issuer (to the extent within its power or direction) will not use any money on deposit in any fund or account maintained in connection with the Bonds, whether or not such money was derived from the proceeds of the sale of the Bonds or from any other source, in a manner that would cause the Bonds to be “arbitrage bonds,” within the meaning of Code § 148, and will not (to the extent within its power or direction) otherwise use or permit the use of any Bond proceeds or any other funds of the Issuer, directly or indirectly, in any manner, or take or permit to be taken any other action or actions, that would cause interest on the Bonds to be included in gross income for federal income tax purposes.

(c) ***Governmental Obligations–Use of Proceeds.*** Throughout the Measurement Period: (1) all of the Financed Improvements are expected to be owned by the Issuer or another Qualified User; (2) no portion of the Financed Improvements are expected to be used in a Non-Qualified Use; and (3) the Issuer will not permit any Non-Qualified Use of the Financed Improvements without first consulting with

Bond Counsel. The Issuer will monitor the usage of all portions of the Financed Improvements during the Measurement Period. If the Non-Qualified Use of the Financed Improvements exceeds 10% of the total use over the Measurement Period, then the Issuer will take “remedial action” in accordance with Regulations § 1.141-12, as specified in advice from Bond Counsel, as necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes. The Issuer understands that remedial action could include redemption or defeasance of all or a portion of the Bonds.

(d) ***Governmental Obligations–Private Security or Payment.*** As of the Issue Date, the Issuer expects that none of the principal and interest on the Bonds will be (under the terms of the Bonds or any underlying arrangement) directly or indirectly:

- (1) secured by (i) any interest in property used or to be used for a Non-Qualified Use, or (ii) any interest in payments in respect of such property; or
- (2) derived from payments (whether or not such payments are made to the Issuer) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

For purposes of the foregoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The Issuer will not permit any private security or payment with respect to the Bonds without first consulting with Bond Counsel.

(e) ***No Private Loan.*** Not more than 5% of the Net Proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User.

(f) ***Management Agreements.*** As of the Issue Date, the Issuer has no Management Agreements with Non-Qualified Users. During the Measurement Period, the Issuer will not enter into or renew any Management Agreement with any Non-Qualified User without first consulting with Bond Counsel.

(g) ***Leases.*** As of the Issue Date, the Issuer has not entered into any leases of any portion of the Financed Improvements other than Qualified Use Agreements. During the Measurement Period, the Issuer will not enter into or renew any lease or similar agreement or arrangement other than a Qualified Use Agreement without first consulting with Bond Counsel.

(h) ***Intentionally Omitted.***

(i) ***Limit on Maturity of Bonds.*** A list of the assets included in the Financed Improvements and a computation of the “average reasonably expected economic life” is attached to this Tax Certificate as ***Exhibit D***. Based on this computation, the “average maturity” of the Bonds as computed by Bond Counsel does not exceed 120% of the average reasonably expected economic life of the Financed Improvements.

(j) ***Expenditure of Bond Proceeds.***

(1) ***Reimbursement of Expenditures; Official Intent.*** The governing body of the Issuer adopted one or more resolutions declaring the intent of the Issuer to finance the Financed Improvements with tax-exempt bonds or other obligations and to reimburse the Issuer for expenditures made for the Financed Improvements prior to the issuance of those bonds. The resolution is contained in Tab 2 of the Transcript. No portion of the Net Proceeds of the Bonds will be used to reimburse an expenditure paid by the Issuer more than 60 days prior to the date

the respective resolution was adopted, except for Preliminary Expenditures. The Issuer will evidence each allocation of the proceeds of the Bonds to an expenditure in writing. No reimbursement allocation will be made more than 3 years following the later of (A) the date of the expenditure or (B) the date the Financed Improvements were placed in service.

(2) *Final Allocation of Bond Proceeds to Expenditures.* The Issuer understands that, under Regulations § 1.148-6(d), the Issuer is required to account for the allocation of Bond proceeds to Improvement expenditures (including expenditures made before and after the Issue Date) within 18 months after the later of (A) the date the expenditure is made, or (B) the date the Improvements are placed in service, and in any event not later than the date that is 60 days after the fifth anniversary of the Issue Date, or the date the Bonds are retired, if earlier (a “Final Allocation”). The Issuer will maintain accurate records of all expenditures made for the Improvements, including the amount, the date paid, a description of the purpose, and the source of funds (whether Bond proceeds or other money) initially allocated to each Improvement expenditure. Not later than the time limit set forth above, the Issuer will prepare a Final Allocation, showing the allocation of Bond proceeds and other money to all Improvement costs and identifying the Financed Improvement, and will maintain the Final Allocation in its books and records in accordance with **Section 4.02** hereof. The Issuer reserves the right to make modifications to the expected allocation of Bond proceeds and other money for purposes of compliance with the limitations on Non-Qualified Use following completion of the Financed Improvement in accordance with, and within the time limits prescribed in, the Regulations. In the absence of such subsequent allocation, the Bond proceeds will be deemed allocated as shown on **Exhibit D**.

(3) *Compliance Account.* Except as provided in this paragraph, the Issuer may allocate Bond proceeds held in the Compliance Account to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. The Issuer expects that all amounts in the Compliance Account will be allocated to expenditures within six years after the Issue Date. If any money remains in the Compliance Account on the sixth anniversary of the Issue Date, the Issuer will transfer that money to the Debt Service Account and use it to pay principal or interest on the Bonds.

(k) *Registered Bonds.* The Bond Resolution requires that all of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(l) *Bonds Not Federally Guaranteed.* The Issuer will not take any action or permit any action to be taken which would cause any Bond to be “federally guaranteed” within the meaning of Code § 149(b).

(m) *IRS Form 8038-G.* Bond Counsel will prepare IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the Issuer contained in this Tax Certificate or otherwise provided by the Issuer. Bond Counsel will sign the return as a paid preparer following completion and will then deliver copies to the Issuer for execution and for the Issuer’s records. The Issuer agrees to timely execute and return to Bond Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the IRS Form 8038-G as filed with the IRS with proof of filing will be included in **Exhibit A** of Tax Certificate.

(n) *Hedge Bonds.* At least 85% of the Net Proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within 3 years after the Issue Date, and not more than 50% of the

proceeds of the Bonds will be invested in Investments having a substantially guaranteed Yield for four years or more.

(o) ***Single Issue; No Other Issues.*** The Bonds constitute a single “issue” under Regulations § 1.150-1(c). No other debt obligations of the Issuer: (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

(p) ***Interest Rate Swap.*** As of the Issue Date, the Issuer has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Bonds. The Issuer will not enter into any such arrangement in the future without first consulting with Bond Counsel.

(q) ***Guaranteed Investment Contract.*** As of the Issue Date, the Issuer does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Bonds. The Issuer will be responsible for complying with ***Section 4.04(d)*** hereof if it decides to enter into a Guaranteed Investment Contract at a later date.

(r) ***Bank Qualified Tax-Exempt Obligation.*** The Issuer designates the Bonds as “qualified tax-exempt obligations” under Code § 265(b)(3), and with respect to this designation certifies as follows:

(1) The Issuer reasonably anticipates that the amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) that will be issued by or on behalf of the Issuer (and all subordinate entities of the Issuer) during the calendar year that the Bonds are issued, including the Bonds, will not exceed \$10,000,000; and

(2) the Issuer (including all subordinate entities of the Issuer) will not issue tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) during the calendar year that the Bonds are issued, including the Bonds, in an aggregate principal amount or aggregate issue price in excess of \$10,000,000, without first consulting with Bond Counsel that the designation of the Bonds as “qualified tax-exempt obligations” will not be adversely affected.

(s) ***General Allocation and Accounting.*** The portion of the Improvements financed by the Bonds may have been financed in part with proceeds of the Bonds and in part with other funds of the Issuer. The portion of the Improvements financed with proceeds of the Bonds is referred to as the Financed Improvements. Attached as ***Exhibit D*** is a schedule showing the Improvements financed, in whole or in part, with proceeds of the Bonds. For purposes of determining Non-Qualified Use, if any, of the Financed Improvements during the Measurement Period, the Issuer will allocate Non-Qualified Use first to the portion of the applicable Improvements financed with other funds of the Issuer and second to the Financed Improvements. During the Measurement Period, the Issuer will, on an annual basis, determine the extent to which Non-Qualified Use exceeds the portion of the applicable Improvements financed with other funds of the Issuer and determine the extent to which the proceeds of the Bonds and the Financed Improvements are used in a Non-Qualified Use.

(t) ***Compliance with Future Tax Requirements.*** The Issuer understands that the Code and the Regulations may impose new or different restrictions and requirements on the Issuer in the future. The Issuer will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

Section 2.02 Continuing Application of Representations and Covenants. All representations, covenants and certifications contained in this Tax Certificate or in any certificate or other instrument delivered by the Issuer under this Tax Certificate, will survive the execution and delivery of such documents and the issuance of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.01 General. The purpose of this Article is to certify, under Regulations § 1.148-2(b), the Issuer's expectations as to the sources, uses and investment of Bond proceeds and other money, in order to support the Issuer's conclusion that the Bonds are not arbitrage bonds. The person executing this Tax Certificate on behalf of the Issuer is an officer of the Issuer responsible for issuing the Bonds.

Section 3.02 Reasonable Expectations. The facts, estimates and expectations set forth in this Article are based upon and in reliance upon the Issuer's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the Issuer's knowledge, the facts and estimates set forth in this Tax Certificate are accurate, and the expectations of the Issuer set forth in this Tax Certificate are reasonable. The Issuer has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Certificate are unreasonable or inaccurate or may not be relied upon.

Section 3.03 Purpose of Financing. The Bonds are being issued for the purpose of providing funds to pay: (a) the costs of the Financed Improvements; and (b) Costs of Issuance.

Section 3.04 Funds and Accounts. The following funds and accounts have been established under the Bond Resolution:

- (a) Improvement Fund.
- (b) Debt Service Account.
- (c) Costs of Issuance Account.
- (d) Compliance Account.

Section 3.05 Amount and Use of Bond Proceeds.

(a) **Amount of Bond Proceeds.** The total proceeds to be received by the Issuer from the sale of the Bonds are as evidenced in *Exhibit B* attached to this Tax Certificate and calculated as follows:

Principal Amount	\$1,970,000.00
Less Underwriter's Discount	-12,962.60
Plus Original Issue Premium	<u>101,713.30</u>
Total Purchase Price	<i>\$2,058,750.70</i>

(b) ***Use of Bond Proceeds.*** The Bond proceeds are expected to be allocated to expenditures as follows:

(1) The sum of \$53,750.70 will be deposited in the Costs of Issuance Account and used to pay the Costs of Issuance of the Bonds.

(2) The sum of \$5,000.00 will be deposited in the Compliance Account.

(3) The remaining Bond proceeds in the amount of \$2,000,000.00 will be deposited in the Improvement Fund[, with \$[] of such amount used to reimburse the Issuer for costs of the Financed Improvements paid before the Issue Date and the balance will be used to pay][and used to pay] future costs of the Financed Improvements.

Section 3.06 Intentionally Omitted

Section 3.07 No Refunding. No proceeds of the Bonds will be used to pay principal or interest on any other debt obligation.

Section 3.08 Completion of Financed Improvements. The Issuer has incurred, or will incur within 6 months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the Bonds on the Financed Improvements. The completion of the Financed Improvements and the allocation of the Net Proceeds of the Bonds to expenditures will proceed with due diligence. At least 85% of the Net Proceeds of the Bonds will be allocated to expenditures on the Financed Improvements within 3 years after the Issue Date.

Section 3.09 Sinking Funds. The Issuer is required to make periodic payments in amounts sufficient to pay the principal of and interest on the Bonds. Such payments will be deposited into the Debt Service Account. Except for the Debt Service Account, no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds has been established or is expected to be established. The Debt Service Account is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the Issuer expects that the Debt Service Account will qualify as a Bona Fide Debt Service Fund.

Section 3.10 Reserve, Replacement and Pledged Funds.

(a) ***No Reserve Fund.*** No reserve fund has been or will be established for the Bonds.

(b) ***No Replacement or Pledged Funds.*** None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Improvements, and that instead has been or will be used to acquire higher yielding Investments. Except for the Debt Service Account, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Issuer encounters financial difficulty.

(c) ***Compliance Account.*** Amounts held in the Compliance Account are expected to be used to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. Therefore, amounts held in the Compliance Account are not pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Issuer encounters financial difficulty.

Section 3.11 Purpose Investment Yield. The proceeds of the Bonds will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.12 Issue Price and Bond Yield.

(a) **Issue Price.** Based on the Purchaser's certifications in *Exhibit C* and the Municipal Advisor's certifications in *Exhibit C-1*, the Issuer hereby elects to establish the issue prices of the Bonds pursuant to Regulations § 1.148-1(f)(2)(iii) (relating to the so-called "competitive sales rule"). Therefore, the aggregate issue price of the Bonds for such purpose is \$2,071,713.30, without accrued interest.

(b) **Bond Yield.** Based on the aggregate issue prices of the Bonds set forth in (a) hereof, the Yield on the Bonds is 3.3473%, as computed by Bond Counsel and shown on *Schedule 1* attached to this Certificate. The Issuer has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Bonds.

Section 3.13 Miscellaneous Arbitrage Matters.

(a) **No Abusive Arbitrage Device.** The Bonds are not and will not be part of a transaction or series of transactions that has the effect of: (1) enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) **No Over-Issuance.** The sale proceeds of the Bonds, together with expected Investment earnings thereon and other money contributed by the Issuer, do not exceed the cost of the governmental purpose of the Bonds as described above.

Section 3.14 Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Certificate, the Issuer does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code § 148 and the Regulations.

ARTICLE IV

TAX COMPLIANCE POLICIES AND PROCEDURES

Section 4.01 General.

(a) **Purpose of Article.** The purpose of this Article is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Bonds are issued. The Issuer recognizes that interest on the Bonds will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The Issuer further acknowledges that written evidence substantiating compliance with the Post-Issuance Tax Requirements must be retained in order to permit the Bonds to be refinanced with tax-exempt obligations and substantiate the position that interest on the Bonds is exempt from gross income in the event of an audit of the Bonds by the IRS.

(b) ***Written Policies and Procedures of the Issuer.*** The Issuer intends for the Tax Compliance Procedure, as supplemented by this Tax Certificate, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Bonds and to supplement any other formal policies and procedures related to the Post-Issuance Tax Requirements that the Issuer has established or establishes in the future. The provisions of this Tax Certificate are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Certificate, the terms of this Tax Certificate will govern.

(c) ***Bond Compliance Officer.*** The Issuer, when necessary to fulfill the Post-Issuance Tax Requirements, will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or Yield reduction payments, participate in any federal income tax audit of the Bonds or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations §§ 1.141-12 and 1.145-2. In each case, all costs and expenses incurred by the Issuer shall be treated as a reasonable cost of administering the Bonds and the Issuer shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Bond Resolution or State law.

Section 4.02 Record Keeping; Use of Bond Proceeds and Use of Financed Improvements.

(a) ***Record Keeping.*** The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Bonds in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in writing by Bond Counsel or to the extent otherwise provided in this Tax Certificate, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (A) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (B) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (C) exhibit a high degree of legibility and readability both electronically and in hardcopy, (D) provide support for other books and records of the Issuer and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Issuer's premises.

(b) ***Accounting and Allocation of Bond Proceeds to Expenditures.*** The Bond Compliance Officer will account for the investment and expenditure of Bond proceeds in the level of detail required by the Tax Compliance Procedure. The Bond Compliance Officer will supplement the expected allocation of Bond proceeds to expenditures with a Final Written Allocation as required by the Tax Compliance Procedure.

(c) ***Annual Compliance Checklist.*** Attached as ***Exhibit E*** is a sample Annual Compliance Checklist for the Bonds. The Bond Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Improvements at least annually in accordance with the Tax Compliance Procedure. In the event the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Certificate, the Bond Compliance Officer will take the actions identified in advice from Bond Counsel or the Tax Compliance Procedure to correct any deficiency.

(d) ***Advice from Bond Counsel.*** The Bond Compliance Officer is responsible for obtaining and delivering to the Issuer any advice received from Bond Counsel required under the provisions of this Tax Certificate or the Annual Compliance Checklist.

Section 4.03 Restrictions on Investment Yield. Except as described below, Gross Proceeds must not be invested at a Yield greater than the Yield on the Bonds:

(a) ***Improvement Fund and Cost of Issuance Account.*** Bond proceeds deposited in the Improvement Fund and the Cost of Issuance Account and Investment earnings on those proceeds may be invested without Yield restriction for up to 3 years following the Issue Date. If any unspent proceeds remain in such fund and account after 3 years, those amounts may continue to be invested without Yield restriction so long as the Issuer pays to the IRS all Yield reduction payments in accordance with Regulations § 1.148-5(c). These payments are required whether or not the Bonds are exempt from the arbitrage rebate requirements of Code § 148.

(b) ***Debt Service Account.*** To the extent that the Debt Service Account qualifies as a Bona Fide Debt Service Fund, money in such account may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for 1 year after the date of receipt of such earnings.

(c) ***Compliance Account.*** Money other than sale proceeds or Investment proceeds of the Bonds on deposit in the Compliance Account may be invested without Yield restriction.

(d) ***Minor Portion.*** In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.04 Procedures for Establishing Fair Market Value of Investments.

(a) ***General.*** No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) ***Established Securities Market.*** Except for Investments purchased for a yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) ***Certificates of Deposit.*** The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) ***Guaranteed Investment Contracts.*** The Issuer is applying Regulations § 1.148-5(d)(6)(iii)(A) (relating to electronic bidding of Guaranteed Investment Contracts) to the Bonds. The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) *Bona Fide Solicitation for Bids.* The Issuer makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(A) The bid specifications are in writing and are timely forwarded to potential providers, or are made available on an internet website or other similar electronic media that is regularly used to post bid specifications to potential bidders. A writing includes a hard copy, a fax, or an electronic e-mail copy.

(B) The bid specifications include all “material” terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the Guaranteed Investment Contract.

(C) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (i) that the potential provider did not consult with any other potential provider about its bid, (ii) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Issuer, or any other person (whether or not in connection with the bond issue), and (iii) that the bid is not being submitted solely as a courtesy to the Issuer, or any other person, for purposes of satisfying the requirements of the Regulations.

(D) The terms of the bid specifications are “commercially reasonable.” A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the Guaranteed Investment Contract.

(E) The terms of the solicitation take into account the Issuer’s reasonably expected deposit and draw-down schedule for the amounts to be invested.

(F) All potential providers have an equal opportunity to bid. If the bidding process affords any opportunity for a potential provider to review other bids before providing a bid, then providers have an equal opportunity to bid only if all potential providers have an equal opportunity to review other bids. Thus, no potential provider may be given an opportunity to review other bids that is not equally given to all potential providers (that is no exclusive “last look”).

(G) At least 3 “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(2) *Bids Received.* The bids received by the Issuer must meet all of the following requirements:

(A) The Issuer receives at least 3 bids from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, (i) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue, (ii) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (iii) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(B) At least 1 of the 3 bids received is from a reasonably competitive provider, as defined above.

(C) If the Issuer uses an agent or broker to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) *Winning Bid.* The winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(4) *Fees Paid.* The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) *Records.* The Issuer retains the following records with the bond documents until 3 years after the last outstanding Bond is redeemed:

(A) A copy of the Guaranteed Investment Contract.

(B) The receipt or other record of the amount actually paid by the Issuer for the Guaranteed Investment Contract, including a record of any administrative costs paid by the Issuer, and the certification as to fees paid, described in paragraph (d)(4) above.

(C) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(D) The bid solicitation form and, if the terms of the Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments.* If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) At least 3 bids on the Investment must be received from persons with no financial interest in the Bonds (e.g., as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.05 Bonds Exempt from the Rebate Requirement.

(a) *The Bonds Qualify as a Rebate-Exempt Small Issue.*

(1) The Issuer is a governmental unit under State law with general taxing powers;

(2) no Bond is a "private activity bond" as defined in Code § 141;

(3) 95% or more of the net proceeds of the Bonds are to be used for local governmental activities of the Issuer; and

(4) the aggregate face amount of all tax-exempt bonds (other than private activity bonds) and qualified tax credit bonds as defined in Code § 54A(d)(1) to be issued by the Issuer during the current calendar year is not reasonably expected to exceed \$5,000,000. The Issuer understands that for this purpose: (A) the Issuer and all entities which issue bonds on behalf of the Issuer are treated as one issuer; (B) all bonds issued by an entity subordinate to the Issuer are treated as issued by the Issuer; and (C) bonds issued by the Issuer to currently refund any other bond are not taken into account to the extent that the amount of the refunding bonds does not exceed the outstanding amount of the refunded obligations.

(b) **Conclusion as to Small Issuer Exemption.** Based on these certifications, Bond Counsel has advised the Issuer that the Bonds are exempt from the arbitrage rebate requirements of Code § 148(f), under the small-issuer exception set forth in Code § 148(f)(4)(D).

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.01 Term of Tax Certificate. This Tax Certificate will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are cancelled; provided that the provisions of *Article IV* of this Tax Certificate regarding payment of arbitrage rebate and all related penalties and interest will remain in effect until all such amounts are paid to the United States and the provisions in **Section 4.02** relating to record keeping shall continue in force for the period described therein for records to be retained.

Section 5.02 Amendments. This Tax Certificate may be amended from time to time by the Issuer without notice to or the consent of any of the Bond Owners, but only if such amendment is in writing and is accompanied by advice from Bond Counsel to the effect that, under then-existing law, assuming compliance with this Tax Certificate as so amended and the Bond Resolution, such amendment will not cause any Bond to be an arbitrage bond under Code § 148 or otherwise cause interest on any Bond to be included in gross income for federal income tax purposes. No amendment will become effective until the Issuer receives advice from Bond Counsel, addressed to the Issuer, that the amendment will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

Section 5.03 Advice from Bond Counsel. The Issuer may deviate from the provisions of this Tax Certificate if furnished with an advice from Bond Counsel to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Issuer further agrees to comply with any further or different instructions provided in advice from Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Bonds or the exclusion from gross income of interest on the Bonds.

Section 5.04 Reliance. In delivering this Tax Certificate the Issuer is making only those certifications, representations and agreements as are specifically attributed to them in this Tax Certificate. The Issuer is not aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Certificate and, to the best of its knowledge, those

facts, circumstances, estimates and expectations are reasonable. The Issuer understands that its certifications will be relied upon by Bond Counsel in rendering its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

Section 5.05 Severability. If any provision in this Tax Certificate or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.06 Benefit of Certificate. This Tax Certificate is binding upon the Issuer, its respective successors and assigns, and inures to the benefit of the Issuer and the owners of the Bonds. Nothing in this Tax Certificate, the Bond Resolution or the Bonds, express or implied, gives to any person, other than the Issuer, its successors and assigns, and the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Certificate.

Section 5.07 Default, Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Certificate may be pursued by the Bond Owners pursuant to the terms of the Bond Resolution or any other document which references this Tax Certificate and gives remedies for a misrepresentation or breach thereof.

Section 5.08 Governing Law. This Tax Certificate will be governed by and construed in accordance with the laws of the State.

Section 5.09 Electronic Transactions. The transactions described herein may be conducted, and related documents may be sent, received, executed, and stored, by electronic means. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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THE UNDERSIGNED, Mayor and Finance Director of the Issuer, by their execution of this Tax Certificate hereby make the foregoing certifications, representations, and agreements contained in this Tax Certificate on behalf of the Issuer, as of the Issue Date.

CITY OF INDEPENDENCE, KANSAS

By: _____
Mayor

By: _____
Finance Director

EXHIBIT A

IRS FORM 8038-G

(EVIDENCE OF FILING OF FORM 8038-G)

EXHIBIT B

RECEIPT FOR PURCHASE PRICE

\$1,970,000
CITY OF INDEPENDENCE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2025-B
DATED AUGUST 21, 2025

The undersigned Clerk of the City of Independence, Kansas, this day received from Commerce Bank, Clayton, Missouri, the original purchaser of the above-described bonds (the "Bonds"), the full purchase price of the Bonds, said purchase price and net amount received by the Issuer being calculated as follows:

Principal Amount	\$1,970,000.00
Plus Bid Premium.....	<u>88,750.70</u>
Total Purchase Price	\$2,058,750.70
Less Good Faith Deposit	<u>-41,500.00</u>
Net Amount Received.....	\$2,017,250.70

DATED: August 21, 2025.

CITY OF INDEPENDENCE, KANSAS

By: _____
Clerk

EXHIBIT C

RECEIPT AND REPRESENTATION

\$1,970,000
CITY OF INDEPENDENCE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2025-B
DATED AUGUST 21, 2025

This Receipt and Representation (the “Certificate”) is being delivered by Commerce Bank, Clayton, Missouri (the “Purchaser”) in connection with the issuance of the above-described bonds (the “Bonds”), being issued on the date of this Receipt by the City of Independence, Kansas (the “Issuer”). Based on its records and information available to the undersigned which the undersigned believes to be correct, the Purchaser represents as follows:

1. Authorized Representative. The undersigned is the duly authorized representative of the Purchaser.

2. Receipt for Bonds. The Purchaser acknowledges receipt by the Depository Trust Company on behalf of the Purchaser on the Issue Date of the Bonds consisting of fully registered “book-entry-only” bonds in Authorized Denominations in a form acceptable to the Purchaser.

3. Issue Price.

(a) **Public Offering.** The Purchaser offered all of the Bonds to the Public in a *bona fide* initial offering.

(b) **Expected Initial Offering Prices.** As of the sale date of the Bonds (July 22, 2025), the reasonably expected initial offering prices of the Bonds to the Public by the Purchaser are the prices listed in **Schedule 1** attached to this Certificate (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities used by the Purchaser in formulating its bid to purchase the Bonds.

(c) **Defined Terms.**

(i) The term “Maturity” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(ii) The term “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” is defined in U.S. Treasury Regulation § 1.150-1(b) which generally provides that the term related party means any two or more persons who have a greater than 50 percent common ownership, directly or indirectly.

(iii) The term “Underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or

a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

4. Reliance. The representations set forth in this Certificate are limited to factual matters only. Nothing in this Certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the certifications contained herein will be relied upon by the Issuer in executing and delivering its Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Gilmore & Bell, P.C., Bond Counsel, in rendering its opinion relating to the exclusion from federal gross income of the interest on the Bonds and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

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Dated: August 21, 2025.

**COMMERCE BANK
CLAYTON, MISSOURI**

By: _____
Title: _____

SCHEDULE 1

INITIAL OFFERING PRICES

<u>Stated Maturity October 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Initial Offering Price</u>	<u>Stated Maturity October 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Initial Offering Price</u>
2026	\$150,000	5.00%	102.487%	2031	\$200,000	5.00%	110.794%
2027	165,000	5.00%	104.665%	2032	215,000	4.00%	104.208%
2028	175,000	5.00%	106.723%	2033	220,000	4.00%	103.120%
2029	185,000	5.00%	108.646%	2034	230,000	4.00%	101.857%
2030	195,000	5.00%	109.906%	2035	235,000	4.00%	100.612%

EXHIBIT C-1

CERTIFICATE OF MUNICIPAL ADVISOR

\$1,970,000

CITY OF INDEPENDENCE, KANSAS

GENERAL OBLIGATION BONDS

SERIES 2025-B

DATED AUGUST 21, 2025

The undersigned, on behalf of Piper Sandler & Co., Leawood, Kansas (the “Municipal Advisor”), as municipal advisor to the City of Independence, Kansas (the “Issuer”) in connection with the issuance of the above-described bonds (the “Bonds”), has assisted the Issuer in soliciting and receiving bids from potential underwriters in connection with the sale of the Bonds in a competitive bidding process in which bids were requested for the purchase of the Bonds at specified written terms, and hereby certifies as set forth below with respect to the bidding process and award of the Bonds:

1. The Bonds were offered for sale at specified written terms more particularly described in the Notice of Bond Sale, which was distributed to potential bidders, a copy of which is included in Tab 5 of the Transcript of Proceedings related to the Bonds.

2. The Notice of Bond Sale was disseminated electronically, information regarding the sale of the Bonds was provided to PARITY®, and a copy of the Notice of Bond Sale (or a summary thereof) was published in the *Independence Daily Reporter*, a newspaper of general circulation in Montgomery County, Kansas, and the *Kansas Register*, prior to the sale date. The method of distribution of the Notice of Bond Sale is regularly used for purposes of disseminating notices of sale of new issuances of municipal bonds, and notices disseminated in such manner are widely available to potential bidders.

3. To the knowledge of the Municipal Advisor, all bidders were offered an equal opportunity to bid to purchase the Bonds, and the bidding process did not afford any opportunity for bidders to review other bids before providing a bid (that is, no “last-look”).

4. The Issuer received bids from at least three bidders who represented that each has an established industry reputation for underwriting new issuances of municipal bonds. Based upon the Municipal Advisor’s knowledge and experience in acting as the municipal advisor for other municipal issues, the Municipal Advisor believes those representations to be accurate. Copies of the bids received are attached to this Certificate as *Attachment 1*.

5. The winning bidder was Commerce Bank, Clayton, Missouri (the “Purchaser”), whose bid was determined to be the best conforming bid in accordance with the terms set forth in the Notice of Bond Sale, as shown in the bid comparison included in Tab 10 of the Transcript of Proceedings related to the Bonds. The Issuer awarded the Bonds to the Purchaser.

The representations set forth in this certificate are limited to factual matters only. Nothing in this Certificate represents the Municipal Advisor’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the certifications contained herein will be relied upon by the Issuer in executing and delivering its Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Gilmore & Bell, P.C., Bond Counsel, in rendering its opinion relating to the exclusion from federal gross income of the interest on the Bonds and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: August 21, 2025

PIPER SANDLER & CO.

By: _____
Title: _____

ATTACHMENT 1

BIDS RECEIVED

EXHIBIT D

**DESCRIPTION OF PROPERTY COMPRISING THE FINANCED IMPROVEMENTS
[AND LIST OF REIMBURSEMENT EXPENDITURES]**

\$1,970,000
CITY OF INDEPENDENCE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2025-B
DATED AUGUST 21, 2025

Description	Estimated Date Placed in Service	Estimated Useful Life	Estimated Total Cost
Capital Improvements Plan-Public Works Facility	[month/year]	30 years	\$2,000,000

<i>Estimated Amount Financed from Bonds</i>			\$2,000,000
<i>Estimated Amount Financed from Other Sources</i>			\$0

[List of Expenditures to be Reimbursed from Bond Proceeds]

For these expenditures the “Purpose” column is not which project or improvement; it’s more of a description or category of expenditure, such as engineering, construction, costs of issuance, etc. We will need a List of Expenditures to be Reimbursed from Bond Proceeds for each of the projects shown in the first table, if there is reimbursement for each of the projects.

Date Expenditure Paid	Amount Paid	Vendor Paid	Purpose

EXHIBIT E

FORM OF ANNUAL COMPLIANCE CHECKLIST

\$1,970,000
CITY OF INDEPENDENCE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2025-B
DATED AUGUST 21, 2025

The Bond Compliance Officer is the person that the Issuer has identified in the Tax Compliance Procedure who is primarily responsible for working with other Issuer officials, departments and administrators and for consulting with Bond Counsel, other legal counsel and outside experts to the extent necessary to carry out the Post-Issuance Tax Requirements for the Bonds. On the Issue Date, the Issuer identified certain assets financed in whole or in part by the Bonds (the “Financed Improvements”), as evidenced on *Exhibit D* to the Federal Tax Certificate. Please complete this checklist within 90 days after the conclusion of the Issuer’s Fiscal Year. Should you have questions or need assistance in completing the checklist, please contact Bond Counsel at the address below. A completed copy of this annual checklist should be placed in the Tax-Exempt Bond File and retained in the Issuer’s permanent records for at least 3 years after the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds.

Bond Compliance Officer Name: []
Bond Compliance Officer Signature: []
Date of Report: []
Annual Period Covered by Report: []

****If the answers to any of the following questions identify any compliance deficiencies, the Bond Compliance Officer should immediately contact Bond Counsel and take actions required in the Tax Compliance Procedure.****

Item	Question	Response
1 Ownership	Were all of the Financed Improvements owned by the Issuer during the entire Annual Period?	☐ Yes ☐ No
	If answer above was “No,” was advice of Bond Counsel obtained prior to the transfer?	☐ Yes ☐ No
	If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	
2 Leases & Other Rights to Possession	During the Annual Period, was any part of the Financed Improvements leased at any time pursuant to a lease or similar agreement for more than 50 days?	☐ Yes ☐ No
	If answer above was “Yes,” was advice of Bond Counsel obtained prior to entering into the lease or other arrangement?	☐ Yes ☐ No
	If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Financed Improvements (e.g., cafeteria, gift shop, etc.) been assumed by or transferred to another entity?	☐ Yes ☐ No
	If answer above was "Yes," was advice of Bond Counsel obtained prior to entering into the management agreement?	☐ Yes ☐ No
	If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	
4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Improvements?	☐ Yes ☐ No
	If answer above was "Yes," was advice from Bond Counsel obtained prior to entering into the agreement?	☐ Yes ☐ No
	If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	
5 Proceeds & Investments	Have any Gross Proceeds of the Bonds been invested in a Guaranteed Investment Contract?	☐ Yes ☐ No
	Has the Issuer entered into an Interest Rate Swap Agreement with respect to the Bonds?	☐ Yes ☐ No
	Has any sinking or reserve fund for the payment of the Bonds been established (other than funds and accounts created in the Bond Resolution)?	☐ Yes ☐ No
	Have any of the Bonds been redeemed or refunded in advance of their scheduled maturities?	☐ Yes ☐ No
	If answer to any of the above questions was "Yes," notify Bond Counsel with such information and place a copy of documentation in the Tax-Exempt Bond File.	
6 Arbitrage & Yield Restriction	Has the Issuer set aside money in any fund or account in excess of an amount needed to pay debt service on the Bonds within the next 12 months (i.e. is more than one year of debt service pre-funded)?	☐ Yes ☐ No
	Were any Bond proceeds on deposit in the Improvement Fund more than three years after the Issue Date?	☐ Yes ☐ No
	If Yes to either, contact Bond Counsel and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Bond Counsel:

Gilmore & Bell, P.C.
100 N. Main, Suite 800
Wichita, Kansas 67202
Phone: (316) 267-2091
Attn: Garth J. Herrmann
Email: gherrmann@gilmorebell.com

SCHEDULE 1

DEBT SERVICE SCHEDULE AND PROOF OF YIELD



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 24, 2025

Department Park, Zoo & Cemetery

Director Approval Scott Patton

AGENDA ITEM Consider approving a grant agreement with the Kansas Department of Commerce for CDBG funding.

SUMMARY RECOMMENDATION I recommend approval of the CDBG Grant Agreement with the Kansas Department of Commerce.

BACKGROUND In May, city staff applied for a Community Development Block Grant with the Kansas Department of Commerce to fund a major renovation project on the Riverside Park playground. A public hearing for the grant application was held at the May 8th commission meeting. City staff have received notification that the city's application was successful, and \$637,200 in grant funding has been awarded for the project. To move forward with the project, KDC requires a signed grant agreement. The agreement must be submitted to the state no later than August 1st.

FINANCIAL INFORMATION The city has \$180,000 in matching funding allocated for this project, which is composed of \$155,000 in budgeted capital funding, and a \$25,000 contribution from FORPAZ, which the city has already received.

SUGGESTED MOTION I move to approve the CDBG grant agreement with the Kansas Department of Commerce for the Riverside Park Playground Renovation Project.

SUPPORTING DOCUMENTS

1. Independence 25PF009 Contract
2. Independence 25PF009 award-condition ltr 7-10-2025

STATE OF KANSAS
GRANT AGREEMENT NO. 25-PF-009
between the

STATE OF KANSAS
DEPARTMENT OF COMMERCE

and the

City of Independence

I. Grant Agreement

- A. This Grant Agreement, hereinafter called “Agreement,” is between the State of Kansas, Department of Commerce, and its representative, hereinafter called “Department” and the **City of Independence**, Kansas, hereinafter called the “Grantee.” This Agreement consists of the body and the following: CONDITION LETTER (attached hereto as Attachment A), SPECIAL CONDITIONS (attached hereto as Attachment B), and the Grantee’s APPROVED PROJECT APPLICATION dated **JULY 7, 2025**, (attached and incorporated by reference as Attachment C, a copy of which shall be maintained and available in the Department’s files) and the GRANTEE HANDBOOK (which is located at <https://www.kansascommerce.gov/wp-content/uploads/2024/11/2024-GRANTEE-HANDBOOK-10-29-2024-update.pdf> and incorporated by reference as Attachment D).

II. Authority

- A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended (42 USC 5301 et. seq.), hereinafter called “the Federal Act.” As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the federal program of Small Cities Community Development Block Grants.
- B. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee’s Community Development Program.
- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.
- D. Federal Program – Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

III. Description of Activities

Grantee agrees to perform, or cause to be performed, the work specified in the APPROVED PROJECT APPLICATION.

IV. Period of Performance

The period of performance for all activities assisted by this Agreement shall commence on **JULY 1, 2025**, hereinafter called the “Commencement Date,” and shall be complete on **JUNE 30, 2027**, hereinafter called the “Completion Date,” except those activities required for close-out and final audit.

V. Compensation

- A. In consideration of the Grantee’s satisfactory performance of the work required under this Agreement and the Grantee’s compliance with the terms of this Agreement, the Department shall provide the Grantee the total sum of **\$637,200** in Community Development Block Grant funds. Such funds shall be used by the Grantee in accordance with the Activities listed and budgeted on the APPROVED PROJECT APPLICATION and the CONTRACT PROJECT BUDGET FORM.
- B. In addition, the Grantee shall provide **\$180,000** in other sources of funds to this Community Development Program and such funds shall be used by the Grantee in accordance with the Activities and budget on the APPROVED PROJECT APPLICATION.
- C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **\$637,200**. Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.
- D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Department may terminate or amend this Agreement and will not be obligated to pay the Grantee from State revenues.

- E. It is hereby agreed that funds committed to be provided by the Department are conditioned upon the availability and use of funds to be provided by the Grantee from other sources. In the event any portion of the funds required to be provided by the Grantee pursuant to subsection (B) of this section are not made available or used for activities as listed and budgeted, the Department may, in its discretion, withdraw or reduce proportionately the funds to be provided to the Grantee.
- F. The Grantee shall not anticipate future funding from the Department beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Department to expend funds beyond the termination of this Agreement.

VI. Indemnification

The Grantee shall indemnify, defend, and hold harmless the State of Kansas and its officers and employees from any liabilities, claims, suits, judgments, and damages arising because of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

VII. Obligations of Grantee

- A. All the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the terms of written contracts. Any such contracts may be made subject to approval by the Department.
- B. Except as may otherwise be provided in the SPECIAL CONDITIONS, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.
- C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the program being assisted under this grant.
- D. The Grantee shall require any third party to comply with all lawful requirements necessary to ensure that the program is carried out in accordance with this Agreement.
- E. The Grantee shall comply with all timelines for completion of Grantee's Environmental Review and contracting responsibilities as established by the Department in the CONDITION LETTER.

VIII. Environmental Review Compliance

- A. This Agreement is subject to the requirements of the National Environmental Policy Act of 1969 (P.L. 01-190, as amended), and the environmental review procedures as set forth in 24 CFR Part 58. The Grantee shall:
 - 1. Determine the need for an environmental review;
 - 2. Conduct a formal environmental review of the project's environmental impact, if necessary, either through an Environmental Assessment or Categorically Excluded Statutory Checklist review;
 - 3. Maintain a written documentation of the environmental review determination made for the project;
 - 4. Comply with procedures, standards, and guidelines contained in federal statutes and regulations; and
 - 5. Follow required procedures in submitting a Request for Release of Funds (RROF) to the Department and in seeking certification.
- B. The obligation and utilization of the funding assistance is subject to the requirements for a release of funds by the Department under the Environmental Review procedures at 24 CFR Part 58 for any activities requiring such release.
- C. The Grantee agrees to assume all the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of the Federal Act. The Grantee shall not delegate the Environmental Review responsibilities.

IX. Program Costs

- A. The Grantee may only incur such costs as are reasonable and necessary to the Grantee's Program and as are allowable under the Department's procedures as described in the Grantee Handbook (the "Department's Procedures") and as required under 2 CFR Part 200. Cost items not specifically authorized may only be incurred after written approval by the Department.
- B. Cash and in-kind contributions made by the Grantee shall follow the criteria established by the Department's Procedures.

- C. The total “Small Cities CDBG Funds” expended for “Administration” shown in the Contract Project Budget Form shall not exceed the approved amount unless amended by all parties to this Agreement.
- D. The Grantee shall not incur costs on any program activity until the Environmental Review required under 24 CFR 58 has been completed and the Department has issued the “Notice of Release of Funds.”
- E. Any program activities performed by the Grantee in the period between notification of award and the Commencement Date shall be performed at the sole risk of the Grantee. In the event this Agreement should not become effective, the Department shall be under no obligation to pay the Grantee for any costs incurred or monies spent in connection with program activities, or to otherwise pay for any activities performed during such period. However, upon execution of this Agreement, all Program Costs incurred in connection with approved activities performed during the period of performance shall be reimbursed in accordance with the terms and conditions of this Agreement.
- F. Grant funds may not, without advance written approval by the Department, be obligated after the Completion Date except for those activities required for close-out. Obligations incurred prior to and still outstanding as of the Completion Date shall be liquidated within ninety (90) days.
- G. At any time during the period of performance under this Agreement, and upon receipt of the progress and financial reports, Final Program Report or Final Audit Report, the Department may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Department shall disallow any items of expense which are not determined to be allowable or are determined to be more than approved budget; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.
- H. If the Department disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Department may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Grantee refund the amount of the disallowed costs.

X. Requisition of Grant Funds

- A. Requisitions for cash advances shall be made on the established forms and shall not ordinarily be made more frequently than once a week or in amounts less than \$3,000 and in no more than \$200,000. Requisitions greater than \$200,000 must be pre-approved by the Department.
- B. The Grantee shall establish procedures to ensure that Treasury funds received through requisition process shall be expended within three (3) business days of receipt of the funds in the Grantee depository account.
- C. Cash advances made by the Grantee to subgrantees shall conform substantially to the same standards of timing and amount as apply to the Grantee under this Agreement.
- D. Amounts withheld from contractor to assure satisfactory completion of work shall not be paid until the Grantee has received a final payment request from the contractor and has certified the work is complete and satisfactory.
- E. The Department may terminate advance financing and require the Grantee to finance its operations with its own working capital should it be determined that the Grantee is unwilling or unable to establish procedures to minimize the time lapsing between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.

XI. Depositories for Program Funds

- A. The Grantee shall maintain a separate record for money received under the Community Development Program. The only funds that shall be included in this record are:
 - 1. Moneys received from the Department.
 - 2. Program income earned through program activities.
- B. Any interest earned on CDBG grant funds shall be remitted to the Department for subsequent return to the United States Treasury.

XII. Financial Management

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Community Development Program.

- B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:
1. Maintenance of separate accounting records and source documentation for the Community Development Program;
 2. Provision for accurate, current and complete disclosure of the financial status of the Program;
 3. Establishment of records of budgets and expenditures for each approved project;
 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
 5. Provision of financial status reports in the form specified by the Department;
 6. Compliance with the Department's audit requirements (2 CFR Part 200); and
 7. Consistency with generally accepted accounting principles unless a waiver of GAAP has been received by the Grantee from the Department.

XIII. Monitoring and Reporting

- A. The Grantee shall monitor the activities of the Community Development Program, including those of contractors and subcontractors, to assure that all program requirements are being met.
- B. The Grantee shall submit Quarterly Progress Reports to the Department. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Quarterly Progress Reports are to be submitted to the Department on or before ten (10) days after the end of each quarter. A Quarterly Progress Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule. These reports shall be in a format prescribed by the Department.
- C. The Grantee shall submit a Final Progress Report with the close-out no later than ninety (90) days following the Completion Date.
- D. From time to time, as requested in writing by the Department, the Grantee shall submit such data and other information as the Department may require.
- E. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of the Grant.

XIV. Procurement Procedures

- A. The Grantee shall use established local procurement procedures which reflect applicable federal, State, and local laws and regulations and the Department's Procedures for the establishment of procurement systems.
- B. In accordance with the procurement requirements of the Department's Procedures, the Grantee will give opportunity for free, open, and competitive bidding for each contract to be let by the Grantee that is (a) for more than \$25,000 and (b) for installation, construction, reconstruction, demolition, removal or site improvement work, or other similar work as part of the Program unless the local procurement policy is stricter. Procurement of goods and services procured with only local funds shall be governed by local procurement policies and as further described in the Department's Procedures.
- C. In accordance with the procurement requirements of the Department's Procedures, the Grantee shall follow the "competitive negotiations" requirements for the procurement of consultants and other professional services. The Grantee shall follow Small Purchases requirements for the procurement of supplies or services with costs under \$25,000, including soliciting three quotes from potential vendors.
- D. The Grantee and its subrecipients, if any, must take affirmative steps to ensure that small and minority firms and women-owned enterprises are solicited and used when possible.
- E. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered in support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

XV. Bonding Requirements

- A. When administering federal grants and subgrants, a Grantee may follow its own requirements and practices with respect to: (1) bonding of employees and contractors, and (2) insurance. In accordance with the Department's Procedures, the Department has established bonding and insurance requirements for construction or rehabilitation and the bids and contracts that exceed \$25,000. For all contracts less than \$25,000, the Grantee will follow local policies and procedures relating to bonding and insurance, however, the Department recommends some type of security be secured for these contracts. The following types of bonds are required for contracts \$25,000 and above per Department's Procedures:
- A bid guarantee from each bidder equivalent to five (5) percent of the bid price, secured by a bid bond or certified check;
 - A 100 percent "performance bond" on the part of the contractor to secure fulfillment of all the contractor's obligations under the contract; and
 - A 100 percent "payment bond" on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.
- B. The Department reserves the right to promulgate, modify and enforce bonding procedures and requirements applicable to any project.
- C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

XVI. Program Income

- A. For the purposes of this Agreement, "Program Income" is defined in 24 CFR 580.489(e). Program Income means gross income earned by the Grantee from activities supported by grants made by the Department under the provisions of the Federal Act, or as otherwise defined by the Department. Such income may include proceeds from the sale of real property, interest earned on revolving loan funds, or loan payments. Program Income does not include interest earned on cash advances from the Department.
- B. It is the policy of the Department that funds received by the Grantee considered to be Program Income shall be immediately reported and returned to the Department. The Grantee may only retain Program Income with the direct approval of the Department.

XVII. Program Close-out Procedures

- A. Program close-out is the process by which the Department determines that all applicable administrative and financial actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Department monitoring visits must be cleared prior to close-out.
- B. The Completion Date is the date specified in Section IV., Period of Performance, of this Agreement or amendment thereto, on which assistance ends for all program activities except those required to complete the close-out or the date on which the grant is suspended or terminated.
- C. The Grantee shall submit to the Department close-out documents covering the entire program within ninety (90) days of completion date. Additionally, one copy must be placed where other program documents are available for public review, and at least one copy must remain in the Grantee's files. The Department may grant extensions to the time for submission of these documents when so requested by the Grantee in writing.
- D. The Department retains the right to recover any amount of unobligated grant funds.
- E. The Grantee shall account for any property acquired with grant funds or received from the federal or state government in accordance with the Department's property management procedures.

XVIII. Termination for Convenience

- A. The Department or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- C. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed full credit for noncancelable obligations, property incurred prior to termination.

XIX. Suspension or Termination-for-Cause

- A. The Department may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Department to terminate the grant. The Department shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.
- B. The Department, after reasonable notice may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Department shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date and may initiate procedures to recapture all funds advanced to Grantee.
- C. Payments made to the Grantee or recoveries by the Department under grants which have been suspended or terminated for cause shall be in accord with the legal rights and liabilities of the parties.

XX. Audit Requirements

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the grant project. All audits must be performed by an independent qualified auditor. The audit period is identical to the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Department's Procedures, which have adopted certain aspects of 2 CFR Part 200.
 - 1. If the local government expends \$1,000,000 or more of Federal grant assistance from all programs, it must have an annual audit performed in accordance with the Audit Requirements in Subpart F of the 2 CFR Part 200. An audit is a financial and compliance audit that covers the entire operations of the local government, rather than being limited to the CDBG project or other Federal grants.
 - 2. If the local government expends less than \$1,000,000 in a fiscal year, it will be the option of the Department to determine if a project specific audit will be required. If such audit is required, it will be procured and paid for by the Department.
 - 3. Grantee's will be required to submit the "audit information form" to the Department each fiscal year. This form must be submitted to the Department by or before May 15th of each fiscal year.
- B. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than the nine months after the end of the audit period unless agreed to by the Department.
- C. If any expenditures are disallowed because of the Final Audit Report, the obligation for reimbursement to the Kansas Small Cities Community Development Block Grant Program shall rest with the Grantee.

XXI. Retention of and Access to Records

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Department's Procedures.
- B. Authorized representatives of the Department, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and the receipt of assistance under the Small Cities CDBG program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of three years after the entire State CDBG grant year you were awarded from has been closed out by HUD.
- C. Any contract or agreement entered by the Grantee shall contain language comparable to subsection (B) to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.
- D. The Grantee shall make all project files and records available to the public following the Kansas Open Records Act (K.S.A. 42-215, et. seq.) requirements. The Grantee shall be responsible for ensuring public records which are exempt from disclosure are protected.

XXII. Conflict of Interest

- A. The Department has adopted a conflict-of-interest policy that incorporates the provisions of 24 CFR 570.611 and 2 CFR 200.112. The Kansas Conflict of Interest policy can be found in the Grantee Handbook.

- B. This policy is applicable in the procurement of supplies, equipment, construction, and services by Grantees and subrecipients. The policy also covers the acquisition and disposition of real property and the provisions of assistance by the Grantee or subrecipients to individuals, businesses, and other private entities in the form of grants, loans, or other assistance through eligible activities of the program which authorize assistance.
- C. This policy shall apply to any person who is an employee, elected or appointed official, agent, consultant, officer, or any immediate family member or business partner of the above, of the Grantee, or of any designated public agencies, or subrecipients which are receiving CDBG grant funds.
- D. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one year afterward.
- E. The Grantee shall incorporate, or cause to be incorporated, in all third-party agreements, a provision prohibiting such conflict of interest pursuant to this Section.
- F. The Grantee shall not employ, nor shall permit any third party to employ, any employee of the Department.

XXIII. Equal Opportunity

In addition to all equal opportunity provisions and the Assurances incorporated by reference herein, the Grantee agrees to comply with all the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provisions to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties.

Grantee will conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., as amended).

XXIV. Fair Housing

Grantee will conform with the Fair Housing Act (42 USC 3601-20) and will affirmatively further fair housing (AFFH). The requirement to affirmatively further fair housing dictates some form of action to be taken by the Grantee, not just passive compliance with existing laws and ordinances. This requirement is applicable to all CDBG funded activities, no matter the activity, and for each year the Grantee has an open CDBG grant.

Fair housing choice is the ability of persons of similar income levels to have available to them a like range of housing choices regardless of race, color, national origin, religion, sex, familial status, or disability. Grantee must make a commitment to affirmatively further fair housing in the community as a recipient of CDBG funds.

The Grantee must:

1. Identify a local contact to be fair housing representative and contact for complaints
2. Propose AFFH activities that inform the public and for each year of open CDBG grant

XXV. Waiver of Enforcement

A waiver by the Department of the right to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce each and all the provisions herein.

XXVI. Reversion of Assets

- A. Consistent with the provisions at 24 CFR 570.703, the Grantee shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.
- B. The Grantee shall use CDBG purchased equipment for the approved project for which it was acquired and for as long as needed, whether or not the project or program continues to be supported by CDBG. The Grantee must maintain property records that include a description of the property, a serial number or like, source of funding, title holder, acquisition date, cost of property, percentage of CDBG contribution to the original purchase, the location, the use and condition of property, and disposition data. The Grantee is required to conduct a physical inventory of the property owned and controlled by the Grantee at least annually. When equipment acquired with CDBG funds is no longer needed for the original project or program, the Grantee shall follow disposition requirements found in 2 CFR 200. Equipment with a fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further responsibility to the Department or HUD.
- C. The title to supplies purchased with CDBG funds will vest upon acquisition in the Grantee. When there is a residual inventory of unused supplies valued at \$10,000 or less, in the aggregate, at the end of the period of performance, the Grantee may retain the unused supplies with no further responsibility to the Department or HUD.

XXVII. Change of Use of Real Property

- A. For real property purchased with CDBG funds, the Grantee may not change the use or planned use of any property (including the beneficiaries of such use) from that for which the acquisition or improvement was made, unless the Grantee provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either:
 - 1. The new use of the property qualifies as meeting one of the national objectives and is not a building for the general conduct of government; or
 - 2. The requirements in paragraph (B) of this section are met.
- B. If the Grantee determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (A) of this section, it may retain or dispose of the property for the changed use if the State's CDBG program is reimbursed, at the discretion of the Department. The reimbursement shall be in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property. However, if the change in use occurs five (5) years or more after the project closeout, the Grantee shall be allowed to use, or dispose of, the property with no further obligation to the Department or HUD.
- C. Following the reimbursement of the CDBG program in accordance with paragraph (B) of this section, the property will no longer be subject to any CDBG requirements.

XXVIII. Labor Provisions

- A. Except for housing rehabilitation projects on buildings designed to contain fewer than eight (8) units, each construction contract let by the Grantee pursuant to this Program shall comply with the governing federal labor standards and regulations set forth in 29 CFR Parts 1, 3, 5, 6, and 7. As such, the Grantee shall comply with all state and federal requirements pursuant to:
 - 1. Prevailing wage rates;
 - 2. Submittal of payrolls and related reports;
 - 3. Disputes concerning wage rates and classification of labor;
 - 4. Contract work hours and safety standards act overtime compensation;
 - 5. Termination; debarment; subcontractors; and
 - 6. Evidence of completion.
- B. This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and the HUD regulations issued at 24 CFR Part 75.
- C. Grantees must ensure all construction contracts more than \$2,000 comply with all applicable federal labor provisions, including:
 - 3. Section 110, Title I, Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301);
 - 4. Davis-Bacon Act (40 U.S.C. 276a – 276a-5);
 - 5. Copeland “Anti-Kickback” Act (47 U.S.C. 276c);
 - 6. Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 327-333);
 - 7. Fair Labor Standards Act – FLSA (20 U.S.C. 201 et seq);
 - 8. Title 29 Code of Federal Register (CFR), Parts 1, 2, 5, 6, and 7;
 - 9. Federal Labor Standards Compliance in Housing and Community Development Programs Administration and Enforcement Handbook (HUD Handbook No. 1344.1).
- D. All contractors are responsible for paying all employees working on a federally funded project the appropriate Davis-Bacon wage rate on a weekly basis. Other payment schedules such as bi-weekly, bi-monthly, monthly and the like are not acceptable. Contractors must submit payroll records weekly for each week in which any contract work is performed within seven (7) calendar days of the payment date. The Prime Contractor is responsible for submission of payrolls by all subcontractors.
- E. Grantees must develop a compliance and enforcement procedure that ensures all applicable labor standards requirements are met. The Grantee must designate a labor standards compliance officer to review and oversee the labor standards requirements.

XXIV. Budget Amendments and Other Changes

- A. During the implementation of the grant project, the Grantee may revise the CDBG budget line items in the CONTRACT PROJECT BUDGET FORM; provided that:
1. The cumulative effect of the revision is to not make line-item budget transfers which exceed ten percent of the total grant or \$10,000 cumulative of CDBG monies, whichever is less;
 2. The change does not increase any professional services of the CDBG approved budget;
 3. The change will not significantly change the scope, location, or objectives of the approved activities; and
 4. The change does not add or eliminate any activity.
- B. Any such changes to this Agreement shall constitute an amendment, including time extension of the completion date.
- C. The Grantee shall notify the Department if, using other funds, there is an intention to expand, enhance or add to the scope of the program covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of this program. The Department reserves the right to require an amendment to this Agreement if such is deemed necessary.
- D. Amendments to the terms and conditions of this Agreement shall not become effective unless reduced to writing, applicable standard forms submitted, passed by Resolution of the governing body, and signed by the duly authorized representative of the Grantee, and signed by the Department.
- E. **I hereby certify that I have knowledge of all activities in the above-referenced grant. I also certify that I am aware CDBG regulations prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the general conduct of governmental business. By accepting the above-referenced grant award, I certify that no portion of the above grant award violates this regulation.**

Copies or originals of all CDBG recipient files and documentation must be maintained at the recipient's principal place of business.

We, the undersigned, have read and understood the above document and hereby agree to the terms and conditions contained herein.

DATED BY THE DEPARTMENT OF COMMERCE THIS _____ DAY OF _____, 20____.

STATE OF KANSAS
DEPARTMENT OF COMMERCE

By: _____
CDBG Program
Kansas Department of Commerce

By: _____
Notary Public, State of Kansas

City of Independence Kansas
(Grantee)

By: _____
(Name) (Title)

(SEAL)

ATTEST: _____
(For the Grantee)

SPECIAL CONDITIONS

In addition to the general terms and conditions of this Agreement, the Grantee and the Department hereby agree to the following Special Conditions:

1. As provided in Section IX., Program Costs, F., the Notification of Award for the grant under this Agreement is dated **JULY 7, 2025**.
2. The Grantee shall be permitted to satisfy the program audit requirements of Section XX., Audit Requirements, by conducting a single municipal government-wide financial audit at the time of an annual audit provided for by Kansas law. Said audit will be completed on or before September 30 of each year the grant is open and one year after the grant is closed. Grantees receiving federal assistance in any fiscal year must have an audit made in accordance with 2 CFR Part 200 for such fiscal year unless exempted under 2 CFR Part 200. Those Grantees having expended \$750,000 or more of total federal funds from all sources must have an annual audit.
3. Will require each unit of local government to be distributed Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (Cranston-Gonzales National Affordable Housing Act).
4. In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.
5. The Grantee shall adhere to the Build America Buy America Act ("BABA"), as codified in 41 U.S.C. § 8301, and 2 C.F.R. Part 184 and in conformance with the Department's Procedures. Grantee understands that none of the funds provided under this award may be used for an infrastructure project unless:
 - (1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
 - (2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
 - (3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- (a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

- (1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- (2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- (3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- (4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
- (5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- (6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.
- (7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- (8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date

Official

Grantees are required to keep records until three years after the entire CDBG grant year from HUD has been closed out.

GRANTEE NAME: City of Independence

GRANT NUMBER: 25-PF-009

ACTIVITY	CDBG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
1. Public Facilities/Construction				
a. Park	\$ 637,000	\$ 112,000	Local Funds	\$ 749,000
b. Sewer/Lines/Treatment				\$ -
c. Street Improvements				\$ -
d. Drainage/Flood				\$ -
e. Center/Facility				\$ -
f. Other				\$ -
g. Acquisition, including easements				\$ -
h. Engineering Design		\$ 45,000.00	Local Funds	\$ 45,000.00
i. Construction Inspection		\$ 23,000.00	Local Funds	\$ 23,000.00
j. Architectural Services				\$ -
k. Other Professional Services				\$ -
Public Facility Activities Total	\$ 637,000.00	\$ 180,000.00		\$ 817,000.00
2. Housing Activities				
a. Housing Rehabilitation				\$ -
b. Lead-Based Paint Activities				\$ -
c. Demolition				\$ -
d. Acquisition				\$ -
e. Relocation				\$ -
f. New Construction				\$ -
g. Housing Inspection				\$ -
Housing Activities Total	\$ -	\$ -		\$ -
3. Administration				
a. Administrative Activities				\$ -
b. Legal				\$ -
c. Audit				\$ -
Administration Total				\$ -
ALL ACTIVITIES TOTAL	\$ 637,000.00	\$ 180,000.00		\$ 817,000.00

Rev. 5/2025

**CERTIFICATION OF COMPANY
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with HB 2482, 2018 Legislative Session, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in HB 2482, 2018 Legislature.

Signature, Title of Contractor

Date

Printed

Name of Company

**CERTIFICATION OF COMPANY NOT CURRENTLY ENGAGED IN
THE PROCUREMENT OR OBTAINMENT OF CERTAIN EQUIPMENT, SERVICES, OR SYSTEMS**

WHEREAS, pursuant to Public Law 115-232, Section 889 of the John S. McCain National Defense Authorization Act of 2019, “covered telecommunications equipment or services” is defined as:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (2) Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

WHEREAS, a “covered foreign country” means any of the following: (1) The People’s Republic of China, (2) The Russian Federation, or (3) any country that is a state sponsor of terrorism¹.

WHEREAS, foreign adversaries are increasingly creating and exploiting vulnerabilities in covered telecommunications equipment which store and communicate vast amounts of sensitive information and support infrastructure and emergency services, in order to commit malicious cyber-enabled actions;

WHEREAS, the unrestricted acquisition or use in the State of Kansas of covered telecommunications equipment designed, developed, manufactured, or supplied by persons owned by, controlled by, or subject to the jurisdiction or direction of foreign adversaries augments the ability of foreign adversaries to create and exploit vulnerabilities in technological equipment, services, or systems; and

WHEREAS, the State of Kansas has an interest in protecting itself against threats related to foreign adversary’s exploitation of vulnerabilities in covered telecommunications equipment.

THEREFORE, Contractor certifies that it shall not provide or procure to the State of Kansas or any agency thereof any covered telecommunications equipment either in whole or in part of any product or during the commission of any service.

FURTHERMORE, and notwithstanding any other contracts or agreements with Contractor, if Contractor has violated, misrepresented, or otherwise fails to comply with this certification document as determined by the State, the State may terminate any contract without penalty with Contractor immediately.

By signing the below, Contractor acknowledges and agrees to comply with the provisions of this policy.

CONTRACTOR

Signature, Title

Date

¹ Designations of a “state sponsor of terrorism” may be found at the U.S. Department of State website. <https://www.state.gov/state-sponsors-of-terrorism/#:~:text=Currently%20there%20are%20four%20countries,%2C%20Iran%2C%20and%20Syria.&text=For%20more%20details%20about%20State,in%20Country%20Reports%20on%20Terrorism.>

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Signature and Date

Printed Name

July 7, 2025

The Honorable Scott Smith
Mayor, City of Independence
120 N 6th St
Independence, KS 67301

RE: Award/Condition Letter for CDBG Grant No. 25-PF-009 Contract

Dear Mayor Smith:

On behalf of Governor Laura Kelly, I am pleased to award City of Independence a grant of \$637,200 through the Kansas Small Cities Community Development Block Grant program. Added to the local contribution of \$180,000, the total estimated project cost will be \$817,200. This award will provide a portion of the needed funding for your park improvements project.

A Grantee Workshop will be held via Zoom for public entities awarded funds. The Grantee is **required** to attend the entire training to receive instructions on how to begin the grant administration process and will need to have one person from the City to represent them. The workshop will be held Thursday, July 24, 2025, from 2:00 p.m. to 4:00 p.m. You can sign up for the workshop at this link: [CDBG Grantee Workshop Sign Up](#).

The CDBG funds awarded to you are contingent upon the State's receipt of funding from the U.S. Department of Housing and Urban Development. Representatives from Commerce will contact you soon to guide you through the steps required to finalize the contract between the City and the State. Please note that this award is subject to the successful fulfillment of all applicable contractual requirements.

The contract between the Grantee and the State must be fully executed by **August 1, 2025**. The official start date for this award is **July 1, 2025**. **Please note that this Award/Condition Letter is part of the CDBG contract and should be reviewed in detail.**

Neither the Grantee nor any of their representatives or contractors including public or private nonprofits or for-profit entities may commit HUD assistance to the project or a project activity until Commerce has approved the Grantee's request for the release of funds and environmental certification. Further, no Grantee or their representatives or contractors may commit non-HUD funds for an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. Examples of choice limiting activities include acquisition of real property, demolition, construction, conversion, leasing, repair or rehabilitation activities. Environmental reviews shall begin after the grant award date and must be cleared within six months from that date. Be aware that should a contract not be executed with the State, any cost incurred toward a project will be borne by the Grantee.

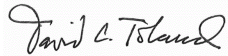
The Honorable Scott Smith
Mayor, City of Independence
July 7, 2025
Page 2

The project's construction contract must be awarded within one year from the contract start date of July 1, 2025. Failure to meet the construction contract deadline or any other program timelines may result in withdrawal of the grant.

We look forward to assisting you in implementing this project. If you have any questions related to this award, please contact Ginny Eardley of the CDBG staff at (785) 230-6319.

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

Sincerely,

A handwritten signature in cursive script, reading "David C. Toland".

David C. Toland
Lt. Governor/Secretary of Commerce

DT:GE:cav



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 24, 2025

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider awarding the 2025 Mill and Overlay Project to Emery Sapp and Sons.

SUMMARY RECOMMENDATION Approve award.

BACKGROUND Annually, the City plans to mill and overlay a portion of the streets to maintain adequate driving surfaces. The primary focus is on major streets that receive significant amounts of traffic, and Maple Street from 10th to 17th is an area that receives significant traffic but has pavement failure evident in multiple locations. Also included in the bid quantities are enough milling and paving to rehab that segment of Pine Street from 10th to 11th.

Bids were opened on July 10 at 10 A.M. The bid tab is attached. The lowest bid was from Emery Sapp and Sons in the unit price amount of \$262,291.50. Our engineering firm, GFT, has worked with the bidder before and recommends award to them. This is within 3% of the estimated total amount for the construction portion of the project.

Please note that this is a unit price contract, and the final amount will vary based on the actual quantities employed in construction.

FINANCIAL INFORMATION This \$262,291.50 project will be paid for from the Street Capital Reserve Fund.

SUGGESTED MOTION I move to approve the award of the 2025 Mill and Overlay Project to Emery Sapp and Sons, and for the execution of any necessary documents.

SUPPORTING DOCUMENTS

1. Maple Street Overlay Bid Tab

Maple Street Mill and Overlay

Bid Items			Emery Sapp and Sons			
	Unit	Quantity				
1 Mobilization	LS	1	\$	14,244.05	\$	14,244.05
2 2" Milling on Maple	SY	12000	\$	2.20	\$	26,400.00
3 HMA on Maple	Tn	1500	\$	127.75	\$	191,625.00
4 2" Milling on Pine	SY	1200	\$	4.80	\$	5,760.00
5 HMA on Pine	Tn	150	\$	161.75	\$	24,262.50
Total Base Bid Amount					\$	262,291.55

Brent Bell Construction			Bettis Asphalt		
\$	12,000.00	\$	12,000.00	\$	30,000.00
\$	5.00	\$	60,000.00	\$	4.00
\$	132.00	\$	198,000.00	\$	139.15
\$	5.00	\$	6,000.00	\$	5.30
\$	132.00	\$	19,800.00	\$	152.75
		\$	295,800.00	\$	315,997.50



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 24, 2025

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider contracting the 2025 Mill and Overlay Project observation with TranSystems.

SUMMARY RECOMMENDATION Approve contract.

BACKGROUND Annually, the City plans to mill and overlay a portion of the streets to maintain adequate driving surfaces. The primary focus is on major streets that receive significant amounts of traffic, and Maple Street from 10th to 17th is an area that receives significant traffic but has pavement failure evident in multiple locations. Also included in the bid quantities are enough milling and paving to rehab that segment of Pine Street from 10th to 11th.

As construction observation and coordination is required to provide a consistent and quality product, pricing was requested from TranSystems, Inc. A proposal was received in the amount of \$15,000, and approval is requested for this contract.

FINANCIAL INFORMATION Funds are in the 2025 budget.

SUGGESTED MOTION I move to approve the award of the 2025 Mill and Overlay Project construction observation contract to TranSystems, Inc. in the amount of \$15,000 and for the execution of any necessary documents.

SUPPORTING DOCUMENTS

1. Maple Street Overlay Observation Agreement

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

THIS AGREEMENT is made this _____ day of _____, 2025, by and between The City of Independence, Kansas (hereafter referred to as "CLIENT") and **TranSystems Corporation** (hereafter referred to as "TRANSYSTEMS").

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

Construction observation for Mill and Overlay of East Maple Street, 10th to 17th, and portion of Pine Street, West of 10th

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

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

**SECTION 1
BASIC SERVICES OF TRANSYSTEMS**

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

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

SECTION 2 ADDITIONAL SERVICES OF TRANSYSTEMS

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

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

Section 2.2 Changes in the Services.

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

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

agreements, or on a holiday customarily observed by TRANSYSTEMS; (3) the discovery of any subsurface or other conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification of applicable law by which TRANSYSTEMS is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) delay, suspension of, acceleration of or interference with, TRANSYSTEMS' performance of the Services by CLIENT or by any other person or entity including, but not limited to national, state or local governments; (6) wage, benefit or payroll tax increases due to governmental action or area agreements; (7) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than TRANSYSTEMS, if TRANSYSTEMS' performance of the Services under this Agreement depends upon such criteria or information; and/or (8) any other increase in TRANSYSTEMS' costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, a change in applicable law or any other cause beyond TRANSYSTEMS' reasonable control, then the TRANSYSTEMS' Compensation and/or the Completion Date, if any, shall be equitably adjusted and TRANSYSTEMS shall be paid, and TRANSYSTEMS' Compensation shall be adjusted by, an amount equal to the additional costs to TRANSYSTEMS resulting therefrom.

SECTION 3 CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

Section 3.6 Additional Services. When CLIENT deems it necessary or appropriate for Additional Services to be performed in connection with any phase of the Project, CLIENT shall furnish or direct TRANSYSTEMS to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

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

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

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

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

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

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

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

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

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

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

SECTION 4 PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

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

Section 4.2 Completion Date. It is anticipated that design will be completed by October 2025. . These dates are estimated, but not guaranteed.. The estimated period shall begin on the date the contract is signed, and end with the delivery fo the final product to the Owner. If the Completion Date is exceeded through no fault of TRANSYSTEMS, all rates, measures and compensation provided herein shall be subject to equitable adjustment. The Completion Date (and TRANSYSTEMS' obligation to complete the Basic Services by such date) is subject to reasonable extensions for the performance of Additional Services, Constructive Changes or other extra work and is subject to reasonable extensions for a Force Majeure Event.

Section 4.3 Timeliness of Performance. The CLIENT and TRANSYSTEMS are aware that many factors outside TRANSYSTEMS' control may affect TRANSYSTEMS' ability to complete the services to be provided under this Agreement. TRANSYSTEMS will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Section 4.4 Notice of Delay. If TRANSYSTEMS becomes aware of delays due to time allowances for

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

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

SECTION 5 TRANSYSTEMS' COMPENSATION

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

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

For Construction Engineering and Inspection Services,(CEI) CLIENT shall pay TranSystems at the rates and amount set forth in the TRANSYSTEMS Schedule of Rates and Expenses which is in effect. The maximum fee for the CEI services as described in Exhibit A shall be \$15,000.

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

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

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

Section 5.2.1 For Additional Services. As compensation for the performance of the Additional Services rendered by TRANSYSTEMS under Section 2, CLIENT shall pay TRANSYSTEMS, in

accordance with the provisions of Section 5.4, as follows:

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

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

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

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

Section 5.5 Other Provisions Concerning Payments.

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

Section 5.5.2 Payments after Termination by TranSystems. In the event of termination by TRANSYSTEMS under paragraph 7.1, TRANSYSTEMS will be paid for all Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In addition, TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional

associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

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

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

SECTION 6 OPINIONS OF COST AND SCHEDULE

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

SECTION 7 GENERAL CONSIDERATIONS

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

Section 7.1.1 Replacement of TranSystems. If TRANSYSTEMS for any reason is not allowed to complete all the services called for by this Agreement, TRANSYSTEMS shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by TRANSYSTEMS if used, changed or completed by the CLIENT or by another party.

Section 7.2 Reuse of Documents. All documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and CONSULTANTS) pursuant to this Agreement, including, but not limited to Drawings and Specifications, are instruments of service in respect of the Project and TRANSYSTEMS shall retain an ownership and property interest therein whether or not the Project is completed. Provided, however, that such documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by TRANSYSTEMS for the specific purpose intended will be at CLIENT's sole risk. The provisions of this Section 7.2 shall survive the termination of this Agreement.

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

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the

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

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

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

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

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

Section 7.5 Limitation of Responsibility, Job Site Safety/Techniques. Neither the professional activities of TRANSYSTEMS, nor the presence of TRANSYSTEMS or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. TRANSYSTEMS and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The CLIENT also agrees that the CLIENT, TRANSYSTEMS and the TRANSYSTEMS' subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. In addition, TranSystems shall not be responsible for (i) the failure of any other project party to fulfill their respective contractual responsibilities and obligations to client or to comply with Federal, State or local laws, rules, regulations or codes; (ii) for the schedules of any of the other project parties or the failure of any of the other project parties to carry out their work in accordance with their respective agreements. TranSystems shall not have control over or charge of and shall not be responsible for acts or omissions of the other project parties, or their agents or employees, or of any other persons performing portions of the work on the project.

Section 7.6 Insurance.

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

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

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

Section 7.7 Liability and Indemnification.

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

Section 7.7.2 TranSystems Indemnification.

TRANSYSTEMS agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by TRANSYSTEMS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom TRANSYSTEMS is legally liable.

TRANSYSTEMS is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

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

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

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

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

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

Section 7.8 Betterment. If, due to TRANSYSTEMS's negligence, a required item or component of the Project is omitted from TRANSYSTEMS's construction documents, TRANSYSTEMS shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will TRANSYSTEMS be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Section 7.9 Protection From Supplanting Consultant. The CLIENT warrants that any documents provided to TRANSYSTEMS by the CLIENT or by the prior consultants may be relied upon as to their accuracy and completeness without independent investigation by the supplanting consultant and that the CLIENT has the right to provide such documents to the supplanting consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

Section 7.10 Use of Logo. CLIENT grants to TRANSYSTEMS during the term of this agreement and thereafter a non-exclusive license to use CLIENT's name and logo in TRANSYSTEMS's marketing materials such as

press releases, case study briefs/project summaries, TRANSYSTEMS website or brochures. This license shall be perpetual and irrevocable for such use on all materials distributed and or printed but not yet distributed prior to termination and revocation of said license; said license shall remain in effect unless and until CLIENT shall terminate and revoke the same by giving TRANSYSTEMS 60 days advance written notice thereof whereupon at the end of said 60 days the license shall be deemed terminated.

SECTION 8 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

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

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

Exhibit A - Project Description and Basic Services

Schedule 1 - TRANSYSTEMS' Schedule of Rates and Expenses

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

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

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

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

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

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

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

Section 8.7 Representations and Remedies. TRANSYSTEMS makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY

EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement.

Section 8.8 Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party, or to a person, firm or corporation acquiring all or substantially all of the business assets of such party or to a wholly owner subsidiary of either party, but such assignment shall not relieve the assigning party of any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the TRANSYSTEMS' and CLIENT's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent TRANSYSTEMS from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

Section 8.9 Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:

Ms. Kelly Passauer
City Manager
City of Independence

If to TRANSYSTEMS:

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

:

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

Section 8.10 Interpretation.

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

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

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

licensors and related entities of such party.

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

Section 8.11 Certificates, Guarantees And Warranties. TRANSYSTEMS shall not be required to sign any documents, no matter by whom requested, that would result in TRANSYSTEMS having to certify, guarantee or warrant the existence of conditions whose existence TRANSYSTEMS cannot ascertain. The Client also agrees not to make resolution of any dispute with TRANSYSTEMS or payment of any amount due to TRANSYSTEMS in any way contingent upon TRANSYSTEMS signing any such certification.

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

Section 8.12 Execution of Documents. TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS’ risk or the availability or cost of its professional or general liability insurance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____ 2024.

City of Independence, Kansas

TranSystems

By: _____

By _____

Printed Name: _____

Printed

Name: _____

Title: _____ Title: _____

EXHIBIT "A"
Basic Services

1. Project Description:

The City desires have sections of Maple Street and Pine Street milled and overlayed. The City has Bid the project and anticipates awarding it to Emery Sapp and Sons.

2. Services:

Services can be generally described as construction observation services, and construction engineering and inspection. In addition to monitoring contractor activities on site, services will include verification of quantities and assistance with preparation of pay requests.

3. Contract Documents and Specifications: A set of contract documents and specifications has been prepared. Bid quantities and contract documents are included with the specifications.

SCHEDULE "1"
TRANSYSTEMS' Schedule of Rates and Expenses

TranSystems Corporation Schedule of Hourly Rates for 2024 Independence Office			
CLASSIFICATION	2023 RATE	CLASSIFICATION	2023 RATE
Technician V	\$175	Principal/Structural Engineer V	\$320
Technician IV	\$132	Structural Engineer IV	\$245
Technician III	\$114	Structural Engineer III	\$201
Technician II	\$91	Structural Engineer II	\$147
Technician I	\$86	Electrical Engineer IV	\$243
Scientist II	\$110	Principal/Civil Engineer V	\$389
Surveyor V	\$178	Civil Engineer IV	\$287
Surveyor IV	\$121	Civil Engineer III	\$178
Surveyor III	\$107	Civil Engineer II	\$127
Surveyor II	\$84	Civil Engineer I	\$99
Surveyor I	\$63	Principal/Engineer V	\$377
Planner IV	\$273	Engineer IV	\$280
Planner III	\$153	Engineer III	\$167
Planner II	\$100	Engineer II	\$123
Planner I	\$98	Engineer I	\$97
Industry Specialist III	\$157	Construction Services V	\$335
Industry Specialist II	\$127	Construction Services IV	\$217
Industry Specialist I	\$89	Construction Services III	\$134
Inspector III	\$240	Construction Services II	\$98
Inspector II	\$157	Construction Services I	\$69
Architect IV	\$254	Administrator II	\$102
Architect II	\$105		
<i>Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost. Vehicle mileage to be paid at the current IRS rate per mile. The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2024. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.</i>			



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 24, 2025

Department **Public Works & Utilities**

Director Approval **John Garris**

AGENDA ITEM Consider acceptance of a KAIP airport grant.

SUMMARY RECOMMENDATION Authorize acceptance.

BACKGROUND

The City applied for a Kansas Department of Transportation (KDOT) Kansas Airport Improvement Program (KAIP) grant in January, 2025. The following project was submitted and awarded to the City, and the contract is attached to this RCA:

Airport Apron Rehab Engineering:

Estimated Cost	Estimated City Match
\$150,000	\$15,000

Airport Apron Rehab Construction:

Estimated Cost	Estimated City Match
\$690,000	\$69,000

The reason that this project was proposed is that in order to maintain pavement integrity, maintenance work must be periodically performed. The FAA provides significant funding to our airport, but the apron directly adjacent to the Textron manufacturing facility is not eligible for FAA funding. However, KDOT's KAIP funding provides a source for funding for pavement maintenance in this area.

We will coordinate with Textron to minimize impacts on their operation.

FINANCIAL INFORMATION This project will require \$84,000 in City matching funds and will be paid for by the Airport Capital Project Fund.

SUGGESTED MOTION I move to authorize acceptance of the KAIP grant and to allow the execution of any necessary documents.

SUPPORTING DOCUMENTS

1. AV-2026-23 KAIP (Independence Municipal Airport) (442-25).final

KAIP
AIRPORT DESIGN, PLANNING, AND CONSTRUCTION
CITY OF INDEPENDENCE, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Independence** (the “Recipient”), collectively, the “Parties.”

RECITALS:

- A.** The Recipient has applied for, and the Secretary has approved, an airport design, planning, and construction project to rehabilitate north asphalt apron pavement for the Independence Municipal Airport, a Public Use General Aviation Airport as defined by K.S.A 75-5061(e).
- B.** The Secretary has approved the use of Kansas Airport Improvement Program (KAIP) funds from the State’s General Aviation Airport Development Fund for this purpose, limited to the scope of the Project, as further described below.
- C.** The Secretary and the Recipient are empowered by the laws of Kansas to enter into agreements for the construction, planning, and maintenance of the Airport.
- D.** The Secretary and the Recipient desire to enter into this Agreement to participate in the cost of the Project through the use of state and local funds.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I: DEFINITIONS

The capitalized terms below have the following meanings when used in this Agreement:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, both attached and incorporated by reference, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“Airport”** means Independence Municipal Airport, a Public Use General Aviation Airport, located at 499 Freedom Drive, Independence, KS 67301.

3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building, or pavement; and/or any drainage, dredging, excavation, grading, or similar work upon real property.
4. **“Construction Contingency Items”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, and/or demolishing any structure, building, or pavement; and/or any drainage, dredging, excavation, grading, or similar work upon real property.
5. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation, and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained to perform consulting or design services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project, and any subcontractors working for the Contractor or the Recipient with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement and as approved by the FAA.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Expiration Date”** means one hundred twenty (120) days after the date the grant offer letter is mailed by the Secretary.
11. **“FAA”** means the Federal Aviation Administration, a federal agency of the United States.
12. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and

Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq.*, Hazardous Waste.

13. **“KAIP”** means the Kansas Airport Improvement Program, administered by KDOT’s Division of Aviation.

14. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.

15. **“Letting” or “Let”** means the process of receiving bids prior to an award of a Construction contract for any portion of the Project.

16. **“National Plan of Integrated Airport Systems (NPIAS) Airport”** as defined and designated by the FAA; the current list of which may be found at https://www.faa.gov/airports/planning_capacity/npias/current/.

17. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, reasonably determines are not Participating Costs.

18. **“Participating Costs”** means expenditures for items or services for the construction, planning, and maintenance of the Airport which are an integral part of the Project, as reasonably determined by the Secretary.

19. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Recipient.

20. **“Preliminary Engineering” or “PE”** means pre-construction activities including, but not limited to, design work, generally performed by a consulting engineering firm that takes place before Letting.

21. **“Project”** means all phases and aspects of the endeavor that is the subject of this Agreement to be undertaken by the Recipient, being: rehabilitate north asphalt apron pavement. The Recipient’s application for the Project is attached hereto and is incorporated into this Agreement by this reference.

22. **“Project Limits”** means that area of the Project, including all areas between and within the Right of Way boundaries as shown on the final Design Plans.

23. **“Public Use General Aviation Airport”** means any airport, as defined in K.S.A. § 75-5061(e), available for use by the general public for the landing and taking off of aircraft but shall not include any airport classified as a primary airport by the Federal Aviation Administration (FAA).

24. **“Recipient”** means the City of Independence, Kansas, a public agency that is authorized to own and operate the airport, with its place of business at 120 N 6th Street, Independence, KS 67301.

25. **“Right of Way”** means the real property and interests therein necessary for construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the final Design Plans.

26. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.

27. **“Useful Life Period”** means a sufficient period of time, as specifically designated in this Agreement in Article IV to secure the investment of KAIP funds in the Project based on the nature and magnitude of Project costs and generally accepted economic or useful life cycle norms for the type of Construction involved in the Project.

ARTICLE II: FUNDING

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all unforeseeable elements of cost within the defined project scope identified after the Construction phase commences (“Construction Contingency Items”). The Parties agree costs and contributions reflected below are for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	90% of Participating Costs of Preliminary Engineering (PE), not to exceed \$72,000.00
	90% of Participating Costs of Construction, not to exceed \$684,000.00
Recipient	10% of Participating Costs of PE until the Secretary’s funding limit is reached
	100% of Participating Costs of PE after the Secretary’s funding limit is reached
	10% of Participating Costs of Construction until Secretary’s funding limit is reached
	100% of Costs of Construction after Secretary’s funding limit is reached
	100% of Costs of Non-Participating Costs

ARTICLE III: SECRETARY RESPONSIBILITIES

1. **Reimbursement Payments.** The Secretary agrees to make such payment to the Recipient as soon as reasonably possible after the Project is completed and after receipt of proper billing and certification by the Recipient that the Project was constructed within substantial compliance of the approved plans and specifications. The Secretary reserves the right to retain up to five percent (5%) of the Secretary's maximum participation until the Recipient completes its obligations under this Agreement to the satisfaction of the Secretary.
2. **Verification of Project Start.** The Secretary shall not reimburse the Recipient until the Secretary receives verification from the Recipient that the Project is underway. Verification for the Project may consist of evidence of construction, proof of hiring any Consultant or Contractor for the Project, or other method deemed acceptable by the Secretary's authorized representative. Failure to submit verification that the Project has been started within two (2) years of the effective date shall result in the Secretary cancelling the Project. Permission to delay the Project start must be approved by the Secretary and evidenced by a supplemental agreement executed by both Parties.

ARTICLE IV: RECIPIENT RESPONSIBILITIES

1. **Accounting.** Upon request by the Secretary, the Recipient will provide the Secretary an accounting of all actual Non-Participating Costs associated with the Project which are paid directly by the Recipient to any party outside of the Secretary and costs incurred by the Recipient not to be reimbursed by the Secretary. This will enable the Secretary to report all costs of the Project to the legislature.
2. **Audit.** The Recipient will participate and cooperate with the Secretary in an annual audit of the Project. The Recipient shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments that have been made with state funds by the Recipient for items considered Non-Participating Costs, the Recipient shall promptly reimburse the Secretary for such items upon notification by the Secretary.
3. **Conformity with Federal Requirements.** The Recipient shall design, or contract to have designed, the Project in conformity with the current Federal Aviation Administration (FAA) airport design standards and the rules and regulations of the FAA pertaining thereto. The Recipient agrees that all airport planning and environmental activities associated with this grant shall be conducted in accordance with FAA written policy or policies governing the Recipient's airport projects and the sequence thereof, including those that govern projects for a National Plan of Integrated Airport Systems (NPIAS) airport, where applicable.

4. **Consultant Contract Language.** The Recipient shall include language requiring conformity with Article IV, paragraph 3 above, in all contracts between the Recipient and any Consultant with whom the Recipient has contracted to perform services for the Project. In addition, any contract between the Recipient and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, paragraph 3 above. In addition, any contract between the Recipient and any Consultant with whom the Recipient has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

a. **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

b. **Progress Reports.** Language requiring the Consultant to submit to the Recipient (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

c. **Third-Party Beneficiary.** Language making the Secretary a third-party beneficiary in the agreement between the Recipient and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the Recipient and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the Recipient or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the Recipient from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

5. **Design and Specifications.** The Recipient will prepare, or contract to have prepared, Design Plans for the Project, Let the contract, construct the Project in accordance with the final Design Plans, inspect the Construction, and administer both the Project and the payments due the Contractor, including the portion of cost borne by the Secretary. The Recipient shall separate and list apart the Participating Cost bid items from Non-Participating Cost bid items on both the final Design Plans and the bid documents.

6. **Final Acceptance.** The Recipient shall obtain final acceptance and certification of the Project through KDOT’s Division of Aviation.

7. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Recipient will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Recipient, the Recipient's employees, agents, subcontractors, or its consultants. The Recipient shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.
8. **Hazardous Waste.** The Recipient agrees to the following with regard to Hazardous Waste:
- a. **Removal of Hazardous Waste.** The Recipient shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The Recipient shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The Recipient will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency (EPA), State of Kansas environmental laws and regulations, and local agency standards where the Hazardous Waste is located.
 - b. **Responsibility for Hazardous Waste Remediation Costs.** The Recipient shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.
 - c. **Hazardous Waste Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Recipient shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the Recipient in undertaking cleanup or remediation for any Hazardous Waste.
 - d. **No Waiver.** By signing this Agreement, the Recipient has not repudiated, abandoned, surrendered, waived, or forfeited its right to bring any action, seek indemnification, or seek any other form of recovery or remedy against any third-party responsible for any Hazardous Waste on any Right of Way within the Project limits. The Recipient reserves the right to bring any action against any third-party for any Hazardous Waste on any Right of Way within the Project limits.

9. **Indemnification by Contractors.** The Recipient agrees to require any Contractor to indemnify, hold harmless, and save the Secretary and the Recipient from personal injury and property damage claims arising out of the act or omission of any Contractor, any Contractor's agent, subcontractors, or suppliers. If the Secretary or the Recipient defends a third-party's claim against any Contractor, said Contractor shall indemnify the Secretary and the Recipient for damages paid to the third-party and all related expenses either the Secretary or the Recipient or both incur in defending the claim.
10. **Inspection of Records.** During Project execution, representatives of the Secretary may make periodic inspection of the Project and the records of the Recipient as may be deemed necessary or desirable. The Recipient will direct or cause its Contractor to accomplish any corrective action or work required by the Secretary's representative as necessary to the performance of this Agreement.
11. **Legal Authority.** By signature on this Agreement, the signatory certifies they have legal and actual authority as representative and agent for the Recipient to enter into this Agreement on its behalf. The Recipient agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.
12. **Maintenance.** When the Project is completed and final acceptance is issued the Recipient will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by KDOT's Division of Aviation of any unsatisfactory maintenance condition, the Recipient will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is completed to the Secretary's satisfaction.
13. **Performance Bond.** The Recipient has the discretion to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.
14. **Prevailing Wages.** The Recipient will require the Contractor to pay prevailing wages. The Recipient will incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The Recipient can obtain the current wage decision from KDOT's Bureau of Construction and Materials website.
15. **Preventive Maintenance.** The Recipient agrees to implement, or work with the Airport to implement, an airport pavement management program which assures preventive maintenance for construction, reconstruction, replacement, and maintenance for projects which utilize KAIP funds.
16. **Project Administration.** The Recipient shall be responsible for undertaking and completion of the Project. Immediately after the Project is Let, the Recipient shall notify KDOT's Division of Aviation of the Letting date, the total contract amount, and any other requested information related to the Project.

17. **Project Modification.** Any of the following Project changes require the Recipient to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be Let
- b. Project description
- c. Project scope

During Construction, the Recipient shall notify the Secretary of any changes in the plans and specifications, which will require the written approval of the Secretary.

18. **Responsibility for Adequacy of Design.** The Recipient shall be responsible for, and require any Consultant retained by it to be responsible for, the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the Recipient's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, any construction Contractor, the Recipient, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the Recipient.

19. **Submission of Design Plans to Secretary.** If requested, the Recipient will furnish to KDOT's Division of Aviation one (1) set of final Design Plans.

20. **Useful Life.**

a. **Assurance Clause.** At any time that the public is not allowed access to the Airport, the Recipient shall reimburse the Secretary a prorated amount based on a ten (10) year Useful Life of the Project. This assurance clause shall be valid and enforceable for ten (10) years from the date that the final payment is authorized. This provision shall only apply to closure for non-airport purposes.

b. **Useful Life Period.** The Parties agree the Useful Life Period of the Project is ten (10) years, commencing on the date the Secretary gives notice of final acceptance of the Project.

c. **Change in Public Use.** After the Project is completed and during the entire Useful Life Period, the Airport shall remain open for public use. Any change in the public use of the real property for the Project will require written approval from the Secretary.

d. **Recapture of State Investment.**

(i) During the first five (5) years of the Useful Life Period, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (b) above, then the Recipient shall pay to the Secretary one hundred percent (100%) of the funds invested in the Project.

(ii) Following the first five (5) years of the Useful Life Period and until the Useful Life Period expires, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (b) above, then the Recipient shall pay to the Secretary as recapture of funds invested in the Project an amount, which will be determined according to the following formula:

$$\frac{\text{Total Amount of State and/or Federal Funds Invested in the Project}}{\text{Entire Useful Life Period for the Project}} \times \frac{\text{Number of Full Years Remaining in the Useful Life Period at the Time of unauthorized change in use}}{\text{Recapture Amount}} = \text{Recapture Amount}$$

(iii) Any payments due to the Secretary pursuant to this subparagraph (d) shall be made within ninety (90) days after receipt of billing from the Secretary's Chief of Fiscal Services unless an extension is granted by the Secretary.

21. **Utilities.** The Recipient will move or adjust, or cause to be moved or adjusted, all Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented. The expense of such removal or adjustment shall be borne by the owner or the Recipient.

ARTICLE V: GENERAL PROVISIONS

1. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Recipient and their successors in office.

2. **Certification of Compliance.** The Recipient agrees to certify that it is in compliance with K.S.A. 46-239(c) by signing the Certificate of Compliance Attachment, which is attached hereto and made a part of this Agreement.
3. **Certification Regarding No Boycott of Israel.** The Recipient agrees to certify that it is in compliance with K.S.A. §§75-3740e and 3740f, by signing the Certification of Company Not Engaged in a Boycott of Goods or Services from Israel Attachment, which is attached to and made a part of this Agreement.
4. **Certification Regarding Sexual Harassment.** The Recipient agrees to comply with Executive Order 18-04 (February 5, 2018), by signing the Policy Regarding Sexual Harassment Attachment, which is attached to and made a part of this Agreement.
5. **Civil Rights Act.** The Civil Rights Act Attachment, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
6. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to the Project.
7. **Contractual Provisions.** The provisions found in the Contractual Provisions Attachment (Form DA-146a), which is attached hereto, are incorporated into, and made a part of this Agreement.
8. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
9. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not deemed to control or affect the meaning or construction or the provisions herein.
10. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.
11. **No Assignment.** The Recipient shall not transfer or assign all or any rights or obligations existing under this Agreement without the prior written approval of the Secretary.
12. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
13. **Offer Expiration.** The Secretary's offer to fund the Project, subject to the terms of this Agreement, is contingent upon the Recipient executing this Agreement on or before the Expiration Date. In the event the Recipient fails to execute this Agreement on or before the Expiration Date, the Secretary will not be obligated to fund the Project and the Secretary may cancel the Project. If

the Recipient wishes to extend the Expiration Date, the Recipient must submit a written extension request to the Secretary at least forty-five (45) days prior to the Expiration Date. After receiving the request, the Secretary may extend the Expiration Date by providing written notice to the Recipient.

14. **Project Limits.** It is mutually agreed the Project will be constructed within the limits of the Airport.

15. **Severability.** If any provision of this Agreement, including any attachments hereto, is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

16. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

Recipient

Kansas Department of Transportation

(Signature) (Date)

Calvin E. Reed, P.E. (Date)
Secretary of Transportation

(Print Name)

(Title)

Approved as to form:

KANSAS DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239(c) ATTACHMENT

Kansas law (K.S.A. 46-239(c)) requires the Kansas Department of Transportation to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

Legislator name _____

Business phone _____

Address (Street, City, State, Zip Code)

Purpose of Employment: _____

Method of determining compensation: _____

or

_____ No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is part of this transaction.

By: _____

Date: _____

Contract/
Project No: _____
(if applicable)

County: _____
(if applicable)

**CERTIFICATION OF COMPANY
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with K.S.A. 75-3740f, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in K.S.A. 75-3740e and 75-3740f.

Signature, Title of Contractor

Date

Printed

Name of Company

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Signature and Date

Printed Name

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term “Contractor” is understood to include the Contractor, the Contractor’s assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor’s obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the non-State Agency Contracting Party's standard contract form, that form must be altered to contain the following provision:

The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 05-25), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.

The Parties agree that the following provisions are hereby incorporated into the Contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation or Funding Source:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this Contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause:** The non-State Agency Contracting Party agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the non-State Agency Contracting Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration; (f) the non-State Agency Contracting Party agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) the non-State Agency Contracting Party agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the non-State Agency Contracting Party has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the Contract may be canceled, terminated, or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration.
6. **Acceptance of Contract:** This Contract shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this Contract shall find that the Contracting State Agency has agreed to binding arbitration, or the payment of damages or penalties. Further, the Contracting State Agency does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the Contracting State Agency at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The Contracting State Agency shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract.
10. **Insurance:** The Contracting State Agency shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this Contract, nor shall this Contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the non-State Agency Contracting Party shall bear the risk of any loss or damage to any property in which the non-State Agency Contracting Party holds title.

11. **Information:** No provision of this Contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the Contracting State Agency to reiterate that nothing related to this Contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Restricted Funding Source:** The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.

1. Select airport:

Independence Municipal Airport - IDP

▼

2. Enter airport sponsor's name (name of the entity or governing body that owns and operates the airport):

City of Independence, Kansas

3. Enter sponsor's mailing address (legal address for the governing body or entity that owns and operates the airport) :

120 N 6th Street Independence, KS 67301

4. Enter sponsor's point of contact (last name, first name):

Garris, John

5. Enter sponsor's point of contact title:

City Engineer

6. Enter sponsor's point of contact email address:

engineer@independencesks.gov

7. Enter sponsor's point of contact phone number:

620.332.2542

8. Name and title of individual completing this grant application - must be sponsor or sponsor's employee with consent of the sponsor (last name, first name, title):

Garris, John, City Engineer

9. Select grant type:

- ☒ System preservation, modernization, or design/planning projects: (90/10)
- ☐ Equipment and hangar/building projects: (50/50)
- ☐ State participation in local match to Federally-funded preservation, modernization, or design/planning project (50/50)

10. Total project cost:

840,000

11. Federal contribution (if applicable) :

0

12. Requested KDOT contribution:

756,000

13. Sponsor contribution:

84,000

14. Project title:

Please use the following naming conventions:

- designate runway and taxiway names (*Ex: resurface Runway 17/35*)
- designate areas of related projects (*Ex: replace lights on west side of runway, replace lights on south 1500' of runway*)
- if the project has two parts, use the same title with the tags attached (*Ex: (DESIGN) Pave Taxiway A, (CONSTRUCTION) Pave Taxiway A*)
- rank multiple applications from the same airport in order of need following this example: *(1) resurface Runway 17/35, (2) (DESIGN) Pave Taxiway A, (3) (CONSTRUCTION) Pave Taxiway A*. Please submit a single project per application.

Rehabilitate North Asphalt Apron Pavement

15. Project narrative description. Include as much detail about the project. You may also attach a narrative document later in this survey.

The north apron at IDP serves a vital purpose to the local economy and state economy. The pavement in question (see the associated project exhibit detailing the proposed project area), generally located north of the general aviation apron, is heavily utilized by one of the three largest employers in Montgomery County, Kansas - Textron Aviation. Their facility located at the airport employees over 500 individuals and serves a critical role to the local and state economy by building and delivering Cessna piston aircraft, Caravan turboprops, and the Citation M2 jet. Maintaining the apron in good condition is vital to ensuring that Textron, as well as other operators at the airport, can utilize this infrastructure for several years to come and prolonging the useful life of the pavement. The KDOT Aviation 2022 Airport Pavement Management Plan did not study this section of pavement and therefore there is not published PCI data to reference. Through multiple site visits by our engineering consultant, Lochner, they've determined that the pavement distresses observed visually are those representative of PCI values between 60 and 70. Since the asphalt is an overlay of the old World War II concrete beneath, reflective cracking is persistent throughout. There are signs of oxidation and the previously applied surface sealer and pavement markings are showing signs of wear. This project will seal all of the joints and cracks, patch any areas (if needed), and a surface seal coat application will be applied along with new pavement markings.

16. Upload any additional media or documentation supporting project narrative such as a detailed narrative, engineer's estimate, contractor estimate, airport layout drawings, letters of support, airport diagrams illustrating improvement areas (one file per question, additional upload opportunities available below):

[IDP%20Apron%20Rehab%20-%20Budget%20and%20Estimate.pdf](#)
131.3KB
application/pdf

17 *Project Info.* Does the airport have a noted pavement deficiency (such as aircraft movement areas with a pavement condition index below 65 as listed on the airport's pavement management plan located at <https://bikdotaviation.azurewebsites.net/>) and does the project address the deficiency?

- ☒ Yes, the airport has pavement that is 65 pci or lower and the project does address a pavement deficiency
- ☐ Yes, the airport has pavement that is 65 pci or lower but the project does not address a pavement deficiency
- ☐ Yes, the airport has pavement that is 65 pci or lower and the deficiency is being addressed by the airport sponsor.
This project is another high priority project for the sponsor (provide details in narrative).
- ☐ Yes, the airport has pavement that is 65 pci or lower that is not being addressed by this or any other project.
- ☐ No, the airport does not have pavement that is 65 pci or lower.
- ☐ N/A, airport is unpaved

18 *GRANT SUPPORT.* Number of new jobs created as a direct result of this airport improvement (*Note: if using this box, a letter of agreement from company of employment will be required to be uploaded on a later page or the answer will be discarded*):

0

19. Upload any additional media or documentation supporting new jobs discussed above (one file per question):

20 Outreach . Describe any aviation education, outreach, or community engagement conducted by the airport within the previous 12 months (Note: you may upload a document containing pictures of the outreach events to the next question).

21. Upload any additional media, photos, or documentation showing airport's outreach and community engagement efforts (one file per question):

22. Upload any additional media or supporting documentation. Ex: photos, airport layout drawings, letters of support, airport diagrams illustrating improvement areas (one file per question):

[IDP%20Apron%20Rehab%20-%20Exhibit.pdf](#)
1.4MB
application/pdf

23. Upload any additional media or supporting documentation. Ex: photos, airport layout drawings, letters of support, airport diagrams illustrating improvement areas (one file per question):

[IDP%20Apron%20Photos.pdf](#)
8.1MB
application/pdf

ACKNOWLEDGEMENT 1: It is understood that if this project is approved, the Kansas Department of Transportation will participate in the project cost at the rate identified in the KAIP Program Guidelines as published on the KDOT Aviation website (<https://aviation.ks.gov>). The Sponsor will be responsible for letting the contract for bids and supervising construction. The Sponsor is also responsible for all maintenance and sustainment of this airport improvement throughout the duration of grant assurances prescribed by contract.

- ☒ Yes
☐ No

ACKNOWLEDGEMENT 2. By completing this grant application, the sponsor acknowledges having sufficient local funds and local support to use those funds to meet the minimum local match responsibility outlined above for the project scope as submitted.

Sponsor acknowledges being able to start the project within two (2) years of grant award and completing the project within one (1) year of starting the project. Sponsor also acknowledges that if the application is for a phased project, that selection of any phase of the project does not in any way guarantee funding of future phases for that project.

☒ Yes

☐ No

CERTIFICATION. I hereby certify that the information contained in this grant application is true, complete, and correct to the best of my knowledge and belief. I certify that I have the authority to act on behalf of the airport sponsor with respect to completing this grant application. I acknowledge that any misrepresentation or omission of a material fact with respect to the grant application may void this grant application and may impact future applications depending on severity.

Signed (Last name, first name) :

Garris, John

This concludes the application process.

Please click "Next" to submit this form.

Location Data

Location: [\(37.2304, -95.7004\)](#)

Source: GeolIP Estimation



TOTAL PROJECT BUDGET

INDEPENDENCE MUNICIPAL AIRPORT (IDP) INDEPENDENCE, KANSAS

REHABILITATE (SEAL CRACKS, SEAL COAT, RE-MARK) ASPHALT APRON PAVEMENT

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

December 18, 2024

ESTIMATED PROJECT COSTS

Engineering Services

Design Phase Services (Est.)	\$	80,000.00
Construction Phase Services (Est.)	\$	70,000.00
Subtotal	\$	150,000.00

Construction

Construction Costs (Est.)	\$	690,000.00
Subtotal	\$	690,000.00

TOTAL PROJECT COSTS (EST.)	\$	840,000
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ESTIMATED FUNDING SPLIT

(Based on 90/10 Split)

Local Cost

KDOT Cost *

Total Cost

TOTAL PROJECT COST SPLIT (EST.)	\$	84,000	\$	756,000	\$	840,000
--	-----------	---------------	-----------	----------------	-----------	----------------

* Total KDOT share cannot exceed \$800,000 maximum share. Any amount exceeding \$800,000 would be Sponsor's responsibility to fund.

INDEPENDENCE MUNICIPAL AIRPORT (IDP) INDEPENDENCE, KANSAS

FFY2026 KAIP APPLICATION

REHABILITATE (SEAL CRACKS, SEAL COAT, RE-MARK) ASPHALT APRON PAVEMENT

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

December 18, 2024

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	Mobilization (NTE 10% of Total Bid Amount)	1	L.S.	\$ 59,100.00	\$ 59,100.00
2	Temporary Marking, Lighting, and Barricades	1	L.S.	\$ 20,000.00	\$ 20,000.00
3	Clean and Seal Joints and Cracks in Asphalt Pavement (0.25" to 1.5")	70,000	L.F.	\$ 2.25	\$ 157,500.00
4	Clean and Seal Joints and Cracks in Asphalt Pavement (> 1.5")	10,000	L.F.	\$ 8.00	\$ 80,000.00
5	Pavement Friction Seal Coat Surface Treatment	100,800	S.Y.	\$ 3.25	\$ 327,600.00
6	Surface Preparation, Pavement Marking Removal	7,400	S.F.	\$ 2.00	\$ 14,800.00
7	Permanent Reflectorized Pavement Marking (Yellow)	5,000	S.F.	\$ 2.50	\$ 12,500.00
8	Permanent Non-Reflectorized Pavement Marking (Yellow)	2,400	S.F.	\$ 2.50	\$ 6,000.00
9	Temporary Non-Reflectorized Pavement Marking (Yellow)	5,000	S.F.	\$ 2.50	\$ 12,500.00
TOTAL CONSTRUCTION COSTS (EST.)					\$ 690,000.00

Rehabilitate (Seal Cracks, Seal Coat, and Re-Mark) Asphalt Apron Pavement

Drawing Name: I:\A\VENAIRPORTS\KANSAS\Independence (IDP)\ACIP DATA SHEET\FY2025\ACAD\IDP CIP.dwg Dec 18, 2024 - 8:28am



REHABILITATE ASPHALT APRON PAVEMENT

DESIGNED BY IJW	DRAWING NAME INDEPENDENCE FY26 KAIP	PROJECT NO.
CHECKED BY	SCALE NO SCALE	REVISION DATE

SHEET 1
ISSUE DATE 12/17/2024



Existing Condition of North Apron



Existing Condition of North Apron



Existing Condition of North Apron



Existing Condition of North Apron



Existing Condition of North Apron



Existing Condition of North Apron



REQUEST FOR COMMISSION ACTION CITY OF INDEPENDENCE July 24, 2025

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider selection of strategic scope for HVAC/generator at Memorial Hall.

SUMMARY RECOMMENDATION Select scope for final design.

BACKGROUND

The City has entered into a contract with LS&A, P.A. as our engineering firm to work through the refurbishment of the HVAC systems. During the design, the following scope questions came up. First, what do we want to do with our HVAC system? The options are listed below.

Scenario	Cost (+/-30%)	Description	Pros:	Cons:
Continue As-Is	\$ -	As-is.	Lowest cost.	Both chiller system and condenser system are at end of life.
Provide New 130-Ton Chiller	\$ 360,000	Install new chiller to replace outdoor chillers (\$360,000), no new condenser system for stage.	Lower cost, internal redundancy.	Stage requires periodic coolant replacement (until failure).
Provide New 130-Ton Chiller Plus Replace Condenser System	\$ 425,000	Install new chiller to replace outdoor chillers (\$360,000), new condenser system (\$75,000) for stage.	All areas covered, internal redundancy.	
Provide New 160-Ton Chiller Plus Condenser System Conversion	\$ 525,000	Install new chiller to replace outdoor chillers (\$375,000), and replace condenser system with chilled water (\$150,000) for stage.	System has internal redundancy (can run at 50%), easier to operate.	Marginal incremental benefit.
Provide Two 70-Ton Chiller Plus Replace Condenser System	\$ 550,000	Install new chiller to replace outdoor chillers (\$475,000), new condenser unit and coil (\$75,000) for stage.	Provides some minor system redundancy.	Marginal incremental benefit.

The first option, **Continue As-Is** will lead to Memorial Hall being climate uncontrolled, and will lead to building degradation. As such, it is recommended that this scenario be disregarded unless abandonment of Memorial Hall is contemplated.

The second option, **Provide New 130-Ton Chiller** to replace the existing chiller system is the lowest cost project to maintain building climate integrity. It does not, however, address the condensing system that provides cooling to the stage. This system has a leak and requires an evacuation and recharge at each use to maintain comfortable conditions on stage during performances. This recharge costs several hundred dollars each time it is done, and eventually the system will cease to have the ability to retain coolant.

The third option, **Provide New 130-Ton Chiller Plus Replace Condenser System** is the lowest cost to address the entire building HVAC issue.

The last two options have marginal incremental benefits, cost more, but can be discussed if requested.

Second, on electrical, the scope options are as follows:

Scenario	Cost (+/-30%)	Description	Pros:	Cons:
Continue As-Is	\$ -	As-is, based on emergency egress.	Lowest cost.	Limited shelter usage during power outages in inclement weather.
Add Basement Air Handlers, Select Receptacles	\$ 37,000	Provides basement heat for emergencies (shelter).	Provides cold-winter shelter for extended power outages.	
Add Basement Lighting, Air Handlers, Receptacles, Same Size Generator	\$ 137,000	Provides full basement use.	Provides cold-winter shelter for extended power outages.	Minimal added functionality compared to \$37,000 option.
New Generator: All Loads Except: Cooling, Stage Rigging, Theatrical Lighting	\$ 315,000	Provides full basement use, full non-stage lighting, no cooling.	Allows full building use for extended power outages during winter conditions.	No cooling for summer conditions.
New Generator: As Above, Plus Limited Cooling	\$ 386,000	As above adds approximately 33% of cooling capacity.	Allows full building use for extended power outages during winter conditions, some hot-weather relief.	Some discomfort, management of load required.

New Generator: As Above, Near Fully Functional	\$ 475,000	As above, near-normal operation.	Allows near-full building used for extended power outages.	Management of load required.
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The first option for electrical backup, **Continue As-Is** is a viable scope. It is the lowest cost, but does not include creating a building that would be a useful shelter during, for instance, a longer-term power outage during winter. It is the lowest cost, and was likely sized for building egress in the event of an emergency.

The second option, **Add Basement Air Handlers**, Select Receptacles provides a heated basement for emergency winter use during periods of extended (days) power outage, as well as low-level lighting and availability of some wall outlets. This scope consists of wiring changes to use the building as a shelter. It also provides heat into the building during extended power outages which will protect some (but not all) components from freezing during extended power outages.

The third option, **Add Basement Lighting, Air Handlers, Receptacles, Same Sized Generator** provides full basement use during power outages, but that is a relatively minimal increase in capacity for the additional \$100,000 cost.

The fourth option, **New Generator: All Loads Except Cooling, Stage Rigging, Theatrical Lighting** provides full heating of the building for large capacity crowds during an extended power outage.

The fifth option, **New Generator: As Above, Plus Limited Cooling** provides some cooling so that Memorial Hall could be an all-weather shelter during extended periods without power.

The sixth option, **New Generator: As Above, Near Fully Functional** allows near-normal function of the building during extended power outages.

For all scenarios, all costs listed are estimated construction costs, and do not include the existing engineering contract.

FINANCIAL INFORMATION No costs are associated until bid prices are received.

SUGGESTED MOTION I move to select the _____ option for HVAC scope in the amount of _____, and the _____ option for electrical scope in the amount of _____.

SUPPORTING DOCUMENTS



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 24, 2025

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider authorizing changes to Maple Street Contract for stormwater and final paving work near the railroad.

SUMMARY RECOMMENDATION Authorize changes.

BACKGROUND After bid and award of the Maple Street Contract, a review of the storm sewer downstream of the connection point showed that there was ballast (large stone) from the railroad bed above inside the stormwater pipe. The implication is that the stormwater pipe has been breached in the vicinity of the Union Pacific railroad bed and that the stormwater system has the potential to impact the integrity of the rail bed over time. As such, it is recommended to drill a new stormwater pipe to replace this existing line.

At the January 26, 2023 City Commission meeting, a change order was approved to bore under the railway. A delay in getting the right-of-way necessary for the installation has caused the costs for that change order to escalate.

The contractor (Bettis Asphalt & Construction, Inc.) has requested an additional \$51,768.00 in Change Order 008 for this work. The alternatives were to re-bid the work or increase the funds associated with this change order. The City requested Shawn Turner from GFT (formerly TranSystems) to provide his recommendation. It follows in italics:

A summary of the Maple Street UPRR boring Change Orders follows:

- 1. Change Order No 5 originally covered the boring and was in the amount of \$353,740 and was executed in January, 2023. This Change Order included \$8,620 in general contractor markup (about 2.4%).*
- 2. The boring was substantially delayed to obtain the UPRR boring permit and easements, all of which have now been obtained.*
- 3. Due to the delay, the contractor requested an additional \$51,768. Note that this amount is direct from the subcontractor, and the general contractor has agreed to no additional markup. This increases the amount of the boring to \$405,508. (\$353,740 plus \$51,768)*
- 4. The subcontractor has provided information regarding cost increases, including from material suppliers, which are attached (RCA note: 11 files submitted are omitted on this for brevity, but available on request for review).*

We have reviewed the documentation provided for the additional \$51,768. We believe the requested increases are reasonable given the time delay from the original proposal and recent

volatility in the construction market. The alternative to not accepting additional change order, is to cancel both CO#5, reject this request and prepare a bid package for this portion of the contract. We estimate that our fees to prepare the bid package, and advertise and bid this portion would be approximately \$20,000. If we were to re-bid this portion of the project, there is no guarantee we would receive a favorable bid, or any bid at all. Working with the UPRR is particularly difficult at times, and sometimes reduces the bidder interest.

Based on our review, we recommend approving the Change Order Number 8 for an additional \$51,768.

Based upon the need to ensure railbed integrity plus the recommendation, it is recommended to approve the attached change order.

FINANCIAL INFORMATION This additional \$51,768 will be funded from the Street Capital Reserve Fund (Fund 22).

SUGGESTED MOTION I move to authorize Change Order 008 for the stormwater and railroad changes on Maple Street and the execution of any necessary documents.

SUPPORTING DOCUMENTS

1. Change Order 008v2



Change Order

PROJECT:	CHANGE ORDER NO.: 008	Owner	X
Maple Street Improvements	DATE: 4/17/2023	Engineer	X
17th to Peter Pan		Contractor	X
	PROJECT NUMBER P112200040	Field	X
TO CONTRACTOR	CONTRACT DATE: 10/7/2021	Other	
Bettis Asphalt & Construction, INC.	CONTRACT FOR: General Construcion		
PO BOX 1694			
Topeka, KS 66601			

THE CONTRACT IS CHANGED AS FOLLOWS:

Line 71 added 1/24/25 due to the rising cost of materials and delay from the original from the original change order #5.

Line	Description	Unit	Unit Price	Plan Qty.	Act. Qty.	Diff.	Cost Diff.
71	Rising cost of Materials	LS	\$ 51,768.00	0.0	1.0	1.0	\$ 51,768.00
						0.0	\$ -
						0.0	\$ -
						0.0	\$ -
						0.0	\$ -
						0.0	\$ -
						0.0	\$ -
						0.0	\$ -
						0.0	\$ -
						0.0	\$ -
						0.0	\$ -
						0.0	\$ -
						0.0	\$ -
						0.0	\$ -
						0.0	\$ -
						0.0	\$ -
						0.0	\$ -
						0.0	\$ -
	Total of this Change Order						\$ 51,768.00

Original Contract Sum	\$ 2,757,829.37
Net Change by Previously authorized Change Orders	\$ 513,584.56
Contract Sum Prior to this Change Order	\$ 3,271,413.93
Contract Sum will be Increased by this Change Order by	\$ 51,768.00
New Contract Sum Including this Change Order	\$ 3,323,181.93

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

TranSystems
ENGINEER (Firm Name)

115 S. 6th, Independence, KS
ADDRESS

BY _____ (Signature)

Trista Bynum
(Typed Name)

DATE _____

Bettis Asphalt & Construction
CONTRACTOR (*Firm Name*)

PO BOX 1694, Topeka, KS
ADDRESS

BY _____ (Signature)

(Typed Name)

DATE _____

City of Independence

OWNER (*Firm Name*)

811 W. Laurel St., Independence
ADDRESS

BY _____ (Signature)

(Typed Name)

DATE _____



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 24, 2025

Department Housing

Director Approval April Nutt

AGENDA ITEM Consider approving an agreement with JMZ Corporation as KwiKom to install fiberoptic lines in Penn Terrace Apartments for the purpose of high-speed internet.

SUMMARY RECOMMENDATION The Independence Housing Authority Board of Directors has approved the agreement with JMZ Corporation as KwiKom for the purpose to install high-speed internet access at the Penn Terrace Apartments.

BACKGROUND The Independence Housing Authority has been working with JMZ Corporation as KwiKom to provide another high-speed internet option for the tenants at Penn Terrace Apartments.

FINANCIAL INFORMATION There is no cost to the City of Independence, nor to the Independence Housing Authority for the installation of high-speed internet access.

SUGGESTED MOTION I authorize the Mayor to sign an agreement with JMZ Corporation as KwiKom for the purpose of installing high-speed internet at the Penn Terrace Apartments.

SUPPORTING DOCUMENTS

1. MDU Independence KHA 07.07.2025

Multiple Dwelling Unit Access Agreement

Effective date of this Agreement:	July 24, 2025
Person or company who owns/controls the Structure where KwiKom fiberoptic lines will be installed [name, address, phone & email] (whether one or more hereinafter referred to as the "Owner"):	City of Independence, Kansas Housing Authority 120 N. 6 th Street Independence, KS 67301 Attn: Scott Smith, Mayor 620-332-2500 Ksjayhawk76@gmail.com
Street address & brief description of the Structure where KwiKom fiberoptic lines will be installed (hereinafter referred to as the Structure"):	Penn Terrace Apartments located at 401 S. Penn, Independence, KS 67301. A 7-story building of concrete panel construction, providing 100 housing units for tenants aged 62 and older low-income families.

Owner agrees that JMZ Corporation, doing business as KwiKom Communications (hereinafter referred to as "KwiKom") shall have the right to access the Structure for purposes of installation and operation of fiberoptic lines and equipment to provide high speed internet and other services to residents/tenants who live in the Structure. The terms and conditions set forth below the parties signatures are incorporated herein.

Owner (or owner's agent)

JMZ Corporation dba KwiKom Communications

By _____

By _____

Name: Scott Smith

Name: Todd Barfield

Title: Mayor

Title: Chief Legal Officer

This Multiple Dwelling Unit Access Agreement is governed by the following:

1. Owner grants KwiKom: (a) the right, in coordination with Owner, to access the Structure and install the fiberoptic lines and equipment and thereafter operate such fiberoptic lines and equipment to provide high speed internet and other services to Owner's residents/tenants living in the Structure; and (b) a non-exclusive easement as needed to install, operate, maintain, repair, replace and remove of such fiberoptic lines and equipment.
2. All KwiKom labor and materials, together with any permits that may be required, associated with installation and operation of such fiberoptic lines and equipment shall be at the cost of KwiKom, and all KwiKom work shall be performed in a workmanlike manner.
3. Residents/tenants in the Structure will have the option, at their own cost, to sign-up for and receive KwiKom internet and other services, and Owner is not responsible for any costs associated with such internet and other services.
4. Owner does not warrant or guaranty that any residents/tenants in the Structure will now or in the future sign-up for or continue internet services with KwiKom, and nothing herein requires Owner to: (a) repair or rebuild the Structure or any part thereof in the event of any loss or damage to the Structure; or (b) operate or use the Structure with any minimum number of residents/tenants.
5. The term of this Agreement shall commence on the Effective Date above and continue for a period of 5 years thereafter,

and shall automatically renew for successive 5 year renewal terms. Provided, however, that: (a) if KwiKom does not commence work to install the fiberoptic lines within 12 months after the Effective Date then this Agreement shall automatically terminate; and (b) KwiKom shall have the right at any time, at its discretion, to terminate this Agreement on 90 days' notice to Owner. KwiKom will remove all its fiberoptic lines and equipment at the Structure within 90 days after expiration or termination of this Agreement.

6. During the term of this Agreement, KwiKom shall, at its cost, provide: (a) a minimum of \$1 million general liability insurance coverage; (b) worker compensation insurance on its employees as required by law; and (c) whatever casualty loss insurance coverage on its fiberoptic lines and equipment that KwiKom deems appropriate. KwiKom shall provide Owner with a certificate of such insurance coverage upon request.
7. KwiKom agrees to indemnify Owner from any claims for loss or damage to property, or injury or death to persons, to the extent caused by the negligence of KwiKom.
8. The rights and obligations of the parties shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, trustees, successors and assigns.
9. This Agreement may not be amended or modified, and nothing herein will be deemed waived or released, except by a written document signed by the parties.
10. This document sets forth the entire understanding and agreement of the parties on the matters described herein, and shall be governed by the laws of the State of Kansas.
11. The Owner or agent of the Owner signing this Agreement above represents and warrants that they have the right, power and authority to sign this Agreement on behalf of the Owner, or if more than one the Owners, of the Structure.
12. This Agreement may be executed by the parties by Fax, or by copy signed, scanned and sent via Email, and this Agreement may be executed in counterparts and shall be deemed one document.



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 24, 2025

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider awarding a contract for the pumping station related to the Big Straw.

SUMMARY RECOMMENDATION Approve contract award.

BACKGROUND The first phase of the Big Straw is complete, and water is currently being supplied to the facility via Rural Water District number 6. In order to increase reliability and allow for full design flows, a pump station and standpipe must be installed, along with a standpipe. The pump station has been designed as a “stand alone” package. This pump station will be fabricated offsite, and then delivered as a single unit. That unit has been purchased and is in fabrication.

A bid was let on Tuesday, July 15, 2025 at 11:00 AM for the installation of that pump station as well to furnish and install the standpipe. There was one bidder, APAC-Kansas, Inc. The bid was \$1,973,100, and the engineer’s estimate was \$1,924,000.

The letter of recommendation for award and notice of award are attached.

FINANCIAL INFORMATION This is part of the capital scope that Bartlett will reimburse the City for, Bartlett has approved this contract, and representatives for Rural Water District No. 6 have been notified.

SUGGESTED MOTION I move to award the contract for the pump station to APAC-Kansas, Inc. in the amount of \$1,973,100.00 and for the execution of any necessary documents.

SUPPORTING DOCUMENTS

1. Notice of Award - APAC
2. Part 2 Recommendation Letter

DOCUMENT 00 51 00

NOTICE OF AWARD

Date of Issuance:

Owner: **City of Independence, Kansas** Engineer's Project No.: **R4385.1**
Engineer: **EBH & Associates, P.A.**
Project: **Independence Water Transmission Line Improvements 2023**
Contract Name: **Part 2 – Pump Station and Standpipe**
Bidder: **APAC-Kansas, Inc. – Shears Division**
Bidder's Address: 819 W 1st Street, Hutchinson, Kansas 67504

You are notified that Owner has accepted your Bid dated July 15, 2025, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the **Base Bid + Alternate A**.

The Project includes the following Work: Installation of a 36'-6" x 11'-7" packaged pump station and generator (packaged pump station and generator pre-purchased and furnished by Owner) including foundation, site piping, site work, electrical, and appurtenances. Further improvements consist of constructing a 20'D x 60'T standpipe including foundation, site piping, site work, 336+/- L.F. of 14" fused HDPE water line (14" HDPE pipe furnished by Owner), 200 L.F. of chain-link fencing and gates, gravel access drive, electrical, and appurtenances. SCADA integration is scheduled for each site (SCADA Integrator is R.E. Pedrotti, Mission, KS).

The Contract Price of the awarded Contract is **\$1,973,100.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

3 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.

☒ 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 **3** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance, payment, and statutory bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Independence, Kansas**

By (*signature*): _____

Name (*printed*): _____

Title: _____

Copy: Evans, Bierly, Hutchison & Associates, P.A.

END OF DOCUMENT

EJCDC® C-510, Notice of Award.

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and American Society of Civil Engineers. All rights reserved.



July 15, 2025

Mr. John Garris
City of Independence
120 N 6th Street
Independence, Kansas 67301

Re: Independence, Kansas
Water Transmission Line Improvements 2023
Part 2 – Pump Station and Standpipe

Dear Mr. Garris,

Bids were opened for the above-referenced project on July 15, 2025.

Enclosed please find a Bid Tabulation including the engineer's estimate and draft Notice of Award for your records.

APAC-KS was the sole bidder with a base bid of \$1,160,100.00 and a bid on Alternate A of \$813,000.00.

EBH has worked extensively with APAC-KS and their listed sub-contractors. EBH hereby recommends that the award of the project be made to the low bidder:

- APAC-KS in the bid amount of \$1,973,100.00 for Total Alternate A + Base Bid.

Please call me at 620-672-1112 if you have comments or questions.

Sincerely,

A handwritten signature in blue ink that reads "Michael A. Younger".

Michael A. Younger, PE
Evans-Bierly-Hutchison & Associates, P.A.
MikeY@EBHengineering.com
620-672-1112

Enc: Bid Tabulation
Notice of Award



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 24, 2025

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider setting a Joint Meeting with the USD 446 Board of Education regarding a proposed use agreement for the softball and baseball fields at Central Park.

SUMMARY RECOMMENDATION

Staff recommends that the City Commission set a date for a Joint Worksession with the USD 446 School Board to discuss the proposed 15-year Use Agreement for the Central Park Sports Complex. The agreement represents a continuation of the City's longstanding partnership with the school district and provides a sustainable framework for shared use of newly constructed athletic facilities. This project was collaboratively designed and always intended for shared use. As School Board Member Charles Barker often says, *"We are better together."* This proposal honors that spirit while serving both our students and the broader community.

BACKGROUND In November 2020, the Independence Recreation Commission (IRC) formally requested the addition of soccer fields to the Central Park Sports Complex. Soon after, then-Superintendent Rusty Arnold contacted the City and IRC to explore expanding the project to include baseball and softball fields to serve the high school. In June 2021, Superintendent Arnold communicated to the project consultant that the District sought two regulation-sized baseball fields and two regulation-sized softball fields to be incorporated in the Central Park project. He also actively participated in the project design meetings, along with representatives of the Recreation Commission and the City.

The Central Park project is a multi-phase development designed from the outset to support both student athletics and community recreation.

FINANCIAL INFORMATION

Project Scope and Status

The total estimated cost of the Central Park Sports Complex is **\$11.87 million**, divided into three current phases:

- **Phase I (Completed)** – \$6.43 million
- **Phase II (Under Construction – Est. Completion August 2025)** – \$4.40 million
- **Phase III (Pending – Grant Application Fall 2026)** – \$1.04 million

The two requested softball fields were completed in Phase I, and one baseball field is currently under construction in Phase II. Due to rising construction costs and the expanded scope of the project, the second requested baseball field remains unfunded and is not included in the current scope. It would require a future Phase IV.

Funding Contributions to Date

- City of Independence – \$4.07 million (34.3%)
- Independence Recreation Commission – \$1 million (8.4%)
- Grants (secured by the City) – \$5.79 million (48.8%)
- Private Donations – \$1 million (8.4%)
- USD 446 – \$0

Use Agreement Proposal

The City initially proposed a \$2 million funding contribution from USD 446, later reduced to \$1 million. However, due to rising construction costs and the expanded scope of the project, the actual cost of constructing the fields requested by the District now significantly exceeds either of the previously proposed contribution levels. As a result, the City has shifted its focus toward a sustainable long-term partnership through a 15-year Use Agreement, which includes:

- **Annual fee:** \$70,000
- **First 10 years:** \$30,000 annual credit in exchange for two land tracts (33 acres near Jefferson School and 22 acres near the Industrial Park), resulting in a net payment of \$40,000/year
- **Years 11–15:** Full \$70,000/year
- **Automatic annual renewal** thereafter unless terminated by either party with 90 days' notice

The 33-acre tract near Jefferson School is intended for future housing, while the 22-acre tract near the Industrial Park is proposed for light industrial development. Both parcels support the City's economic development goals. Increased housing and job creation will strengthen the community and help support future school enrollment growth, which is vital to the long-term success of the school district.

Under the agreement, USD 446 would receive priority access to the fields for games, practices, tournaments, and related activities. The IRC would coordinate scheduling and provide maintenance. USD 446 would manage game-day operations and post-event cleanup.

Strategic and Fiscal Considerations

- After August 31, 2025, the City and IRC will cease capital investment in the ARCO Complex, with only basic maintenance and mowing continuing to support its use as

practice facilities. City taxpayers should not be expected to support the improvement of redundant facilities.

- Constructing separate school-owned facilities would result in higher taxpayer costs and duplicated infrastructure. This was the impetus for former Superintendent Rusty Arnold to initiate the inclusion of ballfields to serve the high school in the Central Park Sports Complex.
- This model mirrors USD 446's existing stadium lease with Independence Community College (ICC) and helps equitably distribute maintenance costs across all USD 446 patrons—not just City residents.
- The City has a strong record of collaboration with USD 446, including authorizing use of City sales tax authority to support the \$45.1 million school bond issue—which allowed that project to move forward without a significant mill levy increase to District taxpayers.

SUGGESTED MOTION I move to set a Joint Worksession with the USD 446 School Board to discuss the proposed Use Agreement for the Central Park Sports Complex on _____ date, at _____ time, at Memorial Hall.

SUPPORTING DOCUMENTS

1. 07102025-USD-Central Park
2. Draft_Use_Agreement_Central_Park_Fields
3. Central Park Sports Complex Phase 2 Banner 102in x 54in-Reduced
4. 07142025-FollowUpLetter



Office of the City Manager
120 North 6th Street
Independence, KS 67301

July 10, 2025

Jason McAfee, Superintendent
517 N. 10th Street, P. O. Drawer 487
Independence, KS 67301

Dear Jason,

Thank you again for your January 2 email and for providing comparable sale data regarding the land near Jefferson School. I'd like to take this opportunity to formally respond to the comparables provided and offer a counter proposal for the City's requested acquisition. After reviewing the sales you submitted, I respectfully must note that they are not appropriate comparisons for the two tracts under consideration.

The land in question includes:

- A 33-acre unplatted agricultural tract directly adjacent to Jefferson School, bisected by a natural drainage way, with no public utility infrastructure;
- A 22-acre unplatted agricultural tract located outside the City limits, adjacent to an electrical substation—making it better suited for future light industrial development, not permanent housing.

The comparable sales you referenced, including the Rainbow Drive property, involve platted, infrastructure-served land in fully developed residential neighborhoods such as the Country Club area. That property consisted of nine platted residential lots purchased by the Housing Authority for \$125,000, or \$13,888.89 per lot. Any realtor will tell you this is in line with market value for platted residential lots in that part of the community. It is held in the City's name solely due to statutory restrictions. These are not appropriate comparisons to unplatted, infrastructure-limited agricultural land. A more accurate valuation basis comes from the City's acquisition of agricultural land in 2024:

- 64 acres from Janie L. Hunt for \$300,000 (\$4,687.50 per acre)
- 62 acres from William Jack and Lori A. Martin for \$754,000 (bundled), appraised on behalf of the seller as follows:
 - 45.43 acres Agricultural Land: \$180,000
 - 10.26 acres Platted Land: \$175,000
 - House at 4490: \$85,700
 - House and Acres at 4488: \$224,200
 - Farm Buildings: \$90,000
 - Total Appraised Value: \$754,900

The Martin appraisal places the agricultural portion at approximately \$3,962.14 per acre, reinforcing the fairness of the City's current proposal.



**Office of the City Manager
120 North 6th Street
Independence, KS 67301**

In lieu of a cash purchase, the City proposes a \$300,000 credit over 10 years (\$30,000 annually) as part of a 15-year Use Agreement for the new Central Park Sports Complex. This would serve as compensation for both tracts (totaling approximately 55 acres), at \$5,454.55 per acre—more than what the City paid for comparable agricultural land.

The Central Park Sports Complex was designed to support student athletics and community recreation. Phase I is complete and II is underway, with completion expected by August 2025. Phase III is targeting a Land and Water Conservation Fund (LWCF) grant in September 2026. Phase IV (a second baseball field) remains unfunded due to cost. The City and IRC have informed the District and ICC that, effective August 31, 2025, all maintenance activities at the ARCO Complex on South 10th Street—aside from basic mowing—will be discontinued.

If the District is willing to enter a long-term partnership, the City proposes a 15-year Use Agreement:

- Years 1–10: \$30,000 credit on a \$70,000 lease = \$40,000 net annual payment
- Years 11–15: Full \$70,000 annual lease
- After 15 years: Agreement renews annually unless terminated by either party.

We all want students at the high school to benefit from high-quality athletic facilities at Central Park—rather than continue using the aging ARCO Complex, which will no longer be maintained by the City or IRC. The City has invested heavily in this project, and we believe this proposal represents a fair and future-focused path that benefits both the school and our community. As School Board Member Charles Barker often reminds us, "We are better together." This project embodies that spirit—not only by serving the broader community through enhanced recreational infrastructure, but also by directly supporting the students who will learn, grow, and compete on these fields. It also builds on our past partnership with the school district that made it possible to dedicate significant City sales tax revenues to help secure voter approval of the \$45 million bond issue—saving USD taxpayers from a substantial mill levy increase.

If helpful, the City Commission would be happy to participate in a joint work session with the USD 446 School Board to discuss this topic in more detail. I would also be happy to meet with you, individual board members, or the full Board at your convenience to discuss next steps.

Sincerely,

Kelly Passauer, CPM
City Manager

AGREEMENT FOR USE OF CENTRAL PARK SOFTBALL AND BASEBALL FIELDS

This Use Agreement is entered into by and between the City of Independence, Kansas ("City") and Unified School District No. 446 ("USD 446"), with the Independence Recreation Commission ("IRC") participating as the designated scheduling and maintenance partner for the City. The purpose of this agreement is to set forth the terms for the use, scheduling, and maintenance of the Central Park baseball and softball fields in Independence, Kansas.

RECITALS

The City owns the real property known as Central Park, which includes baseball and softball fields and associated improvements.

USD 446 desires to utilize the Central Park baseball and softball fields for the purposes of hosting high school sports practices, games, and related activities.

The City agrees to allow such use, subject to the terms and conditions herein, and the Independence Recreation Commission (IRC) agrees to manage field scheduling and maintenance responsibilities as part of this cooperative arrangement.

SECTION 1. TERM

This Agreement shall commence on January 1, 2026, for a term of fifteen (15) years. After that, it will automatically renew on a year-to-year basis, unless any party provides written notice of termination at least ninety (90) days before the end of the then-current term.

SECTION 2. USE OF FIELDS BY USD 446

- All regularly scheduled high school baseball and softball games.
- Practices, scrimmages, and tournaments.
- Concession operations during USD 446 events.
- Reasonable pre- and post-event access for setup, warm-up, and takedown.

SECTION 3. SCHEDULING

1. USD 446 shall submit proposed schedules to IRC no later than January 15 annually.
2. IRC will coordinate all usage schedules for Central Park fields and shall give reasonable priority to USD 446's high school season needs.
3. IRC and USD 446 shall work cooperatively to resolve scheduling conflicts. If unresolved, IRC shall have final scheduling authority but will act in good faith to ensure equitable field access.

SECTION 4. USAGE FEE

1. USD 446 agrees to pay the City an annual fee of \$70,000.
2. For the first ten (10) years, USD 446 will receive a \$30,000 credit annually, in exchange for the transfer of two land tracts totaling 55.53 acres:
 - Peter Pan Tract (20.36 acres)
 - South of Jefferson Tract (35.17 acres)
3. The net fee due during years 1–10 shall be \$40,000 annually. In years 11–15 and beyond, the full \$70,000 is payable.
4. Fees are due by February 15 each year. A late fee of 0.15% per 30 days shall apply for overdue payments.

SECTION 5. INDEMNITY AND INSURANCE

USD 446 shall indemnify and hold harmless the City and IRC from liability for claims arising from its use of the fields. USD 446 shall obtain general liability insurance naming both the City and IRC as additional insureds, in amounts approved by the City.

SECTION 6. MAINTENANCE

IRC shall:

1. Keep the fields in good repair and playable condition.
2. Perform routine mowing, infield care, lighting, and facility upkeep.
3. Promptly notify the City and USD 446 of any damage beyond ordinary wear and tear.

USD 446 shall be responsible for damages caused by its activities beyond normal wear and tear.

SECTION 7. EVENT MANAGEMENT

USD 446 shall:

1. Supervise all use during its scheduled events;
2. Provide game day field preparation and post-event cleanup;
3. Prevent any damage to facilities;
4. Notify IRC promptly of any hazards or safety concerns.

SECTION 8. ASSIGNMENT

No party may assign or sublet this Use Agreement or their rights without prior written consent of the other parties.

SECTION 9. ENTIRE AGREEMENT

This Agreement contains the full and complete understanding of the parties. Any modifications must be in writing and executed by all parties.

SECTION 10. SIGNATURES AND ATTESTATION

City of Independence, Kansas

By: _____

W. Scott Smith
Mayor

Date: _____

ATTEST:

By: _____

City Clerk

Unified School District 446

By: _____

Scott Hines
Board Chair

Date: _____

ATTEST:

By: _____

USD #446 Board Clerk

Independence Recreation Commission

By: _____

Name:
IRC Board President

Date: _____

ATTEST:

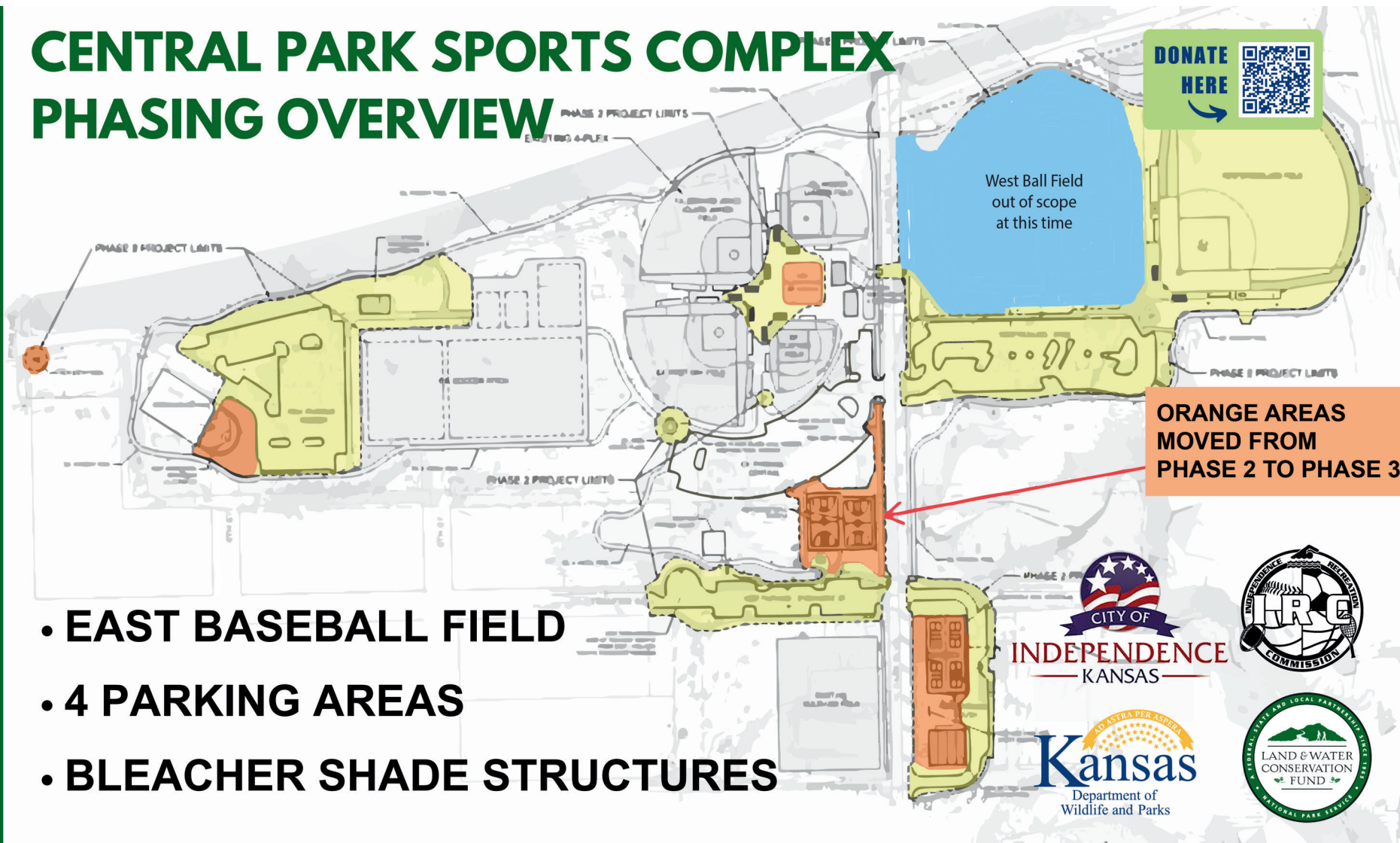
By: _____

Independence Recreation Commission Board Clerk

DRAFT

PHASE 2

CENTRAL PARK SPORTS COMPLEX PHASING OVERVIEW





Office of the City Manager
120 North 6th Street
Independence, KS 67301

July 14, 2025

Jason McAfee, Superintendent
517 N. 10th Street, P. O. Drawer 487
Independence, KS 67301

Dear Jason,

Following up on the letter I sent to you dated July 10, 2025, I wanted to provide additional context regarding the City's proposal related to the Central Park Sports Complex—particularly in light of recent public comments that do not reflect the full history of the project or the collaborative spirit that shaped its development.

To clarify, the inclusion of high school baseball and softball fields in the Central Park project was initiated by former Superintendent Rusty Arnold. After the Independence Recreation Commission formally requested adding soccer fields in November 2020, Mr. Arnold contacted both the City and IRC to explore expanding the scope to serve USD 446 athletics. He participated in the project design meetings and, in June 2021, directed the consultant that the District was seeking two regulation-sized baseball fields and two regulation-sized softball fields to be included at the Central Park site.

Since then, the City and IRC have invested significant time and funding into the phased development of this shared-use facility. While we initially approached the School Board with a construction contribution request—first \$2 million, later reduced to \$1 million—we've since shifted our focus to a long-term use and maintenance agreement that offers both flexibility and fairness. This proposal, which includes a \$300,000 land credit toward a reduced-use fee, is outlined in the attached letter previously provided.

The total project cost is estimated at \$11.87 million, divided across three phases:

- Phase I (Completed) – \$6.43 million
- Phase II (Underway, completion August 2025) – \$4.40 million
- Phase III (Pending grant, Fall 2026) – \$1.04 million

(Note: A second baseball field remains unfunded at this time due to cost constraints.)

Funding sources to date:

- City of Independence – \$4.07 million (34.3%)
- Independence Recreation Commission – \$1 million (8.4%)
- Grants (applied for by the City) – \$5.79 million (48.8%)
- Private donations – \$1 million (8.4%)

STRATEGIC VISION: *Customer Service Excellence – Continuous Improvement – Teamwork*



Office of the City Manager
120 North 6th Street
Independence, KS 67301

In the interest of transparency, I also want to acknowledge that a draft press release prepared in response to the public comments about this topic was shared prematurely by a member of our economic development team before it was finalized or officially approved. While the content of the draft was factual, it had not yet gone through our internal review and authorization process. As soon as I became aware, I requested it be taken down. I regret any confusion the early posting may have caused, and I appreciate your understanding as we work to maintain clear and collaborative communication moving forward.

The City Commission remains open to participating in a joint work session with the School Board should the Board find that helpful. We continue to value our longstanding relationship and are hopeful we can move forward in a way that serves our students and the broader community.

Sincerely,

Kelly Passauer, CPM
City Manager



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 24, 2025

Department Housing

Director Approval April Nutt

AGENDA ITEM Consider approving the submission of a Tenant Based Rental Assistance Grant to Kansas Housing Resources Corporation.

SUMMARY RECOMMENDATION The Independence Housing Authority recommends the City of Independence submit a Tenant Based Rental Assistance Grant to the Kansas Housing Resources Corporation.

BACKGROUND The Independence Housing Authority has annually submitted and been awarded a Tenant Based Rental Assistance Grant from the Kansas Housing Resources Corporation since 1998. The City of Independence was awarded \$120,000 for 2025. The Tenant Based Rental Assistance Grant is a program that assists low-income families with their monthly rent payments.

FINANCIAL INFORMATION There is no impact on the City's budget.

SUGGESTED MOTION I make a motion to approve the submission of a Tenant Based Rental Assistance Grant to Kansas Housing Resourced Corporation.

SUPPORTING DOCUMENTS



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 24, 2025

Department Housing

Director Approval April Nutt

AGENDA ITEM Consider Granting an Extension to the 60-Day Neighborhood Revitalization Program Application Deadline for the property located at 113 W. Myrtle Street due to extenuating circumstances.

SUMMARY RECOMMENDATION Staff seeks direction from the City Commission on whether to approve an exception to the standard NRP deadline, based on the recommendation that this is a local policy decision. Approval would enable Mr. Morrison to apply for the program despite the late timing.

BACKGROUND Steve Morrison, the property owner of 113 W. Myrtle in Independence, Kansas, was planning to participate in the Rural Housing Incentive District (RHID) program for residential improvements at this address. However, he began construction prior to notifying April Nutt, the City's Program Administrator, which is required in order to initiate the RHID process. As a result, the property is no longer eligible for the RHID program.

Because the RHID and the Neighborhood Revitalization Program (NRP) cannot both be used for the same residential units, Mr. Morrison believed he was ineligible for the NRP and did not submit an application. After realizing he could not participate in the RHID due to timing issues, he expressed interest in applying for the NRP. However, the statutory deadline for submission—60 days from the start of construction—has now passed.

In consultation with Montgomery County Appraiser Melody Kikkert, it was suggested that the decision to allow Mr. Morrison into the NRP program under these extenuating circumstances should be made by the City Commission.

We are requesting direction from the City Commission regarding whether to grant an extension or exception to the 60-day deadline for participation in the Neighborhood Revitalization Program for the improvements at 113 W. Myrtle. This request is based on a good faith misunderstanding of program eligibility and the intent to participate in one of the City's approved housing incentive programs.

FINANCIAL INFORMATION If the City Commission grants an extension to the 60-day Neighborhood Revitalization Program (NRP) application deadline, the property at 113 W. Myrtle would become eligible for a property tax rebate of up to 100% for 10 years, in accordance with the City's adopted NRP guidelines.

This program does not involve a direct expenditure of City funds. Instead, it provides a rebate on the incremental increase in property taxes resulting from new construction or substantial improvements. The rebate applies only to the portion of taxes generated from the increased valuation and is shared proportionally among the participating taxing entities: the City of Independence, Montgomery County, USD 446, and Independence Community College.

While approving this extension would defer a portion of those increased taxes for 10 years, the program is structured to encourage reinvestment in existing properties, enhance neighborhood vitality, and grow the community's tax base over time. The long-term financial benefit includes increased property values and the eventual full taxation of improvements after the rebate period.

SUGGESTED MOTION I move to approve/deny granting an extension to the 60-day Neighborhood Revitalization Program application deadline for improvements at 113 W. Myrtle due to extenuating circumstances.

SUPPORTING DOCUMENTS



Report
CITY OF INDEPENDENCE
July 24, 2025

Department Admin

Director Approval David Schwenker

AGENDA ITEM City Board Minutes

BACKGROUND

SUPPORTING DOCUMENTS

1. RecComJune 25, 2025 Fiscal Year-End Meeting
2. June 09, 2025 - IHPRC Meeting Minutes

INDEPENDENCE RECREATION COMMISSION

Fiscal Year-End Meeting June 25, 2024

**Ash Youth Center
1501 N. 10th Street
Independence, KS 67301**

Members Present:

Christy Mavers
Greg Kelley
Joe Housel
Dustin Woodward

Others Present:

Brent Julian
Lori Bromley
Nick McBride
Galen Palmer

Christy Mavers opened the commission meeting at 11:30 a.m.

ROUTINE

Agenda

Greg Kelley moved to approve the agenda as printed. Dustin Woodward seconded. Motion carried 4-0.

Minutes

Dustin Woodward moved to approve the minutes from the May 21, 2025 board meeting. Greg Kelley seconded. Motion carried 4-0.

Bills

Joe Housel moved to approve the June 2025 invoices and checks for payment as presented in the amount of \$39,335.00 as well as bills and employee benefits paid since the last board meeting in the amount of \$9,485.00. Greg Kelley seconded. Motion carried 4-0.

Treasurer's Report

Galen Palmer reported the following balances as of May 31, 2025: First Oak Bank -Checking: \$160,510.58; First Oak - Petty Cash: \$500.00; Equity Bank - Savings \$69,486.98. Joe Housel moved to approve the treasurer's report as presented. Dustin Woodward seconded. Motion carried 4-0.

PROGRAMS/OPERATIONS

Maintenance Report

Brent Julian requested that the new maintenance supervisor, Ethan Speicher, not be required to leave the ball fields to attend board meetings unless requested in advance by the board. Brent stated he would answer any questions on maintenance and the board agreed. Brent stated that Ethan has been employed full-time for three weeks now and is doing a great job. Brent stated Ethan is really good at scheduling and organizational skills. Brent stated that Ethan and his assistant, Dylan Cooley, have been busy mowing, field upkeep as well as some minor pool maintenance at Riverside Beach.

Programs Report

Nick McBride answered any questions the board had on the programs report. Joe Housel asked Nick how the adult 6 vs 6 soccer was going. Nick stated it is going great, and he has 19 participating teams. A discussion was held on the number of baseball and softball participants, and Nick stated it is looking good this year and IRC plans to host the 8 and under All-star boys and girl's tournament teams later this summer. Dustin asked how the swimming lessons were coming along and Brent stated that supervisor, Gloria Price, is still managing the lessons and so far, everything is going well. Dustin stated that Gloria does a fine job. Christy informed Nick that she thought the adult Coed volleyball program was a great success this year.

Director/Aquatics/Special Events Report

Brent Julian answered any questions the board had on the director/aquatics/special events report. A discussion was held on the attendance at Riverside Beach Family Aquatic Center this summer.

BUSINESS/FINANCE

Purchase of a New Mower

Brent reminded the commission that he had previously requested the purchase of a 60" stand up turf mower to be used by IRC maintenance staff on the playing fields during IRC seasons. Brent stated he had received two definite yes votes but had heard nothing else. Brent stated that he received bids from Russo for \$12,799, another bid from a company in Pittsburg for \$11,999 and one from TLC Outdoor Power, who has offered a \$3,700 rebate for a total bid of \$9,998.81. Brent stated he is recommending going with TLC as they are not asking for a trade-in on the old mower and therefore IRC can sell it if desired. Greg Kelley asked about a warranty and repairs to the mower and Brent stated he would probably use Red Tiger Auto for most of the mechanical needs of the mower. Greg stated he knows a mechanic that does that type of work and will get Brent his contact information. Joe Housel moved to approve the purchase of the 60" stand up mower from TLC Outdoor Power in the amount of \$9,998.81. Greg Kelley seconded. Motion carried 4-0.

Designated KPERS Agent

Greg Kelley moved to approve the appointing of Lori Bromley as the designated KPERS agent for IRC. Dustin Woodward seconded. Motion carried 4-0.

Election of Board Officers

Brent reminded the commission that today is Chairman, Christy Mavers, and member Moises Rivera's last meeting. Christy thanked the commission and advised whomever they voted to take her place as Chairman to consider her main duties, which included attending as many commission meetings as possible, including those with the city when needed, to support IRC staff and their duties as well as dealing with complaints and issues from the public. Brent stated moving forward he would need a signature stamp from the new Chairman as well as some banking paperwork filled out with the two new members being added in July. Joe Housel moved to nominate Greg Kelley as Chairman, Dustin Woodward seconded. Motion carried 4-0. Greg Kelley moved to nominate Joe Housel as Vice-Chairman. Dustin Woodward seconded. Motion carried 4-0. Greg Kelley moved to nominate Dustin Woodward as Secretary. Joe Housel seconded. Motion carried 4-0.

2025-2026 Budget Update

Brent updated the board members on the new budget for fiscal year 2026 and answered any questions. Brent stated he is requesting to hold the Budget Hearing as well as the RNR (Revenue Neutral Rate) Hearing at the same time, most likely the September 17th board meeting. Brent informed the board that our mills remain the same at 4 & 1 again this year.

Staff Evaluations

Brent discussed full-time personnel with the commission and answered any questions the board had on evaluations. Christy suggested moving into executive session with the board members and Brent to discuss in further detail.

EXECUTIVE SESSION

- A. Personnel matters of non-elected personnel. On the motion of Christy Mavers, seconded by Greg Kelley the Commission recessed for an executive session to discuss an employee's performance pursuant to the non-elected personnel exception, K.S.A. 75-4319(b)(1). The open meeting will resume at 12:25 p.m. in the Ash Center's Meeting Room.

Aye: Christy Mavers, Greg Kelley, Dustin Woodward, Joe Housel

Nay: None

Action after the Executive Session

On the motion of Greg Kelley, seconded by Joe Housel, the commission authorized a cost-of-living salary increase for full-time staff as discussed with the Director in Executive Session.

ITEMS FROM THE COMMISSION

- | | |
|-----------------|--|
| Christy Mavers | *Has some concerns with the playground area at the Central Park Sports Complex and that it is not being monitored enough by staff or parents. |
| Greg Kelley | *Would like patrons to stay off the grass in certain areas where indicated and wants the staff to enforce it. Also requested Brent get a price list together for field and complex rental fees to be used for tournaments etc.... Brent stated he would get a list together to discuss with the board. |
| Dustin Woodward | *Has noticed the 3 rd base fencing on Edward Jones Clark James field is already starting to look tattered. |

ADJOURNMENT

The meeting was adjourned at 12:40p.m.

Respectfully Submitted,

Joe Housel
Secretary

June 9, 2025

RE: Independence Historic Preservation Resource Commission

Members Present: Darin Axthelm, Bill Gour, Gary Hogsett, Tim White, and Brett Richards

City Staff: David Cowan & Maurice Garlett

Ex Officio: Lisa Wilson & Tabatha Snodgrass

Absent: Jason Rutledge & Brea Sanford

Guest: Ken Brown

Call to Order: Darin Axthelm at 12:03 pm

Minutes: Darin Axthelm had a correction to the minutes; he did not adjourn the meeting. It was decided Gary Hogsett made the motion

Motion: Gary Hogsett made the motion to approve the minutes with the correction. Tim White seconded the motion, and all approved.

Action Items:

- a) Certificate of Appropriateness for 103-105 W. Main Street. David Cowan presented the request for Tony Vowell for a complete tear off and roof replacement
 - a. Motion Gary / Second Tim All approved the certificate
- b) Certificate of Appropriateness for 223-225 N. Penn. David Cowan presented the request for complete tear off at 223 N. Penn and repair only at 225 N. Penn.
 - a. Motion Brett / Second by Gary All approved the certificate
- c) Setting Public Hearing for 418 E. Maple
 - a. Motion Gary / Second Tim All approved July 14, 2025, at 12:00 PM.
- d) Setting Public Hearing for 102 S. 1st
 - a. Motion Tim / Second Gary All approved July 14, 2025 at 12:00 PM.
- e) Setting Public Hearing for 215 S. 5th
 - a. Motion Gary/ Second Tim All approved July 14, 2025 at 12:00 PM.
- f) Setting Public Hearing for 510 E. Maple
 - a. Motion Brett / Second Tim All approved July 14, 2025, at 12:00 PM
- g) Certificate of Appropriateness – 101 N. Penn Ave. The committee discussed the proposal to add signage to the existing awnings at the business

located at 101 N. Penn Ave. Currently, there are five awnings, each displaying a different sign. The committee expressed concern that this detracts from the visual cohesion of the District. They recommended a more consistent approach—specifically, limiting signage to one sign per building face. Following further discussion, the committee decided to table the decision. They will ask the owner to consider consolidating the signage to one design per building face. Additionally, the matter will be reviewed by Planning and Zoning and we should receive further guidance regarding the allowable sign for each building face.

- a. Motion Tim/ Second Brett Table the decision

Discussion Items:

- a) Discussion of the mural/sign on the west side of 223 W. Main Street. The owner is considering the condo of the building, and the potential new owner of the 1st floor wants to cover the mural or paint over it on the west side of the building. After discussion, it was encouraged to inform the buyer that a concept is needed for the IHPRC to be able to give direction. However, power washing or wire brushing is not allowed per the Standards.
- b) 106-108 E. Main has several owners interested in the building. One potential owner would like to remove the second floor and make a cathedral or high ceilings in the building. The IHPRC raised a concern regarding the integrity of the building by removing the 2nd floor. Further discussion was held regarding an alternative option to remove the front wood and make the building a contributor to the district.

No action taken on these items – discussion only

Motion to adjourn by Tim White / Second by Bill Gour All approved to adjourn.

Minutes recorded by David Cowan



Report
CITY OF INDEPENDENCE
July 24, 2025

Department Public Works & Utilities

Director Approval

AGENDA ITEM Monthly Project and Public Works Report

BACKGROUND

SUPPORTING DOCUMENTS

1. Project Status 7-2025cc

	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	KAIP - Apron Rehab	Apron rehab near Textron operations.	\$840	\$756	Lochner	Grant announced.	Announced. Await KDOT grant paperwork.	Grant document received. RCA prepared.	2027	2027
2	SS4A	Safe Streets for All grant.	\$1,605	\$1,605	TranSystems	Pre-grant.	New FHWA contact assigned and revised draft contract received from FHWA.	New contract sent to FHWA for review.	TBD	TBD
3	Whiskey Creek	Artificial lake for runoff water impoundment	TBD	TBD	TranSystems	Conceptual Design.	Working preliminary application for USDA grant.	Completion of preliminary application for USDA grant.	TBD	TBD
4	CCLIP Grant - 10th	Reconstruct 10th between Main and Laurel	\$1,700	\$1,500	TranSystems	Pre-design.	Issue notice to proceed on engineering upon KDOT approval.	Notice to proceed issued. Survey has started.	3Q26	2Q27
5	Water Distribution Strategic Plan	Review water distribution system for repairs and replacement.	\$50	TBD	EBH	Engineering in progress.	Engineering in progress.	Engineering in progress.	3Q26	4Q36
6	Penn and Chestnut	Rebuild corner to accommodate drainage.	TBD	TBD	TranSystems	Design.	Start design.	Review preliminary plans.	3Q25	3Q25
7	Rainbow Sanitary	New sanitary sewer section at Rainbow Drive.	\$100	n/a	TranSystems	Design.	Project in design.	Awaiting 90% plan review, RCA to follow.	3Q25	4Q25
8	Memorial Hall HVAC	Cooling system replacement at Memorial Hall.	\$500	TBD	LSA	Design.	Design meeting held.	Preliminary alternatives determined.	3Q25	1Q26
9	Dam Review And Repair	Design dam diversion structure and bid required repairs.	\$750	n/a	WRS	Design.	Engineering started, planning progress meeting.	Initial cofferdam height determined, conversations ongoing with Corps of Engineers, preliminary access layout.	4Q25	1Q26
10	Water Plant Next Phase	Water Plant Capital Work Per Master Plan	\$7,000	n/a	PEC	Design.	Await KDHE approval.	Await KDHE approval.	1Q25	4Q28
11	Big Straw	Water pipeline to Bartlett.	\$11,000	All (via Bartlett)	EBH	Pre-Bid.	Documents issued for bid.	Review bids, issue RCA if approved by Bartlett.	4Q23	1Q26
12	Transp. Alt. Grant	8' sidewalk to Wal-Mart and Labette	\$1,350	\$980	TranSystems	Pre-bid.	Final forms to KDOT.	Final plan review to KDOT.	3Q25	1Q26
13	KDHE Wastewater Loan	New sewer lines around 1st and Birch and around the Westminster area.	\$3,000	TBD	TranSystems	Pre-bid.	Responded to KDHE comments.	Anticipated KDHE approval. Preliminary advertise 7/28, open 8/28.	3Q25	4Q25
14	SPCC - Airport	Containment upgrades for fueling	\$150	n/a	TranSystems	Pre-bid.	Review final drawings, issue RCA.	Receive bids 7/31. Need light pole data.	3Q25	4Q25
15	FAA - Rehab Pavement	Rehabilitate portions of the taxiways at Independence Municipal Airport.	\$645	\$581	Lochner	Pre-construction.	Construction starts 6/28.	First segment completed.	2Q25	3Q25
16	Enterprise Drive	Buildout of street, utilities	\$1,700	\$1,300	TranSystems	In construction.	Schedule work.	Schedule work.	1Q22	3Q25
17	Central Park	Central Park.	\$10,700	\$7,200	Indigo	In construction.	Construction has started.	Construction in progress.	4Q23	3Q25 (Phase II)
18	KDOT: Maple Street Cost Share	Complete rebuild, 17th Street to City Limits	\$3,780	\$1,600	TranSystems	In construction.	Scheduling final work, change order anticipated.	RCA for final change order.	1Q22	3Q25
19	Precision Rail	Rail work to be paid for by KDOT grant and precision, contract with City.	\$1,000	\$1,000	(Precision)	In construction.	Nearly complete.	Nearly complete.	3Q23	3Q25?
20	Waterline/Meter Project	New Water Meters, Replace Some Water Main	\$3,600	n/a	PEC	In construction.	Meters mainly installed.	Meters mainly installed.	1Q24	3Q25
A	2025 Water Tower	Perform required periodic maintenance on the Laurel Street Tower.	\$500	n/a			RFQ in development.	RCA RFQ, receive bids 7/31.	TBD	TBD
B	2025 Mill and Overlay	Mill and Overlay Selected Locations	TBD	TBD	N/A	Developing.	Issue documents for bid.	Received bids.	3Q25	3Q25
C	2025 ADA	ADA work at various locations.	TBD	TBD	TranSystems	Developing.	New.	Awaiting proposal.	4Q25	2Q26
D	Beech St. Culvert	Culvert replacement at Beech St.	\$80	TBD	TranSystems	Developing.	New.	Awaiting proposal.	4Q25	4Q25
Green shade denotes changed/new information from last month.										



Presentation
CITY OF INDEPENDENCE
July 24, 2025

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Appropriations

BACKGROUND

SUPPORTING DOCUMENTS

1. AP 5-15-2025
2. AP 5-30-2025
3. MAY 2025 DRAFT
4. PAYROLL 5-23-2025

APPROPRIATIONS 2025

Accounts payable paid from May 1st, 2025, through May 15th, 2025.

Total: \$1,786,704.85



City of Independence, KS

Payment Register

APPKT01014 - 5/1/2025 AP

Bank: General - Community National Bank

Vendor Number	Vendor Name	Total Vendor Amount
	Void	0.00
Payment Type	Payment Number	Payment Date
**Void Check	<u>79757</u>	05/01/2025
		0.00

Vendor Number	Vendor Name					Total Vendor Amount
<u>035778</u>	8th & Main Historic					1,082.00
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7381</u>			05/01/2025	1,082.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>May 2025 Crozzer</u>		05/01/2025	05/10/2025	0.00	341.00	
<u>May 2025 Powers</u>		05/01/2025	05/10/2025	0.00	340.00	
<u>May 2025 Sollenberger</u>		05/01/2025	05/10/2025	0.00	401.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>002100</u>	A.W.O.L.					3,150.00
Payment Type	Payment Number					Payment Amount
EFT	<u>7382</u>					3,150.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0002338</u>	AWOL CONTRACT	05/01/2025	05/01/2025	0.00	3,150.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>037559</u>	Alisha Florio					265.00
Payment Type	Payment Number				Payment Date	Payment Amount
EFT	<u>7383</u>				05/01/2025	265.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>May 2025 Miller</u>		05/01/2025	05/10/2025	0.00	265.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>034882</u>	Christopher David Mitchell					324.00
Payment Type	Payment Number				Payment Date	Payment Amount
EFT	<u>7384</u>				05/01/2025	324.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>May 2025 Boyd</u>		05/01/2025	05/10/2025	0.00	324.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>035632</u>	Class Ltd					43.00
Payment Type	Payment Number				Payment Date	Payment Amount
EFT	<u>7385</u>				05/01/2025	43.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>May 2025 Davis</u>		05/01/2025	05/01/2025	0.00	43.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>019290</u>	Crain Management					495.00
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7386</u>			05/01/2025	495.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>May 2025 Collins</u>		05/01/2025	05/10/2025	0.00	185.00	
<u>May 2025 Termain</u>		05/01/2025	05/10/2025	0.00	310.00	

Payment Register

APPKT01014 - 5/1/2025 AP

Vendor Number	Vendor Name					Total Vendor Amount
038113	Elizabeth Hager					605.00
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	7387			05/01/2025	605.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
May 2025 Zimmerman		05/01/2025	05/10/2025	0.00	605.00	
Vendor Number	Vendor Name					Total Vendor Amount
035721	Emert Chubb LLC					3,441.38
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	7388			05/01/2025	3,441.38	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0002335	MUNICIPAL COURT PROSECUTOR	05/01/2025	05/01/2025	0.00	3,441.38	
Vendor Number	Vendor Name					Total Vendor Amount
011180	Independence Community					11.00
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	7389			05/01/2025	11.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
06 202403274642	Community Chest Withheld	03/29/2024	04/01/2024	0.00	11.00	
Vendor Number	Vendor Name					Total Vendor Amount
011211	Independence Fire Fighter					157.68
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	7390			05/01/2025	157.68	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
09 202403274642	Fire Insurance Withheld	03/29/2024	04/01/2024	0.00	157.68	
Vendor Number	Vendor Name					Total Vendor Amount
033149	Independence Firemen's Association					200.00
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	7391			05/01/2025	200.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
23 202403274642	Funding/Firemen'S Association	03/29/2024	04/01/2024	0.00	200.00	
Vendor Number	Vendor Name					Total Vendor Amount
033777	Independence Gun Club					121.59
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	7392			05/01/2025	121.59	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0002330	Monthly Payment	05/01/2025	05/01/2025	0.00	121.59	
Vendor Number	Vendor Name					Total Vendor Amount
032735	Independence Historical					1,425.00
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	7393			05/01/2025	1,425.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0002334	HISTORICAL MUSEUM SUPPORT	05/01/2025	05/01/2025	0.00	1,425.00	
Vendor Number	Vendor Name					Total Vendor Amount
030108	Independence Housing					4,049.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	79756			05/01/2025	4,049.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
May 2025 Allen		05/01/2025	05/10/2025	0.00	234.00	
May 2025 Babcock		05/01/2025	05/10/2025	0.00	166.00	
May 2025 Bales		05/01/2025	05/01/2025	0.00	367.00	
May 2025 Ball		05/01/2025	05/01/2025	0.00	339.00	
May 2025 Buckley		05/01/2025	05/10/2025	0.00	372.00	
May 2025 Burns		05/01/2025	05/10/2025	0.00	87.00	
May 2025 Gatlin		05/01/2025	05/10/2025	0.00	355.00	
May 2025 Goodman		05/01/2025	05/10/2025	0.00	230.00	

Payment Register

APPKT01014 - 5/1/2025 AP

May 2025 Jamison		05/01/2025	05/10/2025	0.00	332.00
May 2025 Leffler		05/01/2025	05/10/2025	0.00	174.00
May 2025 Mojica		05/01/2025	05/10/2025	0.00	270.00
May 2025 Paulson		05/01/2025	05/10/2025	0.00	133.00
May 2025 Schell		05/01/2025	05/10/2025	0.00	168.00
May 2025 Sizemore		05/01/2025	05/01/2025	0.00	111.00
May 2025 Troxel		05/01/2025	05/10/2025	0.00	147.00
May 2025 Wood		05/01/2025	05/31/2025	0.00	330.00
May 2025 York		05/01/2025	05/10/2025	0.00	234.00
Vendor Number	Vendor Name	Total Vendor Amount			
011215	Independence Main Street	2,625.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	7394	05/01/2025	2,625.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0002337	FUNDING FOR INDEP. MAIN STR.	05/01/2025	05/01/2025	0.00	2,625.00
Vendor Number	Vendor Name	Total Vendor Amount			
011280	Independence Recreation Commission	2,000.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	7395	05/01/2025	2,000.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0002333	ASH ALLOTMENT	05/01/2025	05/10/2025	0.00	2,000.00
Vendor Number	Vendor Name	Total Vendor Amount			
038074	Jason Michael Simms-Lee	311.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	7396	05/01/2025	311.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
May 2025 Brown		05/01/2025	05/10/2025	0.00	311.00
Vendor Number	Vendor Name	Total Vendor Amount			
004497	Jeff Chubb - C/O Emert	5,899.50			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	7397	05/01/2025	5,899.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0002339	CITY ATTORNEY'S FEES	05/01/2025	05/01/2025	0.00	5,899.50
Vendor Number	Vendor Name	Total Vendor Amount			
038129	Jeffrey Wheat	150.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	79758	05/01/2025	150.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0002336	Penn Terrace On - Call	05/01/2025	05/10/2025	0.00	150.00
Vendor Number	Vendor Name	Total Vendor Amount			
037363	Joslyn M Kusiak	3,146.40			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	7398	05/01/2025	3,146.40		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0002332	MUNICIPAL COURT JUDGE	05/01/2025	05/01/2025	0.00	3,146.40
Vendor Number	Vendor Name	Total Vendor Amount			
038156	Joyco Property Management Services, LLC	347.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	7399	05/01/2025	347.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
May 2025 Nagy		05/01/2025	05/01/2025	0.00	347.00

Payment Register

APPKT01014 - 5/1/2025 AP

Vendor Number	Vendor Name					Total Vendor Amount
<u>032485</u>	Kelly C. Passauer					107.70
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7400</u>			05/01/2025	107.70	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0002340</u>	KPERS OGLI REIMBURSEMENT	05/01/2025	05/01/2025	0.00	107.70	
Vendor Number	Vendor Name					Total Vendor Amount
<u>036893</u>	Martin Estates LLC					552.00
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7401</u>			05/01/2025	552.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>May 2025 Kendrex</u>		05/01/2025	05/01/2025	0.00	552.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>015680</u>	Mid Continent Band					700.00
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7402</u>			05/01/2025	700.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0002331</u>	MONTHLY PAYMENT	05/01/2025	05/01/2025	0.00	700.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>038099</u>	Ted A. Kuehl					380.00
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7403</u>			05/01/2025	380.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>May 2025 Pritchett</u>		05/01/2025	05/10/2025	0.00	380.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>037725</u>	Terry Hon					625.00
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7404</u>			05/01/2025	625.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>May 2025 Raida</u>		05/01/2025	05/10/2025	0.00	625.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>037258</u>	Washington Historic Residences, LLC					801.00
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7405</u>			05/01/2025	801.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>May 2025 MacRae</u>		05/01/2025	05/10/2025	0.00	329.00	
<u>May 2025 Mavers</u>		05/01/2025	05/10/2025	0.00	146.00	
<u>May 2025 Merritt</u>		05/01/2025	05/10/2025	0.00	326.00	

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
General	Voided **Void Check	0	1	0.00	0.00
General	Check	18	2	0.00	4,199.00
General	EFT	30	25	0.00	28,815.25
Packet Totals:		48	28	0.00	33,014.25

Cash Fund Summary

Fund	Name	Amount
099	Pooled Cash	-33,014.25
Packet Totals:		-33,014.25



City of Independence, KS

Payment Register

APPKT01003 - 5/2/2025 AP

Bank: General - Community National Bank

Vendor Number	Vendor Name					Total Vendor Amount	
	Void					0.00	
Payment Type	Payment Number					Payment Date	Payment Amount
**Void EFT	7424					05/02/2025	0.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
				0.00	0.00		
**Void EFT	7425					05/02/2025	0.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
				0.00	0.00		
**Void Check	79760					05/02/2025	0.00
Vendor Number	Vendor Name					Total Vendor Amount	
038071	Acrisure Midwest Trust					448,497.38	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	79759					05/02/2025	448,497.38
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
11482	Gun range liability 4/1/25 - 4/1/26	03/24/2025	04/23/2025	0.00	2,066.18		
12491	Cyber liability 4/1/25 - 4/1/26	04/08/2025	05/08/2025	0.00	13,843.20		
13021	Property Insurance 4/11/25 - 4/11/26	04/17/2025	05/17/2025	0.00	291,939.00		
13023	Equipment (Inland Marine) Ins - 4/11/25 - 4/11/26	04/17/2025	05/17/2025	0.00	17,948.00		
13025	General Liability - 4/11/25 - 4/11/26	04/17/2025	05/17/2025	0.00	14,218.00		
13028	Error & Omissions 4/11/25 - 4/11/26	04/17/2025	05/17/2025	0.00	13,702.00		
13031	Auto Insurance - 4/11/25 - 4/11/26	04/17/2025	05/17/2025	0.00	51,229.00		
13032	Law Enforcement Insurance - 4/11/25 - 4/11/26	04/17/2025	05/17/2025	0.00	43,552.00		
Vendor Number	Vendor Name					Total Vendor Amount	
038188	Adam Brubaker					705.62	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	79761					05/02/2025	705.62
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
INV0002396	Refund for water leak	05/01/2025	05/01/2025	0.00	705.62		
Vendor Number	Vendor Name					Total Vendor Amount	
019370	Airgas USA LLC					391.79	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7406					05/02/2025	391.79
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
9160010898	Medical O2	04/09/2025	05/09/2025	0.00	391.79		
Vendor Number	Vendor Name					Total Vendor Amount	
037733	Allied USA Medical Waste					100.00	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7407					05/02/2025	100.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
346501A	Medical Waste	02/28/2025	03/30/2025	0.00	50.00		
350009A	Medical Waste	03/31/2025	04/30/2025	0.00	50.00		
Vendor Number	Vendor Name					Total Vendor Amount	
038003	Arlan Company Inc.					500.00	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	79762					05/02/2025	500.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
16428	On site consultation	04/27/2025	05/27/2025	0.00	500.00		

Payment Register
APPKT01003 - 5/2/2025 AP

Vendor Number	Vendor Name					Total Vendor Amount
<u>038186</u>	Artem Bilyeu					46.34
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7408</u>			05/02/2025	46.34	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0002392</u>	Mileage reimbursement - Physical	04/23/2025	04/23/2025	0.00	46.34	
Vendor Number	Vendor Name					Total Vendor Amount
<u>034736</u>	AT&T Mobility					175.45
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>79763</u>			05/02/2025	175.45	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>287348209881X04272025</u>	Acct# 287348209881	04/19/2025	05/19/2025	0.00	98.46	
<u>287348366225X04272025</u>	Acct #287348366225 - Memorial Hall	04/19/2025	05/19/2025	0.00	76.99	
Vendor Number	Vendor Name					Total Vendor Amount
<u>037126</u>	Autozone, Inc					112.14
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>79764</u>			05/02/2025	112.14	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>01605532259</u>	Battery and Oil for Barricade Trailer	04/07/2025	05/07/2025	0.00	119.15	
<u>01605532260</u>	Battery for Barricade Trailer	04/07/2025	05/07/2025	0.00	-18.00	
<u>01605533443</u>	Halogen Capsule	04/09/2025	05/09/2025	0.00	10.99	
Vendor Number	Vendor Name					Total Vendor Amount
<u>037175</u>	B&B Electric Motor Co.					2,979.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>79765</u>			05/02/2025	2,979.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>0084566</u>	Sewer Station Pump Repair	04/17/2025	05/17/2025	0.00	2,979.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>003050</u>	Barco Municipal Products,					7,086.00
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7409</u>			05/02/2025	7,086.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>IN-251712</u>	Signs	04/14/2025	05/14/2025	0.00	7,086.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>037925</u>	Bartlett Cooperative Association					4,228.17
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>79766</u>			05/02/2025	4,228.17	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>601669</u>	Oil & Fuel	02/03/2025	03/05/2025	0.00	3,515.67	
<u>602381</u>	Bulk Oil	02/12/2025	03/14/2025	0.00	712.50	
Vendor Number	Vendor Name					Total Vendor Amount
<u>038185</u>	Berkshire Hathaway Homestate Insurance Company					1,162.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>79767</u>			05/02/2025	1,162.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>384382</u>	Policy 02PRM134750-01 10/07/2024 - 10/07/2025	04/22/2025	05/22/2025	0.00	1,162.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>035073</u>	Blankinship Electric, LLC					7,078.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>79768</u>			05/02/2025	7,078.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>4021</u>	electric repair	04/17/2025	05/17/2025	0.00	7,078.00	

Payment Register
APPKT01003 - 5/2/2025 AP

Vendor Number	Vendor Name					Total Vendor Amount
<u>038174</u>	Casey's Automotive LLC					1,287.47
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>79769</u>	05/02/2025	1,287.47			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>20282</u>	Building D Truck Repair	04/21/2025	04/21/2025	0.00	1,287.47	

Vendor Number	Vendor Name					Total Vendor Amount
<u>033027</u>	Cintas Corporation					733.44
Payment Type	Payment Number	Payment Date	Payment Amount			
EFT	<u>7410</u>	05/02/2025	733.44			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>4228072720</u>	First Aid	04/22/2025	05/22/2025	0.00	91.29	
<u>5264716603</u>	Janitorial Supplies	04/16/2025	05/16/2025	0.00	83.53	
<u>5265472304</u>	Safety/First Aid	04/21/2025	05/21/2025	0.00	302.06	
<u>5265472305</u>	Safety/First Aid	04/21/2025	05/21/2025	0.00	256.56	

Vendor Number	Vendor Name					Total Vendor Amount
<u>004640</u>	City Of Indep-Petty Cash					350.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>79770</u>	05/02/2025	350.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>776</u>	Wisconsin DOT	01/23/2024	02/22/2024	0.00	12.00	
<u>777</u>	KS Alcoholic Beverage Control	01/23/2024	02/22/2024	0.00	275.00	
<u>779</u>	Register of Deeds	02/21/2024	03/22/2024	0.00	38.00	
<u>780</u>	KS Sec. of State	08/26/2024	09/25/2024	0.00	25.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>036561</u>	Civicplus, LLC					61.28
Payment Type	Payment Number	Payment Date	Payment Amount			
EFT	<u>7411</u>	05/02/2025	61.28			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>333650</u>	SSL mgmt - civic plus IPD	04/29/2025	05/29/2025	0.00	61.28	

Vendor Number	Vendor Name					Total Vendor Amount
<u>038076</u>	Cogent, Inc					183,895.80
Payment Type	Payment Number	Payment Date	Payment Amount			
EFT	<u>7412</u>	05/02/2025	183,895.80			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>Pipeline Pump Station Pay E</u>	Pipeline Pump Station	04/28/2025	05/28/2025	0.00	183,895.80	

Vendor Number	Vendor Name					Total Vendor Amount
<u>036822</u>	Copy Products Inc					67.29
Payment Type	Payment Number	Payment Date	Payment Amount			
EFT	<u>7413</u>	05/02/2025	67.29			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>544630</u>	Waste toner	04/16/2025	05/16/2025	0.00	67.29	

Vendor Number	Vendor Name					Total Vendor Amount
<u>034221</u>	Core & Main					506.82
Payment Type	Payment Number	Payment Date	Payment Amount			
EFT	<u>7414</u>	05/02/2025	506.82			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>W174872</u>	Main Repair	04/22/2025	05/22/2025	0.00	506.82	

Vendor Number	Vendor Name					Total Vendor Amount
<u>038082</u>	CPI Financing LLC					1,647.79
Payment Type	Payment Number	Payment Date	Payment Amount			
EFT	<u>7415</u>	05/02/2025	1,647.79			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>CPIF25731</u>	Printing	04/25/2025	05/25/2025	0.00	1,647.79	

Payment Register

APPKT01003 - 5/2/2025 AP

Vendor Number	Vendor Name						Total Vendor Amount	
032078	CPR Pest Management, Inc.						310.00	
Payment Type	Payment Number						Payment Date	Payment Amount
EFT	7416						05/02/2025	310.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount			
46082	Bedbug prevention	04/07/2025	05/07/2025	0.00	150.00			
46169	Pest Control	04/14/2025	05/14/2025	0.00	85.00			
46170	Monthly Pest Control FD	04/14/2025	05/14/2025	0.00	75.00			
Vendor Number	Vendor Name						Total Vendor Amount	
036349	D&A Electrical Systems, LLC						124.35	
Payment Type	Payment Number						Payment Date	Payment Amount
EFT	7417						05/02/2025	124.35
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount			
250167	Security Monitoring	04/11/2025	05/11/2025	0.00	124.35			
Vendor Number	Vendor Name						Total Vendor Amount	
037544	Duramax Holdings LLC						7,763.10	
Payment Type	Payment Number						Payment Date	Payment Amount
EFT	7418						05/02/2025	7,763.10
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount			
INV-57547	Poly Carts	04/21/2025	05/21/2025	0.00	7,763.10			
Vendor Number	Vendor Name						Total Vendor Amount	
038187	Dustin Shields						64.80	
Payment Type	Payment Number						Payment Date	Payment Amount
EFT	7419						05/02/2025	64.80
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount			
INV0002393	Mileage reimbursement - Physical	04/23/2025	04/23/2025	0.00	64.80			
Vendor Number	Vendor Name						Total Vendor Amount	
037312	Echelon Arch and Design						8,647.50	
Payment Type	Payment Number						Payment Date	Payment Amount
EFT	7420						05/02/2025	8,647.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount			
1330	Trident CDBG - Construction Admin	03/22/2025	04/21/2025	0.00	7,585.00			
1333	Trident - CDBG - Additional services & expenses	03/28/2025	04/27/2025	0.00	1,062.50			
Vendor Number	Vendor Name						Total Vendor Amount	
035115	Express Services, Inc.						11,595.71	
Payment Type	Payment Number						Payment Date	Payment Amount
EFT	7421						05/02/2025	11,595.71
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount			
32239185	Express Employment	04/23/2025	05/23/2025	0.00	11,595.71			
Vendor Number	Vendor Name						Total Vendor Amount	
033119	Fastenal Company						940.51	
Payment Type	Payment Number						Payment Date	Payment Amount
EFT	7422						05/02/2025	940.51
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount			
KSIND66654	Wire and Cable Ties	04/09/2025	05/09/2025	0.00	401.54			
KSIND66743	Rain Set	04/18/2025	05/18/2025	0.00	526.82			
KSIND66789	Extension Bar	04/23/2025	05/23/2025	0.00	12.15			
Vendor Number	Vendor Name						Total Vendor Amount	
037139	Fleet Fuels, LLC						6,283.36	
Payment Type	Payment Number						Payment Date	Payment Amount
EFT	7423						05/02/2025	6,283.36
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount			
120995	Water/Sewer Administration Fuel	04/27/2025	05/27/2025	0.00	112.87			
121003	Police Fuel	04/27/2025	05/27/2025	0.00	666.70			
121006	Fire/EMS Fuel	04/27/2025	05/27/2025	0.00	627.22			

Payment Register
APPKT01003 - 5/2/2025 AP

121059	Animal Control Fuel	04/27/2025	05/27/2025	0.00	73.14
121063	Sanitation Fuel	04/27/2025	05/27/2025	0.00	830.80
121109	Sewer Collection Fuel	04/27/2025	05/27/2025	0.00	151.96
121110	Street Fuel	04/27/2025	05/27/2025	0.00	315.17
121113	Fuel	04/27/2025	05/27/2025	0.00	49.74
121127	Code Enforcement Fuel	04/27/2025	05/27/2025	0.00	61.56
121128	Water Distribution Fuel	04/27/2025	05/27/2025	0.00	158.78
121132	Public Safety Director Fuel	04/27/2025	05/27/2025	0.00	35.10
121133	Park Dept. Fuel	04/27/2025	05/27/2025	0.00	51.28
121229	Hospital Fuel	04/27/2025	05/27/2025	0.00	54.14
166953	Water Treatment Fuel	04/24/2025	05/24/2025	0.00	635.16
168555	equipment fuel	04/17/2025	05/17/2025	0.00	960.51
168592	Water Treatment Fuel	04/25/2025	05/25/2025	0.00	677.50
168909	Water Treatment Fuel	04/29/2025	05/29/2025	0.00	821.73

Vendor Number	Vendor Name					Total Vendor Amount
037920	Goins Enterprises					11,232.00
Payment Type	Payment Number					Payment Date Payment Amount
EFT	7426					05/02/2025 11,232.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
Water Meter Pay App 10	WATER METER/LINE REPLC	04/28/2025	05/28/2025	0.00	11,232.00	

Vendor Number	Vendor Name					Total Vendor Amount
009330	Grainger					1,585.76
Payment Type	Payment Number					Payment Date Payment Amount
EFT	7427					05/02/2025 1,585.76
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
9026021403CM	Chemicals	03/18/2024	04/17/2024	0.00	-97.72	
9467840931	Road Closed Signs	04/09/2025	05/09/2025	0.00	1,390.04	
9829563353	Customer # 811601624 Ignitors/Blowerwheel	09/06/2023	04/30/2025	0.00	293.44	

Vendor Number	Vendor Name					Total Vendor Amount
036764	H & H Roofing					16,605.94
Payment Type	Payment Number					Payment Date Payment Amount
Check	79771					05/02/2025 16,605.94
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
250044 F	705 North Penn Roof	02/26/2025	05/02/2025	0.00	16,605.94	

Vendor Number	Vendor Name					Total Vendor Amount
038171	Highway Man Signs, LLC					6,547.00
Payment Type	Payment Number					Payment Date Payment Amount
Check	79772					05/02/2025 6,547.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
74007	City Hall Signage	04/28/2025	04/28/2025	0.00	6,547.00	

Vendor Number	Vendor Name					Total Vendor Amount
035980	Huber & Associates					8,567.94
Payment Type	Payment Number					Payment Date Payment Amount
EFT	7428					05/02/2025 8,567.94
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
CW233994	Enterpol Licenses	03/25/2025	04/24/2025	0.00	6,492.78	
CW233996	Enterpol Interface Maintenance - KLER	03/25/2025	04/24/2025	0.00	425.04	
CW233997	Enterpol Interface - Pro QA	03/25/2025	04/24/2025	0.00	425.04	
CW233998	Enterpol Interface Maintenance - Livescan	03/25/2025	04/24/2025	0.00	425.04	
CW233999	Enterpol Interface Maintenance - Twilio Tier 2	03/25/2025	04/24/2025	0.00	375.00	
CW234000	Enterpol Interface - E911	03/25/2025	04/24/2025	0.00	425.04	

Payment Register

APPKT01003 - 5/2/2025 AP

Vendor Number	Vendor Name					Total Vendor Amount	
010440	Hugo's Industrial Supply					991.86	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7429					05/02/2025	991.86
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
335070	Office supplies	04/25/2025	05/25/2025	0.00	393.97		
335097	Table	04/25/2025	05/25/2025	0.00	152.11		
335166	Toner	04/28/2025	05/28/2025	0.00	248.90		
335340	Cleaning supplies	04/30/2025	05/30/2025	0.00	196.88		
Vendor Number	Vendor Name					Total Vendor Amount	
037194	J Graham Construction Inc.					81,341.10	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7430					05/02/2025	81,341.10
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
1845	ADA Sidewalk	03/20/2025	04/19/2025	0.00	6,500.00		
1856	Pavement Patching	04/21/2025	05/21/2025	0.00	17,786.60		
1858	Curb & Gutter	04/28/2025	05/28/2025	0.00	55,604.50		
G702	Monkey Island wall repair	03/31/2025	04/30/2025	0.00	1,450.00		
Vendor Number	Vendor Name					Total Vendor Amount	
035528	Katie Southworth					274.58	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7431					05/02/2025	274.58
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
INV0002399	animal feed reimbursement	04/17/2025	05/17/2025	0.00	274.58		
Vendor Number	Vendor Name					Total Vendor Amount	
013351	KC 24 Hour Truck Repair					2,828.26	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7432					05/02/2025	2,828.26
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
4278	Medic 2 DOT Inspection, New Brakes and Calipers	04/17/2025	05/17/2025	0.00	860.98		
4286	Medic 3 DOT Annual Inspection	04/17/2025	05/17/2025	0.00	93.75		
4287	Medic 4 Annual DOT Inspection, Bulb Replacement	04/17/2025	05/17/2025	0.00	99.40		
4288	Medic 5 Annual DOT Inspection	04/17/2025	05/17/2025	0.00	93.75		
4315	Wheel Seal/Air Leak Repair Pumper/Tanker	04/24/2025	05/24/2025	0.00	1,680.38		
Vendor Number	Vendor Name					Total Vendor Amount	
033182	Lakeland Office Systems					186.47	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	79773					05/02/2025	186.47
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
IN564220	Monthly Service Agreement	04/08/2024	05/08/2024	0.00	82.25		
IN612915	Monthly Service Agreement	10/31/2024	11/30/2024	0.00	23.14		
IN642068	Monthly Service Agreement + overage	04/11/2025	05/11/2025	0.00	81.08		
Vendor Number	Vendor Name					Total Vendor Amount	
036790	Life-Assist, Inc					499.52	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7433					05/02/2025	499.52
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
1593630	Gloves, EMS Cot Sheets and Pillow Cases	04/28/2025	05/28/2025	0.00	499.52		
Vendor Number	Vendor Name					Total Vendor Amount	
038183	Michael Hamilton					520.00	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	79774					05/02/2025	520.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
INV0002391	Brush #1 - maintenance	03/21/2025	03/21/2025	0.00	520.00		

Payment Register
APPKT01003 - 5/2/2025 AP

Vendor Number	Vendor Name					Total Vendor Amount
<u>032556</u>	Midwest Minerals, LLC					1,758.11
Payment Type	Payment Number	Payment Date	Payment Amount			
EFT	<u>7434</u>	05/02/2025	1,758.11			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>779834</u>	Crack Seal	04/08/2025	05/08/2025	0.00	80.51	
<u>781627</u>	Chat & Gravel	04/15/2025	05/15/2025	0.00	1,677.60	
Vendor Number	Vendor Name					Total Vendor Amount
<u>038098</u>	Midwest Wheel Companies, Inc.					135.79
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>79775</u>	05/02/2025	135.79			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>4119409-00</u>	Mirror Black Freighline	04/14/2025	05/14/2025	0.00	135.79	
Vendor Number	Vendor Name					Total Vendor Amount
<u>038095</u>	Montgomery County Auto Tag Office					23.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>79776</u>	05/02/2025	23.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0002394</u>	Title change - add lien Medic 3	05/01/2025	05/31/2025	0.00	11.50	
<u>INV0002395</u>	Title change - add lien #521	05/01/2025	05/31/2025	0.00	11.50	
Vendor Number	Vendor Name					Total Vendor Amount
<u>016030</u>	Montgomery County Dept. of Corrections					110.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>79777</u>	05/02/2025	110.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INPD 3/25</u>	Inmate housing J. McClenning-Jackson	04/02/2025	05/02/2025	0.00	110.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>036981</u>	Montgomery County Rwd #2					48.00
Payment Type	Payment Number	Payment Date	Payment Amount			
EFT	<u>7435</u>	05/02/2025	48.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>Aor 2025</u>	Usage Meter Readings	05/01/2025	05/31/2025	0.00	48.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>037078</u>	National Industrial & Safety Supply					215.64
Payment Type	Payment Number	Payment Date	Payment Amount			
EFT	<u>7436</u>	05/02/2025	215.64			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>44245</u>	Gray gloves	02/21/2025	03/23/2025	0.00	215.64	
Vendor Number	Vendor Name					Total Vendor Amount
<u>018120</u>	O'Reilly Auto Parts					624.55
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>79778</u>	05/02/2025	624.55			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>0154-247863</u>	Gloss Spray Paint for Pumper/Tanker Wheels	04/22/2025	05/22/2025	0.00	39.81	
<u>0154-243913</u>	Wiper blades	03/30/2025	04/29/2025	0.00	44.98	
<u>0154-245370</u>	Torch & Wire Tie	04/08/2025	05/08/2025	0.00	46.97	
<u>0154-245656</u>	Car Wash, Scraper Blades, Spray Bottle, Gas Cap	04/09/2025	05/09/2025	0.00	58.14	
<u>0154-246451</u>	Scuff Pad for Pumper/Tanker Wheels	04/13/2025	05/13/2025	0.00	6.01	
<u>0154-246881</u>	Compress Oil	04/16/2025	05/16/2025	0.00	27.99	
<u>0154-247092</u>	Cable & Lugs	04/17/2025	05/17/2025	0.00	11.55	
<u>0154-247674</u>	Small Parts	04/21/2025	05/21/2025	0.00	83.37	
<u>0154-247819</u>	Gloss Spray Paint for Pumper/Tanker Wheels	04/21/2025	05/21/2025	0.00	26.54	
<u>0154-247820</u>	Paint, Bulbs, Scuff Pad Pumper/Tanker	04/21/2025	05/21/2025	0.00	57.48	
<u>0154-247863</u>	Paint for Pumper/Tanker Wheels	04/22/2025	05/22/2025	0.00	39.81	
<u>0154-247896</u>	equipment maint	04/22/2025	05/22/2025	0.00	99.71	
<u>0154-247898</u>	equipment maint	04/22/2025	05/22/2025	0.00	68.28	

Payment Register

APPKT01003 - 5/2/2025 AP

<u>0154-247927</u>	equipment maint	04/22/2025	05/22/2025	0.00	13.91
Vendor Number	Vendor Name	Total Vendor Amount			
<u>036591</u>	Premier Truck Group Of Tulsa	8,831.16			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	<u>79779</u>	05/02/2025	8,831.16		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>12583673</u>	602 Repair	04/21/2025	05/21/2025	0.00	1,143.43
<u>12583699</u>	502 Repair	04/23/2025	05/23/2025	0.00	1,536.27
<u>12584046</u>	503 Repair	04/23/2025	05/23/2025	0.00	2,379.50
<u>12584160</u>	605 Repair	04/23/2025	05/23/2025	0.00	3,771.96
Vendor Number	Vendor Name	Total Vendor Amount			
<u>034970</u>	Realpage, Inc.	78.81			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	<u>7437</u>	05/02/2025	78.81		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>12504144647</u>	Background Checks	04/18/2025	05/18/2025	0.00	78.81
Vendor Number	Vendor Name	Total Vendor Amount			
<u>037404</u>	Red Tiger Tire & Auto Inc.	814.48			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	<u>7438</u>	05/02/2025	814.48		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>10683</u>	Coolant and Water Pump	04/01/2025	05/01/2025	0.00	629.81
<u>10792</u>	Spark Plugs, Coil Pack for Medic 2	04/15/2025	05/15/2025	0.00	184.67
Vendor Number	Vendor Name	Total Vendor Amount			
<u>021300</u>	Resource Recovery Div 4392	14,622.27			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	<u>7439</u>	05/02/2025	14,622.27		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>4392-000009071</u>	Landfill	04/30/2025	05/30/2025	0.00	14,622.27
Vendor Number	Vendor Name	Total Vendor Amount			
<u>036137</u>	Romans Outdoor Power	12.80			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	<u>7440</u>	05/02/2025	12.80		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>100-1005887</u>	Oil Filter Cartridge	04/17/2025	05/17/2025	0.00	12.80
Vendor Number	Vendor Name	Total Vendor Amount			
<u>022400</u>	Sherwin Williams	171.62			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	<u>7441</u>	05/02/2025	171.62		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>1348-8</u>	Paint	04/16/2025	05/16/2025	0.00	171.62
Vendor Number	Vendor Name	Total Vendor Amount			
<u>037063</u>	The University Of Kansas	425.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	<u>79780</u>	05/02/2025	425.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>56D48BD</u>	Handgun instructor school & lodging/meals B. Roark	04/10/2025	05/10/2025	0.00	425.00
Vendor Number	Vendor Name	Total Vendor Amount			
<u>034515</u>	Tidy Whitie's Laundromat	9.33			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	<u>7442</u>	05/02/2025	9.33		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>5757</u>	Wash & Fold	04/15/2025	05/15/2025	0.00	9.33

Payment Register

APPKT01003 - 5/2/2025 AP

Vendor Number	Vendor Name					Total Vendor Amount	
037973	Truleo, Inc.					10,200.00	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	79781					05/02/2025	10,200.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
1070	Body Camera Licenses	03/01/2025	03/01/2025	0.00	10,200.00		
Vendor Number	Vendor Name					Total Vendor Amount	
035684	Tyler Technologies, Inc					104,749.63	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7443					05/02/2025	104,749.63
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
025-486818	Annual fees	12/01/2024	05/02/2025	0.00	121,404.70		
025-507635	Subscription credits	04/22/2025	05/22/2025	0.00	-16,655.07		
Vendor Number	Vendor Name					Total Vendor Amount	
032696	United Rentals, Inc.					13,861.44	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7444					05/02/2025	13,861.44
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
242747742-001	Hose Tank Truck	01/14/2025	02/13/2025	0.00	3,433.80		
242747742-002	Hose Tank Truck	02/11/2025	03/13/2025	0.00	3,433.80		
242747742-003	Hose/Fittings	03/11/2025	04/10/2025	0.00	3,433.80		
242747742-004	Hose Tank Truck	04/08/2025	05/08/2025	0.00	3,560.04		
Vendor Number	Vendor Name					Total Vendor Amount	
036512	US Cellular					1,498.86	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	79782					05/02/2025	1,498.86
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
0722738962	radios	04/10/2025	05/10/2025	0.00	572.76		
0722841789	Sanitation Radios	04/10/2025	05/10/2025	0.00	926.10		
Vendor Number	Vendor Name					Total Vendor Amount	
035913	Waters Hardware					158.62	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7445					05/02/2025	158.62
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
5192/P	Cust no 72177 - Misc. Nuts and Bolts	04/16/2025	05/16/2025	0.00	94.67		
5203/P	Cust no 72177 - flowerbed maint	04/17/2025	05/17/2025	0.00	63.95		
Vendor Number	Vendor Name					Total Vendor Amount	
034744	Woods Lumber Company					555.70	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7446					05/02/2025	555.70
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
589923	grounds maint	02/05/2025	03/07/2025	0.00	7.35		
593547	bench repair	03/12/2025	04/11/2025	0.00	68.97		
596676	Utility Hose	04/07/2025	05/07/2025	0.00	17.99		
596874	Butane	04/08/2025	05/08/2025	0.00	7.99		
596898	Flare Connector & Union	04/08/2025	05/08/2025	0.00	12.98		
596915	Copper Coil	04/08/2025	05/08/2025	0.00	15.99		
597621	Nipple	04/14/2025	05/14/2025	0.00	10.48		
597835	Hinge	04/15/2025	05/15/2025	0.00	23.68		
597841	Hinge	04/15/2025	05/15/2025	0.00	13.29		
598637	Quick Change Arbor	04/22/2025	05/22/2025	0.00	27.49		
598840	love indy supplies	04/23/2025	05/23/2025	0.00	349.49		

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
General	Check	54	20	0.00	494,495.06
General	Voided **Void Check	0	1	0.00	0.00
General	Check	3	3	0.00	18,287.94
General	EFT	92	36	0.00	452,847.19
General	Voided **Void EFT	0	1	0.00	0.00
General	EFT	6	3	0.00	21,796.16
General	Voided **Void EFT	0	1	0.00	0.00
Packet Totals:		155	65	0.00	987,426.35

Cash Fund Summary

Fund	Name	Amount
099	Pooled Cash	-987,426.35
Packet Totals:		-987,426.35



City of Independence, KS

Payment Register

APPKT01048 - 5/9/25 AP

Bank: General - Community National Bank

Vendor Number	Vendor Name					Total Vendor Amount	
	Void					0.00	
Payment Type	Payment Number					Payment Date	Payment Amount
**Void EFT	7460					05/09/2025	0.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
				0.00	0.00		
**Void EFT	7470					05/09/2025	0.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
				0.00	0.00		
**Void EFT	7471					05/09/2025	0.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
				0.00	0.00		
**Void EFT	7472					05/09/2025	0.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
				0.00	0.00		
**Void EFT	7473					05/09/2025	0.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
				0.00	0.00		
**Void EFT	7474					05/09/2025	0.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
				0.00	0.00		
**Void EFT	7483					05/09/2025	0.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
				0.00	0.00		
**Void EFT	7485					05/09/2025	0.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
				0.00	0.00		
**Void Check	79801					05/09/2025	0.00
Vendor Number	Vendor Name					Total Vendor Amount	
038075	Affordable Autos, Inc					326.42	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	79783					05/09/2025	326.42
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
INV0002459		05/09/2025	05/09/2025	0.00	326.42		
Vendor Number	Vendor Name					Total Vendor Amount	
035900	Ane Mae's Coffee And Sandwich Shop					52.00	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7448					05/09/2025	52.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
12405	Collaboration	04/29/2025	05/29/2025	0.00	52.00		
Vendor Number	Vendor Name					Total Vendor Amount	
038003	Arlan Company Inc.					1,054.00	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	79784					05/09/2025	1,054.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
16463	Minniegrow	05/05/2025	06/04/2025	0.00	1,054.00		

Payment Register

APPKT01048 - 5/9/25 AP

Vendor Number	Vendor Name	Total Vendor Amount			
<u>032518</u>	Avaya Financial Services	255.66			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	<u>7449</u>	05/09/2025	255.66		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>CD_001099958</u>	Phone system	04/30/2025	05/30/2025	0.00	255.66

Vendor Number	Vendor Name	Total Vendor Amount			
<u>032299</u>	Barta Animal Hospital	2,207.55			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	<u>79785</u>	05/09/2025	2,207.55		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>414982</u>	Vet care bears, capuchin	04/01/2025	05/01/2025	0.00	310.00
<u>415013</u>	vet care shop cats	04/04/2025	05/04/2025	0.00	438.50
<u>415126</u>	vet care primates	04/07/2025	05/07/2025	0.00	307.65
<u>415198</u>	elk and cougar meds	04/08/2025	05/08/2025	0.00	215.90
<u>415221</u>	fecals	04/08/2025	05/08/2025	0.00	196.00
<u>415296</u>	animal meds	04/10/2025	05/10/2025	0.00	45.00
<u>415360</u>	deer and bison vaccine	04/11/2025	05/11/2025	0.00	216.10
<u>415650</u>	spider monkey	04/18/2025	05/18/2025	0.00	52.90
<u>415838</u>	fox and cougar meds	04/22/2025	05/22/2025	0.00	216.00
<u>416060</u>	duck exam	04/29/2025	05/29/2025	0.00	209.50

Vendor Number	Vendor Name	Total Vendor Amount			
<u>037601</u>	Butler & Associates, P.A.	463.46			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	<u>7450</u>	05/09/2025	463.46		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>172272</u>	Ambulance Fees	05/02/2025	06/01/2025	0.00	389.46
<u>172275</u>	Ambulance Fees	05/02/2025	06/01/2025	0.00	74.00

Vendor Number	Vendor Name	Total Vendor Amount			
<u>036561</u>	Civicplus, LLC	5,279.65			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	<u>7451</u>	05/09/2025	5,279.65		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>322851-1</u>	Website annual fees	01/01/2025	01/31/2025	0.00	5,279.65

Vendor Number	Vendor Name	Total Vendor Amount			
<u>033671</u>	Coffeyville Feed & Farm Supply	2,646.70			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	<u>7452</u>	05/09/2025	2,646.70		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>925881</u>	diets	04/30/2025	05/30/2025	0.00	814.25
<u>928514</u>	diets	05/06/2025	06/05/2025	0.00	1,832.45

Vendor Number	Vendor Name	Total Vendor Amount			
<u>035142</u>	Coffeyville Reg. Medical Center	738.05			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	<u>79786</u>	05/09/2025	738.05		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>INV0002461</u>		05/09/2025	05/09/2025	0.00	361.91
<u>INV0002462</u>		05/09/2025	05/09/2025	0.00	376.14

Vendor Number	Vendor Name	Total Vendor Amount			
<u>032078</u>	CPR Pest Management, Inc.	240.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	<u>7453</u>	05/09/2025	240.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>46381</u>	pest control	04/30/2025	05/30/2025	0.00	90.00
<u>46382</u>	pest control	04/30/2025	05/30/2025	0.00	90.00

Payment Register

APPKT01048 - 5/9/25 AP

<u>46458</u>	Pest Control	05/06/2025	06/05/2025	0.00	60.00		
Vendor Number	Vendor Name			Total Vendor Amount			
<u>033174</u>	Crossland Construction Co			577,251.35			
Payment Type	Payment Number			Payment Date	Payment Amount		
EFT	<u>7454</u>			05/09/2025	577,251.35		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>CPSC Phase 2 Application 2</u>	CPSC Phase 2 Construction	05/01/2025	05/31/2025	0.00	577,251.35		
Vendor Number	Vendor Name			Total Vendor Amount			
<u>037312</u>	Echelon Arch and Design			1,506.25			
Payment Type	Payment Number			Payment Date	Payment Amount		
EFT	<u>7455</u>			05/09/2025	1,506.25		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>1349</u>	AWOL Design	04/03/2025	05/03/2025	0.00	1,506.25		
Vendor Number	Vendor Name			Total Vendor Amount			
<u>035721</u>	Emert Chubb LLC			704.00			
Payment Type	Payment Number			Payment Date	Payment Amount		
EFT	<u>7456</u>			05/09/2025	704.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>10931</u>	Out of pocket exp - City Attorney Association	05/01/2025	05/31/2025	0.00	65.00		
<u>11004</u>	Eminent Domain	05/07/2025	06/06/2025	0.00	639.00		
Vendor Number	Vendor Name			Total Vendor Amount			
<u>034984</u>	Evco Wholesale Food Corp			67.97			
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	<u>79787</u>			05/09/2025	67.97		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>0849177</u>	EVCO - Food	03/24/2025	04/23/2025	0.00	67.97		
Vendor Number	Vendor Name			Total Vendor Amount			
<u>035115</u>	Express Services, Inc.			17,391.44			
Payment Type	Payment Number			Payment Date	Payment Amount		
EFT	<u>7457</u>			05/09/2025	17,391.44		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>32267106</u>	Express Employment	04/30/2025	05/30/2025	0.00	17,391.44		
Vendor Number	Vendor Name			Total Vendor Amount			
<u>037519</u>	Fab Creative Services			1,028.25			
Payment Type	Payment Number			Payment Date	Payment Amount		
EFT	<u>7458</u>			05/09/2025	1,028.25		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>5.01.2025</u>	Monthly Invoice	05/01/2025	05/31/2025	0.00	1,028.25		
Vendor Number	Vendor Name			Total Vendor Amount			
<u>032155</u>	Family Support Payment Center			173.08			
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	<u>79788</u>			05/09/2025	173.08		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>INV0002458</u>		05/09/2025	05/09/2025	0.00	173.08		
Vendor Number	Vendor Name			Total Vendor Amount			
<u>037139</u>	Fleet Fuels, LLC			5,279.13			
Payment Type	Payment Number			Payment Date	Payment Amount		
EFT	<u>7459</u>			05/09/2025	5,279.13		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>121308</u>	Water Distribution Fuel	05/04/2025	06/03/2025	0.00	178.02		
<u>121309</u>	Street Fuel	05/04/2025	06/03/2025	0.00	253.90		
<u>121310</u>	Sanitation Fuel	05/04/2025	06/03/2025	0.00	930.13		
<u>121314</u>	Fire/EMS Fuel	05/04/2025	06/03/2025	0.00	865.93		
<u>121316</u>	Police Fuel	05/04/2025	06/03/2025	0.00	594.74		

Payment Register
APPKT01048 - 5/9/25 AP

121365	Fuel	05/04/2025	06/03/2025	0.00	48.73
121411	Water/Sewer Administration Fuel	05/04/2025	06/03/2025	0.00	62.26
121511	Public Safety Director Fuel	05/04/2025	06/03/2025	0.00	59.02
121615	Hospital Fuel	05/04/2025	06/03/2025	0.00	36.09
121618	Park Dept. Fuel	05/04/2025	06/03/2025	0.00	87.41
166529	PT Generator Fuel	05/01/2025	05/31/2025	0.00	592.36
168561-1	Water Treatment Fuel	04/18/2025	05/18/2025	0.00	737.06
168952	Water Treatment Fuel	05/02/2025	06/01/2025	0.00	833.48

Vendor Number	Vendor Name	Total Vendor Amount			
008272	Four County Mental Health	30,000.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	79789	05/09/2025	30,000.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0002468	Substance Abuse Program Funding	05/07/2025	06/06/2025	0.00	30,000.00

Vendor Number	Vendor Name	Total Vendor Amount			
036764	H & H Roofing	904.21			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	79790	05/09/2025	904.21		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
250176F	Storm Damage	04/30/2025	05/30/2025	0.00	904.21

Vendor Number	Vendor Name	Total Vendor Amount			
034901	HD Supply Facilities	222.76			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	79791	05/09/2025	222.76		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
9233893383	Cust # 445550 water inlet valve	02/03/2025	05/09/2025	0.00	77.68
9233985734	Cust # 445550 Lights	02/05/2025	05/09/2025	0.00	30.59
9235838643	Cust # 445550 Oxy Clean Concentrate	04/07/2025	05/09/2025	0.00	114.49

Vendor Number	Vendor Name	Total Vendor Amount			
037488	Healy Law Offices, LLC	4,337.50			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	7461	05/09/2025	4,337.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
22849	Legal	04/30/2025	05/30/2025	0.00	4,337.50

Vendor Number	Vendor Name	Total Vendor Amount			
010440	Hugo's Industrial Supply	4,545.07			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	7462	05/09/2025	4,545.07		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
10614CM	Pens	04/30/2025	05/30/2025	0.00	-6.69
333957	Carpet Cleaners Parts	04/04/2025	05/09/2025	0.00	138.45
333957.1	Carpet Cleaner Pump	04/07/2025	05/09/2025	0.00	431.29
334134	Printer Cartridges	04/07/2025	05/09/2025	0.00	1,181.66
334561	Janitorial	04/15/2025	05/15/2025	0.00	316.32
334640	Supplies	04/16/2025	05/16/2025	0.00	826.35
335073	Filters	05/01/2025	05/31/2025	0.00	377.75
335156	water	04/28/2025	05/28/2025	0.00	873.60
335417	Office supplies	05/01/2025	05/31/2025	0.00	397.82
335451	File folders	05/02/2025	06/01/2025	0.00	8.52

Vendor Number	Vendor Name	Total Vendor Amount			
011180	Independence Community	6.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	7463	05/09/2025	6.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0002434	Charitable Contribution - Employee Direct	05/09/2025	05/09/2025	0.00	6.00

Payment Register

APPKT01048 - 5/9/25 AP

Vendor Number	Vendor Name					Total Vendor Amount
<u>011200</u>	Independence Daily Reporter					1,089.91
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7464</u>			05/09/2025	1,089.91	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>93005</u>	Res 2025-015 Legal notice	04/02/2025	05/02/2025	0.00	82.16	
<u>93010</u>	Hydrant Testing Classified	04/18/2025	05/18/2025	0.00	183.15	
<u>93131</u>	3x5 Display	04/23/2025	05/23/2025	0.00	95.00	
<u>93178</u>	Love Indy Ad	04/25/2025	05/25/2025	0.00	224.00	
<u>93295</u>	2025 CDBG legal notice	04/29/2025	05/29/2025	0.00	25.28	
<u>93296</u>	Treasurer's Quarterly Legal Notice	04/29/2025	05/29/2025	0.00	404.48	
<u>93299</u>	Res 2025-016 Legal notice	04/30/2025	05/30/2025	0.00	75.84	

Vendor Number	Vendor Name					Total Vendor Amount
<u>011211</u>	Independence Fire Fighter					135.00
Payment Type	Payment Number				Payment Date	Payment Amount
EFT	<u>7465</u>				05/09/2025	135.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0002436</u>	Fire Insurance	05/09/2025	05/09/2025	0.00	135.00	

Vendor Number	Vendor Name					Total Vendor Amount
033149	Independence Firemen's Association					180.00
Payment Type	Payment Number				Payment Date	Payment Amount
EFT	7466				05/09/2025	180.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0002435	Funding/ Firemen's Association	05/09/2025	05/09/2025	0.00	180.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>035677</u>	Independence Rotary Club					1,361.00
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7467</u>			05/09/2025	1,361.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>Lies - 110</u>	2024 Special events & guests	04/30/2025	05/30/2025	0.00	214.00	
<u>Lies - 2025-1</u>	2025 1st half dues, Q1 meals	04/30/2025	05/30/2025	0.00	260.00	
<u>Nutt - 110</u>	2024 Special events & guests	04/30/2025	05/30/2025	0.00	80.00	
<u>Nutt - 2025-1</u>	2025 1st half dues, Q1 meals	04/30/2025	05/30/2025	0.00	260.00	
<u>Passauer - 110</u>	2024 Special events & guests	04/30/2025	05/30/2025	0.00	232.00	
<u>Passauer - 2025-1</u>	2025 1st half dues, Q1 meals	04/30/2025	05/30/2025	0.00	260.00	
<u>Wallis - 110</u>	2024 Special events & guests	04/30/2025	05/30/2025	0.00	55.00	

Vendor Number	Vendor Name						Total Vendor Amount
<u>034284</u>	Indigo Design, Inc.						5,318.40
Payment Type	Payment Number				Payment Date	Payment Amount	
EFT	<u>7468</u>				05/09/2025	5,318.40	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>Central Park Phase 2 - Inv #6</u>	CPSC Phase II Final Design	04/28/2025	05/28/2025	0.00	5,318.40		

Vendor Number	Vendor Name					Total Vendor Amount
037321	Internal Revenue Service					242.88
Payment Type	Payment Number				Payment Date	Payment Amount
Check	79792				05/09/2025	242.88
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0002442	Tax Levy	05/09/2025	05/09/2025	0.00	242.88	

Vendor Number	Vendor Name					Total Vendor Amount	
<u>037483</u>	J & S Enterprises					5,870.00	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	<u>7469</u>					05/09/2025	5,870.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>3503</u>	Mowing Contract	05/01/2025	05/31/2025	0.00	5,870.00		

Payment Register

APPKT01048 - 5/9/25 AP

Vendor Number	Vendor Name					Total Vendor Amount
<u>035647</u>	John Deere Financial					236.16
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>79793</u>			05/09/2025	236.16	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1001641429</u>	Zoo gator maintenance	04/22/2025	05/22/2025	0.00	236.16	
Vendor Number	Vendor Name					Total Vendor Amount
<u>034977</u>	Kansas Board Of Cosmetology					50.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>79794</u>			05/09/2025	50.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0002469</u>	PT Beauty Shop License	05/07/2025	06/06/2025	0.00	50.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>032474</u>	Kansas One-Call System, Inc.					285.95
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7475</u>			05/09/2025	285.95	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>5040320</u>	Locates	04/30/2025	05/30/2025	0.00	285.95	
Vendor Number	Vendor Name					Total Vendor Amount
<u>032449</u>	Kansas Payment Center					581.07
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>79795</u>			05/09/2025	581.07	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0002455</u>		05/09/2025	05/09/2025	0.00	282.46	
<u>INV0002456</u>		05/09/2025	05/09/2025	0.00	90.92	
<u>INV0002457</u>		05/09/2025	05/09/2025	0.00	207.69	
Vendor Number	Vendor Name					Total Vendor Amount
<u>036883</u>	Labette Health					197.50
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7476</u>			05/09/2025	197.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2025 - 1</u>	Employee Hiring	04/17/2025	05/17/2025	0.00	197.50	
Vendor Number	Vendor Name					Total Vendor Amount
<u>034298</u>	Mid-American Research Chemical					728.11
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7477</u>			05/09/2025	728.11	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>0847271-IN</u>	janitorial and grounds	04/25/2025	05/25/2025	0.00	728.11	
Vendor Number	Vendor Name					Total Vendor Amount
<u>015960</u>	Montgomery County Action Council					1,410.00
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7478</u>			05/09/2025	1,410.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1820</u>	MCAC Meeting	05/01/2025	05/31/2025	0.00	160.00	
<u>1845</u>	Teams Kansas	04/30/2025	05/30/2025	0.00	1,250.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>035503</u>	National Screening Bureau					141.00
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7479</u>			05/09/2025	141.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2504168</u>	Background checks	05/01/2025	05/31/2025	0.00	141.00	

Payment Register

APPKT01048 - 5/9/25 AP

Vendor Number	Vendor Name					Total Vendor Amount	
035799	Omni Billing					6,597.84	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7480					05/09/2025	6,597.84
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
4302025	EMS Billing	05/01/2025	05/31/2025	0.00	6,597.84		
Vendor Number	Vendor Name					Total Vendor Amount	
036608	One Stop Pack N Ship					25.34	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	79796					05/09/2025	25.34
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
79542	Shipping	05/05/2025	06/04/2025	0.00	25.34		
Vendor Number	Vendor Name					Total Vendor Amount	
038152	Pappas Hayden Westberg & Jackson PC					498.79	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	79797					05/09/2025	498.79
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
INV0002460		05/09/2025	05/09/2025	0.00	498.79		
Vendor Number	Vendor Name					Total Vendor Amount	
037174	Prairieland Partners					1,058.51	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	79798					05/09/2025	1,058.51
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
1001614073	Acct # 185073	04/08/2025	05/09/2025	0.00	403.62		
1001624253	John Deere Z950R 2393871	04/14/2025	05/14/2025	0.00	654.89		
Vendor Number	Vendor Name					Total Vendor Amount	
020010	Quality Motors Of Independence					558.72	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	79799					05/09/2025	558.72
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
190428	Con# 78400 2011 Ford Veh ID 1FTMF1CM9BKD65918	04/15/2025	05/15/2025	0.00	558.72		
Vendor Number	Vendor Name					Total Vendor Amount	
033732	Quest Diagnostics					731.55	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	79800					05/09/2025	731.55
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
9215095711	Hiring Process and Random	04/25/2025	05/25/2025	0.00	731.55		
Vendor Number	Vendor Name					Total Vendor Amount	
022110	Sayers Ace Hardware Inc.					368.66	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	79802					05/09/2025	368.66
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
K91300	Cust # 38900 Nuts/Bolts	04/03/2025	05/09/2025	0.00	10.49		
K91377	Cust # 58000 122 Locust Plumbing Replacement	04/07/2025	05/09/2025	0.00	179.89		
K91986	Cust # 38900 Plumbing Repairs	04/28/2025	05/28/2025	0.00	162.71		
K91988	Acct # 38900 Plumbing Repair	04/29/2025	05/29/2025	0.00	15.57		
Vendor Number	Vendor Name					Total Vendor Amount	
032215	Superior Bowen Asphalt Company LLC					555.22	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	79803					05/09/2025	555.22
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
44073 CM	Credit of Inv 44073	05/08/2025	06/07/2025	0.00	-3,822.50		
44661	Saturock Plus	05/08/2025	06/07/2025	0.00	4,377.72		

Payment Register
APPKT01048 - 5/9/25 AP

Vendor Number	Vendor Name					Total Vendor Amount	
<u>024490</u>	Transsystems Corporation					14,305.00	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	<u>7481</u>					05/09/2025	14,305.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>INV-0004834899</u>	1st & Birch Sewer Inspection	05/02/2025	06/01/2025	0.00	14,305.00		

Vendor Number	Vendor Name						Total Vendor Amount
035913	Waters Hardware						3,266.77
Payment Type	Payment Number				Payment Date	Payment Amount	
EFT	7482				05/09/2025	3,266.77	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
4405/P	Cust no 72177 - 5 gal mix	01/30/2025	03/01/2025	0.00	149.97		
4406/P	Cust no 72177 - 5 gal mix	01/30/2025	03/01/2025	0.00	-149.97		
4444/P	Cust no 72177 - bldg supplies	02/03/2025	03/05/2025	0.00	23.98		
486296	Cust no 72177 - Finance charge	04/28/2025	05/28/2025	0.00	2.33		
486297	Cust no 72178 - Finance charge	04/28/2025	05/28/2025	0.00	0.77		
486298	Acct # 721183 Finance Charge	04/28/2025	05/28/2025	0.00	16.25		
5056/P	Acct # 72183 923C Grab Bar	04/03/2025	05/09/2025	0.00	31.99		
5058/P	Acct # 72183 923 C Bath Exhaust Fan	04/03/2025	05/09/2025	0.00	91.98		
5076/P	Cust no 72177 - CPSC equipment	04/04/2025	05/04/2025	0.00	519.97		
5125/P	Acct # 72183 Lawn Mower/Locks	05/10/2025	06/09/2025	0.00	339.92		
5146/P	Acct # 72183 Hand Power Tools	04/11/2025	05/11/2025	0.00	27.99		
5163/P	Acct # 72183 Gas Can	04/14/2025	05/14/2025	0.00	24.99		
5229/P	Acct # 72183 Washing Machines x 2 misc supplies	04/21/2025	05/21/2025	0.00	1,546.93		
5289/P	Cust no 72177 - building key	04/25/2025	05/25/2025	0.00	1.99		
5297/P	Acct # 72183 Floor Diffuser	04/28/2025	05/28/2025	0.00	23.98		
5320/P	Acct # 72183 122 Locust Water Heater	04/29/2025	05/29/2025	0.00	593.98		
5321/P	Cust # 72183 Tie Down Kit/Raincoat	04/29/2025	05/29/2025	0.00	44.98		
5353/P	Cust no 72177 - building keys	05/01/2025	05/31/2025	0.00	23.88		
A29640	Cust no 72177 - credit Inv 4154/P	02/20/2025	03/22/2025	0.00	-49.14		

Vendor Number	Vendor Name					Total Vendor Amount	
<u>038154</u>	WCD Enterprises, LLC					750.00	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	<u>79804</u>					05/09/2025	750.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>431835</u>	City Hall cleaning April 2025	05/07/2025	06/06/2025	0.00	750.00		

Vendor Number	Vendor Name						Total Vendor Amount	
034744	Woods Lumber Company						1,077.97	
Payment Type	Payment Number						Payment Date	Payment Amount
EFT	7484						05/09/2025	1,077.97
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount			
241799	AWOL print and mail fee	03/31/2025	04/30/2025	0.00	1.00			
333651	AWOL print and mail fee	04/30/2025	05/30/2025	0.00	1.00			
364284	AWOL print and mail fee	02/28/2025	03/30/2025	0.00	1.00			
384524	AWOL finance charge	02/28/2025	03/30/2025	0.00	1.15			
595136	lumber return	03/25/2025	04/24/2025	0.00	-681.46			
596120	Acct # 10911 705 North Penn Homeline Breaker Panel	04/02/2025	05/09/2025	0.00	219.99			
596151	Acct # 10911 705 North Penn Porch ceiling boards	04/02/2025	05/09/2025	0.00	526.87			
596158	Acct # 10911 705 North Penn	04/02/2025	05/09/2025	0.00	13.78			
596206	Acct # 10911 705 Noth Penn Floor Patch	04/02/2025	05/09/2025	0.00	12.27			
596900	Acct # 10911 705 North Penn Pine Boards	04/08/2025	05/09/2025	0.00	66.57			
597035	Acct # 10911 705 North Penn Pine Boards	04/09/2025	05/09/2025	0.00	178.84			
597385	Acct # 10911 705 North Penn Cove Molding	04/11/2025	05/11/2025	0.00	222.88			
598460	Acct # 10911 Shovel/Tarp	04/21/2025	05/21/2025	0.00	21.98			
598938	Acct # 10911 705 North Penn Channelocks	04/24/2025	05/24/2025	0.00	99.99			
599072	Library story walk	04/25/2025	05/25/2025	0.00	62.45			
599200	grounds supplies	04/26/2025	05/26/2025	0.00	38.28			
599207	love independence supplies	04/26/2025	05/26/2025	0.00	64.36			
599293	love independence supplies	04/28/2025	05/28/2025	0.00	41.56			

Payment Register

APPKT01048 - 5/9/25 AP

<u>599363</u>	Acct # 10911 122 Locust Plumbing Repair	04/28/2025	05/28/2025	0.00	79.48
<u>599754</u>	screws for general maint	05/01/2025	05/31/2025	0.00	60.98
<u>78400</u>	Con# 78400 122 Locust Snake Rental	04/24/2025	05/24/2025	0.00	45.00

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
General	Check	36	17	0.00	39,776.08
General	Voided **Void Check	0	1	0.00	0.00
General	Check	4	4	0.00	1,574.86
General	EFT	2	1	0.00	463.46
General	Voided **Void EFT	0	5	0.00	0.00
General	EFT	2	2	0.00	17,677.39
General	Voided **Void EFT	0	1	0.00	0.00
General	EFT	100	24	0.00	643,595.81
General	Voided **Void EFT	0	1	0.00	0.00
General	EFT	3	3	0.00	1,214.25
General	Voided **Void EFT	0	1	0.00	0.00
Packet Totals:		147	60	0.00	704,301.85

Cash Fund Summary

Fund	Name	Amount
099	Pooled Cash	-704,301.85
Packet Totals:		-704,301.85



City of Independence, KS

Payment Register

APPKT01056 - 5/12/2025 AP
01 - City of Independence

Bank: General - Community National Bank

Vendor Number	Vendor Name	Total Vendor Amount	
036828	Bettis Asphalt & Construction Inc.	61,890.40	
Payment Type	Payment Number	Payment Date	Payment Amount
EFT	7486	05/12/2025	61,890.40
Payable Number	Description	Payable Date	Due Date
US 160/Main St. Pay Reques	US-160 from 8th to 2nd: CCLIP Contstruction	04/24/2025	05/24/2025
		Discount Amount	Payable Amount
		0.00	61,890.40

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
General	EFT	1	1	0.00	61,890.40
Packet Totals:		1	1	0.00	61,890.40

Cash Fund Summary

Fund	Name	Amount
099	Pooled Cash	-61,890.40
Packet Totals:		-61,890.40



City of Independence, KS

Payment Register

APPKT01068 - 5/14/25 AP
01 - City of Independence

Bank: General - Community National Bank

Vendor Number Vendor Name
035314 Montgomery County Register Of Deeds

Total Vendor Amount
72.00

Payment Type Payment Number
Check 79805

Payment Date Payment Amount
05/14/2025 72.00

Payable Number Description
INV0002485 Register of right- of- way

Payable Date	Due Date	Discount Amount	Payable Amount
05/14/2025	06/13/2025	0.00	72.00

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
General	Check	1	1	0.00	72.00
Packet Totals:		1	1	0.00	72.00

Cash Fund Summary

Fund	Name	Amount
099	Pooled Cash	-72.00
Packet Totals:		-72.00

APPROPRIATIONS 2025

Accounts payable paid from May 15th, 2025, through May 30th, 2025.

Total: \$633,999.00



City of Independence, KS

Payment Register

APPKT01060 - 5/16/2025 AP

Bank: General - Community National Bank

Vendor Number	Vendor Name					Total Vendor Amount
	Void					0.00
Payment Type	Payment Number			Payment Date	Payment Amount	
**Void EFT	<u>7502</u>			05/16/2025	0.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
				0.00	0.00	
**Void EFT	<u>7504</u>			05/16/2025	0.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
				0.00	0.00	
**Void EFT	<u>7505</u>			05/16/2025	0.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
				0.00	0.00	
**Void EFT	<u>7506</u>			05/16/2025	0.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
				0.00	0.00	
**Void EFT	<u>7508</u>			05/16/2025	0.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
				0.00	0.00	
**Void EFT	<u>7532</u>			05/16/2025	0.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
				0.00	0.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>032951</u>	Accurate Environmental					30.00
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7487</u>			05/16/2025	30.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>HD30077</u>	Shipping & Handling/Containers&Ice Chest	04/30/2025	05/30/2025	0.00	30.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>002510</u>	Ashcraft Tire Company Inc					3,606.90
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7488</u>			05/16/2025	3,606.90	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>048358</u>	602 Tires	03/28/2025	04/27/2025	0.00	1,486.80	
<u>048858</u>	603 Tires	04/29/2025	05/29/2025	0.00	630.00	
<u>048873</u>	503 Repair	04/30/2025	05/30/2025	0.00	1,273.28	
<u>048880</u>	413 Repair	05/02/2025	06/01/2025	0.00	30.90	
<u>048892</u>	501 Repair	05/02/2025	06/01/2025	0.00	185.92	
Vendor Number	Vendor Name					Total Vendor Amount
<u>036926</u>	AT&T Long Distance					47.07
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>79806</u>			05/16/2025	47.07	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>861850574 May 2025</u>	AT&T Long Distance Acct #861850574	05/01/2025	05/31/2025	0.00	47.07	
Vendor Number	Vendor Name					Total Vendor Amount
<u>037126</u>	Autozone, Inc					504.39
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>79807</u>			05/16/2025	504.39	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>01605517194</u>	Fuel Filter Cap	03/04/2025	04/03/2025	0.00	20.42	

Payment Register

APPKT01060 - 5/16/2025 AP

01605524475	Air Filter	03/20/2025	04/19/2025	0.00	71.22
01605527884	Air Filters	03/28/2025	04/27/2025	0.00	77.96
01605531620	Cabletie	04/05/2025	05/05/2025	0.00	12.34
01605532870	Hydraulic Fluid	04/08/2025	05/08/2025	0.00	49.48
01605535490	Mirror	04/14/2025	05/14/2025	0.00	32.63
01605536261	Cables & Circut Breaker	04/16/2025	05/16/2025	0.00	127.56
01605542243	Cable & Blades	04/30/2025	05/30/2025	0.00	87.80
01605542253	Cable	04/30/2025	05/30/2025	0.00	66.95
01605542254	Cable	04/30/2025	05/30/2025	0.00	-66.95
01605545758	Brake Cylinder	05/08/2025	06/07/2025	0.00	17.99
01605545774	Magnetic Tools	05/08/2025	06/07/2025	0.00	6.99

Vendor Number	Vendor Name					Total Vendor Amount
032299	Barta Animal Hospital					494.42
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	79808			05/16/2025	494.42	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
5/02/25 - City stmt	Acct no 2739 - City 5/2/25 Stmt	05/02/2025	06/01/2025	0.00	494.42	

Vendor Number	Vendor Name					Total Vendor Amount
037905	Benjamin Roark					170.78
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	7489			05/16/2025	170.78	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0002481	Training travel reimbursment - B. Roark	04/04/2025	05/04/2025	0.00	170.78	

Vendor Number	Vendor Name					Total Vendor Amount
003460	Bound Tree Medical LLC					105.87
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	7490			05/16/2025	105.87	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
85751855	Housing first aid kits	04/29/2025	05/29/2025	0.00	105.87	

Vendor Number	Vendor Name					Total Vendor Amount
032744	Brenntag Southwest Inc.					2,180.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	79809			05/16/2025	2,180.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
BSW618767	Chlorine	04/17/2025	05/17/2025	0.00	2,180.00	

Vendor Number	Vendor Name					Total Vendor Amount
037093	Chemrite Incorporated					6,216.97
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	79810			05/16/2025	6,216.97	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
318355	Potassium Permanganate	05/06/2025	06/05/2025	0.00	6,216.97	

Vendor Number	Vendor Name					Total Vendor Amount
033027	Cintas Corporation					224.29
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	7491			05/16/2025	224.29	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
4229535329	Cleaning supplies	05/06/2025	06/05/2025	0.00	99.46	
5264517904	Airport first aid supplies	04/15/2025	05/15/2025	0.00	30.31	
5265472303	Street First Aid	04/21/2025	05/21/2025	0.00	67.22	
5454544704	Airport first aid supplies	02/17/2025	03/19/2025	0.00	27.30	

Payment Register
APPKT01060 - 5/16/2025 AP

Vendor Number	Vendor Name						Total Vendor Amount	
037780	Clean Uniform Company						253.75	
Payment Type	Payment Number						Payment Date	Payment Amount
EFT	7492						05/16/2025	253.75
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount			
22256873	Airport Uniform Cleaning	03/25/2025	04/24/2025	0.00	57.22			
22258675	Airport Uniform Cleaning	04/01/2025	05/01/2025	0.00	97.00			
22260483	Airport Uniform Cleaning	04/08/2025	05/08/2025	0.00	99.53			
Vendor Number	Vendor Name						Total Vendor Amount	
034221	Core & Main						14,819.20	
Payment Type	Payment Number						Payment Date	Payment Amount
EFT	7493						05/16/2025	14,819.20
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount			
W643603	Pipe and Clamps	05/02/2025	06/01/2025	0.00	5,102.55			
W914618	Impeller Adapter	05/02/2025	06/01/2025	0.00	329.05			
W914703	Cap	05/02/2025	06/01/2025	0.00	164.68			
W915775	Main Line Repair	05/06/2025	06/05/2025	0.00	9,222.92			
Vendor Number	Vendor Name						Total Vendor Amount	
037497	Crafco, Inc.						3,150.00	
Payment Type	Payment Number						Payment Date	Payment Amount
EFT	7494						05/16/2025	3,150.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount			
9403426285	Roadsaver Packaging	04/17/2025	05/17/2025	0.00	3,150.00			
Vendor Number	Vendor Name						Total Vendor Amount	
035070	D&F Services, LLC						44,078.00	
Payment Type	Payment Number						Payment Date	Payment Amount
EFT	7495						05/16/2025	44,078.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount			
7191	DFLOC	04/18/2025	05/18/2025	0.00	40,428.00			
7193	DFLOC	04/23/2025	05/23/2025	0.00	2,850.00			
7208	Chlrine Dioxide System Maintenance	04/30/2025	05/30/2025	0.00	800.00			
Vendor Number	Vendor Name						Total Vendor Amount	
036611	Design Mechanical, Inc.						1,259.00	
Payment Type	Payment Number						Payment Date	Payment Amount
EFT	7496						05/16/2025	1,259.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount			
259720	Condenser Fan motor	05/08/2025	06/07/2025	0.00	1,259.00			
Vendor Number	Vendor Name						Total Vendor Amount	
038166	DeZurik, Inc						4,206.65	
Payment Type	Payment Number						Payment Date	Payment Amount
Check	79811						05/16/2025	4,206.65
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount			
INV169701	Sludge Valve	04/04/2025	04/04/2025	0.00	4,206.65			
Vendor Number	Vendor Name						Total Vendor Amount	
037312	Echelon Arch and Design						750.00	
Payment Type	Payment Number						Payment Date	Payment Amount
EFT	7497						05/16/2025	750.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount			
1374	Jefferson Subdivision	05/01/2025	05/31/2025	0.00	750.00			

Payment Register
APPKT01060 - 5/16/2025 AP

Vendor Number	Vendor Name					Total Vendor Amount
<u>037500</u>	Equipmentsshare.Com, Inc.					1,846.75
Payment Type	Payment Number	Payment Date	Payment Amount			
EFT	<u>7498</u>	05/16/2025	1,846.75			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>5077203-000</u>	Case Repair	04/14/2025	05/14/2025	0.00	1,846.75	

Vendor Number	Vendor Name					Total Vendor Amount
<u>035115</u>	Express Services, Inc.					13,361.36
Payment Type	Payment Number	Payment Date	Payment Amount			
EFT	<u>7499</u>	05/16/2025	13,361.36			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>32300676</u>	Express Employment	05/07/2025	06/06/2025	0.00	13,361.36	

Vendor Number	Vendor Name					Total Vendor Amount
<u>033119</u>	Fastenal Company					37.41
Payment Type	Payment Number	Payment Date	Payment Amount			
EFT	<u>7500</u>	05/16/2025	37.41			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>KSIND66837</u>	Cable Ties and O'Rings	04/25/2025	05/25/2025	0.00	37.41	

Vendor Number	Vendor Name					Total Vendor Amount
<u>037139</u>	Fleet Fuels, LLC					7,682.24
Payment Type	Payment Number	Payment Date	Payment Amount			
EFT	<u>7501</u>	05/16/2025	7,682.24			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>121644</u>	Water Treatment Fuel	05/11/2025	06/10/2025	0.00	37.45	
<u>121646</u>	Water/Sewer Administration Fuel	05/11/2025	06/10/2025	0.00	228.50	
<u>121651</u>	Fire/EMS Fuel	05/11/2025	06/10/2025	0.00	722.13	
<u>121652</u>	Fuel	05/11/2025	06/10/2025	0.00	37.63	
<u>121655</u>	Sewer Collection Fuel	05/11/2025	06/10/2025	0.00	174.70	
<u>121656</u>	Street Fuel	05/11/2025	06/10/2025	0.00	453.90	
<u>121659</u>	Police Fuel	05/11/2025	06/10/2025	0.00	502.15	
<u>121663</u>	Water Distribution Fuel	05/11/2025	06/10/2025	0.00	229.16	
<u>121665</u>	Sanitation Fuel	05/11/2025	06/10/2025	0.00	790.76	
<u>121721</u>	Animal Control Fuel	05/11/2025	06/10/2025	0.00	72.61	
<u>168749</u>	Street Fuel	05/09/2025	06/08/2025	0.00	1,644.50	
<u>168967</u>	Water Treatment Fuel	05/06/2025	06/05/2025	0.00	975.52	
<u>168982</u>	Water Treatment Fuel	05/09/2025	06/08/2025	0.00	626.94	
<u>168990</u>	Water Treatment Fuel	05/13/2025	06/12/2025	0.00	1,186.29	

Vendor Number	Vendor Name					Total Vendor Amount
<u>038190</u>	Florida Division of Motorist Services					8.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>79812</u>	05/16/2025	8.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0002486</u>	Driver's license records request	05/14/2025	05/14/2025	0.00	8.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>033568</u>	Galaxie Business					5,955.75
Payment Type	Payment Number	Payment Date	Payment Amount			
EFT	<u>7503</u>	05/16/2025	5,955.75			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>147516</u>	Monthly Subscriptions	05/08/2025	06/07/2025	0.00	5,748.25	
<u>147517</u>	Monthly Subscription - PD/Dispatch	05/08/2025	06/07/2025	0.00	207.50	

Payment Register

APPKT01060 - 5/16/2025 AP

Vendor Number	Vendor Name					Total Vendor Amount
<u>009050</u>	Galls An Aramark Co. LLC					90.89
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>79813</u>	05/16/2025	90.89			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>031023770</u>	Class A shirt	04/11/2025	05/11/2025	0.00	90.89	

Vendor Number	Vendor Name					Total Vendor Amount
<u>009330</u>	Grainger					3,163.56
Payment Type	Payment Number	Payment Date	Payment Amount			
EFT	<u>7507</u>	05/16/2025	3,163.56			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>9022677505</u>	Retaining Ring	02/16/2025	03/18/2025	0.00	5.66	
<u>9024684681</u>	Retaining Ring	02/19/2024	03/20/2024	0.00	16.98	
<u>9025181976</u>	Retaining Ring	02/19/2024	03/20/2024	0.00	11.32	
<u>9060657559</u>	Stencil	03/21/2024	04/20/2024	0.00	261.40	
<u>9063251608</u>	Y Check Valve	03/25/2025	04/24/2025	0.00	666.60	
<u>9135568757</u>	2 Way Vlave	05/30/2024	06/29/2024	0.00	425.32	
<u>9324248369</u>	Motor	11/21/2024	12/21/2024	0.00	72.48	
<u>9336418448</u>	Brass Adapter	12/05/2024	01/04/2025	0.00	24.40	
<u>9344944617</u>	Fuse Glass	12/12/2024	01/11/2025	0.00	53.84	
<u>9443142535</u>	Anchors	03/18/2025	04/17/2025	0.00	36.18	
<u>9489689761</u>	Pipe Wrench & Impact	04/29/2025	05/29/2025	0.00	579.99	
<u>9491831922</u>	Valve	04/30/2025	05/30/2025	0.00	131.18	
<u>9495636418</u>	Compressor Air Kit	05/05/2025	06/04/2025	0.00	346.38	
<u>9918279879</u>	Motor	11/29/2023	12/29/2023	0.00	136.98	
<u>9931909569</u>	Rain Jackets	12/11/2023	01/10/2024	0.00	146.35	
<u>9933501901</u>	Gooseneck Bowe Faucet	12/12/2023	01/11/2024	0.00	248.50	

Vendor Number	Vendor Name					Total Vendor Amount
<u>036697</u>	HFE Process					1,870.87
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>79814</u>	05/16/2025	1,870.87			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>9793</u>	Mechanical Seal Kit	04/16/2025	05/16/2025	0.00	1,870.87	

Vendor Number	Vendor Name					Total Vendor Amount
<u>035449</u>	Hilary Cook					75.00
Payment Type	Payment Number	Payment Date	Payment Amount			
EFT	<u>7509</u>	05/16/2025	75.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0002487</u>	Park building rental refund	05/14/2025	06/13/2025	0.00	75.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>010440</u>	Hugo's Industrial Supply					2,768.94
Payment Type	Payment Number	Payment Date	Payment Amount			
EFT	<u>7510</u>	05/16/2025	2,768.94			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>334544</u>	Office Supplies	04/15/2025	05/15/2025	0.00	277.93	
<u>334947</u>	Trash Bags	04/23/2025	05/23/2025	0.00	2,478.00	
<u>335817</u>	Writing pads	05/09/2025	06/08/2025	0.00	13.01	

Vendor Number	Vendor Name					Total Vendor Amount
<u>035353</u>	Independence Optimist Club					140.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>79815</u>	05/16/2025	140.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>Q22504</u>	Optimist dues - D. Stafford	04/15/2025	05/15/2025	0.00	140.00	

Payment Register

APPKT01060 - 5/16/2025 AP

Vendor Number	Vendor Name					Total Vendor Amount
<u>036117</u>	Industrial Plumbing					34,000.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>79816</u>			05/16/2025	34,000.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>767</u>	Penn Terrace water heater & boiler upgrade	05/02/2025	06/01/2025	0.00	34,000.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>036025</u>	Ironworks Welding And Fabrication					1,205.00
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7511</u>			05/16/2025	1,205.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>4043</u>	Sanitation Truck Repair	05/05/2025	06/04/2025	0.00	1,205.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>037483</u>	J & S Enterprises					2,680.00
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7512</u>			05/16/2025	2,680.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>3458</u>	Mowing	04/28/2025	05/28/2025	0.00	930.00	
<u>3504</u>	Nuisance Lots	05/12/2025	06/11/2025	0.00	1,750.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>035618</u>	Kansasland Tire Inc Of Hays, Kansas					6,563.88
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7513</u>			05/16/2025	6,563.88	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>112526</u>	Tires 603	03/14/2025	04/13/2025	0.00	2,240.88	
<u>115008</u>	603 Tires	04/28/2025	05/28/2025	0.00	3,734.80	
<u>115309</u>	Tires for 501	04/30/2025	05/30/2025	0.00	588.20	
Vendor Number	Vendor Name					Total Vendor Amount
<u>038169</u>	Kayla Schabel					434.06
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7514</u>			05/16/2025	434.06	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0002480</u>	Picked up Vacuum at Costco - City card would not w	05/12/2025	05/12/2025	0.00	434.06	
Vendor Number	Vendor Name					Total Vendor Amount
<u>038063</u>	Kiesler Police Supply, Inc					360.16
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7515</u>			05/16/2025	360.16	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>IN253005</u>	OC Spray	02/12/2025	03/14/2025	0.00	360.16	
Vendor Number	Vendor Name					Total Vendor Amount
<u>038065</u>	KWIKOM Communications					330.00
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7516</u>			05/16/2025	330.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>B58176-9</u>	Internet	05/12/2025	06/11/2025	0.00	330.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>036657</u>	Laboratory Sales & Service LLC					138.47
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7517</u>			05/16/2025	138.47	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>35636</u>	Water Hardness Indicator	04/28/2025	05/28/2025	0.00	138.47	

Payment Register
APPKT01060 - 5/16/2025 AP

Vendor Number	Vendor Name					Total Vendor Amount	
034298	Mid-American Research Chemical					4,933.59	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7518					05/16/2025	4,933.59
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
0847270-IN	Cleaning supplies	04/25/2025	05/25/2025	0.00	4,933.59		
Vendor Number	Vendor Name					Total Vendor Amount	
038098	Midwest Wheel Companies, Inc.					574.74	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	79817					05/16/2025	574.74
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
4007104-00	Diesel additive	01/15/2025	02/14/2025	0.00	399.36		
4109205-00	Oil Drip and Brake Cleaner	04/04/2025	05/04/2025	0.00	175.38		
Vendor Number	Vendor Name					Total Vendor Amount	
038149	MSA Safety Incorporated					519.33	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7519					05/16/2025	519.33
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
964690478	JB5000	04/08/2025	04/08/2025	0.00	519.33		
Vendor Number	Vendor Name					Total Vendor Amount	
037759	New Deal Deicing					3,084.94	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7520					05/16/2025	3,084.94
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
022425B	Airfield deicer	02/24/2025	03/26/2025	0.00	3,084.94		
Vendor Number	Vendor Name					Total Vendor Amount	
027225	Oil Patch Pump & Supply Inc.					192.56	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7521					05/16/2025	192.56
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
3005162	Poly 2" Brass	04/08/2025	05/08/2025	0.00	198.00		
3005262	Return	04/25/2025	05/25/2025	0.00	-5.44		
Vendor Number	Vendor Name					Total Vendor Amount	
038189	Oregon DMV					3.00	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	79818					05/16/2025	3.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
INV0002488	Request for driving records	05/13/2025	05/13/2025	0.00	3.00		
Vendor Number	Vendor Name					Total Vendor Amount	
018120	O'Reilly Auto Parts					240.58	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	79819					05/16/2025	240.58
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
0154-246799	Brake Fluid	04/15/2025	05/15/2025	0.00	74.97		
0154-249022	Wiper Blades	04/28/2025	05/28/2025	0.00	29.90		
0154-249473	Antifreeze	04/30/2025	05/30/2025	0.00	103.08		
01605535490	Mirror	04/14/2025	05/14/2025	0.00	32.63		
Vendor Number	Vendor Name					Total Vendor Amount	
032859	Pace Analytical Services					2,818.00	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7522					05/16/2025	2,818.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
2560225796	Water Analysis	04/24/2025	05/24/2025	0.00	679.00		
2560225925	Water Analysis	04/25/2025	05/25/2025	0.00	2,139.00		

Payment Register
APPKT01060 - 5/16/2025 AP

Vendor Number	Vendor Name					Total Vendor Amount
<u>035669</u>	Palmer Johnson Power Systems LLC					7,246.33
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7523</u>			05/16/2025	7,246.33	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>5640234</u>	Service call for engine shut	05/05/2025	06/04/2025	0.00	7,246.33	
Vendor Number	Vendor Name					Total Vendor Amount
<u>037591</u>	Pioneer Research Corporation					2,669.15
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7524</u>			05/16/2025	2,669.15	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>266560</u>	Super Inferno	04/29/2025	05/29/2025	0.00	2,669.15	
Vendor Number	Vendor Name					Total Vendor Amount
<u>035731</u>	Priority Dispatch					2,800.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>79820</u>			05/16/2025	2,800.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>SIN404636</u>	Annual Maintenance	04/28/2025	05/28/2025	0.00	2,800.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>020010</u>	Quality Motors Of Independence					361.01
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>79821</u>			05/16/2025	361.01	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>190513</u>	Rear tire leak	04/21/2025	05/21/2025	0.00	299.00	
<u>190532</u>	Complete report card	04/22/2025	05/22/2025	0.00	62.01	
Vendor Number	Vendor Name					Total Vendor Amount
<u>021040</u>	R.E. Pedrotti Co., Inc.					492.60
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7525</u>			05/16/2025	492.60	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>17596</u>	Water Tower Troubleshooting	05/07/2025	06/06/2025	0.00	492.60	
Vendor Number	Vendor Name					Total Vendor Amount
<u>037993</u>	Ricky R. Barnes					320.00
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7526</u>			05/16/2025	320.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>009</u>	Professional Services at Building D	05/06/2025	05/06/2025	0.00	320.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>036748</u>	RLI Surety					100.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>79822</u>			05/16/2025	100.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1867710</u>	LSM1867710 - Stafford bond renewal	05/02/2025	06/01/2025	0.00	100.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>022110</u>	Sayers Ace Hardware Inc.					2.99
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>79823</u>			05/16/2025	2.99	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>K92518</u>	Liquid nails for drop boxes	05/09/2025	06/08/2025	0.00	2.99	

Payment Register

APPKT01060 - 5/16/2025 AP

Vendor Number	Vendor Name					Total Vendor Amount	
037985	SEK Inc.					250.00	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	79824					05/16/2025	250.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
INV0002491	Annual Membership	02/02/2025	05/16/2025	0.00	250.00		
Vendor Number	Vendor Name					Total Vendor Amount	
022400	Sherwin Williams					2,500.00	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7527					05/16/2025	2,500.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
1179-7	Powerliner	04/09/2025	05/09/2025	0.00	2,500.00		
Vendor Number	Vendor Name					Total Vendor Amount	
032956	TLC Nursery & Outdoor Living					1,101.11	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7528					05/16/2025	1,101.11
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
9922	Planting circle drive and west side	05/12/2025	06/11/2025	0.00	1,101.11		
Vendor Number	Vendor Name					Total Vendor Amount	
025004	USA Bluebook					844.57	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7529					05/16/2025	844.57
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
INV00687301	PAO Chemical	04/21/2025	05/21/2025	0.00	844.57		
Vendor Number	Vendor Name					Total Vendor Amount	
038073	Volmer Truck & Tire, LLC					1,007.46	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	79825					05/16/2025	1,007.46
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
26648	602 Repair	03/20/2025	04/19/2025	0.00	1,007.46		
Vendor Number	Vendor Name					Total Vendor Amount	
033317	Walmart Com - Ap					236.95	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	79826					05/16/2025	236.95
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
1662194675	CC receipts	04/25/2025	05/25/2025	0.00	236.95		
Vendor Number	Vendor Name					Total Vendor Amount	
035913	Waters Hardware					1,361.58	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7530					05/16/2025	1,361.58
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
4550/P	Cust no 72177 - Pipe Heating Cable	02/13/2025	03/15/2025	0.00	105.98		
4554/P	Cust no 72177 - Heaters - Building D	02/14/2025	03/16/2025	0.00	119.96		
4562/P	Cust no 72177 - Thermocouple	02/14/2025	03/16/2025	0.00	30.99		
5047/P	Cust no 72177 - Water	04/02/2025	05/02/2025	0.00	503.16		
5098/P	Cust no 72177 - Elbow	04/08/2025	05/08/2025	0.00	16.99		
5190/P	Cust no 72177 - Brush & Scraper	04/16/2025	05/16/2025	0.00	64.77		
5191/P	Cust no 72177 - Solid FLT	04/16/2025	05/16/2025	0.00	14.99		
5213/P	Cust no 72177 - Solid Flat	04/17/2025	05/17/2025	0.00	26.99		
5248/P	Cust no 72177 - Paint	04/22/2025	05/22/2025	0.00	45.96		
5249/P	Cust no 72177 - Ladder	04/22/2025	05/22/2025	0.00	304.99		
5283/P	Cust no 72177 - Misc. Bolts and Screws	04/25/2025	05/25/2025	0.00	3.70		
5309/P	Cust no 72177 - Elbow & Strap	04/28/2025	05/28/2025	0.00	11.98		
5310/P	Cust no 72177 - Elbows, Bushings, Couplings	04/28/2025	05/28/2025	0.00	83.98		
5312/P	Cust no 72180 - Clamp & Elbow	04/28/2025	05/28/2025	0.00	27.14		

Payment Register

APPKT01060 - 5/16/2025 AP

Vendor Number		Vendor Name		Total Vendor Amount		
<u>034744</u>		Woods Lumber Company		876.89		
Payment Type		Payment Number		Payment Date	Payment Amount	
EFT		<u>7531</u>		05/16/2025	876.89	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>596286</u>	Laser Measures	04/03/2025	05/03/2025	0.00	143.96	
<u>596467</u>	Split Point Bit	04/04/2025	05/04/2025	0.00	22.99	
<u>596808</u>	Paint	04/08/2025	05/08/2025	0.00	44.54	
<u>596812</u>	Nuts, Bolts, Screws	04/08/2025	05/08/2025	0.00	13.99	
<u>598105</u>	Paint	04/17/2025	05/17/2025	0.00	32.36	
<u>598519</u>	Duct Tap	04/21/2025	05/21/2025	0.00	6.89	
<u>598913</u>	Rivets	04/24/2025	05/24/2025	0.00	14.97	
<u>598968</u>	Argon	04/24/2025	05/24/2025	0.00	77.95	
<u>599053</u>	Bow Rake and Numberse	04/25/2025	05/25/2025	0.00	33.48	
<u>599097</u>	Drill Bit	04/25/2025	05/25/2025	0.00	9.99	
<u>599657</u>	Nipple & Air Hose	04/30/2025	05/30/2025	0.00	5.38	
<u>599936</u>	Primer and Cleaner	05/02/2025	06/01/2025	0.00	31.97	
<u>600581</u>	Sandcloth	05/08/2025	06/07/2025	0.00	29.98	
<u>600590</u>	Pump & Battery	05/08/2025	06/07/2025	0.00	353.99	
<u>600616</u>	Tape & Painters tool	05/08/2025	06/07/2025	0.00	39.97	
<u>600653</u>	Hose Repair	05/08/2025	06/07/2025	0.00	14.48	

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
General	Check	37	21	0.00	55,335.99
General	EFT	25	10	0.00	35,148.56
General	Voided **Void EFT	0	4	0.00	0.00
General	EFT	91	28	0.00	106,256.59
General	Voided **Void EFT	0	1	0.00	0.00
General	EFT	2	2	0.00	2,605.87
General	Voided **Void EFT	0	1	0.00	0.00
Packet Totals:		155	67	0.00	199,347.01

Cash Fund Summary

Fund	Name	Amount
099	Pooled Cash	-199,347.01
Packet Totals:		-199,347.01



City of Independence, KS

Payment Register

APPKT01077 - 5/16/25-2 AP

01 - City of Independence

Bank: General - Community National Bank

Vendor Number	Vendor Name	Total Vendor Amount			
<u>038191</u>	Cailynn M. Fedorkowicz	225.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	<u>79827</u>	05/16/2025	225.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>INV0002492</u>	Bond refund	05/16/2025	05/16/2025	0.00	225.00

Vendor Number	Vendor Name	Total Vendor Amount			
<u>037549</u>	GSI Engineering, LLC	3,515.15			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	<u>7533</u>	05/16/2025	3,515.15		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>0242502737</u>	Concrete testing	05/14/2025	06/13/2025	0.00	3,515.15

Vendor Number	Vendor Name	Total Vendor Amount			
<u>032674</u>	Key Equipment & Supply Co	125,500.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	<u>79828</u>	05/16/2025	125,500.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>KC216954</u>	Leafer	04/23/2025	05/23/2025	0.00	125,500.00

Vendor Number	Vendor Name	Total Vendor Amount			
<u>018120</u>	O'Reilly Auto Parts	207.95			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	<u>79829</u>	05/16/2025	207.95		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>0154-246799 re-issue</u>	Brake fluid	04/15/2025	05/15/2025	0.00	74.97
<u>0154-249022 Re-issue</u>	Wiper blades	04/28/2025	05/28/2025	0.00	29.90
<u>0154-249473 Re-issue</u>	Wiper fluid & anti-freeze	04/30/2025	05/30/2025	0.00	103.08

Vendor Number	Vendor Name	Total Vendor Amount			
<u>035684</u>	Tyler Technologies, Inc	45,193.68			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	<u>7534</u>	05/16/2025	45,193.68		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>025-1476042</u>	Software annual fees	09/01/2024	10/01/2024	0.00	25,973.50
<u>025-500735</u>	Court migration services	03/12/2025	04/11/2025	0.00	3,000.00
<u>025-508467</u>	Meter Sync and Scheduler	04/30/2025	05/30/2025	0.00	125.00
<u>130-151724</u>	CAD/RMS	12/15/2024	01/14/2025	0.00	1,015.55
<u>130-153298</u>	CAD/RMS	12/31/2024	01/30/2025	0.00	11,500.00
<u>130-155277</u>	CAD/RMS	03/26/2025	04/25/2025	0.00	1,579.63
<u>130-155418</u>	CAD/RMS	03/31/2025	04/30/2025	0.00	2,000.00

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
General	Check	5	3	0.00	125,932.95
General	EFT	8	2	0.00	48,708.83
Packet Totals:		13	5	0.00	174,641.78

Cash Fund Summary

Fund	Name	Amount
099	Pooled Cash	-174,641.78
Packet Totals:		-174,641.78



City of Independence, KS

Payment Register

APPKT01089 - 5/23/2025 AP

Bank: General - Community National Bank

Vendor Number	Vendor Name					Total Vendor Amount	
	Void					0.00	
Payment Type	Payment Number			Payment Date	Payment Amount		
**Void EFT	<u>7542</u>			05/23/2025	0.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
				0.00	0.00		
**Void EFT	<u>7555</u>			05/23/2025	0.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
				0.00	0.00		
**Void EFT	<u>7556</u>			05/23/2025	0.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
				0.00	0.00		
**Void EFT	<u>7557</u>			05/23/2025	0.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
				0.00	0.00		
**Void EFT	<u>7558</u>			05/23/2025	0.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
				0.00	0.00		
**Void EFT	<u>7559</u>			05/23/2025	0.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
				0.00	0.00		
**Void EFT	<u>7560</u>			05/23/2025	0.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
				0.00	0.00		

Vendor Number	Vendor Name					Total Vendor Amount	
<u>032271</u>	A.L.E.R.T.					270.00	
Payment Type	Payment Number			Payment Date	Payment Amount		
EFT	<u>7535</u>			05/23/2025	270.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>020566</u>	Rader testing and recertifications	05/09/2025	06/08/2025	0.00	270.00		

Vendor Number	Vendor Name					Total Vendor Amount	
<u>038075</u>	Affordable Autos, Inc					326.42	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	<u>79830</u>			05/23/2025	326.42		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>INV0002536</u>		05/23/2025	05/23/2025	0.00	326.42		

Vendor Number	Vendor Name					Total Vendor Amount	
<u>035900</u>	Ane Mae's Coffee And Sandwich Shop					74.50	
Payment Type	Payment Number			Payment Date	Payment Amount		
EFT	<u>7536</u>			05/23/2025	74.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>12442</u>	Muffins & Coffee for Neewollah/DHS safety meeting	05/17/2025	06/16/2025	0.00	74.50		

Payment Register

APPKT01089 - 5/23/2025 AP

Vendor Number	Vendor Name					Total Vendor Amount
<u>036623</u>	AT&T					209.84
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>79831</u>	05/23/2025	209.84			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>7046224016</u>	Acct #831-001-4887-638 - Memorial Hall	05/07/2025	06/06/2025	0.00	209.84	
Vendor Number	Vendor Name					Total Vendor Amount
<u>037126</u>	Autozone, Inc					28.76
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>79832</u>	05/23/2025	28.76			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>01605530307</u>	Batteries	04/02/2025	05/02/2025	0.00	17.44	
<u>01605548234</u>	Headlight	05/13/2025	06/12/2025	0.00	11.32	
Vendor Number	Vendor Name					Total Vendor Amount
<u>037975</u>	Benefit Technology Resources, LLC					200.00
Payment Type	Payment Number	Payment Date	Payment Amount			
EFT	<u>7537</u>	05/23/2025	200.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>38590</u>	Employee Navigator Monthly Fees	05/16/2025	06/15/2025	0.00	200.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>035142</u>	Coffeyville Reg. Medical Center					1,159.46
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>79833</u>	05/23/2025	1,159.46			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0002538</u>		05/23/2025	05/23/2025	0.00	361.91	
<u>INV0002539</u>		05/23/2025	05/23/2025	0.00	376.14	
<u>INV0002540</u>		05/23/2025	05/23/2025	0.00	421.41	
Vendor Number	Vendor Name					Total Vendor Amount
<u>032078</u>	CPR Pest Management, Inc.					147.50
Payment Type	Payment Number	Payment Date	Payment Amount			
EFT	<u>7538</u>	05/23/2025	147.50			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>46539</u>	Pest Control	05/16/2025	06/15/2025	0.00	120.00	
<u>46570</u>	AWOL	05/16/2025	06/15/2025	0.00	27.50	
Vendor Number	Vendor Name					Total Vendor Amount
<u>037150</u>	Dave Bowman, Ph.D					200.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>79834</u>	05/23/2025	200.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>5/08/2025</u>	Psych Screening for M. Blumer	05/08/2025	06/07/2025	0.00	200.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>035115</u>	Express Services, Inc.					13,036.57
Payment Type	Payment Number	Payment Date	Payment Amount			
EFT	<u>7539</u>	05/23/2025	13,036.57			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>32324942</u>	Express Employment	05/14/2025	06/13/2025	0.00	13,036.57	
Vendor Number	Vendor Name					Total Vendor Amount
<u>032155</u>	Family Support Payment Center					173.08
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>79835</u>	05/23/2025	173.08			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0002535</u>		05/23/2025	05/23/2025	0.00	173.08	

Payment Register
APPKT01089 - 5/23/2025 AP

Vendor Number	Vendor Name					Total Vendor Amount	
032095	Fisher, Patterson, Saylor & Smith					337.50	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7540					05/23/2025	337.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
113272	Attorney	05/21/2025	06/20/2025	0.00	337.50		
Vendor Number	Vendor Name					Total Vendor Amount	
037139	Fleet Fuels, LLC					4,677.57	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7541					05/23/2025	4,677.57
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
121957	Fire/EMS Fuel	05/18/2025	06/17/2025	0.00	703.94		
121958	Police Fuel	05/18/2025	06/17/2025	0.00	744.54		
121963	Sanitation Fuel	05/18/2025	06/17/2025	0.00	991.40		
121980	Sewer Collection Fuel	05/18/2025	06/17/2025	0.00	127.49		
122042	Street Fuel	05/18/2025	06/17/2025	0.00	130.73		
122051	Water/Sewer Administration Fuel	05/18/2025	06/17/2025	0.00	134.59		
122137	Water Distribution Fuel	05/18/2025	06/17/2025	0.00	69.24		
122212	Animal Control Fuel	05/18/2025	06/17/2025	0.00	56.88		
122215	Sewer Treatment Fuel	05/18/2025	06/17/2025	0.00	79.04		
168794	Water Treatment Fuel	05/16/2025	06/15/2025	0.00	759.28		
168946	Water Treatment Fuel	05/19/2025	06/18/2025	0.00	880.44		
Vendor Number	Vendor Name					Total Vendor Amount	
009004	G & G Dozer & Equipment Co					80,000.00	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	79836					05/23/2025	80,000.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
121311	Demolition of Condemned houses	05/12/2025	06/11/2025	0.00	80,000.00		
Vendor Number	Vendor Name					Total Vendor Amount	
037986	Gold Mechanical, Inc.					990.00	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	79837					05/23/2025	990.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
2250883	Boiler and HVAC issue	05/20/2025	05/20/2025	0.00	990.00		
Vendor Number	Vendor Name					Total Vendor Amount	
010440	Hugo's Industrial Supply					2,130.60	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7543					05/23/2025	2,130.60
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
335946	Cleaning Supplies	05/13/2025	06/12/2025	0.00	1,717.48		
336013	Cleaning Service - KMC	05/14/2025	06/13/2025	0.00	38.40		
336083	Toner & pens	05/15/2025	06/14/2025	0.00	220.26		
336309	Toner	05/21/2025	06/20/2025	0.00	154.46		
Vendor Number	Vendor Name					Total Vendor Amount	
011180	Independence Community					6.00	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7544					05/23/2025	6.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
INV0002511	Charitable Contribution - Employee Direct	05/23/2025	05/23/2025	0.00	6.00		
Vendor Number	Vendor Name					Total Vendor Amount	
011211	Independence Fire Fighter					135.00	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7545					05/23/2025	135.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
INV0002513	Fire Insurance	05/23/2025	05/23/2025	0.00	135.00		

Payment Register

APPKT01089 - 5/23/2025 AP

Vendor Number	Vendor Name					Total Vendor Amount
<u>033149</u>	Independence Firemen's Association					180.00
Payment Type	Payment Number		Payment Date	Payment Amount		
EFT	<u>7546</u>		05/23/2025	180.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0002512</u>	Funding/ Firemen's Association	05/23/2025	05/23/2025	0.00	180.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>037321</u>	Internal Revenue Service					242.88
Payment Type	Payment Number		Payment Date	Payment Amount		
Check	<u>79838</u>		05/23/2025	242.88		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0002519</u>	Tax Levy	05/23/2025	05/23/2025	0.00	242.88	
Vendor Number	Vendor Name					Total Vendor Amount
<u>038141</u>	Jennifer Ewing					153.66
Payment Type	Payment Number		Payment Date	Payment Amount		
EFT	<u>7547</u>		05/23/2025	153.66		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0002503</u>	Food for KCJIS Conference J. Ewing and O. Snider	05/15/2025	06/14/2025	0.00	153.66	
Vendor Number	Vendor Name					Total Vendor Amount
<u>037005</u>	John Anderson					121.87
Payment Type	Payment Number		Payment Date	Payment Amount		
EFT	<u>7548</u>		05/23/2025	121.87		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0002505</u>	Meals and fuel for training in O'Fallon, MO	05/15/2025	06/14/2025	0.00	121.87	
Vendor Number	Vendor Name					Total Vendor Amount
<u>035182</u>	Johnson Controls Fire Protection Lp					1,334.67
Payment Type	Payment Number		Payment Date	Payment Amount		
Check	<u>79839</u>		05/23/2025	1,334.67		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>24670989</u>	Fire Alarm System	04/11/2025	05/11/2025	0.00	291.67	
<u>52860087</u>	Fire Alarm Repair	04/08/2025	05/08/2025	0.00	1,043.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>032449</u>	Kansas Payment Center					581.07
Payment Type	Payment Number		Payment Date	Payment Amount		
Check	<u>79840</u>		05/23/2025	581.07		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0002532</u>		05/23/2025	05/23/2025	0.00	282.46	
<u>INV0002533</u>		05/23/2025	05/23/2025	0.00	90.92	
<u>INV0002534</u>		05/23/2025	05/23/2025	0.00	207.69	
Vendor Number	Vendor Name					Total Vendor Amount
<u>038065</u>	KWIKOM Communications					165.00
Payment Type	Payment Number		Payment Date	Payment Amount		
EFT	<u>7549</u>		05/23/2025	165.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>B58201-9</u>	Internet	05/20/2025	06/19/2025	0.00	165.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>036883</u>	Labette Health					561.50
Payment Type	Payment Number		Payment Date	Payment Amount		
EFT	<u>7550</u>		05/23/2025	561.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2025 - 2</u>	Hiring drug screens and physicals	05/07/2025	06/06/2025	0.00	561.50	

Payment Register
APPKT01089 - 5/23/2025 AP

Vendor Number	Vendor Name					Total Vendor Amount	
033182	Lakeland Office Systems					63.98	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	79841					05/23/2025	63.98
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
IN648264	Mthly Service + overage	05/12/2025	06/11/2025	0.00	63.98		
Vendor Number	Vendor Name					Total Vendor Amount	
038128	Latimer, Sommers & Associates P.A.					1,200.00	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7551					05/23/2025	1,200.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
22682	Memorial Hall HVAC Design	05/15/2025	05/15/2025	0.00	1,200.00		
Vendor Number	Vendor Name					Total Vendor Amount	
035269	McDaniel Company, Inc.					6,827.76	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7552					05/23/2025	6,827.76
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
37263	Fire Sprinkler System Repair	05/14/2025	06/13/2025	0.00	4,192.14		
37264-1	Sprinkler repair	05/14/2025	06/13/2025	0.00	2,635.62		
Vendor Number	Vendor Name					Total Vendor Amount	
036460	McHugh Video Productions					2,600.00	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	79842					05/23/2025	2,600.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
1394	Commisison & Zoning Meetings	05/20/2025	06/19/2025	0.00	2,600.00		
Vendor Number	Vendor Name					Total Vendor Amount	
037950	Medical Air Services Association					655.00	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7553					05/23/2025	655.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
INV0002446	Medical Air Services Premium	05/09/2025	05/31/2025	0.00	313.50		
INV0002523	Medical Air Services Premium	05/23/2025	05/31/2025	0.00	341.50		
Vendor Number	Vendor Name					Total Vendor Amount	
037915	Metropolitan Life Insurance Company					6,185.23	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7554					05/23/2025	6,185.23
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
INV0002430	Accident Insurance	05/09/2025	05/09/2025	0.00	412.58		
INV0002431	Critical Illness Premium	05/09/2025	05/31/2025	0.00	266.12		
INV0002437	Basic Group AD&D Premium	05/09/2025	05/09/2025	0.00	116.08		
INV0002438	Basic Group Life Insurance Premium	05/09/2025	05/09/2025	0.00	423.18		
INV0002440	Hospital Indemnity Premium	05/09/2025	05/31/2025	0.00	114.84		
INV0002451	Short Term Disability Premium	05/09/2025	05/31/2025	0.00	485.87		
INV0002452	Vision Insurance Premium	05/09/2025	05/31/2025	0.00	723.62		
INV0002453	Voluntary AD&D Premium	05/09/2025	05/31/2025	0.00	45.29		
INV0002454	Voluntary Life Ins Premium	05/09/2025	05/31/2025	0.00	452.12		
INV0002473	Basic Group AD&D Premium	05/09/2025	05/09/2025	0.00	1.04		
INV0002474	Basic Group Life Insurance Premium	05/09/2025	05/09/2025	0.00	3.78		
INV0002507	Accident Insurance	05/23/2025	05/23/2025	0.00	388.52		
INV0002508	Critical Illness Premium	05/23/2025	05/31/2025	0.00	279.58		
INV0002514	Basic Group AD&D Premium	05/23/2025	05/23/2025	0.00	11.01		
INV0002515	Basic Group Life Insurance Premium	05/23/2025	05/23/2025	0.00	442.05		
INV0002517	Hospital Indemnity Premium	05/23/2025	05/31/2025	0.00	120.00		
INV0002528	Short Term Disability Premium	05/23/2025	05/31/2025	0.00	514.17		
INV0002529	Vision Insurance Premium	05/23/2025	05/31/2025	0.00	878.24		
INV0002530	Voluntary AD&D Premium	05/23/2025	05/31/2025	0.00	46.81		

Payment Register

APPKT01089 - 5/23/2025 AP

<u>INV0002531</u>	Voluntary Life Ins Premium	05/23/2025	05/31/2025	0.00	460.33
Vendor Number	Vendor Name	Total Vendor Amount			
016030	Montgomery County Dept. of Corrections	220.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	79843	05/23/2025	220.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INPD 04/25	Inmate housing B. Kebert & H. Thornton	05/05/2025	06/04/2025	0.00	220.00
Vendor Number	Vendor Name	Total Vendor Amount			
035314	Montgomery County Register Of Deeds	7.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	79844	05/23/2025	7.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0002557	Register of Plat	05/23/2025	06/22/2025	0.00	7.00
Vendor Number	Vendor Name	Total Vendor Amount			
036656	Optiv Security, Inc.	131.88			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	79845	05/23/2025	131.88		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV-10025896346	Tokens	05/06/2025	06/05/2025	0.00	131.88
Vendor Number	Vendor Name	Total Vendor Amount			
018120	O'Reilly Auto Parts	13.46			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	79846	05/23/2025	13.46		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0154-252687	light	05/19/2025	06/18/2025	0.00	13.46
Vendor Number	Vendor Name	Total Vendor Amount			
036802	Otis Elevator Company	125.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	79847	05/23/2025	125.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
F10000221175	Cust no 89566886 - Elevator	05/05/2025	06/04/2025	0.00	125.00
Vendor Number	Vendor Name	Total Vendor Amount			
038152	Pappas Hayden Westberg & Jackson PC	498.79			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	79848	05/23/2025	498.79		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0002537		05/23/2025	05/23/2025	0.00	498.79
Vendor Number	Vendor Name	Total Vendor Amount			
037754	Paula Hayes	1,134.81			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	7561	05/23/2025	1,134.81		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3245506118	Hotel & gas for Dispatchers KCJIS Conference	05/16/2025	06/15/2025	0.00	1,066.01
INV0002506	Lunch for Academy Graduation (x3)	05/12/2025	06/11/2025	0.00	68.80
Vendor Number	Vendor Name	Total Vendor Amount			
020010	Quality Motors Of Independence	2,668.24			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	79849	05/23/2025	2,668.24		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
189986	Report card and oil change	03/13/2025	04/12/2025	0.00	72.82
190262	Tire replacement	04/01/2025	05/01/2025	0.00	300.20
190341	Steering Gear replacement, alignment, power steeri	04/08/2025	05/08/2025	0.00	2,154.87
190695	New Battery	05/05/2025	06/04/2025	0.00	140.35

Payment Register

APPKT01089 - 5/23/2025 AP

Vendor Number	Vendor Name	Total Vendor Amount			
<u>021300</u>	Resource Recovery Div 4392	14,764.85			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	<u>7562</u>	05/23/2025	14,764.85		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>4392-000009082</u>	Landfill	05/15/2025	06/14/2025	0.00	14,764.85
Vendor Number	Vendor Name	Total Vendor Amount			
<u>037888</u>	Rincks Dwood Plumbing	4,600.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	<u>7563</u>	05/23/2025	4,600.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>3649</u>	Sewer repair 304 S. 17th	05/17/2025	06/16/2025	0.00	4,000.00
<u>3661</u>	Sewer repair 921 E. Hill	05/17/2025	06/16/2025	0.00	600.00
Vendor Number	Vendor Name	Total Vendor Amount			
<u>036202</u>	Security 1st Title LLC	195.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	<u>79850</u>	05/23/2025	195.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>3130815</u>	401 S. 2nd	05/15/2025	06/14/2025	0.00	195.00
Vendor Number	Vendor Name	Total Vendor Amount			
<u>035378</u>	Verizon Wireless	80.06			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	<u>79851</u>	05/23/2025	80.06		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>6113016412</u>	SE Liftstation	05/08/2025	06/07/2025	0.00	80.06
Vendor Number	Vendor Name	Total Vendor Amount			
<u>037953</u>	Worksteps, Inc	225.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	<u>79852</u>	05/23/2025	225.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>WSC-12403</u>	POET Test	04/30/2025	05/30/2025	0.00	150.00
<u>WSC-12439</u>	POET Test	04/30/2025	05/30/2025	0.00	75.00

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
General	Check	33	23	0.00	92,074.59
General	EFT	17	6	0.00	37,616.49
General	Voided **Void EFT	0	5	0.00	0.00
General	EFT	34	10	0.00	17,448.09
General	Voided **Void EFT	0	1	0.00	0.00
General	EFT	8	6	0.00	2,500.34
General	Voided **Void EFT	0	1	0.00	0.00
Packet Totals:		92	52	0.00	149,639.51

Cash Fund Summary

Fund	Name	Amount
099	Pooled Cash	-149,639.51
Packet Totals:		-149,639.51



City of Independence, KS

Payment Register

APPKT01101 - 5/28/2025 AP
01 - City of Independence

Bank: General - Community National Bank

Vendor Number	Vendor Name	Total Vendor Amount	
036729	Daniel Bowers	450.00	
Payment Type	Payment Number	Payment Date	Payment Amount
EFT	7564	05/28/2025	450.00
Payable Number	Description	Payable Date	Due Date
5/28/25 Refund	Refund of Equipment Overpayment	05/28/2025	06/27/2025
		Discount Amount	Payable Amount
		0.00	450.00

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
General	EFT	1	1	0.00	450.00
Packet Totals:		1	1	0.00	450.00

Cash Fund Summary

Fund	Name	Amount
099	Pooled Cash	-450.00
Packet Totals:		-450.00



City of Independence, KS

Payment Register

APPKT01096 - 5/30/2025 AP

Bank: General - Community National Bank

Vendor Number	Vendor Name					Total Vendor Amount
	Void					0.00
Payment Type	Payment Number	Payment Date	Payment Amount			
**Void EFT	<u>7576</u>	05/30/2025	0.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
				0.00	0.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>037733</u>	Allied USA Medical Waste					50.00
Payment Type	Payment Number	Payment Date	Payment Amount			
EFT	<u>7565</u>	05/30/2025	50.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>353039A</u>	Medical Waste	04/30/2025	05/30/2025	0.00	50.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>002510</u>	Ashcraft Tire Company Inc					317.70
Payment Type	Payment Number	Payment Date	Payment Amount			
EFT	<u>7566</u>	05/30/2025	317.70			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>048774</u>	Oil Change, Filters	04/24/2025	05/24/2025	0.00	317.70	

Vendor Number	Vendor Name					Total Vendor Amount
<u>034736</u>	AT&T Mobility					175.45
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>79853</u>	05/30/2025	175.45			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>287348209881X05272025</u>	Acct# 287348209881	05/19/2025	06/18/2025	0.00	98.46	
<u>287348366225X05272025</u>	Acct# 287348366225	05/19/2025	06/18/2025	0.00	76.99	

Vendor Number	Vendor Name					Total Vendor Amount
<u>037126</u>	Autozone, Inc					523.30
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>79854</u>	05/30/2025	523.30			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>01605511419</u>	Battery	02/18/2025	03/20/2025	0.00	342.22	
<u>01605535836</u>	Oil & Filter	04/15/2025	05/15/2025	0.00	174.69	
<u>01605539688</u>	Filter	04/24/2025	05/24/2025	0.00	6.39	

Vendor Number	Vendor Name					Total Vendor Amount
<u>037918</u>	Baker Services Inc					1,527.60
Payment Type	Payment Number	Payment Date	Payment Amount			
EFT	<u>7567</u>	05/30/2025	1,527.60			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>70144</u>	Ammonium Sulfate	05/06/2025	06/05/2025	0.00	763.80	
<u>70159</u>	Ammonium Sulfate	05/14/2025	06/13/2025	0.00	763.80	

Vendor Number	Vendor Name					Total Vendor Amount
<u>032744</u>	Brenntag Southwest Inc.					2,180.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>79855</u>	05/30/2025	2,180.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>BSW623055</u>	Chlorine	05/08/2025	06/07/2025	0.00	2,180.00	

Payment Register
APPKT01096 - 5/30/2025 AP

Vendor Number	Vendor Name					Total Vendor Amount
<u>033027</u>	Cintas Corporation					82.57
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7568</u>			05/30/2025	82.57	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>5269650704</u>	Airport first aid supplies	05/12/2025	06/11/2025	0.00	13.16	
<u>5269650709</u>	WTP First Aid Supplies	05/12/2025	06/11/2025	0.00	69.41	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004640</u>	City Of Indep-Petty Cash					489.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>79856</u>			05/30/2025	489.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>May 2025</u>	Reimbursements	05/29/2025	06/28/2025	0.00	489.50	
Vendor Number	Vendor Name					Total Vendor Amount
<u>037780</u>	Clean Uniform Company					389.66
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7569</u>			05/30/2025	389.66	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>22262296</u>	Airport Uniform Cleaning	04/15/2025	05/15/2025	0.00	97.00	
<u>22264158</u>	Airport Uniform Cleaning	04/22/2025	05/22/2025	0.00	97.00	
<u>22265957</u>	Airport Uniform Cleaning	04/29/2025	05/29/2025	0.00	97.00	
<u>22267764</u>	Airport Uniform Cleaning	05/06/2025	06/05/2025	0.00	98.66	
Vendor Number	Vendor Name					Total Vendor Amount
<u>033671</u>	Coffeyville Feed & Farm Supply					814.25
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7570</u>			05/30/2025	814.25	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>92945</u>	animal feed	05/10/2025	06/09/2025	0.00	814.25	
Vendor Number	Vendor Name					Total Vendor Amount
<u>034082</u>	Donna G. Dean					32.20
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7571</u>			05/30/2025	32.20	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0002657</u>	Mileage reimbursement - court	05/29/2025	06/28/2025	0.00	32.20	
Vendor Number	Vendor Name					Total Vendor Amount
<u>035115</u>	Express Services, Inc.					14,120.48
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7572</u>			05/30/2025	14,120.48	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>32358976</u>	Express Employment	05/21/2025	06/20/2025	0.00	14,120.48	
Vendor Number	Vendor Name					Total Vendor Amount
<u>033119</u>	Fastenal Company					8.13
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7573</u>			05/30/2025	8.13	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>KSIND66421</u>	Lime Vest	03/24/2025	05/30/2025	0.00	8.13	
Vendor Number	Vendor Name					Total Vendor Amount
<u>035760</u>	Feld Fire					8,174.12
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7574</u>			05/30/2025	8,174.12	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV7070</u>	2 Used SCBA's, 4 used SCBA Bottles	03/20/2025	04/19/2025	0.00	8,174.12	

Payment Register

APPKT01096 - 5/30/2025 AP

Vendor Number	Vendor Name						Total Vendor Amount
<u>037139</u>	Fleet Fuels, LLC						5,406.51
Payment Type	Payment Number				Payment Date	Payment Amount	
EFT	<u>7575</u>				05/30/2025	5,406.51	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>122290</u>	Fire/EMS Fuel	05/25/2025	06/24/2025	0.00	547.40		
<u>122306</u>	Water Distribution Fuel	05/25/2025	06/24/2025	0.00	182.45		
<u>122307</u>	Sanitation Fuel	05/25/2025	06/24/2025	0.00	844.41		
<u>122308</u>	Police Fuel	05/25/2025	06/24/2025	0.00	704.52		
<u>122310</u>	Water/Sewer Administration Fuel	05/25/2025	06/24/2025	0.00	160.84		
<u>122397</u>	Street Fuel	05/25/2025	06/24/2025	0.00	259.03		
<u>122449</u>	Public Safety Director Fuel	05/25/2025	06/24/2025	0.00	35.36		
<u>168142</u>	Hydraulic Fluid	05/05/2025	06/04/2025	0.00	40.00		
<u>168991</u>	park fuel	05/13/2025	06/12/2025	0.00	769.64		
<u>169046</u>	Water Treatment Fuel	05/22/2025	06/21/2025	0.00	828.12		
<u>169067</u>	Water Treatment Fuel	05/26/2025	06/25/2025	0.00	1,034.74		

Vendor Number	Vendor Name						Total Vendor Amount
<u>037742</u>	Gaven Thompson						11.30
Payment Type	Payment Number						Payment Date Payment Amount
EFT	<u>7577</u>						05/30/2025 11.30
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>INV0002654</u>	Medication reimbursement - workers comp	05/14/2025	06/13/2025	0.00	11.30		

Vendor Number	Vendor Name						Total Vendor Amount
<u>009330</u>	Grainger						290.97
Payment Type	Payment Number						Payment Date Payment Amount
EFT	<u>7578</u>						05/30/2025 290.97
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>9505745068</u>	Respirator	05/13/2025	06/12/2025	0.00	290.97		

Vendor Number	Vendor Name						Total Vendor Amount
<u>010440</u>	Hugo's Industrial Supply						596.68
Payment Type	Payment Number						Payment Date Payment Amount
EFT	<u>7579</u>						05/30/2025 596.68
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>331954</u>	Laundry Soap, Tash bags, 6 Wash Brushes W/ handles	02/20/2025	03/22/2025	0.00	247.06		
<u>332534</u>	Kitchen Paper Towels 30 Rolls	03/05/2025	04/04/2025	0.00	75.28		
<u>335122</u>	Kitchen Paper Towels and Trash Bags	04/25/2025	05/25/2025	0.00	73.04		
<u>335723</u>	janitorial supplies	05/08/2025	06/07/2025	0.00	39.30		
<u>335818</u>	janitorial supplies	05/09/2025	06/08/2025	0.00	162.00		

Vendor Number	Vendor Name						Total Vendor Amount
<u>011212</u>	Independence Heating & Air						220.00
Payment Type	Payment Number						Payment Date Payment Amount
EFT	<u>7580</u>						05/30/2025 220.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>45308</u>	thermostat replacement	05/12/2025	06/11/2025	0.00	220.00		

Vendor Number	Vendor Name						Total Vendor Amount
<u>036025</u>	Ironworks Welding And Fabrication						918.00
Payment Type	Payment Number						Payment Date Payment Amount
EFT	<u>7581</u>						05/30/2025 918.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>4024</u>	Dumpster and Truck Fab Work	04/02/2025	05/02/2025	0.00	918.00		

Payment Register
APPKT01096 - 5/30/2025 AP

Vendor Number <u>037366</u>	Vendor Name Joe Smith Company					Total Vendor Amount 666.31	
Payment Type EFT	Payment Number <u>7582</u>					Payment Date 05/30/2025	Payment Amount 666.31
Payable Number <u>358904-0403452</u>	Description Concession supplies	Payable Date 04/07/2025	Due Date 05/07/2025	Discount Amount 0.00	Payable Amount 666.31		
Vendor Number <u>038039</u>	Vendor Name Kayla Angleton					Total Vendor Amount 233.10	
Payment Type EFT	Payment Number <u>7583</u>					Payment Date 05/30/2025	Payment Amount 233.10
Payable Number <u>INV0002565</u>	Description Mileage	Payable Date 05/27/2025	Due Date 05/27/2025	Discount Amount 0.00	Payable Amount 233.10		
Vendor Number <u>038202</u>	Vendor Name Keith Youngblood					Total Vendor Amount 77.00	
Payment Type EFT	Payment Number <u>7584</u>					Payment Date 05/30/2025	Payment Amount 77.00
Payable Number <u>5/15/25 Training</u>	Description Mileage reimbursement- training lola	Payable Date 05/15/2025	Due Date 05/15/2025	Discount Amount 0.00	Payable Amount 77.00		
Vendor Number <u>036883</u>	Vendor Name Labette Health					Total Vendor Amount 3,936.01	
Payment Type EFT	Payment Number <u>7585</u>					Payment Date 05/30/2025	Payment Amount 3,936.01
Payable Number <u>18</u>	Description [REDACTED] Modesitt PRN Pay 11/24	Payable Date 12/02/2024	Due Date 01/01/2025	Discount Amount 0.00	Payable Amount 1,455.99		
<u>2024 - 16</u>	Modesitt 9/1/24	10/07/2024	11/06/2024	0.00	598.35		
<u>2024 - 62</u>	Medications for Ambulances	12/04/2024	01/03/2025	0.00	216.26		
<u>22</u>	[REDACTED] Modesitt PRN Pay 3/1/25 - 3/22/28	04/16/2025	05/16/2025	0.00	1,665.41		
Vendor Number <u>037567</u>	Vendor Name Leroy Compton					Total Vendor Amount 235.20	
Payment Type EFT	Payment Number <u>7586</u>					Payment Date 05/30/2025	Payment Amount 235.20
Payable Number <u>INV0002655</u>	Description Training reimbursement	Payable Date 05/07/2025	Due Date 06/06/2025	Discount Amount 0.00	Payable Amount 235.20		
Vendor Number <u>036790</u>	Vendor Name Life-Assist, Inc					Total Vendor Amount 3,887.05	
Payment Type EFT	Payment Number <u>7587</u>					Payment Date 05/30/2025	Payment Amount 3,887.05
Payable Number <u>1578384</u>	Description Electrodes, 20 G IV's, Urinals, 15 Drop Sets	Payable Date 03/07/2025	Due Date 04/06/2025	Discount Amount 0.00	Payable Amount 884.73		
<u>1579817</u>	Lg Gloves, Ped Collars, Suction Battery, Suction C	03/12/2025	04/11/2025	0.00	532.99		
<u>1581149</u>	Pillow Cases, Fitted Sheets, 10 people movers	03/17/2025	04/16/2025	0.00	436.46		
<u>1582755</u>	Nasal Airways 24, 30, 32 fr, Pressure Infusers	03/24/2025	04/23/2025	0.00	182.05		
<u>1584870</u>	Advanced Airways, Gloves, Tourniquets, Ext Sets	03/28/2025	04/27/2025	0.00	622.18		
<u>1586584</u>	EKG Paper, 20g IV catheters	04/03/2025	05/03/2025	0.00	361.00		
<u>1587212</u>	Sani-Cloths, Guaze, Nasal O2, Start Triage Trainer	04/07/2025	05/07/2025	0.00	299.40		
<u>1590065</u>	Adult C-Collars, 22g Iv Catheters	04/15/2025	05/15/2025	0.00	420.50		
<u>1591407</u>	People Movers, Mad Devices, Needles, Penlights	04/21/2025	05/21/2025	0.00	147.74		
Vendor Number <u>035269</u>	Vendor Name McDaniel Company, Inc.					Total Vendor Amount 1,697.25	
Payment Type EFT	Payment Number <u>7588</u>					Payment Date 05/30/2025	Payment Amount 1,697.25
Payable Number <u>37256</u>	Description Sprinker Inpsection	Payable Date 05/13/2025	Due Date 06/12/2025	Discount Amount 0.00	Payable Amount 1,697.25		

Payment Register

APPKT01096 - 5/30/2025 AP

Vendor Number	Vendor Name					Total Vendor Amount
<u>015960</u>	Montgomery County Action Council					160.00
Payment Type	Payment Number		Payment Date	Payment Amount		
EFT	<u>7589</u>		05/30/2025	160.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>veQA7a8VPK</u>	Meeting	05/23/2025	06/22/2025	0.00	160.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>038204</u>	Nate Lambert					37.80
Payment Type	Payment Number		Payment Date	Payment Amount		
EFT	<u>7590</u>		05/30/2025	37.80		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0002656</u>	Training	05/20/2025	05/20/2025	0.00	37.80	
Vendor Number	Vendor Name					Total Vendor Amount
<u>034782</u>	Nelson, Inc.					2,415.00
Payment Type	Payment Number		Payment Date	Payment Amount		
Check	<u>79857</u>		05/30/2025	2,415.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>S-10875</u>	OSHA Inspections	05/09/2025	06/08/2025	0.00	903.00	
<u>S-12600</u>	OSHA Inspections	05/09/2025	06/08/2025	0.00	1,512.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>018120</u>	O'Reilly Auto Parts					405.87
Payment Type	Payment Number		Payment Date	Payment Amount		
Check	<u>79858</u>		05/30/2025	405.87		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>0154-249132</u>	Oil Filter for Brush 1	04/29/2025	05/29/2025	0.00	16.40	
<u>0154-250900</u>	Oil	05/08/2025	06/07/2025	0.00	213.06	
<u>0154-251848</u>	Equipment maint supplies	05/14/2025	06/13/2025	0.00	176.41	
Vendor Number	Vendor Name					Total Vendor Amount
<u>032859</u>	Pace Analytical Services					537.00
Payment Type	Payment Number		Payment Date	Payment Amount		
EFT	<u>7591</u>		05/30/2025	537.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2560226459</u>	Water Analysis	05/05/2025	06/04/2025	0.00	537.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>038203</u>	Paul Fairbank					188.02
Payment Type	Payment Number		Payment Date	Payment Amount		
Check	<u>79859</u>		05/30/2025	188.02		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>5/6/25 Refund</u>	Payment refund for medical services	05/06/2025	05/06/2025	0.00	188.02	
Vendor Number	Vendor Name					Total Vendor Amount
<u>037404</u>	Red Tiger Tire & Auto Inc.					10.00
Payment Type	Payment Number		Payment Date	Payment Amount		
EFT	<u>7592</u>		05/30/2025	10.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>10923</u>	Mower Tire Repair	05/14/2025	06/13/2025	0.00	10.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>036180</u>	SEK Garage Doors					220.00
Payment Type	Payment Number		Payment Date	Payment Amount		
Check	<u>79860</u>		05/30/2025	220.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>061383</u>	service call	02/21/2025	03/23/2025	0.00	220.00	

Payment Register
APPKT01096 - 5/30/2025 AP

Vendor Number	Vendor Name					Total Vendor Amount	
<u>022400</u>	Sherwin Williams					7.59	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	<u>7593</u>					05/30/2025	7.59
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>1605-1</u>	Pain Mixer for Love Independence Day	04/25/2025	05/25/2025	0.00	7.59		

Vendor Number	Vendor Name						Total Vendor Amount	
<u>033988</u>	Stryker Sales Corporation						32,134.98	
Payment Type	Payment Number						Payment Date	Payment Amount
EFT	<u>7594</u>						05/30/2025	32,134.98
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount			
<u>9209068397</u>	KRAF Grant Stair Chair Battery Chargers	04/22/2025	05/22/2025	0.00	1,447.68			
<u>9209077954</u>	KRAF Grant Stair Chair O2 Holders x2	04/23/2025	05/23/2025	0.00	492.00			
<u>9209180765</u>	KRAF Grant Power Stair Chair x2	05/05/2025	06/04/2025	0.00	28,485.54			
<u>9209203967</u>	KRAF Grant Stair Chair Power Cords	05/07/2025	06/06/2025	0.00	56.16			
<u>9209225899</u>	KRAF Grant Stair Chair Batteries	05/09/2025	06/08/2025	0.00	1,653.60			

Vendor Number	Vendor Name					Total Vendor Amount
<u>034515</u>	Tidy Whitie's Laundromat					7.48
Payment Type	Payment Number				Payment Date	Payment Amount
EFT	<u>7595</u>				05/30/2025	7.48
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>5882</u>	Wash & Fold	05/13/2025	06/12/2025	0.00	7.48	

Vendor Number	Vendor Name					Total Vendor Amount	
032696	United Rentals, Inc.					7,721.04	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	7596					05/30/2025	7,721.04
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
242747742-005	Hose & Fittings	05/06/2025	06/05/2025	0.00	3,560.04		
242747742-006	Hoses and Fittingsd	05/26/2025	06/25/2025	0.00	4,161.00		

Vendor Number	Vendor Name						Total Vendor Amount	
<u>035913</u>	Waters Hardware						130.19	
Payment Type	Payment Number						Payment Date	Payment Amount
EFT	<u>7597</u>						05/30/2025	130.19
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount			
<u>5119/P</u>	Cust no 72178 Squeegee, Goof Off Remover, Stencils	04/09/2025	05/09/2025	0.00	12.27			
<u>5469/P</u>	Cust no 72177 - Bushings/Hose	05/13/2025	06/12/2025	0.00	28.46			
<u>5533/P</u>	Cust no 72177 - Bushings and Brass	05/20/2025	06/19/2025	0.00	10.76			
<u>5543/P</u>	Cust no 72177 - Trimmer Head	05/21/2025	06/20/2025	0.00	78.70			

Vendor Number	Vendor Name					Total Vendor Amount
<u>034744</u>	Woods Lumber Company					246.64
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>7598</u>			05/30/2025	246.64	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>600718</u>	equipment rental	05/08/2025	06/07/2025	0.00	141.49	
<u>600855</u>	buffer fence repair	05/09/2025	06/08/2025	0.00	105.15	

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
General	Check	14	8	0.00	6,597.14
General	EFT	72	33	0.00	84,684.81
General	Voided **Void EFT	0	1	0.00	0.00
Packet Totals:		86	42	0.00	91,281.95

Cash Fund Summary

Fund	Name	Amount
099	Pooled Cash	-91,281.95
Packet Totals:		-91,281.95



City of Independence, KS

Payment Register

APPKT01106 - 5/30/25-2 AP
01 - City of Independence

Bank: General - Community National Bank

Vendor Number	Vendor Name	Total Vendor Amount			
<u>037822</u>	Evans, Bierly, Hutchison & Associates, P.A.	17,933.75			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	<u>7599</u>	05/30/2025	17,933.75		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>15872</u>	WATER TRANSMISSION LINE	04/29/2025	05/29/2025	0.00	17,933.75

Vendor Number	Vendor Name	Total Vendor Amount			
<u>032887</u>	Professional Engineering	705.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT	<u>7600</u>	05/30/2025	705.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>534658</u>	Low Service Pump Evaluation	04/29/2025	05/29/2025	0.00	705.00

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
General	EFT	2	2	0.00	18,638.75
Packet Totals:		2	2	0.00	18,638.75

Cash Fund Summary

Fund	Name	Amount
099	Pooled Cash	-18,638.75
Packet Totals:		-18,638.75

MAY 2025 DRAFT

\$ 309,871.73



City of Independence, KS

Vendor History Report

By Vendor Name

Posting Date Range -

Payment Date Range 05/01/2025 - 05/31/2025

Payable Number	Description	Units	Price	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description				Amount	Account Number	Account Name		Dist	Amount				
Vendor Set: 01 - City of Independence													
037209 - First National Bank Of Omaha								48,569.39	113.69	67.25	0.00	48,750.33	48,750.33
00050856	Department Ambulance EMS License			5/31/2025		DFT0003479	5/31/2025	200.00	0.00	0.00	0.00	200.00	200.00
	Board of EMS Ambulanc	1.00	200.00	200.00	001-026-60270	Membership Dues			200.00				
00051012	Board of EMS Ambulance Service Permit R			5/31/2025		DFT0003477	5/31/2025	100.00	0.00	0.00	0.00	100.00	100.00
	Board of EMS Ambulanc	1.00	100.00	100.00	001-026-60270	Membership Dues			100.00				
0062326330692	Delta Flight to Baltimore, MD - J. Gregory			5/31/2025		DFT0003397	5/31/2025	305.37	0.00	0.00	0.00	305.37	305.37
	Delta Flight to Baltimore	0.00	0.00	305.37	008-020-60760	Training			305.37				
00625-19732	Oil Change			5/31/2025		DFT0003359	5/31/2025	98.54	0.00	0.00	0.00	98.54	98.54
	Oil Change	1.00	98.54	98.54	031-066-60340	Vehicle Repair & Maintenance			98.54				
0098849-IN	Pig Tail for Inset Fixtures - Flight Light			5/31/2025		DFT0003362	5/31/2025	100.10	18.00	0.00	0.00	118.10	118.10
	Pig Tail for inset fixtures	5.00	20.02	118.10	031-066-70220	Grounds Repair & Maintenance Suj			118.10				
013856	Pete's Water for Officer/barricaded subject			5/31/2025		DFT0003571	5/31/2025	10.82	0.00	0.00	0.00	10.82	10.82
	Water for Officer/barric	1.00	10.82	10.82	001-021-70000	Other Operational Supplies			10.82				
0154-244784	misc supplies			5/31/2025		DFT0003544	5/31/2025	32.48	0.00	0.00	0.00	32.48	32.48
	misc supplies	1.00	32.48	32.48	001-042-70230	Equipment Repair & Maintenance !			32.48				
0154-245230	801 vehicle maint			5/31/2025		DFT0003535	5/31/2025	8.48	0.00	0.00	0.00	8.48	8.48
	vehicle maint	1.00	8.48	8.48	001-042-70240	Vehilcle Repair & Maintenance Sup			8.48				
0154-246909	Gator maint			5/31/2025		DFT0003549	5/31/2025	61.98	0.00	0.00	0.00	61.98	61.98
	Gator maint	1.00	61.98	61.98	001-042-70230	Equipment Repair & Maintenance !			61.98				
0154-248581	train parts			5/31/2025		DFT0003539	5/31/2025	16.20	0.00	0.00	0.00	16.20	16.20
	general maint	1.00	16.20	16.20	001-041-70270	Amusement Repair & Maintenance			16.20				
0154-248952	repair supplies			5/31/2025		DFT0003538	5/31/2025	13.66	0.00	0.00	0.00	13.66	13.66
	equipment repair suppli	1.00	13.66	13.66	001-042-70230	Equipment Repair & Maintenance !			13.66				
01605529854	Spark plugs			5/31/2025		DFT0003537	5/31/2025	9.28	0.00	0.00	0.00	9.28	9.28
	Spark plugs	1.00	9.28	9.28	001-042-70230	Equipment Repair & Maintenance !			9.28				
01605535138	train repair			5/31/2025		DFT0003546	5/31/2025	49.97	0.00	0.00	0.00	49.97	49.97
	train repair	1.00	49.97	49.97	001-041-70270	Amusement Repair & Maintenance			49.97				
02286	Kansas State Association of Fire Chiefs Mer			5/31/2025		DFT0003474	5/31/2025	60.00	0.00	0.00	0.00	60.00	60.00
	Kansas State Associator	1.00	60.00	60.00	001-026-60270	Membership Dues			60.00				
02749	animal feed and concession items			5/31/2025		DFT0003427	5/31/2025	31.04	0.00	0.00	0.00	31.04	31.04

Vendor History Report

Posting Date Range -

Payable Number	Description	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
animal feed and conces	1.00	31.04	31.04	001-042-70082	Concessions	18.16					
				001-042-70083	Animal Food	12.88					
03426758	walking trail signs	5/31/2025		DFT0003451	5/31/2025	1,349.76	0.00	0.00	0.00	1,349.76	1,349.76
walking trail signs	1.00	1,349.76	1,349.76	001-041-70220	Grounds Repair & Maintenance Su	1,349.76					
03426758-01	refund of cancelled order	5/31/2025		DFT0003415	5/31/2025	-1,349.76	0.00	0.00	0.00	-1,349.76	-1,349.76
refund of cancelled orde	-1.00	1,349.76	-1,349.76	001-041-70220	Grounds Repair & Maintenance Su	-1,349.76					
04304362608214780489	Supplies	5/31/2025		DFT0003453	5/31/2025	60.02	0.00	0.00	0.00	60.02	60.02
Supplies	1.00	60.02	60.02	001-046-70000	Other Operational Supplies	60.02					
04704660688218773449	Tote Lockers	5/31/2025		DFT0003358	5/31/2025	92.90	0.00	0.00	0.00	92.90	92.90
Tote Lockers	1.00	92.90	92.90	031-066-70000	Other Operational Supplies	92.90					
052133	fountain repair	5/31/2025		DFT0003433	5/31/2025	48.77	0.00	0.00	0.00	48.77	48.77
fountain repair	1.00	48.77	48.77	001-041-70220	Grounds Repair & Maintenance Su	48.77					
0579	Gift certs for Anniversary's	5/31/2025		DFT0003403	5/31/2025	405.00	0.00	0.00	0.00	405.00	405.00
Gift certs for Anniversar	1.00	405.00	405.00	001-021-50200	Other Employee Benefits	405.00					
06175	concessions and other items	5/31/2025		DFT0003556	5/31/2025	136.17	0.00	0.00	0.00	136.17	136.17
concessions and other it	1.00	136.17	136.17	001-041-70000	Other Operational Supplies	22.81					
				001-042-70000	Other Operational Supplies	68.39					
				001-042-70082	Concessions	44.97					
063301949242396491156	diets and other supplies	5/31/2025		DFT0003555	5/31/2025	114.58	0.00	0.00	0.00	114.58	114.58
diets and other items	1.00	114.58	114.58	001-042-70000	Other Operational Supplies	100.62					
				001-042-70083	Animal Food	13.96					
092001	Abilene AAKC Conference	5/31/2025		DFT0003493	5/31/2025	13.36	0.00	0.00	0.00	13.36	13.36
Kayla Meal Reimburse	1.00	13.36	13.36	033-063-70070	Meal & Travel Reimbursements	13.36					
100-1005766	Kubota Maint	5/31/2025		DFT0003462	5/31/2025	344.32	0.00	0.00	0.00	344.32	344.32
Kubota repair	1.00	344.32	344.32	001-043-70230	Equipment Repair & Maintenance !	344.32					
1001605749	Oring & Vlave	5/31/2025		DFT0003253	5/31/2025	9.00	0.00	0.00	0.00	9.00	9.00
Oring & Valve	1.00	9.00	9.00	033-061-70230	Equipment Repair & Maintenance !	9.00					
1001614073	IHA Mower	5/31/2025		DFT0003523	5/31/2025	1,101.08	0.00	0.00	0.00	1,101.08	1,101.08
IHA Mower	0.00	0.00	697.46	979-070-60330	Equipment Repair & Maintenance	697.46					
PT Mower	0.00	0.00	403.62	979-070-60330	Equipment Repair & Maintenance	403.62					
1001630313	Gator repair	5/31/2025		DFT0003563	5/31/2025	254.38	0.00	0.00	0.00	254.38	254.38
Gator repair	1.00	254.38	254.38	001-042-70230	Equipment Repair & Maintenance !	254.38					
1001634152	Equipment repair	5/31/2025		DFT0003519	5/31/2025	2,874.45	0.00	0.00	0.00	2,874.45	2,874.45
Equipment repair	0.00	0.00	2,874.45	031-066-60330	Equipment Repair & Maintenance	2,874.45					
1001646029	Oil Filters & Elements	5/31/2025		DFT0003357	5/31/2025	55.30	0.00	0.00	0.00	55.30	55.30
Oil Filters & Elements	1.00	55.30	55.30	031-066-70230	Equipment Repair & Maintenance !	55.30					
1041	Replacement of locks on file cabinets	5/31/2025		DFT0003383	5/31/2025	120.00	0.00	0.00	0.00	120.00	120.00

Vendor History Report

Posting Date Range -

Payable Number	Description	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
Replacement of locks or	0.00	0.00	120.00	001-021-60000	Other Professional Services	120.00					
10485	KEMSA Dues	5/31/2025		DFT0003515	5/31/2025	200.00	0.00	0.00	0.00	200.00	200.00
Dues	0.00	0.00	200.00	001-026-60270	Membership Dues	200.00					
10569555573760181940	Funnel	5/31/2025		DFT0003354	5/31/2025	16.48	0.00	0.00	0.00	16.48	16.48
Funnels	1.00	16.48	16.48	031-066-70000	Other Operational Supplies	16.48					
109253	Stuff for dispatchers for telecommunicator	5/31/2025		DFT0003372	5/31/2025	36.25	0.00	2.36	0.00	38.61	38.61
Stuff for dispatchers for	1.00	36.25	38.61	001-021-50200	Other Employee Benefits	38.61					
1101-6332	KLC	5/31/2025		DFT0003527	5/31/2025	70.66	0.00	0.00	0.00	70.66	70.66
Books	1.00	70.66	70.66	001-001-70000	Other Operational Supplies	70.66					
111-8525161-8757044	Breakroom supplies	5/31/2025		DFT0003526	5/31/2025	46.98	0.00	0.00	0.00	46.98	46.98
Breakroom supplies	1.00	46.98	46.98	001-009-70100	Other Small Tools & Equipment	46.98					
111-9180130-5780246	Tablet case	5/31/2025		DFT0003530	5/31/2025	49.96	0.00	0.00	0.00	49.96	49.96
Tablet case	1.00	49.96	49.96	001-026-70000	Other Operational Supplies	49.96					
111-9538756-5530611	Battery Backup Police	5/31/2025		DFT0003528	5/31/2025	159.99	0.00	0.00	0.00	159.99	159.99
Battery backup Switch -	1.00	159.99	159.99	001-021-70100	Other Small Tools & Equipment	159.99					
112-0197848-5584250	concession cheese	5/31/2025		DFT0003444	5/31/2025	304.12	0.00	0.00	0.00	304.12	304.12
concession cheese	1.00	304.12	304.12	001-042-70082	Concessions	304.12					
112-0222502-5177841	diets	5/31/2025		DFT0003545	5/31/2025	41.34	0.00	0.00	0.00	41.34	41.34
diets	1.00	41.34	41.34	001-042-70083	Animal Food	41.34					
112-0329302-5067418	EMS Duty Pants for Jonathan Martin	5/31/2025		DFT0003478	5/31/2025	132.98	0.00	0.00	0.00	132.98	132.98
EMS Duty Pants for Jon	2.00	66.49	132.98	001-026-70060	Uniforms	132.98					
112-0716512-7388255	office supplies	5/31/2025		DFT0003423	5/31/2025	16.28	0.00	0.00	0.00	16.28	16.28
office supplies	1.00	16.28	16.28	001-041-70000	Other Operational Supplies	16.28					
112-1935242-2778628	File Folders	5/31/2025		DFT0003489	5/31/2025	20.03	0.00	0.00	0.00	20.03	20.03
File Folders	1.00	20.03	20.03	033-063-70010	Office Supplies	20.03					
112-2341383-4443451	Air Hose Reel, Work Light Kits	5/31/2025		DFT0003485	5/31/2025	160.73	0.00	0.00	0.00	160.73	160.73
Air Hose Reel, Work Lig	1.00	160.73	160.73	033-062-70240	Vehicle Repair & Maintenance Sup	160.73					
112-3756076-7343448	Mower deck wheels	5/31/2025		DFT0003457	5/31/2025	91.98	0.00	0.00	0.00	91.98	91.98
Mower deck wheels	1.00	91.98	91.98	001-042-70230	Equipment Repair & Maintenance	91.98					
112-4264616-6173061-1	Elevator Key	5/31/2025		DFT0003470	5/31/2025	9.15	0.00	0.00	0.00	9.15	9.15
Elevator Key	1.00	9.15	9.15	001-026-70120	Specialized Equipment	9.15					
112-4264616-6173061-2	Elevator Keys for Fire Trucks	5/31/2025		DFT0003471	5/31/2025	18.29	0.00	0.00	0.00	18.29	18.29
Elevator Keys for Fire Tr	1.00	18.29	18.29	001-026-70120	Specialized Equipment	18.29					
112-4358304-8433824	iPhone Protective Case	5/31/2025		DFT0003488	5/31/2025	16.68	0.00	0.00	0.00	16.68	16.68
iPhone Protective Case	1.00	16.68	16.68	033-063-70010	Office Supplies	16.68					
112-4739055-7763416	concession sauce	5/31/2025		DFT0003446	5/31/2025	339.80	0.00	0.00	0.00	339.80	339.80
concession sauce	1.00	339.80	339.80	001-042-70082	Concessions	339.80					

Vendor History Report

Posting Date Range -

Payable Number	Description	Price	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units		Amount	Account Number	Account Name		Dist Amount					
112-5325040-5904247	gate locks		5/31/2025		DFT0003564	5/31/2025	516.86	0.00	0.00	0.00	516.86	516.86
gate locks	1.00	516.86	516.86	001-042-70220	Grounds Repair & Maintenance Sup		516.86					
112-5478173-3921044	Emergency Strobe Lights		5/31/2025		DFT0003495	5/31/2025	110.41	0.00	0.00	0.00	110.41	110.41
Emergency Strobe Light	1.00	110.41	110.41	033-062-70240	Vehicle Repair & Maintenance Sup		110.41					
112-6208052-1681827	restroom changing station		5/31/2025		DFT0003445	5/31/2025	330.48	0.00	0.00	0.00	330.48	330.48
restroom changing stati	1.00	330.48	330.48	001-042-70210	Building Repair & Maintenance Sup		330.48					
112646	exhibit item		5/31/2025		DFT0003534	5/31/2025	3.98	0.00	0.00	0.00	3.98	3.98
exhibit item	1.00	3.98	3.98	001-042-70220	Grounds Repair & Maintenance Sup		3.98					
112-6515663-7843460	concession items		5/31/2025		DFT0003449	5/31/2025	500.83	0.00	0.00	0.00	500.83	500.83
concession items	1.00	500.83	500.83	001-042-70082	Concessions		500.83					
112-6802669-6263451	hose repair		5/31/2025		DFT0003455	5/31/2025	42.20	0.00	0.00	0.00	42.20	42.20
hose repair	1.00	42.20	42.20	001-043-70230	Equipment Repair & Maintenance		42.20					
112-7796384-1461860	EMS Pants for Scott Reeves		5/31/2025		DFT0003475	5/31/2025	66.49	0.00	0.00	0.00	66.49	66.49
EMS Pants for Scott Ree	1.00	66.49	66.49	001-026-70060	Uniforms		66.49					
112-7796384-1461860CM	Credit for return of Wrong Pants for Scott		5/31/2025		DFT0003465	5/31/2025	-52.50	0.00	0.00	0.00	-52.50	-52.50
Credit for return of Wro	-1.00	52.50	-52.50	001-026-70060	Uniforms		-52.50					
112-8009049-6927450	restroom changing station		5/31/2025		DFT0003443	5/31/2025	248.92	0.00	0.00	0.00	248.92	248.92
restroom changing stati	1.00	248.92	248.92	001-041-70210	Building Repair & Maintenance Sup		248.92					
112-8133856-1575440	refund undelivered product		5/31/2025		DFT0003414	5/31/2025	-169.62	0.00	0.00	0.00	-169.62	-169.62
refund undelivered proc	-1.00	169.62	-169.62	001-042-70082	Concessions		-169.62					
112-8133856-1575440-1	refund undelivered product		5/31/2025		DFT0003452	5/31/2025	-169.62	0.00	0.00	0.00	-169.62	-169.62
refund undelivered proc	-1.00	169.62	-169.62	001-042-70082	Concessions		-169.62					
112-8133856-1575440-2	concession sauce		5/31/2025		DFT0003448	5/31/2025	424.05	0.00	0.00	0.00	424.05	424.05
concession sauaces	1.00	424.05	424.05	001-042-70082	Concessions		424.05					
112-8237362-2884244	Laminating Pouches		5/31/2025		DFT0003484	5/31/2025	33.94	0.00	0.00	0.00	33.94	33.94
Laminating Pouches	1.00	33.94	33.94	033-063-70010	Office Supplies		33.94					
112-8361805-3050644	storage organization		5/31/2025		DFT0003456	5/31/2025	60.45	0.00	0.00	0.00	60.45	60.45
storage organization	1.00	60.45	60.45	001-041-70210	Building Repair & Maintenance Sup		60.45					
112-8638639-5603423	Adapter and Lamination Equipment		5/31/2025		DFT0003498	5/31/2025	147.72	0.00	0.00	0.00	147.72	147.72
Adapter and Laminator	1.00	147.72	147.72	033-063-70010	Office Supplies		147.72					
112-9180342-6801064	internet booster		5/31/2025		DFT0003428	5/31/2025	34.98	0.00	0.00	0.00	34.98	34.98
internet booster	1.00	34.98	34.98	001-041-70000	Other Operational Supplies		17.49					
				001-042-70000	Other Operational Supplies		17.49					
112-9249848-6099436	supplies		5/31/2025		DFT0003458	5/31/2025	118.33	0.00	0.00	0.00	118.33	118.33
supplies	1.00	118.33	118.33	001-043-70230	Equipment Repair & Maintenance		118.33					
112-9543846-2683446	mini train repair		5/31/2025		DFT0003429	5/31/2025	35.80	0.00	0.00	0.00	35.80	35.80
mini train repair	1.00	35.80	35.80	001-041-60370	Amusement Repair & Maintenance		35.80					

Vendor History Report

Posting Date Range -

Payable Number	Description		Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount						
112-9784943-4797050	misc supplies		5/31/2025		DFT0003542	5/31/2025	19.95	0.00	0.00	0.00	19.95	19.95
Phone case	1.00	19.95	19.95	001-042-70000	Other Operational Supplies		19.95					
112-9908330-4417856	receipt rolls		5/31/2025		DFT0003430	5/31/2025	41.99	0.00	0.00	0.00	41.99	41.99
receipt rolls	1.00	41.99	41.99	001-041-70000	Other Operational Supplies		41.99					
113-0542936-6119452	Hydraulic Filter		5/31/2025		DFT0003254	5/31/2025	32.84	0.00	0.00	0.00	32.84	32.84
Hydraulic Filter	1.00	32.84	32.84	033-061-70230	Equipment Repair & Maintenance !		32.84					
113-0734344-5253011	Office Supplies		5/31/2025		DFT0003593	5/31/2025	74.42	0.00	0.00	0.00	74.42	74.42
Office Supplies	1.00	74.42	74.42	033-061-70010	Office Supplies		74.42					
113-1039293-6925806	Filters		5/31/2025		DFT0003595	5/31/2025	389.50	0.00	0.00	0.00	389.50	389.50
Filters	1.00	177.64	177.64	033-061-70000	Other Operational Supplies		177.64					
Filters	1.00	111.03	111.03	033-061-70000	Other Operational Supplies		111.03					
Filter	1.00	88.82	88.82	033-061-70000	Other Operational Supplies		88.82					
Filter	1.00	12.01	12.01	033-061-70000	Other Operational Supplies		12.01					
113-1039450-3953841	Warning Lables - Amazon		5/31/2025		DFT0003361	5/31/2025	32.95	6.99	0.00	0.00	39.94	39.94
Warning Labels	1.00	32.95	39.94	031-066-70000	Other Operational Supplies		39.94					
113-1164842-4431462	Transmission Filter		5/31/2025		DFT0003592	5/31/2025	60.95	0.00	0.00	0.00	60.95	60.95
Transmission Filter	1.00	60.95	60.95	033-061-70230	Equipment Repair & Maintenance !		60.95					
113-1220198-8138639	Office Supplies		5/31/2025		DFT0003594	5/31/2025	140.06	0.00	0.00	0.00	140.06	140.06
Office Supplies	1.00	140.06	140.06	033-061-70010	Office Supplies		140.06					
113-4829288-3454607	Solenoid		5/31/2025		DFT0003590	5/31/2025	95.98	0.00	0.00	0.00	95.98	95.98
Solenoid	1.00	95.98	95.98	033-061-70210	Building Repair & Maintenance Sup		95.98					
113-5107741-1578614	equipment repair		5/31/2025		DFT0003432	5/31/2025	47.89	0.00	0.00	0.00	47.89	47.89
equipment repair	1.00	47.89	47.89	001-041-70230	Equipment Repair & Maintenance !		47.89					
113-5606071-7896213	herbicide		5/31/2025		DFT0003547	5/31/2025	55.99	0.00	0.00	0.00	55.99	55.99
herbicide	1.00	55.99	55.99	001-042-70220	Grounds Repair & Maintenance Suj		55.99					
113-5757749-7758665	Wall File Holder		5/31/2025		DFT0003486	5/31/2025	101.14	0.00	0.00	0.00	101.14	101.14
Wall File Holder - Office	1.00	101.14	101.14	001-001-70010	Office Supplies		101.14					
1135935817	Mthly Storage Rental fees		5/31/2025		DFT0003394	5/31/2025	292.00	0.00	0.00	0.00	292.00	292.00
Mthly Storage Rental fe	0.00	0.00	292.00	001-021-60000	Other Professional Services		292.00					
114-0115025-8776269	Disinfecting spray		5/31/2025		DFT0003434	5/31/2025	64.50	0.00	0.00	0.00	64.50	64.50
Disinfecting spray	1.00	64.50	64.50	001-041-70020	Janitorial Supplies		64.50					
114-0163066-1757821	Filing cabinet		5/31/2025		DFT0003509	5/31/2025	96.98	0.00	0.00	0.00	96.98	96.98
Filing cabinet	1.00	96.98	96.98	001-002-70010	Office Supplies		96.98					
114-0264708-4018649	Fire Ext		5/31/2025		DFT0003589	5/31/2025	150.32	0.00	0.00	0.00	150.32	150.32
Fire Ext - Vehicles	1.00	150.32	150.32	001-027-70240	Vehicle Repair & Maintenance Supl		150.32					
114-0693463-1570613	Insurance card holders		5/31/2025		DFT0003375	5/31/2025	49.95	0.00	0.00	0.00	49.95	49.95
Insurance card holders	1.00	49.95	49.95	001-021-70010	Office Supplies		49.95					

Vendor History Report

Posting Date Range -

Payable Number	Description	Price	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units		Amount	Account Number	Account Name		Dist Amount					
114-0943613-4577030	bags		5/31/2025		DFT0003431	5/31/2025	46.99	0.00	0.00	0.00	46.99	46.99
bags	1.00	46.99	46.99	001-041-70210	Building Repair & Maintenance Sup		23.49					
				001-042-70210	Building Repair & Maintenance Sup		23.50					
114-1178786-7963467	Charger - Kayla laptop		5/31/2025		DFT0003513	5/31/2025	178.27	0.00	0.00	0.00	178.27	178.27
Docking station charger	1.00	178.27	178.27	001-001-70010	Office Supplies		178.27					
114-2053391-4678643	Pen for officers for Police Week		5/31/2025		DFT0003371	5/31/2025	23.98	6.99	0.00	0.00	30.97	30.97
Pen for officers for Polic	2.00	11.99	30.97	001-021-50200	Other Employee Benefits		30.97					
114-2140493-1328218	Laptop Stand and Magnetic Mic		5/31/2025		DFT0003378	5/31/2025	63.94	0.00	0.00	0.00	63.94	63.94
Laptop Stand and Magn	1.00	63.94	63.94	001-021-70010	Office Supplies		63.94					
114-2564447-1369017	Candy for Police week		5/31/2025		DFT0003370	5/31/2025	23.77	0.00	0.00	0.00	23.77	23.77
Candy for Police week	1.00	23.77	23.77	001-021-70000	Other Operational Supplies		23.77					
114-2853593-3733839	First Aid Cabinet City Hall		5/31/2025		DFT0003518	5/31/2025	270.43	0.00	0.00	0.00	270.43	270.43
First Aid Cabineet	1.00	270.43	270.43	001-004-70000	Other Operational Supplies		270.43					
114-3531292-5987440	HDMI Adapters		5/31/2025		DFT0003507	5/31/2025	45.41	0.00	0.00	0.00	45.41	45.41
HDMI Adapaters for sta	1.00	45.41	45.41	001-001-70000	Other Operational Supplies		45.41					
114365767	Paper		5/31/2025		DFT0003440	5/31/2025	169.06	0.00	0.00	0.00	169.06	169.06
Paper	1.00	169.06	169.06	001-041-70000	Other Operational Supplies		84.53					
				001-042-70000	Other Operational Supplies		84.53					
114432829	External hard drive for B. Hammer		5/31/2025		DFT0003377	5/31/2025	59.99	0.00	0.00	0.00	59.99	59.99
External hard drive for E	1.00	59.99	59.99	001-021-70010	Office Supplies		59.99					
1144328291	Misc office supplies		5/31/2025		DFT0003404	5/31/2025	425.51	0.00	0.00	0.00	425.51	425.51
Misc office supplies	1.00	425.51	425.51	001-021-70010	Office Supplies		425.51					
114-4380407-4482657	marking flags		5/31/2025		DFT0003442	5/31/2025	239.84	0.00	0.00	0.00	239.84	239.84
marking flags	1.00	239.84	239.84	001-041-70220	Grounds Repair & Maintenance Suj		239.84					
114-4677661-5044253	City Hall Supplies		5/31/2025		DFT0003504	5/31/2025	11.28	0.00	0.00	0.00	11.28	11.28
City Hall Supplies	1.00	11.28	11.28	001-004-70210	Building Repair & Maintenance Sup		11.28					
114-4677661-5044253-1	City Hall - Tools		5/31/2025		DFT0003512	5/31/2025	105.67	0.00	0.00	0.00	105.67	105.67
City Hall tools	1.00	105.67	105.67	001-004-70210	Building Repair & Maintenance Sup		105.67					
114-5712255-2491427	Academy graduation cards		5/31/2025		DFT0003369	5/31/2025	13.82	6.99	0.00	0.00	20.81	20.81
Academy graduation ca	1.00	13.82	20.81	001-021-50200	Other Employee Benefits		20.81					
114-5767585-7678643	supplies		5/31/2025		DFT0003436	5/31/2025	90.88	0.00	0.00	0.00	90.88	90.88
supplies	1.00	90.88	90.88	001-042-70000	Other Operational Supplies		90.88					
114-5767585-7678643-01	supplies return		5/31/2025		DFT0003419	5/31/2025	-38.45	0.00	0.00	0.00	-38.45	-38.45
supplies return	-1.00	38.45	-38.45	001-041-70210	Building Repair & Maintenance Sup		-38.45					
114-5767585-7678643-02	supplies return		5/31/2025		DFT0003420	5/31/2025	-38.45	0.00	0.00	0.00	-38.45	-38.45
supply return	-1.00	38.45	-38.45	001-041-70210	Building Repair & Maintenance Sup		-38.45					
114-5767585-7678643-03	supplies refund		5/31/2025		DFT0003417	5/31/2025	-45.44	0.00	0.00	0.00	-45.44	-45.44

Vendor History Report

Posting Date Range -

Payable Number	Description	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
supplies refund	-1.00	45.44	-45.44	001-041-70210	Building Repair & Maintenance Sup	-45.44					
114-5767585-7678643-04	supplies return	5/31/2025		DFT0003418	5/31/2025	-45.44	0.00	0.00	0.00	-45.44	-45.44
supply returns	-1.00	45.44	-45.44	001-041-70210	Building Repair & Maintenance Sup	-45.44					
114-5767585-7678643-1	building supplies	5/31/2025		DFT0003447	5/31/2025	416.80	0.00	0.00	0.00	416.80	416.80
building supplies	1.00	416.80	416.80	001-041-70210	Building Repair & Maintenance Sup	208.40					
				001-042-70210	Building Repair & Maintenance Sup	208.40					
114-5806869-6313061	USB cable for fleet	5/31/2025		DFT0003367	5/31/2025	6.99	6.99	0.00	0.00	13.98	13.98
USB cable for fleet	1.00	6.99	13.98	001-021-70010	Office Supplies	13.98					
114-5917003-2781826	Air Filters	5/31/2025		DFT0003510	5/31/2025	99.52	0.00	0.00	0.00	99.52	99.52
HVAC Filters	1.00	99.52	99.52	001-004-70210	Building Repair & Maintenance Sup	99.52					
114-6529280-3879405	Toner	5/31/2025		DFT0003517	5/31/2025	266.67	0.00	0.00	0.00	266.67	266.67
Toner	1.00	266.67	266.67	001-001-70010	Office Supplies	266.67					
114-6968963-2917050	gloves	5/31/2025		DFT0003439	5/31/2025	125.90	0.00	0.00	0.00	125.90	125.90
gloves	1.00	125.90	125.90	001-041-70000	Other Operational Supplies	62.95					
				001-042-70000	Other Operational Supplies	62.95					
114-7887212-3895459	mower tires	5/31/2025		DFT0003550	5/31/2025	72.19	0.00	0.00	0.00	72.19	72.19
mower tires	1.00	72.19	72.19	001-042-70230	Equipment Repair & Maintenance !	72.19					
114-8357414-6024266	Cleaning supplies	5/31/2025		DFT0003437	5/31/2025	101.96	0.00	0.00	0.00	101.96	101.96
Cleaning supplies	1.00	101.96	101.96	001-041-70020	Janitorial Supplies	101.96					
114-8690168-3449063	small tools	5/31/2025		DFT0003438	5/31/2025	116.00	0.00	0.00	0.00	116.00	116.00
small tools	1.00	116.00	116.00	001-041-70220	Grounds Repair & Maintenance Su	38.63					
				001-042-70220	Grounds Repair & Maintenance Su	38.74					
				001-043-70220	Grounds Repair & Maintenance Su	38.63					
114-8944804-0709818	Batteries & police week candy	5/31/2025		DFT0003388	5/31/2025	161.90	0.00	0.00	0.00	161.90	161.90
Batteries & police week	1.00	161.90	161.90	001-021-70000	Other Operational Supplies	161.90					
118001	Cleaning	5/31/2025		DFT0003454	5/31/2025	52.92	0.00	0.00	0.00	52.92	52.92
Table Cloths	0.00	0.00	52.92	001-046-60000	Other Professional Services	52.92					
120971188697	Close Contact Defense Instructor Course - I	5/31/2025		DFT0003407	5/31/2025	700.00	0.00	0.00	0.00	700.00	700.00
Close Contact Defense I	0.00	0.00	700.00	001-021-60760	Training	700.00					
13	Abilene AAKC Conference	5/31/2025		DFT0003492	5/31/2025	28.42	0.00	0.00	0.00	28.42	28.42
Kayla Meal & Travel Rei	1.00	28.42	28.42	033-063-70070	Meal & Travel Reimbursements	28.42					
146348	diets	5/31/2025		DFT0003541	5/31/2025	17.60	0.00	0.00	0.00	17.60	17.60
diets	1.00	17.60	17.60	001-042-70083	Animal Food	17.60					
1528425	Meal for command school training	5/31/2025		DFT0003580	5/31/2025	37.37	0.00	0.00	0.00	37.37	37.37
meal for training - D. St	1.00	37.37	37.37	001-021-60760	Training	37.37					
15404094800214701489	Supplies	5/31/2025		DFT0003352	5/31/2025	20.42	0.00	0.00	0.00	20.42	20.42
Supplies for D. Dean ret	1.00	20.42	20.42	033-063-50200	Other Employee Benefits	20.42					

Vendor History Report

Posting Date Range -

Payable Number	Description	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
1545437164	PT Call Cord	5/31/2025		DFT0003522	5/31/2025	99.18	0.00	0.00	0.00	99.18	99.18
PT Call Cords	1.00	99.18	99.18	979-070-70230	Equipment Repair & Maintenance	99.18					
16528	Mem Hall Marquee	5/31/2025		DFT0003508	5/31/2025	50.00	0.00	0.00	0.00	50.00	50.00
Mem Hall Marquee	0.00	0.00	50.00	001-046-60220	Software Subscriptions	50.00					
182158	Gas for training in MO - S. Lloyd	5/31/2025		DFT0003581	5/31/2025	38.35	0.00	0.00	0.00	38.35	38.35
Fastlane - Gas for Super	12.79	3.00	38.35	001-021-60760	Training	38.35					
183757	Fuel	5/31/2025		DFT0003566	5/31/2025	30.69	0.00	0.00	0.00	30.69	30.69
Fuel	1.00	30.69	30.69	033-063-70040	Gasoline	30.69					
189368	flag for boat	5/31/2025		DFT0003435	5/31/2025	68.53	0.00	0.00	0.00	68.53	68.53
flsg for boat	1.00	68.53	68.53	001-041-70220	Grounds Repair & Maintenance Su	68.53					
189368-01	refund of sales tax	5/31/2025		DFT0003421	5/31/2025	-5.60	0.00	0.00	0.00	-5.60	-5.60
refund of sales tax	0.00	0.00	-5.60	001-041-70220	Grounds Repair & Maintenance Su	-5.60					
2000129-30000927	diets	5/31/2025		DFT0003561	5/31/2025	238.59	0.00	0.00	0.00	238.59	238.59
diets	1.00	238.59	238.59	001-042-70083	Animal Food	238.59					
2000129-73682186	diets	5/31/2025		DFT0003459	5/31/2025	124.91	0.00	0.00	0.00	124.91	124.91
diets	1.00	124.91	124.91	001-042-70083	Animal Food	124.91					
2000130-20420612	diets and other	5/31/2025		DFT0003560	5/31/2025	231.56	0.00	0.00	0.00	231.56	231.56
diets and other	1.00	231.56	231.56	001-042-70083	Animal Food	208.24					
				001-042-70100	Other Small Tools & Equipment	23.32					
2000130-77394986	diets and office supplies	5/31/2025		DFT0003557	5/31/2025	159.18	0.00	0.00	0.00	159.18	159.18
diets and office supplies	1.00	159.18	159.18	001-042-70000	Other Operational Supplies	3.62					
				001-042-70083	Animal Food	155.56					
202519501	Basic SWAT - J. Smith	5/31/2025		DFT0003408	5/31/2025	834.00	0.00	0.00	0.00	834.00	834.00
Basic SWAT - J. Smith	0.00	0.00	834.00	001-021-60760	Training	834.00					
22969138564760102940	256 GB USB for Fire Investigations Camera	5/31/2025		DFT0003472	5/31/2025	26.88	0.00	0.00	0.00	26.88	26.88
256 GB USB for Fire Inve	1.00	26.88	26.88	001-026-70000	Other Operational Supplies	26.88					
233366	Austins Bar & Grill meal for Command schc	5/31/2025		DFT0003583	5/31/2025	42.04	0.00	0.00	0.00	42.04	42.04
Meal for Command schc	1.00	42.04	42.04	001-021-60760	Training	42.04					
24769055593763139900	City Hall Maintenance	5/31/2025		DFT0003506	5/31/2025	38.00	0.00	0.00	0.00	38.00	38.00
City Hall Yard	1.00	38.00	38.00	001-004-70220	Grounds Repair & Maintenance Su	38.00					
248148	Meal for training - S. Lloyd	5/31/2025		DFT0003573	5/31/2025	15.22	0.00	0.00	0.00	15.22	15.22
Supervising Patrol Train	1.00	15.22	15.22	001-021-60760	Training	15.22					
25-30311	New Dress Uniform Patches	5/31/2025		DFT0003480	5/31/2025	425.00	0.00	0.00	0.00	425.00	425.00
New Dress Uniform Pat	1.00	425.00	425.00	001-026-70060	Uniforms	425.00					
26300	911 Carbide Demo Blade for Pumper/Tank	5/31/2025		DFT0003468	5/31/2025	473.39	0.00	0.00	0.00	473.39	473.39
911 Carbide Demo Blac	1.00	473.39	473.39	001-026-80200	Vehicles	473.39					
27836215	concessions	5/31/2025		DFT0003565	5/31/2025	1,167.92	0.00	0.00	0.00	1,167.92	1,167.92

Vendor History Report

Posting Date Range -

Payable Number	Description	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
concessions	1.00	1,167.92	1,167.92	001-042-70082	Concessions	1,167.92					
28469752533763134930	misc supplies	5/31/2025		DFT0003548	5/31/2025	60.00	0.00	0.00	0.00	60.00	60.00
misc supplies	1.00	60.00	60.00	001-041-70000	Other Operational Supplies	23.05					
				001-042-70000	Other Operational Supplies	36.95					
29069656	Class A shirt	5/31/2025		DFT0003380	5/31/2025	84.39	6.99	0.00	0.00	91.38	91.38
Class A shirt	1.00	84.39	91.38	001-021-70060	Uniforms	91.38					
29160280	Police hats	5/31/2025		DFT0003398	5/31/2025	292.11	18.99	0.00	0.00	311.10	311.10
Police hats	21.00	13.91	311.10	001-021-70060	Uniforms	311.10					
29192898CM	Credit for returned Uniform Dress Shirt	5/31/2025		DFT0003469	5/31/2025	-37.52	0.00	0.00	0.00	-37.52	-37.52
Credit for returned Unif	-1.00	37.52	-37.52	001-026-70060	Uniforms	-37.52					
29250905	Badge Stickers	5/31/2025		DFT0003399	5/31/2025	304.00	7.92	28.88	0.00	340.80	340.80
Badge Stickers	2.00	152.00	340.80	001-021-70000	Other Operational Supplies	340.80					
296278	Abilene AAKC Conference	5/31/2025		DFT0003491	5/31/2025	8.88	0.00	0.00	0.00	8.88	8.88
Admin Conference	1.00	8.88	8.88	033-063-70070	Meal & Travel Reimbursements	8.88					
30789146	Oklahoma Turnpike	5/31/2025		DFT0003533	5/31/2025	27.36	0.00	0.00	0.00	27.36	27.36
Oklahoma Turnpike	0.00	0.00	27.36	001-033-60000	Other Professional Services	27.36					
31029	Hotel stay for Navigator - B. Hammer	5/31/2025		DFT0003411	5/31/2025	1,687.40	0.00	0.00	0.00	1,687.40	1,687.40
Hotel stay for Navigator	0.00	0.00	1,687.40	008-020-60760	Training	1,687.40					
310291	Hotel stay for Navigator - J. Gregory	5/31/2025		DFT0003412	5/31/2025	1,687.40	0.00	0.00	0.00	1,687.40	1,687.40
Hotel stay for Navigator	0.00	0.00	1,687.40	008-020-60760	Training	1,687.40					
310292	Refund from Marriott for incidentals - B. H.	5/31/2025		DFT0003366	5/31/2025	-380.08	0.00	0.00	0.00	-380.08	-380.08
Refund from Marriott fc	0.00	0.00	-380.08	008-020-60760	Training	-380.08					
310293	Refund from Marriott for incidentals - J. Gr	5/31/2025		DFT0003365	5/31/2025	-391.02	0.00	0.00	0.00	-391.02	-391.02
Refund from Marriott fc	0.00	0.00	-391.02	008-020-60760	Training	-391.02					
3216234010	Municipal Court Training	5/31/2025		DFT0003502	5/31/2025	122.55	0.00	0.00	0.00	122.55	122.55
Municipal Court Trainin	0.00	0.00	122.55	001-002-60760	Training	122.55					
353205	Side Mount for Truck x 2	5/31/2025		DFT0003520	5/31/2025	699.98	0.00	0.00	0.00	699.98	699.98
Truck Side Mount	2.00	349.99	699.98	979-070-70230	Equipment Repair & Maintenance	699.98					
364555218354981014572	Replacement 22 Rifle	5/31/2025		DFT0003501	5/31/2025	124.00	0.00	0.00	0.00	124.00	124.00
22 ga Rifle	1.00	124.00	124.00	001-029-70100	Other Small Tools & Equipment	124.00					
3647488894	metal miranda cards - gifts for police week	5/31/2025		DFT0003391	5/31/2025	190.00	11.87	18.05	0.00	219.92	219.92
metal miranda cards - g	1.00	190.00	219.92	001-021-50200	Other Employee Benefits	219.92					
3647526788	Key chains - gifts for police week	5/31/2025		DFT0003390	5/31/2025	189.00	9.96	17.96	0.00	216.92	216.92
Key chains - gifts for pol	1.00	189.00	216.92	001-021-50200	Other Employee Benefits	216.92					
382108364	Meal for Chief of Police conference	5/31/2025		DFT0003577	5/31/2025	19.55	0.00	0.00	0.00	19.55	19.55
Meal for conference - D	1.00	19.55	19.55	001-021-60760	Training	19.55					
383619587	Meal for Chief's of Police Conference	5/31/2025		DFT0003576	5/31/2025	19.28	0.00	0.00	0.00	19.28	19.28

Vendor History Report

											Posting Date Range -	
Payable Number	Description		Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name		Dist Amount					
Meal for conference - D	1.00	19.28	19.28	001-021-60760	Training		19.28					
3W2AMZ	Flight from MCI to MCO		5/31/2025	DFT0003386	5/31/2025	138.00	0.00	0.00	0.00		138.00	138.00
Frontier Flight from MC	0.00	0.00	138.00	008-020-60760	Training		138.00					
40249	Cane's - Meal for training in MO		5/31/2025	DFT0003572	5/31/2025	13.36	0.00	0.00	0.00		13.36	13.36
Meal for Supervising Pa	1.00	13.36	13.36	001-021-60760	Training		13.36					
404607	Subway - Meal for Command School trainin		5/31/2025	DFT0003575	5/31/2025	18.70	0.00	0.00	0.00		18.70	18.70
Meal for Command Sch	1.00	18.70	18.70	001-021-60760	Training		18.70					
437608	Supplies		5/31/2025	DFT0003353	5/31/2025	25.75	0.00	0.00	0.00		25.75	25.75
Supplies for D. Dean ret	1.00	25.75	25.75	033-063-50200	Other Employee Benefits		25.75					
4447112184	Water conference hotel booking		5/31/2025	DFT0003499	5/31/2025	452.08	0.00	0.00	0.00		452.08	452.08
Water conference hotel	1.00	452.08	452.08	033-062-60760	Training		452.08					
456162189606031859227	Cobra 40M 2YR ADH Plan		5/31/2025	DFT0003497	5/31/2025	102.64	0.00	0.00	0.00		102.64	102.64
Cobra 40M 2YR ADH Pla	1.00	102.64	102.64	001-033-70100	Other Small Tools & Equipment		102.64					
4564662001	Hyatt Place - Hotel for Instructor Developn		5/31/2025	DFT0003569	5/31/2025	574.21	0.00	0.00	0.00		574.21	574.21
Hotel for Instructor Dev	0.00	0.00	574.21	001-021-60760	Training		574.21					
48012589656035889227	Gorilla Tape - Walmart		5/31/2025	DFT0003360	5/31/2025	32.96	0.00	0.00	0.00		32.96	32.96
Gorilla Tape - Walmart	1.00	32.96	32.96	031-066-70020	Janitorial Supplies		32.96					
49694477	Holiday Inn-Stay for Supervising Patrol trai		5/31/2025	DFT0003587	5/31/2025	534.54	0.00	0.00	0.00		534.54	534.54
training in MO hotel sta	0.00	0.00	534.54	001-021-60760	Training		534.54					
51325-8	Field Search Software Cert Course - J. Ande		5/31/2025	DFT0003405	5/31/2025	595.00	0.00	0.00	0.00		595.00	595.00
Field Search Software C	0.00	0.00	595.00	001-021-60760	Training		595.00					
51888192781627511873	Dog treats - ACO		5/31/2025	DFT0003500	5/31/2025	21.71	0.00	0.00	0.00		21.71	21.71
Dog Treats	1.00	21.71	21.71	001-029-70000	Other Operational Supplies		21.71					
5213886696	Google		5/31/2025	DFT0003529	5/31/2025	246.10	0.00	0.00	0.00		246.10	246.10
Google Services	0.00	0.00	123.05	979-070-70000	Other Operational Supplies		123.05					
Googgle Services	0.00	0.00	123.05	001-001-60220	Software Subscriptions		123.05					
522860	Mailing Documents		5/31/2025	DFT0003521	5/31/2025	22.00	0.00	0.00	0.00		22.00	22.00
Mailing Documents	0.00	0.00	22.00	979-070-60720	Printing & Mailing		22.00					
525633	Hotel for Water Conference		5/31/2025	DFT0003252	5/31/2025	317.89	0.00	0.00	0.00		317.89	317.89
Hotel for Water Confere	1.00	317.89	317.89	033-061-60760	Training		317.89					
526538451003010519168	Air Machine - Tires		5/31/2025	DFT0003567	5/31/2025	1.75	0.00	0.00	0.00		1.75	1.75
Air Machine for Tires	1.00	1.75	1.75	033-063-60760	Training		1.75					
53012645429035880277	Pen KY31		5/31/2025	DFT0003356	5/31/2025	38.96	0.00	0.00	0.00		38.96	38.96
Pen KY31	1.00	38.96	38.96	031-066-70010	Office Supplies		38.96					
536376	diets		5/31/2025	DFT0003559	5/31/2025	202.00	0.00	0.00	0.00		202.00	202.00
diets	1.00	202.00	202.00	001-042-70083	Animal Food		202.00					
5701	M&R Grill - Meal for AAKC Conference		5/31/2025	DFT0003582	5/31/2025	41.44	0.00	0.00	0.00		41.44	41.44

Vendor History Report

Posting Date Range -

Payable Number	Description	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
Meals for AAKC Confere	1.00	41.44	41.44	001-021-60760	Training	41.44					
5701-2025	Abilene AAKC Conference	5/31/2025		DFT0003494	5/31/2025	55.84	0.00	0.00	0.00	55.84	55.84
Abilene AAKC Conferen	1.00	55.84	55.84	033-063-70070	Meal & Travel Reimbursements	55.84					
586991724	Hotel charges for leadership meeting	5/31/2025		DFT0003466	5/31/2025	506.61	0.00	0.00	0.00	506.61	506.61
Hotel charges for leader	0.00	0.00	506.61	001-026-70050	Meetings	506.61					
596388	payment on account	5/31/2025		DFT0003424	5/31/2025	23.08	0.00	0.00	0.00	23.08	23.08
payment on account	1.00	23.08	23.08	001-041-70210	Building Repair & Maintenance Sup	23.08					
600976781863405994655	City Hall Maintenance	5/31/2025		DFT0003516	5/31/2025	208.98	0.00	0.00	0.00	208.98	208.98
City Hall Yard	1.00	208.98	208.98	001-004-70220	Grounds Repair & Maintenance Sup	208.98					
602277	Postage	5/31/2025		DFT0003464	5/31/2025	11.15	0.00	0.00	0.00	11.15	11.15
Postage	0.00	0.00	11.15	033-063-60720	Printing & Mailing	11.15					
616968	animal meds	5/31/2025		DFT0003536	5/31/2025	8.99	0.00	0.00	0.00	8.99	8.99
animal meds	1.00	8.99	8.99	001-042-70083	Animal Food	8.99					
61886908	Abilene AAKC Conference - Room Rental	5/31/2025		DFT0003496	5/31/2025	237.60	0.00	0.00	0.00	237.60	237.60
Abilene AAKC Conferen	1.00	237.60	237.60	033-063-70070	Meal & Travel Reimbursements	237.60					
640820651929620521075	Supplies	5/31/2025		DFT0003603	5/31/2025	351.56	0.00	0.00	0.00	351.56	351.56
Supplies	1.00	351.56	351.56	033-064-70000	Other Operational Supplies	351.56					
64377190965847326711	Love Indy materials	5/31/2025		DFT0003553	5/31/2025	98.62	0.00	0.00	0.00	98.62	98.62
Love Indy materials	1.00	98.62	98.62	001-041-70220	Grounds Repair & Maintenance Sup	49.31					
				001-042-70220	Grounds Repair & Maintenance Sup	49.31					
662946	stamps	5/31/2025		DFT0003543	5/31/2025	29.20	0.00	0.00	0.00	29.20	29.20
stamps	1.00	29.20	29.20	001-041-70000	Other Operational Supplies	14.60					
				001-042-70000	Other Operational Supplies	14.60					
70280	diet supplement	5/31/2025		DFT0003460	5/31/2025	148.20	0.00	0.00	0.00	148.20	148.20
diet supplement	1.00	148.20	148.20	001-042-70083	Animal Food	148.20					
706976	diets	5/31/2025		DFT0003562	5/31/2025	246.82	0.00	0.00	0.00	246.82	246.82
diets	1.00	246.82	246.82	001-042-70083	Animal Food	246.82					
72302	Ctech Palfinger Service Body Drawer	5/31/2025		DFT0003482	5/31/2025	2,190.43	0.00	0.00	0.00	2,190.43	2,190.43
Ctech Palfinger Service I	1.00	2,190.43	2,190.43	033-062-70240	Vehicle Repair & Maintenance Sup	2,190.43					
723054	C. Myers Badge	5/31/2025		DFT0003389	5/31/2025	173.40	6.00	0.00	0.00	179.40	179.40
C. Myers Badge	1.00	173.40	179.40	001-021-43100	Reimbursements	179.40					
723764	Badges for Seth - Payroll deduct	5/31/2025		DFT0003400	5/31/2025	346.80	6.00	0.00	0.00	352.80	352.80
Badges for Seth - Payrol	2.00	173.40	352.80	001-021-43100	Reimbursements	352.80					
726713	Multiple badges - All payroll deducts	5/31/2025		DFT0003410	5/31/2025	1,213.80	0.00	0.00	0.00	1,213.80	1,213.80
Multiple badges - All pa	7.00	173.40	1,213.80	001-021-43100	Reimbursements	1,213.80					
732478	Meal	5/31/2025		DFT0003568	5/31/2025	66.22	0.00	0.00	0.00	66.22	66.22
Meal	1.00	66.22	66.22	033-063-70070	Meal & Travel Reimbursements	66.22					

Vendor History Report

Posting Date Range -

Payable Number	Description	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
736586011	concession stand	5/31/2025		DFT0003554	5/31/2025	109.99	0.00	0.00	0.00	109.99	109.99
concession items	1.00	109.99	109.99	001-042-70082	Concessions		109.99				
757500	Fuel - Abilene AAKC Conference	5/31/2025		DFT0003490	5/31/2025	65.65	0.00	0.00	0.00	65.65	65.65
Fuel	1.00	65.65	65.65	033-063-70040	Gasoline		65.65				
7576850	Hotel for AAKC Conference	5/31/2025		DFT0003585	5/31/2025	237.60	0.00	0.00	0.00	237.60	237.60
Hotel for AAKC Confere	0.00	0.00	237.60	001-021-60760	Training		237.60				
7710488	Motel Room - Kayla S.	5/31/2025		DFT0003588	5/31/2025	237.60	0.00	0.00	0.00	237.60	237.60
Motel Room - Admin As	0.00	0.00	237.60	001-001-60760	Training		237.60				
772858372781626526883	City Hall Maintenance	5/31/2025		DFT0003514	5/31/2025	192.53	0.00	0.00	0.00	192.53	192.53
City Hall Maintenance	1.00	192.53	192.53	001-004-70220	Grounds Repair & Maintenance Sup		192.53				
80406040	Hampton Inn - KS Chief's of Police conferer	5/31/2025		DFT0003586	5/31/2025	470.88	0.00	0.00	0.00	470.88	470.88
Hampton Inn - KS Chief	0.00	0.00	470.88	001-021-60760	Training		470.88				
83688593769626554833	Round Up Weed Spray	5/31/2025		DFT0003473	5/31/2025	38.93	0.00	0.00	0.00	38.93	38.93
Round Up Weed Spray	1.00	38.93	38.93	001-026-60320	Grounds Repair & Maintenance		38.93				
83916	Air hammer chisel set	5/31/2025		DFT0003425	5/31/2025	29.99	0.00	0.00	0.00	29.99	29.99
Air hammer chisel set	1.00	29.99	29.99	001-041-70100	Other Small Tools & Equipment		29.99				
83985	Wire	5/31/2025		DFT0003532	5/31/2025	109.99	0.00	0.00	0.00	109.99	109.99
Wire	1.00	109.99	109.99	033-062-70253	Mains & Other Lines Repair & Mair		109.99				
85217424	KCJIS Conference registration - J. Ewing	5/31/2025		DFT0003384	5/31/2025	132.23	0.00	0.00	0.00	132.23	132.23
KCJIS Conference regist	0.00	0.00	132.23	008-020-60760	Training		132.23				
85218630	KCJIS Conference registration - O. Snider	5/31/2025		DFT0003385	5/31/2025	132.23	0.00	0.00	0.00	132.23	132.23
KCJIS Conference regist	0.00	0.00	132.23	008-020-60760	Training		132.23				
86610	Conference - Court	5/31/2025		DFT0003525	5/31/2025	230.06	0.00	0.00	0.00	230.06	230.06
Motel for Kayla - Court	0.00	0.00	230.06	001-001-70050	Meetings		230.06				
870213051075000011281	Disputed Coding Pixels Charge	5/31/2025		DFT0003467	5/31/2025	8.99	0.00	0.00	0.00	8.99	8.99
Disputed Coding Pixels	0.00	0.00	8.99	099-20141	Credit Card Payable - Fraud Clearin		8.99				
87345	Boot Black Knee Promo	5/31/2025		DFT0003483	5/31/2025	27.36	0.00	0.00	0.00	27.36	27.36
Boot Black Knee Promo	1.00	27.36	27.36	001-033-70060	Uniforms		27.36				
887243	diets	5/31/2025		DFT0003558	5/31/2025	178.08	0.00	0.00	0.00	178.08	178.08
diets	1.00	178.08	178.08	001-042-70083	Animal Food		178.08				
88747	Tractor Fluid	5/31/2025		DFT0003355	5/31/2025	55.98	0.00	0.00	0.00	55.98	55.98
Tractor Fluid	1.00	55.98	55.98	031-066-70230	Equipment Repair & Maintenance		55.98				
8KN7R3RN4P7	Crimes Against Children Conference - J. An	5/31/2025		DFT0003409	5/31/2025	895.00	0.00	0.00	0.00	895.00	895.00
Crimes Against Children	0.00	0.00	895.00	001-021-60760	Training		895.00				
90359190	Hamton stay for Command school - S. Lloyd	5/31/2025		DFT0003392	5/31/2025	291.60	0.00	0.00	0.00	291.60	291.60
Hamton stay for Comm	0.00	0.00	291.60	001-021-60760	Training		291.60				
913041	Bad Boy 54IN Hi-Lift Set	5/31/2025		DFT0003481	5/31/2025	79.92	0.00	0.00	0.00	79.92	79.92

Vendor History Report

Posting Date Range -

Payable Number	Description	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
Bad Boy 54IN Hi-Lift Set	1.00	79.92	79.92	033-062-70230	Equipment Repair & Maintenance	79.92					
92320720244158609058	Vehicle Maintenance	5/31/2025		DFT0003591	5/31/2025	45.88	0.00	0.00	0.00	45.88	45.88
Vehicle Maintenance	1.00	45.88	45.88	033-061-70240	Vehicle Repair & Maintenance Sup	45.88					
934914923-01	Best Western Plus	5/31/2025		DFT0003602	5/31/2025	211.74	0.00	0.00	0.00	211.74	211.74
Best Western Plus	1.00	211.74	211.74	033-064-60760	Training	211.74					
934914923-02	Best Western Plus	5/31/2025		DFT0003601	5/31/2025	211.74	0.00	0.00	0.00	211.74	211.74
Best Western Plus	1.00	211.74	211.74	033-064-60760	Training	211.74					
94396979897407934655	building and other supplies	5/31/2025		DFT0003552	5/31/2025	78.70	0.00	0.00	0.00	78.70	78.70
building and other item:	1.00	78.70	78.70	001-042-70000	Other Operational Supplies	13.76					
				001-042-70220	Grounds Repair & Maintenance Sup	64.94					
9502719937	replacement trees	5/31/2025		DFT0003450	5/31/2025	1,285.07	0.00	0.00	0.00	1,285.07	1,285.07
replacement trees	1.00	1,285.07	1,285.07	001-041-70220	Grounds Repair & Maintenance Sup	642.53					
				001-042-70220	Grounds Repair & Maintenance Sup	642.54					
9502719937-01	refund of sales tax	5/31/2025		DFT0003416	5/31/2025	-111.50	0.00	0.00	0.00	-111.50	-111.50
sales tax refund	0.00	0.00	-111.50	001-041-70220	Grounds Repair & Maintenance Sup	-111.50					
95082422	Hamton stay for Command school - D. Staf	5/31/2025		DFT0003393	5/31/2025	291.60	0.00	0.00	0.00	291.60	291.60
Hamton stay for Comm:	0.00	0.00	291.60	001-021-60760	Training	291.60					
972	McDonalds meal for Command training	5/31/2025		DFT0003570	5/31/2025	10.61	0.00	0.00	0.00	10.61	10.61
Meal for training-Didn't	1.00	10.61	10.61	001-021-60760	Training	10.61					
998352	Misc supplies and keys	5/31/2025		DFT0003426	5/31/2025	30.52	0.00	0.00	0.00	30.52	30.52
Misc supplies and keys	1.00	30.52	30.52	001-041-70210	Building Repair & Maintenance Sup	30.52					
A23356	Grease gun	5/31/2025		DFT0003461	5/31/2025	236.49	0.00	0.00	0.00	236.49	236.49
Grease gun	1.00	236.49	236.49	001-043-70100	Other Small Tools & Equipment	236.49					
A23563	Water heater	5/31/2025		DFT0003441	5/31/2025	229.99	0.00	0.00	0.00	229.99	229.99
Water heater	1.00	229.99	229.99	001-041-70210	Building Repair & Maintenance Sup	229.99					
A29726	gloves, bolts, nuts and screws	5/31/2025		DFT0003540	5/31/2025	17.11	0.00	0.00	0.00	17.11	17.11
gloves, bolts, nuts and s	1.00	17.11	17.11	001-042-70000	Other Operational Supplies	11.99					
				001-042-70240	Vehicle Repair & Maintenance Sup	5.12					
A52083/P	Keys	5/31/2025		DFT0003598	5/31/2025	27.86	0.00	0.00	0.00	27.86	27.86
Waters - Keys	1.00	27.86	27.86	033-064-70000	Other Operational Supplies	27.86					
AD02641200017CUS Apr	Adobe	5/31/2025		DFT0003531	5/31/2025	1,075.84	0.00	0.00	0.00	1,075.84	1,075.84
Admin - Adobe	0.00	0.00	249.94	001-001-60220	Software Subscriptions	249.94					
Adobe - Clerks	0.00	0.00	221.93	001-011-60220	Software Subscriptions	221.93					
Adobe - Housing	0.00	0.00	166.95	979-070-60000	Other Professional Services	166.95					
Police - Adobe	0.00	0.00	124.94	001-021-60220	Software Subscriptions	124.94					
Tax	0.00	0.00	91.18	001-009-60220	Software Subscriptions	91.18					
Public Works	0.00	0.00	71.97	033-063-60000	Other Professional Services	71.97					
Parks	0.00	0.00	52.97	001-041-60220	Software Subscriptions	52.97					

Vendor History Report

Posting Date Range -

Payable Number	Description		Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name		Dist Amount					
Building Dept	0.00	0.00	47.98	001-027-60000	Other Professional Services		47.98					
Memorial Hall	0.00	0.00	23.99	001-046-60220	Software Subscriptions		23.99					
Fire-EMS	0.00	0.00	23.99	001-026-60220	Software Subscriptions		23.99					
APO2511903	APCO Conference - J. Gregory		5/31/2025		DFT0003401	5/31/2025	375.00	0.00	0.00	0.00	375.00	375.00
APCO Conference - J. Gr	0.00	0.00	375.00	008-020-60760	Training		375.00					
APO25811896	APCO Conference - B. Hammer		5/31/2025		DFT0003402	5/31/2025	375.00	0.00	0.00	0.00	375.00	375.00
APCO Conference - B. H	0.00	0.00	375.00	008-020-60760	Training		375.00					
Compton12425	KDHE Water Conference		5/31/2025		DFT0003596	5/31/2025	25.00	0.00	0.00	0.00	25.00	25.00
KDHE Water Conference	1.00	25.00	25.00	033-064-60760	Training		25.00					
E0200VKUCO	Microsoft		5/31/2025		DFT0003503	5/31/2025	8.00	0.00	0.00	0.00	8.00	8.00
Microsoft Email	0.00	0.00	8.00	001-009-60220	Software Subscriptions		8.00					
E0200VKZW9	Microsoft Email		5/31/2025		DFT0003505	5/31/2025	36.00	0.00	0.00	0.00	36.00	36.00
Microsoft email	0.00	0.00	36.00	001-009-60220	Software Subscriptions		36.00					
EUSP2486977253	Allianz travel insurance - B. Hammer		5/31/2025		DFT0003373	5/31/2025	47.26	0.00	0.00	0.00	47.26	47.26
Allianz travel insurance	0.00	0.00	47.26	008-020-60760	Training		47.26					
H10947874	Hotel in Dallas for training - J. Anderson		5/31/2025		DFT0003413	5/31/2025	2,351.08	0.00	0.00	0.00	2,351.08	2,351.08
Hotel in Dallas for traini	0.00	0.00	2,351.08	001-021-60760	Training		2,351.08					
H2220-151421	Buffer fence materials		5/31/2025		DFT0003463	5/31/2025	545.20	0.00	0.00	0.00	545.20	545.20
buffer fence supplies	1.00	545.20	545.20	001-042-70220	Grounds Repair & Maintenance Sup		545.20					
HQU6DV	Delta Flight to Baltimore, MD - B. Hammer		5/31/2025		DFT0003396	5/31/2025	305.37	0.00	0.00	0.00	305.37	305.37
Delta Flight to Baltimore	0.00	0.00	305.37	008-020-60760	Training		305.37					
INV0002494	Medic 2 Fuel from KU Transfer		5/31/2025		DFT0003476	5/31/2025	98.21	0.00	0.00	0.00	98.21	98.21
Medic 2 Fuel from KU Ti	1.00	98.21	98.21	001-026-70040	Gasoline		98.21					
INV0002546	Gas for trip to AAKC conference		5/31/2025		DFT0003579	5/31/2025	34.15	0.00	0.00	0.00	34.15	34.15
Casey's - Gas for trip to	12.42	2.75	34.15	001-021-70040	Gasoline		34.15					
INV0002547	Fastlane-Gas to training in Lake St. Louis, M		5/31/2025		DFT0003584	5/31/2025	50.87	0.00	0.00	0.00	50.87	50.87
Supervising Patrol in Cri	16.96	3.00	50.87	001-021-60760	Training		50.87					
INV0002548	Meal for training - S. Lloyd		5/31/2025		DFT0003574	5/31/2025	16.03	0.00	0.00	0.00	16.03	16.03
Meal for Supervising Pa	1.00	16.03	16.03	001-021-60760	Training		16.03					
INV0002550	Domino's - Hartselle, AL - Fraud		5/31/2025		DFT0003578	5/31/2025	21.79	0.00	0.00	0.00	21.79	21.79
Domino's - Hartselle, AL	1.00	21.79	21.79	099-20141	Credit Card Payable - Fraud Clearin		21.79					
INV0002648	Uber for Navigator conference in FL		5/31/2025		DFT0003376	5/31/2025	49.96	0.00	0.00	0.00	49.96	49.96
Uber for Navigator conf	0.00	0.00	49.96	008-020-60760	Training		49.96					
INV0002650	Uber during Navigator conference in FL		5/31/2025		DFT0003374	5/31/2025	49.53	0.00	0.00	0.00	49.53	49.53
Uber during Navigator c	0.00	0.00	49.53	008-020-60760	Training		49.53					
INV0002652	Membership to NACOP - D. Stafford		5/31/2025		DFT0003382	5/31/2025	110.00	0.00	0.00	0.00	110.00	110.00
Membership to NACOP	0.00	0.00	110.00	001-021-60270	Membership Dues		110.00					

Vendor History Report

Posting Date Range -

Payable Number	Description		Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount						
INV0002653	Field Search Software Cert Course - H. Co		5/31/2025		DFT0003406	5/31/2025	595.00	0.00	0.00	0.00	595.00	595.00
	Field Search Software C	0.00	0.00	595.00	001-021-60760	Training		595.00				
INV0002745	Meal - La Hacienda		5/31/2025		DFT0003599	5/31/2025	37.10	0.00	0.00	0.00	37.10	37.10
	La Hacienda	1.00	37.10	37.10	033-064-60760	Training		37.10				
INV0002808	Supplies		5/31/2025		DFT0003524	5/31/2025	106.50	0.00	0.00	0.00	106.50	106.50
	Supplies for D. Dean ret	1.00	106.50	106.50	033-063-50200	Other Employee Benefits		106.50				
INV0002809	Dish		5/31/2025		DFT0003363	5/31/2025	134.10	0.00	0.00	0.00	134.10	134.10
	Dish	0.00	0.00	134.10	031-066-60550	Television		134.10				
J97850	gate locks		5/31/2025		DFT0003551	5/31/2025	77.94	0.00	0.00	0.00	77.94	77.94
	gate locks	1.00	77.94	77.94	001-042-70220	Grounds Repair & Maintenance Su		77.94				
K-00209	Conference		5/31/2025		DFT0003600	5/31/2025	175.00	0.00	0.00	0.00	175.00	175.00
	Kansas Water Environm	1.00	175.00	175.00	033-064-60760	Training		175.00				
KSIND66488	equipment repair		5/31/2025		DFT0003422	5/31/2025	3.34	0.00	0.00	0.00	3.34	3.34
	equipment repair	1.00	3.34	3.34	001-042-70230	Equipment Repair & Maintenance		3.34				
LeQueOP07729	KDHE Water Conference		5/31/2025		DFT0003597	5/31/2025	20.00	0.00	0.00	0.00	20.00	20.00
	KDHE Water Conferenc	1.00	20.00	20.00	033-064-60760	Training		20.00				
PPTXN-251199586	Translation Services - Spanish		5/31/2025		DFT0003387	5/31/2025	158.00	0.00	0.00	0.00	158.00	158.00
	Translation Services - Sp	0.00	0.00	158.00	001-021-60000	Other Professional Services		158.00				
PPTXN-251200640	Translation Services - Spanish		5/31/2025		DFT0003379	5/31/2025	71.10	0.00	0.00	0.00	71.10	71.10
	Translation Services - Sp	0.00	0.00	71.10	001-021-60000	Other Professional Services		71.10				
PPTXN-251200683	Translation Services - Spanish		5/31/2025		DFT0003368	5/31/2025	19.75	0.00	0.00	0.00	19.75	19.75
	Translation Services - Sp	0.00	0.00	19.75	001-021-60000	Other Professional Services		19.75				
PPTXN-251202224	Translation Services - Spanish		5/31/2025		DFT0003381	5/31/2025	98.75	0.00	0.00	0.00	98.75	98.75
	Translation Services - Sp	0.00	0.00	98.75	001-021-60000	Other Professional Services		98.75				
S054020	avPos Software		5/31/2025		DFT0003364	5/31/2025	30.00	0.00	0.00	0.00	30.00	30.00
	avPos	1.00	30.00	30.00	031-066-60220	Software Subscriptions		30.00				
sub_1RDpYAC6h1nxGol3F	ChatGPT Team Subscription		5/31/2025		DFT0003487	5/31/2025	600.00	0.00	0.00	0.00	600.00	600.00
	ChatGPT Team Subscrip	0.00	0.00	600.00	037-067-60220	Software Subscriptions		600.00				
TSSCPAPT75-26-AVH41P	Interdiction training - D. Powell		5/31/2025		DFT0003395	5/31/2025	299.00	0.00	0.00	0.00	299.00	299.00
	Interdiction training - D.	0.00	0.00	299.00	001-021-60760	Training		299.00				
v49984ce562844b3ad17b	HULU TV Access		5/31/2025		DFT0003511	5/31/2025	101.81	0.00	0.00	0.00	101.81	101.81
	TV Access City Hall	0.00	0.00	101.81	001-009-60220	Software Subscriptions		101.81				
Vendors: (1) Total 01 - City of Independence:							48,569.39	113.69	67.25	0.00	48,750.33	48,750.33
Vendors: (1) Report Total:							48,569.39	113.69	67.25	0.00	48,750.33	48,750.33



City of Independence, KS

Payment Register

APPKT01116 - May 2025 Draft

01 - City of Independence

Bank: General - Community National Bank

Vendor Number	Vendor Name	Total Vendor Amount			
<u>035889</u>	AT&T	12,138.78			
Payment Type	Payment Number	Payment Date	Payment Amount		
Bank Draft	<u>DFT0003328</u>	05/31/2025	12,138.78		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>May 2025 Draft</u>	May Draft	05/31/2025	06/30/2025	0.00	12,138.78

Vendor Number	Vendor Name	Total Vendor Amount			
<u>036623</u>	AT&T	3,236.33			
Payment Type	Payment Number	Payment Date	Payment Amount		
Bank Draft	<u>DFT0003329</u>	05/31/2025	3,236.33		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>May 2025 Draft</u>	AT & T Internet	05/31/2025	06/30/2025	0.00	3,236.33

Vendor Number	Vendor Name	Total Vendor Amount			
<u>034736</u>	AT&T Mobility	3,800.79			
Payment Type	Payment Number	Payment Date	Payment Amount		
Bank Draft	<u>DFT0003330</u>	05/31/2025	3,800.79		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>May 2025 Draft</u>	April First Net Telephone	05/31/2025	06/30/2025	0.00	3,800.79

Vendor Number	Vendor Name	Total Vendor Amount			
<u>033052</u>	Atmos Energy	7,501.85			
Payment Type	Payment Number	Payment Date	Payment Amount		
Bank Draft	<u>DFT0003331</u>	05/31/2025	7,501.85		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>May 2025 Draft</u>	Atmos Monthly Draft	05/31/2025	06/30/2025	0.00	7,501.85

Vendor Number	Vendor Name	Total Vendor Amount			
<u>003431</u>	Blue Cross/Blue Shield Of	107,194.01			
Payment Type	Payment Number	Payment Date	Payment Amount		
Bank Draft	<u>DFT0003350</u>	05/31/2025	2,843.63		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>022106877 - Dental</u>	Dental Insurance Premium	05/31/2025	06/30/2025	0.00	2,843.63
Bank Draft	<u>DFT0003351</u>	05/31/2025	104,350.38		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>022106877 - Medical</u>	Health Insurance Premium	05/31/2025	06/30/2025	0.00	104,350.38

Vendor Number	Vendor Name	Total Vendor Amount			
<u>035464</u>	Conoco-Phillips Fleet Services	101.23			
Payment Type	Payment Number	Payment Date	Payment Amount		
Bank Draft	<u>DFT0003332</u>	05/31/2025	101.23		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>May 2025 Draft</u>	Fleet Monthly Charge	05/31/2025	06/30/2025	0.00	101.23

Vendor Number	Vendor Name	Total Vendor Amount			
<u>037586</u>	Directv	1,118.70			
Payment Type	Payment Number	Payment Date	Payment Amount		
Bank Draft	<u>DFT0003343</u>	05/31/2025	1,118.70		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>May 2025 Draft</u>	May Directv Draft	05/31/2025	06/30/2025	0.00	1,118.70

Payment Register

APPKT01116 - May 2025 Draft

Vendor Number	Vendor Name					Total Vendor Amount
037937	Employee Benefits Corporation					700.19
Payment Type	Payment Number		Payment Date	Payment Amount		
Bank Draft	DFT0003333		05/31/2025	700.19		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
May 2025 Draft	EBC Consolidated Claims Register	05/31/2025	06/30/2025	0.00	700.19	
Vendor Number	Vendor Name					Total Vendor Amount
032855	Evergy					73,762.33
Payment Type	Payment Number		Payment Date	Payment Amount		
Bank Draft	DFT0003334		05/31/2025	73,762.33		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
May 2025 Draft	Evergy Monthly Draft	05/31/2025	06/30/2025	0.00	73,762.33	
Vendor Number	Vendor Name					Total Vendor Amount
037526	Global Payments Integrated					36,318.46
Payment Type	Payment Number		Payment Date	Payment Amount		
Bank Draft	DFT0003335		05/31/2025	36,318.46		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
May 2025 Draft	May Draft - Statement Date 4/30/25	05/31/2025	06/30/2025	0.00	36,318.46	
Vendor Number	Vendor Name					Total Vendor Amount
013110	Kansas Department Of Revenue - Department of Taxati					4,196.42
Payment Type	Payment Number		Payment Date	Payment Amount		
Bank Draft	DFT0003336		05/31/2025	4,196.42		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
May 2025 Draft	April 2025 Water/Fuel Tax	05/31/2025	06/30/2025	0.00	4,196.42	
Vendor Number	Vendor Name					Total Vendor Amount
035708	Kansas State Treasurer					1,180.56
Payment Type	Payment Number		Payment Date	Payment Amount		
Bank Draft	DFT0003337		05/31/2025	1,180.56		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
May 2025 Draft	May Draft Court Collections	05/31/2025	06/30/2025	0.00	1,180.56	
Vendor Number	Vendor Name					Total Vendor Amount
032321	Pitney Bowes					6,612.86
Payment Type	Payment Number		Payment Date	Payment Amount		
Bank Draft	DFT0003338		05/31/2025	6,612.86		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
May 2025 Draft	Pitney Bowes April Postage	05/31/2025	06/30/2025	0.00	6,612.86	
Vendor Number	Vendor Name					Total Vendor Amount
037182	Sparklight Business					1,626.97
Payment Type	Payment Number		Payment Date	Payment Amount		
Bank Draft	DFT0003339		05/31/2025	1,626.97		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
May 2025 Draft	May Sparklight Draft	05/31/2025	06/30/2025	0.00	1,626.97	
Vendor Number	Vendor Name					Total Vendor Amount
035989	Totah Communications, Inc					56.08
Payment Type	Payment Number		Payment Date	Payment Amount		
Bank Draft	DFT0003340		05/31/2025	56.08		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
May 2025 Draft	Totah Monthly Draft	05/31/2025	06/30/2025	0.00	56.08	

Payment Register

APPKT01116 - May 2025 Draft

Vendor Number	Vendor Name	Total Vendor Amount			
037328	Verizon Gps	916.84			
Payment Type	Payment Number	Payment Date	Payment Amount		
Bank Draft	DFT0003341	05/31/2025	916.84		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
May 2025 Draft	Verizon Monthly Draft	05/31/2025	06/30/2025	0.00	916.84

Vendor Number	Vendor Name	Total Vendor Amount			
037708	Woodriver Energy LLC	659.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Bank Draft	DFT0003342	05/31/2025	659.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
May 2025 Draft	Woodriver May Draft	05/31/2025	06/30/2025	0.00	659.00

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
General	Manual Bank Draft	18	18	0.00	261,121.40
Packet Totals:		18	18	0.00	261,121.40

Cash Fund Summary

Fund	Name	Amount
099	Pooled Cash	-261,121.40
Packet Totals:		-261,121.40

PAY PERIOD 5/23/2025

GROSS: \$ 243,057.40

PAYROLL DEDUCTIONS

FEDERAL & FICA

\$ 49,447.17

KPERS DRAFTS	OGLI
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\$53,579.30	\$939.41
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STATE WITHHOLDING

\$ 10,858.11

PAYROLL EMPLOYEE DEDUCTIONS

\$ 19,451.95



City of Independence, KS

Payroll Check Register Report Summary

Pay Period: 5/4/2025-5/17/2025

Packet: PYPKT00345 - 5/23/2025 Payroll
Payroll Set: City of Independence - 01

Type	Count	Amount
Regular Checks	1	181.51
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	161	162,156.28
Total	162	162,337.79