INDEPENDENCE CITY COMMISSION

**REGULAR SESSION AGENDA**

February 26, 2026

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. PRESENTATIONS

A. Introduction and swearing in of the Independence Police Department's new Patrol Captain, Captain Daniel Bowers.

III. CONSENT AGENDA

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

A. Consider approving the minutes of the February 3rd and 12th regular and Joint Commission and Planning and Zoning special meetings

B. Consider approval of installation of a new ADA ramp at the corner of Walnut Street and South Pennsylvania Avenue.

C. Consider authorizing bidding for replacement salt/sand spreaders.

D. Consider authorizing bidding for installation of a vehicle service pit at the Public Works facility.

E. Consider a change order for the Beech Street culvert project.

F. Consider a change order for the Sanitary Sewer Improvements project.

G. Consider bidding for the construction of containment at the Municipal Airport for the fueling system.

IV. PUBLIC HEARING

A. Public Hearing to consider condemnation of 112 W. Oak Street as dangerous and unsafe.

B. Public Hearing to consider condemnation of 208 S. Earl Street as dangerous and unsafe.

C. Public Hearing to consider condemnation of 417 N. 2nd Street as dangerous and unsafe.

D. Public Hearing to consider condemnation of 500 N. Park Blvd as dangerous and unsafe.

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

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

G. Public Hearing to consider condemnation of 720 W. Maple Street as dangerous and unsafe.

H. Public Hearing to consider condemnation of 908 E. Maple Street as dangerous and unsafe.

I. Public Hearing to consider condemnation of 917 W. Sycamore Street as dangerous and unsafe.

J. Public Hearing to consider condemnation of 1018 E. Birch Street as dangerous and unsafe.

K. Public Hearing to consider condemnation of 1020 W. Chestnut Street as dangerous and unsafe.

L. Public Hearing to consider condemnation of 1028 W. Chestnut Street as dangerous and unsafe.

M. Public Hearing to consider condemnation of 1104 W. Chestnut Street as dangerous and unsafe.

V. ITEMS FOR COMMISSION ACTION

A. Consider approval of a Funding Agreement for the 201 N. Pennsylvania Project between the City of Independence, US Federal Properties Co., LLC (Developer), and 201 Investors LLC (Owner).

B. Consider adopting a Resolution authorizing the abatement of unhealthy and unsafe exterior conditions at 1117 N. 11th Street.

C. Consider a recommendation from the Independence Tree Board to update the downtown tree plan.

D. Consider prohibiting parking on the south side of West Oak Street between 10th Street and 21st Street.

E. Consider adopting an ordinance amending the City Code for basement water meter installation.

F. Consider authorizing a contract increase in the amount of $46,800 with Water Resource Solutions, LLC for inspection of the Verdigris River Dam.

G. Consider approving an agreement between the City of Independence, the Independence Housing Authority (IHA), See-Kan Cooperative Development, Inc. (See-Kan), and 3D Homes, Inc. for the construction of a 3D printed home at 401 North 10th Street.

VI. REPORTS

A. City Board Minutes

B. Monthly Projects and Public Works Report

C. Annual Year-End Report

D. Appropriations

VII. CITY MANAGER'S COMMENTS

VIII. COMMISSIONERS' COMMENTS

IX. PUBLIC CONCERNS

X. ADJOURNMENT

**Presentation**
**CITY OF INDEPENDENCE**
**February 26, 2026**

**Department Police** **Director Approval Dustin Stafford**

**AGENDA ITEM** Introduction and swearing in of the Independence Police Department's new Patrol Captain, Captain Daniel Bowers.

**BACKGROUND** Daniel Bowers was selected to serve the citizens of Independence as Patrol Captain. Captain Bowers previously worked for the Independence Police Department starting in June 2016. He held the rank of Sergeant when he left the department in March 2025.

Daniel is originally from the area and has been involved in Law Enforcement since June 2016. Daniel says, "This career is not only a job for me, but a passion. As Captain, I aim to assist the Patrol Division while working alongside the great officers of the Independence Police Department, and holding an elevated standard, so the community is cared for to the highest degree.

The City Clerk will swear-in Daniel Bowers : "I do solemnly swear that I will support the constitution of the United States and the constitution of the state of Kansas, and faithfully discharge the duties of police officer for the City of Independence Kansas. So help me God."

**SUPPORTING DOCUMENTS**

# REQUEST FOR COMMISSION ACTION
# CITY OF INDEPENDENCE
# February 26, 2026

**Department** City Clerk **Director Approval** David Schwenker

**AGENDA ITEM** Consider approving the minutes of the February 3rd and 12th regular and Joint Commission and Planning and Zoning special meetings

**SUMMARY RECOMMENDATION** Approve the minutes

**BACKGROUND**

**FINANCIAL INFORMATION**

**SUGGESTED MOTION** I move to approve the minutes of the February 3rd and 12th 2026 regular and joint Commission and Planning and Zoning special meeting

**SUPPORTING DOCUMENTS**

1. February 3 2026 Joint Commission Meeting
2. February 12 2026 Minutes

**Minutes of the City Commission's February 3, 2026 Meeting**

I. SPECIAL SESSION

**City Commissioners Present:** Mayor Dean Hayse and Vice-Mayor Tim White

**Planning Commission/Zoning Board Present:** Rachel Lyon, Kym Kays, Michelle Avery, Tim Haynes, Gary Hogsett, Butch Holum, Rita Ortolani, Anita Chappuie and Bill Gour

**Absent:**

**City Staff Present:** David Cowan, Assistant City Manager; David Schwenker, City Clerk and Kayla Schabel, Executive Assistant to the City Manager

**Guests:**

A. Call to Order

**Mayor Hayse called the meeting to order.**

**Chairperson Lyon called the meeting to order.**

II. ITEMS FOR DISCUSSION

A. Joint Work Session: Discussion of Revised Landscaping Regulations (Article XIX) for the Zoning Code

**Kayla Schabel gave an overview of prior discussions. The Commission had no problems with the revisions and await approval from the Planning and Zoning Board.**

III. ADJOURNMENT

**Motion:**
**On the motion of Tim White, seconded by Dean Hayse the Commission adjourned the meeting.**

**Aye: Dean Hayse, Tim White**
**Nay: None**

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**Dean A. Hayse, Mayor**

_____

**W. Scott Smith, Commissioner**

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**Tim White, Commissioner**

**Attest:**

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**City Clerk/Treasurer**

# Minutes of the City Commission's February 12, 2026 Meeting

I. REGULAR SESSION

Commissioners Present: Mayor Dean Hayse by phone, Commissioner Scott Smith

City Staff Present: Kelly Passauer, City Manager; David Cowan, Assistant City Manager; Jeff Chubb, City Attorney; David Schwenker, City Clerk/City Treasurer; John Garris, City Engineer/Director of Public Works; Lacey Lies, Finance Director; April Nutt, Director of Housing Authority; Dustin Stafford, Chief of Police and Jordan Bagley, IT Technician Coordinator.

Visitors Present: Larry McHugh, Breanna Sanford, Sherri Garris, Andy Wewiwo, Louis Dorman, Joslyn Kusiak, Ned Stichman, Pat Johnston, Ryan Robison, Sue Thompson, Teresa Wallingford and Lisa Wilson.

A. Call to Order

**Mayor Hayse called the meeting to order.**

B. Pledge of Allegiance to the United States of America

C. Adoption of Agenda

**Motion:**
**On the motion of Scott Smith, seconded by Dean Hayse, the Commission adopted the agenda.**

**Aye: Dean Hayse, Scott Smith**
**Nay: None**

II. CONSENT AGENDA

**Motion:**
**On the motion of Scott Smith, seconded by Dean Hayse the Commission adopted the consent agenda.**

**Aye: Dean Hayse, Scott Smith**
**Nay: None**

A. Consider approving the minutes of the January 21st, 22nd and 28th regular and special meetings

**Suggested Motion:**
**I move to approve the minutes of the January 21st, 22nd and 28th 2026 regular and special meetings.**

B. Consider authorizing the closure of certain streets within Riverside Park for the annual Run4Fun 4K on May 9th, 2026.

**The Run4Fun 5K is an annual event that takes place in Riverside Park. Run4Fun is a non-profit organization whose goal is to promote a healthy lifestyle. The event is specifically intended for children ages K-6th. This will be the fourth year of the event, which was well attended last year. The event requires that streets along the race route be closed to traffic from 7:30 a.m. to 11:00 a.m. The date of the event is May 9, 2026.**

**Suggested Motion:**
**I move to authorize the request for the closure of certain streets in Riverside Park on May 9th from 7:30 a.m. to 11:00 a.m. for the annual Run4Fun 5K.**

C. Consider allowing bidding for the 2026 Street Marking project.

**It has been requested to refresh existing paint markings on several road segments. Given that the volume of painting requested likely exceeds the capacity of the Street Department, since they have a relatively small window when they have time, a private contractor is the best alternative to get the work done. The bids would be opened on March 19, 2026, at 2 PM.**

**Suggested Motion:**
**I move to authorize bidding of the 2026 Street Marking project as described in the attached Request for Proposals.**

D. Consider allowing bidding for the 2026 Salt-Sand Storage project.

**The consolidated public works building was purchased in August. In order to bring full functionality to the facility, a location is needed to store road salt and aggregate to provide melting/friction surfaces. The existing facility is slated to be sold, and it is recommended to place the new storage facility at the new public works building. The bids would be opened on March 19, 2026, at 2 PM.**

**Suggested Motion:**
**I move to authorize bidding of the 2026 Salt-Sand Storage project as**

**described in the attached Invitation to Bid.**

E. Consider allowing bidding of airport apron pavement maintenance.

**The City was awarded a Kansas Department of Transportation (KDOT) Kansas Airport Improvement Program (KAIP) grant to maintain pavement integrity. This project is to maintain the surface of the apron directly adjacent to the Textron manufacturing facility. Our consultant, H.W. Lochner has prepared bid documents for this work.**

**Bids for this project are due on Tuesday, March 10th at 3 PM.**

**Suggested Motion:**
**I move to authorize bidding for airport pavement maintenance as described in the attached Invitation to Bid.**

F. Consider authorizing disposal by auction of various items of City property.

**Fifty-four items have been selected as potentially having enough value for sale by auction. These are listed in the attachment, and have been reviewed by all departments in the City and none of them are felt to be of further use. Please note that values attached to the items are only approximations, and are not based on a third-party professional appraisal, and it is not known what value any individual item will bring.**

**It is recommended that these items be placed for auction on Purple Wave, an internet auction site for disposal with all net proceeds returning to the City. As this is the first time staff has used this method of equipment auction, a few items at a time will be sold until we are familiar with the process.**

**Suggested Motion:**
**I move to authorize disposal by auction of the items described in the attached list, and to execute the contract with Purple Wave to act as the auctioneer.**

III. PUBLIC HEARING

A. Public Hearing to consider condemnation of 700 N. 12th Street as dangerous and unsafe.

**The property located at 700 N. 12th Street has previously been reported to the City for issues involving the condition of the primary structure, debris,**

**and code enforcement issues. Upon inspection, City staff observed that both structures are in significant disrepair, pose safety hazards, and no city utilities since 11/19/2018.**

**City staff recommends condemnation of the structure as dangerous and unsafe.**

**Motion:**
**On the motion of Scott Smith, seconded by Dean Hayse, the Commission adopted a resolution condemning 700 N. 12th Street as dangerous and unsafe.**

**Aye: Dean Hayse, Scott Smith**
**Nay: None**

B. Public Hearing to consider condemnation of 1116 W. Main Street as dangerous and unsafe.

**The property located at 1116 W Main Street has been previously reported to the City for issues involving the condition of the primary structure, debris and code enforcement issues. Upon inspection, City staff observed that the structure is in significant disrepair, pose safety hazards, and no city utilities since 09/22/2022. The owner is wanting the structure removed and should be present at the meeting to review with the commission her plans.**

**City staff recommends condemnation of the structure as dangerous and unsafe.**

**Motion:**
**On the motion of Scott Smith, seconded by Dean Hayse, the Commission adopted a resolution condemning 1116 W. Main Street as dangerous and unsafe.**

**Aye: Dean Hayse, Scott Smith**
**Nay: None**

C. Public Hearing to consider condemnation of 300 Westminster Place as dangerous and unsafe.

**The property located at 300 Westminster Place has previously been reported to the City for issues related to the condition of the primary structure, debris accumulation, and code enforcement violations. Upon inspection, City staff**

**observed that both structures on the property are in significant disrepair and pose safety hazards. City utility services have been discontinued since January 27, 2025.**

**The City has communicated with the property owner regarding the circumstances; however, she did not indicate her intentions for addressing the property during that discussion.**

**City staff recommends that the Commission condemn the structure(s) as dangerous and unsafe.**

**Motion:**
**On the motion of Scott Smith, seconded by Dean Hayse, the Commission adopted a resolution condemning 300 Westminster Place as dangerous and unsafe.**

**Aye: Dean Hayse, Scott Smith**
**Nay: None**

D. Public Hearing to consider condemnation of 721 Washington Street as dangerous and unsafe.

**The property located at 721 Washington Street has been previously reported to the City for issues involving the condition of the primary structure, debris and code enforcement issues. Upon inspection, City staff observed that both structures are in significant disrepair, pose safety hazards, and no city utilities since 05/4/2020.**

**City staff recommends condemnation of the structure as dangerous and unsafe.**

**Motion:**
**On the motion of Scott Smith, seconded by Dean Hayse, the Commission adjourned the public hearing to May 28, 2026 at 5:30 pm.**

**Aye: Dean Hayse, Scott Smith**
**Nay: None**

E. Public Hearing to consider condemnation of 1300 W. Myrtle Street as dangerous and unsafe.

**The property located at 1300 W Myrtle Street has been previously reported to the City for issues involving the condition of the primary structure, debris and code enforcement issues. Upon inspection, City staff observed that both structures are in significant disrepair, pose safety hazards, and no city utilities since 12/15/2021. The City has had no contact with the owner.**

**City staff recommends condemnation of the structure as dangerous and unsafe.**

**Motion:**
**On the motion of Scott Smith, seconded by Dean Hayse, the Commission adopted a resolution condemning 1300 W. Myrtle Street as dangerous and unsafe.**

**Aye: Dean Hayse, Scott Smith**
**Nay: None**

F. Public Hearing to consider condemnation of 828 W. Cottonwood Street as dangerous and unsafe.

**The property located at 828 W. Cottonwood Street has previously been reported to the City for issues related to the condition of the primary structure and environmental concerns. At a prior meeting, the Commission approved an abatement of the property due to significant debris accumulation in the yard. That abatement was completed on January 23, 2026.**

**The Code Enforcement Officer has since reported additional violations, and squatters continue to occupy the residence. Upon inspection, City staff observed that both structures on the property are in significant disrepair, pose safety hazards, and have been without City utility services since April 15, 2021.**

**City staff recommends condemnation of the structure(s) as dangerous and unsafe**

**Motion:**
**On the motion of Scott Smith, seconded by Dean Hayse, the Commission adopted a resolution condemning 828 W. Cottonwood as dangerous and unsafe.**

**Aye: Dean Hayse, Scott Smith**

**Nay: None**

IV. ITEMS FOR COMMISSION ACTION

A. Consider a resolution to rescind the condemnation action of 521 N. 24th Street and 518 N. 9th Street.

**On November 20, 2025, the City Commission set a public hearing to consider the condemnation of 521 N. 24th Street, and on December 11, 2025, set a public hearing for 518 N. 9th Street. The property owners subsequently hired a private contractor, and the trailer home and associated structures have been removed and inspected to confirm compliance with City standards.**

**Although a resolution formally condemning the properties was not adopted, a resolution was filed with the Register of Deeds when the properties were initially scheduled for public hearing. Therefore, to ensure no documents remain that could cloud the property titles, it is recommended that the City Commission adopt a resolution rescinding the condemnation action. This rescission resolution will also be filed with the Register of Deeds.**

**Motion:**
**On the motion of Scott Smith, seconded by Dean Hayse, the Commission adopted a resolution rescinding previous resolutions, which set a hearing date to consider the condemnation of 521 N. 24th Street and 518 N. 9th Street as dangerous and unsafe.**

**Aye: Dean Hayse, Scott Smith**
**Nay: None**

B. Consider setting the date of April 9, 2026 for a Public Hearing to consider the condemnation of 1014 W. Beech as dangerous and unsafe.

**On January 28, 2026, the residential structure located at 1014 W. Beech was damaged by a fire that caused extensive damage to both the interior and exterior of the home. As a result, the structure is currently uninhabitable. The property owner maintains insurance coverage through USAA, and the City has notified the insurer of the loss and requested the applicable condemnation payment.**

**City staff recommends setting April 9, 2026, as the date for a public hearing to consider the condemnation of the structure at 1014 W. Beech as dangerous and unsafe.**

**Motion:**
**On the motion of Scott Smith, seconded by Dean Hayse, the Commission adopted a resolution setting the date of April 9, 2026, at 5:30 pm for a Public Hearing to consider the condemnation of 1014 W. Beech as dangerous and unsafe.**

**Aye: Dean Hayse, Scott Smith**
**Nay: None**

C. Consider setting the date of April 9, 2026, for a Public Hearing to consider the condemnation of 608 E. Cedar Street.

**On February 6, 2026, the structures located at 608 E. Cedar were damaged by a fire that caused extensive destruction to a garage, carport, camper, passenger vehicle, and adjoining structures. As a result, the structures and vehicles are considered a total loss. The property owners do not have insurance coverage on any of the parcels impacted by the fire.**

**City staff recommends scheduling a Public Hearing to consider the condemnation of 608 E. Cedar. During the Fire-EMS response, the owner of 612 E. Cedar (Barraza) stated that he owns 608 E. Cedar, but a review of county records shows separate parcels and owners. Staff has requested an Ownership and Encumbrance (O&E) report to verify the legal owners of the properties and to ensure proper notice requirements for the Public Hearing are met.**

**City staff recommends setting April 9, 2026, as the date for a Public Hearing to consider the condemnation of the structures and property at 608 E. Cedar parcel as dangerous and unsafe. Staff is notifying both owners of the hearing for the meeting.**

**Motion:**
**On the motion of Scott Smith, seconded by Dean Hayse, the Commission adopted a resolution setting the date of April 9, 2026, at 5:30 pm for a Public Hearing to consider the condemnation of 608 E. Cedar Street as dangerous and unsafe.**

**Aye: Dean Hayse, Scott Smith**
**Nay: None**

D. Consider authorizing the City of Independence to acquire the Martin Estate LLC homes using funds provided by the Independence Housing Authority, with the properties to be managed by the Housing Authority.

**In 2012, Tom Carlson, a developer from Springfield, Missouri, partnered with the City and the Independence Housing Authority to build 18 Low Income Housing Tax Credit (LIHTC) single-family homes. Mr. Carlson has now proposed selling these 18 homes to the Independence Housing Authority for $900,000. These properties must remain within the LIHTC program until 2042, with a provision allowing current residents the opportunity to purchase their homes at a reduced rate beginning mid- 2027. After a home is sold, a five-year compliance period will be enforced, during which the home cannot be resold without a pro-rated repayment to the state if sold before the compliance period ends. The intention is for the IHA to partner with local banks and tenants to determine their interest and ability to purchase the homes. This collaboration would allow the IHA to work with tenants for a year, assisting them in transitioning to homeownership.**

**To advance in this process, the next step involves submitting State Form 22 to the Kansas Housing Resources Corporation for their approval of the property transfer.**

**Motion:**
**On the motion of Scott Smith, seconded by Dean Hayse, the Commission authorized the City of Independence, Kansas to acquire the Martin Estate Properties on behalf of the City of Independence, KS Housing Authority.**

**Aye: Dean Hayse, Scott Smith**
**Nay: None**

E. Consider awarding disposal of the Water Treatment Plant residuals to Midwest Injection, Inc.

**As a part of the Water Treatment Plant's processes, a sediment is generated. Since this sediment exits the process after the water treatment has begun (i.e., chemicals are introduced) it cannot be reintroduced back into the water. This sediment ("residuals") is stored in basins prior to being appropriately disposed of.**

**As this is a waste with no deleterious properties, it can be integrated into agricultural or pastureland. Bids for this work were received on January 8, 2026. There were two responsive bidders, Midwest Injection, Inc. at**

**$119,000 lump sum, plus $34.00 per cubic yard for volumes above 3,400 cubic yards, and Hodges Farms & Dredging, LLC for $187,000.**

**It is recommended to award the project to Midwest Injection, Inc.**

**Motion:**
**On the motion of Scott Smith, seconded by Dean Hayse, the Commission approved the award of the disposal of the Water Treatment Plant residuals to Midwest Injection, Inc. and for the execution of any necessary documents.**

**Aye: Dean Hayse, Scott Smith**
**Nay: None**

F. Consider the recommendation of the Economic Development Advisory Board to acknowledge expiration of the Grant Award Agreement with JMZ Corporation d/b/a KwiKom Communications, decline to extend or revive the Agreement, and allow continued construction under the existing City permit.

**On December 28, 2023, the City entered into a Grant Award Agreement with JMZ Corporation, d/b/a KwiKom Communications ("KwiKom"), for an economic development project. Under the Agreement, the "Commencement Date" is defined as the date on which any permit for the work was issued by the City. The first permit for the project was issued on January 2, 2024, thereby establishing the contractual Commencement Date. While additional permits were issued later, including the most recent permit on October 8, 2025, the Agreement ties the project schedule to the first permit issued.**

**The Agreement required KwiKom to complete the project within two (2) years of the Commencement Date, resulting in a contractual completion deadline of January 2, 2026. The Agreement also includes a Force Majeure provision that would automatically extend the completion deadline by six (6) months if certain conditions were met, including timely written notice and ongoing communication with the City. Although KwiKom made a general assertion of Force Majeure beginning in 2024, the required written notice and supporting information were not provided, and based on the information available, the circumstances described are unlikely to meet the definition of Force Majeure under the Agreement.**

**At its February 3, 2026 meeting, the Economic Development Advisory Board reviewed the matter and considered multiple resolution options. The EDAB selected Motion Option 2, recommending that the City Commission acknowledge expiration of the Agreement, decline to extend or revive it, and allow KwiKom to continue construction solely under its existing City permit.**

**That permit, issued on October 8, 2025, remains valid for six (6) months and is scheduled to expire on April 7, 2026, subject to all applicable City requirements.**

**Motion:**
**On the motion of Scott Smith, seconded by Dean Hayse, the Commission accepted the recommendation of the Economic Development Advisory Board to acknowledge that the Grant Award Agreement with JMZ Corporation d/b/a KwiKom Communications expired on January 2, 2026; determine that no valid Force Majeure claim was made; declined to extend or revive the Agreement; and allow KwiKom to continue construction under its existing City permit, which expires April 7, 2026, subject to all applicable City requirements and further action by the City Commission.**

**Aye: Dean Hayse, Scott Smith**
**Nay: None**

G. Consider changes to Transformative Art in Public Places (TAPS) electrical box art projects.

**The City was awarded a grant to support the Transformative Art in Public Places (TAPS) electrical box art initiative. The original project scope contemplated the use of vinyl wraps applied to stainless steel traffic control or electrical boxes.**

**During implementation planning, contractors advised the Finance Director that wrapping the boxes would be more expensive than originally anticipated due to the complexity of the boxes, including multiple access doors, grooves, and ventilation openings that require precise cutting and installation. Based on this information, the Finance Director has requested that the City Commission consider authorizing painting of the boxes as an alternative to wrapping.**

**A similar request was previously considered by the City Commission on April 26, 2018, when a proposal was submitted to paint a City-owned traffic control box as a public art enhancement. Although City staff recommended approval with conditions at that time, the Commission ultimately declined to approve the request due to concerns regarding long-term maintenance responsibilities and the lack of a formal framework governing public art on City infrastructure.**

**To better understand the implications of painting stainless steel traffic control or electrical boxes, the City Engineer was consulted regarding long-**

**term maintenance considerations.**

**Motion:**
**On the motion of Scott Smith, seconded by Dean Hayse, the Commission authorized the use of paint, rather than vinyl wraps, for the Transformative Art in Public Places (TAPS) electrical box art project, subject to any conditions deemed appropriate by the Commission.**

**Aye: Dean Hayse, Scott Smith**
**Nay: None**

H. Consider canceling the February 18, 2026 Special Commission Meeting.

**There are no specific items to discuss on February 18, 2026. Therefore, staff recommends canceling the Special Commission meeting for that date.**

**Motion:**
**On the motion of Scott Smith, seconded by Dean Hayse, the Commission canceled the February 18, 2026 Special Commission meeting.**

**Aye: Dean Hayse, Scott Smith**
**Nay: None**

V. REPORTS

A. City Board Minutes

1. **September 29, 2025 Independence Historic Preservation Resource Commission Minutes.**
2. **January 21, 2026 Independence Recreation Commission**

VI. CITY MANAGER'S COMMENTS

City Manager Passauer listed the upcoming Commission meetings schedule, City Hall will be closed on February 16th for President's Day, Main Street's annual fundraising event will be on March 7th and the Community Based Stratgic Plan surveys will be launched soon. There will be two opportunities for the public to participate and give feedback on March 4th and 6th.

VII. COMMISSIONERS' COMMENTS

Commissioner Smith responded to the backlash over the Welcome Initiative and voiced his opposition to House Bill 2745 that puts limits on how cities can set their budget.

Commissioner Hayse agreed with Commissioner Smith.

VIII. PUBLIC CONCERNS

None.

IX. 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 Dean Hayse, the Commission recessed for an executive session for consultation with an attorney representing the City regarding a legal issue pursuant to the attorney/client privilege exception found at KSA 75-4319(b)(2). The open meeting will resume at 6:32 p.m. in the Commission Room of City Hall.**

**Aye: Dean Hayse, Scott Smith**
**Nay: None**

**The open meeting resumed at 6:32 p.m. with no action taken.**

X. ADJOURNMENT

**Motion:**
**On the motion of Scott Smith, seconded by Dean Hayse, the Commission adjourned the meeting.**

**Aye: Dean Hayse, Scott Smith**
**Nay: None**

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**Dean A. Hayse, Mayor**

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**W. Scott Smith, Commissioner**

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**Tim White, Commissioner**

**Attest:**

_____

**City Clerk/Treasurer**

# REQUEST FOR COMMISSION ACTION
# CITY OF INDEPENDENCE
# February 26, 2026

**Department** Street | **Director Approval** John Garris

**AGENDA ITEM** Consider approval of installation of a new ADA ramp at the corner of Walnut Street and South Pennsylvania Avenue.

**SUMMARY RECOMMENDATION** Approve installation of the ADA ramp.

**BACKGROUND** A citizen has requested installation of an ADA-compliant curb ramp at the intersection of Walnut Street and South Pennsylvania Avenue in order to provide an ADA-accessible path of travel to the downtown area. Currently, this location does not contain a compliant pedestrian ramp. The installation of a new ADA-compliant will improve accessibility, pedestrian safety, and connectivity to downtown amenities.

The work will be completed under the City's existing unit-price concrete contract.

**FINANCIAL INFORMATION** The estimated cost of the project is approximately $6,000. The project will be paid from the existing balance of designated ADA funds.

**SUGGESTED MOTION** I move to approve installation of an ADA-compliant ramp at the corner of Walnut Street and South Pennsylvania Avenue.

**SUPPORTING DOCUMENTS**

1. Street Corner Photo

**REQUEST FOR COMMISSION ACTION**
**CITY OF INDEPENDENCE**
**February 26, 2026**

**Department** Public Works & Utilities **Director Approval** John Garris

**AGENDA ITEM** Consider authorizing bidding for replacement salt/sand spreaders.

**SUMMARY RECOMMENDATION** Authorize bidding.

**BACKGROUND** The Public Works Department utilizes truck-mounted salt/sand spreaders for winter roadway treatment and ice control operations. Existing equipment dates to the 1990s, and has failed. Staff proposes to solicit bids for one (1) new municipal-grade salt/sand spreader, with the option to purchase one (1) additional identical unit within ninety (90) days of award, subject to funding availability.

The bid package includes specifications for municipal-duty equipment and provides an option for trade-in of existing equipment, if deemed advantageous to the City.

Bids would be due at 2pm on April 2, 2026.

**FINANCIAL INFORMATION** No costs will be incurred to bid.

**SUGGESTED MOTION** I move to authorize staff to advertise for sealed bids for the purchase of up to two truck-mounted salt/sand spreaders for the Public Works Department.

**SUPPORTING DOCUMENTS**

1. ITB - Spreader

# CITY OF INDEPENDENCE, KANSAS

## ADVERTISEMENT FOR BIDS

The City of Independence, Kansas, is accepting sealed bids for the purchase of **up to two (2) truck-mounted salt/sand spreaders** for use by the Public Works Department.

Sealed bids will be received at the office of the City Clerk, City Hall, 811 W. Laurel Street, Independence, Kansas, until **2pm on April 2, 2026**, at which time bids will be publicly opened and read aloud.

No bid bond is required for this project.

The City reserves the right to reject any or all bids, waive informalities, and accept the bid deemed to be in the best interest of the City.

# INSTRUCTIONS TO BIDDERS

## 1. INTENT

The City of Independence seeks to purchase one (1) new municipal-grade truck-mounted salt/sand spreader, with the option to purchase one (1) additional identical unit at the same unit price within ninety (90) days of award, subject to budget availability.

## 2. BID SUBMISSION

Bids shall be submitted in a sealed envelope clearly marked:

**“Salt/Sand Spreader Bid”**

Each bid shall include:

- Completed Bid Form
- Manufacturer and model information
- Complete specification sheets
- Warranty documentation
- Delivery timeline
- List of exceptions or deviations

Bids received after the stated deadline will not be considered.

## 3. AWARD

Award will be made to the lowest responsive and responsible bidder meeting the specifications and serving the best interest of the City upon approval of the City Commission.

# SPECIFICATIONS

## 1. GENERAL REQUIREMENTS

The spreader(s) shall be new, current production municipal-duty units suitable for installation on City-owned trucks and designed for salt, sand, or salt/sand mixture application.

Used or demonstrator equipment must be clearly identified and approved by the City.

## 2. CAPACITY

- Hopper capacity: 13.5 cubic yards
- Designed for continuous municipal roadway use

## 3. CONSTRUCTION

- 304 stainless steel hopper (preferred)
- Reinforced structural frame
- Top screens to prevent oversized material entry
- Adjustable feed gate

## 4. FEED SYSTEM

- 24” wide conveyor chain
- Designed to prevent bridging and clogging
- Independent control of conveyor and spinner

## 5. DRIVE & CONTROLS

- Hydraulic drive system
- In-cab speed controller
- Weather-resistant wiring harness
- Clearly labeled operator controls

## 6. SPREAD PATTERN

- Adjustable spinner
- Capable of distributing material up to approximately 30–40 feet

## 7. MOUNTING

- Mounting hardware included
- Installation instructions provided

## 8. WARRANTY

- Minimum one (1) year manufacturer warranty
- Warranty documentation provided at delivery

# TRADE-IN OPTION

The City may offer for trade one (2) existing salt/sand spreaders. Information regarding the trade-in units are as follows, and may be inspected upon contacting Aaron Stringer, 620.714.0460:

- Manufacturer: Unknown
- Model: Stainless body, steel structure and chute, approximately 13 CY
- Year: 1990s
- Condition: Used / Operational

- Manufacturer: Unknown
- Model: Fiberglass body, steel conveyor, approximately 13 CY
- Year: Unknown
- Condition: Used / Non-operational

Bidders shall provide:

- Trade-in allowance value (if any)
- Description of any inspection required
- Statement of acceptance “as-is” condition

The City reserves the right to accept or reject any trade-in allowance and may elect to sell surplus equipment separately.

# DELIVERY

Delivery shall be FOB Destination to:

City of Independence – Public Works
2143 Enterprise Drive,
Independence, Kansas

Delivery shall occur within 180 calendar days after receipt of purchase contract, with the City retaining the right to delay delivery for up to that period.

# TAX EXEMPT STATUS

The City of Independence is exempt from Kansas State Sales Tax. A tax exemption certificate will be provided upon request.

# BID FORM

Bidder Name: _____
Address: _____
Phone: _____
Email: _____

---

### Base Bid – One (1) Unit

Unit Price: $_____

### Optional Second Unit

Unit Price: $_____

### Trade-In Allowance (If Applicable)

Trade-In Credit: $_____

### Net Price (Base Bid Less Trade-In)

Total: $_____

Delivery within _____ calendar days.

Signature: _____
Printed Name: _____
Title: _____
Date: _____

# REQUEST FOR COMMISSION ACTION
# CITY OF INDEPENDENCE
# February 26, 2026

**Department** Public Works & Utilities **Director Approval** John Garris

**AGENDA ITEM** Consider authorizing bidding for installation of a vehicle service pit at the Public Works facility.

**SUMMARY RECOMMENDATION** Authorize bidding.

**BACKGROUND** The City of Independence operates and maintains a fleet of municipal vehicles that require routine service and preventative maintenance. To improve efficiency and technician safety, staff recommends installation of a chair-depth vehicle service pit at the Public Works maintenance facility. Proposals are due by 2:00 pm on April 2, 2026.

The project includes the construction of a sealed, reinforced concrete service pit approximately 17 to 21 feet long, approximately 40 inches wide, and approximately 4 feet deep, with an aluminum trade-bright pit liner. The pit will include a chair track system with a technician chair, a filter storage system with built-in sliding racks, and an integrated drain pan system for fluid collection. The service pit will also include a removable aluminum cover for safety when the pit is not in use, along with safety features such as non-slip surfaces and adequate lighting.

Bids will be returned to the Commission for consideration at a future meeting.

**FINANCIAL INFORMATION** No cost is incurred in bidding.

**SUGGESTED MOTION** I move to authorize requesting proposals for installation of a vehicle service pit at the Public Works maintenance facility.

**SUPPORTING DOCUMENTS**

1. RFP - Public Works Vehicle Service Pit

# REQUEST FOR PROPOSALS (RFP)

## Vehicle Maintenance Service Bay Installation

# City of Independence, Kansas

## ADVERTISEMENT FOR PROPOSALS

The City of Independence, Kansas, is soliciting sealed proposals from qualified contractors for the design and installation of a **Vehicle Maintenance Service Bay** at a City maintenance facility.

Proposals must be submitted to the Office of the City Clerk, 120 N. 6th Street, Independence, Kansas 67301, on or before **2:00 p.m., April 2, 2026**. Proposals shall be enclosed in a sealed envelope clearly marked on the outside **"Vehicle Maintenance Service Bay Proposal."** E-mail or fax proposals will not be accepted.

Proposals will be reviewed for completeness and evaluated in accordance with the criteria set forth herein. The City reserves the right to reject any or all proposals and to waive informalities or irregularities as deemed in the best interest of the City.

# SECTION 1 – INTRODUCTION AND PROJECT SUMMARY

The City of Independence operates a fleet of municipal vehicles requiring routine inspection and maintenance. The City is seeking proposals from qualified contractors to design and install a **chair-depth vehicle service bay**, approximately **17 feet in length**, complete with an integrated drain system, safety features, and removable pit covers.

The project includes all labor, materials, equipment, excavation, structural work, drainage components, integration with existing systems, and final commissioning necessary to deliver a fully functional and code-compliant service bay.

# SECTION 2 – SCOPE OF WORK

## 2.1 General Description

The Contractor shall design and construct a sealed, reinforced concrete service pit integrated into the existing maintenance floor system.

### Required Dimensions (Approximate)

- **Length:** 17 to 21 feet
- **Width:** Approximately 40 inches
- **Depth:** Approximately 4 feet (chair-depth configuration)

## 2.2 Construction Requirements

### Service Pit Structure

- Reinforced concrete pit, sealed and waterproofed
- Interior liner constructed of **aluminum tread-bright material**
- Pit designed to support vehicle loads consistent with light- and medium-duty municipal fleet vehicles
- Integration with existing floor slab to ensure structural continuity

### Chair Track System

- Install a dedicated **technician chair track system** along the length of the pit
- Include one (1) compatible technician service chair

### Filter Storage System

- Built-in sliding filter rack system integrated within the pit wall

### Drain Pan & Fluid Collection

- Integrated **large drain pan**, minimum 10-gallon capacity
- Pan shall be positioned at the top of the pit opening
- Drainage shall occur by:
    - Gravity feed to an existing or new waste-oil storage tank below grade; or
    - Quick-disconnect hose system suitable for transfer to a waste oil barrel
- Drainage system shall prevent pooling or overflow

### Removable Pit Covers

- Heavy-duty aluminum covers
- Approximate size: 3 feet in length by full pit width
- Designed to safely seal the pit when not in use
- Covers shall support anticipated floor loads when installed

### Safety Features

- Non-slip walking surfaces
- Handrails or grab bars as required
- Adequate pit lighting rated for maintenance environments
- All installations shall comply with OSHA requirements and applicable building codes

## 2.3 Drainage & Waterproofing

- Provide full waterproofing of pit structure
- Seal all joints to prevent fluid migration into subgrade
- Ensure compliance with environmental regulations governing fluid containment

## 2.4 Integration with Existing Systems

The Contractor shall:

- Evaluate existing electrical and plumbing systems
- Provide connections or modifications as required
- Coordinate any necessary shutdowns with City staff

## 2.5 Final Inspection & Compliance

The completed installation shall meet all applicable:

- Local building codes
- State regulations
- OSHA safety standards
- Environmental regulations for fluid handling and containment

The Contractor shall provide all required inspections and certifications prior to final acceptance.

# SECTION 3 – EXISTING CONDITIONS

The Contractor, in undertaking the work under this contract, is assumed to have visited the premises and taken into consideration all conditions which might affect the work. No consideration will be given to claims based on lack of knowledge of existing conditions.

A site walkthrough may be scheduled by contacting:

**John Felton**
Phone: 620.332.9866
Email: JohnF@independenceks.gov

Only representations and clarifications provided in writing by the City shall be considered binding.

# SECTION 4 – PROPOSAL CONTENT

Proposals shall address the following items in numerical order:

1. **Project Approach**
   Detailed design narrative, construction methodology, materials, and specifications.
2. **Qualifications and Experience**
   Firm history, relevant experience with similar service pits or municipal maintenance facilities, identification of project manager, and references.
3. **Insurance Documentation**
   Proof of general liability, workers compensation, and automobile liability coverage.
4. **Licensing**
   Contractor must be licensed or obtain licensing with the City of Independence.
5. **Construction Timeline**
   Proposed schedule from award through completion.
6. **Cost Proposal**
   Lump sum proposal submitted on attached bid sheet.

# SECTION 5 – EVALUATION CRITERIA

Proposals will be evaluated based primarily on the following criteria:

1. Project Cost
2. Scope of Work and Technical Approach
3. Qualifications and Experience of Firm
4. Personnel and Available Resources

The City reserves the right to conduct interviews or request additional information.

# SECTION 6 – BONDING REQUIREMENTS

For projects with a total contract value in excess of **$75,000**, the following bonds shall be required:

- **Bid Bond:** Five percent (5%) of the total proposal amount
- **Performance Bond:** One hundred percent (100%) of the contract amount
- **Statutory Payment Bond:** One hundred percent (100%) of the contract amount in accordance with K.S.A. 60-1412 through 60-1414

Bond forms are included in **Appendix A – Bond Forms** of this RFP and shall be used for applicable projects.

# SECTION 7 – INSURANCE REQUIREMENTS

The Contractor shall maintain:

- Workers' Compensation Insurance (as required by Kansas law)
- Commercial General Liability: $1,000,000 per occurrence / $2,000,000 aggregate
- Automobile Liability: $1,000,000 combined single limit

The City shall be named as additional insured. Certificates must provide 30 days written notice of cancellation.

# SECTION 8 – TERMS AND CONDITIONS

- The City reserves the right to reject any or all proposals.
- Late proposals will not be considered.
- All costs incurred in preparation of the proposal are the responsibility of the proposer.

# CONTACT INFORMATION

Questions regarding this RFP shall be directed to:

John Garris, City of Independence
Email: engineer@independenceks.gov

# APPENDIX A – BOND FORMS

(Required for projects with a total contract value exceeding $75,000)

# A-1. BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
_____ as Principal, and
_____ as Surety, are held and firmly bound unto the **City of Independence, Kansas**, as Obligee, in the penal sum of _____ Dollars ($_____), being five percent (5%) of the total bid amount, for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

WHEREAS, the Principal has submitted a proposal to the City of Independence for the **Vehicle Maintenance Service Bay Installation**;

NOW, THEREFORE, the condition of this obligation is such that if the Principal's proposal is accepted and the Principal enters into a written contract and furnishes the required Performance Bond and Statutory Payment Bond within the time prescribed by the City, then this obligation shall be void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any extension of time within which the City may accept the proposal.

Signed and sealed this _____ day of _____, 2026.

---

Principal

By: _____

---

Surety

By: _____

---

# A-2. PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
_____ as Principal, and
_____ as Surety, are held and firmly bound unto the **City of Independence, Kansas**, in the penal sum of _____ Dollars ($_____), equal to one hundred percent (100%) of the contract amount.

WHEREAS, the Principal has entered into a contract with the City of Independence for the **Vehicle Maintenance Service Bay Installation**;

NOW, THEREFORE, if the Principal shall faithfully perform all terms, covenants, and conditions of the contract and shall correct any defective work within the one-year warranty period, then this obligation shall be void; otherwise it shall remain in full force and effect.

The Surety agrees that no changes, extensions of time, or alterations to the contract shall release the Surety from its obligations under this bond.

Executed this _____ day of _____, 2026.

---

Principal

By: _____

---

Surety

By: _____

---

# A-3. STATUTORY PAYMENT BOND (KANSAS)

KNOW ALL PERSONS BY THESE PRESENTS, that we,
_____ as Principal, and
_____ as Surety, are held and firmly bound unto the **State of Kansas**, for the use and benefit of all persons entitled thereto, in the penal sum of _____ Dollars ($_____), equal to one hundred percent (100%) of the contract amount.

WHEREAS, the Principal has entered into a written contract with the City of Independence, Kansas, for the **Vehicle Maintenance Service Bay Installation**;

NOW, THEREFORE, if the Principal shall promptly pay all lawful claims of subcontractors, laborers, and suppliers furnishing labor or materials in the prosecution of the work, then this obligation shall be void; otherwise it shall remain in full force and effect.

This bond is provided in compliance with K.S.A. 60-1412 through 60-1414.

Executed this _____ day of _____, 2026.

---

Principal

By: _____

---

Surety

By: _____

# REQUEST FOR COMMISSION ACTION
# CITY OF INDEPENDENCE
# February 26, 2026

**Department** Street | **Director Approval** John Garris

**AGENDA ITEM** Consider a change order for the Beech Street culvert project.

**SUMMARY RECOMMENDATION** Authorize change order.

**BACKGROUND** Work on the replacement of the Beech Street culvert encountered unsuitable material below the location for the new box culvert. Per the contract, the contractor has suggested to use a quantity of a unit price item, Slope Protection, at $20 per square yard to account for the stabilization efforts. GFT, our inspector, concurs. This would create a change order increase of $1,280 on this project.

**FINANCIAL INFORMATION** The original contract was for $92,838 and this $1,280 change order will bring the contract total to $94,118. The City has no stormwater repair fund. Therefore, these funds will come from the street capital reserve fund cash balances, reducing available funds for other future projects.

**SUGGESTED MOTION** I move to authorize the change order with J. Graham Construction, Inc. in the unit price amount of $1,280 and for the execution of any necessary documents.

**SUPPORTING DOCUMENTS**

1. Change Order 1

GFT

*Change Order*

| | | | |
|---|---|---|---|
| **PROJECT:** Beech Street Culvert Repair | **CHANGE ORDER NO.:** 001 | Owner | X |
| | **DATE:** 2/10/2026 | Engineer | X |
| | | Contractor | X |
| | **PROJECT NUMBER** | Field | X |
| **TO CONTRACTOR** | **CONTRACT DATE:** 10/1/2025 | Other | |
| J. Graham Construction, Inc | **CONTRACT FOR:** General Construciton | | |
| 1306 S. Elm Street | | | |
| Coffeyville, KS 67337 | | | |

**THE CONTRACT IS CHANGED AS FOLLOWS:**

According to Section 207.03 of the Standard Specifications for Road and Bridge Construction, When unstable or other unsuitable is encountered below foundation elevation of the reinforced concrete box structures the Contractor shall excavate such material and replace with a suitable and stable backfill material. The foundation stabilization, including the degree of instability of the exsiting material, nessary depth of excavation and suitability of the proposed backfill material shall be approved by the Engineer. In accordance with this statement, it has been determined that the material below the designed elevation is unsuitable and in need of stabilization in order to retain the integrity of the Prefabricated Reinforced Box structure. It is proposed to utilize the slope protection material for this stabilization, thence only overrunning the approved line item within the contract.

| Line | Description | Unit | Unit Price | Plan Qty. | Act. Qty. | Diff. | Cost Diff. |
|---|---|---|---|---|---|---|---|
| 10 | Slope protection | SY | $ 20.00 | 75.0 | 139.0 | 64.0 | $ 1,280.00 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | Total of this Change Order | | | | | | $ 1,280.00 |
| | | | | | | | |

| | | |
|---|---|---|
| **Original Contract Sum** | $ | 92,838.00 |
| **Net Change by Previouisly authorized Change Orders** | | |
| **Contract Sum Prior to this Change Order** | $ | 92,838.00 |
| **Contract Sum will be Increased by this Change Order by** | $ | 1,280.00 |
| **New Contract Sum Including this Change Order** | $ | 94,118.00 |

**Contract Time will be Increased by Zero ( 0) Days**

**Substantial Completion as of the Date of this Change Order Therefore is**

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

| GFT | J. Graham Construction, Inc. | City of Independence |
|---|---|---|
| **ENGINEER** *(Firm Name)* | **CONTRACTOR** *(Firm Name)* | **OWNER** *(Firm Name)* |
| 115 S. 6th, Independence, KS | 1306 S. Elm St., Coffeyville, KS | 120 N. 6th St., Independence |
| **ADDRESS** | **ADDRESS** | **ADDRESS** |
| **BY** *(Signature)* | **BY** *(Signature)* | **BY** *(Signature)* |
| Trista Bynum | Stephen J. Graham | |
| *(Typed Name)* | *(Typed Name)* | *(Typed Name)* |
| 2/16/26 | 2/13/2026 | |
| **DATE** | **DATE** | **DATE** |

**REQUEST FOR COMMISSION ACTION**
**CITY OF INDEPENDENCE**
**February 26, 2026**

**Department** Public Works & Utilities **Director Approval** John Garris

**AGENDA ITEM** Consider a change order for the Sanitary Sewer Improvements project.

**SUMMARY RECOMMENDATION** Authorize change order.

**BACKGROUND** Work on the connection to the existing sewer encountered failed sewer pipe in the Westminster and Fourth Street location. 42 feet of 8" sewer was required to be replaced. GFT, our inspector, has received a lump-sum price of $6,580 to correct the issue and recommends City acceptance.

**FINANCIAL INFORMATION** Costs would be recorded in Fund 023 and paid from Kansas Department of Health and Environment's Kansas Water Pollution Control Revolving Fund, Loan C20 2042 01.

**SUGGESTED MOTION** I move to authorize Change Order Number 1 with Tri-Star Utilities, Inc. in the lump-sum price amount of $6,850 and for the execution of any necessary documents.

**SUPPORTING DOCUMENTS**

1. Change Order.1

GFT

*Change Order*

| | | | |
|---|---|---|---|
| **PROJECT:** Sanitary Sewer Improvements at Westminster, 1st & Birch, and 2nd & Locus | **CHANGE ORDER NO.:** 001 | Owner | X |
| | **DATE:** 2/2/2026 | Engineer | X |
| | | Contractor | X |
| | **PROJECT NUMBER** P112160015 | Field | X |
| **TO CONTRACTOR** | **CONTRACT DATE:** 1/16/2026 | Other | |
| Tri-Star Utilities, Inc. | **CONTRACT FOR:** General Construciton | | |
| P.O. Box 903 | | | |
| Independence, KS 67301 | | | |

**THE CONTRACT IS CHANGED AS FOLLOWS:**

This Change order is to add line item 33 to the orgingal contract. During construction and camrea investigation prior to connecting to services on Line A Located along Westminster, East of 4th Street Tri Star encountered an area of the existing 8" Sanitary Sewer to be crusheed to the extent that the camera could not pass through it. After futher investigation, it was determined that 42 Liner Feet of the existing 8" sewer was crushed to the extent that we could not attach the new service lines without it being replaced. A lump sum price was requested for the additional work and materials to correct the issue.

| Line | Description | Unit | Unit Price | Plan Qty. | Act. Qty. | Diff. | Cost Diff. |
|---|---|---|---|---|---|---|---|
| 33 | 8" Spot Repair on East end of Line A 42LF | LS | $6,850.00 | 0.0 | 6850.0 | 1.0 | $ 6,850.00 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | Total of this Change Order | | | | | | $ 6,850.00 |
| | | | | | | | |

| | | |
|---|---|---|
| **Original Contract Sum** | $ | 1,623,905.00 |
| **Net Change by Previouisly authorized Change Orders** | | |
| **Contract Sum Prior to this Change Order** | $ | 1,623,905.00 |
| **Contract Sum will be Increased by this Change Order by** | $ | 6,850.00 |
| **New Contract Sum Including this Change Order** | $ | 1,630,755.00 |

**Contract Time will be Increased by Zero ( 0) Days**

**NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER**

| GFT | Tri-Star Utilities, Inc. | City of Independence |
|---|---|---|
| **ENGINEER** *(Firm Name)* | **CONTRACTOR** *(Firm Name)* | **OWNER** *(Firm Name)* |
| 115 S. 6th, Independence, KS | P.O. Box 903, Independence, KS | 120 N. 6th St., Independence |
| **ADDRESS** | **ADDRESS** | **ADDRESS** |
| **BY** *(Signature)* | **BY** Ruth Bechtle *(Signature)* | **BY** *(Signature)* |
| Trista Bynum *(Typed Name)* | Ruth Bechtle *(Typed Name)* | *(Typed Name)* |
| 2/9/26 **DATE** | 2/9/2026 **DATE** | **DATE** |

# REQUEST FOR COMMISSION ACTION
# CITY OF INDEPENDENCE
# February 26, 2026

**Department** Public Works & Utilities **Director Approval** John Garris

**AGENDA ITEM** Consider bidding for the construction of containment at the Municipal Airport for the fueling system.

**SUMMARY RECOMMENDATION** Approve Bidding.

**BACKGROUND** 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 be a part of the required containment for our airport fueling system. At this point, only the tank is being bid in an attempt to find the most competitive cost for the City. Bids would be opened at 10:00 AM on April 2, 2026.

**FINANCIAL INFORMATION** No additional funds will be expended in bidding this project.

**SUGGESTED MOTION** I move to authorize bidding for the construction of containment at the Independence Municipal Airport for the fueling system.

**SUPPORTING DOCUMENTS**

1. Refuelling Contract Docs and Specs TANK ONLY
2. SPCC Plans-compressed (1)

*CONTRACT DOCUMENTS*
*FOR*

# STORAGE TANK FOR SECONDARY CONTAINMENT
# AIRPORT REFUELING FACILITY
# INDEPENDENCE, KANSAS

***CITY OF INDEPENDENCE, KANSAS***

***February, 2026***

TRANSYSTEMS

*115 South Sixth Street, Suite B*
*Independence, Kansas 67301*
*620-331-3999*

# Table of Contents

Contract Documents, Plans and Specifications

**Storage Tank for Secondary Containment**

**Airport Refueling Facility**

**Independence, Kansas**

**DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**


| | |
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| Invitation to Bid | 00020 |
| Instructions to Bidders | 00100 |
| Bid & Bid Schedule | 00301 |
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| Agreement | 00500 |
| Notice of Award | 00501 |
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| Process Agents for Non-Resident Contractors | 00613 |
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**TECHNICAL SPECIFICATIONS**


| | |
|---|---|
| Summary of Work | 01010 |
| Steel Storage Tank | 11412 |

## INVITATION TO BID 00020

SEALED BIDS for. **Storage Tank for Secondary Containment**
Independence, KS will be received by**. City Clerk, City Hall, 120 N 6th Street, Independence, Kansas until 10:00 AM. April 2nd, 2026** and then publicly opened and read aloud.

Bidding documents have been prepared by TranSystems. Plans and specifications have been prepared by TranSystems. The bid documents, plans and specifications may be examined and obtained from the public works office for the City of Independence.

The Owner reserves the right to waive any informalities or minor defects and to reject any or all bids and to readvertise and rebid and/or negotiate with any or all bidders.

No bidder may withdraw his bid within **(60)** days after the actual date of the opening thereof.

Bidders with questions concerning the project may contact: Shawn Turner, PE, TranSystems, 620 331 9621. sdturner@transystems.com

Date: February 19, 2026 City of Independence, Kansas

## INSTRUCTIONS TO BIDDERS 0100

BIDS will be received by The City of Independence, Kansas (herein called the Owner), at the office of the **City Clerk, City Hall, 120 N 6th StreetSt, Independence, Kansas 67301** until **10:00 A.M., April 2nd, 2026** and then publicly opened and read aloud. Each BID must be submitted in a sealed envelope, addressed to. 120 N 6th Street, Independence, Kansas, 67031

Each sealed envelope containing a BID must be plainly marked on the outside as **BID FOR:**
**Storage Tank for Secondary Containment**
and the envelope should bear on the outside the name of the BIDDER, his address, his license number, if applicable, and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to City Clerk, City Hall, 811 West Laurel St, Independence, Kansas, 67301.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The BIDDER shall submit a completed Contractors Qualification form with their bid.

The OWNER may waive any informalities or minor defects or reject all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within **60** calendar days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and review of the drawings and specifications, including any ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities, the nature of the WORK to be performed, or the extent of responsibilities and risks to be assumed in that performance.

The OWNER shall provide to the BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned, and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

The OWNER, within fourteen **(14)** days, exclusive of Sundays and holidays, of the receipt of acceptable INSURANCE CERTIFICATES, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement, and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may, by WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by the OWNER.

NOTICE TO PROCEED shall be issued within THIRTY **(30)** days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty **(30)** day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

A conditional, or qualified BID, or tied Bids will not be accepted.

The BIDDER submitting the lowest TOTAL BID AMOUNT will be designated Apparent Low Bidder. Contract will be awarded to the lowest responsive responsible Bidder based on the lowest Total Bid Amount and having provided the necessary Bid Schedule, and other Bid Documents. The Total Bid Amount shall be determined by the summation of the Extended Totals for each bid item. Extended totals shall be determined by the Item Bid price written in words for lump sum bid items and the Item Bid price written in words multiplied by the number of units for the unit bid items. In all instances, the Item Bid price written in words shall take precedence over other prices written either in words or numerals. Bids received without Item Bid Prices written in words will be adjudged non-responsive.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS AND SUBCONTRACTORS when requested to do so by the OWNER.

The ENGINEER is TranSystems, 115 South 6th Street, Suite B, Independence, Kansas, 67301. Contact Shawn Turner,

PROPOSAL of **Storage Tank for Secondary Containment**
hereinafter referred to as BIDDER,
* a corporation arranged under the laws of the State of Kansas
* a partnership consisting of
* An individual d/b/a

TO: The City of Independence, Kansas, referred to as OWNER,

In response to your Invitation to Bid and having carefully examined the drawings, specifications, related contract documents, all addenda thereto, the project site and conditions related thereto, the BIDDER hereby proposes to perform all work for **Storage Tank for Secondary Containment**
in strict accordance with these Contract Documents, within the period(s) of time set out herein, and for the price(s), stated hereinafter.

By submission of this Bid, BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently without consultation, communication, agreement, collusion, or understanding with any other Bidder submitting a Bid for this Project.

BIDDER hereby agrees that if this Bid is accepted, BIDDER will, within fourteen **(14)** consecutive calendar days, after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, Insurance Certificates, and all other documents as required in these documents.

As bid security, BIDDER provides herewith, *Bid Bond, *Cashier's check, *Certified check, in the amount of five percent (5%) of the total bid amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the BIDDER fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established. BIDDER agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

BIDDER, in submitting this Bid, agrees to commence work under the Agreement on or before a date to be specified in the Notice to Proceed and to complete the Agreement within **60** consecutive calendar days, thereafter. BIDDER acknowledges understanding of terms for liquidated damages as provided by Section 15 of the General Conditions and agrees to pay liquidated damages in the amount(s) and by the term(s) established in the Agreement, without condition or recourse.

BIDDER acknowledges receipt of the following ADDENDA:

| NO. | DATE |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

BID SCHEDULE

Bid Prices shall be written in both words and numerals. In case of discrepancy, the bid price as written in words shall govern. Bidder understands and acknowledges in offering this Bid that the bid price in the Bid Schedule represents a summary price of all major items of construction required for the proposed work. Bidder further assures and acknowledges that each unit or lump sum bid price includes the cost of all adjacent, incidental, related, and companion items which are shown on the drawings, called for in the specifications, or otherwise necessary to provide a complete and functioning facility.

The OWNER reserves the right to increase, decrease, or delete from the Project quantities of work at the Unit Bid Price or Lump Sum Price to bring the total contract price to the budgeted project expenditures.

**BASE BID: Airport Fuel Trailer Storage Facility, with Steel containment**

| Item No. | | Units | Prices Written in Words | | Dollars Cents | Dollars Cents |
|---|---|---|---|---|---|---|
| 1-1 | 1 | LS | Mobilization. | | | |
| | | | _____ | /LS | $_____ | $_____ |
| 1-2 | 1 | LS | Construction Staking. | | | |
| | | | _____ | /LS | $_____ | $_____ |
| 1-3 | 1 | LS | Clearing and Grubbing | | | |
| | | | _____ | /LS | $_____ | $_____ |
| 1-4 | 1 | LS | Containment: Steel tank | | | |
| | | | _____ | /LS | $_____ | $_____ |
| 1-5 | 1 | LS | Surface Restoration | | | |
| | | | _____ | /LS | $_____ | $_____ |

**Total Base Bid Amount, Storage Tank for Secondary Containment**

_____Dollars ($_____)

Amounts are to be shown in both words and figures. In case of discrepancy, the amounts written in words will govern.

BIDDER understands and acknowledges that the bid items shown in this proposal represent a summary of all major components of construction required; and is set forth to facilitate the comparison of bids; and to provide a basis for any future negotiations that may be necessary.

BIDDER further understands and acknowledges that the bids on the different items on the Bid Schedule must be balanced within reasonable limits.

Respectfully submitted,

_____

**BID BOND** **00409**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as Surety, are hereby held and firmly bound unto The City of Independence, Kansas, as OWNER, in the penal sum of _____($_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 2026.

The Condition of the above obligation is such that whereas the principal has submitted to The City of Independence, Kansas, a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of **Storage Tank for Secondary Containment**

NOW, THEREFORE,

(a) If said BID shall be rejected,

(b) If said BID shall be accepted and the principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)
Principal

_____
Surety

By:_____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

## NOTICE OF AWARD 00501

TO:

PROJECT Description: **Storage Tank for Secondary Containment, Independence Kansas.**

The OWNER has considered the BID submitted by you for the above described WORK.

You are hereby notified that your BID in the amount of $_____ has been accepted.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within fourteen (14) consecutive calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS and INSURANCE CERTIFICATES within fourteen (14) consecutive calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____ 2026

City of Independence, Kansas

By_____.
Project Manager

ACCEPTANCE OF NOTICE: Receipt of the above NOTICE OF AWARD is hereby acknowledged

by_____

this the _____ day of _____, 2026.

By_____

Title_____

## NOTICE TO PROCEED 00502

TO: _____ DATE:_____

PROJECT: **Storage Tank for Secondary Containment**
**Independence Kansas.**

You are hereby notified to commence WORK in accordance with the Agreement dated _____ 2023, on or before _____, 2026 and you are to complete the WORK within **(60)** consecutive calendar days thereafter. The date of completion of all WORK is therefore_____.

City of Independence, KS

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

_____

this the _____ day

of _____, 2026

_____

By_____

Title_____

## PERFORMANCE BOND 00610

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held, and firmly bound unto CITY OF IDEPENDENCE, KANSAS hereinafter called OWNER, in the penal sum of

_____dollars ($_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain contract with the OWNER, dated the _____ day of _____ ,2026, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.
PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four **(4)** counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2026.

ATTEST:

_____ By_____(s)
(Seal) (Principle)

_____
(Witness as to Principal)

_____
(Address)

_____
(Surety)

ATTEST:

_____ (Surety) Secretary
(SEAL)

_____ By_____(Witness to Surety)
(Attorney-In-Fact)

_____
(Address)

_____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

## STATUTORY PAYMENT BOND 00612

(For Use in Kansas - Secs. 60-1412 to 1414, and 19-214, 19-1511, 19-1538, Gen. Sts. Kansas.)

KNOW ALL MEN BY THESE PRESENTS: That we _____ of _____, as Principal, and _____ a corporation organized and existing under the laws of the State of _____ as Surety, are hereby held and firmly bound unto the STATE OF KANSAS in the sum of _____ DOLLARS ($_____) lawful money of the United States of America, for the use and benefit of all persons entitled thereto, for the payment of which well and truly to be made, we hereby bind ourselves, our successors, heirs, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, the said has entered into a written contract with the CITY OF INDEPENDENCE, KANSAS dated _____ for the **Storage Tank for Secondary Containment. Independenc Kansas.** according to the contract and specifications attached hereto and made a part hereof.

NOW THEREFORE, if the said _____ Contractor, or the subcontractors of said Contractor shall pay all indebtedness incurred for supplies, materials, or labor furnished, used or consumed in connection with or in or about the construction of said building or in making such improvements, including gasoline, lubricating oils, fuel oils, greases, coal, and similar items used or consumed directly in furtherance of such improvement, then this obligation to be null and void; otherwise to remain in full force and effect.

The said surety for value received, hereby agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations or this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to said contract, work, or specifications.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered this.

_____ day of _____, 2026.

| | |
|---|---|
| _____ | _____ |
| Surety | Principal |
| _____ | _____ |
| By | By |
| _____ | _____ |
| Title | Title |

## PROCESS AGENTS FOR NON-RESIDENT CONTRACTORS 00613

The provisions of Sections 16-113 and 16-114 of Kansas Statutes G.S. 1949 shall apply to this contract. These sections are as follows:

1. Section 16-113.

That whenever the State of Kansas, through any of its authorized board or officers, or any county, township, city, school district, or other municipal or quasi-municipal subdivision of said state shall enter into a contract with any person, partnership, firm, association, or corporation for the construction of any building, sidewalk, paving, bridge, sewer, embankment, or any other public improvement to be paid for out of public funds, it shall be the duty of such person, firm, partnership, association, or corporation if a non-resident of the county where the work is being done to appoint in writing, which appointment must be filed with the clerk of the district court, some person resident in the county where such work is to be constructed on whom service may be had, in any civil action which may arise out of such contractual relation wherein the state, county, township, city, school district, or other municipal subdivision or quasi-municipal subdivision of the state may be a plaintiff. And it shall be unlawful for any person, partnership, firm, association, or corporation to draw from any public treasury any monies pursuant to any such contract until the appointment of an agent to accept service and to make entry of appearance as aforesaid has been executed and filed with the clerk of the district court of such county.

2. Section 16-114.

Any person or corporation which shall violate any of the provisions of this act shall be guilty of a misdemeanor and upon conviction shall be fined in any sum not more than one thousand dollars ($1,000.00).

APPOINTMENT OF PROCESS AGENT*

_____, as Contractor, having entered into written agreement, dated _____2026, for construction of certain public work described as

**Airport Fuel Trailer Storage and Containment. Independence Kansas.**

Owner, does hereby appoint_____, whose address is

_____, County, Kansas, as process agent, in compliance with the requisites of Section 16-113, General Statutes of Kansas, 1949.

Duly executed this _____ day of _____, 2026.

CONTRACTOR: _____

ADDRESS: _____

_____

BY: _____

TITLE: _____

*NOTE: Any Contractor awarded the foregoing contract, whose residence or whole principal place of business is outside the County in which the work is located, shall execute this document in four **(4)** copies, all considered originals. Contractor shall file one **(1)** copy with the Clerk of the District Court of the County in which the work is to be performed. One shall be sent to the Owner, the Contractor shall retain one, and one shall be sent to the process agent.

1. Definitions
2. Additional Instructions & Detail Drawings
3. Schedules, Reports & Records
4. Drawings & Specifications
5. Shop Drawings
6. Materials, Services & Facilities
7. Inspection & Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion & Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination & Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land & Rights-of-Way
29. Guaranty
30. Taxes

## 1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.3 BID: The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER: Any person, firm, or corporation submitting a BID for the WORK.

1.5 BONDS: Bid, Performance, and Payments Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER: A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT DOCUMENTS: The Contract, including Advertisement For Bids, Information For Bidders, BID, Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS and ADDENDA.

1.8 CONTRACT PRICE: The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME: The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR: The person, firm, or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS: The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the Engineer.

1.12 ENGINEER: The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.

1.13 FIELD ORDER: A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD: The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 NOTICE TO PROCEED: Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 OWNER: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.

1.17 PROJECT: The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the ENGINEER who is assigned to the PROJECT site or any part thereof by the Owner.

1.19 SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER, or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS: A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction system standards and workmanship.

1.21 SUBCONTRACTOR: An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION: That date as certified by the ENGINEER when the construction of the PROJECT is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT can be utilized for the purposes for which it is intended. At the date of substantial completion, all waivers and Releases of Lien and Contractor's Certificates have been delivered to the OWNER as required by the Supplementary Conditions, and all facilities shall have been placed in the start-up phase for the purpose of testing equipment to assure compliance with the DRAWINGS and SPECIFICATIONS.

1.23 SUPPLEMENTAL GENERAL CONDITIONS: Modifications to General Conditions required a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER: Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK: All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE: Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

## 2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

## 3. SCHEDULES, REPORTS, AND RECORDS:

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part, and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payment that he anticipates he will earn during the course of the WORK. The monthly schedule of estimated payments shall be submitted within 30 days after initiation of construction, shall apply equally to subcontractors, and shall be updated any time there is a variation of more than 10 percent.

3.4 Expressed or implied approval of the schedules required by Paragraphs 3.1 through 3.3 does not relieve the Contractor from the responsibility for errors and omissions in the schedule, nor from responsibility for complying with the requirements of this contract.

## 4. DRAWINGS AND SPECIFICATIONS:

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR's risk.

4.4 Any item provided on any DRAWING is required to be installed at the appropriate place by the CONTRACTOR. An omission on one or more DRAWINGS of a particular detail or item shall not be interpreted as a deletion of that item. For reasons of clarity, not all items are shown on all DRAWINGS. (i.e., structural drawings may not show electrical or mechanical details, etc.). The CONTRACTOR shall assume overall responsibility for reviewing and being thoroughly familiar with all items shown on any and all DRAWINGS, and coordinating the efforts of various personnel and subcontractors (including dissemination of all required drawings to appropriate subcontractors, etc.) to insure proper placement of all items.

## 5. SHOP DRAWINGS:

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ARCHITECT's approval of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER/ARCHITECT's review, SHOP DRAWINGS shall bear the CONTRACTOR's certification that he has reviewed, checked, and approved the SHOP DRAWINGS, and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

5.4 All required submittals of SHOP DRAWINGS and manufacturer's literature and manufacturer's certifications shall commence to be delivered to the ENGINEER upon receipt by the CONTRACTOR of the Notice to Proceed and all submittals shall have been delivered to the ENGINEER within thirty (30) calendar days from the date of the Notice to Proceed. Within ten (10) calendar days of receipt by the ENGINEER, ENGINEER shall review and return to the CONTRACTOR corrected or approved submittal. Three (3) copies of the submittal shall be retained by the ENGINEER.

5.5 All submittals which are not approved or corrected by the ENGINEER shall be resubmitted by the CONTRACTOR within sixty (60) days from receipt by the CONTRACTOR of the corrected or rejected submittal.

5.6 Within thirty (30) days from receipt by the CONTRACTOR of approved submittal, six (6) copies of the manufacturer's literature and six (6) copies of a complete and detailed operation and maintenance manual, as written by the manufacturer, and covering all equipment components, shall be delivered to the ENGINEER.

5.7 Non-compliance by the CONTRACTOR of submittal requirements and/or time periods stated in paragraphs 5.4, 5.5, and 5.6 may result in immediate suspension of payments to the CONTRACTOR until such requirements are complied with.

5.8 The ENGINEER, RESIDENT PROJECT REPRESENTATIVE, or the OWNER shall assume no responsibility for checking schedules or layout drawings for exact size, exact number, or quantity, positioning of items, or compatibility of adjacent and comparison items. Sole responsibility shall rest with the CONTRACTOR.

## 6. MATERIALS, SERVICES, AND FACILITIES:

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the Seller.

6.6 The CONTRACTOR warrants to the OWNER and the ENGINEER that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all WORK, including materials and equipment will be of good quality, free from faults and defects and in conformance with the CONTRACT DOCUMENTS. All WORK not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

## 7. INSPECTION AND TESTING:

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing, or approval.

7.5 Inspections, tests, or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will, at all times, have access to the WORK. In addition, authorized representatives of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR's expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER/ARCHITECT's request, will uncover, expose, or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate CHANGE ORDER shall be issued.

## 8. SUBSTITUTIONS:

8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality, and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of

equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

**9. PATENTS:**

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process, or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

**10. SURVEYS, PERMITS, REGULATIONS:**

10.1 The OWNER shall furnish all boundary surveys, and a series of bench marks. The CONTRACTOR shall establish all base lines for locating the components and elements of the WORK. Upon establishing all base lines, but prior to proceeding with construction utilizing the baselines, the CONTRACTOR shall give notice of same to the RESIDENT PROJECT REPRESENTATIVE. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations, and other working points, lines, elevations, and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points, and stakes, and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL CONDITIONS. Permits, licenses, and easements for permanent structures, or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

**11. PROTECTION OF WORK, PROPERTY, AND PERSONS:**

11.1 The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify Owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury, or loss to any property caused, directly, or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the

OWNER or the ENGINEER/ ARCHITECT or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury, or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be requested to cover the changes and deviations involved.

11.4 Visits to the construction site and observations made by the ENGINEER or RESIDENT PROJECT REPRESENTATIVE shall not relieve the CONTRACTOR of his obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the CONTRACT DOCUMENTS and shall not relieve the construction CONTRACTOR of his full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract and for all safety precautions incidental thereto.

**12. SUPERVISION BY CONTRACTOR:**

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

**13. CHANGES IN THE WORK:**

13.1 The OWNER may, at any time as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER also may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter, the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. Unless there exists a previously approved method of pricing the CHANGE ORDER (i.e., unit prices, etc.), said documentation shall include a complete and detailed breakdown of all direct and indirect costs including estimates of manhours and labor costs, materials, supplies, and equipment costs, as evidenced by written statements from suppliers and subcontractors, and other services necessary to complete the work. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

13.3 Acceptance of a CHANGE ORDER by the CONTRACTOR shall preclude any claims by the CONTRACTOR at a later date for additional compensation for "unforeseen" costs related to the CHANGE ORDER. A CONTRACT PRICE change set forth in an approved CHANGE ORDER shall represent all present and future costs directly and/or indirectly related to the performance of the change. The following language shall be included in all CHANGE ORDERS.

"This change order constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this CHANGE ORDER, the CONTRACTOR agrees that the CHANGE ORDER represents an equitable adjustment to the contract, and further agrees to waive all rights to file a claim arising out of or as a result of this change."

## 14. CHANGES IN CONTRACT PRICE:

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

(a) Unit prices previously approved.
(b) An agreed lump sum.
(c) The actual direct cost of labor, materials, supplies, equipment, and other services necessary to complete with WORK. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual direct cost of the WORK to cover the cost of all field office and home office overhead and profit.

## 15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed by and between the CONTRACTOR and the OWNER that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.3.1 In addition to paying liquidated damages to the OWNER, the CONTRACTOR shall reimburse suppliers, manufacturers, and other contractors and subcontractors damages suffered by reason of delays attributable to failure by the CONTRACTOR to complete the PROJECT, or a specified portion of the PROJECT within the CONTRACT TIME.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority, or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in Paragraphs 15.4.1 and 15.4.2 of this article.

15.5 Under no circumstances shall the CONTRACTOR be paid for damages due to unforeseeable delays described in Subparagraphs 15.4.2 and 15.4.3. Neither the OWNER nor the ENGINEER shall be held responsible for any delays to the progress of the CONTRACTOR's work, resulting from the causes listed in Subparagraphs 15.4.2 and 15.4.3, including DIFFERING SITE CONDITIONS. The only remedy to the CONTRACTOR for legitimate unforeseeable project delays, as determined by the OWNER shall be the granting of an extension of the CONTRACT TIME by the OWNER as set forth in Paragraph 13.2.

**16. CORRECTION OF WORK:**

16.1 The CONTRACTOR shall promptly remove from the premises all work rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR's expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) consecutive calendar days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

16.3 The CONTRACTOR shall be held totally responsible for insuring that the completed project is free from all defects due to faulty materials, equipment, and workmanship for a period of one (1) year from the date of FINAL ACCEPTANCE of the entire project. If the CONTRACTOR fails, for any reason, to promptly repair or replace any faulty component of the project, the OWNER may cause the necessary work to be done and either deduct the total cost thereof from the CONTRACTOR's retainage, or draw directly upon the CONTRACTOR's Irrevocable Letter of Credit. If the cost incurred by the OWNER exceeds the amount retained, or the amount set forth in the CONTRACTOR's Irrevocable Letter of Credit, the CONTRACTOR shall pay the difference to the OWNER.

**17. SUBSURFACE CONDITIONS:**

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS: or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

**18. SUSPENSION OF WORK, TERMINATION AND DELAY:**

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an extension of the CONTRACT TIME if directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the WORK, or if he disregards authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a

minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construc- tion equipment, and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the WORK IS FINISHED. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR's services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days WRITTEN NOTICE to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME, or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

If the suspension, delay, or interruption is the result of unforeseeable causes beyond the control and without the fault or negligence of the OWNER or ENGINEER, including but not restricted to, acts of God, or of the public enemy, acts of another CONTRACTOR, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, abnormal and unforeseeable weather, and differing site conditions, the CONTRACTOR shall be entitled only to an extension of CONTRACT TIME and not CONTRACT PRICE.

## 19. PAYMENTS TO CONTRACTOR:

19.1 At least ten (10) days before each progress payment falls due (but not more than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such support- ing data, satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. Each partial payment estimate shall include the following certification and declaration by the CONTRACTOR, set forth in Subparagraphs 19.1.1 and 19.1.2.

19.1.1 The undersigned CONTRACTOR certifies that to the best of his knowledge, information, and belief, the WORK covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for WORK for which previous Certificates for Payment were issued and payments received from the OWNER, and that current payment shown herein is now due.

19.1.2 I hereby declare that I have not, during the period covered by this Application, performed any work, furnished any material, sustained any loss, damage, or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from the OWNER or its agents, and the OWNER's ENGINEER or its agents, in addition to the regular items set forth in the Contract as dated above executed between myself and the OWNER, and in the CHANGE ORDERS for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There is/is not an itemized statement attached. (STRIKE ONE)

19.2 The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate after which time the ENGINEER will have an additional ten (10) days to review. The OWNER will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate.

19.2.1 The CONTRACTOR shall submit progress payment requests monthly.

19.2.2 The OWNER shall retain ten percent (10%) of the amount of each payment for the project until the work has been satisfactorily completed. After ninety percent (90%) of the work has been completed, the OWNER may, if he finds that satisfactory progress is being made, reduce the retainage to five percent (5%) of all payments claimed.

19.2.3 At the time of SUBSTANTIAL COMPLETION of the project, the retainage shall be reduced to one percent (1%).

19.3 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.4 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.5 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.6 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the appropriate payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS.

19.7 The CONTRACTOR will indemnify and save the OWNER or the OWNER's agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER's request, and at any time during the course of the PROJECT, furnish satisfactory evidence that all obligations of the nature designated above, have been paid,

discharged, or waived. If the CONTRACTOR fails to do so, the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.8 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addi- tion to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR. The legal rate of interest shall be as specified in VAMS 408.020.

**20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE**:

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance Bond and Payment Bonds.

**21. INSURANCE:**

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR's execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under worker's Compensation, disability benefit, and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

21.3.1 Unless otherwise deemed acceptable by the OWNER, the CONTRACTOR's General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property

arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than $1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than $2,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than $1,000,000 for all property damage sustained by any one person in any one accident and a limit of liability of not less than $2,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof, for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR's surety from obligations under the CONTRACT DOCUMENTS to fully complete the project.

21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Worker's Compensation Insurance, including occupational disease provisions for all of his employees at the site of the PROJECT and in case any work on sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Worker's Compensation Insurance including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Worker's Compensation statute, the CONTRACTOR shall provide and shall cause each SUBCONTRACTOR to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure "All Risk" type Builder's Risk Insurance for WORK to be performed. The amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

**22. CONTRACT SECURITY:**

22.1 The CONTRACTOR shall, within ten (14) days after the receipt of the NOTICE OF AWARD, furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If, at any time, a surety of any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, the CONTRACTOR shall, within ten (14) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

**23. ASSIGNMENTS:**

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

**24. INDEMNIFICATION:**

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR and SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under Worker's Compensation acts, disability benefit acts, or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees, arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.

**25. SEPARATE CONTRACTS:**

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR's WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional work by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 15.

**26. SUBCONTRACTING:**

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s) in excess of fifty percent (50%) of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS

insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

**27. ENGINEER'S AUTHORITY:**

27.1 The ENGINEER shall act as the OWNER's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER will not assume responsibility for the construction means, control, techniques, sequences, procedures, or construction safety. Notwithstanding any reference to any rule, regula- tion or guideline, the required and/or implied duty of the ENGINEER to conduct construction review of the CONTRACTOR's performance does not, and is not intended to, result in the assumption of any responsibility by the ENGINEER for review of the adequacy of the CONTRACTOR's safety measures in, on, or near the construction site.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

**28. LAND AND RIGHTS-OF-WAY:**

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the land owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER, any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

**29. GUARANTY:**

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of FINAL ACCEPTANCE of the entire project by the OWNER. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of FINAL ACCEPTANCE of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. This obligation shall survive termination of the Contract. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to promptly make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER, after notification to the CONTRACTOR, may do so and charge the CONTRACTOR the cost thereby incurred, including but not limited to costs of labor, materials, supplies, and equipment incurred by the OWNER. The Performance Bond shall remain in full force and effect through the guarantee period.

**30. TAXES:**

30.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the law of the place where the work is performed.

## SUPPLEMENTAL GENERAL CONDITIONS 00800

### 1.1 RECORD DRAWINGS

The CONTRACTOR shall deliver to the OWNER a complete set of Contract Drawings neatly recorded with all changes made during construction. These Drawings shall be labeled "Record Drawings" with the date of the submittal and the CONTRACTOR's name and signature clearly indicated. These "Record Drawings" shall be submitted following final acceptance of the Project and prior to the final payment.

**CHANGE ORDER NO. 1**

Engineer's Project No._____

Project: **Airport Fuel Trailer Storage and Containment.**
**Independenc Kansas.**

Contractor _____ Contract Date _____

Contract For _____

Nature of the Change:

| Item No. | Description | Unit Price | Quantity | Total |
|---|---|---|---|---|

# CONTRACTOR'S QUALIFICATIONS

Name of Firm and address with zip code

Date Area Code and Telephone Corporation ( ) Partnership ( ) Individual ( )

CONSTRUCTION CAPABILITIES: General ( ) Electrical ( ) Plumbing ( )
Mechanical ( ) Other ( )

==========

FOR CORPORATION ONLY

Date of Incorporation Name of State(s) in which incorporated

If not incorporated in Kansas give Certificate of Authority to do business in Kansas

Certificate No. and Date

President's Name

Vice-President's Name

Secretary's Name

Treasurer's Name

==========

FOR PARTNERSHIP ONLY

Is the partnership: General ( ) Limited ( ) Association ( )

Date of Organization:

1.
Name and Address of all parties with zip codes

2.

3.

Use Additional Sheet if necessary.

==========

GENERAL INFORMATION

Percent (%) of work done by

No. of permanent employees

Geographical limits of operation.

No. of years in business

If you have done business under different name, please give. name and location

Has firm ever failed to complete project or defaulted on a contract? If so, state where and why.

Has firm ever been engaged in litigation or arbitration over any contract? If so list projects and explain

CONTRACTOR'S QUALIFICATIONS, CONTINUED

LIST OF COMPLETED SIMILAR PROJECTS WITHIN PAST FOUR YEARS, INCLUDING COST OF EACH:

LIST OF ALL COMPLETED PROJECTS WITHIN 100 MILES OF THIS PROJECT, WITH A CONTRACT VALUE OVER $500,000:

LIST ALL CURRENT CONTRACTS, AMOUNT, DATE SIGNED, DATE TO BE COMPLETED, PERCENT COMPLETE.

NOTE: LIST A CONTACT PERSON WITH ADDRESS AND TELEPHONE NUMBER FOR EACH PROJECT.

**SUMMARY OF WORK----------01010**

## 1. GENERAL

1.1 The work consists of furnishing all labor, materials, equipment, testing, tools, and supervision to complete the Storage Tank for Secondary Containment as shown on the plans.

1.2 The work consists of partially buried steel tank,excavation, concrete, metal, as described on the plans.

## 2. LOCATION

2.1 In the City of Independence, Kansas.

## 3. ACCESS

3.1 Access by the Contractor and/or his employees to the site(s) is available via public roads. The Contractor will be responsible for determining the need for temporary access to private property and making arrangements with property owners for temporary access.

## 4. PERMITS

4.1 The Contractor shall secure all necessary permits from respective authorities.

**Field Welded, Partially Buried Steel Tank----------11412**

**1. GENERAL**

1.1 Maintain right-of-way and site free from accumulations of waste, debris, and rubbish caused by operations, and take every precaution against injuries to persons or damage to property.

1.2 At completion of work, remove waste materials, tools, equipment, machinery, and surplus materials, and clean all sight-exposed surfaces. Leave project clean and ready for use.

1.3 Requirements of Regulatory Agencies: Conduct cleaning and disposal operations in accordance with all applicable local and state laws, ordinances, and code requirements.

**2. Buried Steel Tank**

## 1. SCOPE

1.1 This specification covers the supply of field erected atmospheric and low pressure process and storage tanks. Tank supplier to be Tank Connection, ATEC Steel or approved equal.

## 2. OPERATING CONDITIONS

The subject equipment shall be operated in accordance with the conditions outlined attached preliminary drawing(s) – if any are listed.

2.1. ATEC Erection Drawings.

2.2. TranSystems/GFT Airport Refueling Facility for general requirements.

## 3. DETAILED REQUIREMENTS OF EQUIPMENT

3.1. Standards and Codes Applicable

| | |
|---|---|
| ASME | American Society of Mechanical Engineers |
| NEC | National Electrical Code |
| NEMA | National Electrical Manufacturers Association |
| ANSI | American National Standards Institute |

3.1.1. All applicable codes in effect as of the date of purchase and any subsections thereof, as applicable, shall govern design, fabrication, inspection, testing, and selection of equipment and materials supplied. These include, but are not limited to, the following:

| | |
|---|---|
| ASTM | American Institute for Testing and Materials |
| AISC | American Institute of Steel Construction |
| AWS | American Welding Society, D1.1-Rev. 1/76 |
| API | American Petroleum Institute Standard 650 (as applicable) |
| API | American Petroleum Institute Standard 620 (as applicable) |
| OSHA | Occupational Safety and Health Standards |

3.1.2. All pertinent regulations of OSHA (Occupational Safety and Health Administration) shall be complied with.

3.1.3. Local, state, and federal regulations in effect as of date of purchase shall be complied with.

3.1.4. Vendor shall warrant that all materials, equipment, and things furnished by Vendor in connection with this

specification and that Purchaser's use in accordance with Vendor's operating instructions shall comply with all such applicable laws, rules, regulations, and codes.

3.2. General

3.2.1. The tank fabricator shall have full responsibility of tank's design and fabrication.

3.2.2. The Owner relies entirely on the builder of the tanks for their safe design and construction. Any approvals required by the Owner shall be limited to approvals of configuration, dimensions, and finish and shall not affect the builder's responsibility to construct a structurally safe tank.

3.2.3. All shell nozzles shall have reinforcing as required per API 620. Reinforcing pad materials, if required, shall be of the same material as the shell.

3.2.4. Slip-on flanges on tanks shall be installed so that the face of the flange projects over the end of the pipe a distance of equal to the pipe thickness plus 1/8-inch minimum. Minimum nozzle projection shall be 6 inches.

3.2.5. Nozzle size and location will be determined after the purchase order is issued. Any attached data sheet(s) and/or drawings shall give the approximate number and size of nozzles presently anticipated. The Vendor shall include, in his base price, all nozzles shown.

3.2.6. Nozzles supporting mechanical equipment shall be suitably reinforced.

3.2.7. Tank components and loose parts shall be tagged by the tank equipment number as specified on the sketches.

3.2.8. The fabricator shall submit shop drawings to the Owner's Engineer for approval before commencing work.

3.2.9. See attached tank sketches for dimension and other pertinent information.

3.3. Materials

3.3.1. For carbon steel tanks, plates shall be free of heavy rust and mill scale and white conforming to ASTM A36. Any deviation

from this paragraph will be stated on attached tank sketches.

3.3.2. For carbon steel tanks bolts and nuts shall conform to ASTM A-307. Bolts shall be Grade B with regular hexagon heads; nuts shall be the hexagon heavy series.

3.3.3. Carbon steel piping shall conform to ASTM A-53 B, and couplings to ASTM A-105. All pipe nozzles flanges shall be 150 pound, forged steel, slip-on type, conforming to ASTM A181, Grade 1. Manway flanges and covers shall be drilled to 150-pound standard dimensions. Any manway covers on the top shall be hinged and capable of sealing. Any manway covers on the side shall have a davit installed with the tank.

3.3.4. Chemical analysis of the material as supplied by the steel manufacture shall be available upon request.

3.3.5. Ladders, cages, crosswalks and handrails shall be Galvanized or Epoxy painted CS construction. Fabrication shall be in accordance with and must meet OSHA Standards.

3.4. Design

3.4.1. Stress Values

a. Design strength of carbon steel materials shall be in accordance with AISC 360-05.

The outstanding leg of the shell top angle shall extend outside the tank and shall include a drip ring if the tank is insulated. Support rings should be included as required.

3.4.2. The Supplier shall design all tank anchorage requirements for the maximum calculated loading including wind and seismic loads per the applicable codes. Anchor bolts shall have a minimum size of 3/4inch in diameter. Anchor bold design stress shall be within the limits permitted by the latest edition of the American Institute of Steel Construction (AISC 360-05).

3.4.3. Tanks which are subjected to a vacuum shall be noted by a negative psig or inches of water vacuum design pressure on the appropriate Tank Specification Sheet or Tank Sketch. These tanks shall have adequate wall thickness and or

external ring reinforcements to resist tank wall collapse.

3.5. Tolerance

3.5.1. The tolerances apply for empty tanks in normal position.

3.5.2. All appurtenances shall be located in elevation from a common base or datum line.

3.5.3. The difference between the maximum and minimum inside diameter or a tank shall not exceed 1/2percent of the nominal diameter or 1 1/2inches (whichever is less).

3.5.4. The difference in height or length of a tank shall not exceed ± ¼ percent of the specified dimension or ± 1 1/2inches (whichever is less).

3.5.5. Anchor bolt hole locations shall not exceed ± 1/4.

3.5.6. Tank nozzle and accessories location shall not exceed ± 1/4 inch.

3.6. Tank Appurtenances Assembly

3.6.1. Plates, gaskets, and fasteners shall be included. Manhole cover davits or hinges shall be included.

3.6.2. Carbon steel pipe nozzle wall thickness shall no be less than standard weight pipe. All nozzles 2-inch IPS and smaller shall be Schedule 80 pipe.

3.6.3. Tank ladders and caged ladders shall be supplied loose and shall be installed in the field. Grounding lugs where applicable shall be indicated as required.

3.7. Surface Preparation

3.7.1. Heavy weld splatter shall be removed by grinding and any deep scars, pits, or points shall be filled in or ground out as required to remove sharp edges.

3.7.2. Tanks shall be clean and reasonably free of oil, grease, loose scale, and rust.

3.8. Paint and Insulation

3.8.1. Field erected tanks shall not be painted or insulated under this specification.

3.8.2. Ladders, cages, and stairways shall be Epoxy Painted or Galvanized after fabrication.

3.9. Additional Design Standards

3.9.1. Shell and hopper product pressures are calculated using the technical paper “Effect of Solid Flow Properties and Hopper Configuration of Silo Loads,” by Jenike, A.W., Jenike and Johanson, Inc. The analysis uses the Janssen formula for defining pressures and loads imposed by funnel or mass flow. Radial tension in the shell, from the above mentioned product loads, are from the “Design of Steel Bins for Storage of Bulk Solids,” Gaylord and Gaylord, Section 8.2. Loadings in the hopper, from the above mentioned product loads, are from the “Design of Steel Bins and Storage of Bulk Solids,” Gaylord and Gaylord, Sections 5-12, 8-6.

3.9.2. Shell compressive strength design is based on the critical buckling formula for a long cylinder from the book Structural Analysis of Shells by Baker, Kovalesvsky & Rish, pg. 230. The shell material’s critical buckling stress is not allowed to exceed its yield strength.

3.9.3. Shell unit forces from day product pressure is based on the principles of API 620.

3.9.4. The hopper to sidewall connection design is based on the principles of API 620.

3.9.5. Deck sheet design unit forces under internal pressure are based on the principles of API 620. The deck to sidewall connection under internal pressure is based on API 620.

3.9.6. Shell design under vacuum is based on the critical buckling formula from the book “Structural Analysis of Shells” by Baker, Kovalevsky & Rish.

## 4. ALTERNATES

4.1. Vendor shall provide optional pricing to paint all exterior Steel surfaces with vendor’s standard Epoxy.

## 5. EQUIPMENT, MATERIALS, AND SERVICES BY VENDOR

5.1. The Vendor shall supply, unload, and field erect, the tank or tanks as described in the attached drawing(s).

5.2. Covers, blind flanges, and gaskets for nozzles as designated on the datasheet.

5.3. Tank Vendor shall provide gasoline (or diesel) powered welding machines and air compressors. Owner shall provide 110 volt source for erector's use. The use of 110 volt power by Tank Vendor shall be limited to lighting, small electric hand tools, and ventilation equipment.

## 6. EQUIPMENT, MATERIALS, AND SERVICES BY OTHERS

6.1. Foundation and anchor bolts.

6.2. Insulation required shall be supplied by others except as noted.

## 7. INFORMATION BY BIDDER

7.1. Bidder shall list by item the tank name, weights, and cost.

7.2. Vendor shall list metal thickness quoted for walls, bottom, and top of each tank.

## 8. PERFORMANCE GUARANTEE

A warranty as to workmanship, material, and satisfactory mechanical functioning for a period of 12 months after the equipment is placed in service is be furnished in writing with quotation.

## 9. SPECIAL COMPLIANCES

Not Applicable.

## 10. QUESTIONS BY BIDDERS

Questions of an engineering or technical nature should be directed to:

Questions of a commercial nature should be directed to:

## 11. ATTACHMENTS

11.1. The following Data Sheet(s) and/or Drawing(s) are included:

**END OF SPECIFICATION**

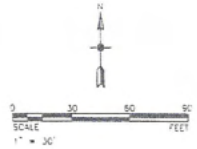
# STORAGE TANK FOR SECONDARY CONTAINMENT

# AIRPORT REFUELING FACILITY

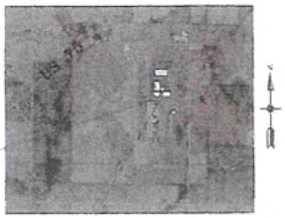
# INDEPENDENCE, KANSAS

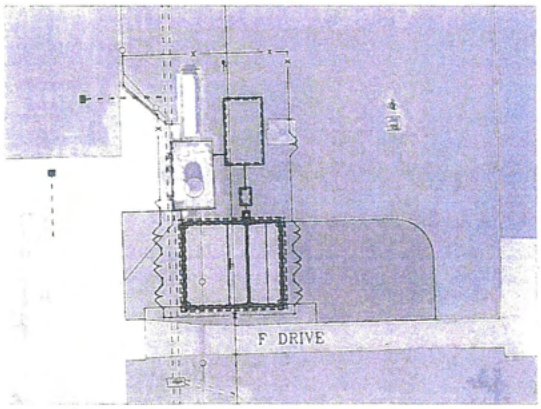
INDEX OF SHEETS


| | |
|---|---|
| 1 | COVER SHEET |
| 2 | GENERAL NOTES, SITE CONTROL & QAUNTITIES |
| 3 | OVERAL SITE PLAN |
| 4 | SITE DEMOLITION S EROSION CONTROL |
| 5 | PLAN SHEET |
| 6 | ELEVATION A-A |
| 7 | ELEVATION B-B |
| 8 | ELEVATION C-C |
| 9 | ELEVATION D-D |
| 10 | CANOPY FOUNDATION DETAILS |
| 11 | SAFETY FENCE PLAN |
| 12 | SAFETY FENCE DETAILS |
| 13 | ELECTRICAL PLAN |
| 14 | STRUCURAL DETAILS |

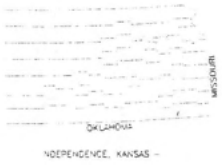

INDEPENDENCE AIRPORT




LEGEND

| | |
|---|---|
| PROPOSED PAVEMENT | |
| PROPOSED GRAVEL SURFACING | |
| PROPOSED CONTOUR ELEVATIONS | 800 |
| EXISTING CONTOUR ELEVATIONS | 800 |
| PROPOSED SANITARY SEWER | |
| EXISTING SANITARY SEWER | SS |
| PROPOSED STORM SEWER | |
| % PROPOSED IMPROVEMENTS | 50 |
| EXISTING RIGHT-OF-WAY | R/W |
| PROPOSED WATER | |
| EXISTING WATER LINE | W |
| UTILITY POLE | |
| TELEPHONE RISER | T |
| TELEPHONE LINE | T |
| GAS LINE | NG |
| EXISTING FENCE | |
| TREES | |




TRANSYSTEMS

CONSULTANTS

AIRPORT FUELING FACILITY
INDEPENDENCE, KANSAS

INDEPENDENCE
KANSAS

| REVISIONS | | | |
|---|---|---|---|
| MARK | DESCRIPTION | DATE | |

PROJ NO: P112120005
SCALE: 1"=30'
DATE: 6/16/2008
DESIGNED BY: SD
DRAWN BY: CLH
CHECKED BY: SD1

SHEET TITLE:
COVER SHEET

SHEET NO.
1

## GENERAL NOTES

1. ALL WORK PERFORMED SHALL BE IN ACCORDANCE WITH THE PROJECTS SPECIFICATIONS. MATERIALS AND CONSTRUCTION METHODS TO BE USED FOR PAVEMENT, ASPHALT, BACKFILL, SEEDING AND GENERAL CONCRETE CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR STATE ROAD AND BRIDGE CONSTRUCTION, 2015 EDITION, AS PUBLISHED BY THE KANSAS DEPARTMENT OF TRANSPORTATION, UNLESS OTHERWISE NOTED ON THESE PLANS, OR IN SPECIAL PROVISIONS.

2. EXISTING UTILITIES SHOWN ON THESE PLANS ARE LOCATED ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THE LOCATION, DEPTH AND SIZE OF ALL UTILITIES PRIOR TO EXCAVATION. THE CONTRACTOR IS RESPONSIBLE TO ENSURE PROPER GRADE SEPARATION BETWEEN NEW CONSTRUCTION AND EXISTING UTILITIES. SEE SHEET WHERE ANY PART OF THE IMPROVEMENT IS TO BE LOCATED UNDER EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT SUCH UTILITIES. THE CONTRACTOR SHALL COORDINATE BRACING OF UTILITY POLES WITH THE UTILITY OWNER PRIOR TO EXCAVATION, IF NECESSARY. THE CONTRACTOR SHALL CONFINE OPERATIONS TO WITHIN EASEMENTS AND RIGHT-OF-WAY.

3. THE CONTRACTOR SHALL PROTECT EXISTING RIGHT-OF-WAY AND SURVEY MONUMENTS. ENDANGERMENT REPORTS SHALL BE COMPLETED AND FILED WITH THE HISTORICAL SOCIETY, AT THE CONTRACTORS EXPENSE, FOR ALL MONUMENTS THAT COULD BE DISTURBED. ANY MONUMENTS DISTURBED DURING CONSTRUCTION SHALL BE RESET BY A REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.

4. THE CONTRACTOR SHALL WORK AROUND EXISTING STRUCTURES, PAVEMENTS AND UTILITIES. ANY DAMAGE TO THESE ITEMS BY THE CONTRACTOR SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ADJACENT PROPERTIES FROM THE EFFECTS OF CONSTRUCTION.

5. EXCAVATION SHOWN TO BE WASTED SHALL BE WASTED ON SITES PROVIDED BY THE CONTRACTOR. THESE SITES SHALL BE APPROVED BY THE ENGINEER AS TO SUITABILITY. APPEARANCE AND SITE LOCATION. LOCATIONS THAT, IN THE OPINION OF THE ENGINEER, WILL LEAVE AN UNSIGHTLY APPEARANCE WILL NOT BE APPROVED.

6. DE-WATERING NECESSARY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE SUBSIDIARY TO RELATED ITEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SURFACE DRAINAGE.

7. THE CONTRACTOR SHALL NOTIFY THE AIRPORT MANAGER AT LEAST 1 WEEK PRIOR TO STARTING ON THEIR PROPERTY OR REMOVING FENCES, AND PIPES.

8. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A SCHEDULE OF OPERATIONS AT THE BEGINNING OF EACH WEEK.

9. ALL PAVEMENT REMOVED BY THIS CONSTRUCTION SHALL BE SAW CUT TO NEAT LINES PRIOR TO REMOVAL. ALL SAWCUTS SHALL BE FULL DEPTH AND SUBSIDIARY TO OTHER ITEMS OF THE CONTRACT.

10. WHEN REMOVING EXISTING STRUCTURES AND PIPES, TRENCHES SHALL BE BACKFILLED IN THE SAME MANNER AS BACK FILLING OF NEW STRUCTURES AND PIPES. THIS SHALL BE SUBSIDIARY TO OTHER ITEMS OF THE CONTRACT.

11. THE CONTRACTOR SHALL PROVIDE ADEQUATE TRAFFIC CONTROL IN ACCORDANCE TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST VERSION) THROUGHOUT THE PROJECT.

12. THE CONTRACTOR WORK HOURS SHALL BE LIMITED TO 7 A.M. TO 8 P.M., MONDAY THRU FRIDAY, UNLESS OTHERWISE APPROVED BY THE OWNER.

13. THE TOP 4 INCHES OF ALL EMBANKMENT OUTSIDE OF PAVED AREAS SHALL BE CONSTRUCTED OF MATERIAL THAT WILL SUPPORT VEGETATION AND SHALL BE SUBSIDIARY TO SEEDING. ALL REMAINING EMBANKMENT SHALL BE CONSTRUCTED OF MATERIAL THAT RESULTS IN A STABLE EMBANKMENT.

14. ALL STORM SEWER CONNECTIONS TO EXISTING STRUCTURES SHALL BE SUBSIDIARY TO OTHER ITEMS OF THE CONTRACT AND INCLUDE CLEANING EXISTING STRUCTURE TO NEXT JUNCTION UPSTREAM AND DOWNSTREAM OF CONNECTION.

15. THE CONTRACTOR IS MADE AWARE THAT THEY WILL BE WORKING IN CLOSE PROXIMITY OF EXISTING UTILITIES. ANY CONFLICTS WITH SUCH UTILITIES SHALL BE REPORTED TO THE ENGINEER. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES TO LOCATE ANY EXISTING UTILITIES THAT HAVE NOT BEEN PREVIOUSLY LOCATED. THE CONTRACTOR SHALL COORDINATE THE CONSTRUCTION OF THIS PROJECT WITH THE RELOCATION OF ANY EXISTING UTILITIES BY THE UTILITY COMPANIES.

16. THE CONTRACTOR SHALL UNDERSTAND THAT UTILITY COMPANIES MAY BE RELOCATING THEIR FACILITIES AT THE SAME TIME THIS PROJECT IS UNDER CONSTRUCTION, OR THAT UTILITIES MAY HAVE ALREADY BEEN RELOCATED TO NEW LOCATIONS AND THAT ADDITIONAL COORDINATION WITH UTILITY COMPANIES MAY BE REQUIRED. THE CONTRACTOR SHALL BE REQUIRED TO WORK AROUND EXISTING UTILITIES WITHIN THE RIGHT-OF-WAY.

17. EXISTING ROADWAY MATERIALS, PIPES AND MISCELLANEOUS HARDWARE THAT IS REMOVED, SHALL BECOME THE PROPERTY OF THE CONTRACTOR.

18. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ADJACENT DRIVEWAYS & PROPERTIES THROUGHOUT CONSTRUCTION.

19. THE CONTRACTOR SHALL CONDUCT ALL WORK IN ACCORDANCE WITH FAA REGULATIONS AND ALL OTHER APPLICABLE FEDERAL, STATE AND LOCAL CODES.

## ALIGNMENT DATA

Point 9 N 1,502,427.61 E 2,106,878.84 Sta 9+50.00

Course from 9 to 12 N 1° 30' 38.93" W Dist 300.00

Point 12 N 1,502,777.49 E 2,106,869.61 Sta 12+50.00

## PROJECT CONTROL

| CONTROL | SHEET | DESCRIPTION | |
|---|---|---|---|
| CP 103 | 3 | SET 1/2" IRON BAR W/CONTROL POINT CAP | |
| | | 1. NORTHEAST TO SOUTHWEST CORNER OF CONCRETE DROP INLET | 29.61 |
| | | 2. EAST NORTHEAST TO CENTER OF LIGHT POLE | 13.58 |
| | | 3. EAST SOUTHEAST TO CENTER OF SIGN POST | 26.62 |
| | | 4. WEST TO EDGE OF CONCRETE APRON | 5.00 |
| | | 5. N 1502441.49 E 2106827.67 EL. 815.52 | |
| CP 104 | 3 | SET 1/2" IRON BAR W/CONTROL POINT CAP | |
| | | 1. NORTH TO SOUTH EDGE OF PARKING LOT | 10.00 |
| | | 2. WEST TO EAST EDGE OF SERVICE ROAD | 10.00 |
| | | 3. N 1502768.81 E 2107044.34 EL. 814.20 | |
| CP 105 | 3 | SET 1/2" IRON BAR W/CONTROL POINT CAP | |
| | | 1. SOUTHWEST TO EAST END OF RCP | 20.13 |
| | | 2. WEST SOUTHWEST TO WEST END OF RCP | 35.74 |
| | | 3. NORTH TO SOUTH EDGE OF F DRIVE | 7.50 |
| | | 4. N 1502475.27 E 2107068.18 EL. 815.40 | |

## PROJECT SURVEY CONTROL & DATUM BENCHMARK

HORIZONTAL – KANSAS STATE PLANE COORDINATES
(SPCS KS-South- CM=70 99988886)

VERTICAL – PRIMARY AIRPORT CONTROL STATION. METAL ROD IN GREASED SLEEVE, ENCLOSED IN A PVC PIPE, SURROUNDED BY CONCRETE COLLAR FLUSH WITH GROUND.
STAMPING: IDP A 2001
LOCATION: INDEPENDENCE MUNICIPAL AIRPORT
N 1,502,392.42
E 2,105,127.44
NAVD88 – Elev = 820.90

## UTILITY INFORMATION

City of Independence
John Garris
120 N. 6th St.
Independence, KS 67301
620-332-2500
Water / Sanitary Sewer

Evergy
Lori Johnson
1101 E. Main St
Independence, KS 67301
620-332-2603
Electrical

Atmos Energy
Eddie Rodgers
1509 W Maple
Independence, KS 67301
620-331-1547
Gas

AT&T
Ron Maher
207 W. Carr Ave.
El Dorado, KS 67042
620-223-9942
Telephone, Fiber Optic

Cable One
Randy Kennedy
2600 Davis Blvd
Joplin, MO 64804
806-590-3283
Telephone, Fiber Optic

UTILITY NOTES:

Visual indications of utilities are as shown. Underground locations shown, as furnished by their lessors, are approximate and should be verified in the field at the time of construction. For actual field locations of underground utilities, call 1-800-344-7233, verification of utilities is the Contractor's responsibility.

The Contractors shall be responsible for contacting all Utility Companies, even if remotely involved with the project, for field location of all underground utility lines prior to any excavation.

IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING

TRANSYSTEMS
115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE 620-331-3999
FAX 620-440-3048

CONSULTANTS:

AIRPORT FUELING FACILITY
INDEPENDENCE, KANSAS

CITY OF INDEPENDENCE KANSAS

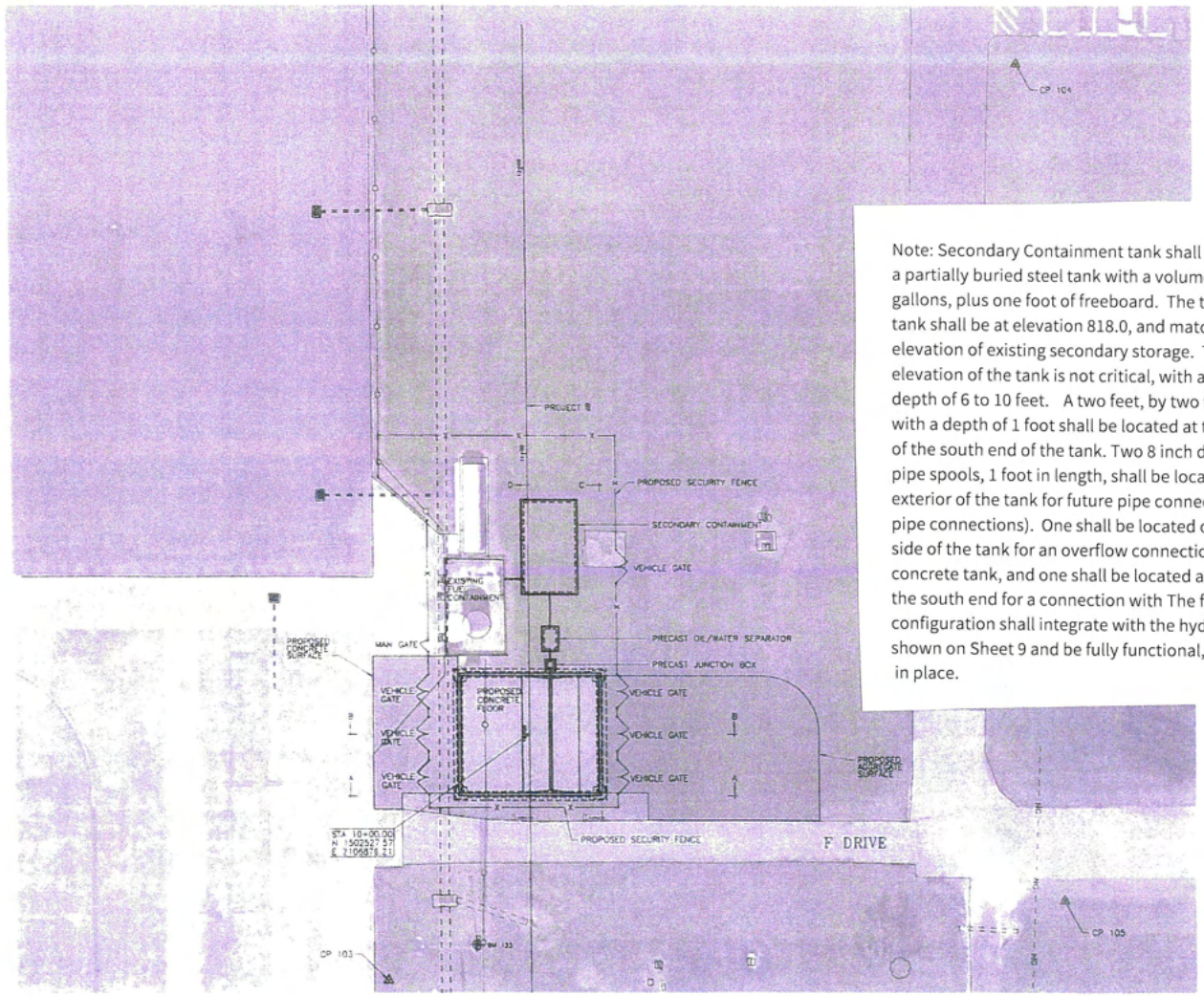
REVISIONS:

| MARK | DATE | DESCRIPTION |
|---|---|---|

PROJ NO: P112120005
SCALE: NTS
DATE: 8/16/2025
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: SDT

SHEET TITLE:
GENERAL NOTES
SITE CONTROL
&
QUANTITIES

SHEET NO.
2
SHEET 2 OF 13




Note: Secondary Containment tank shall consist of a partially buried steel tank with a volume of 13,000 gallons, plus one foot of freeboard. The top of the tank shall be at elevation 818.0, and match the top elevation of existing secondary storage. The bottom elevation of the tank is not critical, with a desirable depth of 6 to 10 feet. A two feet, by two feet sump with a depth of 1 foot shall be located at the center of the south end of the tank. Two 8 inch diameter pipe spools, 1 foot in length, shall be located on the exterior of the tank for future pipe connections(welded pipe connections). One shall be located on the west side of the tank for an overflow connection with the existing concrete tank, and one shall be located at the center of the south end for a connection with The final tank configuration shall integrate with the hydraulic profile shown on Sheet 9 and be fully functional, complete and in place.

LEGEND

- CONCRETE PAVEMENT (8" UNIFORM)(AE)
- 8" CONCRETE (GRADE 4)(AE)
- CRUSHED STONE (5")

IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING

TRANSYSTEMS

CONSULTANTS

AIRPORT FUELING FACILITY
INDEPENDENCE, KANSAS

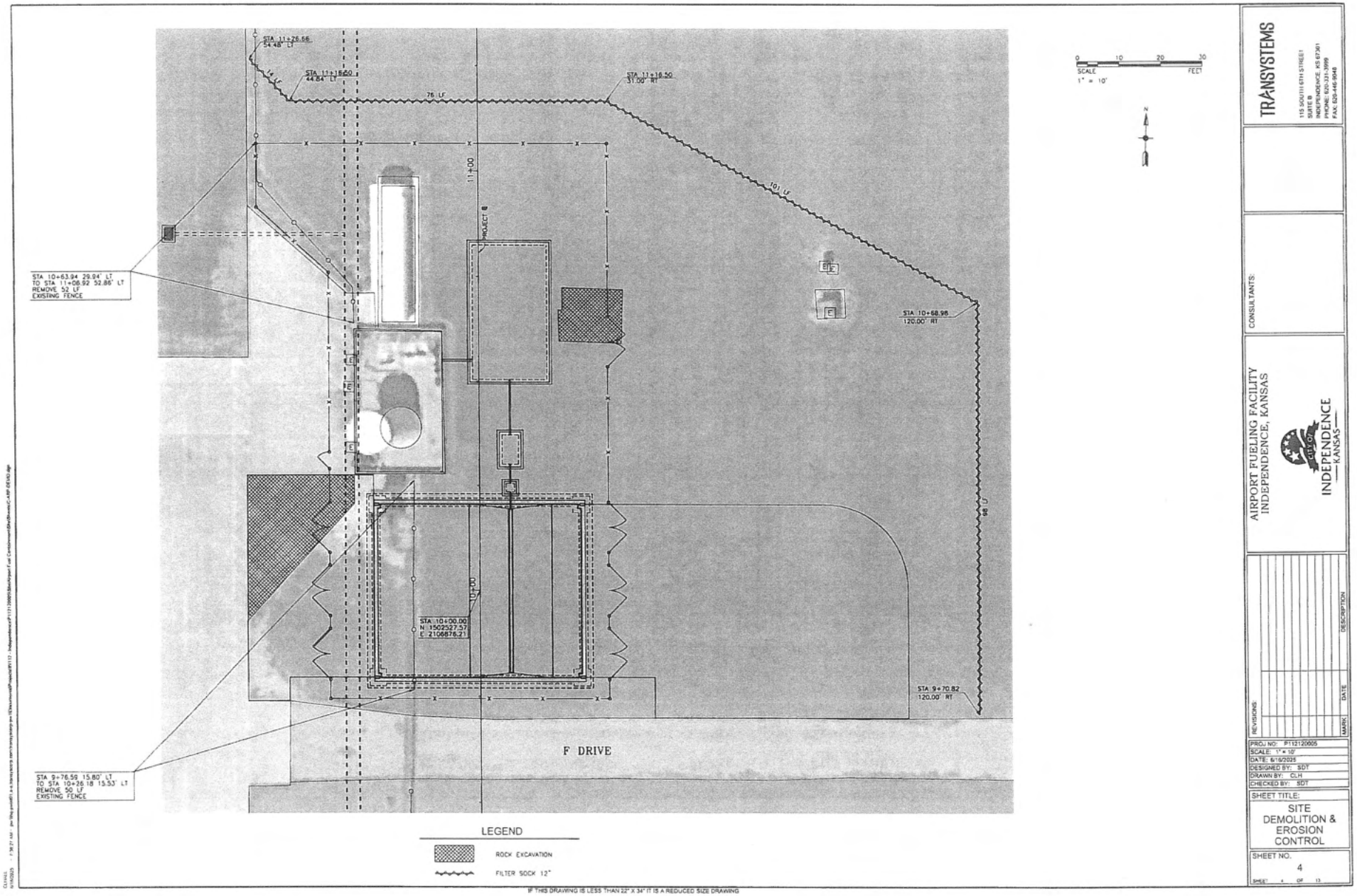
INDEPENDENCE KANSAS

REVISIONS: MARK | DATE | DESCRIPTION

PROJ. NO: P112120005
SCALE: 1" = 20'
DATE: 5/16/2025
DESIGNED BY: SDT
DRAWN BY: CLM
CHECKED BY: SDT

SHEET TITLE:
OVERALL SITE VIEW

SHEET NO.
3


STA 11+26.66
54.48' LT
STA 11+18.60
44.84' LT
76 LF
STA 11+16.50
31.00' RT
101 LF
11+00
PROJECT B
STA 10+63.94 29.04' LT
TO STA 11+08.92 52.86' LT
REMOVE 52 LF
EXISTING FENCE
STA 10+68.98
120.00' RT
98 LF
10+00
STA 10+00.00
N 1502527.57
E 2106876.21
STA 9+70.82
120.00' RT
F DRIVE
STA 9+76.59 15.80' LT
TO STA 10+26.18 15.53' LT
REMOVE 50 LF
EXISTING FENCE
SCALE
1" = 10'
0
10
20
30
FEET
N
LEGEND
ROCK EXCAVATION
FILTER SOCK 12"
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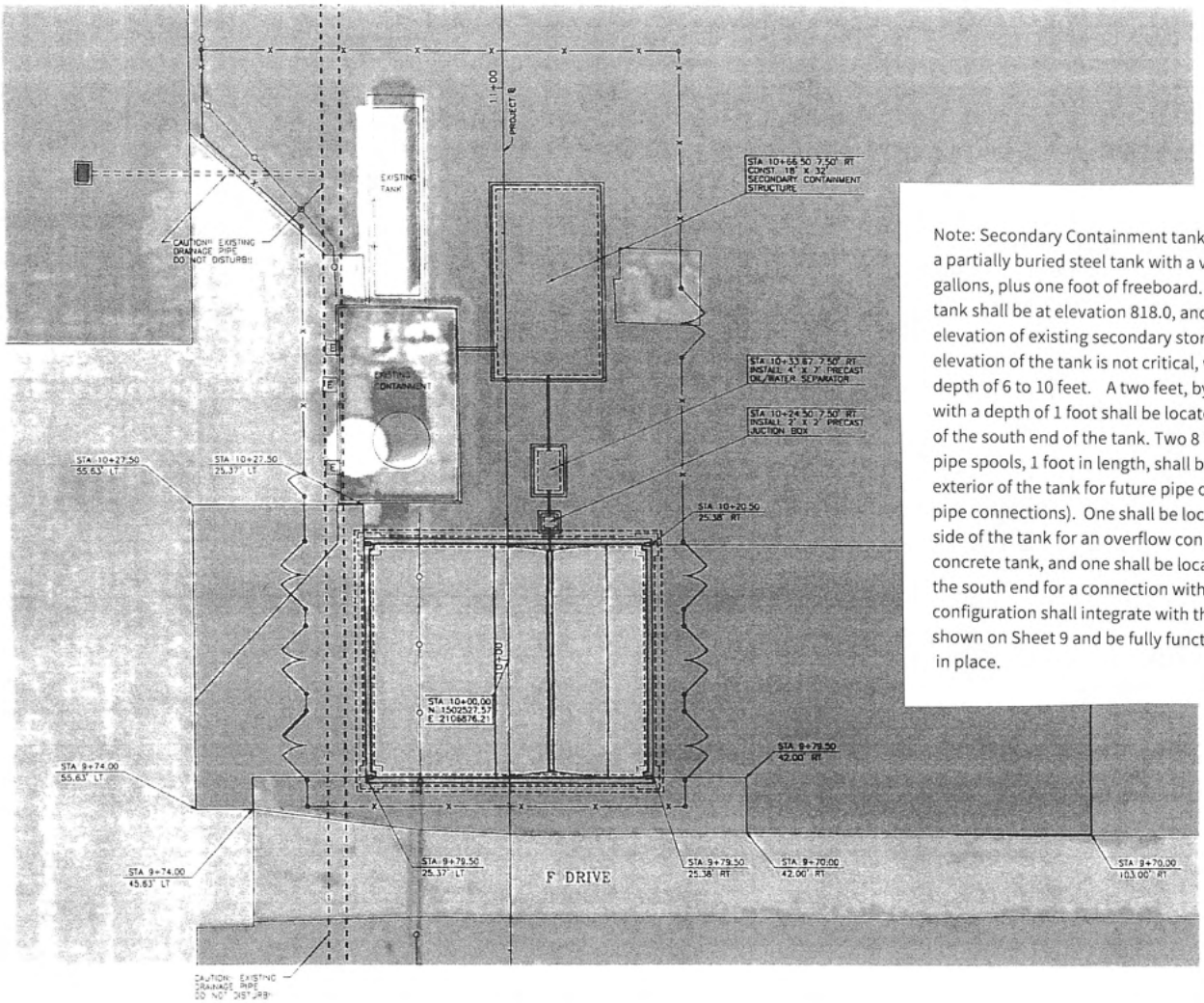
115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048
CONSULTANTS:
AIRPORT FUELING FACILITY
INDEPENDENCE, KANSAS
INDEPENDENCE
KANSAS
REVISIONS:
MARK
DATE
DESCRIPTION
PROJ NO: P112120005
SCALE: 1" = 10'
DATE: 6/16/2025
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: SDT
SHEET TITLE:
SITE DEMOLITION & EROSION CONTROL
SHEET NO.
4
SHEET 4 OF 13




Note: Secondary Containment tank shall consist of a partially buried steel tank with a volume of 13,000 gallons, plus one foot of freeboard. The top of the tank shall be at elevation 818.0, and match the top elevation of existing secondary storage. The bottom elevation of the tank is not critical, with a desirable depth of 6 to 10 feet. A two feet, by two feet sump with a depth of 1 foot shall be located at the center of the south end of the tank. Two 8 inch diameter pipe spools, 1 foot in length, shall be located on the exterior of the tank for future pipe connections(welded pipe connections). One shall be located on the west side of the tank for an overflow connection with the existing concrete tank, and one shall be located at the center of the south end for a connection with The final tank configuration shall integrate with the hydraulic profile shown on Sheet 9 and be fully functional, complete and in place.

LEGEND

- CONCRETE PAVEMENT (8" UNIFORM)(AE)
- 8" CONCRETE (GRADE A)(AE)
- CRUSHED STONE (6")

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PROJ NO: P112120005
SCALE: 1" = 10'
DATE: 5/16/2025
DESIGNED BY: SDT
DRAWN BY: CLM
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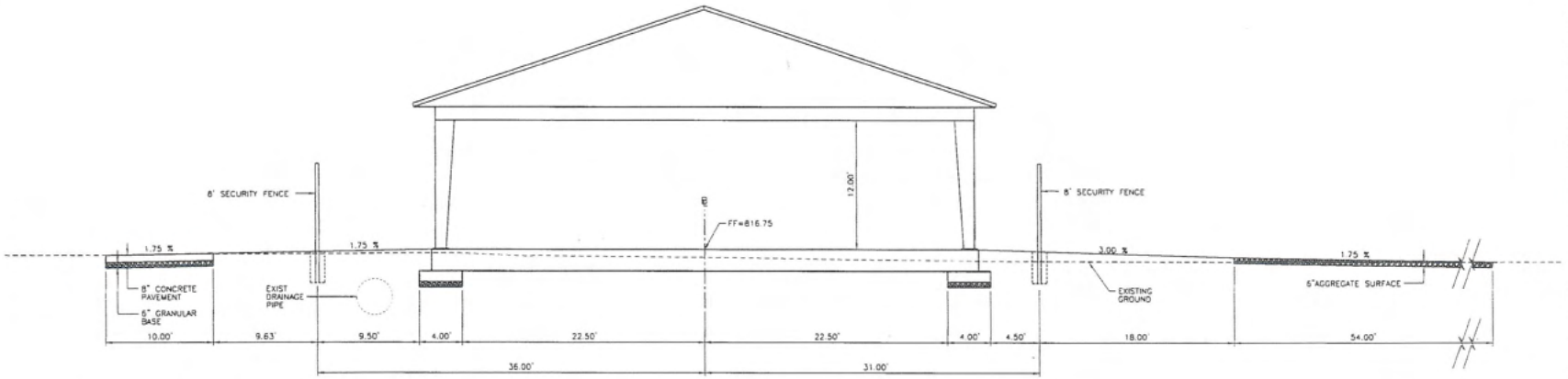
SHEET TITLE:
SITE PLAN

SHEET NO.
5

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FAX: 620-446-9048

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CITY OF INDEPENDENCE KANSAS

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PROJ NO: P112120005
SCALE: 1" = 5'
DATE: 9/15/2025
DESIGNED BY: SDT
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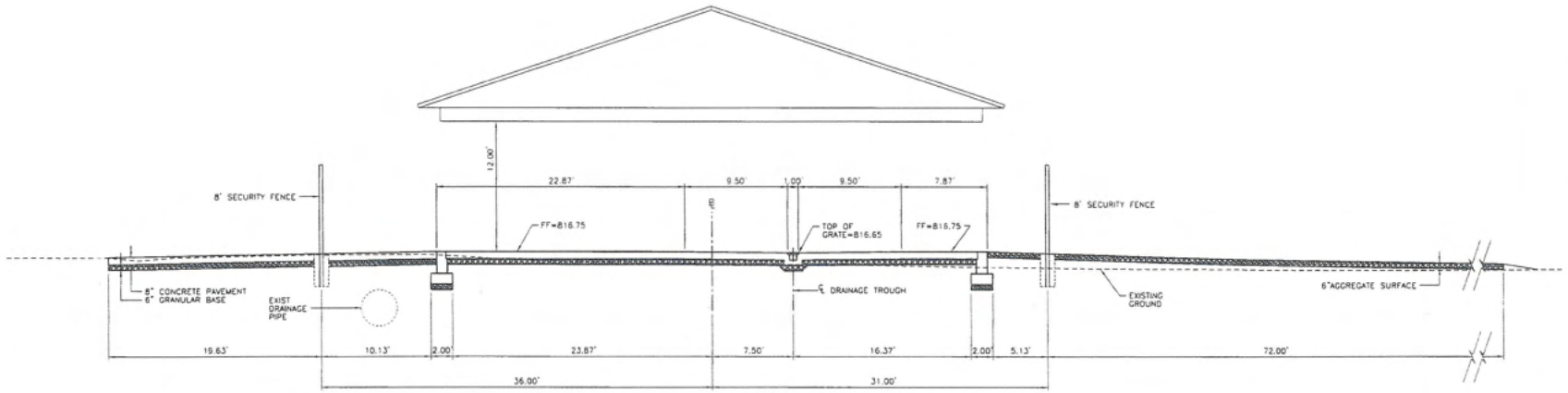
CHECKED BY: SDT

SHEET TITLE:
ELEVATION
A-A

SHEET NO.
6
SHEET 6 OF 13




SCALE 1" = 5'

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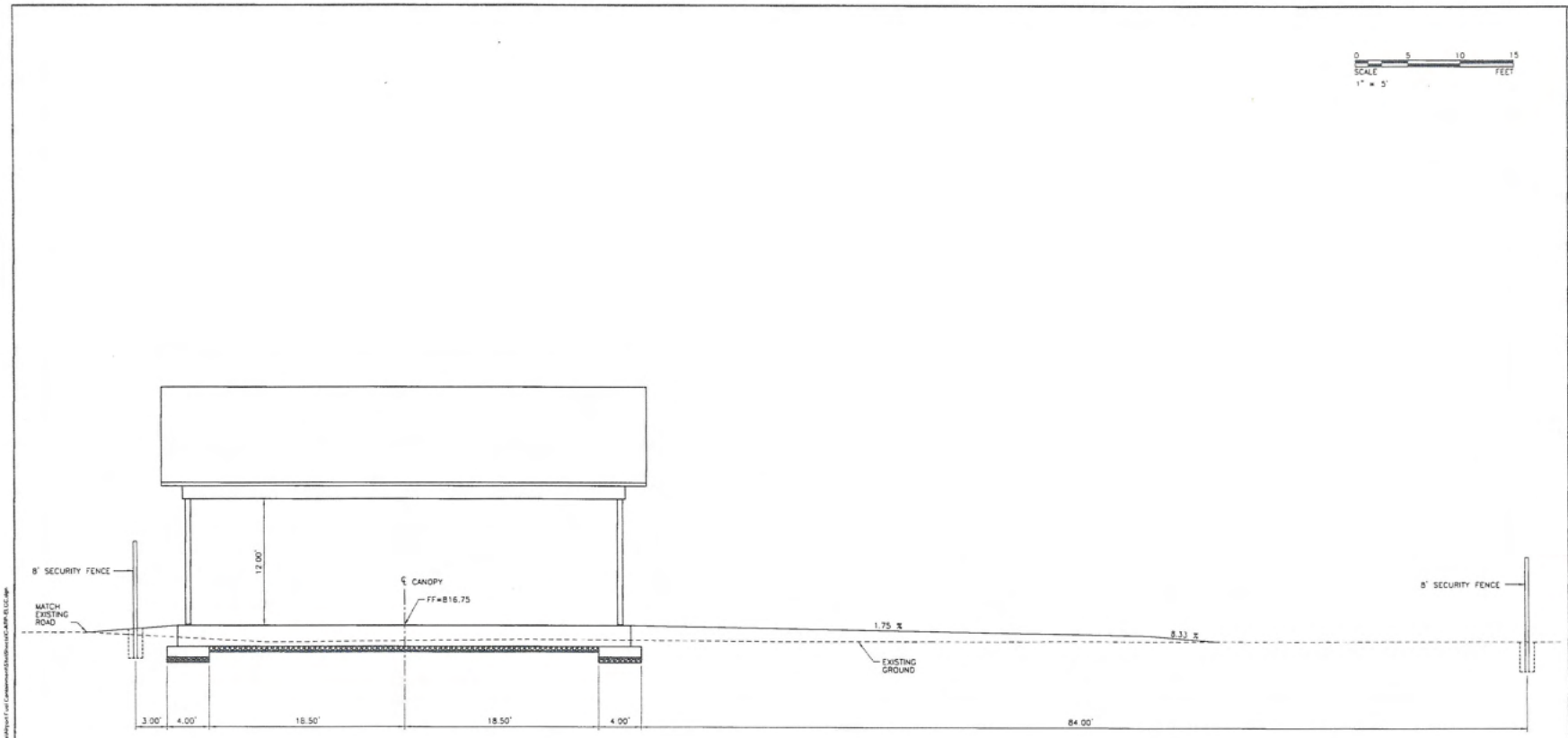
|---|---|---|

PROJ NO: P112120005
SCALE: 1" = 5'
DATE: 5/16/2025
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: SDT

SHEET TITLE:
ELEVATION
B-B

SHEET NO.
7
SHEET 7 OF 13

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|---|---|---|

PROJ NO: P112120005
SCALE: 1" = 5'
DATE: 5/16/2025
DESIGNED BY: SDT
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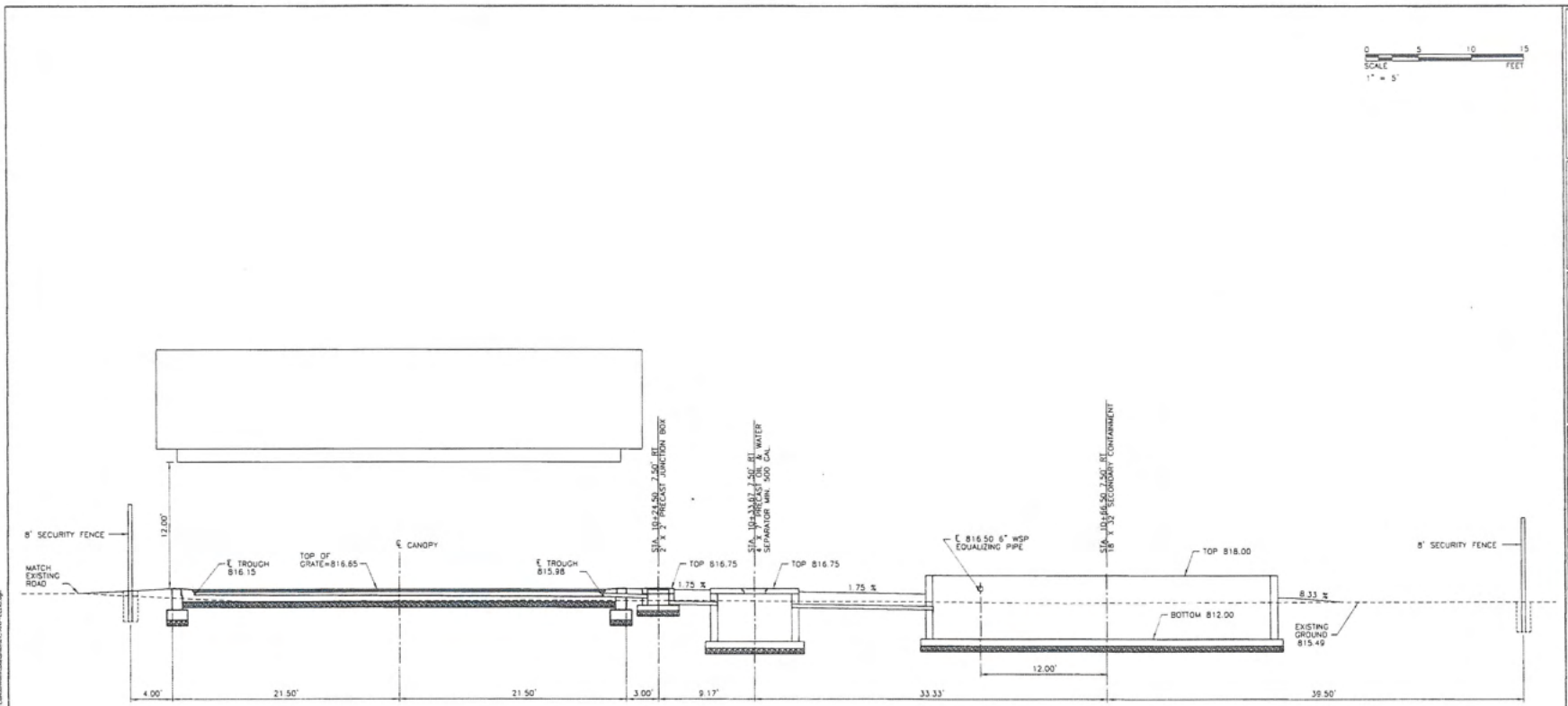
CHECKED BY: SDT

SHEET TITLE:
ELEVATION
C-C

SHEET NO.
8




HYDRAULIC PROFILE

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INDEPENDENCE, KS 67301
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INDEPENDENCE, KANSAS

INDEPENDENCE KANSAS

REVISIONS:

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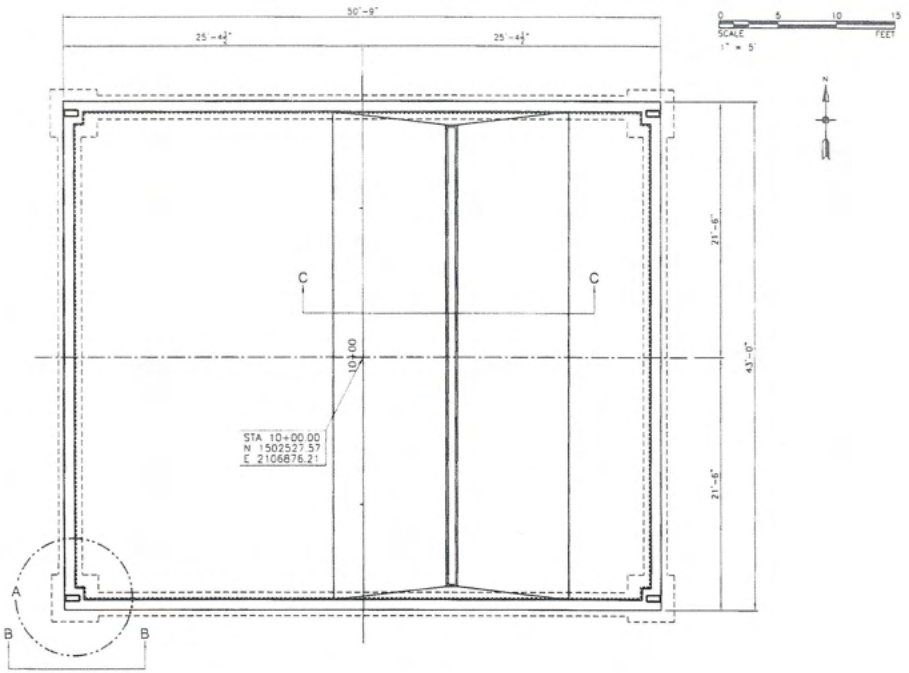
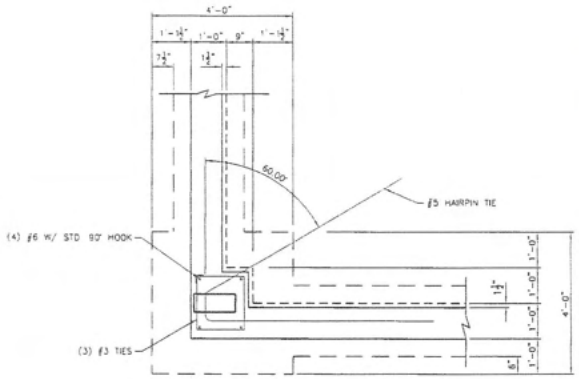
|---|---|---|

PROJ NO: P112120005
SCALE: 1" = 5'
DATE: 6/16/2025
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: SDT

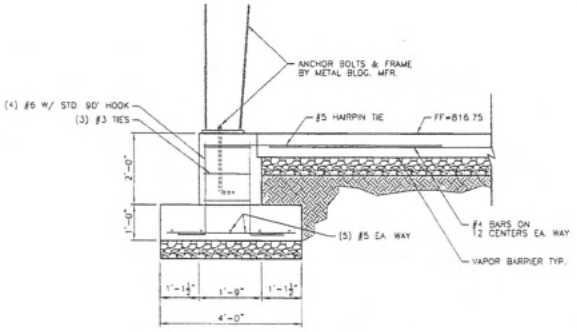
SHEET TITLE:
ELEVATION
D - D

SHEET NO.
9

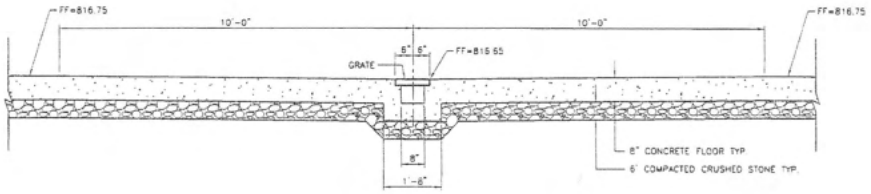



CANOPY FOUNDATION PLAN - DETAIL A
N.T.S.




CANOPY COLUMN FOUNDATION VIEW B-B
N.T.S.




TROUGH SECTION C-C
N.T.S.

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115 SOUTH 15TH STREET
SUITE 400
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9948

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INDEPENDENCE, KANSAS

CITY OF INDEPENDENCE KANSAS

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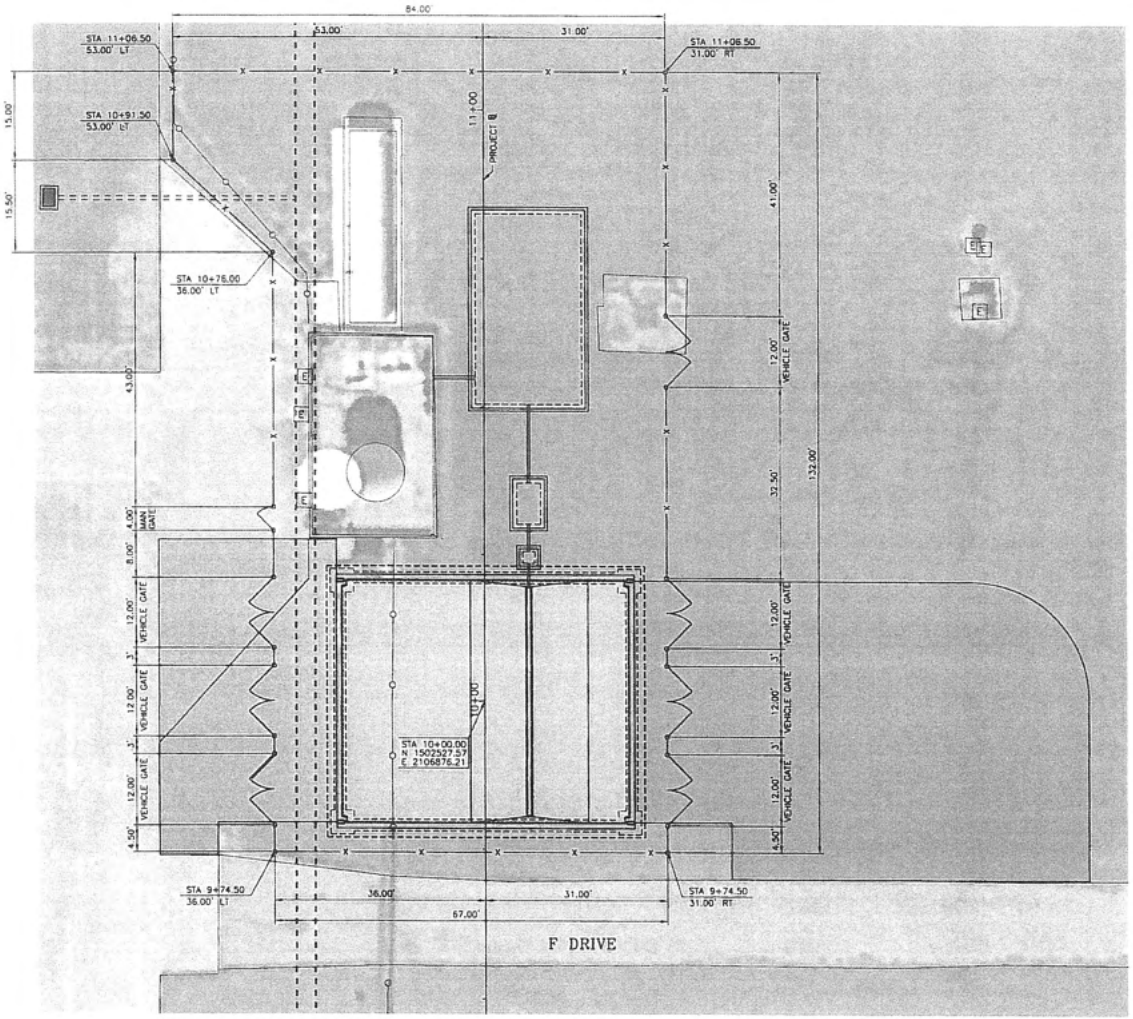
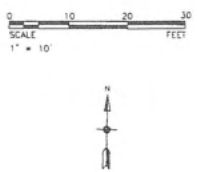
|---|---|---|---|
| MARK | DATE | DESCRIPTION | |

PROJ NO: P112120005
SCALE: 1" = 5'
DATE: 6/16/2025
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: SDT

SHEET TITLE:
CANOPY FOUNDATION DETAILS

SHEET NO.
10
SHEET 10 OF 13

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REVISIONS:

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|---|---|---|

PROJ NO: P112120005
SCALE: 1" = 10'
DATE: 8/16/2025
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: SDT

SHEET TITLE:

SECURITY FENCE PLAN

SHEET NO.
11
SHEET 11 OF 13

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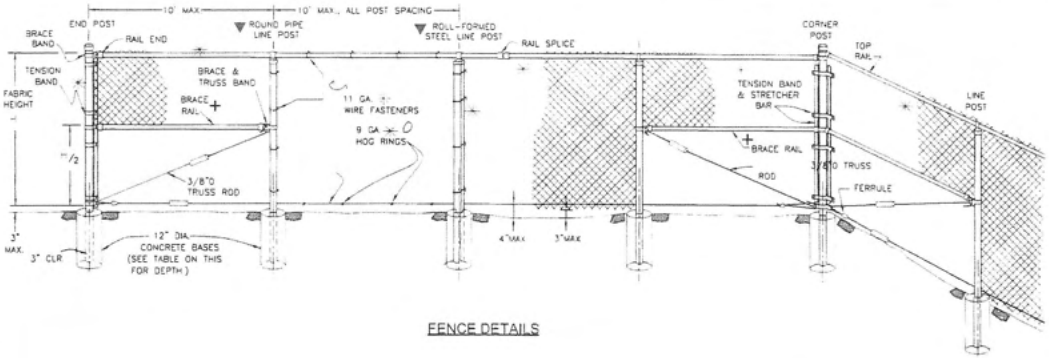



FENCE DETAILS

## FENCE MATERIAL

| FABRIC HEIGHT | END, CORNER & LINE BRACE POSTS | | LINE POSTS | | TOP & BRACE RAILS | | CONCRETE BASE | |
|---|---|---|---|---|---|---|---|---|
| H | ROUND PIPE I.D. | ROLL-FORMED STEEL | ROUND PIPE I.D. | ROLL-FORMED STEEL | ROUND PIPE I.D. | ROLL-FORMED STEEL | DEPTH | DIA |
| FEET | INCHES | | INCHES | | INCHES | | INCHES | |
| 3 THRU 6 | 2.5 | 3.5 x 3.5 | 1.5 | 1.875 x 1.625 | 1.25 | 1.25 x 1.625 | 34 | 12 |
| 6 THRU 8 | 2.5 | 3.5 x 3.5 | 2.0 | 1.875 x 1.625 | 1.25 | 1.25 x 1.625 | 40 | 12 |

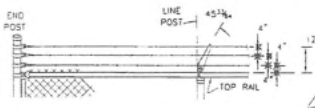
## GATE MATERIAL

| GATE FRAME WIDTH | STRAIN POST | | △ CONCRETE BASE | |
|---|---|---|---|---|
| | ROUND I.D. | ROLL-FORMED | DEPTH | DIA |
| FEET | INCHES | | INCHES | |
| 3 THRU 6 | 2.5 | 3.5 x 3.5 | 36 | 12 |
| 6 THRU 13 | 4.0 | —— | 42 | 12 |
| 13 THRU 18 | 6.0 | —— | 48 | 18 |
| 18 THRU 23 | 8.0 | —— | 48 | 24 |

| GATE FRAME | | FRAME PIPE | BRACING PIPE |
|---|---|---|---|
| WIDTH | HEIGHT | I.D. | I.D. |
| FEET | | INCHES | |
| 3 THRU 8 | 3 THRU 6 | 1.25 | 1.25 |
| 8 THRU 23 | 6 | 1.50 | 1.25 |
| 8 THRU 23 | 8 THRU 12 | 1.50 | 1.50 |

## ROLL-FORMED STEEL

| PART | SIZE | THICK | WEIGHT |
|---|---|---|---|
| | INCHES | GAGE | LB/FT |
| TOP & BRACE RAILS | 1.250 x 1.625 | 14 | 2.08 |
| LINE POST (H = 3ft - 6ft) | 1.875 x 1.625 | 12 | 2.75 |
| LINE POST (H = 6ft - 8ft) | 1.875 x 1.625 | 11 | 3.36 |
| END, CORNER & LINE BRACE POSTS | 3.50 x 3.50 | 10 | 7.58 |



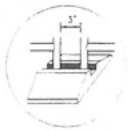

BARBED WIRE TOP (USE ON 8' FENCE)

SLOPE TOP OUT 45°

BARBED WIRE OVER GATES SHALL NOT BE SLOPED.

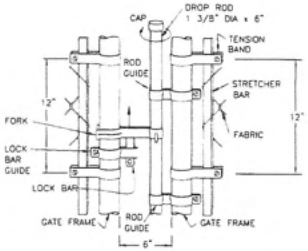
### LEGEND

- ATTACH FABRIC TO ALL FENCE & GATE STRUCTURES AT 12" INTERVALS VERTICALLY & AT 20" HORIZONTALLY
- TIGHTENER OR TURNBUCKLE SYMBOL.
- ▼ TYPE OF LINE POST (ROUND PIPE OR ROLL-FORMED STEEL) SHALL BE AT THE OPTION OF THE CONTRACTOR UNLESS OTHERWISE SHOWN ON THE PLANS.
- + BRACE RAIL WILL NOT BE REQUIRED FOR 36",42" OR 48" FABRIC HEIGHTS. BRACE RAIL FOR FENCE WITH ROLL-FORMED STEEL ELEMENTS IS 12" BELOW THE TOP RAIL.




DROP ROD IS OPTIONAL IF GATE FRAMES EXTEND DOWN TO CENTER REST. USE LATCH SHOWN FOR WALK OR SINGLE GATE.

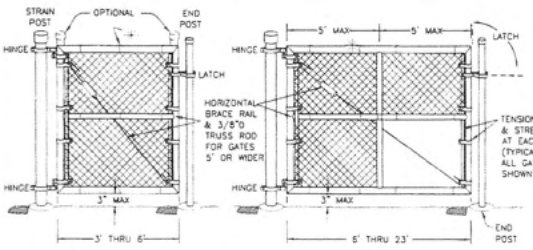
DETAIL "A" TYPICAL CENTER REST




DETAIL "B" TYPICAL DROP ROD ASSEMBLY

## GENERAL NOTES

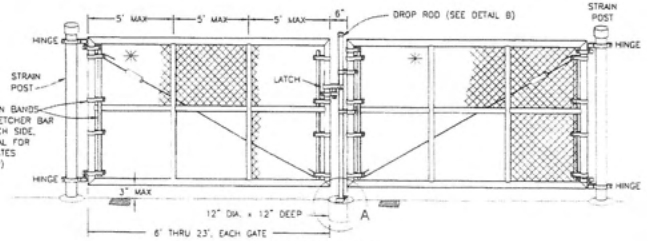
1. H (HEIGHT OF FABRIC) SHALL BE AS SHOWN ON THE PLANS.
2. CHAIN LINK FENCE SHALL CONFORM TO THE REQUIREMENTS OF AASHTO M 181.
3. CHAIN LINK FABRIC SHALL BE 2" MESH NO. 9 GAGE GALVANIZED OR ALUMINUM COATED WIRE SECURELY FASTENED TO TENSION WIRE, LINE POSTS, RAILS, BRACES AND STRETCHER BARS SPACED AS SHOWN HEREON. WIRE FASTENERS AND TIE CLIPS SHALL BE NO. 11 GAGE (W&M) GALVANIZED STEEL WIRE OR NO. 7 GAGE (B&S) ALUMINUM WIRE, AND HOG RINGS SHALL BE NO.9 GAGE, ALL IN CONFORMANCE WITH ASTM F 626.
4. STEEL POSTS, RAILS AND GATE FRAMES SHALL CONFORM TO AASHTO M 181 TYPE 1, GRADE 1 OR GRADE 2.
5. AT THE CONTRACTOR'S OPTION, PIPE USED FOR FENCE CONSTRUCTION SHALL CONFORM TO THE DIMENSIONS AND WEIGHTS FOR EITHER "ORDINARY PIPE" OR "ALTERNATIVE PIPE". "ALTERNATIVE PIPE" SHALL BE HIGH STRENGTH STEEL PIPE MEETING THE REQUIREMENTS OF FED. SPEC. RR-F-191/3C
6. TENSION WIRE SHALL BE CONTINUOUS BETWEEN END OR CORNER POST AND LINE BRACE POST. A TURNBUCKLE OR OTHER APPROVED TIGHTENING DEVICE SHALL BE USED FOR EACH CONTINUOUS SPAN OF TENSION WIRE.
7. TENSION WIRE SHALL BE AS SPECIFIED IN AASHTO M 181.
8. CONCRETE FOOTINGS SHALL HAVE TOPS CROWNED AT GROUND LEVEL AND SHALL BE TxDOT CLASS B. CONCRETE WITH LIGHTWEIGHT AGGREGATE CONFORMING TO AASHTO M 195, WILL BE PERMITTED.
9. TERMINATION OF FENCE AT BRIDGES OR OTHER STRUCTURES SHALL BE AS SHOWN ON PLANS.
10. CHAIN LINK FABRIC UP TO 5 FEET HIGH SHALL BE KNUCKLED AT THE TOP AND BOTTOM SELVAGES. FABRIC OVER 5 FEET HIGH SHALL BE TWISTED AND BARBED ON THE TOP SELVAGE AND KNUCKLED ON THE BOTTOM SELVAGE.
11. FENCE MAY BE CONSTRUCTED WITH EITHER ROUND PIPE OR ROLL-FORMED STEEL COMPONENTS. THE CONTRACTOR SHALL STATE THE TYPE OF CONSTRUCTION AND TYPE OF LINE POST TO BE USED THROUGHOUT THE PROJECT, AT THE PRECONSTRUCTION CONFERENCE.
12. INSTALL 2" DIA. STEEL PIPE GATE TIE BACK POST W/CHAIN AND HOOK AT EDGE OF ACCESS ROAD FOR EACH SWING GATE.




WALK GATE




SINGLE GATE




DOUBLE GATE

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FAX: 620-446-9048

CONSULTANTS:

AIRPORT FUELING FACILITY
INDEPENDENCE, KANSAS

CITY OF INDEPENDENCE KANSAS

| REVISIONS | | | |
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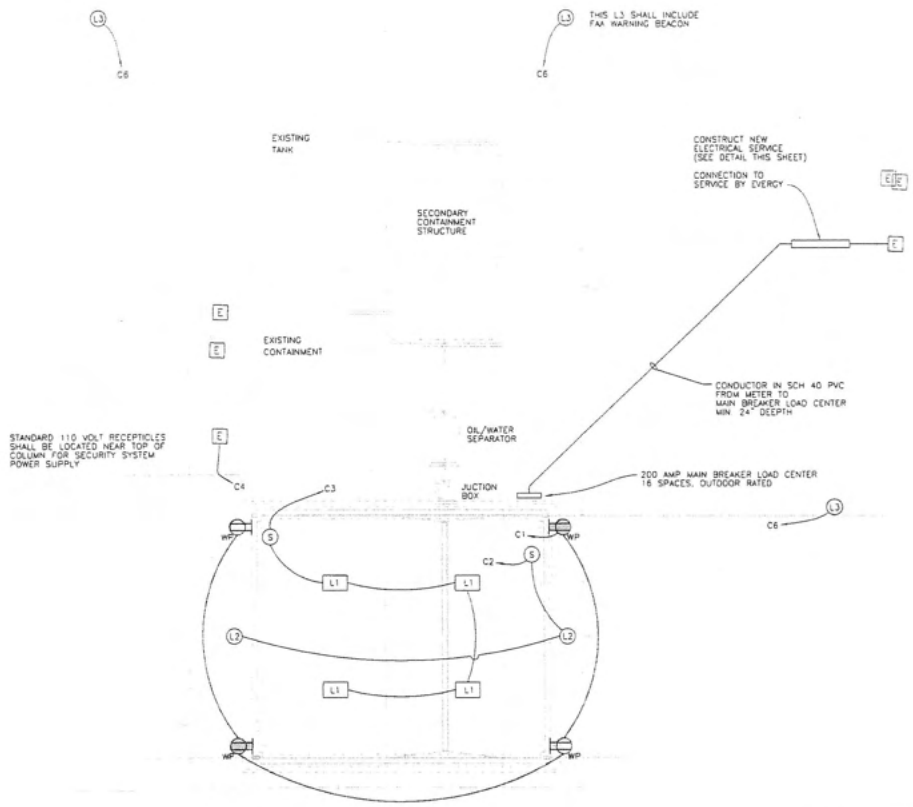
| MARK | DATE | DESCRIPTION | |

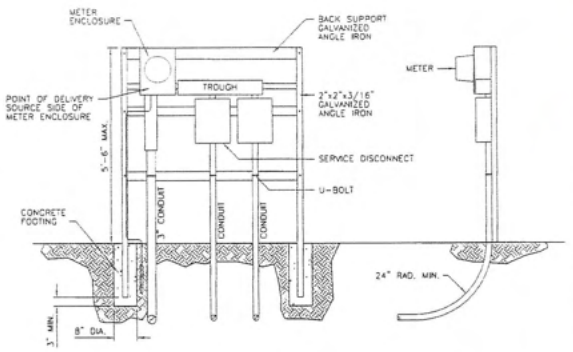
PROJ NO: P112120005
SCALE: N/A
DATE: 9/1/2025
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: SDT

SHEET TITLE:
SECURITY FENCE DETAILS

SHEET NO.
12
SHEET 12 OF 13

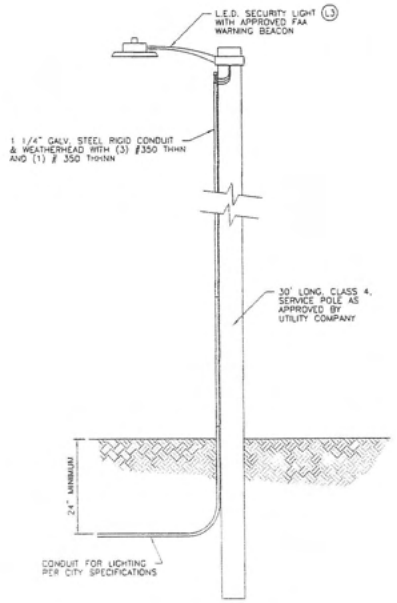



F DRIVE




CONSTRUCT METER AND SERVICE TO EVERGY AND NEC SPECIFICATIONS

ELECTRICAL SERVICE
N.T.S.




SECURITY LIGHT DETAIL
N.T.S.

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INDEPENDENCE, KANSAS

CITY OF INDEPENDENCE KANSAS

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|---|---|---|---|
| | MARK | DATE | DESCRIPTION |

PROJ NO: P112120005
SCALE: 1" = 10'
DATE: 6/16/2025
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: SDT

SHEET TITLE:
ELECTRICAL PLAN

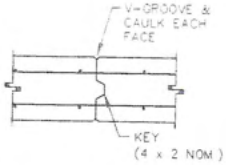
SHEET NO.
13

1. FOOTINGS:
   A. FOUNDATIONS HAVE BEEN DESIGNED FOR AN ESTIMATED SOIL BEARING OF 2500 psf FOR CONTINUOUS AND ISOLATED FOOTINGS. A GEOTECHNICAL ENGINEER SHOULD OBSERVE THE BEARING SURFACE TO VERIFY ADEQUATE BEARING SUPPORT FOR THE FOOTING.
   B. FOOTING WIDTHS TO BE AS SHOWN ON PLANS. BOTTOM OF FOOTING ARE TO BE EXCAVATED SQUARE AND TRUE.
   C. NO FOOTING TRENCH SHALL BE OPENED WITHOUT HAVING REINFORCING AND CONCRETE READY TO BE PLACED WITHIN THAT WORKING DAY. ANY VARIATION FROM THIS PROCEDURE SHALL ONLY BE UPON APPROVAL OF THE ARCHITECT.
   D. ALL STRIP FOOTINGS SHALL BE CENTERED UNDER WALLS BEING SUPPORTED AND ALL ISOLATED FOOTINGS SHALL BE CENTERED UNDER COLUMNS, UNLESS NOTED OTHERWISE.
   E. MINIMUM EXTERIOR FOOTING DEPTH BELOW FINISH GRADE SHALL BE 30" TO PROVIDE REASONABLE PROTECTION FROM FROST ACTION AND SEASONAL VOLUME CHANGE.
   F. IN THE EVENT ORGANIC SOIL OR UNCOMPACTED FILL IS FOUND BELOW FOOTINGS OR FLOOR SLABS, IT SHALL BE REMOVED AND REPLACED WITH SELECT FILL, COMPACTED IN 8" LIFTS TO AT LEAST 95 PERCENT OF MAXIMUM DENSITY AS DETERMINED BY STANDARD PROCTOR PROCEDURES (ASTM D 698).
   G. AFTER SITE STRIPPING THE TOP OF SOIL AND REMOVAL OF UNCONTROLLED FILL, IT IS RECOMMENDED THAT THE BUILDING AREA BE PROOF – ROLLED PRIOR TO PLACEMENT OF STRUCTURAL FILL AS OUTLINED BELOW. ALL SOFT SUBGRADE AREA IDENTIFIED DURING PROOF – ROLLING SHOULD BE UNDERCUT AND REPLACED WITH STRUCTURAL FILL. PROOF – ROLLING, UNDERCUTTING AND REPLACEMENT SHOULD BE MONITORED BY A QUALIFIED GEOTECHNICAL ENGINEER AND FURNISH A COPY OF THE GEOTECHNICAL ENGINEER'S REPORT TO THE PROJECT ARCHITECT/ENGINEER.
   H. STRUCTURAL FILL SHOULD BE PLACED IN NO GREATER THAT 8" LOOSE LIFTS AND COMPACTED TO AT LEAST 95 PERCENT OF MAXIMUM DENSITY AS DETERMINED BY STANDARD PROCTOR PROCEDURES (ASTM D 698). ADEQUATE FIELD DENSITY AND MOISTURE CONTENT TEST SHOULD BE PERFORMED TO INSURE COMPLIANCE WITH PROJECT SPECIFICATIONS. SUBGRADE INSPECTION AND FILL TESTING UNDER CONTROLLED CONDITIONS IS CONSIDERED ESSENTIAL IF FOOTINGS ARE TO BE FOUNDED IN FILL. A TESTING FREQUENCY OF AT LEAST ONE FIELD DENSITY TEST FOR EACH 2500 SQ. FT. OF FILL LIFT, BUT NOT LESS THAN 3 TESTS PER LIFT IS RECOMMENDED WITHIN BUILDING AREAS.

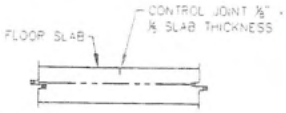
2. CONCRETE:
   A. ALL READY MIX CONCRETE SHAL BE 4000 psi FOR FLOOR SLABS. COLUMNS & STAIR AND 3000 psi FOR ALL OTHER CONCRETE PLACEMENT.
   B. MAXIMUM SLUMP FOR ALL READY MIX CONCRETE SHALL BE AS SHOWN:
      FOOTINGS – 3"
      SLABS – 4"
      EXPOSED CONCRETE – 3"
   C. EXPOSED EXTERIOR CONCRETE AND FLOOR SLAB SHALL BE AIR–ENTRAINED (TOTAL AIR CONTENT = 5% TO 7% )
   D. GROUT PLACED UNDER BEARING AND BASE PLATES SHALL BE NON–SHRINK.
   E. UNLESS NOTED OTHERWISE, CONCRETE COVER OVER STEEL REINFORCEMENT SHALL CONFORM TO THE MINIMUM REQUIREMENT BY THE CURRENT EDITION OF ACI 318
   F. REINFORCEMENT DETAILING AND PLACEMENT SHALL CONFORM TO ACI 318 AND ACI 315, EXCEPT WHERE OTHERWISE INDICATED.
   G. ADMIXTURES SHALL BE USED ONLY UPON THE APPROVAL OF THE ARCHITECT
   H. HOT AND COLD WEATHER CONCRETING SHALL BE IN ACCORDANCE WITH ACI 305–89 AND ACI 306–1–90, RESPECTIVELY
   I. ANY CONCRETE PLACED BY MEANS OF PUMPING SHALL BE DONE IN ACCORDANCE WITH ACI 304 2R (82).
   J. "EPCON" EPOXY SYSTEM INSTALLATION INTO CONCRETE
      1. DRILL PROPER SIZED HOLE. CLEAN OUT HOLE. COMPLETE HOLE PREPARATION WITH USE OF A NYLON BRUSH (DO NOT USE WIRE BRUSH). BLOW OUT ANY REMAINING DUST OR FRAGMENTS WITH COMPRESSED AIR OR BLOW OUT BULB
      2. PRIOR TO INJECTION, DISCHARGE APPROXIMATELY ONE FLUID OUNCE OF EPOXY. EPOXY MUST BE UNIFORM IN COLOR. INSERT THE NOZZLE TO THE BOTTOM OF THE SCREEN AND FILL IT COMPLETELY WHILE WITHDRAWING THE NOZZLE.
      3. INSERT THE FILLED SCREEN COMPLETE INTO THE CLEANED HOLE
         A. HOLD THE TAB OF THE SCREEN AGAINST THE WALL, INSERT THE SELECTED ROD WITH A SLOW TWISTING MOTION. WAIT FOR APPROXIMATE CURE TIME BEFORE TORQING FIXTURE IN PLACE.
         B. SEE MANUFACTURER INSTALLATION CAUTIONS.

3. REINFORCING:
   A. REINFORCING BARS SHALL BE BILLET STEEL, ASTM A 615, GRADE 60. PROVIDE CONTINUOUS BENT BARS AT FOOTING STEPS AND 90 DEGREE BENT TIES AT CORNERS. UNLESS OTHERWISE NOTED, LAP SPLICES OR EMBEDMENT LENGTHS SHALL CONFORM TO LATEST EDITION OF ACI 313. ADJACENT BAR SPLICES IN WALLS AND FOOTINGS TO BE ALTERNATED. ALL FOOTINGS SHALL REQUIRE HOOKED REINFORCING PROJECTED INTO WALLS, PILASTERS OR COLUMNS. THE SIZE AND SPACING OF DOWELS ARE TO MATCH VERTICAL REINFORCING.
   B. WELDED WIRE FABRIC SHALL CONFORM TO THE CURRENT ASTM SPECIFICATION FOR COLD DRAWN STEEL REINFORCEMENT WIRE. LAP END AND EDGES MIN. 6".
   C. DOWEL BAR REPLACEMENT (DBR) SYSTEM OF THE SIZE SHOWN ON THE DRAWINGS ARE TO BE THAT PRODUCED BY "DAYTON SUPERIOR" (OR APPROVED EQUIVALENT") CONSISTING OF D–50 COUPLER D–52 HOOK BAR & D–51 STRAIGHT BAR.

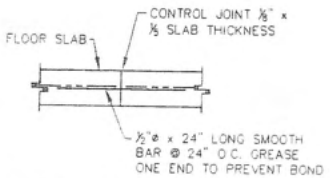
4. GENERAL:
   A. NO SHOP DRAWINGS ARE TO BE SUBMITTED FOR REVIEW UNCHECKED UNCHECKED SHOP DRAWINGS WILL BE RETURNED.



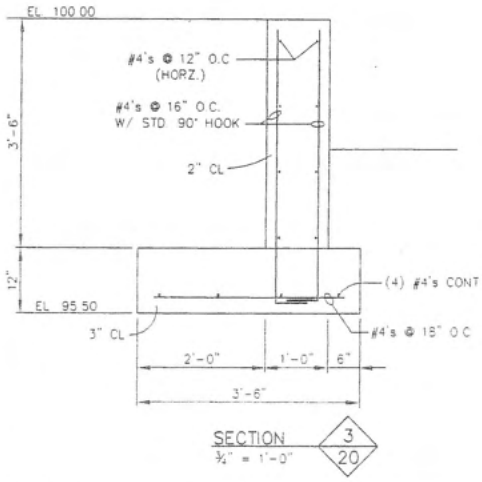

WALL CONSTRUCTION JOINT



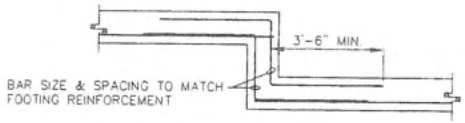

TYPICAL CONTROL JOINT




TYPICAL CONSTRUCTION JOINT




SECTION 3/20
½" = 1'-0"

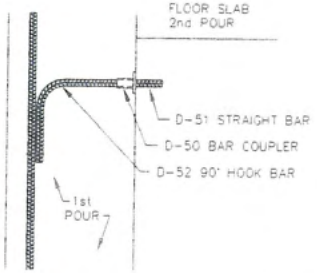



TYPICAL STEPPED FOOTING

STEP 1 FULLY THREAD D–52 HOOK BAR INTO THE D–50 COUPLER. FASTEN THE D–52 COUPLER TO THE FORMWORK WITH NAILS, SCREWS OR BOLTS

STEP 2 TIE THE D–52 HOOK BAR TO THE ADJACENT REINFORCING STEEL

STEP 3 COMPLETE FIRST POUR, STRIP FORMWORK AND FULLY THREAD D–51 STRAIGHT BAR INTO D–50 COUPLER. COMPLETE SECOND POUR




DAYTON SUPERIOR DOWEL BAR REPLACEMENT (DBR) INSTALLATION

TRANSYSTEMS

CONSULTANTS

AIRPORT FUELING FACILITY
INDEPENDENCE, KANSAS

INDEPENDENCE KANSAS

PROJECT: 8*1013.1.0
SCALE: *NOT
DATE: 4-8-2013
DESIGNED BY: BJC
DRAWN BY: JJH
CHECKED BY: BJC

SHEET TITLE:
STRUCTURAL DETAILS

SHEET NO.
14

# REQUEST FOR COMMISSION ACTION
# CITY OF INDEPENDENCE
# February 26, 2026

**Department** Admin **Director Approval** David Cowan

**AGENDA ITEM** Public Hearing to consider condemnation of 112 W. Oak Street as dangerous and unsafe.

**SUMMARY RECOMMENDATION** City Staff recommends condemnation as dangerous and unsafe.

**BACKGROUND**

The property located at 112 W. Oak Street has previously been reported to the City due to concerns regarding the condition of the primary structure, occupancy without utilities, and related environmental issues. Upon inspection, City staff observed that both structures are in disrepair, pose safety hazards, and have not had active City utility services since August 10, 2024.

The owner appeared at the prior meeting and informed the Commission that he was in contact with a real estate company and was preparing to sell the home. City staff has not received any further updates since that meeting.

City staff recommends that the Commission set February 26, 2026, as the date for a Public Hearing to consider condemning the structure as dangerous and unsafe.

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

**SUGGESTED MOTION** I move to adopt a resolution condemning 112 W. Oak Street as dangerous and unsafe.

**SUPPORTING DOCUMENTS**

1. RESOLUTION 2026-038 - CONDEMNATION - DAYS - 112 W Oak
2. 112 W. Oak - Photos
3. 2026 - Notice of Public Hearing Date - 1st Letter - Cert - 11242025
4. 2025-078 - Condemnation - P_H - 112 W Oak
5. 2026 - Setting Date of Public Hearing
6. Notes & Parcel - 112 W Oak
7. 3163545_OE_Report

**RESOLUTION NO. 2026-038**

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 West 50 feet of the East ½ of Lots 86 and 87, and the West 50 feet of East ½ of Lot 88, except the North 20 feet, Block G, Trolley Tract Addition to the City of Independence, Montgomery County, Kansas

Common Address
112 W Oak St.

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 11th day of December 2025, 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. #2025—078**, dated **December 11, 2025**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **December 17, 2025 and December 24, 2025**, 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 West 50 feet of the East ½ of Lots 86 and 87, and the West 50 feet of East ½ of Lot 88, except the North 20 feet, Block G, Trolley Tract Addition to the City of Independence, Montgomery County, Kansas

Common Address
112 W Oak 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 26th day of February, 2026.

(SEAL)

_____
Mayor

_____
City Clerk

# 112 W. Oak Street

CITY OF INDEPENDENCE KANSAS
"Delivering Excellence"

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

## NOTICE OF PUBLIC HEARING TO CONSIDER CONDEMNATION OF PROPERTY

Date: December 19, 2025

TO: **Neil Erbe**
Lien Holder:

RE: Unsafe or Dangerous Structure at: **112 W. Oak Street**

Property records reflect that you are the owner or occupant of the above-described Property. This letter is being provided to you pursuant to K.S.A. 12-1751 et sea to advise you that staff for the City of Independence, Kansas, has determined that the Property is "unsafe or dangerous" and subject to condemnation or being ordered to be repaired or demolished.

On **December 11, 2025**, the City Commission adopted a Resolution for a public hearing to be held on **February 26, 2026, at 120 N. 6th Street**, Commission Room, Independence, Kansas 67301. The public hearing will commence at **5:30 p.m.** At such hearing, the owner of the Property, the owner's agent, lienholders or record, and any occupant may appear and show cause why the structure(s) on the Property should not be condemned and ordered repaired or demolished.

On the date of the hearing, the Governing Body shall hear the evidence (if any) presented. If the Governing Body finds that the Property is unsafe or dangerous, then the Governing Body may direct the structure(s) to be repaired or removed and the Property made safe and secure. The Governing Body shall also fix a reasonable time within which the repair or removal shall be commenced and, if the owner fails to commence the repair or removal within the time stated, or fails to diligently prosecute the same to completion, the Governing Body will cause the structure to be repaired or razed and removed.

Please contact us as soon as possible so that we may review the steps that must be undertaken to bring the Property into compliance and no longer be regarded as unsafe or dangerous. To that end, please find enclosed a proposed Remediation Agreement. With a signed Remediation Agreement—together with a scope of work and proof of funds—City staff will can recommend to the Governing Body that further enforcement actions be stayed pending compliance with the Remediation Agreement.

Thank you for your prompt attention to this matter.

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

David Cowan

Assistant City Manager – Building & Code Enforcement

Attachments/Enclosures: Resolution No. **2025.078**
Draft Remediation Agreement

cc:

State of Kansas, Montgomery County
This instrument was filed for
Record on December 15, 2025 8:44 AM
Recorded in Book 752 Page 1340- 1340
Fee: $0.00 202503920
Marilyn Calhoun
Marilyn Calhoun , Register of Deeds

# RESOLUTION NO. 2025-078

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF HEARING BEFORE THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS, OF WHICH OWNERS, OWNERS AGENTS, LIEN HOLDERS OF RECORD AND ANY OCCUPANTS, IF ANY, OF THE STRUCTURE OR STRUCTURES IDENTIFIED BELOW, IN SAID CITY MAY APPEAR AND SHOW CAUSE WHY SAID STRUCTURE OR STRUCTURES SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED PURSUANT TO K.S.A. 12-1751 ET. SEQ.

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 11th day of December 2025, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

**Legal:** The West 50 feet of the East ½ of Lots 86 and 87, and the West 50 feet of East ½ of Lot 88, except the North 20 feet, Block G, Trolley Tract Addition to the City of Independence, Montgomery County, Kansas.

**Common Address:** 112 W Oak St.

**Mortgage:**

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

That a public hearing will be held on Thursday, **February 26, 2026** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6th Street, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

Be it further resolved that the City Clerk shall cause this Resolution to be published one time each week for two consecutive weeks on the same day of each week, that at least thirty (30) days shall elapse between the last publication and the date set for hearing and the City Clerk shall give notice of the aforesaid hearing in the manner provided by Ordinance and by law.

Be it further resolved by the Governing Body of the City of Independence that its authority for the actions set forth herein is established pursuant to K.S.A. 12-1751 ET. SEQ.

Adopted this 11th day of December 2025.

Mayor

City Clerk

(SEAL)

CITY OF INDEPENDENCE SEAL KANSAS

CITY OF INDEPENDENCE KANSAS
"Delivering Excellence"

**CITY OF INDEPENDENCE, KANSAS**
**Office of the Building Official**
120 N. 6th Street • Independence, KS 67301
Phone: (620) 332-2528 • Email: davidc@independenceks.gov

---

**Date:** November 24, 2025

**To:**
**Neil Erbe**
6422 S. 109th East Ave
Tulsa, Ok. 74133

---

**RE:** Notice of Setting a Date for a Public Hearing to Consider Condemnation of Property
**Property Location: 112 W. Oak Street**

**Lien Holder:**

Dear Mr. Erbe:

On **November 1, 2025**, pursuant to **K.S.A. 12-1752**, the enforcing officer for the City of Independence, Kansas, will request that the **City Commission** set a **public hearing date** to consider whether the structure(s) located at **112 W. Oak Street** are unsafe or dangerous, and whether they should be ordered by the Governing Body to be repaired or demolished.

The City has received reports from Code Enforcement staff and neighboring residents indicating that the structure(s) at this address are **vacant, deteriorated, and in disrepair**. Observed conditions include **broken/boarded-up windows, a shed/garage full of debris,** and the fact that **City utility services were last active on 8/10/2024**.

To avert condemnation proceedings for the above-referenced property, it is imperative that the following actions be undertaken **without delay**:

1. **Mortgage/Lien Holder Information** – Provide the City with the current mortgage or lien holder and insurance information.
   Note¿FAMI.Insurance.provided.notification.onJune.8?868❶
2. **Structural Repair** – If you intend to repair the structure, submit a **detailed plan and timeline** outlining the steps you will take to restore the building to a safe and usable condition.

CITY OF INDEPENDENCE KANSAS
"Delivering Excellence"

3. **Property Maintenance** – Maintain the property in accordance with City Code, including **regular mowing, trimming of vegetation, and removal of all trash and debris**.
4. **Demolition Procedures** – If you choose to demolish the structure, begin the process immediately and provide the City with a **timeline for demolition and site clearance**. A **City-issued demolition permit** is required prior to any such work.

**Commission Meeting – Setting the Date for a Public Hearing:**

- **Date:** **December 11, 2025**
- **Time:** **5:30 PM**
- **Location:** **120 N. 6th – Commission Meeting Room 1st Floor**

Should you need clarification or wish to discuss this matter further, please contact me at your convenience at **(620) 332-2528** (office), **(620) 330-0056** (mobile), or via email at **davidc@independenceks.gov**.

Your prompt cooperation in addressing this matter is appreciated.
Sincerely,

**David J. Cowan**
Assistant City Manager
Building Official / Director
City of Independence, Kansas

Address: 112 W Oak

Utility Account: Y (N) Last Active Service Date: 9/10/2024

Parcel: (Y) N Pictures: Structure-House-Yard-Sides-Rear-Rear Yard

Holes in Roof: (Y) N

Notes: Needs lots of Repair

Missing Windows: Y (N)

Notes: Broken/Boarded

Open Doors: Y (N)

Notes:

Yard ~~Not~~ Mowed: Y (N) Trash or Debris: (Y) N

Notes: Kept up Looks like trash in overgrowth inside home house

Other Notes: Shed/Garage falling - disrepair
Lots of Repair needed

Print Page

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**The Parcel Number for this Property is 063-099-30-0-20-10-008.00-0**
**Quick Ref ID: 5742**

## Owner Information

| | |
|---|---|
| **Owner Name** | ERBE, NEIL R |
| **Address** | 6422 S 109TH EAST AVE TULSA, OK 74133 |

## Property Situs Address

| | |
|---|---|
| **Address** | 112 W OAK ST, Independence, KS 67301 |

## Land Based Classification System

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

## General Property Information

| | |
|---|---|
| **Prop Class** | Residential - R |
| **Living Units** | 1 |
| **Zoning** | |
| **Neighborhood** | 108.A |
| **Tax Unit Group** | 108 |

## Property Factors

| | |
|---|---|
| **Topography** | Level - 1 |
| **Utilities** | All Public - 1 |
| **Access** | Paved Road - 1 Alley - 7 |
| **Fronting** | Residential Street - 4 |
| **Location** | Neighborhood or Spot - 6 |
| **Parking Type** | On and Off Street - 3 |
| **Parking Quantity** | Adequate - 2 |
| **Parking Proximity** | On Site - 3 |
| **Parking Covered** | |
| **Parking Uncovered** | |

## 2025 Appraised Value

| Class | Land | Building | Total |
|---|---|---|---|
| Residential - R | 10,770 | 10,300 | 21,070 |
| | | | |
| Total | 10,770 | 10,300 | 21,070 |

## 2024 Appraised Value

| Class | Land | Building | Total |
|---|---|---|---|
| Residential - R | 10,790 | 9,090 | 19,880 |
| | | | |
| Total | 10,790 | 9,090 | 19,880 |

## Tract Description

TROLLEY TRACT ADD, S30, T32, R16, BLOCK G, 6617 SQUARE FEET, W 50' OF E/2 LTS 86 & 87; W 50' OF E/2 LT 88 EX N 20' BLK G; TROLLEY TRACT ADD; Lot Width: 050.0 Lot Depth: 133.6 Plat Book/Page A /13 Deed Book/Page 461 /323 319 /498

## Deed Information

| Book1 | Page1 | Book2 | Page2 | Book3 | Page3 | Book4 | Page4 |
|---|---|---|---|---|---|---|---|
| 461 | 323 | | | | | | |

## Market Land Information

| Method | Type | AC/SF | Eff FF | Depth | D-Fact | Inf1 | Fact1 | Inf2 | Fact2 | Ovrd | Class | Value Est |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sqft | Primary Site - 1 | 6617 | | | | | | | | | | 10,770 |

## Dwelling Information

| Dwelling Information | |
|---|---|
| Res Type | Single-family Residence |
| Quality | FR |
| Year Built | 1920 |
| Eff Year | |
| MS Style | One Story |
| LBCSStruct | Detached SFR unit |
| No. of Units | |
| Total Living Area | |
| Calculated Area | 1,108 |
| Main Floor Living Area | 1,108 |
| Upper Floor Living Area Pct. | |
| CDU | PR- |
| Phys/Func/Econ | VP/ / |
| Ovr Pct Gd/RCN | /131,720 |
| Remodel | 1997 |
| Percent Complete | |
| Assessment Class | |
| MU Cls/Pct | |

| Comp Sales Information | |
|---|---|
| Arch Style | Bungalow |
| Bsmt Type | Crawl - 2 |
| Total Rooms | 5 |
| Bedrooms | 2 |
| Family Rooms | |
| Full Baths | 1 |
| Half Baths | |
| Garage Cap | |
| Foundation | Block - 3 |

### Dwelling Components

| Code | Units | Pct | Quality | Year |
|---|---|---|---|---|
| Enclosed Wood Deck (SF), Solid Wall | 64 | | | |
| Raised Enclosed Porch (SF), Knee Walls w/ Glass | 159 | | | |
| Composition Shingle | | 100 | | |
| Floor Furnace | | 100 | | |
| Plumbing Rough-ins (#) | 1 | | | |
| Raised Slab Porch (SF) with Roof | 32 | | | |
| Frame, Siding, Vinyl | | 100 | | |
| Raised Subfloor (% or SF) | | 100 | | |
| Plumbing Fixtures (#) | 5 | | | |
| Automatic Floor Cover Allowance | | | | |

### Building Improvements

| Id | Occupancy | MSCls | Rank | Qty | Yr Blt | Eff Yr | LBCS | Area | Perim | Hgt | Dimensions | Stories | Phys | Func | Econ | OVR% | Rsn | Cls | RCN | %Gd | Value |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 36 | Tool Shed | D | 1.00 | 1 | 1920 | | | 221 | 60 | 8 | 17 X 13 | 1 | 1 | 1 | | | | | 3,170 | 2 | 60 |

### Building Improvement Components

| Id | Code | Units | Pct | Size | Other | Rank | Year |
|---|---|---|---|---|---|---|---|
| 36 | Single -Wall-Boards on Wood | | 100 | | | | |

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Security 1st Title

# Report Cover Page

| | | | |
|---|---|---|---|
| Date: | **11/23/2025** | Prepared For: | **City of Independence** |
| Order No.: | **3163545** | Owner(s): | **Neil R. Erbe** |
| Issuing Office: | **Security 1st Title**<br>**114 N. Pennsylvania Avenue**<br>**Independence, KS 67301** | Property Address: | **112 W Oak St, Independence, KS 67301** |

**Note:** The documents linked in this report should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Tax Information:**

099-30-0-20-10-008.00-0

Security 1st Title

Date: November 23, 2025
Property Address: 112 W Oak St, Independence, KS 67301

File No.: 3163545
Title Contact: Mary Jo Wallis
Contact E-mail: mwallis@security1st.com

# OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:
City of Independence
David Cowan
120 N. 6th Street
Independence, KS 67301

Effective Date of this Report: November 07, 2025 at 7:00 A.M.

On Real Estate described as:

**The West 50 feet of the E/2 of Lots 86 and 87, and the West 50 feet of the E/2 of Lot 88, except the North 20 feet, Block "G", Trolley Tract Addition to the City of Independence, Montgomery County, Kansas**

The Public Records located in Montgomery County indicate that:

A. Interest in the Land described in this Report is owned, at the Report Effective Date, by:

   Neil R. Erbe

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

   1. The County Tax Records indicated that the real estate taxes are:

      General taxes and special assessments for the year 2025 in the amount of $395.32, NOT PAID.

      Tax Parcel No. # 099-30-0-20-10-008-00-0-01

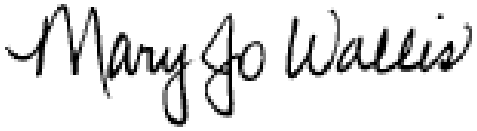
      PIN # IC 5530

This Report is limited to only the information described above.

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

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

Security 1st Title



Licensed Abstracter

# REQUEST FOR COMMISSION ACTION
# CITY OF INDEPENDENCE
# February 26, 2026

**Department** Admin **Director Approval** David Cowan

**AGENDA ITEM** Public Hearing to consider condemnation of 208 S. Earl Street as dangerous and unsafe.

**SUMMARY RECOMMENDATION** City Staff recommends condemnation as dangerous and unsafe

**BACKGROUND**

The property located at 208 S. Earl has been previously reported to the City for issues involving the condition of the primary structure and environmental issues. Upon inspection, City staff observed that both structures are in significant disrepair, pose safety hazards, and no city utilities since 9/21/2016.

City staff recommends condemnation of the structure as dangerous and unsafe.

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

**SUGGESTED MOTION** I move to adopt a resolution condemning of 208 S. Earl Street as dangerous and unsafe.

**SUPPORTING DOCUMENTS**

1. RESOLUTION 2026-032 - CONDEMNATION - DAYS - 208 S Earl
2. 208 S. Earl Photo
3. 2026 - Notice of Public Hearing Date - 1st Letter - Cert - 11242025
4. 2025-070 - Condemnation - P_H - 208 S Earl
5. 2026 - 208 S. Earl - Setting Date of Public Hearing
6. 208 S. Earl - Determination of Unsafe or Dangerous Structure
7. 3160127_OE_Report
8. Notes & Parcel - 208 S Earl

**RESOLUTION NO. 2026-032**

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 14, Block 2, Chaney's Addition to the City of Independence, Montgomery County, Kansas

Common Address
208 S Earl St.

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 11th day of December 2025, 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. #2025—070**, dated **December 11, 2025**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **December 17, 2025 and December 24, 2025**, 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 14, Block 2, Chaney's Addition to the City of Independence, Montgomery County, Kansas

Common Address
208 S Earl 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 26th day of February, 2026.

(SEAL)

_____
Mayor

_____
City Clerk

# 208 S. Earl

CITY OF INDEPENDENCE KANSAS
"Delivering Excellence"

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

**NOTICE OF PUBLIC HEARING TO CONSIDER CONDEMNATION OF PROPERTY**

Date: December 19, 2025

TO: **Brian Luckett**
Lien Holder:

RE: Unsafe or Dangerous Structure at: **208 S. Earl St.**

Property records reflect that you are the owner or occupant of the above-described Property. This letter is being provided to you pursuant to K.S.A. 12-1751 et sea to advise you that staff for the City of Independence, Kansas, has determined that the Property is "unsafe or dangerous" and subject to condemnation or being ordered to be repaired or demolished.

On **December 11, 2025**, the City Commission adopted a Resolution for a public hearing to be held on **February 26, 2026, at 120 N. 6th Street**, Commission Room, Independence, Kansas 67301. The public hearing will commence at **5:30 p.m.** At such hearing, the owner of the Property, the owner's agent, lienholders or record, and any occupant may appear and show cause why the structure(s) on the Property should not be condemned and ordered repaired or demolished.

On the date of the hearing, the Governing Body shall hear the evidence (if any) presented. If the Governing Body finds that the Property is unsafe or dangerous, then the Governing Body may direct the structure(s) to be repaired or removed and the Property made safe and secure. The Governing Body shall also fix a reasonable time within which the repair or removal shall be commenced and, if the owner fails to commence the repair or removal within the time stated, or fails to diligently prosecute the same to completion, the Governing Body will cause the structure to be repaired or razed and removed.

Please contact us as soon as possible so that we may review the steps that must be undertaken to bring the Property into compliance and no longer be regarded as unsafe or dangerous. To that end, please find enclosed a proposed Remediation Agreement. With a signed Remediation Agreement—together with a scope of work and proof of funds—City staff will can recommend to the Governing Body that further enforcement actions be stayed pending compliance with the Remediation Agreement.

Thank you for your prompt attention to this matter.

David Cowan

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

Assistant City Manager – Building & Code Enforcement

Attachments/Enclosures: Resolution No. **2025.070**
Draft Remediation Agreement

cc:

State of Kansas, Montgomery County
This instrument was filed for
Record on December 15, 2025 8:36 AM
Recorded in Book 752 Page 1332- 1332
Fee: $0.00 202503912
Marilyn Calhoun , Register of Deeds

# RESOLUTION NO. 2025-070

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF HEARING BEFORE THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS, OF WHICH OWNERS, OWNERS AGENTS, LIEN HOLDERS OF RECORD AND ANY OCCUPANTS, IF ANY, OF THE STRUCTURE OR STRUCTURES IDENTIFIED BELOW, IN SAID CITY MAY APPEAR AND SHOW CAUSE WHY SAID STRUCTURE OR STRUCTURES SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED PURSUANT TO K.S.A. 12-1751 ET. SEQ.

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 11th day of December 2025, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

**Legal:** Lot 14, Block 2, Chaney's Addition to the City of Independence, Montgomery County, Kansas.

**Common Address:** 208 S Earl St.

**Mortgage:**

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

That a public hearing will be held on Thursday, **February 26, 2026** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6th Street, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

Be it further resolved that the City Clerk shall cause this Resolution to be published one time each week for two consecutive weeks on the same day of each week, that at least thirty (30) days shall elapse between the last publication and the date set for hearing and the City Clerk shall give notice of the aforesaid hearing in the manner provided by Ordinance and by law.

Be it further resolved by the Governing Body of the City of Independence that its authority for the actions set forth herein is established pursuant to K.S.A. 12-1751 ET. SEQ.

Adopted this 11th day of December 2025.

W. S. [illegible]
Mayor

David Shrum
City Clerk

(SEAL)

CITY OF INDEPENDENCE SEAL KANSAS

“Delivering Excellence”

**CITY OF INDEPENDENCE, KANSAS**
**Office of the Building Official**
120 N. 6th Street • Independence, KS 67301
Phone: (620) 332-2528 • Email: davidc@independenceks.gov

---

**Date:** 11/14/25

**To:**
**Brian Luckett**
**984 Hot Shot Dr**
**Clarksville, Tn 37042**

---

**RE:** Notice of Setting a Date for a Public Hearing to Consider Condemnation of Property

**Property Location:** 208 S. Earl
**Lien Holder:**

Dear Mr. Luckett:

On **October 17, 2025**, pursuant to **K.S.A. 12-1752**, the enforcing officer for the City of Independence, Kansas, will request that the **City Commission** set a **public hearing date** to consider whether the structure(s) located at **208 S. Earl Street** are unsafe or dangerous, and whether they should be ordered by the Governing Body to be repaired or demolished.

The City has received reports from Code Enforcement staff and neighboring residents indicating that the structure(s) at this address are **vacant, deteriorated, and in disrepair**. Observed conditions include **roof in disrepair, open doors, broken windows and vegetation overgrown** and the fact that **City utility services were last active on 9/21/2016**.

To avert condemnation proceedings for the above-referenced property, it is imperative that the following actions be undertaken **without delay**:

1. **Mortgage/Lien Holder Information** – Provide the City with the current mortgage or lien holder and insurance information.
   *Note: FAMI Insurance provided notification on June 2, 2025.*
2. **Structural Repair** – If you intend to repair the structure, submit a **detailed plan and timeline** outlining the steps you will take to restore the building to a safe and usable condition.

CITY OF INDEPENDENCE KANSAS

"Delivering Excellence"

3. **Property Maintenance** – Maintain the property in accordance with City Code, including **regular mowing, trimming of vegetation, and removal of all trash and debris**.
4. **Demolition Procedures** – If you choose to demolish the structure, begin the process immediately and provide the City with a **timeline for demolition and site clearance**. A **City-issued demolition permit** is required prior to any such work.

**Commission Meeting – Setting the Date:**

- **Date:** **December 11, 2025**
- **Time:** **5:30 PM**
- **Location:** **120 N. 6th – Commission Meeting Room 1st Floor**

Should you need clarification or wish to discuss this matter further, please contact me at your convenience at **(620) 332-2528** (office), **(620) 330-0056** (mobile), or via email at **davidc@independenceks.gov**.

Your prompt cooperation in addressing this matter is appreciated.
Sincerely,

**David J. Cowan**
Assistant City Manager
Building Official / Director
City of Independence, Kansas

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

# DETERMINATION OF UNSAFE OR DANGEROUS STRUCTURE

Date: November 14, 2025
Address: **208 S. Earl**
Owner: **Brian Luckett**
Parcel No.: **099-31-0-10-23-004-00-0-01**
Legal Description: **Lot 14, Block 2, Chaney's Addition to the City of Independence, Montgomery County, Kansas**

Date of Inspection: October 17, 2025

**The City of Independence, Kansas, has determined that the above-described structures or property are "unsafe", "dangerous", "hazardous", and/or "unfit for human occupancy" under the City Codes and Ordinance 4466 as adopted for the following reasons:**

## UNSAFE STRUCTURES

_X__ Does not provide minimum safeguards to protect or warn occupants in the event of fire.
_X__ Such structure contains unsafe infrastructure, structure or equipment
_X__ Such structure is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

Additional Findings: _____
_____
_____
_____

## DANGEROUS STRUCTURES

☐ Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the City as related to the requirements for existing buildings.

☐ The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

**XX**☐ Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

**XX**☐ Any portion of a building, or any member, appurtenance, or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.

**XX**☐ The building or structure, or part of the building or structure, because of dilapidation,

deterioration, decay, faulty construction, the removal or movement of some portion of the ground
necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

XX☐ The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

☐ The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children that might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

xx☐ A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

xx☐ Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

xx☐ Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

**STRUCTURES UNFIT FOR HUMAN OCCUPANCY**

xx☐ A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by City Code and IBC, as adopted by the City, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

Security 1st Title

# Report Cover Page

| | | | |
|---|---|---|---|
| Date: | **11/14/2025** | Prepared For: | **City of Independence** |
| Order No.: | **3160127** | Owner(s): | **Brian Kenatra Luckett** |
| Issuing Office: | **Security 1st Title**<br>**114 N. Pennsylvania Avenue**<br>**Independence, KS 67301** | Property Address: | **208 S Earl St, Independence, KS 67301** |

**Note:** The documents linked in this report should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Tax Information:**

099-31-0-10-23-004.00-0

Security 1st Title

Date: November 14, 2025
Property Address: 208 S Earl St, Independence, KS 67301

File No.: 3160127
Title Contact: Mary Jo Wallis
Contact E-mail: mwallis@security1st.com

# OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:
City of Independence
David Cowan
120 N. 6th Street
Independence, KS 67301

Effective Date of this Report: November 01, 2025 at 7:00 A.M.

On Real Estate described as:

**Lot 14, Block 2, Chaney's Addition to the City of Independence, Montgomery County, Kansas**

The Public Records located in Montgomery County indicate that:

A. Interest in the Land described in this Report is owned, at the Report Effective Date, by:

Brian Kenatra Luckett

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

1. The County Tax Records indicated that the real estate taxes are:

General taxes and special assessments for the year 2025 in the amount of $255.74, NOT PAID.

Tax Parcel No. # 099-31-0-10-23-004-00-0-01

PIN # IC 4297

2. The County Tax Records indicated that the real estate taxes are:

General taxes and special assessments for the year 2024 in the amount of $245.82, NOT PAID.

Tax Parcel No. # 087-25-0-40-09-005-00-0-01

PIN # IC 4297

3. The County Tax Records indicated that the real estate taxes are:

   General taxes and special assessments for the year 2023 in the amount of $238.56, NOT PAID.

   Tax Parcel No. # 087-25-0-40-09-005-00-0-01

   PIN # IC 4297

4. The County Tax Records indicated that the real estate taxes are:

   General taxes and special assessments for the year 2022 in the amount of $269.58, NOT PAID.

   Tax Parcel No. # 087-25-0-40-09-005-00-0-01

   PIN # IC 4297

5. The County Tax Records indicated that the real estate taxes are:

   General taxes and special assessments for the year 2021 in the amount of $255.10, NOT PAID.

   Tax Parcel No. # 087-25-0-40-09-005-00-0-01

   PIN # IC 4297

6. The County Tax Records indicated that the real estate taxes are:

   General taxes and special assessments for the year 2020 in the amount of $254.56, NOT PAID.

   Tax Parcel No. # 087-25-0-40-09-005-00-0-01

   PIN # IC 4297

7. The County Tax Records indicated that the real estate taxes are:

   General taxes and special assessments for the year 2019 in the amount of $253.92, NOT PAID.

   Tax Parcel No. # 087-25-0-40-09-005-00-0-01

   PIN # IC 4297

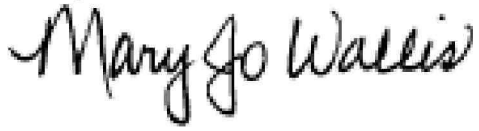
This Report is limited to only the information described above.

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

The total liability of this Company by reason of losses and damages that may occur by reason of any errors and

omissions in this Company's report is limited to the fee it received for the preparation and issuance of this report.

Security 1st Title



Licensed Abstracter

**Address:** 208 S Ean

**Utility Account:** Y (N) **Last Active Service Date:** 9/21/2016

**Parcel:** (Y) N **Pictures:** Structure-House-Yard-Sides-Rear-Rear Yard

**Holes in Roof:** (Y) N

**Notes:** Front porch collapsed

**Missing Windows:** (Y) N

**Notes:** Broken/Missing/Boarded

**Open Doors:** Y (N)

**Notes:**

**Yard ~~Not~~ Mowed:** (Y) N **Trash or Debris:** (Y) N

**Notes:** Recent mow In Back

**Other Notes:** Complete disrepair

Print Page

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View Sketch --- Back to Search Page --- Home

# The Parcel Number for this Property is 063-099-31-0-10-23-004.00-0
# Quick Ref ID: 6705

## Owner Information

| | |
|---|---|
| **Owner Name** | LUCKETT, BRIAN KENATRA |
| **Address** | 984 HOT SHOT DR CLARKSVILLE, TN 37042 |

## Property Situs Address

| | |
|---|---|
| **Address** | 208 S EARL ST, Independence, KS 67301 |

## Land Based Classification System

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

## General Property Information

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

## Property Factors

| | |
|---|---|
| **Topography** | Level - 1 |
| **Utilities** | All Public - 1 |
| **Access** | Paved Road - 1 Alley - 7 |
| **Fronting** | Residential Street - 4 |
| **Location** | Neighborhood or Spot - 6 |
| **Parking Type** | On and Off Street - 3 |
| **Parking Quantity** | Adequate - 2 |
| **Parking Proximity** | On Site - 3 |
| **Parking Covered** | |
| **Parking Uncovered** | |

## 2025 Appraised Value

| Class | Land | Building | Total |
|---|---|---|---|
| Residential - R | 4,370 | 9,260 | 13,630 |
| | | | |
| Total | 4,370 | 9,260 | 13,630 |

## 2024 Appraised Value

| Class | Land | Building | Total |
|---|---|---|---|
| Residential - R | 4,370 | 8,490 | 12,860 |
| | | | |
| Total | 4,370 | 8,490 | 12,860 |

## Tract Description

CHANEYS ADD, S31, T32, R16, BLOCK 2, Lot 14, LOT WIDTH: 050.0 LOT DEPTH: 140.0 Plat Book/Page 6 /1 Deed Book/Page 657 /826 648 /645 634 /20 593 /50 586 /753 562 /521 478 /132 302 /350

## Deed Information

| Book1 | Page1 | Book2 | Page2 | Book3 | Page3 | Book4 | Page4 |
|---|---|---|---|---|---|---|---|
| 657 | 826 | 648 | 645 | 634 | 20 | 593 | 50 |

## Market Land Information

| Method | Type | AC/SF | Eff FF | Depth | D-Fact | Inf1 | Fact1 | Inf2 | Fact2 | Ovrd | Class | Value Est |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sqft | Primary Site - 1 | 7000 | | | | | | | | | | 4,370 |

## Dwelling Information

| Dwelling Information | |
|---|---|
| **Res Type** | Single-family Residence |
| **Quality** | FR- |
| **Year Built** | 1920 |
| **Eff Year** | |
| **MS Style** | One Story |
| **LBCSStruct** | Detached SFR unit |
| **No. of Units** | |
| **Total Living Area** | |
| **Calculated Area** | 904 |
| **Main Floor Living Area** | 904 |
| **Upper Floor Living Area Pct.** | |
| **CDU** | PR |
| **Phys/Func/Econ** | PR-/ / |
| **Ovr Pct Gd/RCN** | /105,680 |
| **Remodel** | |
| **Percent Complete** | |
| **Assessment Class** | |
| **MU Cls/Pct** | |

| Comp Sales Information | |
|---|---|
| **Arch Style** | Bungalow |
| **Bsmt Type** | Crawl - 2 |
| **Total Rooms** | 4 |
| **Bedrooms** | 2 |
| **Family Rooms** | |
| **Full Baths** | 1 |
| **Half Baths** | |
| **Garage Cap** | |
| **Foundation** | Block - 3 |

| Dwelling Components | | | | |
|---|---|---|---|---|
| **Code** | **Units** | **Pct** | **Quality** | **Year** |
| Enclosed Wood Deck (SF), Solid Wall | 120 | | | |
| Frame, Siding, Wood | | 100 | | |
| Raised Subfloor (% or SF) | | 100 | | |
| Plumbing Rough-ins (#) | 1 | | | |
| Wall Furnace | | 100 | | |
| Wood Deck (SF) with Roof | 36 | | 1 | |
| Composition Shingle | | 100 | | |

| | | | | |
|---|---|---|---|---|
| Plumbing Fixtures (#) | 5 | | | |
| Automatic Floor Cover Allowance | | | | |
| Wood Deck (SF) | 36 | | | |

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# REQUEST FOR COMMISSION ACTION
# CITY OF INDEPENDENCE
# February 26, 2026

**Department** Admin **Director Approval** David Cowan

**AGENDA ITEM** Public Hearing to consider condemnation of 417 N. 2nd Street as dangerous and unsafe.

**SUMMARY RECOMMENDATION** City Staff recommends condemning the property as dangerous and unsafe.

**BACKGROUND**

The property located at 417 N. 2nd has been previously reported to the City for issues involving the condition of the primary structure and environmental issues. Upon inspection, City staff observed that both structures are in disrepair, pose safety hazards, and report the presence of animals in the house. The City has had no contact from the owner of the residence.

City staff recommends condemnation of the structure as dangerous and unsafe.

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

**SUGGESTED MOTION** I move to adopt a resolution condemning 417 N. 2nd Street as dangerous and unsafe.

**SUPPORTING DOCUMENTS**

1. RESOLUTION 2026-033 - CONDEMNATION - DAYS - 417 N 2nd
2. 417 N. 2nd Photos
3. 2026 - Notice of Public Hearing Date - 1st Letter - Cert - 11242025
4. 2025-071 - Condemnation - P_H - 417 N 2nd
5. 2026 - 417 N. 2nd - Setting Date of Public Hearing
6. 417 N. 2nd - Determination of Unsafe or Dangerous Structure
7. 3160044_OE_Report
8. Notes & Parcel - 417 N 2nd

**RESOLUTION NO. 2026-033**

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 2, Block 2, Nichol's Subdivision to the City of Independence, Montgomery County, Kansas

Common Address
417 N 2nd St.

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 11th day of December 2025, 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. #2025—071**, dated **December 11, 2025**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **December 19, 2025 and December 26, 2025**, 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 2, Block 2, Nichol's Subdivision to the City of Independence, Montgomery County, Kansas

Common Address
417 N 2nd 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 26th day of February, 2026.

(SEAL)

_____
Mayor

_____
City Clerk

# 417 N. 2nd

CITY OF INDEPENDENCE KANSAS
"Delivering Excellence"

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

**NOTICE OF PUBLIC HEARING TO CONSIDER CONDEMNATION OF PROPERTY**

Date: December 19, 2025

TO: **Thomas Nance**
Lien Holder:

RE: Unsafe or Dangerous Structure at: **417 N. 2nd**

Property records reflect that you are the owner or occupant of the above-described Property. This letter is being provided to you pursuant to K.S.A. 12-1751 et sea to advise you that staff for the City of Independence, Kansas, has determined that the Property is "unsafe or dangerous" and subject to condemnation or being ordered to be repaired or demolished.

On **December 11, 2025**, the City Commission adopted a Resolution for a public hearing to be held on **February 26, 2026, at 120 N. 6th Street**, Commission Room, Independence, Kansas 67301. The public hearing will commence at **5:30 p.m.** At such hearing, the owner of the Property, the owner's agent, lienholders or record, and any occupant may appear and show cause why the structure(s) on the Property should not be condemned and ordered repaired or demolished.

On the date of the hearing, the Governing Body shall hear the evidence (if any) presented. If the Governing Body finds that the Property is unsafe or dangerous, then the Governing Body may direct the structure(s) to be repaired or removed and the Property made safe and secure. The Governing Body shall also fix a reasonable time within which the repair or removal shall be commenced and, if the owner fails to commence the repair or removal within the time stated, or fails to diligently prosecute the same to completion, the Governing Body will cause the structure to be repaired or razed and removed.

Please contact us as soon as possible so that we may review the steps that must be undertaken to bring the Property into compliance and no longer be regarded as unsafe or dangerous. To that end, please find enclosed a proposed Remediation Agreement. With a signed Remediation Agreement—together with a scope of work and proof of funds—City staff will can recommend to the Governing Body that further enforcement actions be stayed pending compliance with the Remediation Agreement.

Thank you for your prompt attention to this matter.

David Cowan

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

Assistant City Manager – Building & Code Enforcement

Attachments/Enclosures: Resolution No. **2025.071**
Draft Remediation Agreement

cc:

State of Kansas, Montgomery County
This instrument was filed for
Record on December 15, 2025 8:37 AM
Recorded in Book 752 Page 1333- 1333
Fee: $0.00 202503913
Marilyn Calhoun
Marilyn Calhoun , Register of Deeds

# RESOLUTION NO. 2025-071

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF HEARING BEFORE THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS, OF WHICH OWNERS, OWNERS AGENTS, LIEN HOLDERS OF RECORD AND ANY OCCUPANTS, IF ANY, OF THE STRUCTURE OR STRUCTURES IDENTIFIED BELOW, IN SAID CITY MAY APPEAR AND SHOW CAUSE WHY SAID STRUCTURE OR STRUCTURES SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED PURSUANT TO K.S.A. 12-1751 ET. SEQ.

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 11th day of December 2025, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

**Legal:** Lot 2, Block 2, Nichol's Subdivision to the City of Independence, Montgomery County, Kansas.

**Common Address:** 417 N 2nd St.

**Mortgage:**

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

That a public hearing will be held on Thursday, **February 26, 2026** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6th Street, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

Be it further resolved that the City Clerk shall cause this Resolution to be published one time each week for two consecutive weeks on the same day of each week, that at least thirty (30) days shall elapse between the last publication and the date set for hearing and the City Clerk shall give notice of the aforesaid hearing in the manner provided by Ordinance and by law.

Be it further resolved by the Governing Body of the City of Independence that its authority for the actions set forth herein is established pursuant to K.S.A. 12-1751 ET. SEQ.

Adopted this 11th day of December 2025.

(SEAL)

Mayor

City Clerk

"Delivering Excellence"

**CITY OF INDEPENDENCE, KANSAS**
**Office of the Building Official**
120 N. 6th Street • Independence, KS 67301
Phone: (620) 332-2528 • Email: davidc@independenceks.gov

---

**Date:** 11/14/25

**To:**
**Thomas Nance**
912 E. Maple
Independence, Ks. 67301

---

**RE:** Notice of Setting a Date for a Public Hearing to Consider Condemnation of Property

**Property Location: 417 N. 2nd**
**Lien Holder:**

Dear **Mr. Nance:**

On **October 17, 2025**, pursuant to **K.S.A. 12-1752**, the enforcing officer for the City of Independence, Kansas, will request that the **City Commission** set a **public hearing date** to consider whether the structure(s) located at **417 N. 2nd Street** are unsafe or dangerous, and whether they should be ordered by the Governing Body to be repaired or demolished.

The City has received reports from Code Enforcement staff and neighboring residents indicating that the structure(s) at this address are **vacant, deteriorated, and in disrepair**. Observed conditions include **open windows, reports of animals in the house, over growth of vegetation, and disrepair**.

To avert condemnation proceedings for the above-referenced property, it is imperative that the following actions be undertaken **without delay**:

1. **Mortgage/Lien Holder Information** – Provide the City with the current mortgage or lien holder and insurance information.
   *Note: FAMI Insurance provided notification on June 2, 2025.*
2. **Structural Repair** – If you intend to repair the structure, submit a **detailed plan and timeline** outlining the steps you will take to restore the building to a safe and usable condition.

CITY OF INDEPENDENCE KANSAS

"Delivering Excellence"

3. **Property Maintenance** – Maintain the property in accordance with City Code, including **regular mowing, trimming of vegetation, and removal of all trash and debris**.
4. **Demolition Procedures** – If you choose to demolish the structure, begin the process immediately and provide the City with a **timeline for demolition and site clearance**. A **City-issued demolition permit** is required prior to any such work.

**Commission Meeting – Setting the Date:**

- **Date:** **December 11, 2025**
- **Time:** **5:30 PM**
- **Location:** **120 N. 6th – Commission Meeting Room 1st Floor**

Should you need clarification or wish to discuss this matter further, please contact me at your convenience at **(620) 332-2528** (office), **(620) 330-0056** (mobile), or via email at **davidc@independenceks.gov**.

Your prompt cooperation in addressing this matter is appreciated.
Sincerely,

**David J. Cowan**
Assistant City Manager
Building Official / Director
City of Independence, Kansas

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

# DETERMINATION OF UNSAFE OR DANGEROUS STRUCTURE

Date: November 14, 2025
Address: **417 N. 2nd**
Owner: **Thomas Nance**
Parcel No.: **099-30-0-40-13-011-00-0-01**
Legal Description: **Lot 2, Nichol's Subdivision of Block 2, City of Independence, Montgomery County, Kansas**

Date of Inspection: October 17, 2025

**The City of Independence, Kansas, has determined that the above-described structures or property are "unsafe", "dangerous", "hazardous", and/or "unfit for human occupancy" under the City Codes and Ordinance 4466 as adopted for the following reasons:**

## UNSAFE STRUCTURES

___ Does not provide minimum safeguards to protect or warn occupants in the event of fire.
_X__ Such structure contains unsafe infrastructure, structure or equipment
___ Such structure is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

Additional Findings: _____
_____
_____
_____

## DANGEROUS STRUCTURES

☐ Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the City as related to the requirements for existing buildings.

☐ The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

☐ Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ Any portion of a building, or any member, appurtenance, or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.

XX☐ The building or structure, or part of the building or structure, because of dilapidation,

deterioration, decay, faulty construction, the removal or movement of some portion of the ground
necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

☐ The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

☐ The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children that might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

xx☐ A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

☐ Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

xx☐ Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

**STRUCTURES UNFIT FOR HUMAN OCCUPANCY**

xx☐ A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by City Code and IBC, as adopted by the City, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

Security 1st Title

# Report Cover Page

| | | | |
|---|---|---|---|
| Date: | **11/14/2025** | Prepared For: | **City of Independence** |
| Order No.: | **3160044** | Owner(s): | **Thomas L. Nance** |
| Issuing Office: | **Security 1st Title**<br>**114 N. Pennsylvania Avenue**<br>**Independence, KS 67301** | Property Address: | **417 N 2nd St, Independence, KS 67301** |

**Note:** The documents linked in this report should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Tax Information:**

099-30-0-40-13-011.00-0

Security 1st Title

Date: November 14, 2025
Property Address: 417 N 2nd St, Independence, KS 67301

File No.: 3160044
Title Contact: Mary Jo Wallis
Contact E-mail: mwallis@security1st.com

# OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:
City of Independence
David Cowan
120 N. 6th Street
Independence, KS 67301

Effective Date of this Report: November 01, 2025 at 7:00 A.M.

On Real Estate described as:

**Lot 2, Nichol's Subdivision of Block 2, City of Independence, Montgomery County, Kansas**

The Public Records located in Montgomery County indicate that:

A. Interest in the Land described in this Report is owned, at the Report Effective Date, by:

Thomas L. Nance

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

1. The County Tax Records indicated that the real estate taxes are:

General taxes and special assessments for the year 2025 in the amount of $1,145.48, NOT PAID.

Tax Parcel No. # 099-30-0-40-13-011-00-0-01

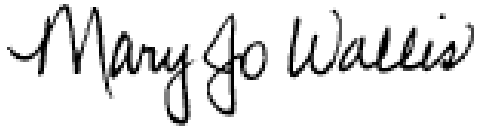
PIN # IC 2

This Report is limited to only the information described above.

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

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

Security 1st Title



Licensed Abstracter

**Address:** 417 N 2nd

**Utility Account:** (Y) N **Last Active Service Date:** Active

**Parcel:** (Y) (N) **Pictures:** Structure-House-Yard-Sides-Rear-Rear Yard

**Holes in Roof:** Y N

**Notes:**

**Missing Windows:** Y N

**Notes:**

**Open Doors:** Y N

**Notes:**

**Yard Not Mowed:** Y N **Trash or Debris:** Y N

**Notes:**

**Other Notes:** House needs some Repair - Occupied

Print Page

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**The Parcel Number for this Property is 063-099-30-0-40-13-011.00-0**
**Quick Ref ID: 6471**

## Owner Information

| | |
|---|---|
| **Owner Name** | NANCE, THOMAS L |
| **Address** | 417 N 2ND ST INDEPENDENCE, KS 67301 |

## Property Situs Address

| | |
|---|---|
| **Address** | 417 N 2ND ST, Independence, KS 67301 |

## Land Based Classification System

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

## General Property Information

| | |
|---|---|
| **Prop Class** | Residential - R |
| **Living Units** | 1 |
| **Zoning** | |
| **Neighborhood** | 108.A |
| **Tax Unit Group** | 108 |

## Property Factors

| | |
|---|---|
| **Topography** | Level - 1 |
| **Utilities** | All Public - 1 |
| **Access** | Paved Road - 1 Alley - 7 |
| **Fronting** | Residential Street - 4 |
| **Location** | Neighborhood or Spot - 6 |
| **Parking Type** | On and Off Street - 3 |
| **Parking Quantity** | Adequate - 2 |
| **Parking Proximity** | On Site - 3 |
| **Parking Covered** | |
| **Parking Uncovered** | |

## 2025 Appraised Value

| Class | Land | Building | Total |
|---|---|---|---|
| Residential - R | 10,930 | 50,150 | 61,080 |
| | | | |
| Total | 10,930 | 50,150 | 61,080 |

## 2024 Appraised Value

| Class | Land | Building | Total |
|---|---|---|---|
| Residential - R | 10,940 | 46,910 | 57,850 |
| | | | |
| Total | 10,940 | 46,910 | 57,850 |

## Tract Description

NICHOLS SUB, S30, T32, R16, BLOCK 2, Lot 2, 6966 SQUARE FEET, LOT WIDTH: 050.0 LOT DEPTH: 140.0 Plat Book/Page 6 /3 Deed Book/Page 635 /1308 592 /469 592 /468 589 /331 589 /220 562 /172 529 /358 527 /321 452 /169 370 /353

## Deed Information

| Book1 | Page1 | Book2 | Page2 | Book3 | Page3 | Book4 | Page4 |
|---|---|---|---|---|---|---|---|
| 635 | 1308 | DOC # | 11 PR | 592 | 469 | 592 | 468 |

## Market Land Information

| Method | Type | AC/SF | Eff FF | Depth | D-Fact | Inf1 | Fact1 | Inf2 | Fact2 | Ovrd | Class | Value Est |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sqft | Primary Site - 1 | 7000 | | | | | | | | | | 10,930 |

## Dwelling Information

| Dwelling Information | |
|---|---|
| Res Type | Single-family Residence |
| Quality | FR+ |
| Year Built | 1915 |
| Eff Year | |
| MS Style | 1 1/2 Story Finished |
| LBCSStruct | Detached SFR unit |
| No. of Units | |
| Total Living Area | |
| Calculated Area | 1,370 |
| Main Floor Living Area | 965 |
| Upper Floor Living Area Pct. | 42 |
| CDU | FR |
| Phys/Func/Econ | PR/ / |
| Ovr Pct Gd/RCN | /200,590 |
| Remodel | |
| Percent Complete | |
| Assessment Class | |
| MU Cls/Pct | |

| Comp Sales Information | |
|---|---|
| Arch Style | Bungalow |
| Bsmt Type | Partial - 3 |
| Total Rooms | 7 |
| Bedrooms | 3 |
| Family Rooms | 1 |
| Full Baths | 1 |
| Half Baths | 1 |
| Garage Cap | 1 |
| Foundation | Stone - 4 |

**Dwelling Components**

| Code | Units | Pct | Quality | Year |
|---|---|---|---|---|
| Attached Garage (SF) | 440 | | | |
| Raised Slab Porch (SF) with Roof | 90 | | 1 | |
| Composition Shingle | | 100 | | |
| Raised Subfloor (% or SF) | | 100 | | |
| Plumbing Fixtures (#) | 7 | | | |
| Single 1-Story Fireplace (#) | 1 | | | |
| Enclosed Wood Deck (SF), Solid Wall | 112 | | | |

| | | | | |
|---|---|---|---|---|
| Garage Finish, Attached (SF) | 440 | | | |
| Frame, Siding/Shingle | | 100 | | |
| Total Basement Area (SF) | 692 | | | |
| Warmed & Cooled Air | | 100 | | |
| Plumbing Rough-ins (#) | 1 | | | |
| Automatic Floor Cover Allowance | | | | |

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Parcel Search powered by Aumentum TECHNOLOGIES

# REQUEST FOR COMMISSION ACTION
# CITY OF INDEPENDENCE
# February 26, 2026

**Department** Admin **Director Approval** David Cowan

**AGENDA ITEM** Public Hearing to consider condemnation of 500 N. Park Blvd as dangerous and unsafe.

**SUMMARY RECOMMENDATION** City Staff recommends adjourning the Public Hearing

**BACKGROUND**

The property located at 500 N. Park Blvd has previously been reported to the City due to concerns regarding the condition of the primary structure and associated environmental issues. Upon inspection, City staff observed that both structures are in disrepair, present safety hazards, and do not appear to have active utility services connected.

City staff recommends that the City Commission adjourn the meeting until December 10, 2026, to provide a group of citizens the opportunity to nominate the structure to the State Historical Society for historic designation and to raise funds for the repair and potential relocation of the structure.

**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 Public Hearing until December 10, 2026, at 5:30 pm.

**SUPPORTING DOCUMENTS**

1. 500 N. Park Blvd Photos
2. 2026 - Notice of Public Hearing Date - 1st Letter - Cert - 11242025
3. 2025-074 - Condemnation - P_H - 500 N Park
4. 2026 - 500 N. Park Blvd - Setting Date of Public Hearing
5. 500 N. Park Blvd - Determination of Unsafe or Dangerous Structure
6. 3159929_OE_Report
7. Notes & Parcel - 500 N Park

# 500 N. Park Blvd

# 500 N. Park Blvd

CITY OF INDEPENDENCE KANSAS
"Delivering Excellence"

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

**NOTICE OF PUBLIC HEARING TO CONSIDER CONDEMNATION OF PROPERTY**

Date: December 19, 2025

TO: **Ken Devore**
Lien Holder:

RE: Unsafe or Dangerous Structure at: **500 N. Park Blvd**

Property records reflect that you are the owner or occupant of the above-described Property. This letter is being provided to you pursuant to K.S.A. 12-1751 et sea to advise you that staff for the City of Independence, Kansas, has determined that the Property is "unsafe or dangerous" and subject to condemnation or being ordered to be repaired or demolished.

On **December 11, 2025**, the City Commission adopted a Resolution for a public hearing to be held on **February 26, 2026, at 120 N. 6th Street**, Commission Room, Independence, Kansas 67301. The public hearing will commence at **5:30 p.m.** At such hearing, the owner of the Property, the owner's agent, lienholders or record, and any occupant may appear and show cause why the structure(s) on the Property should not be condemned and ordered repaired or demolished.

On the date of the hearing, the Governing Body shall hear the evidence (if any) presented. If the Governing Body finds that the Property is unsafe or dangerous, then the Governing Body may direct the structure(s) to be repaired or removed and the Property made safe and secure. The Governing Body shall also fix a reasonable time within which the repair or removal shall be commenced and, if the owner fails to commence the repair or removal within the time stated, or fails to diligently prosecute the same to completion, the Governing Body will cause the structure to be repaired or razed and removed.

Please contact us as soon as possible so that we may review the steps that must be undertaken to bring the Property into compliance and no longer be regarded as unsafe or dangerous. To that end, please find enclosed a proposed Remediation Agreement. With a signed Remediation Agreement—together with a scope of work and proof of funds—City staff will can recommend to the Governing Body that further enforcement actions be stayed pending compliance with the Remediation Agreement.

Thank you for your prompt attention to this matter.

David Cowan

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

Assistant City Manager – Building & Code Enforcement

Attachments/Enclosures: Resolution No. **2025.074**
Draft Remediation Agreement

cc:

State of Kansas, Montgomery County
This instrument was filed for
Record on December 15, 2025 8:40 AM
Recorded in Book 752 Page 1336- 1336
Fee: $0.00 202503916
Marilyn Calhoun
Marilyn Calhoun , Register of Deeds

# RESOLUTION NO. 2025-074

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF HEARING BEFORE THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS, OF WHICH OWNERS, OWNERS AGENTS, LIEN HOLDERS OF RECORD AND ANY OCCUPANTS, IF ANY, OF THE STRUCTURE OR STRUCTURES IDENTIFIED BELOW, IN SAID CITY MAY APPEAR AND SHOW CAUSE WHY SAID STRUCTURE OR STRUCTURES SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED PURSUANT TO K.S.A. 12-1751 ET. SEQ.

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 11th day of December 2025, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

**Legal:** Lots 7, 8 and 9, Allen Brown Addition to the City of Independence, Montgomery County, Kansas.

**Common Address:** 500 N Park Blvd.

**Mortgage:**

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

That a public hearing will be held on Thursday, **February 26, 2026** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6th Street, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

Be it further resolved that the City Clerk shall cause this Resolution to be published one time each week for two consecutive weeks on the same day of each week, that at least thirty (30) days shall elapse between the last publication and the date set for hearing and the City Clerk shall give notice of the aforesaid hearing in the manner provided by Ordinance and by law.

Be it further resolved by the Governing Body of the City of Independence that its authority for the actions set forth herein is established pursuant to K.S.A. 12-1751 ET. SEQ.

Adopted this 11th day of December 2025.

(SEAL)

Mayor

City Clerk

CITY OF INDEPENDENCE KANSAS
"Delivering Excellence"

**CITY OF INDEPENDENCE, KANSAS**
**Office of the Building Official**
120 N. 6th Street • Independence, KS 67301
Phone: (620) 332-2528 • Email: davidc@independenceks.gov

---

**Date:** 11/14/25

**To:**
**Ken Devore**
223 Cement St.
Independence, Ks. 67301

---

**RE:** Notice of Setting a Date for a Public Hearing to Consider Condemnation of Property

**Property Location: 500 N. Park Blvd**
**Lien Holder:**

Dear **Mr. Devore**

On **October 17, 2025**, pursuant to **K.S.A. 12-1752**, the enforcing officer for the City of Independence, Kansas, will request that the **City Commission** set a **public hearing date** to consider whether the structure(s) located at **500 N. Park Blvd Street** are unsafe or dangerous, and whether they should be ordered by the Governing Body to be repaired or demolished.

The City has received reports from Code Enforcement staff and neighboring residents indicating that the structure(s) at this address are **vacant, deteriorated, and in disrepair**. Observed conditions include **open windows, over growth of vegetation, and disrepair**.

To avert condemnation proceedings for the above-referenced property, it is imperative that the following actions be undertaken **without delay**:

1. **Mortgage/Lien Holder Information** – Provide the City with the current mortgage or lien holder and insurance information.
   *Note: FAMI Insurance provided notification on June 2, 2025.*
2. **Structural Repair** – If you intend to repair the structure, submit a **detailed plan and timeline** outlining the steps you will take to restore the building to a safe and usable condition.
3. **Property Maintenance** – Maintain the property in accordance with City Code, including **regular mowing, trimming of vegetation, and removal of all trash and debris**.

“Delivering Excellence”

4. **Demolition Procedures** – If you choose to demolish the structure, begin the process immediately and provide the City with a **timeline for demolition and site clearance**. A **City-issued demolition permit** is required prior to any such work.

**Commission Meeting – Setting the Date:**

- **Date:** **December 11, 2025**
- **Time:** **5:30 PM**
- **Location:** **120 N. 6th – Commission Meeting Room 1st Floor**

Should you need clarification or wish to discuss this matter further, please contact me at your convenience at **(620) 332-2528** (office), **(620) 330-0056** (mobile), or via email at **davidc@independenceks.gov**.

Your prompt cooperation in addressing this matter is appreciated.
Sincerely,

**David J. Cowan**
Assistant City Manager
Building Official / Director
City of Independence, Kansas

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

# DETERMINATION OF UNSAFE OR DANGEROUS STRUCTURE

Date: November 14, 2025
Address: **500 N. Park Blvd**
Owner: **Ken Devore**
Parcel No.: **099-30-0-40-02-006-00-0-01**
Legal Description: **Lots 7, 8 and 9, Allen Brown Addition, City of Independence, Montgomery County, Kansas**

Date of Inspection: October 17, 2025

**The City of Independence, Kansas, has determined that the above-described structures or property are "unsafe", "dangerous", "hazardous", and/or "unfit for human occupancy" under the City Codes and Ordinance 4466 as adopted for the following reasons:**

## UNSAFE STRUCTURES

___ Does not provide minimum safeguards to protect or warn occupants in the event of fire.
_X__ Such structure contains unsafe infrastructure, structure or equipment
__X_ Such structure is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

Additional Findings: _____
_____
_____
_____

## DANGEROUS STRUCTURES

☐ Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the City as related to the requirements for existing buildings.

☐ The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

☐ Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ Any portion of a building, or any member, appurtenance, or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.

XX☐ The building or structure, or part of the building or structure, because of dilapidation,

deterioration, decay, faulty construction, the removal or movement of some portion of the ground
necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

☐ The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

☐ The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children that might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

xx☐ A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

☐ Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

xx☐ Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

**STRUCTURES UNFIT FOR HUMAN OCCUPANCY**

xx☐ A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by City Code and IBC, as adopted by the City, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

Security 1st Title

# Report Cover Page

| | | | |
|---|---|---|---|
| Date: | **11/14/2025** | Prepared For: | **City of Independence** |
| Order No.: | **3159929** | Owner(s): | **Ken Devore** |
| Issuing Office: | **Security 1st Title**<br>**114 N. Pennsylvania Avenue**<br>**Independence, KS 67301** | Property Address: | **500 N Park Blvd, Independence, KS 67301** |

**Note:** The documents linked in this report should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Tax Information:**

099-30-0-40-02-006.00-0

Security 1st Title

Date: November 14, 2025
Property Address: 500 N Park Blvd, Independence, KS 67301

File No.: 3159929
Title Contact: Mary Jo Wallis
Contact E-mail: mwallis@security1st.com

# OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:
City of Independence
David Cowan
120 N. 6th Street
Independence, KS 67301

Effective Date of this Report: November 01, 2025 at 7:00 A.M.

On Real Estate described as:

**Lots 7, 8 and 9, Allen Brown Addition, City of Independence, Montgomery County, Kansas**

The Public Records located in Montgomery County indicate that:

A. Interest in the Land described in this Report is owned, at the Report Effective Date, by:

   Ken Devore

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

   1. The County Tax Records indicated that the real estate taxes are:

      General taxes and special assessments for the year 2025 in the amount of $136.84, NOT PAID.

      Tax Parcel No. # 099-30-0-40-02-006-00-0-01

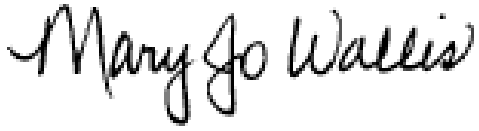
      PIN # IC 1508

This Report is limited to only the information described above.

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

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

Security 1st Title



Licensed Abstracter

**Address:** 500 N Park

**Utility Account:** Y (N) **Last Active Service Date:** N/A

**Parcel:** (Y) N **Pictures:** Structure-House-Yard-Sides-Rear-Rear Yard

**Holes in Roof:** (Y) N

**Notes:**
Missing walls/

**Missing Windows:** (Y) N

**Notes:**
Broken/Boarded up

**Open Doors:** (Y) N

**Notes:**
Open Downstairs

**Yard ~~Not~~ Mowed:** (Y) N **Trash or Debris:** Y (N)

**Notes:**
Yard is mowed recently, building has overgrowth

**Other Notes:**
Graffiti, Missing the back wall of structure

Print Page

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# The Parcel Number for this Property is 063-099-30-0-40-02-006.00-0
# Quick Ref ID: 6411

## Owner Information

| | |
|---|---|
| **Owner Name** | DEVORE, KEN |
| **Address** | 223 CEMENT ST INDEPENDENCE, KS 67301 |

## Property Situs Address

| | |
|---|---|
| **Address** | 500 N PARK BLVD, Independence, KS 67301 |

## Land Based Classification System

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

## General Property Information

| | |
|---|---|
| **Prop Class** | Residential - R |
| **Living Units** | |
| **Zoning** | |
| **Neighborhood** | 108.A |
| **Tax Unit Group** | 108 |

## Property Factors

| | |
|---|---|
| **Topography** | Level - 1 |
| **Utilities** | All Public - 1 |
| **Access** | Paved Road - 1 Sidewalk - 6 |
| **Fronting** | Secondary Street - 3 |
| **Location** | Neighborhood or Spot - 6 |
| **Parking Type** | On Street - 2 |
| **Parking Quantity** | Adequate - 2 |
| **Parking Proximity** | Adjacent - 2 |
| **Parking Covered** | |
| **Parking Uncovered** | |

## 2025 Appraised Value

| Class | Land | Building | Total |
|---|---|---|---|
| Residential - R | 4,170 | 3,120 | 7,290 |
| | | | |
| Total | 4,170 | 3,120 | 7,290 |

## 2024 Appraised Value

| Class | Land | Building | Total |
|---|---|---|---|
| Residential - R | 4,170 | 2,710 | 6,880 |
| | | | |
| Total | 4,170 | 2,710 | 6,880 |

## Tract Description

BROWNS ADD ALLEN BROWN, S30, T32, R16, Lot 7 - 9, Lot Width: 150.0 Lot Depth: 140.0 Plat Book/Page A /35 Deed Book/Page 660 /903 589 /271 443 /395 271 /227

## Deed Information

| Book1 | Page1 | Book2 | Page2 | Book3 | Page3 | Book4 | Page4 |
|---|---|---|---|---|---|---|---|
| 660 | 903 | 589 | 271 | 660 | 903 | | |

## Market Land Information

| Method | Type | AC/SF | Eff FF | Depth | D-Fact | Inf1 | Fact1 | Inf2 | Fact2 | Ovrd | Class | Value Est |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sqft | Primary Site - 1 | 21000 | | | | 8 | 25 | | | | | 4,170 |

## Dwelling Information

| Dwelling Information | |
|---|---|
| Res Type | Single-family Residence |
| Quality | LO- |
| Year Built | 1900 |
| Eff Year | |
| MS Style | One Story |
| LBCSStruct | Detached SFR unit |
| No. of Units | |
| Total Living Area | |
| Calculated Area | 1,122 |
| Main Floor Living Area | 1,122 |
| Upper Floor Living Area Pct. | |
| CDU | VP- |
| Phys/Func/Econ | VP-/ / |
| Ovr Pct Gd/RCN | /138,730 |
| Remodel | |
| Percent Complete | |
| Assessment Class | |
| MU Cls/Pct | |

| Comp Sales Information | |
|---|---|
| Arch Style | Other |
| Bsmt Type | Full - 4 |
| Total Rooms | 1 |
| Bedrooms | 1 |
| Family Rooms | |
| Full Baths | 1 |
| Half Baths | |
| Garage Cap | |
| Foundation | Block - 3 |

| Dwelling Components | | | | |
|---|---|---|---|---|
| Code | Units | Pct | Quality | Year |
| Wood Shake | | 100 | | |
| Plumbing Fixtures (#) | 5 | | | |
| Raised Subfloor (% or SF) | | 100 | | |
| Enclosed Porch (SF), Solid Walls | 54 | | | |
| Total Basement Area (SF) | 1,122 | | | |
| Frame, Siding, Wood | | 100 | | |
| Automatic Floor Cover Allowance | | | | |

| | | | | |
|---|---|---|---|---|
| Plumbing Rough-ins (#) | 1 | | | |
| Single 2-Story Fireplace (#) | 1 | | | |
| Enclosed Porch (SF), Solid Walls | 18 | | | |

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# REQUEST FOR COMMISSION ACTION
# CITY OF INDEPENDENCE
# February 26, 2026

**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 recommends condemning 512 W. Myrtle and giving the owner 30 days to commence repairs or removal of the structure.

**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 for proposed repairs, and either begin repairs or initiate the structure's removal. The owner has submitted a building permit and is working with the building inspector. Based on these circumstances, the staff recommended adjourning the hearing to November 13, 2025. On October 27, 2025, I requested the Building Inspector to give an update. I've attached photos, and the building inspector reports no work has occurred since he was last at the building. The owner informed the commission that he was experiencing financial difficulties and would begin work soon on the structure.

As of the writing of this RCA, I am unaware of any work being completed on the structure.

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

**SUGGESTED MOTION** I move to adopt a Resolution condemning 512 W. Myrtle Street as dangerous and unsafe.

**SUPPORTING DOCUMENTS**

1. RESOLUTION 2026-040 - CONDEMNATION - DAYS - 512 W Myrtle
2. 512 W. Myrtle - Photos 10272025
3. February 26, 2026 - 512 W. Myrtle
4. Notice of Adjourned Hearing 512 W. Myrtle 11132025
5. 512 W. Myrtle - Notice P-H ADJOURNMENT 06272025

**RESOLUTION NO. 2026-040**

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 26th day of February, 2026.

(SEAL)

_____
Mayor

_____
City Clerk

**From:** Maurice Garlet
**To:** David Cowan
**Cc:** Maurice Garlet
**Subject:** 512 W Myrtle
**Date:** Wednesday, October 29, 2025 8:07:49 AM

So sorry, I forgot to send you the report yesterday. I don't see any progress on the remodeling of this property. I peek through a window and the interior condition is as bad as the exterior.

Sent from my iPhone

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

"Delivering Excellence"

February 11, 2026

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

RE: Notice of Public Hearing February 26, 2026
Located at: 512 W. Myrtle Street – Independence, Kansas

Dear Sir:
The City of Independence Commission previously adjourned the condemnation proceedings for the property located at 512 W. Myrtle Street in order to allow you additional time to complete necessary repairs to the structure. During the previous Commission meetings, you indicated your intent to address the following issues:

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

Please contact David Cowan regarding inspections of the completed work at 620.332.2528 office or 620.330.0056 mobile.

Public Hearing Details:

- Date: Thursday, February 26, 2026
- Time: 5:30 PM
- Location: City Commission Room, 120 N. 6th Street, Independence, KS

Your attendance at this hearing is requested to avoid condemnation. Please be advised that if the Governing Body determines at that time that sufficient progress has not been made, it may declare the structure unsafe or dangerous. In such a case, an order of condemnation may be issued, directing that the property be either repaired or demolished.

Should you have any questions or need further assistance, please contact me at 620-332-2528 or via email at davidc@independenceks.gov.

Thank you for your attention to this matter.
Sincerely,
David Cowan
City of Independence, Kansas

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

"Delivering Excellence"

October 27, 2025

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

**RE: Notice of Public Hearing Adjourned until November 13, 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 inspections required. He will also track the work being done and provide a progress report for the November 13, 2025, meeting.

**Public Hearing Details:**

- **Date: November 13, 2025**
- **Time: 5:30 PM**
- **Location: 120 N. 6th Street – City Commission Room**

Please note that if the Governing Body determines on November 13, 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

CITY OF INDEPENDENCE KANSAS
"Delivering Excellence"

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
# February 26, 2026

**Department** Admin **Director Approval** David Cowan

**AGENDA ITEM** Public Hearing to consider condemnation of 620 W. Chestnut Street as dangerous and unsafe.

**SUMMARY RECOMMENDATION** City staff recommends adjourning the hearing based on the work that has been observed at the residence.

**BACKGROUND**

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

At the previous meeting, JOYCO indicated that the building inspector had inspected the basement wall. Upon review with the building inspector, it was determined that the work was performed without inspection. Although he had been on-site for unrelated work and observed that foundation repairs had been made, no inspection was requested.

Since that meeting, I have been in contact with ML at the office, and they are aware of the Public Hearing. I have not been given an update on the project and the status as of the writing of this RCA..

**FINANCIAL INFORMATION** The cost of removal and clearing the property if the owner fails to commence repair or removal.

**SUGGESTED MOTION** I move to adjourn the Public Hearing until _____.

**SUPPORTING DOCUMENTS**

1. 620 W CHESTNUT
2. February 26, 2026 - 620 W chestnut
3. 620 W. Chestnut - Notice of P-H 06262025
4. 620 W. CHESTNUT PARCEL
5. November 26, 2025 - 620 W Chestnut

# 620 W. Chestnut

# 620 W. Chestnut

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

"Delivering Excellence"

February 11, 2026

Divine Equity Consultants, LLC
4010 Foothills Blvd
Roseville, CA. 95747

JoyCo Property Management
106 E. Myrtle
Independence, Ks. 67301

RE: Notice of Public Hearing February 26, 2026
Located at: 620 W. Chestnut Street – Independence, Kansas

Dear Sir:
The City of Independence Commission previously adjourned the condemnation proceedings for the property located at 620 W. Chestnut Street in order to allow you additional time to complete necessary repairs to the structure. During the previous Commission meetings, you indicated your intent to address the following issues:

1. Clean up the exterior of debris, trash, and vegetation
2. Clean up the interior of debris and trash
3. Fix the foundation issues
4. Structure ready to rent

Please contact David Cowan regarding inspections of the completed work at 620.332.2528 office or 620.330.0056 mobile.

Public Hearing Details:

- Date: Thursday, February 26, 2026
- Time: 5:30 PM
- Location: City Commission Room, 120 N. 6th Street, Independence, KS

Your attendance at this hearing is requested to avoid condemnation. Please be advised that if the Governing Body determines at that time that sufficient progress has not been made, it may declare the structure unsafe or dangerous. In such a case, an order of condemnation may be issued, directing that the property be either repaired or demolished.

Should you have any questions or need further assistance, please contact me at 620-332-2528 or via email at davidc@independenceks.gov.

Thank you for your attention to this matter.
Sincerely,
David Cowan
City of Independence, Kansas

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

"Delivering Excellence"

May 26, 2025

Divine Equity Consultants, LLC
4010 Foothills Blvd
Roseville, CA. 95747

JoyCo Property Management
106 E. Myrtle
Independence, Ks. 67301

**RE: Notice of Public Hearing June 26, 2024**
**Located at: 620 W. Chestnut Street – Independence, Kansas**

Dear Sir:

The City of Independence Commission previously adjourned the condemnation proceedings for the property located at **620 W. Chestnut Street** in order to allow you additional time to complete necessary repairs to the structure. During the Commission meeting, you indicated your intent to address the following issues:

1. Clean up the exterior of debris, trash, and vegetation
2. Clean up the interior of debris and trash
3. Fix the foundation issues
4. Structure ready to rent

You were also instructed to contact the City Building Inspector at **620-205-7166** to discuss the required permits and to facilitate tracking of the rehabilitation progress. The inspector will provide a status report to the Commission in advance of the upcoming hearing.

**Public Hearing Details:**

- **Date:** Thursday, June 26, 2025
- **Time:** 5:30 PM
- **Location:** City Commission Room, 120 N. 6th Street, Independence, KS

**Your attendance at this hearing is required.** Please be advised that if the Governing Body determines at that time that sufficient progress has not been made, it may declare the structure unsafe or dangerous. In such a case, an order of condemnation may be issued, directing that the property be either repaired or demolished.

Should you have any questions or need further assistance, please contact me at **620-332-2528** or via email at **davidc@independenceks.gov**.

Thank you for your attention to this matter.
Sincerely,

**David Cowan**
City of Independence, Kansas

Print Page

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**The Parcel Number for this Property is 063-087-25-0-40-30-006.00-0**
**Quick Ref ID: 3431**

### Owner Information

| | |
|---|---|
| **Owner Name** | DIVINE EQUITY CONSULTANTS, LLC |
| **Address** | 4010 FOOTHILLS BLVD ROSEVILLE, CA 95747 |

### Property Situs Address

| | |
|---|---|
| **Address** | 620 W CHESTNUT ST, Independence, KS 67301 |

### Land Based Classification System

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

### General Property Information

| | |
|---|---|
| **Prop Class** | Residential - R |
| **Living Units** | 1 |
| **Zoning** | |
| **Neighborhood** | 108.A |
| **Tax Unit Group** | 108 |

### Property Factors

| | |
|---|---|
| **Topography** | Level - 1 |
| **Utilities** | All Public - 1 |
| **Access** | Paved Road - 1 Alley - 7 |
| **Fronting** | Residential Street - 4 |
| **Location** | Neighborhood or Spot - 6 |
| **Parking Type** | On and Off Street - 3 |
| **Parking Quantity** | Adequate - 2 |
| **Parking Proximity** | On Site - 3 |
| **Parking Covered** | |
| **Parking Uncovered** | |

### 2024 Appraised Value

| Class | Land | Building | Total |
|---|---|---|---|
| Residential - R | 10,310 | 46,300 | 56,610 |
| | | | |
| Total | 10,310 | 46,300 | 56,610 |

### 2023 Appraised Value

| Class | Land | Building | Total |
|---|---|---|---|
| Residential - R | 10,310 | 43,570 | 53,880 |
| | | | |
| Total | 10,310 | 43,570 | 53,880 |

### Tract Description

ORIG PLAT, S25, T32, R15, ACRES 0.13, W 45' LOTS 6 & 7 BLK 12; Lot Width: 045.0 Lot Depth: 120.0 Plat Book/Page 1 /6&7 Deed Book/Page 718 /369 718 /360 708 /086 594 /641 489 /444 483 /195 331 /198

## Deed Information

| Book1 | Page1 | Book2 | Page2 | Book3 | Page3 | Book4 | Page4 |
|---|---|---|---|---|---|---|---|
| 718 | 369 | 718 | 360 | 708 | 086 | 594 | 641 |

## Market Land Information

| Method | Type | AC/SF | Eff FF | Depth | D-Fact | Inf1 | Fact1 | Inf2 | Fact2 | Ovrd | Class | Value Est |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sqft | Primary Site - 1 | 5462 | | | | | | | | | | 10,310 |

## Dwelling Information

| Dwelling Information | |
|---|---|
| **Res Type** | Single-family Residence |
| **Quality** | FR |
| **Year Built** | 1920 |
| **Eff Year** | |
| **MS Style** | 1 1/2 Story Finished |
| **LBCSStruct** | Detached SFR unit |
| **No. of Units** | |
| **Total Living Area** | |
| **Calculated Area** | 1,667 |
| **Main Floor Living Area** | 1,323 |
| **Upper Floor Living Area Pct.** | 26 |
| **CDU** | FR |
| **Phys/Func/Econ** | FR-/ / |
| **Ovr Pct Gd/RCN** | /190,990 |
| **Remodel** | 2001 |
| **Percent Complete** | |
| **Assessment Class** | |
| **MU Cls/Pct** | |

| Comp Sales Information | |
|---|---|
| **Arch Style** | Bungalow |
| **Bsmt Type** | Partial - 3 |
| **Total Rooms** | 7 |
| **Bedrooms** | 4 |
| **Family Rooms** | |
| **Full Baths** | 1 |
| **Half Baths** | |
| **Garage Cap** | |
| **Foundation** | Brick - 5 |

### Dwelling Components

| Code | Units | Pct | Quality | Year |
|---|---|---|---|---|
| Enclosed Wood Deck (SF), Solid Wall | 168 | | | |
| Metal, Formed Seams | | 100 | | |
| Raised Subfloor (% or SF) | | 100 | | |
| Plumbing Fixtures (#) | 5 | | | |
| Automatic Floor Cover Allowance | | | | |
| Frame, Siding, Vinyl | | 100 | | |
| Total Basement Area (SF) | 783 | | | |
| Warmed & Cooled Air | | 100 | | |
| Plumbing Rough-ins (#) | 1 | | | |
| Open Slab Porch (SF) | 168 | | 2 | 1960 |

### Building Improvements

| Id | Occupancy | MSCls | Rank | Qty | Yr Blt | Eff Yr | LBCS | Area | Perim | Hgt | Dimensions | Stories | Phys | Func | Econ | OVR% | Rsn | Cls | RCN | %Gd | Value |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 01 | Residential Garage - Detached | D | 1.00 | 1 | 1950 | | | 320 | 72 | 8 | 20 X 16 | 1 | 1 | 2 | | | | | 11,430 | 4 | 460 |

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

"Delivering Excellence"

November 26, 2025

Divine Equity Consultants, LLC
4010 Foothills Blvd
Roseville, CA. 95747

JoyCo Property Management
106 E. Myrtle
Independence, Ks. 67301

RE: Notice of Public Hearing December 11, 2025
Located at: 620 W. Chestnut Street – Independence, Kansas

Dear Sir:
The City of Independence Commission previously adjourned the condemnation proceedings for the property located at 620 W. Chestnut Street in order to allow you additional time to complete necessary repairs to the structure. During the Commission meeting, you indicated your intent to address the following issues:

1. Clean up the exterior of debris, trash, and vegetation
2. Clean up the interior of debris and trash
3. Fix the foundation issues
4. Structure ready to rent

You were also instructed to contact the City Building Inspector at 620-205-7166 to discuss the required permits and to facilitate tracking of the rehabilitation progress. The inspector will provide a status report to the Commission in advance of the upcoming hearing.

Public Hearing Details:

- Date: Thursday, December 11, 2025
- Time: 5:30 PM
- Location: City Commission Room, 120 N. 6th Street, Independence, KS

Your attendance at this hearing is required. Please be advised that if the Governing Body determines at that time that sufficient progress has not been made, it may declare the structure unsafe or dangerous. In such a case, an order of condemnation may be issued, directing that the property be either repaired or demolished.

Should you have any questions or need further assistance, please contact me at 620-332-2528 or via email at davidc@independenceks.gov.

Thank you for your attention to this matter.

Sincerely,

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

“Delivering Excellence”

David Cowan
City of Independence, Kansas

# REQUEST FOR COMMISSION ACTION
# CITY OF INDEPENDENCE
# February 26, 2026

**Department** Admin **Director Approval** David Cowan

**AGENDA ITEM** Public Hearing to consider condemnation of 720 W. Maple Street as dangerous and unsafe.

**SUMMARY RECOMMENDATION** City Staff recommends condemnation of the structure as dangerous and unsafe.

**BACKGROUND**

The property located at 720 W. Maple Street has been previously reported to the City for issues involving the condition of the primary structure, occupancy without utilities and environmental issues. Upon inspection, City staff observed that both structures are in significant disrepair, pose safety hazards, and no city utilities since 8/14/1998.

City staff recommends that the Commission set February 26, 2026, as the date for a Public Hearing to consider the condemnation of the structure as dangerous and unsafe.

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

**SUGGESTED MOTION** I move to adopt a resolution condemning 720 W. Maple Street as dangerous and unsafe.

**SUPPORTING DOCUMENTS**

1. RESOLUTION 2026-037 - CONDEMNATION - DAYS - 720 W Maple
2. 720 W. Maple - Photos
3. 2026 - Notice of Public Hearing Date - 1st Letter - Cert - 11242025
4. 2025-077 - Condemnation - P_H - 720 W Maple
5. 720 W. Maple - Setting Date of Public Hearing - 11212025
6. Determination of Unsafe or Dangerous Structure
7. 3160149_OE_Report
8. Notes & Parcel - 720 W Maple

**RESOLUTION NO. 2026-037**

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 7 and the West 6 feet of Lot 8, Block 9, Concannon's Addition to the City of Independence, Montgomery County, Kansas

Common Address
720 W Maple St.

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 11th day of December 2025, 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. #2025—077**, dated **December 11, 2025**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **December 19, 2025 and December 26, 2025**, 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 7 and the West 6 feet of Lot 8, Block 9, Concannon's Addition to the City of Independence, Montgomery County, Kansas

Common Address
720 W Maple 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 26th day of February, 2026.

(SEAL)

_____
Mayor

_____
City Clerk

# 720 W. Maple

CITY OF INDEPENDENCE KANSAS
"Delivering Excellence"

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

## NOTICE OF PUBLIC HEARING TO CONSIDER CONDEMNATION OF PROPERTY

Date: December 19, 2025

TO: **Independence Friends Church**
Lien Holder:

RE: Unsafe or Dangerous Structure at: **720 W. Maple**

Property records reflect that you are the owner or occupant of the above-described Property. This letter is being provided to you pursuant to K.S.A. 12-1751 et sea to advise you that staff for the City of Independence, Kansas, has determined that the Property is "unsafe or dangerous" and subject to condemnation or being ordered to be repaired or demolished.

On **December 11, 2025**, the City Commission adopted a Resolution for a public hearing to be held on **February 26, 2026, at 120 N. 6th Street**, Commission Room, Independence, Kansas 67301. The public hearing will commence at **5:30 p.m.** At such hearing, the owner of the Property, the owner's agent, lienholders or record, and any occupant may appear and show cause why the structure(s) on the Property should not be condemned and ordered repaired or demolished.

On the date of the hearing, the Governing Body shall hear the evidence (if any) presented. If the Governing Body finds that the Property is unsafe or dangerous, then the Governing Body may direct the structure(s) to be repaired or removed and the Property made safe and secure. The Governing Body shall also fix a reasonable time within which the repair or removal shall be commenced and, if the owner fails to commence the repair or removal within the time stated, or fails to diligently prosecute the same to completion, the Governing Body will cause the structure to be repaired or razed and removed.

Please contact us as soon as possible so that we may review the steps that must be undertaken to bring the Property into compliance and no longer be regarded as unsafe or dangerous. To that end, please find enclosed a proposed Remediation Agreement. With a signed Remediation Agreement—together with a scope of work and proof of funds—City staff will can recommend to the Governing Body that further enforcement actions be stayed pending compliance with the Remediation Agreement.

Thank you for your prompt attention to this matter.

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

David Cowan

Assistant City Manager – Building & Code Enforcement

Attachments/Enclosures: Resolution No. **2025.077**
Draft Remediation Agreement

cc:

State of Kansas, Montgomery County
This instrument was filed for
Record on December 15, 2025 8:43 AM
Recorded in Book 752 Page 1339- 1339
Fee: $0.00 202503919
Marilyn Calhoun
Marilyn Calhoun , Register of Deeds

# RESOLUTION NO. 2025-077

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF HEARING BEFORE THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS, OF WHICH OWNERS, OWNERS AGENTS, LIEN HOLDERS OF RECORD AND ANY OCCUPANTS, IF ANY, OF THE STRUCTURE OR STRUCTURES IDENTIFIED BELOW, IN SAID CITY MAY APPEAR AND SHOW CAUSE WHY SAID STRUCTURE OR STRUCTURES SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED PURSUANT TO K.S.A. 12-1751 ET. SEQ.

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 11th day of December 2025, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

**Legal:** Lot 7 and the West 6 feet of Lot 8, Block 9, Concannon's Addition to the City of Independence, Montgomery County, Kansas.

**Common Address:** 720 W Maple St.

**Mortgage:**

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

That a public hearing will be held on Thursday, **February 26, 2026** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6th Street, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

Be it further resolved that the City Clerk shall cause this Resolution to be published one time each week for two consecutive weeks on the same day of each week, that at least thirty (30) days shall elapse between the last publication and the date set for hearing and the City Clerk shall give notice of the aforesaid hearing in the manner provided by Ordinance and by law.

Be it further resolved by the Governing Body of the City of Independence that its authority for the actions set forth herein is established pursuant to K.S.A. 12-1751 ET. SEQ.

Adopted this 11th day of December 2025.

(SEAL)

W.S. Lewis
Mayor

David Schulte
City Clerk

CITY OF INDEPENDENCE SEAL KANSAS

CITY OF INDEPENDENCE KANSAS
"Delivering Excellence"

**CITY OF INDEPENDENCE, KANSAS**
**Office of the Building Official**
120 N. 6th Street • Independence, KS 67301
Phone: (620) 332-2528 • Email: davidc@independenceks.gov

---

**Date: November 21, 2025**

**To:**
**Independence Friends Church**
**507 N. 11th**
**Independence, Ks. 67301**

---

**RE:** Notice of Setting a Date for a Public Hearing to Consider Condemnation of Property
**Property Location: 720 W. Maple**
**Lien Holder:**
Dear Shanks Trust:

On **November 1, 2025**, pursuant to **K.S.A. 12-1752**, the enforcing officer for the City of Independence, Kansas, will request that the **City Commission** set a **public hearing date** to consider whether the structure(s) located at **720 W. Maple Street** are unsafe or dangerous, and whether they should be ordered by the Governing Body to be repaired or demolished.

The City has received reports from Code Enforcement staff and neighboring residents indicating that the structure(s) at this address are **vacant, deteriorated, and in disrepair**. Observed conditions include **foundation issues, overgrown vegetation, trash and debris accumulation**, and the fact that **City utility services were last active on 8/14/1998.**

To avert condemnation proceedings for the above-referenced property, it is imperative that the following actions be undertaken **without delay**:

1. **Mortgage/Lien Holder Information** – Provide the City with the current mortgage or lien holder and insurance information.
   **Structural Repair** – If you intend to repair the structure, submit a **detailed plan and timeline** outlining the steps you will take to restore the building to a safe and usable condition.
2. **Property Maintenance** – Maintain the property in accordance with City Code, including **regular mowing, trimming of vegetation, and removal of all trash and debris**.

CITY OF INDEPENDENCE KANSAS
"Delivering Excellence"

3. **Demolition Procedures** – If you choose to demolish the structure, begin the process immediately and provide the City with a **timeline for demolition and site clearance**. A **City-issued demolition permit** is required prior to any such work.

**Commission Meeting – Setting the Date:**

- **Date:** **December 11,2025**
- **Time:** **5:30 PM**
- **Location:** **120 N. 6th – Commission Meeting Room 1st Floor**

Should you need clarification or wish to discuss this matter further, please contact me at your convenience at **(620) 332-2528** (office), **(620) 330-0056** (mobile), or via email at **davidc@independenceks.gov**.

Your prompt cooperation in addressing this matter is appreciated.
Sincerely,

**David J. Cowan**
Assistant City Manager
Building Official / Director
City of Independence, Kansas

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

# DETERMINATION OF UNSAFE OR DANGEROUS STRUCTURE

Date: **November 21, 2025**
Address: **720 W. Maple**
Owner: **Friends Church**
Parcel No.: **087-36-0-10-18-004-00-0-01**
Legal Description: **Lot 7 and the West 6 feet of Lot 8, Block 9, Concannon's Addition to the City of Independence, Montgomery County, Kansas**

Date of Inspection: November 2025

**The City of Independence, Kansas, has determined that the above-described structures or property are "unsafe", "dangerous", "hazardous", and/or "unfit for human occupancy" under the City Codes and Ordinance 4466 as adopted for the following reasons:**

## UNSAFE STRUCTURES

___ Does not provide minimum safeguards to protect or warn occupants in the event of fire.
_X__ Such structure contains unsafe infrastructure, structure or equipment
_X__ Such structure is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

Additional Findings: _____
_____
_____
_____

## DANGEROUS STRUCTURES

☐ Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the City as related to the requirements for existing buildings.

☐ The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

☐ Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ Any portion of a building, or any member, appurtenance, or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.

X☐ The building or structure, or part of the building or structure, because of dilapidation,

deterioration, decay, faulty construction, the removal or movement of some portion of the ground
necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

X☐ The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

☐ The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children that might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

X☐ A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

☐ Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

☐ Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

**STRUCTURES UNFIT FOR HUMAN OCCUPANCY**

X☐ A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by City Code and IBC, as adopted by the City, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

Security 1st Title

# Report Cover Page

| | | | |
|---|---|---|---|
| Date: | **11/21/2025** | Prepared For: | **City of Independence** |
| Order No.: | **3160149** | Owner(s): | **Independence Friends Church** |
| Issuing Office: | **Security 1st Title**<br>**114 N. Pennsylvania Avenue**<br>**Independence, KS 67301** | Property Address: | **720 W Maple St, Independence, KS 67301** |

**Note:** The documents linked in this report should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Tax Information:**

087-36-0-10-18-004.00-0

Security 1st Title

Date: November 21, 2025
Property Address: 720 W Maple St, Independence, KS 67301

File No.: 3160149
Title Contact: Mary Jo Wallis
Contact E-mail: mwallis@security1st.com

# OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:
City of Independence
David Cowan
120 N. 6th Street
Independence, KS 67301

Effective Date of this Report: November 05, 2025 at 7:00 A.M.

On Real Estate described as:

**Lot 7 and the West 6 feet of Lot 8, Block 9, Concannon's Addition to the City of Independence, Montgomery County, Kansas**

The Public Records located in Montgomery County indicate that:

A. Interest in the Land described in this Report is owned, at the Report Effective Date, by:

   Independence Friends Church

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

   1. The County Tax Records indicated that the real estate taxes are:

      General taxes and special assessments for the year 2025 in the amount of $106.00, NOT PAID.

      Tax Parcel No. # 087-36-0-10-18-004-00-0-01

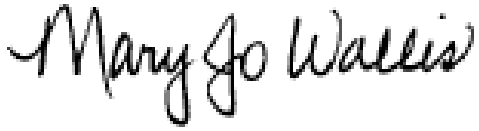
      PIN # IC 2293

This Report is limited to only the information described above.

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

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

Security 1st Title



Licensed Abstracter

Address: 720 W Maple

Utility Account: Y (N) Last Active Service Date: 09/14/1998

Parcel: (Y) N Pictures: Structure-House-Yard-Sides-Rear-Rear Yard

Holes in Roof: (Y) N

Notes:

Missing Windows: (Y) N

Notes:

Open Doors (Y) N

Notes: House open

Yard ~~Not~~ Mowed: Y (N) Trash or Debris: (Y) N

Notes: Lots of overgrowth

Other Notes: Squatters in garage - house fully open - disrepair

Print Page

These Links May Require Adobe Acrobat Reader, Click here to Download it.

View Sketch --- Back to Search Page --- Home

**The Parcel Number for this Property is 063-087-36-0-10-18-004.00-0**
**Quick Ref ID: 3872**

## Owner Information

| | |
|---|---|
| **Owner Name** | INDEPENDENCE FRIENDS CHURCH |
| **Address** | 507 N 11TH ST INDEPENDENCE, KS 67301 |

## Property Situs Address

| | |
|---|---|
| **Address** | 720 W MAPLE ST, Independence, KS 67301 |

## Land Based Classification System

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

## General Property Information

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

## Property Factors

| | |
|---|---|
| **Topography** | Level - 1 |
| **Utilities** | All Public - 1 |
| **Access** | Paved Road - 1 Alley - 7 |
| **Fronting** | Residential Street - 4 |
| **Location** | Neighborhood or Spot - 6 |
| **Parking Type** | On and Off Street - 3 |
| **Parking Quantity** | Adequate - 2 |
| **Parking Proximity** | On Site - 3 |
| **Parking Covered** | |
| **Parking Uncovered** | |

## 2025 Appraised Value

| Class | Land | Building | Total |
|---|---|---|---|
| Residential - R | 4,530 | 1,120 | 5,650 |
| | | | |
| Total | 4,530 | 1,120 | 5,650 |

## 2024 Appraised Value

| Class | Land | Building | Total |
|---|---|---|---|
| Residential - R | 4,540 | 1,090 | 5,630 |
| | | | |
| Total | 4,540 | 1,090 | 5,630 |

## Tract Description

CONCANNONS ADD, S36, T32, R15, 7862 SQUARE FEET, LOT 7; W 6' LOT 8 BLK 9; Lot Width: 140.0 Lot Depth: 056.0 Plat Book/Page 1 /8 Deed Book/Page 655 /332 610 /1051 599 /257 493 /156 481 /172 476 /273 457 /426 429 /420 429 /017 421 /506 417 /269 414 /115 354 /325

## Deed Information

| Book1 | Page1 | Book2 | Page2 | Book3 | Page3 | Book4 | Page4 |
|---|---|---|---|---|---|---|---|
| 655 | 332 | 610 | 1051 | 599 | 257 | | |

## Market Land Information

| Method | Type | AC/SF | Eff FF | Depth | D-Fact | Inf1 | Fact1 | Inf2 | Fact2 | Ovrd | Class | Value Est |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sqft | Primary Site - 1 | 7862 | | | | | | | | | | 4,530 |

## Dwelling Information

| Dwelling Information | |
|---|---|
| Res Type | Single-family Residence |
| Quality | FR |
| Year Built | 1895 |
| Eff Year | |
| MS Style | One Story |
| LBCSStruct | Detached SFR unit |
| No. of Units | |
| Total Living Area | |
| Calculated Area | 1,065 |
| Main Floor Living Area | 1,065 |
| Upper Floor Living Area Pct. | |
| CDU | UN |
| Phys/Func/Econ | UN/ / |
| Ovr Pct Gd/RCN | /112,040 |
| Remodel | |
| Percent Complete | |
| Assessment Class | |
| MU Cls/Pct | |

| Comp Sales Information | |
|---|---|
| Arch Style | Bungalow |
| Bsmt Type | Crawl - 2 |
| Total Rooms | 4 |
| Bedrooms | 2 |
| Family Rooms | |
| Full Baths | 1 |
| Half Baths | |
| Garage Cap | |
| Foundation | Stone - 4 |

### Dwelling Components

| Code | Units | Pct | Quality | Year |
|---|---|---|---|---|
| Frame, Siding, Vinyl | | 100 | | |
| Raised Subfloor (% or SF) | | 100 | | |
| Plumbing Fixtures (#) | 5 | | | |
| Automatic Floor Cover Allowance | | | | |
| Raised Slab Porch (SF) with Roof | 30 | | | |
| Composition Shingle | | 100 | | |
| Wall Furnace | | 100 | | |
| Plumbing Rough-ins (#) | 1 | | | |
| Open Slab Porch (SF) | 140 | | 1 | 1960 |

### Building Improvements

| Id | Occupancy | MSCls | Rank | Qty | Yr Blt | Eff Yr | LBCS | Area | Perim | Hgt | Dimensions | Stories | Phys | Func | Econ | OVR% | Rsn | Cls | RCN | %Gd | Value |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 87 | Tool Shed | D | 1.00 | 1 | 1930 | | | 432 | 84 | 8 | 24 X 18 | 1 | 0 | 0 | | | | | 5,420 | 0 | 0 |

### Building Improvement Components

| Id | Code | Units | Pct | Size | Other | Rank | Year |
|---|---|---|---|---|---|---|---|
| 87 | Single -Wall-Boards on Wood | | 100 | | | | |

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# REQUEST FOR COMMISSION ACTION
# CITY OF INDEPENDENCE
# February 26, 2026

**Department** Admin **Director Approval** David Cowan

**AGENDA ITEM** Public Hearing to consider condemnation of 908 E. Maple Street as dangerous and unsafe.

**SUMMARY RECOMMENDATION** City Staff recommends condemnation as dangerous and unsafe structure.

**BACKGROUND**

The property at 908 E. Maple Street has previously been reported to the City for issues with the condition of the primary structure and environmental concerns. Upon inspection, City staff observed that both structures are in disrepair, pose safety hazards, and have no utilities as of 11/30/2005.

City staff recommends condemnation of the structure as dangerous and unsafe.

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

**SUGGESTED MOTION** I move to adopt a resolution condemning 908 E. Maple Street as dangerous and unsafe.

**SUPPORTING DOCUMENTS**

1. RESOLUTION 2026-035 - CONDEMNATION - DAYS - 908 E Maple
2. 908 E. Maple - Photos
3. 2026 - Notice of Public Hearing Date - 1st Letter - Cert - 11242025
4. 2025-073 - Condemnation - P_H - 908 E Maple
5. 2026 - 908 E. Maple - Setting Date of Public Hearing
6. 908 E. Maple - Determination of Unsafe or Dangerous Structure
7. 3160121_OE_Report
8. Notes & Parcel - 908 E Maple

**RESOLUTION NO. 2026-035**

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 11, Schoenfeldt's Addition to the City of Independence, Montgomery County, Kansas

Common Address
908 E Maple St.

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 11th day of December 2025, 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. #2025—073**, dated **December 11, 2025**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **December 19, 2025 and December 26, 2025**, 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 11, Schoenfeldt's Addition to the City of Independence, Montgomery County, Kansas

Common Address
908 E Maple 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 26th day of February, 2026.

(SEAL)

_____
Mayor

_____
City Clerk

# 908 E Maple

CITY OF INDEPENDENCE KANSAS
"Delivering Excellence"

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

**NOTICE OF PUBLIC HEARING TO CONSIDER CONDEMNATION OF PROPERTY**

Date: December 19, 2025

TO: **Laverne Darnell**
Lien Holder:

RE: Unsafe or Dangerous Structure at: **908 E. Maple**

Property records reflect that you are the owner or occupant of the above-described Property. This letter is being provided to you pursuant to K.S.A. 12-1751 et sea to advise you that staff for the City of Independence, Kansas, has determined that the Property is "unsafe or dangerous" and subject to condemnation or being ordered to be repaired or demolished.

On **December 11, 2025**, the City Commission adopted a Resolution for a public hearing to be held on **February 26, 2026, at 120 N. 6th Street**, Commission Room, Independence, Kansas 67301. The public hearing will commence at **5:30 p.m.** At such hearing, the owner of the Property, the owner's agent, lienholders or record, and any occupant may appear and show cause why the structure(s) on the Property should not be condemned and ordered repaired or demolished.

On the date of the hearing, the Governing Body shall hear the evidence (if any) presented. If the Governing Body finds that the Property is unsafe or dangerous, then the Governing Body may direct the structure(s) to be repaired or removed and the Property made safe and secure. The Governing Body shall also fix a reasonable time within which the repair or removal shall be commenced and, if the owner fails to commence the repair or removal within the time stated, or fails to diligently prosecute the same to completion, the Governing Body will cause the structure to be repaired or razed and removed.

Please contact us as soon as possible so that we may review the steps that must be undertaken to bring the Property into compliance and no longer be regarded as unsafe or dangerous. To that end, please find enclosed a proposed Remediation Agreement. With a signed Remediation Agreement—together with a scope of work and proof of funds—City staff will can recommend to the Governing Body that further enforcement actions be stayed pending compliance with the Remediation Agreement.

Thank you for your prompt attention to this matter.

David Cowan

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

Assistant City Manager – Building & Code Enforcement

Attachments/Enclosures: Resolution No. **2025.073**
Draft Remediation Agreement

cc:

State of Kansas, Montgomery County
This instrument was filed for
Record on December 15, 2025 8:39 AM
Recorded in Book 752 Page 1335- 1335
Fee: $0.00 202503915
Marilyn Calhoun
Marilyn Calhoun , Register of Deeds

# RESOLUTION NO. 2025-073

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF HEARING BEFORE THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS, OF WHICH OWNERS, OWNERS AGENTS, LIEN HOLDERS OF RECORD AND ANY OCCUPANTS, IF ANY, OF THE STRUCTURE OR STRUCTURES IDENTIFIED BELOW, IN SAID CITY MAY APPEAR AND SHOW CAUSE WHY SAID STRUCTURE OR STRUCTURES SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED PURSUANT TO K.S.A. 12-1751 ET. SEQ.

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 11th day of December 2025, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

**Legal:** Lot 11, Schoenfeldt's Addition to the City of Independence, Montgomery County, Kansas.

**Common Address:** 908 E Maple St.

**Mortgage:**

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

That a public hearing will be held on Thursday, **February 26, 2026** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6th Street, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

Be it further resolved that the City Clerk shall cause this Resolution to be published one time each week for two consecutive weeks on the same day of each week, that at least thirty (30) days shall elapse between the last publication and the date set for hearing and the City Clerk shall give notice of the aforesaid hearing in the manner provided by Ordinance and by law.

Be it further resolved by the Governing Body of the City of Independence that its authority for the actions set forth herein is established pursuant to K.S.A. 12-1751 ET. SEQ.

Adopted this 11th day of December 2025.

(SEAL)

Mayor

City Clerk

CITY OF INDEPENDENCE KANSAS
"Delivering Excellence"

**CITY OF INDEPENDENCE, KANSAS**
**Office of the Building Official**
120 N. 6th Street • Independence, KS 67301
Phone: (620) 332-2528 • Email: davidc@independenceks.gov

---

**Date:** 11/14/25

**To:**
**Laverne Darnell**
**617 Peter Pan Rd 2**
**Independence, Ks. 67301**
Independence, Ks. 67301

---

**RE:** Notice of Setting a Date for a Public Hearing to Consider Condemnation of Property

**Property Location: 908 E. Maple**
**Lien Holder:**

Dear **Mr. Darnell:**

On **October 17, 2025**, pursuant to **K.S.A. 12-1752**, the enforcing officer for the City of Independence, Kansas, will request that the **City Commission** set a **public hearing date** to consider whether the structure(s) located at **908 E. Maple Street** are unsafe or dangerous, and whether they should be ordered by the Governing Body to be repaired or demolished.

The City has received reports from Code Enforcement staff and neighboring residents indicating that the structure(s) at this address are **vacant, deteriorated, and in disrepair**. Observed conditions include **open windows, reports of animals in the house, over growth of vegetation, and disrepair**.

To avert condemnation proceedings for the above-referenced property, it is imperative that the following actions be undertaken **without delay**:

1. **Mortgage/Lien Holder Information** – Provide the City with the current mortgage or lien holder and insurance information.
   *Note: FAMI Insurance provided notification on June 2, 2025.*
2. **Structural Repair** – If you intend to repair the structure, submit a **detailed plan and timeline** outlining the steps you will take to restore the building to a safe and usable condition.

CITY OF
INDEPENDENCE
KANSAS
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3. **Property Maintenance** – Maintain the property in accordance with City Code, including **regular mowing, trimming of vegetation, and removal of all trash and debris**.
4. **Demolition Procedures** – If you choose to demolish the structure, begin the process immediately and provide the City with a **timeline for demolition and site clearance**. A **City-issued demolition permit** is required prior to any such work.

**Commission Meeting – Setting the Date:**

- **Date:** **December 11, 2025**
- **Time:** **5:30 PM**
- **Location:** **120 N. 6th – Commission Meeting Room 1st Floor**

Should you need clarification or wish to discuss this matter further, please contact me at your convenience at **(620) 332-2528** (office), **(620) 330-0056** (mobile), or via email at **davidc@independenceks.gov**.

Your prompt cooperation in addressing this matter is appreciated.
Sincerely,

**David J. Cowan**
Assistant City Manager
Building Official / Director
City of Independence, Kansas

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

# DETERMINATION OF UNSAFE OR DANGEROUS STRUCTURE

Date: November 14, 2025
Address: **908 E. Maple**
Owner: **Laverne Darnell**
Parcel No.: **099-31-0-10-13-026-00-0-01**
Legal Description: **Lot 11, Schoenfeldt's Addition to the City of Independence, Montgomery County, Kansas**

Date of Inspection: October 17, 2025

**The City of Independence, Kansas, has determined that the above-described structures or property are "unsafe", "dangerous", "hazardous", and/or "unfit for human occupancy" under the City Codes and Ordinance 4466 as adopted for the following reasons:**

## UNSAFE STRUCTURES

___ Does not provide minimum safeguards to protect or warn occupants in the event of fire.
_X__ Such structure contains unsafe infrastructure, structure or equipment
__X_ Such structure is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

Additional Findings: _____
_____
_____
_____

## DANGEROUS STRUCTURES

☐ Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the City as related to the requirements for existing buildings.

☐ The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

☐ Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ Any portion of a building, or any member, appurtenance, or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.

XX☐ The building or structure, or part of the building or structure, because of dilapidation,

deterioration, decay, faulty construction, the removal or movement of some portion of the ground
necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

☐ The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

☐ The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children that might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

xx☐ A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

☐ Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

xx☐ Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

**STRUCTURES UNFIT FOR HUMAN OCCUPANCY**

xx☐ A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by City Code and IBC, as adopted by the City, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

Security 1st Title

# Report Cover Page

| | | | |
|---|---|---|---|
| Date: | **11/14/2025** | Prepared For: | **City of Independence** |
| Order No.: | **3160121** | Owner(s): | **Laverne N. Darnell** |
| Issuing Office: | **Security 1st Title**<br>**114 N. Pennsylvania Avenue**<br>**Independence, KS 67301** | Property Address: | **908 E Maple St, Independence, KS 67301** |

**Note:** The documents linked in this report should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Tax Information:**

099-31-0-10-13-026.00-0

Security 1st Title

Date: November 14, 2025
Property Address: 908 E Maple St, Independence, KS 67301

File No.: 3160121
Title Contact: Mary Jo Wallis
Contact E-mail: mwallis@security1st.com

# OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:
City of Independence
David Cowan
120 N. 6th Street
Independence, KS 67301

Effective Date of this Report: November 01, 2025 at 7:00 A.M.

On Real Estate described as:

**Lot 11, Schoenfeldt's Addition to the City of Independence, Montgomery County, Kansas**

The Public Records located in Montgomery County indicate that:

A. Interest in the Land described in this Report is owned, at the Report Effective Date, by:

   Laverne N. Darnell

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

   1. The County Tax Records indicated that the real estate taxes are:

      General taxes and special assessments for the year 2025 in the amount of $209.38, NOT PAID.

      Tax Parcel No. # 099-31-0-10-13-026-00-0-01

      PIN # IC 6048

   2. The County Tax Records indicated that the real estate taxes are:

      General taxes and special assessments for the year 2024 in the amount of $201.44, NOT PAID.

      Tax Parcel No. # 099-31-0-10-13-026-00-0-01

      PIN # IC 6048

3. The County Tax Records indicated that the real estate taxes are:

   General taxes and special assessments for the year 2023 in the amount of $203.16, NOT PAID.

   Tax Parcel No. # 099-31-0-10-13-026-00-0-01

   PIN # IC 6048

4. The County Tax Records indicated that the real estate taxes are:

   General taxes and special assessments for the year 2022 in the amount of $213.82, NOT PAID.

   Tax Parcel No. # 099-31-0-10-13-026-00-0-01

   PIN # IC 6048

This Report is limited to only the information described above.

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

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

Security 1st Title

Mary Jo Wallis

Licensed Abstracter

**Address:** 9090 E Maple

**Utility Account:** Y (N) **Last Active Service Date:** 11/30/2005

**Parcel:** (Y) N **Pictures:** Structure-House-Yard-Sides-Rear-Rear Yard

**Holes in Roof:** (Y) N

**Notes:**
Entire house is open

**Missing Windows:** (Y) N

**Notes:**
Missing windows/walls(exterior)/doors

**Open Doors** (Y) N

**Notes:**

**Yard ~~Not~~ Mowed:** Y (N) **Trash or Debris:** (Y) N

**Notes:**
Overgrowth outside & some inside

**Other Notes:**
Un disrepair - ~~boards~~ no windows/doors

Print Page

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# The Parcel Number for this Property is 063-099-31-0-10-13-026.00-0
# Quick Ref ID: 6610

## Owner Information

| | |
|---|---|
| **Owner Name** | DARNELL, LAVERNE N |
| **Address** | 617 PETER PAN RD 2 INDEPENDENCE, KS 67301 |

## Property Situs Address

| | |
|---|---|
| **Address** | 908 E MAPLE ST, Independence, KS 67301 |

## Land Based Classification System

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

## General Property Information

| | |
|---|---|
| **Prop Class** | Residential - R |
| **Living Units** | 1 |
| **Zoning** | |
| **Neighborhood** | 108.A |
| **Tax Unit Group** | 108 |

## Property Factors

| | |
|---|---|
| **Topography** | Level - 1 |
| **Utilities** | All Public - 1 |
| **Access** | Paved Road - 1 Alley - 7 |
| **Fronting** | Residential Street - 4 |
| **Location** | Neighborhood or Spot - 6 |
| **Parking Type** | On and Off Street - 3 |
| **Parking Quantity** | Adequate - 2 |
| **Parking Proximity** | On Site - 3 |
| **Parking Covered** | |
| **Parking Uncovered** | |

## 2025 Appraised Value

| Class | Land | Building | Total |
|---|---|---|---|
| Residential - R | 8,350 | 2,820 | 11,170 |
| | | | |
| Total | 8,350 | 2,820 | 11,170 |

## 2024 Appraised Value

| Class | Land | Building | Total |
|---|---|---|---|
| Residential - R | 8,360 | 2,180 | 10,540 |
| | | | |
| Total | 8,360 | 2,180 | 10,540 |

## Tract Description

SCHOENFELDTS ADD, S31, T32, R16, Lot 11, Lot Width: 050.0 Lot Depth: 150.5 Plat Book/Page B /36 Deed Book/Page 709 /107 586 /176 582 /525 535 /137 382 /370 288 /453

## Deed Information

| Book1 | Page1 | Book2 | Page2 | Book3 | Page3 | Book4 | Page4 |
|---|---|---|---|---|---|---|---|
| 709 | 107 | 586 | 176 | 582 | 525 | | |

## Market Land Information

| Method | Type | AC/SF | Eff FF | Depth | D-Fact | Inf1 | Fact1 | Inf2 | Fact2 | Ovrd | Class | Value Est |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sqft | Primary Site - 1 | 7500 | | | | 5 | 75 | | | | | 8,350 |

## Dwelling Information

| Dwelling Information | |
|---|---|
| Res Type | Single-family Residence |
| Quality | FR |
| Year Built | 1920 |
| Eff Year | |
| MS Style | One Story |
| LBCSStruct | Detached SFR unit |
| No. of Units | |
| Total Living Area | |
| Calculated Area | 976 |
| Main Floor Living Area | 976 |
| Upper Floor Living Area Pct. | |
| CDU | VP- |
| Phys/Func/Econ | VP-/ / |
| Ovr Pct Gd/RCN | /111,760 |
| Remodel | |
| Percent Complete | |
| Assessment Class | |
| MU Cls/Pct | |

| Comp Sales Information | |
|---|---|
| Arch Style | Bungalow |
| Bsmt Type | Crawl - 2 |
| Total Rooms | 5 |
| Bedrooms | 2 |
| Family Rooms | |
| Full Baths | 1 |
| Half Baths | |
| Garage Cap | |
| Foundation | Concrete - 2 |

**Dwelling Components**

| Code | Units | Pct | Quality | Year |
|---|---|---|---|---|
| Frame, Siding/Shingle | | 100 | | |
| Raised Subfloor (% or SF) | | 100 | | |
| Plumbing Rough-ins (#) | 1 | | | |
| Wood Deck (SF) with Roof | 70 | | | |
| Composition Shingle | | 100 | | |
| Plumbing Fixtures (#) | 5 | | | |
| Automatic Floor Cover Allowance | | | | |

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# REQUEST FOR COMMISSION ACTION
# CITY OF INDEPENDENCE
# February 26, 2026

**Department** Admin **Director Approval** David Cowan

**AGENDA ITEM** Public Hearing to consider condemnation of 917 W. Sycamore Street as dangerous and unsafe.

**SUMMARY RECOMMENDATION** City Staff recommends condemning the property as dangerous and unsafe.

**BACKGROUND**

The property located at 917 W. Sycamore has been previously reported to the City for issues involving the condition of the primary structure and environmental issues. Upon inspection, City staff observed that both structures are in significant disrepair, pose safety hazards, and no city utilities since 9/13/2015.

City staff recommends condemnation of the structure as dangerous and unsafe.

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

**SUGGESTED MOTION** I move to adopt a resolution condemning 917 W. Sycamore Street as dangerous and unsafe.

**SUPPORTING DOCUMENTS**

1. RESOLUTION 2026-031 - CONDEMNATION - DAYS - 917 W Sycamore
2. 917 W. Sycamore - Photos
3. 2026 - Notice of Public Hearing Date - 1st Letter - Cert - 11242025
4. 2025-069 - Condemnation - P_H - 917 W Sycamore
5. 2026 - 917 W. Sycamore - Setting Date of Public Hearing
6. 917 W Sycamore - Determination of Unsafe or Dangerous Structure
7. 3159920_OE_Report
8. Notes & Parcel - 917 W Sycamore (2)

**RESOLUTION NO. 2026-031**

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 5, Block E, Dean's Addition to the City of Independence, Montgomery County, Kansas

Common Address
917 W Sycamore St.

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 11th day of December 2025, 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. #2025—069**, dated **December 11, 2025**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **December 19, 2025 and December 26, 2025**, 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 5, Block E, Dean's Addition to the City of Independence, Montgomery County, Kansas

Common Address
917 W Sycamore 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 26th day of February, 2026.

(SEAL)

_____
Mayor

_____
City Clerk

# 917 W. Sycamore

CITY OF INDEPENDENCE KANSAS
"Delivering Excellence"

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

**NOTICE OF PUBLIC HEARING TO CONSIDER CONDEMNATION OF PROPERTY**

Date: December 19, 2025

TO: **Ted & Ann Howard**
Lien Holder:

RE: Unsafe or Dangerous Structure at: **917 W. Sycamore Street**

Property records reflect that you are the owner or occupant of the above-described Property. This letter is being provided to you pursuant to K.S.A. 12-1751 et sea to advise you that staff for the City of Independence, Kansas, has determined that the Property is "unsafe or dangerous" and subject to condemnation or being ordered to be repaired or demolished.

On **December 11, 2025**, the City Commission adopted a Resolution for a public hearing to be held on **February 26, 2026, at 120 N. 6th Street**, Commission Room, Independence, Kansas 67301. The public hearing will commence at 5:30 p.m. At such hearing, the owner of the Property, the owner's agent, lienholders or record, and any occupant may appear and show cause why the structure(s) on the Property should not be condemned and ordered repaired or demolished.

On the date of the hearing, the Governing Body shall hear the evidence (if any) presented. If the Governing Body finds that the Property is unsafe or dangerous, then the Governing Body may direct the structure(s) to be repaired or removed and the Property made safe and secure. The Governing Body shall also fix a reasonable time within which the repair or removal shall be commenced and, if the owner fails to commence the repair or removal within the time stated, or fails to diligently prosecute the same to completion, the Governing Body will cause the structure to be repaired or razed and removed.

Please contact us as soon as possible so that we may review the steps that must be undertaken to bring the Property into compliance and no longer be regarded as unsafe or dangerous. To that end, please find enclosed a proposed Remediation Agreement. With a signed Remediation Agreement—together with a scope of work and proof of funds—City staff will can recommend to the Governing Body that further enforcement actions be stayed pending compliance with the Remediation Agreement.

Thank you for your prompt attention to this matter.

David Cowan

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

Assistant City Manager – Building & Code Enforcement

Attachments/Enclosures: Resolution No. **2025.069**
Draft Remediation Agreement

cc:

State of Kansas, Montgomery County
This instrument was filed for
Record on December 15, 2025 8:35 AM
Recorded in Book 752 Page 1331- 1331
Fee: $0.00 202503911
Marilyn Calhoun
Marilyn Calhoun , Register of Deeds

# RESOLUTION NO. 2025-069

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF HEARING BEFORE THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS, OF WHICH OWNERS, OWNERS AGENTS, LIEN HOLDERS OF RECORD AND ANY OCCUPANTS, IF ANY, OF THE STRUCTURE OR STRUCTURES IDENTIFIED BELOW, IN SAID CITY MAY APPEAR AND SHOW CAUSE WHY SAID STRUCTURE OR STRUCTURES SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED PURSUANT TO K.S.A. 12-1751 ET. SEQ.

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 11th day of December 2025, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

✓ **Legal:** Lot 5, Block E, Dean's Addition to the City of Independence, Montgomery County, Kansas.

**Common Address:** 917 W Sycamore St.

**Mortgage:**

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

That a public hearing will be held on Thursday, **February 26, 2026** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6th Street, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

Be it further resolved that the City Clerk shall cause this Resolution to be published one time each week for two consecutive weeks on the same day of each week, that at least thirty (30) days shall elapse between the last publication and the date set for hearing and the City Clerk shall give notice of the aforesaid hearing in the manner provided by Ordinance and by law.

Be it further resolved by the Governing Body of the City of Independence that its authority for the actions set forth herein is established pursuant to K.S.A. 12-1751 ET. SEQ.

Adopted this 11th day of December 2025.

(SEAL)

W. S. Sims
Mayor

David L. Mitchell
City Clerk

CITY OF INDEPENDENCE SEAL KANSAS

“Delivering Excellence”

**CITY OF INDEPENDENCE, KANSAS**
**Office of the Building Official**
120 N. 6th Street • Independence, KS 67301
Phone: (620) 332-2528 • Email: davidc@independenceks.gov

---

**Date:** 11/14/25

**To:**
**Ted & Ann Howard**
**917 W. Sycamore**
Independence, Kansas 67301

---

**RE:** Notice of Setting a Date for a Public Hearing to Consider Condemnation of Property

**Property Location:** 917 W. Sycamore
**Lien Holder:**

Dear Mr. Howard:

On **October 17, 2025**, pursuant to **K.S.A. 12-1752**, the enforcing officer for the City of Independence, Kansas, will request that the **City Commission** set a **public hearing date** to consider whether the structure(s) located at **917 W. Sycamore Street** are unsafe or dangerous, and whether they should be ordered by the Governing Body to be repaired or demolished.

The City has received reports from Code Enforcement staff and neighboring residents indicating that the structure(s) at this address are **vacant, deteriorated, and in disrepair**. Observed conditions include **roof in disrepair, open doors, broken windows and vegetation overgrown** and the fact that **City utility services were last active on 9/13/2015**.

To avert condemnation proceedings for the above-referenced property, it is imperative that the following actions be undertaken **without delay**:

1. **Mortgage/Lien Holder Information** – Provide the City with the current mortgage or lien holder and insurance information.
   *Note: FAMI Insurance provided notification on June 2, 2025.*
2. **Structural Repair** – If you intend to repair the structure, submit a **detailed plan and timeline** outlining the steps you will take to restore the building to a safe and usable condition.

CITY OF INDEPENDENCE KANSAS

"Delivering Excellence"

3. **Property Maintenance** – Maintain the property in accordance with City Code, including **regular mowing, trimming of vegetation, and removal of all trash and debris**.
4. **Demolition Procedures** – If you choose to demolish the structure, begin the process immediately and provide the City with a **timeline for demolition and site clearance**. A **City-issued demolition permit** is required prior to any such work.

**Commission Meeting – Setting the Date:**

- **Date:** **December 11, 2025**
- **Time:** **5:30 PM**
- **Location:** **120 N. 6th – Commission Meeting Room 1st Floor**

Should you need clarification or wish to discuss this matter further, please contact me at your convenience at **(620) 332-2528** (office), **(620) 330-0056** (mobile), or via email at **davidc@independenceks.gov**.

Your prompt cooperation in addressing this matter is appreciated.
Sincerely,

**David J. Cowan**
Assistant City Manager
Building Official / Director
City of Independence, Kansas

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

# DETERMINATION OF UNSAFE OR DANGEROUS STRUCTURE

Date: November 14, 2025
Address: **917 W. Sycamore**
Owner: **Ted and Ann Howard**
Parcel No.: **087-25-0-40-09-005-00-0-01**
Legal Description: **Lot 5, Block E, Dean's Addition to the City of Independence, Montgomery County, Kansas**

Date of Inspection: October 17, 2025

**The City of Independence, Kansas, has determined that the above-described structures or property are "unsafe", "dangerous", "hazardous", and/or "unfit for human occupancy" under the City Codes and Ordinance 4466 as adopted for the following reasons:**

## UNSAFE STRUCTURES

_X__ Does not provide minimum safeguards to protect or warn occupants in the event of fire.
_X__ Such structure contains unsafe infrastructure, structure or equipment
_X__ Such structure is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

Additional Findings: _____
_____
_____
_____

## DANGEROUS STRUCTURES

☐ Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the City as related to the requirements for existing buildings.

☐ The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

XX☐ Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

XX☐ Any portion of a building, or any member, appurtenance, or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.

XX☐ The building or structure, or part of the building or structure, because of dilapidation,

deterioration, decay, faulty construction, the removal or movement of some portion of the ground
necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

XX☐ The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

☐ The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children that might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

xx☐ A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

xx☐ Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

xx☐ Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

**STRUCTURES UNFIT FOR HUMAN OCCUPANCY**

xx☐ A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by City Code and IBC, as adopted by the City, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

Security 1st Title

# Report Cover Page

| | | | |
|---|---|---|---|
| Date: | **11/14/2025** | Prepared For: | **City of Independence** |
| Order No.: | **3159920** | Owner(s): | **Ted L. Howard and Ann L. Howard** |
| Issuing Office: | **Security 1st Title<br>114 N. Pennsylvania Avenue<br>Independence, KS 67301** | Property Address: | **917 W Sycamore St, Independence, KS 67301** |

**Note:** The documents linked in this report should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Tax Information:**

087-25-0-40-09-005.00-0

Security 1st Title

Date: November 14, 2025
Property Address: 917 W Sycamore St, Independence, KS 67301

File No.: 3159920
Title Contact: Mary Jo Wallis
Contact E-mail: mwallis@security1st.com

# OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:
City of Independence
David Cowan
120 N. 6th Street
Independence, KS 67301

Effective Date of this Report: November 01, 2025 at 7:00 A.M.

On Real Estate described as:

**Lot 5, Block E, Dean's Addition to the City of Independence, Montgomery County, Kansas**

The Public Records located in Montgomery County indicate that:

A. Interest in the Land described in this Report is owned, at the Report Effective Date, by:

Ted L. Howard and Ann L. Howard

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

1. The County Tax Records indicated that the real estate taxes are:

General taxes and special assessments for the year 2025 in the amount of $339.36, NOT PAID.

Tax Parcel No. # 087-25-0-40-09-005-00-0-01

PIN # IC 2821

2. The County Tax Records indicated that the real estate taxes are:

General taxes and special assessments for the year 2024 in the amount of $342.02, NOT PAID.

Tax Parcel No. # 087-25-0-40-09-005-00-0-01

PIN # IC 2821

3. The County Tax Records indicated that the real estate taxes are:

   General taxes and special assessments for the year 2023 in the amount of $332.10, NOT PAID.

   Tax Parcel No. # 087-25-0-40-09-005-00-0-01

   PIN # IC 2821

4. The County Tax Records indicated that the real estate taxes are:

   General taxes and special assessments for the year 2022 in the amount of $305.48, NOT PAID.

   Tax Parcel No. # 087-25-0-40-09-005-00-0-01

   PIN # IC 2821

5. The County Tax Records indicated that the real estate taxes are:

   General taxes and special assessments for the year 2021 in the amount of $275.58, NOT PAID.

   Tax Parcel No. # 087-25-0-40-09-005-00-0-01

   PIN # IC 2821

6. The County Tax Records indicated that the real estate taxes are:

   General taxes and special assessments for the year 2020 in the amount of $251.62, NOT PAID.

   Tax Parcel No. # 087-25-0-40-09-005-00-0-01

   PIN # IC 2821

This Report is limited to only the information described above.

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

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

Security 1st Title

Mary Jo Wallis

Licensed Abstracter

Address: 917 W Sycamore

9/23/2015

Utility Account: Y (N) Last Active Service Date: UNKNOWN

Parcel: (Y) N Pictures: Structure-House-Yard-Sides-Rear-Rear Yard

Holes in Roof: (Y) N

Notes: Back part of Roof Bad Shape

Missing Windows: (Y) N

Notes: Broken windows

Open Doors: (Y) (N)

Notes: Back Door open

Yard ~~Not~~ Mowed: Y (N) Trash or Debris: (Y) N

Notes: All overgrown Trash in shed

Other Notes: ~~Boat in driveway~~

Print Page

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**The Parcel Number for this Property is 063-087-25-0-40-09-005.00-0**
**Quick Ref ID: 3173**

## Owner Information

| | |
|---|---|
| **Owner Name** | HOWARD, TED & ANN L |
| **Address** | 917 W SYCAMORE ST INDEPENDENCE, KS 67301 |

## Property Situs Address

| | |
|---|---|
| **Address** | 917 W SYCAMORE ST, Independence, KS 67301 |

## Land Based Classification System

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

## General Property Information

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

## Property Factors

| | |
|---|---|
| **Topography** | Level - 1 |
| **Utilities** | All Public - 1 |
| **Access** | Paved Road - 1 Alley - 7 |
| **Fronting** | Residential Street - 4 |
| **Location** | Neighborhood or Spot - 6 |
| **Parking Type** | On and Off Street - 3 |
| **Parking Quantity** | Adequate - 2 |
| **Parking Proximity** | On Site - 3 |
| **Parking Covered** | |
| **Parking Uncovered** | |

## 2025 Appraised Value

| Class | Land | Building | Total |
|---|---|---|---|
| Residential - R | 4,560 | 13,540 | 18,100 |
| | | | |
| Total | 4,560 | 13,540 | 18,100 |

## 2024 Appraised Value

| Class | Land | Building | Total |
|---|---|---|---|
| Residential - R | 4,560 | 13,340 | 17,900 |
| | | | |
| Total | 4,560 | 13,340 | 17,900 |

## Tract Description

DEANS ADD, S25, T32, R15, BLOCK E, Lot 5, 7976 SQUARE FEET, Lot Width: 050.0 Lot Depth: 160.0 Plat Book/Page 4 /13 Deed Book/Page 352 /082

## Deed Information

| Book1 | Page1 | Book2 | Page2 | Book3 | Page3 | Book4 | Page4 |
|---|---|---|---|---|---|---|---|
| 352 | 082 | | | | | | |

## Market Land Information

| Method | Type | AC/SF | Eff FF | Depth | D-Fact | Inf1 | Fact1 | Inf2 | Fact2 | Ovrd | Class | Value Est |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sqft | Primary Site - 1 | 7976 | | | | | | | | | | 4,560 |

## Dwelling Information

| Dwelling Information | |
|---|---|
| Res Type | Single-family Residence |
| Quality | FR |
| Year Built | 1915 |
| Eff Year | |
| MS Style | One Story |
| LBCSStruct | Detached SFR unit |
| No. of Units | |
| Total Living Area | |
| Calculated Area | 942 |
| Main Floor Living Area | 942 |
| Upper Floor Living Area Pct. | |
| CDU | FR- |
| Phys/Func/Econ | PR/ / |
| Ovr Pct Gd/RCN | /105,460 |
| Remodel | |
| Percent Complete | |
| Assessment Class | |
| MU Cls/Pct | |

| Comp Sales Information | |
|---|---|
| Arch Style | Bungalow |
| Bsmt Type | Crawl - 2 |
| Total Rooms | 5 |
| Bedrooms | 2 |
| Family Rooms | |
| Full Baths | 1 |
| Half Baths | |
| Garage Cap | 1 |
| Foundation | Stone - 4 |

### Dwelling Components

| Code | Units | Pct | Quality | Year |
|---|---|---|---|---|
| Wood Deck (SF) with Roof | 55 | | | |
| Frame, Hardboard Sheets | | 100 | | |
| Raised Subfloor (% or SF) | | 100 | | |
| Plumbing Fixtures (#) | 5 | | | |
| Automatic Floor Cover Allowance | | | | |
| Raised Slab Porch (SF) with Roof | 72 | | 1 | |
| Composition Shingle | | 100 | | |
| Floor Furnace | | 100 | | |
| Plumbing Rough-ins (#) | 1 | | | |

### Building Improvements

| Id | Occupancy | MSCls | Rank | Qty | Yr Blt | Eff Yr | LBCS | Area | Perim | Hgt | Dimensions | Stories | Phys | Func | Econ | OVR% | Rsn | Cls | RCN | %Gd | Value |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 21 | Residential Garage - Detached | D | 1.00 | 1 | 1930 | | | 448 | 88 | 8 | 28 X 16 | 1 | 1 | 1 | | | | | 13,930 | 2 | 280 |
| 52 | Prefabricated Storage Shed | D | 1.00 | 1 | 1960 | | | 80 | 36 | 8 | 10 X 8 | 1 | 0 | 0 | | | | | 1,850 | 0 | 0 |

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Parcel Search powered by Aumentum TECHNOLOGIES

# REQUEST FOR COMMISSION ACTION
# CITY OF INDEPENDENCE
# February 26, 2026

**Department** Admin **Director Approval** David Cowan

**AGENDA ITEM** Public Hearing to consider condemnation of 1018 E. Birch Street as dangerous and unsafe.

**SUMMARY RECOMMENDATION** City Staff recommends condemnation as dangerous and unsafe.

**BACKGROUND**

The property located at 1018 E. Birch Street has been previously reported to the City for issues involving the condition of the primary structure, occupancy without utilities and environmental issues. Upon inspection, City staff observed that both structures are in significant disrepair, pose safety hazards, and have not had city utilities for several years, necessitating that the City enforce its Ordinance requiring the residence to be vacated.

City staff recommends condemnation of the structure as dangerous and unsafe.

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

**SUGGESTED MOTION** I move to adopt a resolution condemning 1018 E. Birch Street as dangerous and unsafe.

**SUPPORTING DOCUMENTS**

1. RESOLUTION 2026-036 - CONDEMNATION - DAYS - 1018 E Birch
2. 1018 E Birch - Photo 11212025
3. 2026 - Notice of Public Hearing Date - 1st Letter - Cert - 11242025
4. 2025-075 - Condemnation - P_H - 1018 E Birch
5. 1018 E Birch - Setting Date of Public Hearing - 11212025
6. 1018 E. Birch - 11212025 - Determination of Unsafe or Dangerous Structure
7. 3160132_OE_Report
8. Notes & Parcel - 1018 E Birch

**RESOLUTION NO. 2026-036**

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
Lots 9 and 10, Block 6, Revised Plat of Hill and Sutter's Addition to the City of Independence, Montgomery County, Kansas

Common Address
1018 E Birch St.

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 11th day of December 2025, 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. #2025—075**, dated **December 11, 2025**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **December 19, 2025 and December 26, 2025**, 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.

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Common Address
1018 E Birch 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 26th day of February, 2026.

(SEAL)

_____
Mayor

_____
City Clerk

# 1018 E. Birch Street

CITY OF INDEPENDENCE KANSAS
"Delivering Excellence"

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

**NOTICE OF PUBLIC HEARING TO CONSIDER CONDEMNATION OF PROPERTY**

Date: December 19, 2025

TO: **Deanna Gibson**
Lien Holder:

RE: Unsafe or Dangerous Structure at: **1018 E. Birch**

Property records reflect that you are the owner or occupant of the above-described Property. This letter is being provided to you pursuant to K.S.A. 12-1751 et sea to advise you that staff for the City of Independence, Kansas, has determined that the Property is "unsafe or dangerous" and subject to condemnation or being ordered to be repaired or demolished.

On **December 11, 2025**, the City Commission adopted a Resolution for a public hearing to be held on **February 26, 2026, at 120 N. 6th Street**, Commission Room, Independence, Kansas 67301. The public hearing will commence at **5:30 p.m.** At such hearing, the owner of the Property, the owner's agent, lienholders or record, and any occupant may appear and show cause why the structure(s) on the Property should not be condemned and ordered repaired or demolished.

On the date of the hearing, the Governing Body shall hear the evidence (if any) presented. If the Governing Body finds that the Property is unsafe or dangerous, then the Governing Body may direct the structure(s) to be repaired or removed and the Property made safe and secure. The Governing Body shall also fix a reasonable time within which the repair or removal shall be commenced and, if the owner fails to commence the repair or removal within the time stated, or fails to diligently prosecute the same to completion, the Governing Body will cause the structure to be repaired or razed and removed.

Please contact us as soon as possible so that we may review the steps that must be undertaken to bring the Property into compliance and no longer be regarded as unsafe or dangerous. To that end, please find enclosed a proposed Remediation Agreement. With a signed Remediation Agreement—together with a scope of work and proof of funds—City staff will can recommend to the Governing Body that further enforcement actions be stayed pending compliance with the Remediation Agreement.

Thank you for your prompt attention to this matter.

David Cowan

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

Assistant City Manager – Building & Code Enforcement

Attachments/Enclosures: Resolution No. **2025.075**
Draft Remediation Agreement

cc:

State of Kansas, Montgomery County
This instrument was filed for
Record on December 15, 2025 8:41 AM
Recorded in Book 752 Page 1337- 1337
Fee: $0.00 202503917
Marilyn Calhoun
Marilyn Calhoun , Register of Deeds

# RESOLUTION NO. 2025-075

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF HEARING BEFORE THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS, OF WHICH OWNERS, OWNERS AGENTS, LIEN HOLDERS OF RECORD AND ANY OCCUPANTS, IF ANY, OF THE STRUCTURE OR STRUCTURES IDENTIFIED BELOW, IN SAID CITY MAY APPEAR AND SHOW CAUSE WHY SAID STRUCTURE OR STRUCTURES SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED PURSUANT TO K.S.A. 12-1751 ET. SEQ.

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 11th day of December 2025, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

**Legal:** Lots 9 and 10, Block 6, Revised Plat of Hill and Sutter's Addition to the City of Independence, Montgomery County, Kansas.

**Common Address:** 1018 E Birch St.

**Mortgage:**

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

That a public hearing will be held on Thursday, **February 26, 2026** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6th Street, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

Be it further resolved that the City Clerk shall cause this Resolution to be published one time each week for two consecutive weeks on the same day of each week, that at least thirty (30) days shall elapse between the last publication and the date set for hearing and the City Clerk shall give notice of the aforesaid hearing in the manner provided by Ordinance and by law.

Be it further resolved by the Governing Body of the City of Independence that its authority for the actions set forth herein is established pursuant to K.S.A. 12-1751 ET. SEQ.

Adopted this 11th day of December 2025.

(SEAL)

Mayor

City Clerk

“Delivering Excellence”

**CITY OF INDEPENDENCE, KANSAS**
**Office of the Building Official**
120 N. 6th Street • Independence, KS 67301
Phone: (620) 332-2528 • Email: davidc@independenceks.gov

---

**Date: November 21, 2025**

**To:**
**Deanna Gibson**
**Attn: Deanna Muhaluk**
**621 Sea Oats Way**
**Virginia Beach, VA 23451**

---

**RE:** Notice of Setting a Date for a Public Hearing to Consider Condemnation of Property
**Property Location: 1018 E. Birch**
**Lien Holder:**
Dear Ms. Gibson:

On **November 1, 2025**, pursuant to **K.S.A. 12-1752**, the enforcing officer for the City of Independence, Kansas, will request that the **City Commission** set a **public hearing date** to consider whether the structure(s) located at **1018 E. Street** are unsafe or dangerous, and whether they should be ordered by the Governing Body to be repaired or demolished.

The City has received reports from Code Enforcement staff and neighboring residents indicating that the structure(s) at this address are **vacant, deteriorated, and in disrepair**. Observed conditions include **foundation issues, overgrown vegetation, trash and debris accumulation**, and the fact that **City utility services were last active on 2025 but no water service to the house for a long period of time**.

To avert condemnation proceedings for the above-referenced property, it is imperative that the following actions be undertaken **without delay**:

1. **Mortgage/Lien Holder Information** – Provide the City with the current mortgage or lien holder and insurance information.
   *Note: FAMI Insurance provided notification on June 2, 2025.*
2. **Structural Repair** – If you intend to repair the structure, submit a **detailed plan and timeline** outlining the steps you will take to restore the building to a safe and usable condition.
3. **Property Maintenance** – Maintain the property in accordance with City Code, including **regular mowing, trimming of vegetation, and removal of all trash and debris**.

“Delivering Excellence”

4. **Demolition Procedures** – If you choose to demolish the structure, begin the process immediately and provide the City with a **timeline for demolition and site clearance**. A **City-issued demolition permit** is required prior to any such work.

**Commission Meeting – Setting the Date:**

- **Date:** **December 11,2025**
- **Time:** **5:30 PM**
- **Location:** **120 N. 6th – Commission Meeting Room 1st Floor**

Should you need clarification or wish to discuss this matter further, please contact me at your convenience at **(620) 332-2528** (office), **(620) 330-0056** (mobile), or via email at **davidc@independenceks.gov**.

Your prompt cooperation in addressing this matter is appreciated.
Sincerely,

**David J. Cowan**
Assistant City Manager
Building Official / Director
City of Independence, Kansas

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

**DETERMINATION OF UNSAFE OR DANGEROUS STRUCTURE**

Date: **November 21, 2025**
Address: **1018 E. Birch**
Owner: **Deanna L. Gibson**
Parcel No.: **099-31-0-10-39-006-00-0-01**
Legal Description: **Lots 9 and 10, Block 6, Revised Plat of Hill and Sutter's Addition to the City of Independence, Montgomery County, Kansas**

Date of Inspection: November 2025

**The City of Independence, Kansas, has determined that the above-described structures or property are "unsafe", "dangerous", "hazardous", and/or "unfit for human occupancy" under the City Codes and Ordinance 4466 as adopted for the following reasons:**

**UNSAFE STRUCTURES**

___ Does not provide minimum safeguards to protect or warn occupants in the event of fire.
_X__ Such structure contains unsafe infrastructure, structure or equipment
_X__ Such structure is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

Additional Findings: _____
_____
_____
_____

**DANGEROUS STRUCTURES**

☐ Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the City as related to the requirements for existing buildings.

☐ The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

☐ Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ Any portion of a building, or any member, appurtenance, or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.

**X**☐ The building or structure, or part of the building or structure, because of dilapidation,

deterioration, decay, faulty construction, the removal or movement of some portion of the ground
necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

X☐ The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

☐ The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children that might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

X☐ A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

☐ Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

☐ Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

**STRUCTURES UNFIT FOR HUMAN OCCUPANCY**

X☐ A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by City Code and IBC, as adopted by the City, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

Security 1st Title

# Report Cover Page

| | | | |
|---|---|---|---|
| Date: | **11/20/2025** | Prepared For: | **City of Independence** |
| Order No.: | **3160132** | Owner(s): | **Deanna L. Gibson** |
| Issuing Office: | **Security 1st Title**<br>**114 N. Pennsylvania Avenue**<br>**Independence, KS 67301** | Property Address: | **1018 E Birch St, Independence, KS 67301** |

**Note:** The documents linked in this report should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Tax Information:**

099-31-0-10-39-006.00-0

Security 1st Title

Date: November 20, 2025
Property Address: 1018 E Birch St, Independence, KS 67301

File No.: 3160132
Title Contact: Mary Jo Wallis
Contact E-mail: mwallis@security1st.com

# OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:
City of Independence
David Cowan
120 N. 6th Street
Independence, KS 67301

Effective Date of this Report: November 03, 2025 at 7:00 A.M.

On Real Estate described as:

**Lots 9 and 10, Block 6, Revised Plat of Hill and Sutter's Addition to the City of Independence, Montgomery County, Kansas**

The Public Records located in Montgomery County indicate that:

A. Interest in the Land described in this Report is owned, at the Report Effective Date, by:

   Deanna L. Gibson

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

   1. The County Tax Records indicated that the real estate taxes are:

      General taxes and special assessments for the year 2025 in the amount of $438.36, NOT PAID.

      Tax Parcel No. # 099-31-0-10-39-006-00-0-01

      PIN # IC 5338

2. The County Tax Records indicated that the real estate taxes are:

   General taxes and special assessments for the year 2024 in the amount of $421.50, NOT PAID.

   Tax Parcel No. # 099-31-0-10-39-006-00-0-01

   PIN # IC 5338

3. The County Tax Records indicated that the real estate taxes are:

   General taxes and special assessments for the year 2023 in the amount of $409.04, HALF PAID.

   Tax Parcel No. # 099-31-0-10-39-006-00-0-01

   PIN # IC 5338

This Report is limited to only the information described above.

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

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

Security 1st Title

Mary Jo Wallis

Licensed Abstracter

**Address:** 10190 E Birch

**Utility Account:** (Y) N **Last Active Service Date:** Active

**Parcel:** (Y) N **Pictures:** Structure-House-Yard-Sides-Rear-Rear Yard

**Holes in Roof:** (Y) N

**Notes:**

**Missing Windows:** (Y) N

**Notes:** Missing | Broken | Boarded

**Open Doors:** Y (N)

**Notes:** Boarded

**Yard ~~Not~~ Mowed:** Y (N) **Trash or Debris:** (Y) N

**Notes:** Back & front | Truck & car in Back

**Other Notes:** Disrepair

Print Page

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**The Parcel Number for this Property is 063-099-31-0-10-39-006.00-0**
**Quick Ref ID: 6875**

## Owner Information

| | |
|---|---|
| **Owner Name** | GIBSON, DEANNA L |
| **Address** | Attn: DEANNA MUHALUK 621 SEA OATS WAY VIRGINIA BEACH, VA 23451 |
| **Owner Name** | MUHALUK, DEANNA |
| **Address** | 621 SEA OATS WAY VIRGINIA BEACH, VA 23451 |

## Property Situs Address

| | |
|---|---|
| **Address** | 1018 E BIRCH ST, Independence, KS 67301 |

## Land Based Classification System

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

## General Property Information

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

## Property Factors

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

## 2025 Appraised Value

| Class | Land | Building | Total |
|---|---|---|---|
| Residential - R | 5,780 | 17,590 | 23,370 |
| | | | |
| Total | 5,780 | 17,590 | 23,370 |

## 2024 Appraised Value

| Class | Land | Building | Total |
|---|---|---|---|
| Residential - R | 5,780 | 16,270 | 22,050 |
| | | | |
| Total | 5,780 | 16,270 | 22,050 |

## Tract Description

HILL & SUTTERS 1ST ADD, S31, T32, R16, BLOCK 6, Lot 9 & 10; Lot Width: 120.0 Lot Depth: 120.0 Plat Book/Page A /15 Lot Width: 120.0 Lot Depth: 120.0 Deed Book/Page 507 /027 486 /145 336 /028

## Deed Information

| Book1 | Page1 | Book2 | Page2 | Book3 | Page3 | Book4 | Page4 |
|---|---|---|---|---|---|---|---|
| 507 | 027 | | | | | | |

## Market Land Information

| Method | Type | AC/SF | Eff FF | Depth | D-Fact | Inf1 | Fact1 | Inf2 | Fact2 | Ovrd | Class | Value Est |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sqft | Primary Site - 1 | 14400 | | | | | | | | | | 5,780 |

## Dwelling Information

| Dwelling Information | |
|---|---|
| Res Type | Single-family Residence |
| Quality | FR |
| Year Built | 1905 |
| Eff Year | |
| MS Style | 1 1/2 Story Finished |
| LBCSStruct | Detached SFR unit |
| No. of Units | |
| Total Living Area | |
| Calculated Area | 1,421 |
| Main Floor Living Area | 888 |
| Upper Floor Living Area Pct. | 60 |
| CDU | FR |
| Phys/Func/Econ | FR-/ / |
| Ovr Pct Gd/RCN | /127,550 |
| Remodel | |
| Percent Complete | |
| Assessment Class | |
| MU Cls/Pct | |

| Comp Sales Information | |
|---|---|
| Arch Style | Old Style |
| Bsmt Type | Crawl - 2 |
| Total Rooms | 5 |
| Bedrooms | 3 |
| Family Rooms | |
| Full Baths | 1 |
| Half Baths | |
| Garage Cap | |
| Foundation | Concrete - 2 |

| Dwelling Components | | | | |
|---|---|---|---|---|
| Code | Units | Pct | Quality | Year |
| Composition Shingle | | 100 | | |
| Plumbing Fixtures (#) | 5 | | | |
| Automatic Floor Cover Allowance | | | | |
| Frame, Siding, Wood | | 100 | | |
| Raised Subfloor (% or SF) | | 100 | | |

| | | | | |
|---|---|---|---|---|
| Plumbing Rough-ins (#) | 1 | | | |
| Wood Deck (SF) | 21 | | | |

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# The Parcel Number for this Property is 063-099-31-0-10-39-006.00-0
# Quick Ref ID: 6875

## Owner Information

| | |
|---|---|
| **Owner Name** | GIBSON, DEANNA L |
| **Address** | Attn: DEANNA MUHALUK 621 SEA OATS WAY VIRGINIA BEACH, VA 23451 |
| **Owner Name** | MUHALUK, DEANNA |
| **Address** | 621 SEA OATS WAY VIRGINIA BEACH, VA 23451 |

## Property Situs Address

| | |
|---|---|
| **Address** | 1018 E BIRCH ST, Independence, KS 67301 |

## Land Based Classification System

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

## General Property Information

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

## Property Factors

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

## 2025 Appraised Value

| Class | Land | Building | Total |
|---|---|---|---|
| Residential - R | 5,780 | 17,590 | 23,370 |
| | | | |
| Total | 5,780 | 17,590 | 23,370 |

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| Class | Land | Building | Total |
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| | | | |
| Total | 5,780 | 16,270 | 22,050 |

## Tract Description

HILL & SUTTERS 1ST ADD, S31, T32, R16, BLOCK 6, Lot 9 & 10; Lot Width: 120.0 Lot Depth: 120.0 Plat Book/Page A /15 Lot Width: 120.0 Lot Depth: 120.0 Deed Book/Page 507 /027 486 /145 336 /028

## Deed Information

| Book1 | Page1 | Book2 | Page2 | Book3 | Page3 | Book4 | Page4 |
|---|---|---|---|---|---|---|---|
| 507 | 027 | | | | | | |

## Market Land Information

| Method | Type | AC/SF | Eff FF | Depth | D-Fact | Inf1 | Fact1 | Inf2 | Fact2 | Ovrd | Class | Value Est |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sqft | Primary Site - 1 | 14400 | | | | | | | | | | 5,780 |

## Dwelling Information

| Dwelling Information | |
|---|---|
| Res Type | Single-family Residence |
| Quality | FR |
| Year Built | 1905 |
| Eff Year | |
| MS Style | 1 1/2 Story Finished |
| LBCSStruct | Detached SFR unit |
| No. of Units | |
| Total Living Area | |
| Calculated Area | 1,421 |
| Main Floor Living Area | 888 |
| Upper Floor Living Area Pct. | 60 |
| CDU | FR |
| Phys/Func/Econ | FR-/ / |
| Ovr Pct Gd/RCN | /127,550 |
| Remodel | |
| Percent Complete | |
| Assessment Class | |
| MU Cls/Pct | |

| Comp Sales Information | |
|---|---|
| Arch Style | Old Style |
| Bsmt Type | Crawl - 2 |
| Total Rooms | 5 |
| Bedrooms | 3 |
| Family Rooms | |
| Full Baths | 1 |
| Half Baths | |
| Garage Cap | |
| Foundation | Concrete - 2 |

| Dwelling Components | | | | |
|---|---|---|---|---|
| Code | Units | Pct | Quality | Year |
| Frame, Siding, Wood | | 100 | | |
| Raised Subfloor (% or SF) | | 100 | | |
| Plumbing Rough-ins (#) | 1 | | | |
| Composition Shingle | | 100 | | |
| Plumbing Fixtures (#) | 5 | | | |

| | | | | |
|---|---|---|---|---|
| Automatic Floor Cover Allowance | | | | |
| Wood Deck (SF) | 21 | | | |

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# REQUEST FOR COMMISSION ACTION
# CITY OF INDEPENDENCE
# February 26, 2026

**Department** Admin **Director Approval** David Cowan

**AGENDA ITEM** Public Hearing to consider condemnation of 1020 W. Chestnut Street as dangerous and unsafe.

**SUMMARY RECOMMENDATION** City Staff recommends condemnation as dangerous and unsafe.

**BACKGROUND**

The property located at 1020 W. Chestnut Street has been previously reported to the City for issues involving the condition of the primary structure and environmental issues. Upon inspection, City staff observed that both structures are in significant disrepair, pose safety hazards, and no city utilities since 8/15/2012.

City staff recommends condemning the property as dangerous and unsafe.

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

**SUGGESTED MOTION** I move to adopt a resolution condemning 1020 W. Chestnut Street as dangerous and unsafe.

**SUPPORTING DOCUMENTS**

1. RESOLUTION 2026-030 - CONDEMNATION - DAYS - 1020 W Chestnut
2. 1020 W. Chestnut Photo
3. 2026 - Notice of Public Hearing Date - 1st Letter - Cert - 11242025
4. 2025-068 - Condemnation - P_H - 1020 W Chestnut
5. 2026 - 1020 W. Chestnut - Setting Date of Public Hearing
6. 1020 W. Chestnut - Determination of Unsafe or Dangerous Structure
7. 3159927_OE_Report
8. Inspection

**RESOLUTION NO. 2026-030**

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 7, Block 12, York and Wilson's Addition to the City of Independence, Montgomery County, Kansas

Common Address
1020 W Chestnut St.

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 11th day of December 2025, 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. #2025—068**, dated **December 11, 2025**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **December 17, 2025 and December 24, 2025**, 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 7, Block 12, York and Wilson's Addition to the City of Independence, Montgomery County, Kansas

Common Address
1020 W Chestnut 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 26th day of February, 2026.

(SEAL)

_____
Mayor

_____
City Clerk

# 1020 W Chestnut

CITY OF INDEPENDENCE KANSAS
"Delivering Excellence"

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

**NOTICE OF PUBLIC HEARING TO CONSIDER CONDEMNATION OF PROPERTY**

Date: December 18, 2025

TO: **Hector A Guevara**
Lien Holder:

RE: Unsafe or Dangerous Structure at: **1020 W. Chestnut**

Property records reflect that you are the owner or occupant of the above-described Property. This letter is being provided to you pursuant to K.S.A. 12-1751 et sea to advise you that staff for the City of Independence, Kansas, has determined that the Property is "unsafe or dangerous" and subject to condemnation or being ordered to be repaired or demolished.

On **December 11, 2025**, the City Commission adopted a Resolution for a public hearing to be held on **February 26, 2026, at 120 N. 6th Street**, Commission Room, Independence, Kansas 67301. The public hearing will commence at **5:30 p.m.** At such hearing, the owner of the Property, the owner's agent, lienholders or record, and any occupant may appear and show cause why the structure(s) on the Property should not be condemned and ordered repaired or demolished.

On the date of the hearing, the Governing Body shall hear the evidence (if any) presented. If the Governing Body finds that the Property is unsafe or dangerous, then the Governing Body may direct the structure(s) to be repaired or removed and the Property made safe and secure. The Governing Body shall also fix a reasonable time within which the repair or removal shall be commenced and, if the owner fails to commence the repair or removal within the time stated, or fails to diligently prosecute the same to completion, the Governing Body will cause the structure to be repaired or razed and removed.

Please contact us as soon as possible so that we may review the steps that must be undertaken to bring the Property into compliance and no longer be regarded as unsafe or dangerous. To that end, please find enclosed a proposed Remediation Agreement. With a signed Remediation Agreement—together with a scope of work and proof of funds—City staff will can recommend to the Governing Body that further enforcement actions be stayed pending compliance with the Remediation Agreement.

Thank you for your prompt attention to this matter.

David Cowan

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

Assistant City Manager – Building & Code Enforcement

Attachments/Enclosures: Resolution No. **2025.068**
Draft Remediation Agreement

cc:

State of Kansas, Montgomery County
This instrument was filed for
Record on December 15, 2025 8:34 AM
Recorded in Book 752 Page 1330- 1330
Fee: $0.00 202503910
Marilyn Calhoun
Marilyn Calhoun , Register of Deeds

# RESOLUTION NO. 2025-068

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF HEARING BEFORE THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS, OF WHICH OWNERS, OWNERS AGENTS, LIEN HOLDERS OF RECORD AND ANY OCCUPANTS, IF ANY, OF THE STRUCTURE OR STRUCTURES IDENTIFIED BELOW, IN SAID CITY MAY APPEAR AND SHOW CAUSE WHY SAID STRUCTURE OR STRUCTURES SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED PURSUANT TO K.S.A. 12-1751 ET. SEQ.

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 11th day of December 2025, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

**Legal:** Lot 7, Block 12, York and Wilson's Addition to the City of Independence, Montgomery County, Kansas.

**Common Address:** 1020 W Chestnut St.

**Mortgage:**

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

That a public hearing will be held on Thursday, **February 26, 2026** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6th Street, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

Be it further resolved that the City Clerk shall cause this Resolution to be published one time each week for two consecutive weeks on the same day of each week, that at least thirty (30) days shall elapse between the last publication and the date set for hearing and the City Clerk shall give notice of the aforesaid hearing in the manner provided by Ordinance and by law.

Be it further resolved by the Governing Body of the City of Independence that its authority for the actions set forth herein is established pursuant to K.S.A. 12-1751 ET. SEQ.

Adopted this 11th day of December 2025.

(SEAL)

Mayor

City Clerk

"Delivering Excellence"

**CITY OF INDEPENDENCE, KANSAS**
**Office of the Building Official**
120 N. 6th Street • Independence, KS 67301
Phone: (620) 332-2528 • Email: davidc@independenceks.gov

---

**Date:** 11/14/25

**To:**
**Hector Guevara**
**1020 W. Chestnut**
Independence, Kansas 67301

---

**RE:** Notice of Setting a Date for a Public Hearing to Consider Condemnation of Property

**Property Location:** 1020 W. Chestnut
**Lien Holder:**

Dear Mr. Guevara:

On **October 17, 2025**, pursuant to **K.S.A. 12-1752**, the enforcing officer for the City of Independence, Kansas, will request that the **City Commission** set a **public hearing date** to consider whether the structure(s) located at **1020 W. Chestnut Street** are unsafe or dangerous, and whether they should be ordered by the Governing Body to be repaired or demolished.

The City has received reports from Code Enforcement staff and neighboring residents indicating that the structure(s) at this address are **vacant, deteriorated, and in disrepair**. Observed conditions include **boarded windows,broken and missing windows**, and the fact that **City utility services were last active on August 15, 2012**.

To avert condemnation proceedings for the above-referenced property, it is imperative that the following actions be undertaken **without delay**:

1. **Mortgage/Lien Holder Information** – Provide the City with the current mortgage or lien holder and insurance information.
   *Note: FAMI Insurance provided notification on June 2, 2025.*
2. **Structural Repair** – If you intend to repair the structure, submit a **detailed plan and timeline** outlining the steps you will take to restore the building to a safe and usable condition.

CITY OF
INDEPENDENCE
KANSAS
"Delivering Excellence"

3. **Property Maintenance** – Maintain the property in accordance with City Code, including **regular mowing, trimming of vegetation, and removal of all trash and debris**.
4. **Demolition Procedures** – If you choose to demolish the structure, begin the process immediately and provide the City with a **timeline for demolition and site clearance**. A **City-issued demolition permit** is required prior to any such work.

**Commission Meeting – Setting the Date:**

- **Date:** **December 11, 2025**
- **Time:** **5:30 PM**
- **Location:** **120 N. 6th – Commission Meeting Room 1st Floor**

Should you need clarification or wish to discuss this matter further, please contact me at your convenience at **(620) 332-2528** (office), **(620) 330-0056** (mobile), or via email at **davidc@independenceks.gov**.

Your prompt cooperation in addressing this matter is appreciated.
Sincerely,

**David J. Cowan**
Assistant City Manager
Building Official / Director
City of Independence, Kansas

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

# DETERMINATION OF UNSAFE OR DANGEROUS STRUCTURE

Date: November 14, 2025
Address: **1020 W. Chestnut**
Owner: **Hector Guevara**
Parcel No.: **087-25-0-40-34-006-00-0-01**
Legal Description: **Lot 7, Block 12, York and Wilson's Addition to the City of Independence, Montgomery County, Kansas**

Date of Inspection: October 17, 2025

**The City of Independence, Kansas, has determined that the above-described structures or property are "unsafe", "dangerous", "hazardous", and/or "unfit for human occupancy" under the City Codes and Ordinance 4466 as adopted for the following reasons:**

## UNSAFE STRUCTURES

_X__ Does not provide minimum safeguards to protect or warn occupants in the event of fire.
_X__ Such structure contains unsafe infrastructure, structure or equipment
_X__ Such structure is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

Additional Findings: _____
_____
_____
_____

## DANGEROUS STRUCTURES

☐ Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the City as related to the requirements for existing buildings.

☐ The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

XX☐ Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

XX☐ Any portion of a building, or any member, appurtenance, or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.

XX☐ The building or structure, or part of the building or structure, because of dilapidation,

deterioration, decay, faulty construction, the removal or movement of some portion of the ground
necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

XX☐ The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

☐ The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children that might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

xx☐ A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

xx☐ Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

xx☐ Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

**STRUCTURES UNFIT FOR HUMAN OCCUPANCY**

xx☐ A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by City Code and IBC, as adopted by the City, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

Security 1st Title

# Report Cover Page

| | | | |
|---|---|---|---|
| Date: | **11/14/2025** | Prepared For: | **City of Independence** |
| Order No.: | **3159927** | Owner(s): | **Hector A. Guevara** |
| Issuing Office: | **Security 1st Title**<br>**114 N. Pennsylvania Avenue**<br>**Independence, KS 67301** | Property Address: | **1020 W Chestnut St, Independence, KS 67301** |

**Note:** The documents linked in this report should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Tax Information:**

087-25-0-40-34-006.00-0

Security 1st Title

Date: November 14, 2025
Property Address: 1020 W Chestnut St, Independence, KS 67301

File No.: 3159927
Title Contact: Mary Jo Wallis
Contact E-mail: mwallis@security1st.com

# OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:
City of Independence
David Cowan
120 N. 6th Street
Independence, KS 67301

Effective Date of this Report: November 01, 2025 at 7:00 A.M.

On Real Estate described as:

**Lot 7, Block 12, York and Wilson's Addition to the City of Independence, Montgomery County, Kansas**

The Public Records located in Montgomery County indicate that:

A. Interest in the Land described in this Report is owned, at the Report Effective Date, by:

Hector A. Guevara

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

1. The County Tax Records indicated that the real estate taxes are:

General taxes and special assessments for the year 2025 in the amount of $281.00, NOT PAID.

Tax Parcel No. # 087-25-0-40-34-006-00-0-01

PIN # IC 1934

2. The County Tax Records indicated that the real estate taxes are:

General taxes and special assessments for the year 2024 in the amount of $270.08, NOT PAID.

Tax Parcel No. # 087-25-0-40-34-006-00-0-01

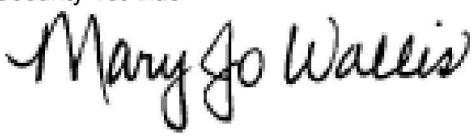
PIN # IC 1934

This Report is limited to only the information described above.

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

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

Security 1st Title



Licensed Abstracter

Address: 1020 W Chestnut

Utility Account: Y (N) Last Active Service Date: 10/15/2012

Parcel: (Y) N Pictures: Structure-House-Yard-Sides-Rear-Rear Yard

Holes in Roof: (Y) N

Notes: Poor Condition

Missing Windows: (Y) N

Notes: BROken, boarded, missing

Open Doors: Y (N)

Notes:

Yard ~~Not~~ Mowed: (Y) N Trash or Debris: Y (N)

Notes:

Other Notes: Disrepair - Squatters

Print Page

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# The Parcel Number for this Property is 063-087-25-0-40-34-006.00-0
# Quick Ref ID: 3469

## Owner Information

| | |
|---|---|
| **Owner Name** | GUEVARA, HECTOR A |
| **Address** | 1024 W CHESTNUT INDEPENDENCE, KS 67301 |

## Property Situs Address

| | |
|---|---|
| **Address** | 1020 W CHESTNUT ST, Independence, KS 67301 |

## Land Based Classification System

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

## General Property Information

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

## Property Factors

| | |
|---|---|
| **Topography** | Level - 1 |
| **Utilities** | All Public - 1 |
| **Access** | Paved Road - 1 Alley - 7 |
| **Fronting** | Residential Street - 4 |
| **Location** | Neighborhood or Spot - 6 |
| **Parking Type** | On and Off Street - 3 |
| **Parking Quantity** | Adequate - 2 |
| **Parking Proximity** | On Site - 3 |
| **Parking Covered** | |
| **Parking Uncovered** | |

## 2025 Appraised Value

| Class | Land | Building | Total |
|---|---|---|---|
| Residential - R | 4,370 | 10,610 | 14,980 |
| | | | |
| Total | 4,370 | 10,610 | 14,980 |

## 2024 Appraised Value

| Class | Land | Building | Total |
|---|---|---|---|
| Residential - R | 4,370 | 9,760 | 14,130 |
| | | | |
| Total | 4,370 | 9,760 | 14,130 |

## Tract Description

YORK & WILSONS ADD, S25, T32, R15, BLOCK 12, Lot 7, Lot Width: 050.0 Lot Depth: 140.0 Plat Book/Page 1 /9 Deed Book/Page 678 /97 340 /383

## Deed Information

| Book1 | Page1 | Book2 | Page2 | Book3 | Page3 | Book4 | Page4 |
|---|---|---|---|---|---|---|---|
| 678 | 97 | 678 | 95 | 678 | 97 3 | | |

## Market Land Information

| Method | Type | AC/SF | Eff FF | Depth | D-Fact | Inf1 | Fact1 | Inf2 | Fact2 | Ovrd | Class | Value Est |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sqft | Primary Site - 1 | 7000 | | | | | | | | | | 4,370 |

## Dwelling Information

| Dwelling Information | |
|---|---|
| Res Type | Single-family Residence |
| Quality | FR- |
| Year Built | 1907 |
| Eff Year | |
| MS Style | One Story |
| LBCSStruct | Detached SFR unit |
| No. of Units | |
| Total Living Area | |
| Calculated Area | 884 |
| Main Floor Living Area | 884 |
| Upper Floor Living Area Pct. | |
| CDU | FR- |
| Phys/Func/Econ | PR/ / |
| Ovr Pct Gd/RCN | /95,070 |
| Remodel | |
| Percent Complete | |
| Assessment Class | |
| MU Cls/Pct | |

| Comp Sales Information | |
|---|---|
| Arch Style | Bungalow |
| Bsmt Type | Crawl - 2 |
| Total Rooms | 5 |
| Bedrooms | 2 |
| Family Rooms | |
| Full Baths | 1 |
| Half Baths | |
| Garage Cap | 1 |
| Foundation | Brick - 5 |

**Dwelling Components**

| Code | Units | Pct | Quality | Year |
|---|---|---|---|---|
| Frame, Siding, Vinyl | | 100 | | |
| Raised Subfloor (% or SF) | | 100 | | |
| Plumbing Rough-ins (#) | 1 | | | |
| Wall Furnace | | 100 | | |
| Wood Deck (SF) with Roof | 84 | | | |
| Composition Shingle | | 100 | | |
| Plumbing Fixtures (#) | 5 | | | |

| | | | | |
|---|---|---|---|---|
| Automatic Floor Cover Allowance | | | | |

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# REQUEST FOR COMMISSION ACTION
# CITY OF INDEPENDENCE
# February 26, 2026

**Department** Admin **Director Approval** David Cowan

**AGENDA ITEM** Public Hearing to consider condemnation of 1028 W. Chestnut Street as dangerous and unsafe.

**SUMMARY RECOMMENDATION** City Staff recommends setting a Public Hearing date.

**BACKGROUND**

The property located at 1028 W. Chestnut Street has previously been reported to the City for issues involving the condition of the primary structure, occupancy without utilities and environmental issues. Upon inspection, City staff observed that both structures are in disrepair, pose safety hazards, and have not had city utilities since 9/15/2020.

The Building Inspector reports that work is occurring on the structure: Indy Heat and Air is installing a heating system, cleaning up all vegetation and exterior trash and debris, installing windows, and working on interior finishes and repairs.

**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 Public Hearing until April 23, 2026, at 5:30 p.m.

**SUPPORTING DOCUMENTS**

1. RESOLUTION 2026-039 - CONDEMNATION - DAYS - 1028 W Chestnut
2. 1028 W. Chestnut - Photos
3. 2026 - Setting Date of Public Hearing
4. Notes & Parcel - 1028 W Chestnut
5. 3159933_OE_Report
6. 2026 - Notice of Public Hearing Date - 1st Letter - Cert - 12192025
7. 2025-079 - Condemnation - P_H - 1028 W Chestnut

**RESOLUTION NO. 2026-039**

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
Beginning at the Northeast corner of Lot 17, South 180 feet, West 48 feet, North 180 feet, East 48 feet to beginning, Sisson and Brubaker's Addition to the City of Independence, Montgomery County, Kansas

Common Address
1028 W Chestnut St.

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 11th day of December 2025, 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. #2025—079**, dated **December 11, 2025**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **December 19, 2025 and December 26, 2025**, 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
Beginning at the Northeast corner of Lot 17, South 180 feet, West 48 feet, North 180 feet, East 48 feet to beginning, Sisson and Brubaker's Addition to the City of Independence, Montgomery County, Kansas

Common Address
1028 W Chestnut 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 26th day of February, 2026.

(SEAL)

_____
Mayor

_____
City Clerk

# 1028 W. Chestnut

“Delivering Excellence”

**CITY OF INDEPENDENCE, KANSAS**
**Office of the Building Official**
120 N. 6th Street • Independence, KS 67301
Phone: (620) 332-2528 • Email: davidc@independenceks.gov

---

**Date:** November 25, 2025

**To:**
**Steadfast Properties, LLC**
**PO Box 183**
Independence, Kansas 67301

---

**RE:** Notice of Setting a Date for a Public Hearing to Consider Condemnation of Property
**Property Location:** 1028 W. Chestnut

**Lien Holder:**

Dear Steadfast Properties:

On **November 1, 2025**, pursuant to **K.S.A. 12-1752**, the enforcing officer for the City of Independence, Kansas, will request that the **City Commission** set a **public hearing date** to consider whether the structure(s) located at **1028 W. Chestnut Street** are unsafe or dangerous, and whether they should be ordered by the Governing Body to be repaired or demolished.

The City has received reports from Code Enforcement staff and neighboring residents indicating that the structure(s) at this address are **vacant, deteriorated, and in disrepair**. Observed conditions include **foundation issues, overgrown vegetation, trash and broken windows, open, possible squatters**, and the fact that **City utility services were last active on 9/15/2020**.

To avert condemnation proceedings for the above-referenced property, it is imperative that the following actions be undertaken **without delay**:

1. **Mortgage/Lien Holder Information** – Provide the City with the current mortgage or lien holder and insurance information.

2. **Structural Repair** – If you intend to repair the structure, submit a **detailed plan and timeline** outlining the steps you will take to restore the building to a safe and usable condition.

CITY OF INDEPENDENCE KANSAS
"Delivering Excellence"

3. **Property Maintenance** – Maintain the property in accordance with City Code, including **regular mowing, trimming of vegetation, and removal of all trash and debris**.
4. **Demolition Procedures** – If you choose to demolish the structure, begin the process immediately and provide the City with a **timeline for demolition and site clearance**. A **City-issued demolition permit** is required prior to any such work.

**Commission Meeting – Setting the Date:**

- **Date:** **December 11, 2025**
- **Time:** **5:30 PM**
- **Location:** **120 N. 6th – Commission Meeting Room 1st Floor**

Should you need clarification or wish to discuss this matter further, please contact me at your convenience at **(620) 332-2528** (office), **(620) 330-0056** (mobile), or via email at **davidc@independenceks.gov**.

Your prompt cooperation in addressing this matter is appreciated.
Sincerely,

**David J. Cowan**
Assistant City Manager
Building Official / Director
City of Independence, Kansas

**Address:** 1029 W Chestnut

**Utility Account:** Y (N) **Last Active Service Date:** 9/15/2020

**Parcel:** (Y) N **Pictures:** Structure-House-Yard-Sides-Rear-Rear Yard

**Holes in Roof:** Y N

**Notes:** Roof in poor condition

**Missing Windows:** (Y) N

**Notes:** Missing, broken, boarded

**Open Doors:** (Y) N

**Notes:** Front door open

**Yard ~~Not~~ Mowed:** (Y) N **Trash or Debris:** Y (N)

**Notes:** Yard kept

**Other Notes:** Porch, foundation, ROOF in disrepair
Squatters, house & garage

Print Page

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**The Parcel Number for this Property is 063-087-25-0-30-13-024.00-0**
**Quick Ref ID: 3006**

## Owner Information

| | |
|---|---|
| **Owner Name** | STEADFAST PROPERTIES, LLC |
| **Address** | PO BOX 183 INDEPENDENCE, KS 67301 |

## Property Situs Address

| | |
|---|---|
| **Address** | 1028 W CHESTNUT ST, Independence, KS 67301 |

## Land Based Classification System

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

## General Property Information

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

## Property Factors

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

## 2025 Appraised Value

| Class | Land | Building | Total |
|---|---|---|---|
| Residential - R | 4,680 | 4,560 | 9,240 |
| | | | |
| Total | 4,680 | 4,560 | 9,240 |

## 2024 Appraised Value

| Class | Land | Building | Total |
|---|---|---|---|
| Residential - R | 4,680 | 4,040 | 8,720 |
| | | | |
| Total | 4,680 | 4,040 | 8,720 |

## Tract Description

SISSON & BRUBAKER ADD, S25, T32, R15, BEG NE COR LT 17 S 180' W 48' N 180' E 48' TO POB; LOT WIDTH: 048.0 LOT DEPTH: 180.0 Plat Book/Page 1 /16 Deed Book/Page 698 /561 628 /857 454 /320 315 /302

## Deed Information

| Book1 | Page1 | Book2 | Page2 | Book3 | Page3 | Book4 | Page4 |
|---|---|---|---|---|---|---|---|
| 698 | 561 | 628 | 857 | 698 | 561 | | |

## Market Land Information

| Method | Type | AC/SF | Eff FF | Depth | D-Fact | Inf1 | Fact1 | Inf2 | Fact2 | Ovrd | Class | Value Est |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sqft | Primary Site - 1 | 8640 | | | | | | | | | | 4,680 |

## Dwelling Information

| Dwelling Information | |
|---|---|
| Res Type | Single-family Residence |
| Quality | FR |
| Year Built | 1905 |
| Eff Year | |
| MS Style | One Story |
| LBCSStruct | Detached SFR unit |
| No. of Units | |
| Total Living Area | |
| Calculated Area | 1,098 |
| Main Floor Living Area | 1,098 |
| Upper Floor Living Area Pct. | |
| CDU | VP |
| Phys/Func/Econ | VP/ / |
| Ovr Pct Gd/RCN | /130,180 |
| Remodel | |
| Percent Complete | |
| Assessment Class | |
| MU Cls/Pct | |

| Comp Sales Information | |
|---|---|
| Arch Style | Bungalow |
| Bsmt Type | Crawl - 2 |
| Total Rooms | 4 |
| Bedrooms | 2 |
| Family Rooms | |
| Full Baths | 1 |
| Half Baths | |
| Garage Cap | |
| Foundation | Block - 3 |

### Dwelling Components

| Code | Units | Pct | Quality | Year |
|---|---|---|---|---|
| Wood Deck (SF) with Roof | 32 | | | |
| Composition Shingle | | 100 | | |
| Floor Furnace | | 100 | | |
| Plumbing Rough-ins (#) | 1 | | | |
| Enclosed Wood Deck (SF), Screened Walls | 104 | | | |
| Frame, Siding/Shingle | | 100 | | |
| Raised Subfloor (% or SF) | | 100 | | |
| Plumbing Fixtures (#) | 5 | | | |
| Automatic Floor Cover Allowance | | | | |

### Building Improvements

| Id | Occupancy | MSCls | Rank | Qty | Yr Blt | Eff Yr | LBCS | Area | Perim | Hgt | Dimensions | Stories | Phys | Func | Econ | OVR% | Rsn | Cls | RCN | %Gd | Value |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 86 | Residential Garage - Detached | D | 1.00 | 1 | 1960 | | | 360 | 76 | 8 | 20 X 18 | 1 | 1 | 1 | | | | | 11,910 | 2 | 240 |

These Links May Require Adobe Acrobat Reader, Click here to Download it.

View Sketch --- Back to Search Page --- Home

Parcel Search powered by Aumentum TECHNOLOGIES

Security 1st Title

# Report Cover Page

| | | | |
|---|---|---|---|
| Date: | **11/24/2025** | Prepared For: | **City of Independence** |
| Order No.: | **3159933** | Owner(s): | **Steadfast Properties, LLC** |
| Issuing Office: | **Security 1st Title**<br>**114 N. Pennsylvania Avenue**<br>**Independence, KS 67301** | Property Address: | **1028 W Chestnut St, Independence, KS 67301** |

**Note:** The documents linked in this report should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Tax Information:**

087-25-0-30-13-024.00-0

Security 1st Title

Date: November 24, 2025
Property Address: 1028 W Chestnut St, Independence, KS 67301

File No.: 3159933
Title Contact: Mary Jo Wallis
Contact E-mail: mwallis@security1st.com

# OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:
City of Independence
David Cowan
120 N. 6th Street
Independence, KS 67301

Effective Date of this Report: November 06, 2025 at 7:00 A.M.

On Real Estate described as:

**Beginning at the Northeast corner of Lot 17, Sisson and Brubaker's Addition to the City of Independence, South 180 feet, West 48 feet, North 180 feet, East 48 feet to beginning, Independence, Montgomery County, Kansas**

The Public Records located in Montgomery County indicate that:

A. Interest in the Land described in this Report is owned, at the Report Effective Date, by:

   Steadfast Properties, LLC

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

   1. The County Tax Records indicated that the real estate taxes are:

      General taxes and special assessments for the year 2025 in the amount of $173.18, NOT PAID.

      Tax Parcel No. # 087-25-0-30-13-024-00-0-01

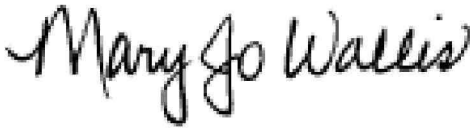
      PIN # IC 3115

This Report is limited to only the information described above.

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

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

Security 1st Title



Licensed Abstracter

CITY OF INDEPENDENCE KANSAS
"Delivering Excellence"

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

## NOTICE OF PUBLIC HEARING TO CONSIDER CONDEMNATION OF PROPERTY

Date: December 19, 2025

TO: **Steadfast Properties**
Lien Holder:

RE: Unsafe or Dangerous Structure at: **1028 W. Chestnut**

Property records reflect that you are the owner or occupant of the above-described Property. This letter is being provided to you pursuant to K.S.A. 12-1751 et sea to advise you that staff for the City of Independence, Kansas, has determined that the Property is "unsafe or dangerous" and subject to condemnation or being ordered to be repaired or demolished.

On **December 11, 2025**, the City Commission adopted a Resolution for a public hearing to be held on **February 26, 2026, at 120 N. 6th Street**, Commission Room, Independence, Kansas 67301. The public hearing will commence at **5:30 p.m.** At such hearing, the owner of the Property, the owner's agent, lienholders or record, and any occupant may appear and show cause why the structure(s) on the Property should not be condemned and ordered repaired or demolished.

On the date of the hearing, the Governing Body shall hear the evidence (if any) presented. If the Governing Body finds that the Property is unsafe or dangerous, then the Governing Body may direct the structure(s) to be repaired or removed and the Property made safe and secure. The Governing Body shall also fix a reasonable time within which the repair or removal shall be commenced and, if the owner fails to commence the repair or removal within the time stated, or fails to diligently prosecute the same to completion, the Governing Body will cause the structure to be repaired or razed and removed.

Please contact us as soon as possible so that we may review the steps that must be undertaken to bring the Property into compliance and no longer be regarded as unsafe or dangerous. To that end, please find enclosed a proposed Remediation Agreement. With a signed Remediation Agreement—together with a scope of work and proof of funds—City staff will can recommend to the Governing Body that further enforcement actions be stayed pending compliance with the Remediation Agreement.

Thank you for your prompt attention to this matter.

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

David Cowan

Assistant City Manager – Building & Code Enforcement

Attachments/Enclosures: Resolution No. **2025.079**
Draft Remediation Agreement

cc:

State of Kansas, Montgomery County
This instrument was filed for
Record on December 15, 2025 8:45 AM
Recorded in Book 752 Page 1341- 1341
Fee: $0.00 202503921
Marilyn Calhoun
Marilyn Calhoun , Register of Deeds

# RESOLUTION NO. 2025-079

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF HEARING BEFORE THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS, OF WHICH OWNERS, OWNERS AGENTS, LIEN HOLDERS OF RECORD AND ANY OCCUPANTS, IF ANY, OF THE STRUCTURE OR STRUCTURES IDENTIFIED BELOW, IN SAID CITY MAY APPEAR AND SHOW CAUSE WHY SAID STRUCTURE OR STRUCTURES SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED PURSUANT TO K.S.A. 12-1751 ET. SEQ.

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 11th day of December 2025, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

**Legal:** Beginning at the Northeast corner of Lot 17, South 180 feet, West 48 feet, North 180 feet, East 48 feet to beginning, Sisson and Brubaker's Addition to the City of Independence, Montgomery County, Kansas.

**Common Address:** 1028 W Chestnut St.

**Mortgage:**

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

That a public hearing will be held on Thursday, **February 26, 2026** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6th Street, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

Be it further resolved that the City Clerk shall cause this Resolution to be published one time each week for two consecutive weeks on the same day of each week, that at least thirty (30) days shall elapse between the last publication and the date set for hearing and the City Clerk shall give notice of the aforesaid hearing in the manner provided by Ordinance and by law.

Be it further resolved by the Governing Body of the City of Independence that its authority for the actions set forth herein is established pursuant to K.S.A. 12-1751 ET. SEQ.

Adopted this 11th day of December 2025.

(SEAL)

Mayor

City Clerk

# REQUEST FOR COMMISSION ACTION
# CITY OF INDEPENDENCE
# February 26, 2026

**Department** Admin **Director Approval** David Cowan

**AGENDA ITEM** Public Hearing to consider condemnation of 1104 W. Chestnut Street as dangerous and unsafe.

**SUMMARY RECOMMENDATION** City Staff recommends condemning the property as dangerous and unsafe.

**BACKGROUND**

The property located at 1104 W. Chestnut has previously been reported to the City for concerns regarding the condition of the primary structure and related environmental issues. Upon inspection, City staff observed that both structures on the property were in significant disrepair, posed safety hazards, and lacked active utility services as of November 9, 2020.

The City was subsequently contacted by Luis Aguiar, who purchased 1100 and 1104 W. Chestnut from Chris Canneles. On February 6, 2026, a building permit was issued for 1104 W. Chestnut to allow for remodeling of the structure. The proposed project timeline is approximately seven weeks to complete. City staff is recommending to adjourn the Public Hearing.

**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 Public Hearing for 1104 W. Chestnut until May 14, 2026, at 5:30 pm.

**SUPPORTING DOCUMENTS**

1. 1104 W. CHESTNUT - TIMELINE
2. 1104 W. Chestnut - Photo
3. 026.014 - 1100 W. CHESTNUT - REMODEL (1)
4. RESOLUTION 2026-034 - CONDEMNATION - DAYS - 1104 W Chestnut
5. 2026 - Notice of Public Hearing Date - 1st Letter - Cert - 11242025
6. 2025-072 - Condemnation - P_H - 1104 W Chestnut
7. 2026 - 1104 W. Chestnut - Setting Date of Public Hearing
8. 1104 W. Chestnut - Determination of Unsafe or Dangerous Structure
9. 3159936_OE_Report
10. Notes & Parcel - 1104 W Chestnut

~~Ex~~ 1104 w Chestnut

Foundation 2

Flooring 3 carpet

1 week

Dry wall 1 week

Kitchen ~~+ wood~~ 6 Days

Paint 5 days

windows repair

1 week

Electrical 1

1 week

bath remodel 5 days

tile ontop of tub

3 days

floor tile 2 days

Sink Vanity

Kitchen Cabs & quartz 2 days

trash removal

4 days

7 weeks to complete

# 1104 W. Chestnut

C I T Y  O F  I N D E P E N D E N C E

B U I L D I N G  D E P A R T M E N T

BUILDING PERMIT

PERMIT NUMBER: 026015 PERMIT DATE: 2/09/2026
EXPIRATION DATE: 8/12/2026

PROPERTY ADDRESS: 1104 W CHESTNUT
OWNER NAME: LUIS AGUIAR
OWNER ADDRESS: 1060 BRIGHTON STREET

LA HABRA CA 90631

GENERAL CONTRACTOR: LUIS AGUIAR
CONTRACTOR PHONE:
TYPE OF OCCUPANCY:
TYPE OF CONSTRUCTION:
ZONING:
LOT NUMBER:
BLOCK NUMBER:
SUBDIVISION:
NUMBER OF DWELLING UNITS: 1.00
SQUARE FOOTAGE OF BUILDING: 1,600.00

VALUATION: 0.00
ELEC: 0.00
PLUMB: 0.00

DESCRIPTION: BUILDING PERMIT

PERMIT FEES

| | |
|---|---|
| BLDG PERMIT FEE: $ | 0.00 |
| ELECTRIC PERMIT: | 0.00 |
| PLUMBING PERMIT: | 0.00 |
| ROOFING PERMIT: | 0.00 |
| BACKFLOW PERMIT: | 0.00 |
| SYSTEMS DEVELOPMENT FEE: | 0.00 |
| TOTAL $ | 252.00 |

THIS PERMIT BECOMES NULL AND VOID IF WORK OR AUTHORIZED CONSTRUCTION IS NOT COMMENCED WITHIN 180 DAYS. IF THIS PROJECT IS NOT COMPLETED WITHIN ONE YEAR A NEW PERMIT MUST BE OBTAINED.

BUILDING CONTRACTOR OR OWNER 2/09/2026

CITY OF INDEPENDENCE REPRESENTATIVE 2/09/2026

**RESOLUTION NO. 2026-034**

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

Legal Description
West 52 feet of Lot 17, Sisson & Brubaker Addition to the City of Independence, Montgomery County, Kansas

Common Address
1104 W Chestnut St.

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 11th day of December 2025, 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. #2025—072**, dated **December 11, 2025**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **December 17, 2025 and December 24, 2025**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

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

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

Legal Description
West 52 feet of Lot 17, Sisson & Brubaker Addition to the City of Independence, Montgomery County, Kansas

Common Address
1104 W Chestnut 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 26th day of February, 2026.

(SEAL)

_____
Mayor

_____
City Clerk

CITY OF INDEPENDENCE KANSAS
"Delivering Excellence"

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

**NOTICE OF PUBLIC HEARING TO CONSIDER CONDEMNATION OF PROPERTY**

Date: December 19, 2025

TO: **Chris Canales**
Lien Holder: Equity Bank

RE: Unsafe or Dangerous Structure at: **1104 W. Chestnut**

Property records reflect that you are the owner or occupant of the above-described Property. This letter is being provided to you pursuant to K.S.A. 12-1751 et sea to advise you that staff for the City of Independence, Kansas, has determined that the Property is "unsafe or dangerous" and subject to condemnation or being ordered to be repaired or demolished.

On **December 11, 2025**, the City Commission adopted a Resolution for a public hearing to be held on **February 26, 2026, at 120 N. 6th Street**, Commission Room, Independence, Kansas 67301. The public hearing will commence at **5:30 p.m**. At such hearing, the owner of the Property, the owner's agent, lienholders or record, and any occupant may appear and show cause why the structure(s) on the Property should not be condemned and ordered repaired or demolished.

On the date of the hearing, the Governing Body shall hear the evidence (if any) presented. If the Governing Body finds that the Property is unsafe or dangerous, then the Governing Body may direct the structure(s) to be repaired or removed and the Property made safe and secure. The Governing Body shall also fix a reasonable time within which the repair or removal shall be commenced and, if the owner fails to commence the repair or removal within the time stated, or fails to diligently prosecute the same to completion, the Governing Body will cause the structure to be repaired or razed and removed.

Please contact us as soon as possible so that we may review the steps that must be undertaken to bring the Property into compliance and no longer be regarded as unsafe or dangerous. To that end, please find enclosed a proposed Remediation Agreement. With a signed Remediation Agreement—together with a scope of work and proof of funds—City staff will can recommend to the Governing Body that further enforcement actions be stayed pending compliance with the Remediation Agreement.

Thank you for your prompt attention to this matter.

David Cowan

CITY OF INDEPENDENCE KANSAS
"Delivering Excellence"

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

Assistant City Manager – Building & Code Enforcement

Attachments/Enclosures: Resolution No. **2025.072**
Draft Remediation Agreement

cc: Equity Bank

State of Kansas, Montgomery County
This instrument was filed for
Record on December 15, 2025 8:38 AM
Recorded in Book 752 Page 1334- 1334
Fee: $0.00 202503914
Marilyn Calhoun
Marilyn Calhoun , Register of Deeds

# RESOLUTION NO. 2025-072

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF HEARING BEFORE THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS, OF WHICH OWNERS, OWNERS AGENTS, LIEN HOLDERS OF RECORD AND ANY OCCUPANTS, IF ANY, OF THE STRUCTURE OR STRUCTURES IDENTIFIED BELOW, IN SAID CITY MAY APPEAR AND SHOW CAUSE WHY SAID STRUCTURE OR STRUCTURES SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED PURSUANT TO K.S.A. 12-1751 ET. SEQ.

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 11th day of December 2025, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

**Legal:** West 52 feet of Lot 17, Sisson & Brubaker Addition to the City of Independence, Montgomery County, Kansas.

**Common Address:** 1104 W Chestnut St.

**Mortgage:**

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

That a public hearing will be held on Thursday, **February 26, 2026** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6th Street, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

Be it further resolved that the City Clerk shall cause this Resolution to be published one time each week for two consecutive weeks on the same day of each week, that at least thirty (30) days shall elapse between the last publication and the date set for hearing and the City Clerk shall give notice of the aforesaid hearing in the manner provided by Ordinance and by law.

Be it further resolved by the Governing Body of the City of Independence that its authority for the actions set forth herein is established pursuant to K.S.A. 12-1751 ET. SEQ.

Adopted this 11th day of December 2025.

(SEAL)

Mayor

City Clerk

“Delivering Excellence”

**CITY OF INDEPENDENCE, KANSAS**
**Office of the Building Official**
120 N. 6th Street • Independence, KS 67301
Phone: (620) 332-2528 • Email: davidc@independenceks.gov

---

**Date:** 11/14/25

**To:**
**Christopher Canales**
**7238 Milton Ave Apt B**
**Whittier, Ca 90602**

---

**RE:** Notice of Setting a Date for a Public Hearing to Consider Condemnation of Property

**Property Location: 1104 W. Chestnut**
**Lien Holder: First Federal Savings & Loan – John S. Cox and John P Cox**

Dear **Mr. Canales**

On **October 17, 2025**, pursuant to **K.S.A. 12-1752**, the enforcing officer for the City of Independence, Kansas, will request that the **City Commission** set a **public hearing date** to consider whether the structure(s) located at **1104 W. Chestnut Street** are unsafe or dangerous, and whether they should be ordered by the Governing Body to be repaired or demolished.

The City has received reports from Code Enforcement staff and neighboring residents indicating that the structure(s) at this address are **vacant, deteriorated, and in disrepair**. Observed conditions include **open windows, reports of animals in the house, over growth of vegetation, and disrepair**.

To avert condemnation proceedings for the above-referenced property, it is imperative that the following actions be undertaken **without delay**:

1. **Mortgage/Lien Holder Information** – Provide the City with the current mortgage or lien holder and insurance information.
   *Note: FAMI Insurance provided notification on June 2, 2025.*
2. **Structural Repair** – If you intend to repair the structure, submit a **detailed plan and timeline** outlining the steps you will take to restore the building to a safe and usable condition.

CITY OF INDEPENDENCE KANSAS
"Delivering Excellence"

3. **Property Maintenance** – Maintain the property in accordance with City Code, including **regular mowing, trimming of vegetation, and removal of all trash and debris**.
4. **Demolition Procedures** – If you choose to demolish the structure, begin the process immediately and provide the City with a **timeline for demolition and site clearance**. A **City-issued demolition permit** is required prior to any such work.

**Commission Meeting – Setting the Date:**

- **Date:** **December 11, 2025**
- **Time:** **5:30 PM**
- **Location:** **120 N. 6th – Commission Meeting Room 1st Floor**

Should you need clarification or wish to discuss this matter further, please contact me at your convenience at **(620) 332-2528** (office), **(620) 330-0056** (mobile), or via email at **davidc@independenceks.gov**.

Your prompt cooperation in addressing this matter is appreciated.
Sincerely,

**David J. Cowan**
Assistant City Manager
Building Official / Director
City of Independence, Kansas

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

# DETERMINATION OF UNSAFE OR DANGEROUS STRUCTURE

Date: November 14, 2025
Address: **1104 W. Chestnut**
Owner: **Christopher Canales**
Parcel No.: **087-25-0-30-13-021-00-0-01**
Legal Description: **West 52 feet of Lot 17, Sisson & Brubaker Addition to the City of Independence, Montgomery County, Kansas**

Date of Inspection: October 17, 2025

**The City of Independence, Kansas, has determined that the above-described structures or property are "unsafe", "dangerous", "hazardous", and/or "unfit for human occupancy" under the City Codes and Ordinance 4466 as adopted for the following reasons:**

## UNSAFE STRUCTURES

___ Does not provide minimum safeguards to protect or warn occupants in the event of fire.
_X__ Such structure contains unsafe infrastructure, structure or equipment
__X_ Such structure is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

Additional Findings: _____
_____
_____
_____

## DANGEROUS STRUCTURES

☐ Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the City as related to the requirements for existing buildings.

☐ The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

☐ Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ Any portion of a building, or any member, appurtenance, or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.

XX☐ The building or structure, or part of the building or structure, because of dilapidation,

deterioration, decay, faulty construction, the removal or movement of some portion of the ground
necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

☐ The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

☐ The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children that might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

xx☐ A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

☐ Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

xx☐ Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

**STRUCTURES UNFIT FOR HUMAN OCCUPANCY**

xx☐ A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by City Code and IBC, as adopted by the City, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

Security 1st Title

# Report Cover Page

| | | | |
|---|---|---|---|
| Date: | **11/14/2025** | Prepared For: | **City of Independence** |
| Order No.: | **3159936** | Owner(s): | **Christopher L. Canales** |
| Issuing Office: | **Security 1st Title**<br>**114 N. Pennsylvania Avenue**<br>**Independence, KS 67301** | Property Address: | **1104 W Chestnut St, Independence, KS 67301** |

**Note:** The documents linked in this report should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Tax Information:**

087-25-0-30-13-021.00-0

Security 1st Title

Date: November 14, 2025
Property Address: 1104 W Chestnut St, Independence, KS 67301

File No.: 3159936
Title Contact: Mary Jo Wallis
Contact E-mail: mwallis@security1st.com

# OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:
City of Independence
David Cowan
120 N. 6th Street
Independence, KS 67301

Effective Date of this Report: November 01, 2025 at 7:00 A.M.

On Real Estate described as:

**West 52 feet of Lot 17, Sisson & Brubaker Addition to the City of Independence, Montgomery County, Kansas**

The Public Records located in Montgomery County indicate that:

A. Interest in the Land described in this Report is owned, at the Report Effective Date, by:

Christopher L. Canales

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

1. The County Tax Records indicated that the real estate taxes are:

General taxes and special assessments for the year 2025 in the amount of $348.20, NOT PAID.

Tax Parcel No. # 087-25-0-30-13-021-00-0-01

PIN # IC 3114

2. The County Tax Records indicated that the real estate taxes are:

General taxes and special assessments for the year 2024 in the amount of $334.74, NOT PAID.

Tax Parcel No. # 087-25-0-30-13-021-00-0-01

PIN # IC 3114

3. A mortgage to secure an original principal indebtedness of $89,700.00 and any other amounts or obligations secured thereby, dated October 08, 2004, recorded October 15, 2004, as Book 543, page 631.
   Mortgagor: John S. Cox and John P. Cox, both single persons
   Mortgagee: First Federal Savings & Loan

This Report is limited to only the information described above.

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

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

Security 1st Title

Mary Jo Wallis

Licensed Abstracter

**Address:** 1104 W Chestnut

**Utility Account:** Y (N) **Last Active Service Date:** 11/9/2020

**Parcel:** (Y) N **Pictures:** Structure-House-Yard-Sides-Rear-Rear Yard

**Holes in Roof:** Y (N)

**Notes:** Decent Shape

**Missing Windows:** (Y) N

**Notes:** Missing Attic Window, all others seem intact Maybe Water damage

**Open Doors:** Y (N)

**Notes:**

**Yard ~~Base~~ Mowed:** Y (N) **Trash or Debris:** (Y) N

**Notes:** Overgrowth some in Back & on porch

**Other Notes:** Porch Sagging - Unsure of foundation - Basement

Print Page

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**The Parcel Number for this Property is 063-087-25-0-30-13-021.00-0**
**Quick Ref ID: 3003**

## Owner Information

| | |
|---|---|
| **Owner Name** | CANALES, CHRISTOPHER L |
| **Address** | 7238 MILTON AVE #APT B WHITTIER, CA 90602 |

## Property Situs Address

| | |
|---|---|
| **Address** | 1104 W CHESTNUT ST, Independence, KS 67301 |

## Land Based Classification System

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

## General Property Information

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

## Property Factors

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

## 2025 Appraised Value

| Class | Land | Building | Total |
|---|---|---|---|
| Residential - R | 5,040 | 13,520 | 18,560 |
| | | | |
| Total | 5,040 | 13,520 | 18,560 |

## 2024 Appraised Value

| Class | Land | Building | Total |
|---|---|---|---|
| Residential - R | 5,040 | 12,470 | 17,510 |
| | | | |
| Total | 5,040 | 12,470 | 17,510 |

## Tract Description

SISSON & BRUBAKER ADD, S25, T32, R15, W 52' LT 17; Lot Width: 052.0 Lot Depth: 202.0 Plat Book/Page 1 /16 Deed Book/Page 698 /1039 681 /30 534 /021 388 /006 380 /480 342 /080

## Deed Information

| Book1 | Page1 | Book2 | Page2 | Book3 | Page3 | Book4 | Page4 |
|---|---|---|---|---|---|---|---|
| 698 | 1039 | 681 | 30 | | | | |

## Market Land Information

| Method | Type | AC/SF | Eff FF | Depth | D-Fact | Inf1 | Fact1 | Inf2 | Fact2 | Ovrd | Class | Value Est |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sqft | Primary Site - 1 | 10504 | | | | | | | | | | 5,040 |

## Dwelling Information

| Dwelling Information | |
|---|---|
| Res Type | Single-family Residence |
| Quality | FR- |
| Year Built | 1925 |
| Eff Year | |
| MS Style | One Story |
| LBCSStruct | Detached SFR unit |
| No. of Units | |
| Total Living Area | |
| Calculated Area | 1,126 |
| Main Floor Living Area | 1,126 |
| Upper Floor Living Area Pct. | |
| CDU | PR- |
| Phys/Func/Econ | PR-/ / |
| Ovr Pct Gd/RCN | /144,020 |
| Remodel | 1982 |
| Percent Complete | |
| Assessment Class | |
| MU Cls/Pct | |

| Comp Sales Information | |
|---|---|
| Arch Style | Bungalow |
| Bsmt Type | Full - 4 |
| Total Rooms | 4 |
| Bedrooms | 2 |
| Family Rooms | |
| Full Baths | 1 |
| Half Baths | |
| Garage Cap | |
| Foundation | Block - 3 |

### Dwelling Components

| Code | Units | Pct | Quality | Year |
|---|---|---|---|---|
| Frame, Siding, Wood | | 100 | | |
| Total Basement Area (SF) | 936 | | | |
| Wall Furnace | | 100 | | |
| Plumbing Rough-ins (#) | 1 | | | |
| Enclosed Wood Deck (SF), Screened Walls | 192 | | 1 | |
| Composition Shingle | | 100 | | |
| Raised Subfloor (% or SF) | | 100 | | |
| Plumbing Fixtures (#) | 5 | | | |
| Automatic Floor Cover Allowance | | | | |

### Building Improvements

| Id | Occupancy | MSCls | Rank | Qty | Yr Blt | Eff Yr | LBCS | Area | Perim | Hgt | Dimensions | Stories | Phys | Func | Econ | OVR% | Rsn | Cls | RCN | %Gd | Value |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 53 | Tool Shed | D | 1.00 | 1 | 1930 | | | 216 | | 8 | 18 X 12 | 1 | 1 | 1 | | | | | 3,240 | 2 | 60 |

### Building Improvement Components

| Id | Code | Units | Pct | Size | Other | Rank | Year |
|---|---|---|---|---|---|---|---|
| 53 | Single -Wall-Boards on Wood | | 100 | | | | |

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# REQUEST FOR COMMISSION ACTION
# CITY OF INDEPENDENCE
# February 26, 2026

**Department** Admin **Director Approval** April Nutt, Kelly Passauer

**AGENDA ITEM** Consider approval of a Funding Agreement for the 201 N. Pennsylvania Project between the City of Independence, US Federal Properties Co., LLC (Developer), and 201 Investors LLC (Owner).

**SUMMARY RECOMMENDATION** Staff recommends approval of the Funding Agreement for the 201 N. Pennsylvania Project to ensure that all third-party legal, financial, planning, and publication costs incurred by the City in connection with negotiation and preparation of a potential Development Agreement and related incentive proceedings are reimbursed by the project ownership entity.

**BACKGROUND**

US Federal Properties Co., LLC has requested that the City consider approval of certain development incentives related to property located at 201 N. Pennsylvania (the "Project"). If the City elects to proceed, a Development Agreement will be negotiated to define the rights and responsibilities of the parties and to implement any approved incentives.

The proposed Funding Agreement establishes a mechanism for reimbursement of costs incurred by the City in connection with:

- Legal notices and required publications
- Staff time associated with negotiation and preparation of a Development Agreement
- Preparation of related resolutions and ordinances
- Outside legal, financial, and planning services

Under the revised agreement, 201 Investors LLC, as Owner, is responsible for establishing and maintaining the deposit with the City. The Owner will provide an initial deposit of $10,000. The City will draw from this deposit to pay eligible third-party costs. If the balance reaches $2,500 and the process is not complete, the Owner must replenish the fund in an amount estimated by the City to cover remaining anticipated expenses. Any unused funds will be returned to the Owner upon completion or termination of the process.

The Developer remains the requesting party for the incentives and Development Agreement, but the financial obligation for payment of Charges under this Funding Agreement is assigned to the Owner.

Approval of this Funding Agreement does not obligate the City to approve any incentives, establish a RHID, or enter into a Development Agreement. It solely establishes a cost-recovery structure to protect the City during evaluation and negotiation of the proposed project.

**FINANCIAL INFORMATION**

Adoption of this Funding Agreement will not result in the use of City funds. The Owner, 201 Investors LLC, will deposit $10,000 with the City to cover third-party publication, legal, financial, and planning expenses associated with negotiation and preparation of a potential Development Agreement and related proceedings. If the deposit balance falls to $2,500 before completion of the process, the Owner is required to provide additional funds sufficient to cover anticipated remaining expenses. Any excess funds remaining after payment of all Charges will be returned to the Owner. The Agreement does not require an increase in taxes or utility rates and does not create any financial obligation for the City.

**SUGGESTED MOTION** I move to approve the Funding Agreement for the 201 N. Pennsylvania Project between the City of Independence, US Federal Properties Co., LLC, and 201 Investors LLC, and authorize the Mayor to sign the Agreement on behalf of the City.

**SUPPORTING DOCUMENTS**

1. FUNDING AGREEMENT (201 N. PENNSYLVANIA RHID)

**FUNDING AGREEMENT**
**(201 N. PENNSYLVANIA PROJECT)**

This FUNDING AGREEMENT (**"Agreement"**) is entered into the _____ day of _____, 2026, between the **CITY OF INDEPENDENCE, KANSAS** (the **"City"**), **US FEDERAL PROPERTIES CO., LLC** (the **"Developer"**), and **201 INVESTORS LLC** (the "**Owner**"), each a **"Party"** and collectively, the **"Parties."**

**RECITALS**

**WHEREAS**, the City is a municipal corporation organized and existing under the laws of the State of Kansas, with its principal office located at 120 N. 6th Street, Independence, Kansas 67301; and

**WHEREAS**, the Developer is a limited liability company organized under the laws of the state of Missouri and the Developer has requested (the **"Request"**) the City consider approval of certain incentives related to the development of property located in an area within the City (the **"Project"**). As part of the approval of the Request by the City, the City and Developer will need to enter into a Development Agreement to govern the rights and responsibilities of both Parties related to the Project; and

**WHEREAS**, the City and Developer agree that the Owner will be responsible for payment of the costs incurred by the City for third-party publication, legal, financial and planning assistance for negotiating, preparing, and executing a Development Agreement and the related proceedings of the development incentives (the **"Charges"**); and

**WHEREAS,** the City and Developer desire to enter into this Agreement to provide for payment of the Charges.

**AGREEMENT**

1. **Services and Funding to be Performed by the City**. The City will:

   A. Consider the Request, give all public and individual notices in a timely manner, make all legal publications, and provide all required notices to individuals, and hold hearings as required pursuant to all applicable statute(s).

   B. Provide necessary staff, legal, financial, and planning assistance to negotiate, prepare and present a Development Agreement to the City and to prepare and present required resolutions and ordinances to the governing body of the City related to the development incentives, including the use of outside legal counsel.

   C. If a Development Agreement is entered into, provide the necessary staff, legal, financial and planning assistance to negotiate and execute such agreement, including the use of outside legal counsel.

2. **Deposit by the Owner**.

   A. **Initial Deposit**. In order to ensure the prompt and timely payment of the Charges, the Owner will establish a fund with the City in the initial amount of Ten Thousand Dollars (**$10,000.00**) (the "**Deposit**") by paying such amount to the City contemporaneously with the execution of this Agreement.

B. **Payment of Charges**. The City will pay all Charges in accordance with this Agreement from the Deposit. The City will submit periodic statements to Developer itemizing payment of the Charges. Upon reasonable notice, the City will make their records available for inspection by the Developer and the Owner with respect to such disbursements.

C. **Additional Funding**. In the event the balance in the Deposit reaches an amount equal to or less than Two Thousand Five Hundred Dollars ($2,500.00) and the parties have not completed the Development Agreement and adoption of all resolutions and ordinances contemplated therein, the Owner agrees to pay the City an additional amount estimated by the City necessary to pay Charges through the conclusion of the Development Agreement and all related expenses.

D. **Excess Funds on Deposit**. Upon execution of the Development Agreement and adoption of all resolutions and ordinances contemplated therein, any amounts remaining from the Deposit after payment of all Charges shall be returned to the Owner.

3. **Termination**.

A. In the event Developer fails to perform any of its obligations herein, the City may terminate this Agreement, at its sole discretion, if Developer fails to cure the default within five (5) business days after written notice to Developer of the default. Termination by the City will also terminate any duties and obligations of the City with respect to this Agreement, including, but not limited to, the City's processing of the Request. Upon such termination, any amounts remaining from the Deposit after payment of all Charges will be returned to the Owner.

B. The Parties hereto acknowledge that Developer may at any time determine to abandon the Request. Upon notice of abandonment by Developer, this Agreement will terminate and the City will retain from the Deposit the amount necessary for payment of Charges incurred to the effective date of termination. Any amounts remaining from the Deposit after payment of such Charges will be returned to Owner.

4. **Notice**. Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if in writing and mailed by United States mail, postage prepaid, or delivered by hand or electronic mail, and addressed as follows:

To the City:

City of Independence, Kansas
120 N. 6th Street
Independence, Kansas 67301
Attention: City Manager
kellyp@independenceks.gov

With a copy to:

Gilmore & Bell P.C.
100 N. Main, Suite 800
Wichita, Kansas 67202
Attention: Mitch Walter
mwalter@gilmorebell.com

To Developer:

US Federal Properties Co., LLC
4706 Broadway, Suite 240
Kansas City, Missouri 64112
Attn: Mike Belew
mbelew@usfpco.com

To Owner:

201 Investors LLC
4706 Broadway, Suite 240
Kansas City, MO 64112
Attn: Mike Belew
mbelew@usfpco.com

Each Party may specify that notice be addressed to any other person or address by giving to the other Party ten (10) days prior written notice thereof.

5. **Counterparts**. This Agreement may be executed in multiple originals or counterparts, each of which will be an original and when all of the Parties to this Agreement have signed at least one (1) copy, such copies will constitute a fully executed and binding Agreement. Handwritten signatures to this Agreement transmitted by telecopy or electronic mail (for example, through use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the Party so signing. Each Party to this Agreement shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopies or electronically transmitted handwritten signature of the other Party to this Agreement.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

The City has caused this FUNDING AGREEMENT (201 N. PENNSYLVANIA PROJECT) to be executed by its duly authorized representative, effective as of the day and year first above written.

**CITY OF INDEPENDENCE, KANSAS**

By: _____
Name: _____
Title: _____

The Developer has caused this FUNDING AGREEMENT (201 N. PENNSYLVANIA PROJECT) to be executed by its duly authorized representative, effective as of the day and year first above written.

**US FEDERAL PROPERTIES, CO., LLC**

By: _____
Name: _____
Title: _____

The Owner has caused this FUNDING AGREEMENT (201 N. PENNSYLVANIA PROJECT) to be executed by its duly authorized representative, effective as of the day and year first above written.

**201 INVESTORS LLC**

By: _____
Name: _____
Title: _____

# REQUEST FOR COMMISSION ACTION
# CITY OF INDEPENDENCE
# February 26, 2026

**Department** Admin **Director Approval** David Cowan

**AGENDA ITEM** Consider adopting a Resolution authorizing the abatement of unhealthy and unsafe exterior conditions at 1117 N. 11th Street.

**SUMMARY RECOMMENDATION** It is recommended that the City Commission adopt a resolution authorizing the abatement of unhealthy and unsafe exterior conditions at 1117 N. 11th Street, in accordance with City Code 42-69. The property owners have been given multiple notices over several years and have not taken sufficient action to alleviate the violations. Abatement is necessary to address ongoing public health and safety concerns.

**BACKGROUND**

The property located at 1117 N. 11th Street, owned by David Parker and Chere Parker, is in violation of City Code § 42-66 due to the accumulation of debris, junk, vehicle parts, and appliances in the yard.

Over the past five years, the Code Enforcement Officer has issued multiple notices to the property owners regarding these violations, which ultimately resulted in a City-initiated abatement completed in October 2024. Despite that abatement, the property owners have again allowed conditions to develop that constitute a nuisance.

These ongoing violations have generated numerous complaints from neighboring residents regarding the unsightly and unsafe conditions of the property. The City has made repeated efforts to work with the property owners to achieve voluntary compliance; however, those efforts have been unsuccessful.

Given the recurring nature of the violations and continued noncompliance, it is necessary for the City to proceed with abatement in order to protect public health and safety.

**FINANCIAL INFORMATION** The estimated cost of abatement will be paid by the City and performed by City crews. These costs will be assessed to the property owner and recovered either through a lien against the property, collected in the same manner as property taxes, or billed directly and referred to a collection agency if payment is not received.

**SUGGESTED MOTION** I move to adopt a resolution authorizing the abatement of unhealthy and unsafe exterior conditions at 1117 N. 11th Street, Independence, Kansas, and to bill or assess the costs of such abatement against the property in accordance with City Code 42-69.

**SUPPORTING DOCUMENTS**

1. Resolution 2026-041 - Abate-1117 N. 11th
2. Consent-Abate-1117 N. 11th - David Parker and Chere Parker
3. Photos - 1117 N. 11th

**RESOLUTION NO. 2026-041**

**A Resolution Authorizing Abatement of Unhealthy and Unsafe Exterior Conditions at 1117 N. 11th St.**

***Whereas,*** David Parker and Chere Parker own the following described real estate located at 1117 N. 11th St., Independence, Kansas:

> Lots 2 and 3, Block 2, Matthew's Addition, City of Independence, Montgomery County, Kansas (commonly known as 1117 N. 11th Street, Independence, KS)

***And Whereas,*** the City's Code Enforcement Officer has determined that the exterior condition of the property at 1117 N. 11th St. is in violation of City Code 42-66 due to the accumulation of debris, junk, vehicle parts, and appliances in the yard.

***And Whereas,*** on all occasions, David Parker and Chere Parker were given 15 days' notice to alleviate the exterior condition as required by City Code 42-67 on December 18, 2025.

***And Whereas,*** David Parker and Chere Parker have taken no action to alleviate the condition of the exterior of the property at 1117 N. 11th 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.** David Parker and Chere Parker have been given nine written notices and have failed to alleviate the exterior conditions of the yard at 1117 N. 11th St., Independence, Kansas.

**Section 2.** The Code Enforcement Officer or other agents of the City are hereby authorized to abate the exterior conditions at 1117 N. 11th 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 26th day of February, 2026.*

_____
DEAN A. HAYSE, Mayor

ATTEST:

_____
DAVID W. SCHWENKER, City Clerk

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

**COME NOW,** David Parker and Chere Parker agree to the following:

1. David Parker and Chere Parker are the owners and occupants of the following described real estate:

   Lots 2 and 3, Block 2, Matthew's Addition, City of Independence, Montgomery County, Kansas (commonly known as 1117 N. 11th Street, Independence, KS)

2. Notices for violation of City Code 42-66 concerning the exterior condition of the yard at 1117 N. 11th St. have been issued on December 18, 2025, to remove the excess trash and debris from the exterior of the property.

3. David Parker and Chere Parker hereby consent to abatement of the exterior condition of the yard at 1117 N. 11th St., which will entail removal of all unhealthy and unsafe trash, debris, abandoned motor vehicle parts, appliances, and other rubbish located thereon that are in violation of City Code 42-66.

4. David Parker and Chere Parker acknowledge and understand that they will be contacted prior to the abatement process and that they will remove from the exterior yard of 1117 N. 11th St. any property which they feel is valuable and which they wish to retain, and further that any property left in the yard at 1117 N. 11th 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. David Parker and Chere Parker 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. David Parker and Chere Parker understand that the cost of abatement may be billed or assessed by the City against them as owners of the property in the same manner as taxes are assessed against property.

7. David Parker and Chere Parker acknowledge that they have the right to seek the advice of independent counsel and have executed this consent knowingly and voluntarily.

| | |
|---|---|
| DATE | David Parker |
| DATE | Chere Parker |
| DATE | WITNESS SIGNATURE<br>Printed Name:_____ |

# 1117 N. 11th Street

# 1117 N. 11th Street

**REQUEST FOR COMMISSION ACTION**
**CITY OF INDEPENDENCE**
**February 26, 2026**

**Department** Park, Zoo & Cemetery **Director Approval** Scott Patton

**AGENDA ITEM** Consider a recommendation from the Independence Tree Board to update the downtown tree plan.

**SUMMARY RECOMMENDATION** Staff recommends approval of the update to the downtown tree plan as recommended by the Independence Tree Board

**BACKGROUND** In the past few years, a combination of factors have made clear the need for an update to the existing downtown tree plan. The primary issue is the increased bird activity from a flock of starlings that have claimed the downtown trees as a roosting habitat. This has led to significant sanitary issues for patrons and business owners. Following the most recent Neewollah event, bird deterrent sound boxes were installed at several downtown intersections, and bird activity has reduced. However, this improvement has also coincided with seasonal leaf drop in the fall, so it is difficult to determine until the season changes how effective the bird deterrent sound boxes have been. A contributing factor to this issue is that many of the trees have outgrown the space, and would need to be replaced regardless of the birds.

The park director has compiled three plan options for the downtown treescape. All tree species recommended in the plan would feature an upright columnar growth habit. They would not have the carrying capacity to host as many birds as the current trees, and would not have overhanging branches for birds to perch on. Any droppings from birds nesting or roosting in the trees should fall directly into the grate. It is worth noting that though the change in trees will greatly reduce the number of available roosting sites on the sidewalks and parking areas, there will almost certainly continue to be bird activity in the downtown area. Finding a solution to the broader issue will require addressing multiple other problems.

Tree Plan Options

1. Replace all existing trees with tree species that have a narrow, columnar growth habit.
2. Replace half of the existing trees with tree species that have a narrow, columnar growth habit. Replace the remaining trees with smaller, drought-tolerant flowering shrubs.
3. Remove all existing trees from the downtown area to be replaced with increased hanging baskets, artificial shade, seating, art, or empty space.

At an Independence Tree Board meeting in November, approximately twenty members of the downtown business community attended to voice their concerns. The consensus of the business community was that all trees should be removed from the downtown area and be replaced with small shrubs, urns, or hanging baskets, though some acknowledged that a slender, upright tree species would also be acceptable. The Independence Tree Board has reviewed the options and recommends option two, which includes replacing approximately half of the existing trees with tree species featuring a narrow upright growth habit, and

replacing the rest with drought-tolerant flowering shrubs. The board believes that this is a compromise with the opinions received by the downtown business community. The plan reduces the number of trees in the downtown area, while also keeping some trees and providing more greenery and color. The board believes that this combination will help mitigate the issue of bird activity in the downtown area.

It is worth noting that several years ago, trees were previously removed from the downtown area in response to complaints regarding bird droppings. Shortly thereafter, the broader community expressed dissatisfaction with the resulting lack of shade and visual character, describing downtown as overly barren. In addition, in 2014 Roger Brooks emphasized the importance of downtown street trees in his community assessment of Independence after the downtown trees had been removed, noting that street trees significantly enhance downtown ambiance, increase the perceived value of the area, and encourage people to spend more time and money in downtown districts. His assessment highlighted that successful downtowns consistently include street trees as a key element of beautification and economic vitality. In response, a community-led Trees Up campaign was launched in 2015, which successfully raised funds to eventually replant downtown street trees. The tree species selected at that time were intended to be less attractive to birds and were also recommended for eventual replacement once they reached a certain size.

Given this history and guidance, staff is cautious about repeating past actions by making hasty decisions regarding tree removal. The previous removal did not achieve the desired downtown appearance and was not well received by the community. For these reasons, staff supports maintaining an appropriate level of trees within the downtown area while continuing to explore management strategies to address maintenance and nuisance concerns.

**FINANCIAL INFORMATION** The plan would need to be implemented in phases due to budgetary constraints. Phase one would replace all trees on the 100 blocks of East Main Street, West Main Street, North Penn Avenue, and South Penn Avenue. Preliminary estimates will require receiving proposals per the procurement policy to prepare the tree wells and plant new ones. City staff will remove the existing trees prior to replacement.

There is currently $17,263 available in a special fund for the downtown trees. This money is left over from funds that were used to plant the existing trees in 2015.

Phase two would include replacing all trees on the 100 block of East Myrtle, 100 block of West Myrtle, and 200 block of North Penn Avenue.

Phase three would include replacing all trees on the 100 block of East Laurel, 100 block of West Laurel, and 300 block of North Penn Avenue.

**SUGGESTED MOTION** I move to accept the tree board's recommendation to update the downtown tree plan.

**SUPPORTING DOCUMENTS**

1. Excerpt from Roger Brooks 2014 Community Assessment
2. Downtown Tree Plan Recommendation
3. Downtown Tree Replacement Plan Option 1
4. Downtown Tree Replacement Plan Option 2

We were told to try the soda fountain, but we wouldn't have gone in otherwise. There's no beautification. Add tables and chairs, pots, planters and hanging baskets. This is a gem of a drug store.

I wanted to take a picture inside and she moved the chairs (top right). Doesn't this look inviting?

Street trees

Add street trees every 30 feet along Pennsylvania Ave. Never put in trees that bear fruit, nut or lots of seedlings.

Street trees can increase the perceived value of a downtown, and people become more willing to spend money, and to pay higher prices, in downtowns with street trees than in downtowns without.

The top left photo is Greenville, South Carolina in the 1970s. In the 80s, they planted street trees every 25 feet. Merchants complained, public works complained but the city did it anyway.

The bottom left shows what it looks like today. What an amazing difference.

We surveyed the merchants there and every merchant said they would be very angry if they took out the street trees. It creates an intimate, shady environment and provides ambiance. They light them in the winter for a beautiful display. They do nearly $1 billion per year in retail sales and services.

Keep America Beautiful Network did an experiment. They went into four towns that did not have street trees. They planted trees along just one block in each town. They watched the retail sales in the one block with the trees and compared it with the rest of the downtown.

In all four cities the block with the street trees saw retail sales go up 18% more than the rest of the town.

City Commission
Independence, KS
120 N 6th Street 67301

Commissioners of the City of Independence,

The Independence KS Tree Board recommends the downtown tree replacement plan option number 2 as presented by Scott Patton, Riverside Park and Ralph Mitchel Zoo Director with the addendum that the crape myrtles in the plan may be replaced with any other small flowing shrub as needed. Tree plan option 2 aims to replace the existing trees in the downtown with an alternating pattern of columnar tree species and small shrubs. These species being Taylor Juniper, Parkland Pill Asian White Birch, Sky Tower Ginkgo, Lucas Columnar Hornbeam, Foster Holly, and dwarf Crape Myrtles. The purpose of this recommendation is to support the creation of a downtown landscape that is sustainable and easy to care for long-term, functions to mitigate summer temperatures, and is beautiful and inviting in a way that is less hospitable to bird activity and more hospitable to visitors and residents alike.

Tree Board
Independence KS
Chair 2026
02/19/2026
Leslie Fox

**Downtown Tree Replacement Plan Option 1**

This option does not reduce the total number of trees but replaces each tree in the downtown area with a tree species featuring a tall, narrow, columnar growth structure. Tree species include Taylor Juniper, Parkland Pillar Asian White Ash, Sky Tower Ginkgo, Lucas Columnar Hornbeam, and Foster Holly.

**Taylor Juniper**

Max Height: 20’

Max Width: 3’

Growth Rate: 18” – 24” annually

Other Characteristics: Highly drought and heat tolerant once established. Salt tolerant and grows well in poor soils. Requires well drained soil to avoid root rot. Can be susceptible to bag worms or spider mites, requires chemical treatment in late may to prevent possible infestation. Water weekly during first year.

**Parkland Pillar Asian White Birch**

Max Height: 30’

Max Width: 7’

Growth Rate: 12” – 24” per year

Other Characteristics: Drought and heat tolerant once established, water weekly during first two years. Little pruning required. Lightly prune in winter to keep columnar shape. Susceptible to bronze ash borer, requires annual chemical treatment in spring to prevent possible infestation.

**Lucas Columnar Hornbeam**

Max Height: 30’

Max Width: 10’

Growth Rate: 12” – 18” annually

Other characteristics: Drought and heat tolerant once established. Water weekly during first two years. Tolerant of poor soil conditions, cold, and wind. Keeps leaves well into the winter season. Little pruning required due to it’s natural columnar growth habit. Can be susceptible to spider mites, aphids, and scale insects. Chemical treatment in early spring to prevent infestation.

**Sky Tower Ginkgo**

Max Height: 20’

Max Width: 8’

Growth Rate: 6” – 12” annually

Other Characteristics: Highly drought tolerant once established. Water weekly during the first two years. Highly resistant to wind, pollution, pests, disease, and poor soil conditions. No pruning required, other than removing broken or low hanging branches.

**Foster Holly**

Max Height: 15’

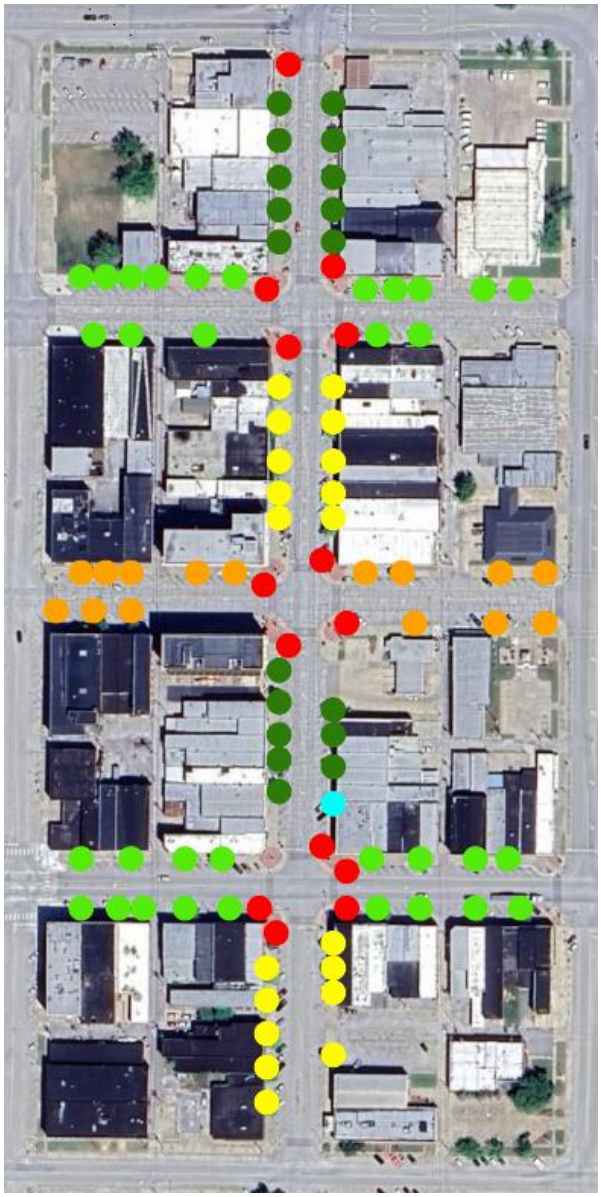
Max Width: 6’

Moderate Growth Rate: 12” – 24” per year

Other Characteristics: Drought tolerant once established. Water once per week for the first year. Minimal pruning required – only enough to keep the desired shape.

Foster Holly’s are currently planted at the intersections downtown. They have done well and have not been an attraction to birds.

**Downtown Tree Species Map**



- Taylor Juniper
- Parkland Pillar Asian White Birch
- Sky Tower Ginkgo
- Existing Magnolia Tree
- Lucas Columnar Hornbeam
- Foster Holly

## Downtown Tree Replacement Plan Option 2

This option reduces the total number of trees downtown by approximately half. Every other tree is replaced with tall, narrow, columnar shaped trees that do not have lateral branches overhanging the sidewalk. Tree species include Taylor Juniper, Parkland Pillar Asian White Ash, Sky Tower Ginkgo, Lucas Columnar Hornbeam, and Foster Holly. The remaining trees would be replaced with dwarf crape myrtles, which are a drought tolerant flowering shrub.

**Taylor Juniper**

Max Height: 20’

Max Width: 3’

Growth Rate: 18” – 24” annually

Other Characteristics: Highly drought and heat tolerant once established. Salt tolerant and grows well in poor soils. Requires well drained soil to avoid root rot. Can be susceptible to bag worms or spider mites, requires chemical treatment in late may to prevent possible infestation. Water weekly during first year.

**Parkland Pillar Asian White Birch**

Max Height: 30’

Max Width: 7’

Growth Rate: 12” – 24” per year

Other Characteristics: Drought and heat tolerant once established, water weekly during first two years. Little pruning required. Lightly prune in winter to keep columnar shape. Susceptible to bronze ash borer, requires annual chemical treatment in spring to prevent possible infestation.

**Lucas Columnar Hornbeam**

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Growth Rate: 12” – 18” annually

Other characteristics: Drought and heat tolerant once established. Water weekly during first two years. Tolerant of poor soil conditions, cold, and wind. Keeps leaves well into the winter season. Little pruning required due to it’s natural columnar growth habit. Can be susceptible to spider mites, aphids, and scale insects. Chemical treatment in early spring to prevent infestation.

**Sky Tower Ginkgo**

Max Height: 20’

Max Width: 8’

Growth Rate: 6” – 12” annually

Other Characteristics: Highly drought tolerant once established. Water weekly during the first two years. Highly resistant to wind, pollution, pests, disease, and poor soil conditions. No pruning required, other than removing broken or low hanging branches.

**Foster Holly**

Max Height: 15’

Max Width: 6’

Moderate Growth Rate: 12” – 24” per year

Other Characteristics: Drought tolerant once established. Water once per week for the first year. Minimal pruning required – only enough to keep the desired shape.

Foster Holly’s are currently planted at the intersections downtown. They have done well and have not been an attraction to birds.

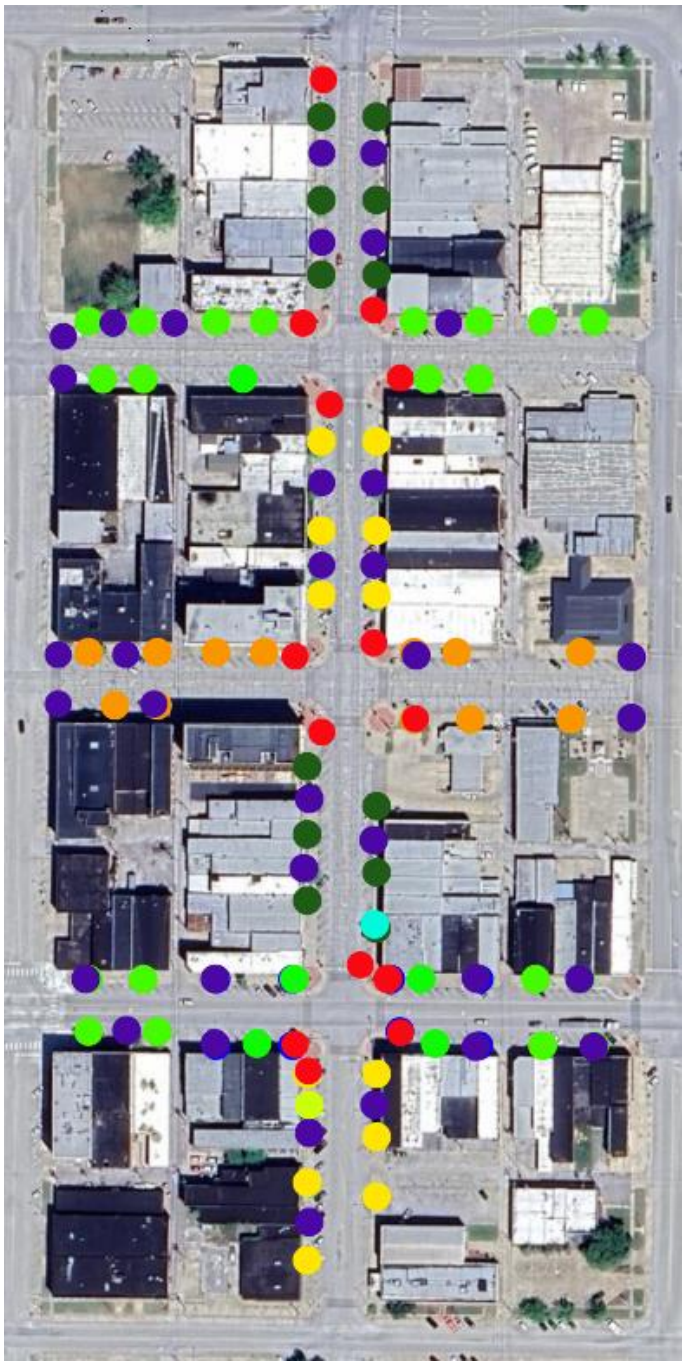
**Crape Myrtle (or similar blooming shrub)**

Max Height: 6’ – 8’

Max Width: 6’ – 8’

Growth Rate: 12” – 24” annually.

Other Characteristics: Highly drought and heat tolerant once established. Water weekly for first two years. Requires annual pruning in winter to maintain structure, thin out weak growth, and stimulate blooms.



- Taylor Juniper
- Parkland Pillar Asian White Birch
- Sky Tower Ginkgo
- Existing Magnolia Tree
- Lucas Columnar Hornbeam
- Foster Holly
- Dwarf Crape Myrtle

# REQUEST FOR COMMISSION ACTION
# CITY OF INDEPENDENCE
# February 26, 2026

**Department** Admin **Director Approval** David Cowan, John Garris

**AGENDA ITEM** Consider prohibiting parking on the south side of West Oak Street between 10th Street and 21st Street.

**SUMMARY RECOMMENDATION** City Staff recommends installing the no-parking signs.

**BACKGROUND**

The City of Independence was contacted by the USD 446 Transportation Department regarding a safety concern on West Oak Street that is creating a serious issue for school buses traveling along the corridor. Vehicles parked along the south side of the street are encroaching into the travel lane. Due to the width of school buses, this condition forces drivers into the oncoming traffic lane, which is a violation of USD 446 school bus operating policy.

The City has also received complaints from nearby residents indicating that parked vehicles along West Oak Street are creating traffic hazards. However, the City's current policy for installing no-parking signage on narrow streets does not apply to this location due to the overall width of the roadway.

The USD 446 Transportation Manager and Superintendent have requested that, on days when school is in session, a no-parking zone be enforced on the south side of Oak Street between 10th Street and 21st Street from 6:30 a.m. to 5:00 p.m.

City staff have reviewed the request and are in agreement with the school district that no parking should be enforced as requested. While the resident request for a no-parking restriction on West Oak Street does not meet current policy guidelines and therefore requires City Commission approval, staff notes that vehicles parked along West Oak Street routinely force traffic into the oncoming lane. Additionally, this corridor is used by numerous large delivery trucks serving South Middle School, further increasing safety concerns.

**FINANCIAL INFORMATION** Sign material would cost approximately $2,000 for an estimated 18 signs.

**SUGGESTED MOTION** I move to approve an amendment to City Code section 102-116, authorizing No Parking on the South side of Oak Street from 10th to 21st Street on days school is in session from 6:30 a.m. to 5:00 p.m.

**SUPPORTING DOCUMENTS**

1. Ordinance 4502 - AN ORDINANCE AMENDING PARKING ON NARROW STREETS_
2. No Parking Letter - West Oak 01232026
3. West Oak No Parking Request 01152026
4. Citizen Support - Oak

**ORDINANCE NO. 4502**

**AN ORDINANCE AMENDING CITY CODE SECTION 102-116 DEALING WITH PARKING ON NARROW STREETS**

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

**Section 1:** City code section 102-116 (Ordinance No. 4131) is hereby amended to read as follows in its entirety:

> "In order to ensure that all city streets and highways will have a minimum of 12 feet of clearance which is required for emergency vehicle use for public safety reasons, the governing body of the city shall have authority to restrict parking on streets and highways in the city pursuant to the guidelines set forth:
>
> (1) On streets or highways that are 30 feet in width or less, measured curb to curb, the governing body may impose a parking restriction designating no parking on one side of the road or highway.
>
> (2) On streets or highways that are less than 24 feet in width or less, measured curb to curb, the governing body may impose a parking restriction designating no parking on one side of the road or highway, or no parking on both sides of the street or highway.
>
> The governing body of the city shall have authority to adopt parking restrictions on a case-by-case basis consistent with this ordinance.
>
> To the extent that there may be provisions contained in the standard traffic ordinance published by the League of Kansas Municipalities and adopted by the city for use in municipal court prosecutions which are in conflict with this ordinance, (such as current sections 90 and 91), whether now in existence or as may be adopted in the future, then the provisions of this ordinance shall prevail and control."

**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 26th day of February, 2026.*

Dean Hayes, Mayor

**ATTEST:**

David Schwenker, City Clerk

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

"Delivering Excellence"

January 23, 2026

TO: Residents Along West Oak Street
RE: Proposed No Parking on West Oak Street

Dear Resident,

The City of Independence has been made aware of a safety concern occurring along West Oak Street between 10th Street and 21st Street. Vehicles parked along the curb in this area are creating obstacles for school buses, limiting their ability to safely navigate traffic and creating potential safety hazards for students and motorists.

To address this concern, the City is proposing a no-parking restriction along the curb on West Oak Street between 10th Street and 21st Street during the hours of 6:30 a.m. to 5:00 p.m. on school days. During these hours, residents would be required to park their vehicles in their driveways or off-street parking areas.

City staff will be presenting this proposal to the City Commission for consideration at the **February 26, 2026,** at 5:30 pm meeting. Meetings are held at 120 N. 6th Street in the Commission Room on the 1st floor.

If you have questions or concerns regarding this proposal, please contact my office at *620-332-2528 or via email at davidc@independenceks.gov*. Residents are also welcome to attend the City Commission meeting on February 26, 2026, to provide input.

Thank you for your attention and cooperation as we work to improve safety along West Oak Street.

Sincerely,

David Cowan
Assistant City Manager
City of Independence, Kansas

Yes, USD 446 would formally request that no street parking occur on Oak Street between 10th and 21st. If needed, the time frame could be adjusted to between 6:30 am and 5:00 pm on school days. I appreciate you visiting with Monica and following up on this. Please let me know if anything further is needed from me or the district.

J.McAfee

Hello David

My name is TJ Korhn. I live on Oak street near the high school and I 100% support the no parking along oak street. The parked cars are a consistent hazard for motorists.

I'm unable to attend the Feb 26th meeting but wanted to voice my opinion on this matter for consideration

Thank you

# REQUEST FOR COMMISSION ACTION
# CITY OF INDEPENDENCE
# February 26, 2026

**Department** Admin **Director Approval** David Cowan, John Garris

**AGENDA ITEM** Consider adopting an ordinance amending the City Code for basement water meter installation.

**SUMMARY RECOMMENDATION** City Staff recommends approval of the Ordinance.

**BACKGROUND**

The City of Independence was contacted by a downtown business owner requesting water meters for upper-story apartments. Under the current code, the City is not permitted to install water meters within basements in the Downtown Historic District. Due to narrow sidewalks and limited space downtown, installing external vaults to accommodate multiple meters would be both costly and difficult to implement.

The proposed ordinance amendment would allow the Water/Sewer Department to install meters in the basement; however, it requires the building owner to extend the service line one foot outside the building and to provide all necessary piping, manifolds, and exterior access for metering antenna cables to connect to exterior antennas. City water crews would be responsible for installing the meters on the prepared manifolds and ensuring network connection to the City metering network.

**FINANCIAL INFORMATION** There is no cost associated with this amendment. Water service fees are in the fee schedule for starting new service.

**SUGGESTED MOTION** I move to adopt Ordinance No. 4501 amending Ordinance 4393 to allow for water meters to be installed in the basements in the Downtown Historic District.

**SUPPORTING DOCUMENTS**

1. Ordinance 4501 - Downtown Meter Installation Amendment

**ORDINANCE NO. 4501**
**AN ORDINANCE AMENDING ORDINANCE 4393**
**CODIFIED AS CITY CODE SECTION 106-28**

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

**Section 1: City Code 106-28 is amended to include a new subsection (f) which shall read as follows:**

(f) **Downtown Historic District exception; basement meter installation when necessary.** Notwithstanding the requirements of subsection (a), the City may authorize the installation of a water meter within the basement or interior of a structure located in the designated Downtown Historic District when exterior installation is not feasible due to site constraints, historic preservation requirements, structural limitations, or other conditions determined by the City to make compliance impracticable.

(1) Such authorization may only be granted upon a finding by the director of the water department, or his or her designee, that installation of the meter outside the structure is not reasonably possible or would create undue hardship or conflict with applicable historic district standards.

(2) When a meter is installed under this subsection, the City shall remain responsible for the service line from the water main to within one foot of the outer wall of the foundation or structure. The property owner shall be responsible for maintenance of the service line from within one foot of the outer wall of the foundation or structure into the structure where the service line connects with the meter, as well as all other water lines within the property including all piping, manifolds for meters, providing exterior access through the foundation for metering antennas and all repairs thereto consistent with subsection (c).

(3) The City retains the right, at its sole option, to require relocation of any meter installed under this subsection to an exterior location in the future if conditions change or if relocation becomes feasible. In such event, the City shall be responsible for thereafter installing a connecting line from the relocated meter to within one foot of the outer wall of the foundation of the structure. The property owner thereafter shall be responsible for extending the connecting line into the property owner's property to establish water

service. After the City has relocated a water meter to a location consistent with subsection (a), and after the City has initially installed the connecting line to within one foot of the property owner's outer foundation wall or structure, the property owner shall thereafter be solely responsible for maintenance for the entire connecting line from the meter box into property owner's property.

**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 26th day of February, 2026.*

_____
Dean A. Hayse, Mayor

ATTEST:

_____
David Schwenker, City Clerk

# REQUEST FOR COMMISSION ACTION
# CITY OF INDEPENDENCE
# February 26, 2026

**Department** Public Works & Utilities **Director Approval** John Garris

**AGENDA ITEM** Consider authorizing a contract increase in the amount of $46,800 with Water Resource Solutions, LLC for inspection of the Verdigris River Dam.

**SUMMARY RECOMMENDATION** Authorize increase.

**BACKGROUND** Previous inspections of the low-head dam at the Verdigris have been at the surface and visual. When the previous RCA for design award and bidding were approved, it was thought that to fully inspect the dam, a diversion structure would be necessary. Water Resource Solutions, LLC (WRS), was selected and provided a proposal for design and bidding of the project.

The initial proposal totaled $358,833, but the initial contract was approved at $158,000, which was planned to get the project to a state where the overall construction of the diversion structure along with the correction of known issues could be bid. Additional work would then be awarded as necessary as the project progressed.

However, during the bidding, a company, Ballard Marine Construction (Ballard), that had received plans requested a meeting. During that meeting, they proposed that they could gain the information needed for determination of needed repairs without building a dam using divers and remote operated bathymetric surveys with higher definition than initially used.

This has the potential to save the City hundreds of thousands of dollars, especially if minimal work is required to do repairs, as many repairs may not require a dam at all. As the inspection is an engineering function, staff requested WRS to contract with Ballard directly. Although the initial WRS contract was $158,000, and the Ballard proposal is $94,550, WRS is only requesting an increase of $46,800 in their contract since WRS is currently under budget. This would increase their budget to $204,800.

At the conclusion of this phase, WRS would provide an additional proposal to bid repairs beyond those known as discovered during the investigation.

**FINANCIAL INFORMATION** This item will be paid for from the Water/Sewer Capital Infrastructure Fund (Fund 035).

**SUGGESTED MOTION** I move to authorize an increase in the amount of $46,800 with Water Resource Solutions, LLC for engineering and inspection services.

**SUPPORTING DOCUMENTS**

1. Independence KS - Verdigris River Low Water Dam Inspection - Mod 1

WRS WATER RESOURCES SOLUTIONS

5000 W. 95th St., Suite 290
Prairie Village, KS 66207
(913) 302-1030
www.WRS-rc.com

February 18, 2026

Mr. John Garris, P.E.
Public Works & Utilities Director/City Engineer
City of Independence
120 N 6th Street
Independence, KS 67301

Subject: Independence – Verdigris River Low-Water Dam Inspection Contract Modification 1

Dear John:

With this letter, I am sending a contract modification request for the Verdigris River Low Water Dam Inspection contract in the amount of $46,800. The new contract total for this project would be $204,800.

Based on discussions between WRS, the City and Ballard Marine Construction (Ballard), WRS would like to recommend that the City move forward with an underwater inspection of the dam in lieu of building the cofferdam for dry physical inspection of the low water dam. This non-invasive inspection approach outlined in the attached Ballard proposal will have significantly reduced impacts to water quality and aquatic habitat in the river. There is also a large possibility that this approach could save the City hundreds of thousands of dollars if only minor deficiencies are identified in the dam.

A revised scope of services and budget was prepared to complete the inspection using the revised methodology. The remaining budget from the original budget was reallocated to the new tasks and the resulting modification request was developed. The original budget included funds for permitting that have been excluded from this reallocation. The revised scope of services, Ballard proposal, and fee spreadsheet are attached for reference.

The original contract terms and conditions remain in effect unless directly altered by the attached scope of services or Ballard proposal. Both the City of Independence and Water Resources Solutions, LLC, remain bound by these terms and conditions.

If you have any questions, please contact me at DBaker@wrs-rc.com or 913-302-1030.

Sincerely,

Water Resources Solutions, LLC

Donald W. Baker, P.E., BC WRE, CPESC, VMA
Project Manager

Enclosures

By signing this modification request cover letter, the City of Independence accepts this contract modification request.

Accepted by:

Printed Name: _____

Title/Position: _____

Signature: _____

Date: _____

ATTACHMENT 1

# CITY OF INDEPENDENCE, KANSAS – VERDIGRIS RIVER LOW WATER DAM INSPECTION – CONTRACT MODIFICATION 1

## PROJECT UNDERSTANDING

The City of Independence has decided to complete an underwater inspection of the low water dam using Ballard Marine Construction (Ballard). These services will replace the visual inspections originally planned after a cofferdam was constructed.

This modification to Water Resources Solutions' contract outlines the new tasks that will be completed. An associated fee estimate outlines the costs and defines the cost differential required to complete the inspection.

This modified scope of services has been revised to include the design of relatively minor dam repairs that can be completed underwater. Any design of unknown deficiencies was excluded from the original scope of services. These underwater repair designs would be added to the construction plan set for the known dam deficiency issues. The design of dam deficiencies identified from the underwater inspection covers only those types of repairs that can be completed by divers underwater. More significant deficiencies such as foundation scour, large sections of deteriorated concrete or other faults that require significant design and construction are excluded from this scope of work and would be negotiated as an additional modification to the contract.

Upon receiving the notice-to-proceed, WRS will provide the services identified in this Scope of Services. Other requested services not described in this scope may be added as a modification to the contract.

## 1.0 Underwater Inspection Project Coordination

WRS will coordinate all the activities of our inspection team, which include team coordination and meetings, meetings with the City, site activities, design documentation, and plans and specifications.

1.1 WRS will complete project coordination activities that include coordination for the dam inspection and minor design activities, emails, telephone, or web conference updates.

1.2 WRS will hold weekly online meetings to discuss project progress.

## 2.0 Underwater Inspection

WRS and Ballard will complete an underwater inspection of the low water dam and prepare a report detailing the findings. All Notes, Clarifications and Exclusions provided in the Ballard proposal are incorporated into this Scope of Services by reference.

2.1 WRS and Ballard will complete an ROV Inspection of the dam. The ROV Inspection is detailed in the attached Ballard proposal.

2.2 WRS and Ballard will complete a Commercial Dive Inspection of the dam. The Commercial Dive Inspection is detailed in the attached Ballard proposal.

2.3 WRS and Ballard will complete an Underwater Inspection Report that outlines the procedures used for the inspection and the results of the inspection.

## Additional Services

Services not covered under this scope of services will be considered Additional Services and will be negotiated as an amendment to this scope of services and contract. Additional services could include meetings, additional submittal requirements, additional design services, construction phase services, geotechnical investigations, etc.

BALLARD MARINE CONSTRUCTION
727 S 27th Street Washougal, WA 98671
866.782.6750 | www.ballardmc.com

A Proposal Prepared For: Donald Baker

# Verdigris River Low-Head Dam In-Water Inspection

## Water Resources Solutions, LLC

**Bid Date: 2/5/2026**

Prepared By:
Ballard Marine Construction
Dan St. Pierre
dan.stpierre@ballardmc.com
(564) 241-4368

**CONFIDENTIALITY**

This proposal, including pricing, contains confidential and proprietary information and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal for the specific project named above. The proposal and the information contained herein may be shared with Client's customer, employees, consultants and agents only to the extent such entities and individuals have a need to know such information in connection with the Project and have been informed of the confidential and proprietary nature of the information. Client shall take all reasonable precautions to prevent disclosure of confidential and proprietary information to any other person or entity. In the event Client or third party uses any information in this proposal for purposes other than as stated above, Ballard Marine shall not be liable in any way relating to such use.

2/5/2026

Donald Baker
Water Resources Solutions, LLC
5000 W. 95th Street, Suite 290
Prairie Village, KS 66207
P: 913-302-1030
dbaker@wrs-rc.com

RE: Verdigris River Low-Head Dam In-Water Inspection

Dear Donald Baker,

Ballard Marine Construction (Ballard) appreciates the opportunity to submit our proposal for the Verdigris River Low-Head Dam In-Water Inspection as per your requested scope of work. Ballard personnel will comply with all local, state, and federal rules and regulations applicable to performance of our services.

Ballard looks forward to collaborating with you on this project. Should additional information be required, or if I may be of further assistance, please do not hesitate to contact me.

Respectfully Submitted,

Ballard Marine Construction
Project Manager, Midwest Division
Dan St. Pierre
(564) 241-4368 | dan.stpierre@ballardmc.com

# City of Independence Proposal

## Verdigris River Low-Head Dam
## In-Water Inspection & Repair Approach

## Project Overview and Understanding

Following our recent meeting with the City of Independence and Water Resources Solutions, Ballard Marine Construction understands that the City is interested in an inspection-first approach to confirm existing dam conditions before proceeding with major temporary works or repair commitments.

Given that the dam has not been comprehensively inspected since the 1980s, and repair quantities remain uncertain, Ballard proposes a phased in-water inspection program beginning with a rapid ROV assessment, followed by a targeted commercial dive inspection. This approach allows the City and WRS to obtain reliable condition information efficiently, reduce uncertainty, and better define repair scope prior to advancing into construction.

## Execution Work Plan

**1. General Approach**

Ballard will perform a structured in-water inspection of the Verdigris River Low-Head Dam using a two-step methodology:

- Phase 1A: ROV Inspection (Initial Reconnaissance)
- Phase 1B: Diver Inspection (Detailed Verification)

All work will be performed with the dam in service and without the use of an earthen cofferdam. Sandbags, aqua dam, or similar may be used to stop flows from going over the downstream side. Inspection activities will be planned around favorable river conditions and will follow applicable commercial diving safety standards.

**2. Mobilization and Site Preparation**

- Transport and staging of equipment — Diving systems, inspection tools, underwater cleaning equipment, and documentation systems will be mobilized to the site and staged in coordination with WRS on the west embankment.
- Pre-work coordination — Ballard will conduct a pre-task briefing covering river conditions, inspection sequencing, communication protocols, emergency response, and operational constraints.

### 3. Phase 1A — ROV Inspection

Ballard will mobilize a dedicated field team to perform an initial underwater inspection using a Remotely Operated Vehicle (ROV) and associated survey equipment. Phase 1A is intended to collect high-quality data to characterize existing conditions, identify areas of concern, and optimize the scope and efficiency of the subsequent diver inspection.

The ROV inspection will be conducted to supplement historical documentation and provide the real-time field verification of underwater conditions prior to diver deployment.

The ROV inspection scope may include, but is not limited to:

- Continuous video of the downstream face of the dam, from waterline to toe, where accessible and visibility is good.
- Identification and documentation of cracking, spalling, surface deterioration, and material loss or build up.
- Inspection of construction joints, lift lines, transitions, penetrations, and training wall interfaces.
- Assessment of toe and apron conditions, including indicators of scour, undermining, or displacement.
- Documentation of debris accumulation, biological growth, or obstructions that may affect inspection or performance.
- Collection of high-resolution, geo-referenced imagery suitable for Engineer review and condition assessment.

ROV observations will be logged and evaluated to prioritize dive inspection locations, refine diver tasking, and reduce overall dive exposure and duration.

### 4. Phase 1B — Commercial Dive Inspection

Following review of the ROV results and discussion with the WRS, Ballard will return with a qualified commercial dive team to perform a detailed tactile and documented inspection of the identified repair and concern areas. This inspection will be tailored to target areas of specific concern identified from the inspection conducted in Phase 1A.

Dive inspection activities may include:

- Close-up evaluation of cracks, joints, and offsets
- Concrete sounding to detect voids or delamination
- Physical verification of undermining or section loss
- Detailed photo documentation of priority zones
- Field measurements to support quantity development

This phase provides defensible condition verification beyond what is possible through video alone.

## 5. Deliverables

At the conclusion of Phase 1, Ballard will provide:

- Digital survey video log, organized by inspection areas.
- Selected high-resolution imagery highlighting observed conditions and areas of concern.
- Dive inspection photo documentation
- Written inspection memorandum summarizing findings
- Identification of priority repair areas
- Preliminary recommendations for repair approach and sequencing
- Support for developing repair quantities and next-step scope

Deliverables will be provided in a format suitable for incorporation into the Engineer's inspection records and reporting.

## 6. Phase 2 (Optional): In-Water Repair Capabilities

If directed by the WRS & the City following Phase 1 findings, Ballard can execute many common dam repairs in the wet, including:

- Crack injection and sealing (Avanti products)
- Joint repair and watertight sealing
- Localized underwater concrete placement
- Concrete patching and spall repair
- Void fill and scour stabilization

Repairs will be targeted specifically to deficient areas, reducing unnecessary scope and allowing work to proceed without full dewatering where feasible. If certain repairs are ultimately determined to require dry access, those options remain available; inspection-first simply ensures repair decisions are based on confirmed field conditions.

## 7. Material Handling and Waste Management

- All removed debris, waste material, and unused product containers will be collected and disposed of off-site.
- Work areas will be maintained in a clean and controlled condition throughout execution.

## 8. Quality Control and Documentation

- All inspection and repair activities will be documented daily
- Repair placement will be verified against approved procedures
- Photographic records will support City/Engineer review
- Ballard will provide closeout documentation upon completion

**9. River Monitoring and Schedule Controls**

Ballard will utilize real-time monitoring of the USGS gage immediately downstream of the dam, along with upstream gages, to provide early warning of rising flow events. Work will be planned around seasonal low-flow windows, with the ability to pause safely during high-water conditions and resume once flows stabilize, without exposure to cofferdam damage or temporary diversion failure.

**10. Demobilization**

- All equipment and materials will be demobilized from the site.
- A final site cleanup and work area restoration will be performed.

Project Location

# Work Schedule and Onsite Crew Size:

**1. Anticipated Phase 1 Duration**

- ROV Mobilization: 2 days
- ROV Inspection: 2 working days
- Dive Crew Mobilization: 2 Days
- Dive Inspection: 3-5 working days
- Reporting and deliverables: within 7–10 days following both inspections

This schedule remains adaptable based on the initial ROV inspection, and any operational constraints observed onsite.

**2. Onsite Crew Size and Roles**

Primary Onsite ROV Crew (2 Personnel)

- **RSD Superintendent -** Overall field coordination, safety oversight, and client/Engineer interface.
- **ROV Pilot -** Operation of the ROV, camera systems, and real-time inspection execution

Primary Onsite Dive Crew (6 Personnel)

- **Dive Superintendent -** Responsible for overall coordination of daily field activities, diving operations, safety oversight, and communication with the project team.
- **Two Lead Divers -** Perform all underwater activities, including inspections, data collection, and repair verification.
- **Two Tenders -** Supports dive operations by managing umbilical's, preparing tools and materials, and assisting with surface coordination
- **Field Engineer -** Supports technical execution, submittal management, layout verification, documentation of repairs, and material tracking.

**3. Supplemental Project Support**

These personnel will not be stationed on-site but will provide direct support as needed:

- **Project Manager –** Provides overall project oversight, coordination with the Owner, and management of schedule, procurement, and reporting.
- **Safety Officer –** Conducts audits, ensures compliance with ADCI and site safety protocols, and supports safe work planning. Includes site visits as necessary.

This staffing approach ensures that all required diving tasks are completed efficiently while maintaining strong oversight, quality control, and adherence to safety and environmental standards.

# Project Pricing Summary

## Time & Materials Not-to-Exceed

Ballard proposes to perform Phase 1 inspection services on a **Time and Materials (T&M) basis with a Not-to-Exceed (NTE) value**, providing the City with cost control while maintaining flexibility given the unknown condition environment. No repair work will be performed without City authorization following inspection findings.

| Ballard Marine Construction Pricing Summary | | | | | |
|---|---|---|---|---|---|
| **Item** | **Description** | **Unit Cost** | **QTY** | **Units** | **Total** |
| 1 | ROV Mobilization / Demobilization | $12,000.00 | 1 | Per Occurrence | $12,000.00 |
| 2 | ROV Daily Service | $7,500.00 | 2 | Per Day | $15,000.00 |
| 3 | Dive Crew Mobilization/Demobilization | $14,800.00 | 1 | Per Occurrence | $14,800.00 |
| 4 | Dive Crew Daily Service<br>*5-Man Crew, 8hr. days Mon – Fri* | $9,250.00 | 5 | Per Day | $46,250.00 |
| 5 | Report Findings | $6,500.00 | 1 | Total | $6,500.00 |
| 6 | Aquadam Install<br>*Includes cost of Aquadam and additional support personnel* | $35,000.00 | 1 | TBD | $0.00 |
| | | | | | |
| 7 | **Total Time & Material Estimate** | | 1 | **Total** | **$94,550.00** |

### *Pricing Notes:*

- Mobilization Rate – applies during preparation and loading of all equipment and supplies required to perform the work, and during travel time to the Project site in preparation for initial setup.
- Off Site Standby Rate – This will be billed anytime the crew is requested to standby off site for reasons outside Ballard control including weather, client/owner requests or delays due to material supply, etc. Ballard will bill this at **$5,550.00** per day Mon-Fri
- Demobilization Rate – applies after completion of the work from the point equipment and crew leave the Project site, return to Ballard's facility, and until all restocking of equipment is completed.
- Equipment Maintenance: when applicable, maintenance will be performed daily for up to one (1) hour, accruing up to eight (8) hours per project, and will not be considered downtime.
- Other:
    - Consumables, materials, and third-party services required to complete the work will be billed at cost plus 15%.
    - Additional items will also be billed at cost plus 15%, including:
        - Additional Client requested services, equipment, or tooling (when available)
        - Mobilization of additional equipment, unless Ballard and Client agree Client will be directly responsible for mobilization.

# Key Personnel

## LEWIS ROUNDS, PE

DAM SAFETY ENGINEER

Lewis is a nationally recognized dam safety and engineering leader whose career spans more than three decades of hands-on, regulatory, and executive-level experience across the full lifecycle of dam design, inspection, rehabilitation, and compliance. With a foundation built from early work in mechanical systems, mining, and construction, he developed into one of the most trusted authorities in the field—serving as Idaho's State Dam Safety Engineer, leading dam safety programs for NextEra Energy across the U.S. and internationally, and guiding complex, high-risk infrastructure projects through FERC oversight and approval. His background includes direct responsibility for more than 200 dams, major rehabilitation programs, PFMA and EAP development, and innovative engineering solutions that have reshaped best practices in underwater and confined-space dam repair. Now serving as Chief Dam Engineer and Director of Engineering for Ballard Marine Construction, Lewis brings unmatched technical judgment, regulatory fluency, and problem-solving ingenuity, making him an essential strategic leader on some of the most challenging dam safety and hydropower projects in the country.

## CAL MURRAY

PROJECT EXECUTIVE

Callahan (Cal) Murray is a results-driven construction leader who has steadily progressed from field engineering roles to serving as the Midwest Area Manager for Ballard Marine Construction. He brings deep experience overseeing complex marine and heavy civil infrastructure projects, managing operations across the region, and supporting strategic growth initiatives. Cal has led multimillion-dollar water, tunnel, and marine construction efforts, guiding teams through challenging logistics, technical constraints, and strict safety and quality expectations. Known for his strong communication skills, hands-on leadership style, and ability to build trusted client and stakeholder relationships, Cal excels at steering projects from early planning through successful completion while delivering reliable, innovative solutions.

## JEFF SPOERL

MIDWEST OPERATIONS MANAGER

Jeff has been in the marine construction and commercial diving industry for 25 years and has worked on many different projects and in many different locations throughout the country. These experiences have provided him with a wealth of knowledge and has proven beneficial for both his employers and the clients they have worked for. A few highlights include diving in the city of New Orleans after hurricane Katrina and providing safety support as the Project Safety Officer for AshBritt during Superstorm Sandy clean-up. Prior to attending dive school in Seattle, WA, he served in the United States Navy as a Surface Rescue Swimmer.

## DAN ST. PIERRE

PROJECT MANAGER

Dan St. Pierre is an accomplished Project Manager with nearly two decades of experience in marine construction, underwater operations, and heavy civil infrastructure. Beginning his career as a commercial diver and pile driver, he advanced through leadership roles managing complex marine and diving projects from planning through completion. His background includes overseeing large-scale underwater construction, inspection, and repair work; managing project budgets, schedules, and resources; and coordinating multidisciplinary teams to deliver safe, high-quality results. At Ballard Marine Construction, Dan leads field operations with a focus on safety, efficiency, and precision—bridging his technical diving expertise with strong project management and client coordination skills to ensure successful execution of challenging marine construction projects.

## RYAN BLAIR

DIVE SUPERINTENDENT

Ryan Blair is an experienced Dive Superintendent with a strong background in commercial, marine, and civil underwater construction, bringing over two decades of leadership in diving operations and project management. He oversees complex subsea projects, directing dive teams and support personnel to safely execute inspection, maintenance, repair, and installation work across diverse environments. His experience includes managing large-scale marine and offshore projects involving deep-water operations, pipeline installations, and structural repairs. Ryan is recognized for his commitment to safety, operational precision, and quality control, consistently ensuring compliance with stringent industry standards while delivering projects on time and within scope.

## COLTON KOEPPLINGER

FIELD ENGINEER

Colton is a skilled and adaptable field engineer with a strong foundation in engineering and hands-on technical experience across various industries. With a background in logistics planning, fabrication, and emissions testing, he has developed a strong ability to analyze, improve, and execute complex engineering projects. His expertise includes methods time management (MTM), fabrication and assembly processes, and emissions testing, which he has applied in diverse roles such as his work with Detroit Diesel Corporation, Advanced Air Technologies, and Bosch Engineering Group. Colton's practical experience, combined with his academic achievements, equips him to contribute effectively as a field engineer at Ballard Marine Construction, ensuring the successful delivery of projects.

## HANS EVERS

PROJECT SAFETY AND HEALTH OFFICER

Hans Evers is a seasoned construction professional with over 30 years of experience across residential, commercial, and industrial projects, specializing in safety leadership, concrete work, and structural carpentry. As a Project HSE Lead at Ballard Marine Construction, he ensures compliance with safety regulations, conducts hazard assessments, and fosters a strong safety culture. His background includes serving as a Site Safety Coordinator, where he led training programs, managed safety protocols, and successfully maintained over 60,000 man-hours of safe work with no injuries. With hands-on expertise in form carpentry, industrial maintenance, equipment operation, rigging, and fall protection, Hans brings a proactive approach to job site safety, risk mitigation, and construction excellence.

## BRIAN POSHAK

RSD AREA MANAGER

As Robotics & Survey Division (RSD) Area Manager, Brian Poshak will provide direct division-level support to the project team to ensure consistent execution and alignment with Ballard's operational standards, quality requirements, and project commitments. Brian will actively support the Operations Manager and field leadership through oversight of production planning, staffing, and equipment coordination, helping ensure resources are properly aligned with project needs and schedule demands. Throughout the project, Brian will work closely with project leadership to reinforce production expectations, monitor performance, and assist in resolving execution challenges related to workload prioritization, resource availability, or field conditions. His role includes coordinating internal RSD resources across concurrent projects to minimize conflicts and maintain continuity of operations. With 29 years of experience in operations leadership and performance management, Brian brings a practical, delivery-focused approach that strengthens accountability, supports efficient field execution, and helps the project team maintain safety, quality, and schedule performance consistent with MWRD's expectations.

## JEFF NEWLIN

RSD PROJECT SUPERINTENDENT

Jeff Newlin will serve as Project Superintendent and brings specialized expertise in leading remote inspection projects, managing high-reliability equipment deployments, and coordinating multi-discipline crews in constrained, high-consequence environments. As Ballard's Robotics & Survey Division Equipment, Training & R&D Manager with 28 years of experience, he has overseen the readiness, deployment, and field support of ROV and sonar-based inspection systems, including integrated multibeam/profiling sonar, LiDAR, USBL tracking, INS/DVL navigation, and high-definition video. His relevant tunnel and conduit work includes long-distance ROV inspections using dual profiling sonars to quantify sediment depths and confirm tunnel geometry, as well as development of 3D tunnel datasets to support engineering evaluation and repair planning. In a superintendent capacity, Jeff is a proven operational leader focused on safety, schedule control, quality assurance, and efficient coordination between field teams and the reporting/engineering staff—ensuring consistent execution and organized data handoff for client deliverables.

## *Project Specific Notes, Clarifications, and Exclusions*

1. This estimate includes a 5-man crew, and equipment to support operations Mon-Fri 8hrs, should the work scope change, additional pricing will be provided upon request.
2. Delays outside Ballard's control will be charged at the rates noted above.
3. Ballard will plan this work when river elevations are as low as possible to support a safe and productive ROV/Dive operation.
4. Any delays onsite due to high water events will be billed at the standby rate above. Water flow over the crest of the dam in excess of 1.5ft will constitute a high-water event.
5. If work can be performed at a time where water flow over the crest of the dam does not exceed 6", Aquadam will not be required. Anything over this will require the Aquadam in order to be able to obtain an adequate inspection of the downstream face of the dam.
6. If there are any DP (Differential Pressure) conditions on the upstream side of the dam that create unsafe conditions for diving, we will work with WRS to eliminate these hazards. Any additional cost will be discussed and approved prior to execution.
7. Debris and sediment may require additional time and equipment. Any additional cost will be discussed and approved prior to execution.

## *General Notes, Clarifications, and Exclusions*

The following are made part of the contract and supersede any provisions thereof unless expressly agreed otherwise in writing by Ballard.

1. This proposal is contingent upon:
    a. the parties reaching mutually agreeable terms and conditions under a fully executed written agreement, and
    b. availability of personnel and equipment.
2. Ballard and Client acknowledge:
    a. this proposal is submitted in response to an RFP or other request (i.e., schedule of rates) from Client and is based on assumptions and quantities specified therein, and
    b. changes to assumptions and/or fluctuations in quantities may affect costs associated with providing the services contemplated herein.
3. Exclusions:
    a. This proposal does not include, and Ballard will not be responsible for, any impact, delay or costs resulting from events or circumstances beyond Ballard's control, including but not limited to: acts of God; acts of the public enemy; acts of the Client, Project owner, or their respective agents; fires; floods; epidemics or pandemics; government orders or restrictions; strikes; severe weather; or supply chain issues such as scarcity of commodities or unusual delivery delay.
    b. Any deviation in site conditions, scope of services, and/or deliverables specified herein will be considered a change and subject to negotiation and agreement in writing prior to commencement of work affected by any such change.
    c. Unless specifically stated otherwise, this proposal does not include any environmental controls or engineering services.
    d. Ballard is not responsible for any expenses related to decontamination of equipment or reclamation of water or property contacted by contaminated materials at the work site during the Project. Any diving equipment or support equipment contaminated by radio nuclides, damaged, or destroyed by hydrocarbons, solvents, chemicals and/or other environmental conditions will be replaced at cost plus fifteen percent (15%) daily rental until the equipment is replaced.

e. Spoils, debris, water treatment/filtration and trash disposal are not included and are the responsibility of others, unless expressly included as part of Ballard's scope of work. Damaged equipment will become the property of the Client.
f. Cost of performance, payment or warranty bonds is not included. If required by Client, bonds will be furnished at cost plus fifteen percent (15%).

4. Client Responsibilities:
   a. Provide all permits required for the Project or performance of the services other than business or contractors' licenses required in the location of the Project.
   b. Pay for any and all customs, import/export fees, foreign tax, duties, work permits, tariffs or any other related fees associated to the Project.
   c. Provide sufficient access to and from the project site.
5. Safety & Compliance:
   a. Ballard dive teams are OSHA compliant and adhere strictly to ADCI regulations and guidelines. OSHA requires a minimum of a three (3) man properly trained dive team on each commercial diving project.
   b. Ballard reserves the right to add more personnel as needed to safely perform the work depending on site conditions, depth of water, additional equipment, and any other conditions or circumstances that may affect safe performance of the work. Client shall be responsible for all resulting additional costs.
   c. Ballard's supervisor/superintendent will have sole authority to determine if working conditions, including weather, allow for safe performance of the work. Weather conditions that may prevent safe performance of the work may include but are not limited to snow, ice, lightning, high winds/surf, extreme heat or cold, currents, and poor visibility caused by fog, snow, or heavy rain.
   d. Ballard may take immediate action to prevent the loss of life or limb, to prevent undue suffering, or to prevent further property or environmental damage as necessary without prior written authorization from Client. Any action so taken will be documented and an appropriate change order issued as soon as reasonably practical thereafter.
6. All pricing is quoted and to be paid in U.S. Dollars.
7. This proposal is good for thirty (30) days.

***The terms and pricing of this proposal and any subsequent contract assume no impact from an infectious disease outbreak, including but not limited to the COVID-19 pandemic, whether directly or indirectly. Ballard Marine Construction's ability to comply with any schedule requirement contemplated by this proposal is directly contingent on a lack of impact by an infectious disease outbreak. Such impacts could include but are not limited to: 1) any government or other public authority decision causing delay or impact; 2) any cost increase or lack of availability of personnel, materials, equipment and any other resources necessary for the performance of the work related to the proposal; or 3) any additional costs incurred to disinfect areas of the project site due to an infectious disease contamination or potential contamination. Ballard Marine Construction reserves its right to seek an extension of time and additional compensation if it or its subcontractors or suppliers are unable to maintain planned crew sizes due to an infectious disease outbreak, supply shortages or governmental restraints on business, travel or assembly or otherwise meet schedule requirements.***

| | Indpendence, KS - Verdigris Low Water Dam Insppections - Mod 1 | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 02/18/26 | Project Personnel | Prinicpal | Engineer VIII | Engineer VII | Engineer IV | Drafter | Technical Editor | Total Hours | Estimated Labor | Total Expenses | Total Subconsultant Costs | Total Cost |
| | **Project Billing Rate** | $325 | $300 | $225 | $145 | $150 | $225 | | | | | |
| | | | | | | | | | | | | |
| | **Subtask Group 1 - Project Coordination and Meetings** | | | | | | | | | | | |
| 1.1 | Project Coordiantion | | 8 | | 8 | | | 16 | $3,560.00 | $220.00 | $2,000.00 | $5,780.00 |
| 1.2 | Update Meetings | | 8 | | 8 | | | 16 | $3,560.00 | $320.00 | $2,900.00 | $6,780.00 |
| | | | | | | | | | | | | |
| | ***Subtask Group 1 Subtotals*** | **0** | **16** | **0** | **16** | **0** | **0** | **32** | **$7,120.00** | **$540.00** | **$4,900.00** | **$12,560.00** |
| | | | | | | | | | | | | |
| | **Subtask Group 2 - Underwater Inspection** | | | | | | | | | | | |
| 2.1 | ROV Inspection | | 8 | | 8 | | | 16 | $3,560.00 | $1,870.00 | $28,500.00 | $33,930.00 |
| 2.2 | Commercial Dive Inspecetion | | 8 | | 8 | | | 16 | $3,560.00 | $4,100.00 | $69,050.00 | $76,710.00 |
| 2.3 | Report | | 4 | | 16 | | 4 | 24 | $4,420.00 | $280.00 | $0.00 | $4,700.00 |
| | | | | | | | | | | | | |
| | ***Subtask Group 2 Subtotals*** | **0** | **20** | **0** | **32** | **0** | **4** | **56** | **$11,540.00** | **$6,250.00** | **$97,550.00** | **$115,340.00** |
| | | | | | | | | | | | | |
| | **PROJECT TOTALS** | **0** | **36** | **0** | **48** | **0** | **4** | **88** | **$18,660.00** | **$6,790.00** | **$102,450.00** | **$127,900.00** |
| | Reallocated Budget | | | | | | | | | | | $81,100 |
| | **Modification Request** | | | | | | | | | | | **$46,800** |



WRS WATER RESOURCES SOLUTIONS

# REQUEST FOR COMMISSION ACTION
# CITY OF INDEPENDENCE
# February 26, 2026

**Department Housing** **Director Approval April Nutt**

**AGENDA ITEM** Consider approving an agreement between the City of Independence, the Independence Housing Authority (IHA), See-Kan Cooperative Development, Inc. (See-Kan), and 3D Homes, Inc. for the construction of a 3D printed home at 401 North 10th Street.

**SUMMARY RECOMMENDATION** The Independence Housing Authority Board of Directors recommends the City Commission authorize the Mayor to sign the "Agreement for Construction of 3D Home."

**BACKGROUND**

See-Kan Cooperative Development, Inc. and the Independence Housing Authority have partnered with 3D Homes, Inc. to construct a model 3D printed home on the City-owned property located at 401 North 10th Street.

3D printed homes represent an emerging form of residential construction that utilizes specialized equipment to print structural wall systems using concrete materials. This project is intended to introduce this technology to the Independence community and surrounding region.

Upon completion, the home will be made available for public tours and educational purposes for a minimum of 180 days. During this demonstration period, residents, contractors, developers, and housing stakeholders will have the opportunity to view the construction method and finished product firsthand. The goal is to evaluate the feasibility, durability, cost effectiveness, and potential future use of 3D printed housing within the community.

Following the demonstration period, the home will be listed for sale on the open market.

**Ownership Structure**

The City of Independence owns the property at 401 North 10th Street.

Because state law limits the ability of the Independence Housing Authority to hold title to real estate in this type of transaction, the property and all improvements will remain in the name of the City of Independence during construction and during the demonstration period.

The agreement does not transfer ownership of the land or the home to IHA or See-Kan. The City will remain the titled owner until the property is sold to a third-party purchaser. At closing, the City, as the record owner, will execute the deed to the buyer.

**Project Roles and Responsibilities**

- **City of Independence**
  Contributes the use of the City-owned lot and retains title to the property until resale. The City is not contributing construction funds.

- **Independence Housing Authority (IHA)**
  Contributes one-half of the construction cost and administers contractor payments.
- **See-Kan Cooperative Development, Inc.**
  Contributes one-half of the construction cost.
- **3D Homes, Inc.**
  Constructs the 3D printed home in accordance with approved plans and specifications.

**Construction Cost**

The total construction cost is $150,000.

- IHA will contribute $75,000.
- See-Kan will contribute $75,000.
- The City will not contribute construction funding.

**Distribution of Sale Proceeds**

When the property is sold:

1. Customary closing costs will be deducted from the sale price.
2. The first $150,000 of net proceeds will be split evenly between IHA and See-Kan to reimburse their construction investment.
3. Any net proceeds above $150,000 will be distributed as follows:
   - 25% to IHA
   - 25% to See-Kan
   - 50% to 3D Homes, Inc.

If the property sells for less than $150,000 (after closing costs), IHA and See-Kan will absorb the loss proportionally. The City does not bear financial risk related to construction costs.

**FINANCIAL INFORMATION**

There is no direct impact to the City's general fund or operating budget.

- No City tax dollars are being used to construct the home.
- The City's contribution is limited to the use of City-owned property.
- All construction costs are funded by IHA and See-Kan.
- IHA and See-Kan bear the financial risk if the property sells for less than the construction cost.

**SUGGESTED MOTION** I move to authorize the Mayor to sign the "Agreement for Construction of 3D Home."

**SUPPORTING DOCUMENTS**

1. Contract 3D Homes 02202026 Final

# AGREEMENT FOR CONSTRUCTION OF 3D HOME

THIS AGREEMENT is entered into effective the ____ day of _____, 2026, between multiple parties described below:

City of Independence, Kansas, a municipal corporation, hereafter City

Independence Housing Authority, an agency of the City of Independence, hereafter, IHA

See-Kan Cooperative Development, Inc, a Kansas not for profit corporation, hereafter See-Kan

3D Homes, Inc, a Kansas corporation, hereafter Contractor

***WHEREAS,*** City owns the following described real estate which will hereafter be referred to as the Property:

**The East 100 feet of Lot 5, Block 10, Original Plat to the City of Independence, Montgomery County, Kansas**
**(commonly known as 401 North 10th Street, Independence, Kansas)**

***AND WHEREAS,*** the purpose of this Agreement is to provide for the construction of a 3D home to be built by Contractor, paid for by IHA and See-Kan on the Property owned by City.

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

1. **Construction**: Contractor will build in a workmanlike manner a single family 3-D home on the Property according to plans and specifications approved by all parties, attached hereto and incorporated herein by reference. Contractor will furnish at its own expense all labor and materials necessary to perform this agreement to final completion, except as otherwise provided herein or the plans and specifications. The Property shall be suitable for construction, which means level and clear of vegetation and brush which would interfere with construction.

2. **Consideration:** IHA and See-Kan shall each contribute 1/2 of the compensation to be paid to Contractor in the negotiated sum of $150,000.00.City is donating the Property for the project. The payment schedule shall be as follows:

a. $30,000.00 shall be payable upon the signing of this agreement.

b. $30,000.00 shall be payable upon beginning of site preparation and slab work.

c. $30,000.00 shall be payable upon beginning vertical construction.

d. $30,000.00 shall be payable upon the beginning of the roof portion of the 3-D home.

e. The final $30,000.00 shall be payable upon acceptance of the 3-D home by City, IHA, and See-Kan.

3. **Payment Procedure:** IHA shall serve as the contact for the Contractor for making payment applications. Contractor shall make application for payment in writing to IHA upon each milestone being reached. Upon approval of said application by IHA, said amount for that milestone shall be paid to Contractor.

4. **Demonstration 3-D Home:** The parties agree that the 3D home may be used for demonstration purposes to assist Contractor in selling other 3D homes for a period of at least 180 days from the date of final acceptance by City, IHA, and See-Kan. After 180 days have passed from the date of final acceptance, City, IHA and See-Kan may sell the Property to a third party. If the property is sold to a third party, the net proceeds from said sale shall be divided as follows: after the costs of the sale are deducted from the total (title work, closing costs, realtor fees, etc.), IHA and See-Kan shall equal split the first $150,000.00, and any net proceeds in excess of $150,000.00 shall be split with IHA receiving 25%, See-Kan receiving 25%, and Contractor receiving 50%. City, IHA and See-Kan shall not be responsible for any other payments or amounts to Contractor unless specifically stated in this agreement.

5. **Changes or Additions:** All changes or additions to the plans made after the signing of this agreement shall be submitted by IHA, acting as agent for City and See-Kan, to the Contractor in writing. Before the work outlined in the change or addition is done or the materials are purchased, both the work and the price therefore shall be approved in writing by the Contractor and IHA.

6. **Possession:** All parties agree that possession shall be given to IHA and See-Kan upon payment of $150,000.00, along with all amounts due to Contractor for all changes or additions as provided for in paragraph 5.

7. **Liens**: The Contractor will keep the Property free from any mechanic's liens which might be filed against the site as a result of labor or material used or furnished by Contractor.

8. **Contractor's Insurance:** The Contractor shall maintain such insurance as will protect the Contractor from claims under the Worker's Compensation Act and will also maintain general liability insurance of at least $250,000.00 to protect all parties from any claims for damages to persons or property that may arise on the site during the construction period. Contractor shall provide all certificates of insurance to IHA, as agent for City and See-Kan.

9. **Owners Insurance:** Before any work is begun, the City, IHA and See-Kan, collectively shall procure and maintain such insurance as will protect all parties from loss by fire and other hazards customarily insured against under similar circumstances. Such insurance benefits shall be payable to all parties having an insurable interest in the site as their interest may appear.

10. **Commencement and Completion of Work:** Subject to inclement weather conditions and the failure to timely make selections by IHA and See-Kan, construction shall commence on _____, 2026, and shall be completed within ____days from start of construction. The Contractor shall not be responsible for any delay in the completion of the total work contemplated when such delay results from any act or omission of City, IHA or See-Kan, their agents or employees, from changes ordered in the work, from strikes, lockouts, fire, unusual delay in transportation, acts of God, terrorism, acts of the U.S. Government or any agency thereof, or any other cause beyond the control of the Contractor. The completion date may also be extended by the issuance of change orders which expressly contemplate the extension of the completion date. The Contractor shall send IHA, as a agent for City and See-Kan, notice in writing of the completion of the 3D home. The City, IHA and See-Kan shall have fourteen (14) days from receipt of the notice to inspect the 3D home for defects and deliver to Contractor a written list of all defects that must be corrected before the 3D home will be accepted. Failure of the City, IHA and See-Kan to deliver to the Contractor a list of defects within the stated time will constitute approval of the site and acceptance of the 3D home fully completed. Omission from the list of any apparent defects or defects that should be apparent on reasonable inspection will constitute acceptance of the home with those defects. Upon correction of timely listed defects to the satisfaction of the City, IHA and See-Kan, the 3D home will be deemed complete.

11. **Condition of Construction Site:** The Contractor shall, at the completion of its work, remove all its rubbish, tools and surplus materials from the lot and the home and shall leave its work “broom-clean”.

12. **Limited Warranty:** No payment made by the IHA and See-Kan under this agreement, excepting the final payment made upon completion, shall be deemed to be conclusive evidence of performance of this agreement by Contractor, either wholly or in part, against any claims of the City, IHA or See-Kan by reason of any defective work or materials. The Contractor shall repair or replace any defective materials for a period of one year. The period of warranty shall commence upon the earlier of the date of final payment made pursuant to this agreement or the date City, IHA and See-Kan make final acceptance of the 3-D home. Contractor shall not be responsible for any defect, damage or condition of the home resulting from contraction, expansion or other ordinary and inherent characteristics of building materials or ordinary wear and tear. Any warranty contemplated herein shall be transferred to a third party if the home is transferred or sold within the warranty period.

13. **Default**: If IHA and/or See-Kan fail to make any payment within thirty (30) days of when due, Contractor shall be entitled to suspend construction until such payment is made, and the time for completion shall be extended a period of time equal to the number of days that work was suspended and the contract price shall be adjusted for any increases in cost caused by

the suspension. The remedies herein provided are in addition to and shall not prevent Contractor from exercising its rights under the mechanics liens law of the State of Kansas or pursuing any other remedy available at law. Venue for any litigation shall be Montgomery County District Court in Independence, Kansas.

14. **Utilities:** During Contractor's performance of this agreement, all utilities shall be placed in the name of City, IHA and/or See-Kan, as collectively determined by them, including electric, gas and water, and City, IHA and/or See-Kan shall be responsible for the same.

15. **Entire Agreement:** This agreement constitutes the entire agreement among the parties hereto and supersedes and cancels any prior agreements, representations, warranties or communications, including any letters of intent and any other matters, oral or written, among the parties hereto relating to the transactions contemplated hereby or the subject matter hereof. Neither this agreement nor any provisions hereof may be changed, waived, discharged or terminated orally, but by only an agreement in writing signed by the party against whom or which the enforcement of such change, waiver, discharge or termination is sought.

16. **Binding Effect:** This agreement shall be binding upon the heirs, executors, administrators, devisees and assigns of the parties, except that Contractor may not assign this agreement to another person or entity without the written consent of City, IHA and/ or See-Kan.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement on the day, and year first above written.

**City of Independence, Kansas**

_____

Dean Hayse, Mayor

ATTEST:

_____

David Schwenker, City Clerk

**Independence Housing Authority**

_____

Fred Meier, Chairman of the Board

**See-Kan Cooperative Development, Inc**

_____

April Nutt, Executive Director

**3D Homes, Inc**

_____

Christopher Stemler, Chairman of the Board

**CITY OF INDEPENDENCE**
**February 26, 2026**

**Department** City Clerk **Director Approval** David Schwenker

**AGENDA ITEM** City Board Minutes

**BACKGROUND**

**SUPPORTING DOCUMENTS**

1. January 6 2026 PZ Minutes

**Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's January 6, 2026 Meeting**

I. Call to Order

**Present:** Rachel Lyon, Lisa Richard by phone, Michelle Avery, Butch Holum, Kym Kays, Tim Haynes, Gary Hogsett, Anita Chappuie and Rita Ortolani

**Absent:**

**City Staff Present:** David Cowan, Assistant City Manager; David Schwenker, City Clerk; Jordan Bagley, IT Technician Coordinator and Kayla Schabel, Executive Assistant to the City Manager

**Guests:** Mark Ferrell and Keith Matlock

Chairperson Lyon called the meeting to order.

II. Minutes

a. Consider approving minutes of the December 2nd, 2025 meeting.

**Motion:**
**On the motion of Gary Hogsett, seconded by Butch Holum, the Commission approved the December 2nd, 2025 minutes as amended showing Anita Chappuie as absent only.**

**Aye: Rachel Lyon, Kym Kays, Tim Haynes, Gary Hogsett, Butch Holum, Rita Ortolani, Anita Chappuie, Lisa Richard**
**Nay: None**

III. Board of Zoning Appeals (Does not include outside City appointments)

a. Public hearing to receive comments on a variance from the special conditions required for a kennel, specifically a reduction in the minimum lot size required for a kennel use and a reduction in the minimum setback distance required for structures used in connection with the kennel.

**The applicant is requesting approval of variances from the special conditions applicable to kennels under Section 1006.1 of the zoning code. Specifically, the request is for relief from:**

1. **The minimum lot size requirement of two acres, and**
2. **The 75-foot setback requirement for kennel buildings and runs.**

**The variance request is related to a proposed boarding-only kennel, which is subject to separate consideration as a Conditional Use Permit under a different agenda item. While related, the variance request must be evaluated independently under the criteria set forth in Sec. 2-116.**

**Motion:**
**On the motion of Tim Haynes, seconded by Anita Chappuie, the Commission approved the variances from the minimum two-acre lot size and the 75-foot setback requirements meeting the criteria set forth in Section 2-116 of the zoning code.**

**Aye: Rachel Lyon, Lisa Richard, Michelle Avery, Tim Haynes, Butch Holum, Rita Ortolani, Anita Chappuie**
**Nay: None**

IV. Planning Commission

a. Public hearing to receive comments on a conditional use permit to allow a kennel in a C-2 commercial services district.

**The applicant is requesting approval of a Conditional Use Permit (CUP) to operate a boarding-only kennel on property zoned C-2 Commercial, as permitted under Article X, Section 1006.0 of the zoning code.**
**This request is accompanied by a separate variance request, which is addressed under a different agenda item. Approval of the conditional use is contingent upon compliance with applicable standards and any conditions deemed necessary by the Planning Commission and Governing Body.**

**Motion:**
**On the motion of Tim Haynes, seconded by Anita Chappuie, the Commission approved that the proposed boarding-only kennel meets the criteria set forth in Section 902.2 of the zoning code and approval of the Conditional Use Permit as amended to the Governing Body, subject to conditions and pending the amended verbiage of condition H.**

**Aye: Rachel Lyon, Lisa Richard, Kym Kays, Michelle Avery, Tim Haynes, Gary Hogsett, Butch Holum, Rita Ortolani, Anita Chappuie**
**Nay: None**

V. Discussion

a. Recognition of Lisa Richard for Service on the Planning & Zoning Commission and Discussion of Upcoming Agenda Items

**Chairperson Lyon recognized Lisa Richard for her many years of service on the Planning and Zoning Commission.**

VI. Adjournment

**Motion:**
**On the motion of Anita Chappuie, seconded by Butch Holum the Commission adjourned the meeting.**

**Aye: Rachel Lyon, Lisa Richard, Kym Kays, Michelle Avery, Tim Haynes, Gary Hogsett, Butch Holum, Rita Ortolani, Anita Chappuie**
**Nay: None**

Rachel C Lyon
**Chair**

Kym Kays
**Vice-Chair**
Secretary

**Report**
**CITY OF INDEPENDENCE**
**February 26, 2026**

**Department Public Works & Utilities** **Director Approval John Garris**

**AGENDA ITEM** Monthly Projects and Public Works Report

**BACKGROUND**

**SUPPORTING DOCUMENTS**

1. Project Status 2-2026cc

| | Project Title | Project Description/Scope | Approx. Cost (000's) | Grant Portion | Arch. or Eng. Partner | Status | Last Month Progress | Next Month Plan/Issues | Projected Const Start | Projected Compl. |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | SS4A | Safe Streets for All grant. | $1,605 | $1,605 | TBD | Pre-grant. | Revised grant to FHWA, KDOT requested we approve contract with KDOT. | Approved KDOT contract, awaiting FHWA. | TBD | TBD |
| 2 | Whiskey Creek | Artificial lake for runoff water impoundment | TBD | TBD | GFT | Conceptual Design. | Requested status from USDA. | Requested status from USDA, reviewing KDEM applicability. | TBD | TBD |
| 3 | Water Distribution Strategic Plan | Review water distribution system for repairs and replacement. | $50 | TBD | EBH | Engineering in progress. | Engineering in progress. | Engineering in progress, first draft of plan. | 3Q26 | 4Q36 |
| 4 | Runway 4/22 | Mill and overlay Runway 4/22. | $1,600 | $1,530 | Lochner | Design. | Contract for engineering services approved, sent to FAA. | Geotechnical investigation started. | 2Q26 | 4Q27 |
| 5 | Water Plant Next Phase | Water Plant Capital Work Per Master Plan | $9,500 | n/a | PEC | Design. | Review additional alternatives with KDHE, evaluate steel tanks for next phase. | Review additional alternatives with KDHE, evaluated steel tank for next phase, consider low service scope. | 2Q26 | 4Q29 |
| 6 | CCLIP Grant - 10th | Reconstruct 10th between Main and Laurel | $1,700 | $1,500 | GFT | Design. | City to pothole for waterline. Preparing traffic control overview. | City potholed water lines. Reviewed draft traffic control program. | 4Q26 | 3Q27 |
| 7 | SPCC - Airport | Containment upgrades for fueling | $150 | n/a | GFT | Design. | Steel tank first step, review documents in January. | Documents reviewed, minor changes requested. | 2Q26 | 3Q26 |
| 8 | Penn and Chestnut | Rebuild corner to accommodate drainage. | TBD | TBD | GFT | Design complete. | Reviewed plans with affected businesses, discuss funding. | Discussing funding. | 2Q26 | 3Q26 |
| 9 | Dam Review And Repair | Design dam diversion structure and bid required repairs. | $750 | n/a | WRS | Pre-bid. | Open in early February. | Bid put on hold. Review proposal from Ballard for inspection of dam structure without construction of cofferdams. | 3Q26 | 1Q27 |
| 10 | KAIP - Apron Rehab | Apron rehab near Textron operations. | $840 | $756 | Lochner | Pre-bid. | Reviewed plan with Textron, revised, Textron approved, prepared final drawings for bid. | Requesting Commission permission to bid. | 2Q26 | 3Q26 |
| 11 | Transp. Alt. Grant | 8' sidewalk to Wal-Mart and Labette | $1,350 | $980 | GFT | Pre-bid. | Award paperwork returned to KDOT. | Await precon. Project scheduled to start in July. | 3Q26 | 4Q26 |
| 12 | KDHE Wastewater Loan | New sewer lines around 1st and Birch and around the Westminster area. | $3,000 | TBD | GFT | In construction. | Award project, precon. | Project started. | 1Q26 | 3Q26 |
| 13 | Memorial Hall HVAC | Cooling system replacement at Memorial Hall. | $500 | TBD | LSA | In construction. | Prepared hot water change order. | Construction in progress. | 4Q25 | 2Q26 |
| 14 | Big Straw | Water pipeline to Bartlett. | $11,000 | All (via Bartlett) | EBH | In construction. | Construction started, pump station delivery delayed to early February. | Construction started, pump station delivered and set, water tower early March. | 4Q23 | 2Q26 |
| 15 | Enterprise Drive | Buildout of street, utilities | $1,700 | $1,300 | GFT | In construction. | Schedule work, waiting on AT&T. | Schedule work, waiting on AT&T. Set up "re" precon with Graham | 1Q22 | 1Q26 |
| 16 | Rainbow Sanitary | New sanitary sewer section at Rainbow Drive. | $150 | n/a | GFT | In construction. | Construction waiting on manholes, start January 19. | Construction in progress. | 4Q25 | 1Q26 |
| 17 | Beech St. Culvert | Culvert replacement at Beech St. | $115 | TBD | GFT | In construction. | Awaiting precast culvert, anticipated delivery January 22. | Construction in progress. | 4Q25 | 1Q26 |
| 18 | Waterline/Meter Project | New Water Meters, Replace Some Water Main | $3,600 | n/a | PEC | In construction. | Meters(all but 5) installed, substantially complete, working data issues. | Meters(all but 5) installed, substantially complete, working data issues. | 1Q24 | 3Q25 |
| 19 | KDOT: Maple Street Cost Share | Complete rebuild, 17th Street to City Limits | $3,780 | $1,600 | GFT | Complete. | Awaiting RR flagging. | Substantial completion. | 1Q22 | 1Q26 |
| | | | | | | | | | | |
| A | 2026 ADA | ADA work at various locations. | TBD | TBD | GFT | Developing. | Evaluating engineering proposal. | Evaluating engineering proposal. | 2Q26 | 3Q26 |
| B | Airport Signs | Replace various directional signs at the airport. | $1,600 | $1,530 | Lochner | Developing. | Preparing application | Application submitted. | TBD | TBD |

Green shade denotes changed/new information from last month.

**Report**
**CITY OF INDEPENDENCE**
**February 26, 2026**

**Department Admin** **Director Approval Kelly Passauer**

**AGENDA ITEM** Annual Year-End Report

**BACKGROUND**

**SUPPORTING DOCUMENTS**

1. City of Indy 2025 Year-End Report

CITY OF

INDEPENDENCE

KANSAS

# 2025 ANNUAL REPORT

# COMMISSIONERS

**Scott Smith, *Mayor***

**Dean Hayse, *Vice Mayor***

**Tim Emert**

The City accomplishments in this report would not be possible without the support of the City Commission.

2025 Annual Report

# YOUR 2025 CITY COMMISSION

# Top Focus in 2025: HOUSING

**Development**
more housing

★

**Infrastructure**
streets & utilities

★

**Neighborhood Preservation**
ordinance enforcement

2025 Annual Report

## YOUR 2025 CITY COMMISSION

# Service Awarded

**Vice Mayor Dean Hayse**
honored with MCAC
**2025 Rob Gill Community Spirit Award**

YOUR 2025 CITY COMMISSION

# Facts & Figures

**101,884**
Gallons of Fuel Sold

**$437,605**
Funds Generated

**39,097**
Total Gallons Avgas

**$196,151**
Funds Generated

**62,787**
Gallons of Jetfuel

**$241,455**
Funds Generated

**476**
Single-engine Planes Fueled

**322**
Jets Fueled

AIRPORT

2025 Annual Report

**ANIMALS SHELTERED**
574

# Facts & Figures

**ADOPTIONS**
Cats: 199
Dogs: 182

**RECLAIMED**
Cats: 15
Dogs: 150

**VOLUNTEER HOURS**
916

**TAKEN TO AWOL BY CITY**
443

**CITATIONS**
21

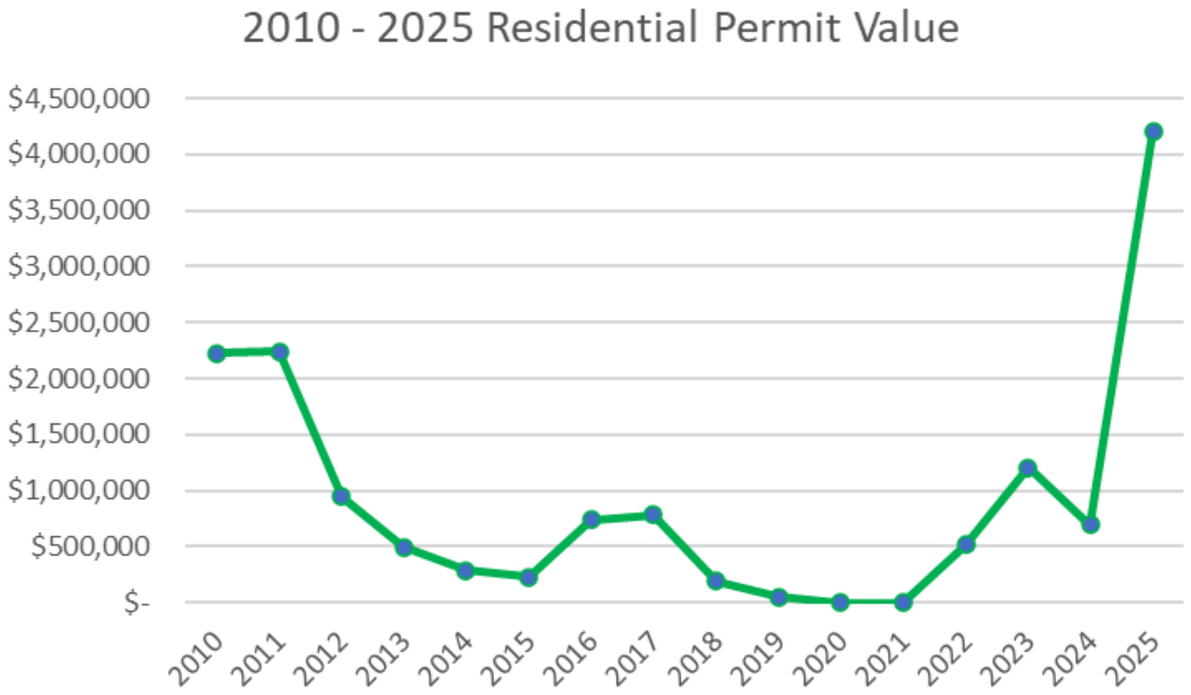
**SPAYS/ NEUTERS**
Cats: 151
Dogs: 165

2025 Annual Report

# AWOL & ANIMAL CONTROL

# Setting Records

**$4,211,445**




BUILDING

2025 Annual Report

# Facts & Figures

| | |
|---|---|
| **Grass Violations** | |
| Notices | **773** |
| Owner Mowed | **365** |
| Contractor Mowed | **458** |
| Checked/Rechecked | **1,911** |
| **Environmental Violations** | |
| Written | **353** |
| Cases Closed | **170** |
| Sent to Court | **72** |
| HQS Inspections | **21** |

2025 Annual Report

# CODE ENFORCEMENT

# Facts & Figures

| General Fund Taxes | $6,355,763 |
|---|---|
| Real Estate Taxes | $ 3,256,259 |
| Personal Property Tax | $ 47,688 |
| 1% General Fund Sales Tax | $ 2,654,733 |
| Liquor Tax | $ 40,316 |
| Motor Vehicle Tax | $ 355,883 |
| Other | $ 884 |

General Fund Taxes

| General Fund Taxes | $ 6,355,763 |
|---|---|
| Licenses & Permits | $ 41,060 |
| Municipal Court | $ 147,193 |
| Fire/EMS Services | $ 1,371,603 |
| Park | $ 48,139 |
| Cemetery | $ 38,663 |
| Memorial Hall | $ 34,976 |
| Water | $ 3,976,706 |
| Sewer | $ 2,271,463 |
| Sanitation | $ 1,257,842 |
| Airport | $ 624,825 |
| 1% Special Use Tax | $ 2,654,733 |
| 1% Education Sales Tax* | $ 2,654,733 |

*Partnership with USD #446 to fund bond payments for improvements to school facilities and related infrastructure.

2025 Annual Report

$ FINANCE

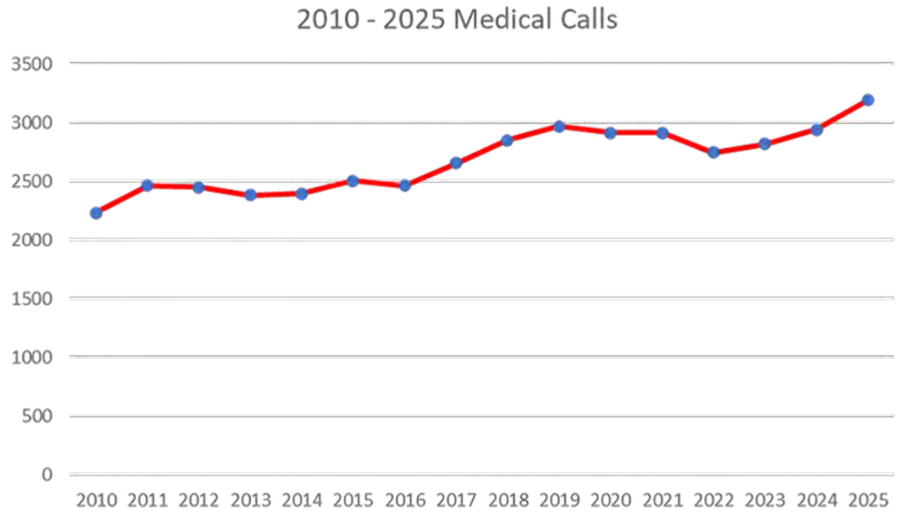
# Facts & Figures

## FIRE RESPONSE

- **34** Structures
- **20** Gas Leaks
- **14** Grass Fires
- **25** Outside Fires
- **14** Car Fires

## EMS RESPONSE

- **1,179** Patients Transported
- **547** Transfers
- **6.05** Average Response Time
- **$1,043,112** Revenue




**3,188**
**Medical Calls**

2025 Annual Report

FIRE/EMS

# Immeasurable Impact

## ANNUAL KIDS CAMP

## LIFESAVING AWARDS

2025 Annual Report

FIRE/EMS

# Facts & Figures

**TICKETS SOLD**
23,147

$11,099

1,484
**ZOOLLOWEEN GUESTS**

**DONATIONS BOX**
$19,939

**CONCESSIONS STAND**
$12,616

**FACILITY RENTALS**
$23,970

**CEMETERY**
Burials 37
Spaces Sold 21
Cremations 50
Stones Placed 25

2025 Annual Report

PARK, ZOO, CEMETERY

# Facts & Figures

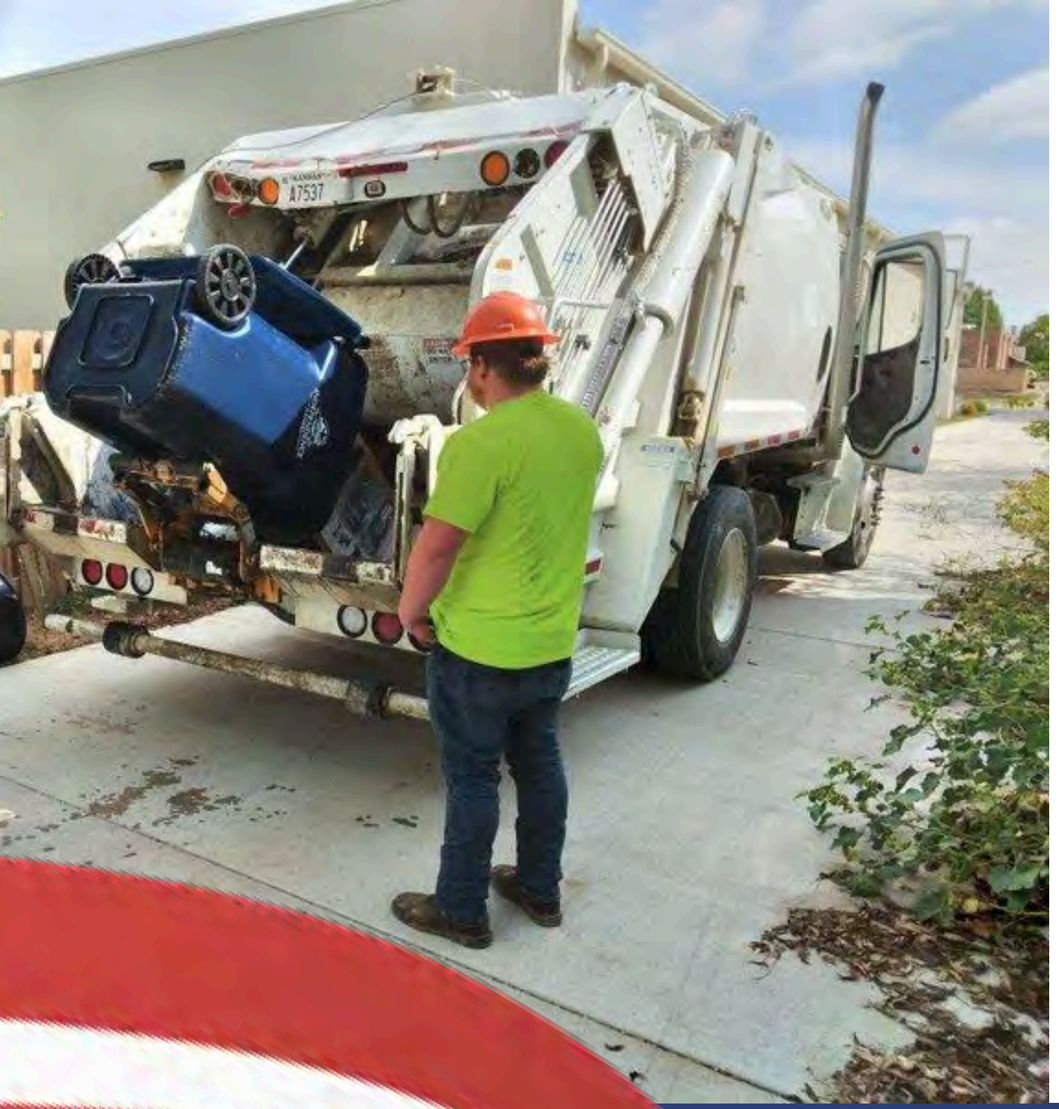
**38,030** Calls handled by dispatchers

**911 CALLS** **6,881**

**Calls for Service**
22,869
**Handled by PD**
13,908
**Incident & Crime Reports**
2,091
**Vehicle Accidents**
149
**Traffic Stops**
1,290

2025 Annual Report

POLICE



# Facts & Figures

**5,966** TONS OF TRASH COLLECTED

**553** WORK ORDERS FOR BULK WASTE

**65** APPLIANCES PICKED UP

**150** AVG. MONTHLY RECYCLING DROPOFFS

**8 TONS** AVG. MONTHLY RECYCLING COLLECTION

SANITATION

2025 Annual Report

# Facts & Figures

**561**
utility patches repaired

**500 TONS**
roadrock applied

**1,726**
piles of brush picked up

**7,700 feet**
crack sealing

**1,147 feet**
ditches cleaned

**129**
street/traffic signs installed

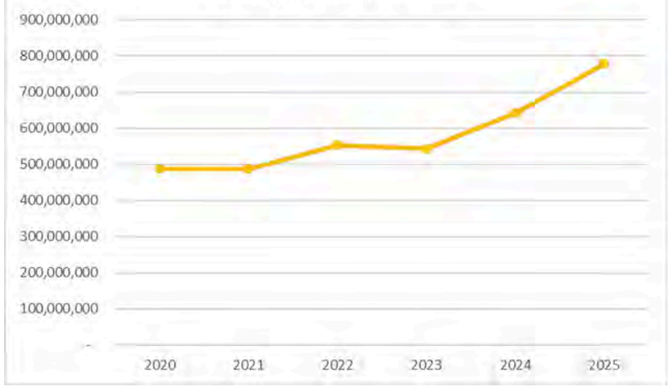
**9**
dead trees removed

**4**
storm lids repaired

2025 Annual Report

STREET DEPT.

## DRINKING WATER PRODUCED




**778,026,400** GALLONS

## WASTEWATER TREATMENT

# 76.2 TONS

## BIO SOLIDS APPLIED

# Facts & Figures

## WATER/SEWER SERVICES

- **15,828 ft.** of pipe cleaned
- **1,450 ft.** of new pipe installed
- **198 ft.** of water line replaced
- **192** water leaks
- **60** sewer mains repaired
- **60** sewer mains replaced
- **10** new services installed
- **6** water meters replaced
- **5** fire hydrants replaced

2025 Annual Report

# WATER/WASTEWATER/SEWER

# “BIG STRAW”

## Project Award

## OTHER ACCOMPLISHMENTS

# New Public Works Facility

## OTHER ACCOMPLISHMENTS

2025 Annual Report

# Sale of Former Hospital Building

## OTHER ACCOMPLISHMENTS

2025 Annual Report

# Central Park Sports Complex Progress

2025 Annual Report

## OTHER ACCOMPLISHMENTS

# Jefferson Subdivision & Other Housing Initiatives in Partnership with Independence Housing Authority

## ✓ OTHER ACCOMPLISHMENTS

2025 Annual Report

# IHA Grant Award for Home Construction on Infill Lots

## OTHER ACCOMPLISHMENTS

2025 Annual Report

# Infrastructure Extension for Rainbow Drive Development

## OTHER ACCOMPLISHMENTS

2025 Annual Report

# Other Significant Infrastructure Work

- Water tower repaint
- Maple Street mill and overlay
- Airport taxiway rehab

## OTHER ACCOMPLISHMENTS

# Neighborhood Initiatives

- **Implemented New Neighborhood Revitalization Plan**
- **Updated Zoning Code**

## ✓ OTHER ACCOMPLISHMENTS

# Employee Recognition

**LOUIS YSUSI COST SAVINGS EXCELLENCE AWARD**

ERIC JOHNSON, Park Maintenance I

## CORE VALUES AWARDS

**INTEGRITY AWARD:**
**THE POWER OF HONESTY**

KATIE SOUTHWORTH, Zookeeper III

**EXC**ELLENCE AWARD:
THE POWER OF QUALITY

BRIDGET HAMMER,
Dispatch Supervisor

**COMMITMENT AWARD:**
**THE POWER OF RESPONSIBILITY**

DAN CRANFORD, Public Service Worker III, Water/Sewer Department

**TEAM PLAYER AWARD:**
**THE POWER OF WORKING TOGETHER**

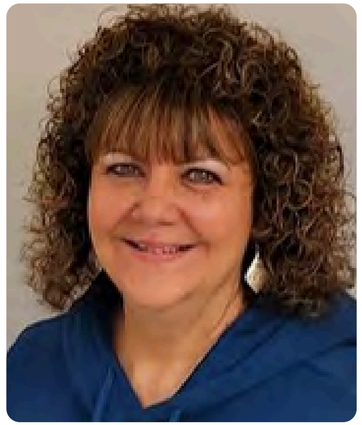
ANDREA EASLEY,
Deputy City Clerk

## OTHER ACCOMPLISHMENTS

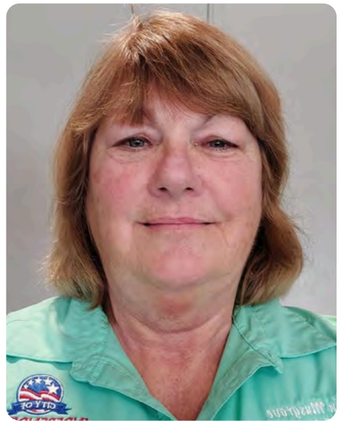
# Employee Recognition

## 2025 RETIREES

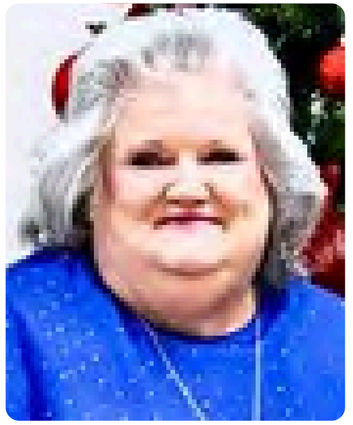
**Randy Barnes**
Water Treatment



**Donna Dean**
City Clerk



**Erin Musgrove**
Code Enforcement



**Molly Wright**
Indep. Housing Authority

## OTHER ACCOMPLISHMENTS

# Employee Recognition

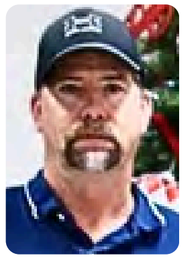
## 35 YEARS

**KELLY PASSAUER**
City Manager

## 35 YEARS

**GERALD BEASLEY**
Water Treatment

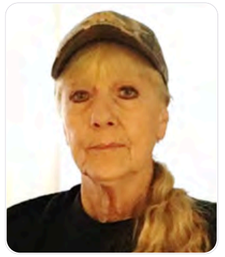
## 20 YEARS



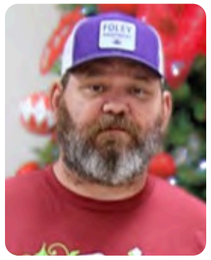
**Erik LeQue**
Wastewater Treatment

**Michael Devore**
Street/Memorial Hall

## 10 YEARS



**Kathy Moore**
Indep. Housing Authority



**Eric Pinkerton**
Water Treatment

## 5 YEARS

**Ty Cannon**
Street Department

**Paula Hayes**
Police Department

**Chance Keck**
Utility Department

**Brian May**
Street Department

# OTHER ACCOMPLISHMENTS

# THANK YOU!

To all of our citizens, including our dedicated community partners, hardworking volunteers, supportive board members, committed elected officials, and diligent employees, we extend our heartfelt gratitude. Your invaluable contributions and unwavering support have been pivotal in achieving these remarkable accomplishments. Together, we have made a significant impact, and we look forward to continuing this journey of success with each of you by our side.

Thank you for your dedication and commitment to our shared goals!

## LOOKING FORWARD TO 2026!

**Report**
**CITY OF INDEPENDENCE**
**February 26, 2026**

**Department Finance** **Director Approval Lacey Lies**

**AGENDA ITEM** Appropriations

**BACKGROUND**

**SUPPORTING DOCUMENTS**

1. AP 12-15-2025
2. AP 12-31-2025
3. DECEMBER 2025 DRAFT
4. PAYROLL 12-05-2025
5. PAYROLL 12-19-2025 (1)

**APPROPRIATIONS 2025**

Accounts payable paid from December 1st, 2025, through December 15th, 2025.

Total: $950,969.39

**Bank:** General - Community National Bank

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 035778 | 8th & Main Historic | 1,435.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8774 | 12/01/2025 | 1,435.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| [redacted] | 123 W. Main #303 | 12/01/2025 | 12/10/2025 | 0.00 | 359.00 |
| [redacted] | 123 W MAIN #205 | 12/01/2025 | 12/10/2025 | 0.00 | 283.00 |
| [redacted] | 123 W MAIN #301 | 12/01/2025 | 12/10/2025 | 0.00 | 370.00 |
| [redacted] | 123 W. Main #101 | 12/01/2025 | 12/10/2025 | 0.00 | 423.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 002100 | A.W.O.L. | 3,150.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8775 | 12/01/2025 | 3,150.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004204 | AWOL CONTRACT | 12/01/2025 | 12/01/2025 | 0.00 | 3,150.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 034882 | Christopher David Mitchell | 324.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8776 | 12/01/2025 | 324.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| [redacted] | 917 E HILL | 12/01/2025 | 12/10/2025 | 0.00 | 324.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 035632 | Class Ltd | 35.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8777 | 12/01/2025 | 35.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| [redacted] | 309 CEMENT | 12/01/2025 | 12/01/2025 | 0.00 | 35.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038113 | Elizabeth Hager | 605.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8778 | 12/01/2025 | 605.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| [redacted] | 415 S. 14th St. | 12/01/2025 | 12/10/2025 | 0.00 | 605.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 035721 | Emert Chubb LLC | 3,834.98 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8779 | 12/01/2025 | 3,834.98 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004201 | MUNICIPAL COURT PROSECUTOR | 12/01/2025 | 12/01/2025 | 0.00 | 3,834.98 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 033777 | Independence Gun Club | 121.59 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8780 | 12/01/2025 | 121.59 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004196 | Monthly Payment | 12/01/2025 | 12/01/2025 | 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 | 8781 | 12/01/2025 | 1,425.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004200 | HISTORICAL MUSEUM SUPPORT | 12/01/2025 | 12/01/2025 | 0.00 | 1,425.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 030108 | Independence Housing Authority | 3,445.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80499 | 12/01/2025 | 3,445.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| [redacted] | 922 E COFFEYVILLE #C | 12/01/2025 | 12/10/2025 | 0.00 | 262.00 |
| [redacted] | 916 E CEDAR #3 | 12/01/2025 | 12/10/2025 | 0.00 | 445.00 |
| [redacted] | 710 N 13TH ST | 12/01/2025 | 12/01/2025 | 0.00 | 288.00 |
| [redacted] | 1008 E. Coffeyfille #A | 12/01/2025 | 12/10/2025 | 0.00 | 87.00 |
| [redacted] | 922 E Coffeyville #B | 12/01/2025 | 12/10/2025 | 0.00 | 205.00 |
| [redacted] | 702 N 13th | 12/01/2025 | 12/10/2025 | 0.00 | 376.00 |
| [redacted] | 1009 E CEDAR #A | 12/01/2025 | 12/10/2025 | 0.00 | 255.00 |
| [redacted] | 916 E CEDAR #2 | 12/01/2025 | 12/10/2025 | 0.00 | 166.00 |
| [redacted] | 1009 E CEDAR #B | 12/01/2025 | 12/10/2025 | 0.00 | 199.00 |
| [redacted] | 915 E EDISON #3 | 12/01/2025 | 12/10/2025 | 0.00 | 133.00 |
| [redacted] | 923 E CEDAR #C | 12/01/2025 | 12/10/2025 | 0.00 | 168.00 |
| [redacted] | 923 E CEDAR #B | 12/01/2025 | 12/01/2025 | 0.00 | 306.00 |
| [redacted] | 718 N 13TH | 12/01/2025 | 12/10/2025 | 0.00 | 182.00 |
| [redacted] | 720 N. 13TH | 12/01/2025 | 12/01/2025 | 0.00 | 139.00 |
| [redacted] | 923 E CEDAR #A | 12/01/2025 | 12/10/2025 | 0.00 | 234.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 011215 | Independence Main Street | 2,915.50 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8782 | 12/01/2025 | 2,915.50 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004203 | FUNDING FOR INDEP. MAIN STR. | 12/01/2025 | 12/01/2025 | 0.00 | 2,915.50 |

| 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 | 8783 | 12/01/2025 | 5,899.50 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004205 | CITY ATTORNEY'S FEES | 12/01/2025 | 12/01/2025 | 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 | 80500 | 12/01/2025 | 150.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004202 | Penn Terrace On - Call | 12/01/2025 | 12/10/2025 | 0.00 | 150.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037363 | Joslyn M Kusiak | 3,539.70 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8784 | 12/01/2025 | 3,539.70 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004198 | MUNICIPAL COURT JUDGE | 12/01/2025 | 12/01/2025 | 0.00 | 3,539.70 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 032485 | Kelly C. Passauer | 107.70 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8785 | 12/01/2025 | 107.70 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004206 | KPERS OGLI REIMBURSEMENT | 12/01/2025 | 12/01/2025 | 0.00 | 107.70 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038221 | Lotus Investment Fund LLC | 259.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8786 | 12/01/2025 | 259.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| [redacted] | 213 W Locust | 12/01/2025 | 12/01/2025 | 0.00 | 259.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 036893 | Martin Estates LLC | 836.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8787 | 12/01/2025 | 836.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| [redacted] | 818 LANDON | 12/01/2025 | 12/10/2025 | 0.00 | 284.00 |
| [redacted] | 824 LANDON | 12/01/2025 | 12/01/2025 | 0.00 | 552.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 015680 | Mid Continent Band | 700.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8788 | 12/01/2025 | 700.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004197 | MONTHLY PAYMENT | 12/01/2025 | 12/01/2025 | 0.00 | 700.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038292 | Pioneer Creek LLC | 991.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8789 | 12/01/2025 | 991.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| [redacted] | 2325 N 20th Pl #6 | 12/01/2025 | 12/31/2025 | 0.00 | 193.00 |
| [redacted] | 2350 N 20th Pl #2 | 12/01/2025 | 12/31/2025 | 0.00 | 798.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 034739 | Robert Pasternak | 327.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8790 | 12/01/2025 | 327.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| [redacted] | 603 S 1st | 12/01/2025 | 12/31/2025 | 0.00 | 327.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038195 | Rural Housing of Independence, LP | 387.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8791 | 12/01/2025 | 387.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| [redacted] | 1701 N. 10th Apt. 32 | 12/01/2025 | 01/08/2026 | 0.00 | 387.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038293 | Steadfast Properties LLC | 283.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8792 | 12/01/2025 | 283.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| [redacted] | 319 S 9th | 12/01/2025 | 12/31/2025 | 0.00 | 283.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038268 | Strive Capital Ventures LLC | 399.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8793 | 12/01/2025 | 399.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| [redacted] | 1200 1/2 N. 6th | 12/01/2025 | 12/01/2025 | 0.00 | 399.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038099 | Ted A. Kuehl | 375.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8794 | 12/01/2025 | 375.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| [redacted] | 512 Charlotte | 12/01/2025 | 12/10/2025 | 0.00 | 375.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037725 | Terry Hon | 625.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8795 | 12/01/2025 | 625.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| [redacted] | 1600 HALSEY AVE | 12/01/2025 | 12/10/2025 | 0.00 | 625.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037258 | Washington Historic Residences, LLC | 649.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8796 | 12/01/2025 | 649.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| [redacted] | 300 E MYRTLE #112 | 12/01/2025 | 12/10/2025 | 0.00 | 154.00 |
| [redacted] | 300 E. Myrtle #202 | 12/01/2025 | 12/10/2025 | 0.00 | 349.00 |
| [redacted] | 300 E. Myrtle #204 | 12/01/2025 | 12/10/2025 | 0.00 | 146.00 |

# Payment Summary

| Bank Code | Type | | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|---|---|
| General | Check | | 16 | 2 | 0.00 | 3,595.00 |
| General | EFT | | 30 | 23 | 0.00 | 29,223.97 |
| | | **Packet Totals:** | **46** | **25** | **0.00** | **32,818.97** |

# Cash Fund Summary

| Fund | Name | | Amount |
|---|---|---|---|
| 099 | Pooled Cash | | -32,818.97 |
| | | **Packet Totals:** | **-32,818.97** |

**Bank:** General - Community National Bank

| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|---|---|---|---|---|---|---|
| | **Void** | | | | | 0.00 |
| **Payment Type** | **Payment Number** | | | | **Payment Date** | **Payment Amount** |
| **Void Check | 80508 | | | | 12/05/2025 | 0.00 |
| **Void EFT | 8806 | | | | 12/05/2025 | 0.00 |
| **Payable Number** | **Description** | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** | |
| | | | | 0.00 | 0.00 | |
| **Void EFT | 8823 | | | | 12/05/2025 | 0.00 |
| **Payable Number** | **Description** | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** | |
| | | | | 0.00 | 0.00 | |
| **Void EFT | 8824 | | | | 12/05/2025 | 0.00 |
| **Payable Number** | **Description** | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** | |
| | | | | 0.00 | 0.00 | |

| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|---|---|---|---|---|---|---|
| 038071 | Acrisure Midwest Trust | | | | | 2,408.00 |
| **Payment Type** | **Payment Number** | | | | **Payment Date** | **Payment Amount** |
| Check | 80501 | | | | 12/05/2025 | 2,408.00 |
| **Payable Number** | **Description** | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** | |
| 23828 | CUMB Endorsement - Increase for SKOL easement | 11/03/2025 | 12/03/2025 | 0.00 | 1,364.00 | |
| 24575 | '25 Case backhoe #6655 | 11/19/2025 | 12/19/2025 | 0.00 | 483.00 | |
| 24807 | Endt for Business Auto | 11/25/2025 | 12/25/2025 | 0.00 | 561.00 | |

| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|---|---|---|---|---|---|---|
| 038075 | Affordable Autos, Inc | | | | | 326.42 |
| **Payment Type** | **Payment Number** | | | | **Payment Date** | **Payment Amount** |
| Check | 80502 | | | | 12/05/2025 | 326.42 |
| **Payable Number** | **Description** | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** | |
| INV0004303 | [redacted] | 12/05/2025 | 12/05/2025 | 0.00 | 326.42 | |

| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|---|---|---|---|---|---|---|
| 038325 | APAC-Kansas Inc | | | | | 458,602.25 |
| **Payment Type** | **Payment Number** | | | | **Payment Date** | **Payment Amount** |
| EFT | 8797 | | | | 12/05/2025 | 458,602.25 |
| **Payable Number** | **Description** | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** | |
| Pump Station Pay Est No 1 | Big Straw Pump Station | 10/31/2025 | 10/31/2025 | 0.00 | 458,602.25 | |

| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|---|---|---|---|---|---|---|
| 038287 | Ashcraft Tire & Auto | | | | | 83.43 |
| **Payment Type** | **Payment Number** | | | | **Payment Date** | **Payment Amount** |
| EFT | 8798 | | | | 12/05/2025 | 83.43 |
| **Payable Number** | **Description** | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** | |
| 050963 | Tire Disposal and tire install | 11/04/2025 | 12/04/2025 | 0.00 | 83.43 | |

| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|---|---|---|---|---|---|---|
| 034736 | AT&T Mobility | | | | | 550.91 |
| **Payment Type** | **Payment Number** | | | | **Payment Date** | **Payment Amount** |
| Check | 80503 | | | | 12/05/2025 | 550.91 |
| **Payable Number** | **Description** | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** | |
| 287348209881X11272025 | Acct# 287348209881 | 11/09/2025 | 12/09/2025 | 0.00 | 98.46 | |
| 287348366225X11272025 | Acct #287348366225 - Memorial Hall | 11/19/2025 | 12/19/2025 | 0.00 | 452.45 | |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037126 | Autozone, Inc | 113.17 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80504 | 12/05/2025 | 113.17 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 01605628317 | Plow Maintenance | 11/24/2025 | 12/24/2025 | 0.00 | 105.58 |
| 01605628325 | trailer wires | 11/24/2025 | 12/24/2025 | 0.00 | 7.59 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 032299 | Barta Animal Hospital | 2,776.67 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80505 | 12/05/2025 | 2,776.67 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 12/01/25 Zoo Stmt | Acct no 3645 - November Vet Services | 12/01/2025 | 12/31/2025 | 0.00 | 2,776.67 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 035073 | Blankinship Electric, LLC | 2,853.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80506 | 12/05/2025 | 2,853.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 4136 | Storm Siren Repair - Riverside Park | 11/26/2025 | 12/26/2025 | 0.00 | 2,853.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038174 | Casey's Automotive LLC | 1,150.27 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80507 | 12/05/2025 | 1,150.27 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 20818 | Oil Change - 2021 Ram 7818 | 11/05/2025 | 11/05/2025 | 0.00 | 59.94 |
| 20826 | Oil Change - 2017 Ram 1118 | 11/07/2025 | 11/07/2025 | 0.00 | 103.17 |
| 20827 | Oil Change - 2014 Police Interceptor 6184 | 11/07/2025 | 11/07/2025 | 0.00 | 97.68 |
| 20828 | Oil Change - 2020 RAM - 8802 | 11/07/2025 | 11/07/2025 | 0.00 | 113.22 |
| 20829 | Oil Change - 2015 Charger Pursuit 2502 | 11/07/2025 | 11/07/2025 | 0.00 | 119.32 |
| 20830 | Oil Change - 2019 RAM 1285 | 11/07/2025 | 11/07/2025 | 0.00 | 103.17 |
| 20831 | Oil Change - 2021 Ram 7816 | 11/07/2025 | 11/07/2025 | 0.00 | 103.17 |
| 20833 | Oil Change - 2017 Ford 9933 | 11/07/2025 | 11/07/2025 | 0.00 | 133.22 |
| 20835 | Oil Change - 2021 Ram 7XT4 | 11/07/2025 | 11/07/2025 | 0.00 | 103.17 |
| 20845 | Tire and install - 2017 Ford 9933 | 11/21/2025 | 11/21/2025 | 0.00 | 214.21 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038328 | Cherryvale's Laundry LLC | 80.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80509 | 12/05/2025 | 80.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 2430167 | Alterations | 11/06/2025 | 11/06/2025 | 0.00 | 80.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 033671 | Coffeyville Feed & Farm Supply | 196.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8799 | 12/05/2025 | 196.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 946247 | diets | 12/04/2025 | 01/03/2026 | 0.00 | 196.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 032078 | CPR Pest Management, Inc. | 180.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8800 | 12/05/2025 | 180.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 49155 | Park monthly pest control | 11/26/2025 | 12/26/2025 | 0.00 | 90.00 |
| 49156 | Zoo monthly pest control | 11/26/2025 | 12/26/2025 | 0.00 | 90.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037938 | Cummins Inc. | 5,241.60 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80510 | 12/05/2025 | 5,241.60 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| J1-251141269 | MEMORIAL HALL GENERATOR | 11/17/2025 | 12/17/2025 | 0.00 | 2,336.85 |
| J1-251141769 | GENERATOR MAINTENANCE - WATER HEATER REPAIR | 11/26/2025 | 12/26/2025 | 0.00 | 2,904.75 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037890 | Detectachem, Inc. | 298.18 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8801 | 12/05/2025 | 298.18 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV20724 | Multi Drug Test kits | 09/30/2025 | 10/30/2025 | 0.00 | 298.18 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037411 | Dr. Hailey Mueller | 485.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80511 | 12/05/2025 | 485.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 23672 | veterinary care | 11/20/2025 | 12/20/2025 | 0.00 | 485.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037937 | Employee Benefits Corporation | 62.50 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80512 | 12/05/2025 | 62.50 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004284 | Health Savings Account | 12/05/2025 | 12/05/2025 | 0.00 | 62.50 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037979 | Evergy | 5.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80513 | 12/05/2025 | 5.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 9829042450 Nov 2025 | Acct 9829042450 - 4233 S 10th - Ballpark | 11/21/2025 | 11/21/2025 | 0.00 | 5.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 035115 | Express Services, Inc. | 15,076.54 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8802 | 12/05/2025 | 15,076.54 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 33188153 | Express Employment | 11/25/2025 | 12/25/2025 | 0.00 | 15,076.54 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037519 | Fab Creative Services | 187.50 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8803 | 12/05/2025 | 187.50 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 12.01.2025 | November 2025 | 12/01/2025 | 12/31/2025 | 0.00 | 187.50 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 032155 | Family Support Payment Center | 173.08 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80514 | 12/05/2025 | 173.08 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004302 | [redacted] | 12/05/2025 | 12/05/2025 | 0.00 | 173.08 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 033119 | Fastenal Company | 15.76 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8804 | 12/05/2025 | 15.76 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| KSIND69267 | Bolts for Signs | 11/13/2025 | 12/13/2025 | 0.00 | 15.76 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037139 | Fleet Fuels, LLC | 4,330.44 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8805 | 12/05/2025 | 4,330.44 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| CFSI-36046 | Code Enforcement Fuel | 11/30/2025 | 12/30/2025 | 0.00 | 48.43 |
| CFSI-36047 | Fire/EMS Fuel | 11/30/2025 | 12/30/2025 | 0.00 | 1,013.43 |
| CFSI-36048 | Park Dept. Fuel | 11/30/2025 | 12/30/2025 | 0.00 | 41.45 |
| CFSI-36049 | Police Fuel | 11/30/2025 | 12/30/2025 | 0.00 | 420.13 |
| CFSI-36050 | Street Fuel | 11/30/2025 | 12/30/2025 | 0.00 | 203.03 |
| CFSI-36051 | Water Distribution Fuel | 11/30/2025 | 12/30/2025 | 0.00 | 100.61 |
| CFSI-36052 | Water/Sewer Administration Fuel | 11/30/2025 | 12/30/2025 | 0.00 | 43.20 |
| CFSI-36053 | Sanitation Fuel | 11/30/2025 | 12/30/2025 | 0.00 | 734.59 |
| SI-40243 | Waste/Water | 11/13/2025 | 12/13/2025 | 0.00 | 488.61 |
| SI-42635 | park and zoo fuel | 11/21/2025 | 12/21/2025 | 0.00 | 1,236.96 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038120 | Government Frameworks.com Inc. | 15,000.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8807 | 12/05/2025 | 15,000.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 7073749 | Implementation Fees - Cemetery Management Software | 11/07/2025 | 11/07/2025 | 0.00 | 15,000.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038327 | H2 Four Resource LLC | 1,499.10 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80515 | 12/05/2025 | 1,499.10 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 007754 | metal posts | 12/02/2025 | 12/02/2025 | 0.00 | 1,499.10 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 035449 | Hilary Cook | 20.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8808 | 12/05/2025 | 20.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 07012020 | Reimburse gasoline | 12/05/2025 | 01/04/2026 | 0.00 | 20.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 035980 | Huber & Associates | 62.50 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8809 | 12/05/2025 | 62.50 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| CW244440 | Twilio | 11/14/2025 | 12/14/2025 | 0.00 | 62.50 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 010440 | Hugo's Industrial Supply | 1,884.09 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8810 | 12/05/2025 | 1,884.09 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 342654 | Toner | 10/06/2025 | 11/05/2025 | 0.00 | 400.54 |
| 342695 | Office supplies | 10/07/2025 | 11/06/2025 | 0.00 | 43.09 |
| 344153 | Clorox/Dawn | 11/06/2025 | 12/06/2025 | 0.00 | 182.45 |
| 344167 | Spray Bottles | 11/06/2025 | 12/06/2025 | 0.00 | 18.66 |
| 344272 | Envelopes no window | 11/25/2025 | 12/25/2025 | 0.00 | 668.33 |
| 344936 | Trash bags | 11/25/2025 | 12/25/2025 | 0.00 | 145.32 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 344966 | Toner | 11/25/2025 | 12/25/2025 | 0.00 | 425.70 | |

**Vendor Number** 011180 **Vendor Name** Independence Community **Total Vendor Amount** 5.00

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8811 | 12/05/2025 | 5.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004277 | Charitable Contribution - Employee Direct | 12/05/2025 | 12/05/2025 | 0.00 | 5.00 |

**Vendor Number** 011200 **Vendor Name** Independence Daily Reporter **Total Vendor Amount** 124.00

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8812 | 12/05/2025 | 124.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004253 | Indep Police Dept - 12 mo. renewal | 11/06/2025 | 12/06/2025 | 0.00 | 124.00 |

**Vendor Number** 011211 **Vendor Name** Independence Fire Fighter **Total Vendor Amount** 157.50

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8813 | 12/05/2025 | 157.50 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004279 | Fire Insurance | 12/05/2025 | 12/05/2025 | 0.00 | 157.50 |

**Vendor Number** 033149 **Vendor Name** Independence Firemen's Association **Total Vendor Amount** 210.00

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8814 | 12/05/2025 | 210.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004278 | Funding/ Firemen's Association | 12/05/2025 | 12/05/2025 | 0.00 | 210.00 |

**Vendor Number** 037321 **Vendor Name** Internal Revenue Service **Total Vendor Amount** 242.88

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80516 | 12/05/2025 | 242.88 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004285 | Tax Levy | 12/05/2025 | 12/05/2025 | 0.00 | 242.88 |

**Vendor Number** 034075 **Vendor Name** J.P. Cooke Company **Total Vendor Amount** 164.95

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80517 | 12/05/2025 | 164.95 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 907903 | Dog Tags | 11/25/2025 | 12/25/2025 | 0.00 | 164.95 |

**Vendor Number** 032449 **Vendor Name** Kansas Payment Center **Total Vendor Amount** 580.61

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80518 | 12/05/2025 | 580.61 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004298 | [redacted] | 12/05/2025 | 12/05/2025 | 0.00 | 282.46 |
| INV0004299 | [redacted] | 12/05/2025 | 12/05/2025 | 0.00 | 84.92 |
| INV0004300 | [redacted] | 12/05/2025 | 12/05/2025 | 0.00 | 90.92 |
| INV0004301 | [redacted] | 12/05/2025 | 12/05/2025 | 0.00 | 122.31 |

**Vendor Number** 033182 **Vendor Name** Lakeland Office Systems **Total Vendor Amount** 122.99

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80519 | 12/05/2025 | 122.99 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| IN686398 | Mthly Service + overage | 11/11/2025 | 12/11/2025 | 0.00 | 122.99 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 016030 | Montgomery County Dept. of Corrections | 660.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80520 | 12/05/2025 | 660.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INPD 10/25 | Inmate care - J. Johnson & C. Cox | 11/06/2025 | 12/06/2025 | 0.00 | 660.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 036981 | Montgomery County Rwd #2 | 48.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8815 | 12/05/2025 | 48.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| Nov 2025 | Usage Meter Readings | 12/01/2025 | 12/31/2025 | 0.00 | 48.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037078 | National Industrial & Safety Supply | 155.88 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8816 | 12/05/2025 | 155.88 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 48624 | De-icer | 10/15/2025 | 11/14/2025 | 0.00 | 155.88 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 018120 | O'Reilly Auto Parts | 262.43 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80521 | 12/05/2025 | 262.43 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 0154-279337 | 07 F150 Battery | 10/21/2025 | 12/05/2025 | 0.00 | 155.02 |
| 0154-285276 | Antifreeze | 11/25/2025 | 12/25/2025 | 0.00 | 83.88 |
| 0154-285332 | Trailer Wheel Bearing | 11/25/2025 | 12/25/2025 | 0.00 | 9.54 |
| 0154-285924 | Antifreeze | 11/29/2025 | 12/29/2025 | 0.00 | 13.99 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 036802 | Otis Elevator Company | 2,447.52 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80522 | 12/05/2025 | 2,447.52 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 100402148464 | Elevator Contract | 11/17/2025 | 12/17/2025 | 0.00 | 2,447.52 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038152 | Pappas Hayden Westberg & Jackson PC | 498.79 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80523 | 12/05/2025 | 498.79 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004305 | [redacted] | 12/05/2025 | 12/05/2025 | 0.00 | 498.79 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 036591 | Premier Truck Group Of Tulsa | 2,943.92 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80524 | 12/05/2025 | 2,943.92 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 12587880 | Maintenance on 503 | 11/05/2025 | 12/05/2025 | 0.00 | 640.31 |
| 12587991 | Maintenance on 502 | 11/11/2025 | 12/11/2025 | 0.00 | 2,303.61 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 020010 | Quality Motors Of Independence | 80.98 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80525 | 12/05/2025 | 80.98 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 192456 | Unit 3 Check up because vehicle wouldn't crank | 11/03/2025 | 12/03/2025 | 0.00 | 80.98 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 034970 | Realpage, Inc. | 137.90 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8817 | 12/05/2025 | 137.90 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| I2511151472 | Background Checks | 11/19/2025 | 12/19/2025 | 0.00 | 137.90 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 021300 | Resource Recovery Div 4392 | 11,561.67 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8818 | 12/05/2025 | 11,561.67 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 4392-000009230 | Landfill | 11/30/2025 | 12/30/2025 | 0.00 | 11,561.67 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 022110 | Sayers Ace Hardware Inc. | 101.09 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80526 | 12/05/2025 | 101.09 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 069113 | Knobs/Bolts | 10/17/2025 | 12/05/2025 | 0.00 | 14.96 |
| 069256 | Float/Trowel/Edger | 11/04/2025 | 12/05/2025 | 0.00 | 58.57 |
| 069391 | Tools | 11/19/2025 | 12/19/2025 | 0.00 | 20.57 |
| 069484 | WD 40 | 12/01/2025 | 12/31/2025 | 0.00 | 6.99 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 022400 | Sherwin Williams | 52.10 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8819 | 12/05/2025 | 52.10 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 7629-5 | Spray Gun Extension | 11/25/2025 | 12/25/2025 | 0.00 | 52.10 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 032215 | Superior Bowen Asphalt Company LLC | 4,134.66 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80527 | 12/05/2025 | 4,134.66 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 56639 | Saturock | 11/03/2025 | 12/03/2025 | 0.00 | 4,134.66 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 032956 | TLC Nursery & Outdoor Living | 125.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8820 | 12/05/2025 | 125.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 11932 | Winterize Irrigation | 11/25/2025 | 12/25/2025 | 0.00 | 125.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038097 | U.S. Department of Treasury | 232.59 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80528 | 12/05/2025 | 232.59 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004304 | [redacted] | 12/05/2025 | 12/05/2025 | 0.00 | 232.59 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 033317 | Walmart Com - Ap | 1,077.33 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80529 | 12/05/2025 | 1,077.33 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 1665740692 | Walmart receipts | 10/24/2025 | 11/23/2025 | 0.00 | 1,077.33 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 035913 | Waters Hardware | 2,736.76 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8821 | 12/05/2025 | 2,736.76 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 6961/P | Cust no 775035 - Cartridge Fuse | 10/16/2025 | 12/05/2025 | 0.00 | 14.99 |
| 6976P | Cust no 775035 - Faucet & Connectors | 10/20/2025 | 12/05/2025 | 0.00 | 397.30 |
| 6978/P | Cust no 775035 - Connectors for Boxes | 10/20/2025 | 12/05/2025 | 0.00 | 37.00 |
| 7011/P | Cust no 72183 - Toilet Seat | 10/22/2025 | 12/05/2025 | 0.00 | 54.99 |
| 7029/P | Cust no 72183 - Misc Supplies | 10/24/2025 | 12/05/2025 | 0.00 | 31.27 |
| 7030/P | Cust no 72183 - Shop Vac | 10/24/2025 | 12/05/2025 | 0.00 | 44.99 |
| 7127/P | Cust no 775035 - Misc Supplies | 11/03/2025 | 12/05/2025 | 0.00 | 109.49 |
| 7173/P | Cust no 72183 - Toilet Seats | 11/06/2025 | 12/06/2025 | 0.00 | 86.97 |
| 7212/P | Cust no 72183 - Ice Melt | 11/10/2025 | 12/10/2025 | 0.00 | 783.51 |
| 7236/P | Cust no 72183 - Socket Sets/Mini Blinds | 11/12/2025 | 12/12/2025 | 0.00 | 421.86 |
| 7394/P | Cust no 72183 - Range | 11/24/2025 | 12/24/2025 | 0.00 | 754.39 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038276 | Wilson County Hospital | 403.45 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80530 | 12/05/2025 | 403.45 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004306 | [redacted] | 12/05/2025 | 12/05/2025 | 0.00 | 403.45 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 034744 | Woods Lumber Company | 4,732.24 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8822 | 12/05/2025 | 4,732.24 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 460224 | Cust no 10911 - Finance Charge | 11/30/2025 | 12/30/2025 | 0.00 | 46.84 |
| 619093 | Drill/Blade | 10/10/2025 | 12/05/2025 | 0.00 | 63.77 |
| 619095 | 2x4 | 10/10/2025 | 12/05/2025 | 0.00 | 3.71 |
| 619459 | White Door Sweep | 10/14/2025 | 12/05/2025 | 0.00 | 26.48 |
| 619490 | 916 #3 Flooring | 10/14/2025 | 12/05/2025 | 0.00 | 1,794.00 |
| 619656 | Finish Nailer | 10/15/2025 | 12/05/2025 | 0.00 | 329.00 |
| 620330 | 4x8 | 10/21/2025 | 12/05/2025 | 0.00 | 18.67 |
| 620420 | Beam Level | 10/22/2025 | 12/05/2025 | 0.00 | 14.79 |
| 620479 | 2x4 | 10/22/2025 | 12/05/2025 | 0.00 | 15.57 |
| 620615 | 916 #3 Flooring | 10/23/2025 | 12/05/2025 | 0.00 | 207.00 |
| 620727 | Foil Tape | 10/24/2025 | 12/05/2025 | 0.00 | 13.29 |
| 620830 | Sealant Saw Blade | 10/27/2025 | 12/05/2025 | 0.00 | 54.98 |
| 620846 | Saw Blade | 10/27/2025 | 12/05/2025 | 0.00 | 39.99 |
| 620905 | Nail finish | 10/27/2025 | 12/05/2025 | 0.00 | 61.98 |
| 621012 | Jigsaw Blade Fuel | 10/28/2025 | 12/05/2025 | 0.00 | 216.08 |
| 621269 | Jigsaws Blades | 10/30/2025 | 12/05/2025 | 0.00 | 23.58 |
| 621891 | Concrete Mix | 11/04/2025 | 12/05/2025 | 0.00 | 58.78 |
| 622232 | Vinyl White | 11/06/2025 | 12/06/2025 | 0.00 | 183.97 |
| 622897 | 2x4 | 11/12/2025 | 12/12/2025 | 0.00 | 127.48 |
| 623050 | Screws/Nuts/Bolts | 11/13/2025 | 12/13/2025 | 0.00 | 14.99 |
| 623123 | Chamfer Strip | 11/13/2025 | 12/13/2025 | 0.00 | 30.81 |
| 623191 | Flashing | 11/14/2025 | 12/14/2025 | 0.00 | 16.79 |
| 623410 | Lift Rental | 11/17/2025 | 12/17/2025 | 0.00 | 740.00 |
| 623762 | Putty Knives | 11/19/2025 | 12/19/2025 | 0.00 | 24.98 |
| 623944 | Small equip | 11/20/2025 | 12/20/2025 | 0.00 | 119.99 |
| 623980 | Piping | 11/20/2025 | 12/20/2025 | 0.00 | 10.78 |
| 624101 | grounds | 11/21/2025 | 12/21/2025 | 0.00 | 40.22 |
| 624382 | Fatmax Hose | 11/25/2025 | 12/25/2025 | 0.00 | 54.99 |
| 624456 | Bathbar | 11/25/2025 | 12/25/2025 | 0.00 | 16.49 |
| 624511 | Misc Plumbing Material | 11/26/2025 | 12/26/2025 | 0.00 | 46.41 |
| 624657 | Leather Gloves | 11/28/2025 | 12/28/2025 | 0.00 | 19.99 |
| 624807 | Christmas arch | 12/01/2025 | 12/31/2025 | 0.00 | 52.64 |
| 624810 | Christmas arch | 12/01/2025 | 12/31/2025 | 0.00 | 13.16 |

| | | | | | |
|---|---|---|---|---|---|
| 624825 | wayfinding sign repair | 12/01/2025 | 12/31/2025 | 0.00 | 7.45 |
| 625231 | Christmas arch | 12/04/2025 | 01/03/2026 | 0.00 | 222.59 |

# Payment Summary

| Bank Code | Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|---|
| General | Check | 40 | 23 | 0.00 | 20,290.08 |
| General | Voided **Void Check | 0 | 1 | 0.00 | 0.00 |
| General | Check | 13 | 6 | 0.00 | 11,388.83 |
| General | EFT | 6 | 6 | 0.00 | 30,527.04 |
| General | Voided **Void EFT | 0 | 1 | 0.00 | 0.00 |
| General | EFT | 66 | 16 | 0.00 | 480,787.76 |
| General | Voided **Void EFT | 0 | 1 | 0.00 | 0.00 |
| General | EFT | 13 | 3 | 0.00 | 4,667.94 |
| General | Voided **Void EFT | 0 | 1 | 0.00 | 0.00 |
| | **Packet Totals:** | **138** | **58** | **0.00** | **547,661.65** |

## Cash Fund Summary

| Fund | Name | | Amount |
|---|---|---|---|
| 099 | Pooled Cash | | -547,661.65 |
| | | **Packet Totals:** | **-547,661.65** |

City of Independence

# Payment Register

APPKT01633 - 12/12/2025 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 | 8835 | 12/12/2025 | 0.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| | | | | 0.00 | 0.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| **Void EFT | 8841 | 12/12/2025 | 0.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| | | | | 0.00 | 0.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| **Void EFT | 8843 | 12/12/2025 | 0.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| | | | | 0.00 | 0.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| **Void EFT | 8844 | 12/12/2025 | 0.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| | | | | 0.00 | 0.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 035900 | Ane Mae's Coffee And Sandwich Shop | 94.10 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8825 | 12/12/2025 | 94.10 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 13017 | Banquet food | 12/03/2025 | 01/02/2026 | 0.00 | 94.10 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038287 | Ashcraft Tire & Auto | 652.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8826 | 12/12/2025 | 652.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 051253 | Tires for 602 | 12/08/2025 | 01/07/2026 | 0.00 | 652.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 036926 | AT&T Long Distance | 12.20 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80531 | 12/12/2025 | 12.20 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 861850574 Dec 2025 | AT&T Long Distance Acct #861850574 | 12/01/2025 | 12/31/2025 | 0.00 | 12.20 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037126 | Autozone, Inc | 438.96 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80532 | 12/12/2025 | 438.96 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 01605626903 | Truck Parts | 11/20/2025 | 12/20/2025 | 0.00 | 212.63 |
| 01605628291 | Battery | 11/24/2025 | 12/24/2025 | 0.00 | 196.99 |
| 01605630304 | Windshield Fluid | 12/01/2025 | 12/31/2025 | 0.00 | 29.34 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037925 | Bartlett Cooperative Association | 46.96 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80533 | 12/12/2025 | 46.96 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 251121 | Finance Charge | 11/21/2025 | 12/21/2025 | 0.00 | 46.96 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038333 | Body Builder's Wrecker Services LLC | 200.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80534 | 12/12/2025 | 200.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004347 | Tow to IPD impound | 11/16/2025 | 11/16/2025 | 0.00 | 200.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037881 | Bradley Weisenburger | 3,500.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80535 | 12/12/2025 | 3,500.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 001-1 | Runway Inspection | 12/04/2025 | 01/03/2026 | 0.00 | 3,500.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 032744 | Brenntag Southwest Inc. | 2,187.50 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8827 | 12/12/2025 | 2,187.50 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| BSW665781 | Chlorine | 12/04/2025 | 01/03/2026 | 0.00 | 2,187.50 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038174 | Casey's Automotive LLC | 273.40 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80536 | 12/12/2025 | 273.40 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 20876 | Tire replacement | 12/01/2025 | 12/01/2025 | 0.00 | 171.67 |
| 20878 | Headlight replacement | 12/01/2025 | 12/01/2025 | 0.00 | 101.73 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 036947 | Casey's Creations Bakery & Deli | 151.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80537 | 12/12/2025 | 151.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 89075 | Dessert & salad for banquet | 12/11/2025 | 01/10/2026 | 0.00 | 151.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 033027 | Cintas Corporation | 935.04 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8828 | 12/12/2025 | 935.04 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 4251579476 | Water/Sewer Cleaning Supplies | 12/02/2025 | 01/01/2026 | 0.00 | 298.75 |
| 5304302607 | Sanitation First Aid | 11/21/2025 | 12/21/2025 | 0.00 | 66.29 |
| 5304302608 | Water/Sewer Cleaning Supplies | 11/21/2025 | 12/21/2025 | 0.00 | 51.73 |
| 5304527707 | WTP First Aid Supplies | 11/24/2025 | 12/24/2025 | 0.00 | 40.13 |
| 5305058702 | Sanitation First Aid | 11/26/2025 | 12/26/2025 | 0.00 | 113.60 |
| 5305058703 | Water/Sewer First Aid Supplies | 11/26/2025 | 12/26/2025 | 0.00 | 364.54 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038335 | Colorado Department of Revenue | 10.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80538 | 12/12/2025 | 10.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004353 | Certified Driving Record - Janicke | 12/11/2025 | 12/11/2025 | 0.00 | 10.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 033174 | Crossland Construction Co | 85,940.95 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8829 | 12/12/2025 | 85,940.95 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| CPSC Phase 2 Application 9 | CPSC Phase 2 Construction | 11/19/2025 | 12/19/2025 | 0.00 | 84,940.94 |

| | | | | | | |
|---|---|---|---|---|---|---|
| CPSC Phase I App no 12 | CPSC PH 1 CONSTRUCTION | 11/19/2025 | 12/19/2025 | 0.00 | 1,000.01 | |

**Vendor Number** 035070 **Vendor Name** D&F Services, LLC **Total Vendor Amount** 52,860.24

**Payment Type** EFT **Payment Number** 8830 **Payment Date** 12/12/2025 **Payment Amount** 52,860.24

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 7504 | DFLOC | 11/19/2025 | 12/19/2025 | 0.00 | 40,320.00 |
| 7518 | Sodium Chlorite | 11/20/2025 | 12/20/2025 | 0.00 | 11,740.24 |
| 7527 | Chlorine Dioxide System Maintenance/Repair | 11/30/2025 | 12/30/2025 | 0.00 | 800.00 |

**Vendor Number** 038122 **Vendor Name** Department of Motor Vehicles **Total Vendor Amount** 5.00

**Payment Type** Check **Payment Number** 80539 **Payment Date** 12/12/2025 **Payment Amount** 5.00

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004352 | Record request McLeod | 12/11/2025 | 12/11/2025 | 0.00 | 5.00 |

**Vendor Number** 037190 **Vendor Name** Eck Heat A/C Inc. **Total Vendor Amount** 1,182.54

**Payment Type** Check **Payment Number** 80540 **Payment Date** 12/12/2025 **Payment Amount** 1,182.54

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| I47431 | Unit Maintenance | 11/28/2025 | 12/28/2025 | 0.00 | 1,182.54 |

**Vendor Number** 035721 **Vendor Name** Emert Chubb LLC **Total Vendor Amount** 418.00

**Payment Type** EFT **Payment Number** 8831 **Payment Date** 12/12/2025 **Payment Amount** 418.00

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 11919 | Bldg Search Warrant | 12/01/2025 | 12/31/2025 | 0.00 | 380.00 |
| 11920 | USD 446 Records Deed | 12/01/2025 | 12/31/2025 | 0.00 | 38.00 |

**Vendor Number** 037822 **Vendor Name** Evans, Bierly, Hutchison & Associates, P.A. **Total Vendor Amount** 27,524.89

**Payment Type** EFT **Payment Number** 8832 **Payment Date** 12/12/2025 **Payment Amount** 27,524.89

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 16359 | WATER TRANSMISSION LINE | 11/24/2025 | 12/24/2025 | 0.00 | 26,099.89 |
| 16363 | Water Study | 11/24/2025 | 12/24/2025 | 0.00 | 1,425.00 |

**Vendor Number** 035115 **Vendor Name** Express Services, Inc. **Total Vendor Amount** 9,925.79

**Payment Type** EFT **Payment Number** 8833 **Payment Date** 12/12/2025 **Payment Amount** 9,925.79

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 33217648 | Express Employment | 12/03/2025 | 01/02/2026 | 0.00 | 9,925.79 |

**Vendor Number** 037139 **Vendor Name** Fleet Fuels, LLC **Total Vendor Amount** 3,359.85

**Payment Type** EFT **Payment Number** 8834 **Payment Date** 12/12/2025 **Payment Amount** 3,359.85

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| CFSI-37602 | Animal Control Fuel | 12/07/2025 | 01/06/2026 | 0.00 | 59.96 |
| CFSI-37603 | Fire/EMS Fuel | 12/07/2025 | 01/06/2026 | 0.00 | 909.71 |
| CFSI-37604 | Park Dept. Fuel | 12/07/2025 | 01/06/2026 | 0.00 | 61.51 |
| CFSI-37605 | Police Fuel | 12/07/2025 | 01/06/2026 | 0.00 | 600.27 |
| CFSI-37606 | Sewer Collection Fuel | 12/07/2025 | 01/06/2026 | 0.00 | 170.75 |
| CFSI-37607 | Street Fuel | 12/07/2025 | 01/06/2026 | 0.00 | 299.43 |
| CFSI-37608 | Water Distribution Fuel | 12/07/2025 | 01/06/2026 | 0.00 | 33.12 |
| CFSI-37609 | Water/Sewer Administration Fuel | 12/07/2025 | 01/06/2026 | 0.00 | 119.44 |
| CFSI-37610 | Water Treatment Fuel | 12/07/2025 | 01/06/2026 | 0.00 | 61.75 |

| | | | | | | |
|---|---|---|---|---|---|---|
| CFSI-37611 | Sanitation Fuel | 12/07/2025 | 01/06/2026 | 0.00 | 1,043.91 | |

**Vendor Number** 036925 **Vendor Name** Foley Industries Inc. **Total Vendor Amount** 1,593.35

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8836 | 12/12/2025 | 1,593.35 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| SS310053236 | Machine Maintenance SEN070 | 11/21/2025 | 12/21/2025 | 0.00 | 1,593.35 |

**Vendor Number** 038302 **Vendor Name** GFT Infrastructure, Inc **Total Vendor Amount** 70,048.82

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80541 | 12/12/2025 | 70,048.82 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV-0004956485 | US-75 CCLIP: 10th to Laurel - DESIGN | 08/08/2025 | 08/08/2025 | 0.00 | 24,829.82 |
| INV-0004988349 | US-75 CCLIP: 10th to Laurel - DESIGN | 09/12/2025 | 09/12/2025 | 0.00 | 12,346.15 |
| INV-0005011078 | US-75 CCLIP: 10th to Laurel - DESIGN | 10/10/2025 | 10/10/2025 | 0.00 | 23,199.61 |
| INV-0005047406 | US-75 CCLIP: 10th to Laurel - DESIGN | 11/14/2025 | 11/14/2025 | 0.00 | 9,673.24 |

**Vendor Number** 037920 **Vendor Name** Goins Enterprises **Total Vendor Amount** 44,249.51

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8837 | 12/12/2025 | 44,249.51 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| Water Meter Pay App 11 | WATER METER/LINE REPLC | 12/05/2025 | 01/04/2026 | 0.00 | 44,249.51 |

**Vendor Number** 034904 **Vendor Name** Good News Publishing **Total Vendor Amount** 165.00

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80542 | 12/12/2025 | 165.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 65685 | Job Ads | 11/19/2025 | 12/19/2025 | 0.00 | 165.00 |

**Vendor Number** 008200 **Vendor Name** Harry Bass Attorney **Total Vendor Amount** 1,600.00

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80543 | 12/12/2025 | 1,600.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 11/25/2025 Stmt | Court Appointment Attorney Fees | 12/02/2025 | 01/01/2026 | 0.00 | 400.00 |
| 12/03/2025 Stmt | Court Appointment Attorney Fees | 12/03/2025 | 01/02/2026 | 0.00 | 1,200.00 |

**Vendor Number** 035980 **Vendor Name** Huber & Associates **Total Vendor Amount** 1,082.13

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8838 | 12/12/2025 | 1,082.13 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| CW244130 | Enterpol monthly billing | 11/13/2025 | 12/13/2025 | 0.00 | 1,082.13 |

**Vendor Number** 010440 **Vendor Name** Hugo's Industrial Supply **Total Vendor Amount** 204.70

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8839 | 12/12/2025 | 204.70 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 345073 | Towels | 11/26/2025 | 12/26/2025 | 0.00 | 68.33 |
| 345121 | Cleaning supplies | 12/02/2025 | 01/01/2026 | 0.00 | 136.37 |

**Vendor Number** 011200 **Vendor Name** Independence Daily Reporter **Total Vendor Amount** 1,430.55

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8840 | 12/12/2025 | 1,430.55 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 96636 | Blue Sky MHP Legal Notice | 11/11/2025 | 12/11/2025 | 0.00 | 34.76 |

| | | | | | |
|---|---|---|---|---|---|
| 96637 | Appendix B Zoning Legal Notice | 11/11/2025 | 12/11/2025 | 0.00 | 28.44 |
| 96770 | Ord 4498 Legal Notice | 11/19/2025 | 12/19/2025 | 0.00 | 12.34 |
| 96775 | Digital Advertising | 11/15/2025 | 12/15/2025 | 0.00 | 100.00 |
| 96790 | Job Fair Class Display | 11/18/2025 | 12/18/2025 | 0.00 | 89.25 |
| 96810 | Job Fair Class Display | 11/19/2025 | 12/19/2025 | 0.00 | 89.25 |
| 96829 | Job Fair Class Display | 11/20/2025 | 12/20/2025 | 0.00 | 89.25 |
| 96864 | Job Fair Class Display | 11/21/2025 | 12/21/2025 | 0.00 | 89.25 |
| 96874 | Job Fair Class Display | 11/22/2025 | 12/22/2025 | 0.00 | 89.25 |
| 96884 | Res 2025-058 Legal Notice | 11/26/2025 | 12/26/2025 | 0.00 | 94.80 |
| 96885 | Res 2025-056 Legal Notice | 11/26/2025 | 12/26/2025 | 0.00 | 94.80 |
| 96886 | Res 2025-054 Legal Notice | 11/26/2025 | 12/26/2025 | 0.00 | 88.48 |
| 96887 | Res 2025-051 Legal Notice | 11/28/2025 | 12/28/2025 | 0.00 | 88.48 |
| 96888 | Res 2025-057 Legal Notice | 11/28/2025 | 12/28/2025 | 0.00 | 94.80 |
| 96889 | Res 2025-055 Legal Notice | 11/28/2025 | 12/28/2025 | 0.00 | 88.48 |
| 96890 | Res 2025-052 Legal Notice | 11/28/2025 | 12/28/2025 | 0.00 | 94.80 |
| 96891 | Res 2025-050 Legal Notice | 11/28/2025 | 12/28/2025 | 0.00 | 88.48 |
| 96893 | Amend 2025 Budget Legal Notice | 11/29/2025 | 12/29/2025 | 0.00 | 75.64 |

**Vendor Number** 011215 **Vendor Name** Independence Main Street **Total Vendor Amount** 19,700.00

**Payment Type** EFT **Payment Number** 8842 **Payment Date** 12/12/2025 **Payment Amount** 19,700.00

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 176 | 2025 Service Awards | 12/08/2025 | 01/07/2026 | 0.00 | 3,500.00 |
| 177 | 2024 Service Awards | 12/08/2025 | 01/07/2026 | 0.00 | 1,750.00 |
| 178 | Banquet Game Prizes | 12/08/2025 | 01/07/2026 | 0.00 | 550.00 |
| 179 | 2025 Employee Appreciation Bonus | 12/08/2025 | 01/07/2026 | 0.00 | 13,500.00 |
| 180 | 2025 Express Appreciation Bonus | 12/09/2025 | 01/08/2026 | 0.00 | 400.00 |

**Vendor Number** 036025 **Vendor Name** Ironworks Welding And Fabrication **Total Vendor Amount** 2,750.00

**Payment Type** EFT **Payment Number** 8845 **Payment Date** 12/12/2025 **Payment Amount** 2,750.00

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 4168 | HD Water Meter Keys | 11/14/2025 | 12/14/2025 | 0.00 | 450.00 |
| 4174 | Branding 4 dumpsters | 12/01/2025 | 12/31/2025 | 0.00 | 2,300.00 |

**Vendor Number** 033076 **Vendor Name** Joplin Supply Company **Total Vendor Amount** 2,700.00

**Payment Type** Check **Payment Number** 80544 **Payment Date** 12/12/2025 **Payment Amount** 2,700.00

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| S5036056.001 | Zenner Stealth Reader | 11/20/2025 | 12/20/2025 | 0.00 | 2,700.00 |

**Vendor Number** 032474 **Vendor Name** Kansas One-Call System, Inc. **Total Vendor Amount** 119.70

**Payment Type** EFT **Payment Number** 8846 **Payment Date** 12/12/2025 **Payment Amount** 119.70

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 5110323 | Locates | 11/30/2025 | 12/30/2025 | 0.00 | 119.70 |

**Vendor Number** 037128 **Vendor Name** Kelley Electric Inc. **Total Vendor Amount** 1,465.00

**Payment Type** EFT **Payment Number** 8847 **Payment Date** 12/12/2025 **Payment Amount** 1,465.00

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 2983 | LED Light Replacement | 11/21/2025 | 12/21/2025 | 0.00 | 1,465.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037719 | Labette Health Physcians Group | 94.04 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80545 | 12/12/2025 | 94.04 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004344 | Acct LHA003762537 - Moore11072025-0001 | 11/24/2025 | 12/24/2025 | 0.00 | 94.04 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038128 | Latimer, Sommers & Associates P.A. | 2,500.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8848 | 12/12/2025 | 2,500.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 23620 | Memorial Hall HVAC Design | 12/04/2025 | 12/04/2025 | 0.00 | 2,500.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 014250 | Lee's Cooling & Heating | 441.73 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8849 | 12/12/2025 | 441.73 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 52253712 | Inspection and Repair | 08/15/2025 | 09/14/2025 | 0.00 | 441.73 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 034873 | Montgomery County Chronicle | 120.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80546 | 12/12/2025 | 120.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004319 | Job Ad | 11/27/2025 | 12/27/2025 | 0.00 | 120.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 035799 | Omni Billing | 7,237.29 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8850 | 12/12/2025 | 7,237.29 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 11302025 | EMS Billing | 12/01/2025 | 12/31/2025 | 0.00 | 7,237.29 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 018120 | O'Reilly Auto Parts | 57.67 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80547 | 12/12/2025 | 57.67 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 0151-284537 | Water Pump Parts | 11/20/2025 | 12/20/2025 | 0.00 | 10.40 |
| 0154-284504 | Gaskets | 11/20/2025 | 12/20/2025 | 0.00 | 6.29 |
| 0154-286871 | Floor mat | 12/05/2025 | 01/04/2026 | 0.00 | 40.98 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 032859 | Pace Analytical Services | 1,286.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8851 | 12/12/2025 | 1,286.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 2560238218 | Analytical Charges | 11/20/2025 | 12/20/2025 | 0.00 | 749.00 |
| 2560238393 | Analytical Charges | 11/24/2025 | 12/24/2025 | 0.00 | 537.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 034712 | Prairie Fire Coffee & Roasters | 67.90 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8852 | 12/12/2025 | 67.90 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 1697963 | Coffee | 11/19/2025 | 12/19/2025 | 0.00 | 67.90 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 020010 | Quality Motors Of Independence | 3,934.65 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80548 | 12/12/2025 | 3,934.65 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 193556 | Vehicle Repair | 12/05/2025 | 01/04/2026 | 0.00 | 3,934.65 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 032947 | Quality Wrecker Service | 1,175.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80549 | 12/12/2025 | 1,175.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004345 | Towing service for case 25-1920 | 11/14/2025 | 12/14/2025 | 0.00 | 1,175.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 021040 | R.E. Pedrotti Co., Inc. | 1,646.14 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8853 | 12/12/2025 | 1,646.14 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 17525 | Clam-on Flow Meter | 04/21/2025 | 05/21/2025 | 0.00 | 1,646.14 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 036748 | RLI Surety | 100.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80550 | 12/12/2025 | 100.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 1878364 - 2025 | LSM1878364 - Smith Bond Renewal | 11/21/2025 | 12/21/2025 | 0.00 | 100.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038103 | Royal Refuse Recycling | 2,934.10 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80551 | 12/12/2025 | 2,934.10 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 00121227 | Tire Removal | 12/08/2025 | 01/07/2026 | 0.00 | 2,934.10 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 022110 | Sayers Ace Hardware Inc. | 11.98 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80552 | 12/12/2025 | 11.98 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| K98612 | Light Bulb | 11/26/2025 | 12/26/2025 | 0.00 | 11.98 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 036202 | Security 1st Title LLC | 390.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80553 | 12/12/2025 | 390.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 3160140 | 821 E. Maple O&E | 12/03/2025 | 01/02/2026 | 0.00 | 195.00 |
| 3163548 | 1100 W. Laurel O&E | 12/03/2025 | 01/02/2026 | 0.00 | 195.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 032898 | Stericycle, Inc. | 301.08 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8854 | 12/12/2025 | 301.08 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 8012583588 | IPD Shredding services | 11/18/2025 | 12/18/2025 | 0.00 | 301.08 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 035127 | Studebaker Refrigeration, Inc | 424.54 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80554 | 12/12/2025 | 424.54 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 20511 | Ice Machine Repair | 12/05/2025 | 01/04/2026 | 0.00 | 424.54 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 022900 | Sundowner Trophies | 64.75 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80555 | 12/12/2025 | 64.75 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| KP03K25 | Tim Emert Plaque | 12/03/2025 | 01/02/2026 | 0.00 | 64.75 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038332 | Suyapa Molinda | 250.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80556 | 12/12/2025 | 250.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004340 | Demolition Bond Refund | 12/02/2025 | 12/02/2025 | 0.00 | 250.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 014210 | The League Of KS Municipalities | 282.72 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8855 | 12/12/2025 | 282.72 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 200016345 | Commissioner - Official Manuals | 12/02/2025 | 01/01/2026 | 0.00 | 282.72 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 034515 | Tidy Whitie's Laundromat | 22.50 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8856 | 12/12/2025 | 22.50 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 6702 | Wash & Fold | 11/25/2025 | 12/25/2025 | 0.00 | 22.50 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 024490 | Transystems Corporation | 3,807.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8857 | 12/12/2025 | 3,807.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV-0005068361 | East Maple, 10th-17th, Pine St. W of 10th | 11/28/2025 | 12/28/2025 | 0.00 | 408.00 |
| INV-0005072271 | 1st & Birch Sewer Inspection | 11/28/2025 | 12/28/2025 | 0.00 | 3,399.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 036512 | US Cellular | 877.67 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80557 | 12/12/2025 | 877.67 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 0768454172 | Water/Sewer Monthly Charges | 11/10/2025 | 12/10/2025 | 0.00 | 377.87 |
| 0768607670 | Street Monthly Charges | 11/10/2025 | 12/10/2025 | 0.00 | 125.58 |
| 856114302 | Sanitation Monthly Charges | 11/10/2025 | 12/10/2025 | 0.00 | 374.22 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 025004 | USA Bluebook | 666.75 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8858 | 12/12/2025 | 666.75 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV00887873 | Phenylarsine Oxide | 11/18/2025 | 12/18/2025 | 0.00 | 618.45 |
| INV00890182 | Hydrochloric Acid | 11/20/2025 | 12/20/2025 | 0.00 | 48.30 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 033317 | Walmart Com - Ap | 128.43 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80558 | 12/12/2025 | 128.43 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 1666332570 | USB's | 11/24/2025 | 12/24/2025 | 0.00 | 128.43 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037921 | Water Resource Solutions | 2,917.50 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8859 | 12/12/2025 | 2,917.50 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 2025013-07 | Verdigris River Low Water Dam Inspection Contract | 12/08/2025 | 01/07/2026 | 0.00 | 2,917.50 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 035913 | Waters Hardware | 570.09 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8860 | 12/12/2025 | 570.09 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 7436/P | Cust no 72177 - Part for Vac Truck | 11/26/2025 | 12/26/2025 | 0.00 | 4.99 |
| 7445/P | Cust no 72177 - Materials | 11/26/2025 | 12/26/2025 | 0.00 | 27.97 |
| 7465/P | Cust no 72177 - Water | 12/01/2025 | 12/31/2025 | 0.00 | 503.16 |
| 7468/P | Cust no 72177 - Shelves | 12/01/2025 | 12/31/2025 | 0.00 | 21.98 |
| 7470/P | Cust no 72178 - Shelves | 12/01/2025 | 12/31/2025 | 0.00 | 11.99 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038154 | WCD Enterprises, LLC | 750.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80559 | 12/12/2025 | 750.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 434447 | Janitorial | 12/05/2025 | 01/04/2026 | 0.00 | 750.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 034744 | Woods Lumber Company | 602.06 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8861 | 12/12/2025 | 602.06 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 620819 | Trailer Floor Materials | 10/27/2025 | 11/26/2025 | 0.00 | 383.39 |
| 622931 | Banquet basket | 11/12/2025 | 12/12/2025 | 0.00 | 152.91 |
| 624231 | Nuts/bolts for water meters | 11/24/2025 | 12/24/2025 | 0.00 | 65.76 |

# Payment Summary

| Bank Code | Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|---|
| General | Check | 41 | 29 | 0.00 | 91,646.71 |
| General | EFT | 24 | 10 | 0.00 | 174,209.32 |
| General | Voided **Void EFT | 0 | 2 | 0.00 | 0.00 |
| General | EFT | 40 | 21 | 0.00 | 99,395.19 |
| General | Voided **Void EFT | 0 | 1 | 0.00 | 0.00 |
| General | EFT | 20 | 2 | 0.00 | 5,237.55 |
| General | Voided **Void EFT | 0 | 1 | 0.00 | 0.00 |
| | **Packet Totals:** | **125** | **66** | **0.00** | **370,488.77** |

## Cash Fund Summary

| Fund | Name | | Amount |
|---|---|---|---|
| 099 | Pooled Cash | | -370,488.77 |
| | | **Packet Totals:** | **-370,488.77** |

**APPROPRIATIONS 2025**

Accounts payable paid from December 16th, 2025, through December 31st, 2025.

Total: $883,344.92

**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 | 8881 | 12/19/2025 | 0.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| | | | | 0.00 | 0.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| **Void EFT | 8883 | 12/19/2025 | 0.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| | | | | 0.00 | 0.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| **Void EFT | 8884 | 12/19/2025 | 0.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| | | | | 0.00 | 0.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| **Void EFT | 8885 | 12/19/2025 | 0.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| | | | | 0.00 | 0.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| **Void EFT | 8899 | 12/19/2025 | 0.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| | | | | 0.00 | 0.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| **Void EFT | 8900 | 12/19/2025 | 0.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| | | | | 0.00 | 0.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| **Void EFT | 8901 | 12/19/2025 | 0.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| | | | | 0.00 | 0.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| **Void EFT | 8902 | 12/19/2025 | 0.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| | | | | 0.00 | 0.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| **Void EFT | 8903 | 12/19/2025 | 0.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| | | | | 0.00 | 0.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| **Void EFT | 8916 | 12/19/2025 | 0.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| | | | | 0.00 | 0.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038236 | Ace Transports LLC | 4,746.95 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8862 | 12/19/2025 | 4,746.95 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV-108 | 602 Repair | 12/10/2025 | 01/09/2026 | 0.00 | 1,774.83 |
| INV-81 | 603 Service | 10/14/2025 | 11/13/2025 | 0.00 | 2,972.12 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038075 | Affordable Autos, Inc | 326.42 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80560 | 12/19/2025 | 326.42 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004409 | [redacted] | 12/19/2025 | 12/19/2025 | 0.00 | 326.42 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 019370 | Airgas USA LLC | 1,210.51 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8863 | 12/19/2025 | 1,210.51 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 5521263151 | Medical Oxygen | 12/01/2025 | 12/31/2025 | 0.00 | 200.00 |
| 9166890138 | Medical Oxygen | 11/19/2025 | 12/19/2025 | 0.00 | 431.04 |
| 9167455711 | Medical Oxygen | 12/10/2025 | 01/09/2026 | 0.00 | 579.47 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037733 | Allied USA Medical Waste | 50.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8864 | 12/19/2025 | 50.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 370062A | Medical Waste | 11/30/2025 | 12/30/2025 | 0.00 | 50.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038325 | APAC-Kansas Inc | 271,599.95 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8865 | 12/19/2025 | 271,599.95 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| Pump Station Pay Est No 2 | Big Straw Pump Station | 12/03/2025 | 12/03/2025 | 0.00 | 271,599.95 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 034538 | April Nutt | 337.93 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8866 | 12/19/2025 | 337.93 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 159746 | PT Luncheon Cookies | 12/10/2025 | 01/09/2026 | 0.00 | 53.89 |
| 319478 | PT Cookies and Prizes for luncheon | 12/11/2025 | 01/10/2026 | 0.00 | 129.48 |
| 321923 | Penn Terrace Luncheon Door Prizes | 12/11/2025 | 01/10/2026 | 0.00 | 88.69 |
| INV0004374 | IHA Board Luncheon | 12/09/2025 | 01/08/2026 | 0.00 | 65.87 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038287 | Ashcraft Tire & Auto | 1,218.46 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8867 | 12/19/2025 | 1,218.46 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 050986 | Mount and balance for 440 | 11/06/2025 | 12/06/2025 | 0.00 | 775.60 |
| 051099 | Medic 1 Alignment and Brake Calipers | 11/19/2025 | 12/19/2025 | 0.00 | 442.86 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 036623 | AT&T | 2,644.99 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80561 | 12/19/2025 | 2,644.99 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 8272220117 | Acct #831-001-4887-638 - Memorial Hall | 12/07/2025 | 01/06/2026 | 0.00 | 2,644.99 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037944 | Atmos | 59.84 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80562 | 12/19/2025 | 59.84 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 3046142064 Nov 25 | Acct #3046142064 - 704 North Penn Gas | 12/10/2025 | 01/09/2026 | 0.00 | 59.84 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037918 | Baker Services Inc | 1,527.60 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8868 | 12/19/2025 | 1,527.60 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 70508 | Ammonium Sulfate | 12/01/2025 | 12/31/2025 | 0.00 | 1,527.60 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038331 | Benson Pipe & Contruction | 900.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80563 | 12/19/2025 | 900.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 1209 | fencing posts | 12/05/2025 | 12/05/2025 | 0.00 | 900.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037427 | Big State Industrial Supply Inc. | 363.30 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8869 | 12/19/2025 | 363.30 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 1618507 | Tools/Gloves | 12/02/2025 | 01/01/2026 | 0.00 | 363.30 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 033027 | Cintas Corporation | 550.77 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8870 | 12/19/2025 | 550.77 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 4250141845 | Water/Sewer Cleaning Supplies | 11/18/2025 | 12/18/2025 | 0.00 | 298.75 |
| 4252354021 | Cleaning supplies | 12/09/2025 | 01/08/2026 | 0.00 | 200.03 |
| 5304302603 | Airport first aid supplies | 11/21/2025 | 12/21/2025 | 0.00 | 51.99 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 004645 | City Of Independence | 20.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80564 | 12/19/2025 | 20.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 002404 | Gift for Eco Devo Riverside Park Shirt | 09/03/2025 | 12/19/2025 | 0.00 | 20.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 035129 | City Of Independence | 40.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80565 | 12/19/2025 | 40.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004371 | License no 1930 - Annual City Landlord License | 12/01/2025 | 12/31/2025 | 0.00 | 20.00 |
| INV0004426 | License no 3293 - Annual License | 12/01/2025 | 12/31/2025 | 0.00 | 20.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037780 | Clean Uniform Company | 222.36 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8871 | 12/19/2025 | 222.36 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 22318333 | Airport Uniform Cleaning | 11/18/2025 | 12/18/2025 | 0.00 | 55.59 |
| 22320332 | Airport Uniform Cleaning | 11/25/2025 | 12/25/2025 | 0.00 | 55.59 |
| 22321999 | Airport Uniform Cleaning | 12/02/2025 | 01/01/2026 | 0.00 | 55.59 |
| 22323675 | Airport Uniform Cleaning | 12/09/2025 | 01/08/2026 | 0.00 | 55.59 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 036999 | Coffeyville Community College | 2,275.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80566 | 12/19/2025 | 2,275.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| J. Reeves Fall 2025 | 0131388 - J. Reeves Paramedic Fall Semester | 12/12/2025 | 01/11/2026 | 0.00 | 2,275.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038076 | Cogent, Inc | 150,658.80 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8872 | 12/19/2025 | 150,658.80 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| Pipeline Pump Station Pay E: | Pipeline Pump Station | 11/28/2025 | 12/28/2025 | 0.00 | 150,658.80 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 004925 | Conrad Fire Equipment, In | 1,345.11 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8873 | 12/19/2025 | 1,345.11 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 588400 | SCBA Compressor Annual Inspection/Maintenance | 11/04/2025 | 12/04/2025 | 0.00 | 1,345.11 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 034221 | Core & Main | 26,958.71 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8874 | 12/19/2025 | 26,958.71 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| Y001609 | Main Line Parts | 12/05/2025 | 01/04/2026 | 0.00 | 19,598.71 |
| Y147518 | Manhole Ring | 11/24/2025 | 12/24/2025 | 0.00 | 679.60 |
| Y161410 | Setters | 11/24/2025 | 12/24/2025 | 0.00 | 6,680.40 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 032078 | CPR Pest Management, Inc. | 220.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8875 | 12/19/2025 | 220.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 49078 | Public Works Monthly Pest Control | 11/25/2025 | 12/25/2025 | 0.00 | 85.00 |
| 49174 | Library Monthly Pest Control | 12/02/2025 | 01/01/2026 | 0.00 | 60.00 |
| 49198 | Bedbug Issue | 12/08/2025 | 01/07/2026 | 0.00 | 75.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 006320 | Decker Construction, Inc. | 289,343.70 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8876 | 12/19/2025 | 289,343.70 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| DRAW0006 | Jefferson Subdivision Housing Contruction | 11/26/2025 | 12/26/2025 | 0.00 | 289,343.70 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 033688 | Down Home Family Restaurant | 1,499.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80567 | 12/19/2025 | 1,499.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 67844 | PT Luncheon | 12/11/2025 | 01/10/2026 | 0.00 | 1,499.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037312 | Echelon Arch and Design | 3,531.25 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8877 | 12/19/2025 | 3,531.25 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 1568 | Jefferson Subdivision Architectural Admin | 11/03/2025 | 12/19/2025 | 0.00 | 3,531.25 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 036278 | Elliott Equipment Co. | 258.94 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80568 | 12/19/2025 | 258.94 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 189667 | Wench for 602 | 10/31/2025 | 11/30/2025 | 0.00 | 258.94 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 035115 | Express Services, Inc. | 15,666.15 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8878 | 12/19/2025 | 15,666.15 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 33249479 | Express Employment | 12/10/2025 | 01/09/2026 | 0.00 | 15,666.15 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037015 | Fab Lab ICC | 6.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80569 | 12/19/2025 | 6.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 3399 | christmas tickets | 12/09/2025 | 01/08/2026 | 0.00 | 6.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 032155 | Family Support Payment Center | 173.08 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80570 | 12/19/2025 | 173.08 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004408 | [redacted] | 12/19/2025 | 12/19/2025 | 0.00 | 173.08 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 033119 | Fastenal Company | 35.97 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8879 | 12/19/2025 | 35.97 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| KSIND69389 | Bolts | 11/25/2025 | 12/25/2025 | 0.00 | 35.97 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037139 | Fleet Fuels, LLC | 3,467.56 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8880 | 12/19/2025 | 3,467.56 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| CFSI-38812 | Cemetery Fuel | 12/14/2025 | 01/13/2026 | 0.00 | 105.71 |
| CFSI-38813 | Fire/EMS Fuel | 12/14/2025 | 01/13/2026 | 0.00 | 641.86 |
| CFSI-38814 | Police Fuel | 12/14/2025 | 01/13/2026 | 0.00 | 519.38 |
| CFSI-38815 | Public Safety Director Fuel | 12/14/2025 | 01/13/2026 | 0.00 | 31.16 |
| CFSI-38816 | Sewer Collection Fuel | 12/14/2025 | 01/13/2026 | 0.00 | 320.17 |
| CFSI-38817 | Sewer Treatment Fuel | 12/14/2025 | 01/13/2026 | 0.00 | 60.47 |
| CFSI-38818 | Street Fuel | 12/14/2025 | 01/13/2026 | 0.00 | 264.63 |
| CFSI-38819 | City Van | 12/14/2025 | 01/13/2026 | 0.00 | 35.72 |
| CFSI-38820 | Water Distribution Fuel | 12/14/2025 | 01/13/2026 | 0.00 | 342.59 |
| CFSI-38821 | Water/Sewer Administration Fuel | 12/14/2025 | 01/13/2026 | 0.00 | 129.72 |
| CFSI-38822 | Water Treatment Fuel | 12/14/2025 | 01/13/2026 | 0.00 | 34.67 |
| CFSI-38823 | Sanitation Fuel | 12/14/2025 | 01/13/2026 | 0.00 | 981.48 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 033568 | Galaxie Business | 7,325.90 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8882 | 12/19/2025 | 7,325.90 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 148602 | Monthly Subscriptions | 12/10/2025 | 01/09/2026 | 0.00 | 6,072.40 |
| 148603 | Monthly Subscription - PD/Dispatch | 12/10/2025 | 01/09/2026 | 0.00 | 1,253.50 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 009330 | Grainger | 1,589.01 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8886 | 12/19/2025 | 1,589.01 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 9723373305 | Shelves | 11/25/2025 | 12/25/2025 | 0.00 | 1,517.31 |
| 9728066581 | Hour Meters | 12/02/2025 | 01/01/2026 | 0.00 | 71.70 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 008200 | Harry Bass Attorney | 1,200.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80571 | 12/19/2025 | 1,200.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 12/16/2025 Stmt | Court Appointment Attorney Fees | 12/18/2025 | 01/17/2026 | 0.00 | 1,200.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 034901 | HD Supply Facilities | 166.60 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80572 | 12/19/2025 | 166.60 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 9242767753 | Screen White | 11/05/2025 | 12/19/2025 | 0.00 | 112.56 |
| 9243601819 | Stainless Steel Wipes | 12/03/2025 | 01/02/2026 | 0.00 | 54.04 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 010230 | Heckman & Associates | 1,332.77 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80573 | 12/19/2025 | 1,332.77 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 982354-PXRLOM | Jefferson Subdivision Lights | 11/25/2025 | 12/25/2025 | 0.00 | 1,332.77 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 010440 | Hugo's Industrial Supply | 1,072.65 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8887 | 12/19/2025 | 1,072.65 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 344313 | Glass Cleaner, Foam Disinfectant | 11/11/2025 | 12/11/2025 | 0.00 | 152.28 |
| 345326 | Calendar | 12/04/2025 | 01/03/2026 | 0.00 | 63.56 |
| 345456 | Pens | 12/08/2025 | 01/07/2026 | 0.00 | 24.83 |
| 345544 | Plastic Forks | 12/09/2025 | 01/08/2026 | 0.00 | 15.44 |
| 345649 | Envelopes & batteries | 12/11/2025 | 01/10/2026 | 0.00 | 765.00 |
| 345666 | Planners 2026 | 12/11/2025 | 01/10/2026 | 0.00 | 28.49 |
| 345709 | Ruler & tab folders | 12/12/2025 | 01/11/2026 | 0.00 | 23.05 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 011180 | Independence Community | 5.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8888 | 12/19/2025 | 5.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004383 | Charitable Contribution - Employee Direct | 12/19/2025 | 12/19/2025 | 0.00 | 5.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 011211 | Independence Fire Fighter | 157.50 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8889 | 12/19/2025 | 157.50 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004385 | Fire Insurance | 12/19/2025 | 12/19/2025 | 0.00 | 157.50 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 033149 | Independence Firemen's Association | 210.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8890 | 12/19/2025 | 210.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004384 | Funding/ Firemen's Association | 12/19/2025 | 12/19/2025 | 0.00 | 210.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 011215 | Independence Main Street | 2,500.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8891 | 12/19/2025 | 2,500.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 260 | PT Main Street Gift Certificates | 12/17/2025 | 01/16/2026 | 0.00 | 2,500.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 011280 | Independence Recreation Commission | 23,357.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8892 | 12/19/2025 | 23,357.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 2500RBFAC | Pool reimbursement summer 2025 | 12/16/2025 | 01/15/2026 | 0.00 | 23,357.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037321 | Internal Revenue Service | 242.88 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80574 | 12/19/2025 | 242.88 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004391 | Tax Levy | 12/19/2025 | 12/19/2025 | 0.00 | 242.88 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 035831 | Kansas Housing Resource Corp | 1,625.20 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80575 | 12/19/2025 | 1,625.20 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 60507-2025 | Annual Compliance Fee McKinley | 12/01/2025 | 12/31/2025 | 0.00 | 1,625.20 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 032449 | Kansas Payment Center | 443.07 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80576 | 12/19/2025 | 443.07 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004404 | [redacted] | 12/19/2025 | 12/19/2025 | 0.00 | 144.92 |
| INV0004405 | [redacted] | 12/19/2025 | 12/19/2025 | 0.00 | 84.92 |
| INV0004406 | [redacted] | 12/19/2025 | 12/19/2025 | 0.00 | 90.92 |
| INV0004407 | [redacted] | 12/19/2025 | 12/19/2025 | 0.00 | 122.31 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 013351 | KC 24 Hour Truck Repair | 1,274.25 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8893 | 12/19/2025 | 1,274.25 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 5029 | Tower 1 Blower Motor, Injector repair | 10/20/2025 | 11/19/2025 | 0.00 | 675.00 |
| 5099 | Engine 1 Throttle and parking brake repairs | 11/07/2025 | 12/07/2025 | 0.00 | 599.25 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 035819 | KDHE - Bureau Of Water | 555.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80577 | 12/19/2025 | 555.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| KS0095486-WWIP-2025 | Individual WW Permit Fee | 07/02/2025 | 08/01/2025 | 0.00 | 555.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 036883 | Labette Health | 675.26 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8894 | 12/19/2025 | 675.26 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 70 | EMS Medications for Ambulances | 11/05/2025 | 12/05/2025 | 0.00 | 485.87 |
| 71 | EMS Medications for Ambulances | 11/05/2025 | 12/05/2025 | 0.00 | 10.02 |
| 72 | EMS Medications for Ambulances | 11/05/2025 | 12/05/2025 | 0.00 | 56.73 |
| 73 | EMS Medications for Ambulances | 12/01/2025 | 12/31/2025 | 0.00 | 116.28 |
| 74 | EMS Medications for Ambulances | 12/02/2025 | 01/01/2026 | 0.00 | 6.36 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 014250 | Lee's Cooling & Heating | 1,541.35 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8895 | 12/19/2025 | 1,541.35 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 53783431 | HVAC Parts and Service 922 Cville | 12/09/2025 | 01/08/2026 | 0.00 | 1,541.35 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 036790 | Life-Assist, Inc | 2,940.46 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8896 | 12/19/2025 | 2,940.46 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 2015701 | King Tubes, IV Caths, Ext Sets, Saline Locks | 11/12/2025 | 12/12/2025 | 0.00 | 393.25 |
| 2016458 | King Tubes, Adult LG BP Cuffs | 11/13/2025 | 12/13/2025 | 0.00 | 120.72 |
| 2019534 | People Tarps, L&XL Gloves, Adult BVM | 11/19/2025 | 12/19/2025 | 0.00 | 348.61 |
| 2022664 | Cleaning Wipes, IV Caths, Cot Sheets, Pillow Cases | 11/25/2025 | 12/25/2025 | 0.00 | 310.26 |
| 2024276 | EMS Electrodes, 22 IV Cath, Tourniquets | 12/01/2025 | 12/31/2025 | 0.00 | 705.13 |
| 2027225 | 4" Bandages, People Mover Tarps, Cot sheets, EKG | 12/03/2025 | 01/02/2026 | 0.00 | 494.35 |
| 2027229 | Adult Stat Pad EKG Defib Pads | 12/03/2025 | 01/02/2026 | 0.00 | 239.96 |
| 2027616 | Adult CPAP Masks | 12/04/2025 | 01/03/2026 | 0.00 | 164.28 |
| 2032353 | King Tubes, Emesis Bags, ET Tubes | 12/12/2025 | 01/11/2026 | 0.00 | 163.90 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 035940 | Magnolia Scents By Design | 149.78 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80578 | 12/19/2025 | 149.78 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 27250 | Awards Banquet Basket | 12/11/2025 | 01/10/2026 | 0.00 | 149.78 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037935 | Marmic Fire And Safety Co Inc | 4,147.69 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80579 | 12/19/2025 | 4,147.69 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| D422052 | Fire Extingisher Service | 10/18/2025 | 12/19/2025 | 0.00 | 4,147.69 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037950 | Medical Air Services Association | 599.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8897 | 12/19/2025 | 599.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 2237840 | B2BNETCIK - Medical Air Services Premium | 12/19/2025 | 12/31/2025 | 0.00 | 599.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037915 | Metropolitan Life Insurance Company | 6,578.88 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8898 | 12/19/2025 | 6,578.88 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004273 | 5391110 - Accident Insurance | 12/05/2025 | 12/05/2025 | 0.00 | 447.29 |
| INV0004274 | 5391110 - Critical Illness Premium | 12/05/2025 | 12/31/2025 | 0.00 | 311.35 |
| INV0004280 | 5391110 - Basic Group AD&D Premium | 12/05/2025 | 12/05/2025 | 0.00 | 118.53 |
| INV0004281 | 5391110 - Basic Group Life Insurance Premium | 12/05/2025 | 12/05/2025 | 0.00 | 432.06 |
| INV0004283 | 5391110 - Hospital Indemnity Premium | 12/05/2025 | 12/31/2025 | 0.00 | 107.62 |
| INV0004294 | 5391110 - Short Term Disability Premium | 12/05/2025 | 12/31/2025 | 0.00 | 529.01 |
| INV0004295 | 5391110 - Vision Insurance Premium | 12/05/2025 | 12/31/2025 | 0.00 | 828.21 |
| INV0004296 | 5391110 - Voluntary AD&D Premium | 12/05/2025 | 12/31/2025 | 0.00 | 48.62 |
| INV0004297 | 5391110 - Voluntary Life Ins Premium | 12/05/2025 | 12/31/2025 | 0.00 | 498.75 |
| INV0004379 | 5391110 - Accident Insurance | 12/19/2025 | 12/19/2025 | 0.00 | 486.81 |
| INV0004380 | 5391110 - Critical Illness Premium | 12/19/2025 | 12/31/2025 | 0.00 | 279.80 |
| INV0004386 | 5391110 - Basic Group AD&D Premium | 12/19/2025 | 12/19/2025 | 0.00 | 0.33 |
| INV0004387 | 5391110 - Basic Group Life Insurance Premium | 12/19/2025 | 12/19/2025 | 0.00 | 429.02 |
| INV0004389 | 5391110 - Hospital Indemnity Premium | 12/19/2025 | 12/31/2025 | 0.00 | 103.44 |

| | | | | | |
|---|---|---|---|---|---|
| INV0004400 | 5391110 - Short Term Disability Premium | 12/19/2025 | 12/31/2025 | 0.00 | 524.68 |
| INV0004401 | 5391110 - Vision Insurance Premium | 12/19/2025 | 12/31/2025 | 0.00 | 908.70 |
| INV0004402 | 5391110 - Voluntary AD&D Premium | 12/19/2025 | 12/31/2025 | 0.00 | 47.45 |
| INV0004403 | 5391110 - Voluntary Life Ins Premium | 12/19/2025 | 12/31/2025 | 0.00 | 477.21 |

**Vendor Number** 033575 **Vendor Name** Modern Copy Systems **Total Vendor Amount** 284.00

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8904 | 12/19/2025 | 284.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 60855 | Cartridges | 12/05/2025 | 01/04/2026 | 0.00 | 284.00 |

**Vendor Number** 015960 **Vendor Name** Montgomery County Action Council **Total Vendor Amount** 200.00

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8905 | 12/19/2025 | 200.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 2013 | Board Meeting Meal | 11/20/2025 | 12/20/2025 | 0.00 | 200.00 |

**Vendor Number** 016021 **Vendor Name** Montgomery County Treasurer **Total Vendor Amount** 19.04

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80580 | 12/19/2025 | 19.04 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 2564378 | Jefferson Subdivision Property Tax | 11/01/2025 | 12/19/2025 | 0.00 | 19.04 |

**Vendor Number** 033867 **Vendor Name** N.E.O. Fab **Total Vendor Amount** 8,160.00

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80581 | 12/19/2025 | 8,160.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 8475 | Dumpsters and parts | 05/01/2025 | 05/31/2025 | 0.00 | 8,160.00 |

**Vendor Number** 037078 **Vendor Name** National Industrial & Safety Supply **Total Vendor Amount** 287.76

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8906 | 12/19/2025 | 287.76 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 49487 | Gloves | 12/02/2025 | 01/01/2026 | 0.00 | 287.76 |

**Vendor Number** 018120 **Vendor Name** O'Reilly Auto Parts **Total Vendor Amount** 287.72

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80582 | 12/19/2025 | 287.72 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 0154-282100 | Antifreeze for Winterizing Ballfield | 11/06/2025 | 12/06/2025 | 0.00 | 55.92 |
| 0154-283911 | Garage Door Opener Batteries | 11/17/2025 | 12/17/2025 | 0.00 | 12.99 |
| 0154-284991 | Hose Nozzle, Vehicle Wash Soap | 11/23/2025 | 12/23/2025 | 0.00 | 27.97 |
| 0154-286849 | Battery for Trackhoe | 12/05/2025 | 01/04/2026 | 0.00 | 111.55 |
| 0154-287421 | Clutch Pilot Bearing | 12/09/2025 | 01/08/2026 | 0.00 | 22.24 |
| 0154-287470 | Engine Degreaser, and Brake Cleaner | 12/09/2025 | 01/08/2026 | 0.00 | 29.45 |
| 0154-287962 | Power Belt | 12/12/2025 | 01/11/2026 | 0.00 | 16.60 |
| 0154-288025 | Wind Shield Wiper for M2 | 12/12/2025 | 01/11/2026 | 0.00 | 11.00 |

**Vendor Number** 032859 **Vendor Name** Pace Analytical Services **Total Vendor Amount** 407.00

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8907 | 12/19/2025 | 407.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 2560238797 | Analytical Charges | 12/02/2025 | 01/01/2026 | 0.00 | 407.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038152 | Pappas Hayden Westberg & Jackson PC | 498.79 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80583 | 12/19/2025 | 498.79 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004411 | [redacted] | 12/19/2025 | 12/19/2025 | 0.00 | 498.79 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037591 | Pioneer Research Corporation | 1,427.59 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8908 | 12/19/2025 | 1,427.59 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 267465 | Root Control | 11/13/2025 | 12/13/2025 | 0.00 | 1,427.59 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 036591 | Premier Truck Group Of Tulsa | 1,222.93 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80584 | 12/19/2025 | 1,222.93 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 12588161 | Camera Service | 11/20/2025 | 12/20/2025 | 0.00 | 1,222.93 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 021300 | Resource Recovery Div 4392 | 12,065.30 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8909 | 12/19/2025 | 12,065.30 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 4392-000009239 | Landfill | 12/15/2025 | 01/14/2026 | 0.00 | 12,065.30 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 032080 | Sandifer Engineering | 334.80 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8910 | 12/19/2025 | 334.80 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 60326 | Alarm Panel Service Call | 12/08/2025 | 01/07/2026 | 0.00 | 334.80 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 022110 | Sayers Ace Hardware Inc. | 213.68 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80585 | 12/19/2025 | 213.68 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| K98901 | Sink Bowl/Misc Plumbing Materials | 12/09/2025 | 01/08/2026 | 0.00 | 200.69 |
| K98940 | Hose Part | 12/10/2025 | 01/09/2026 | 0.00 | 12.99 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038159 | Schindler Elevator Corporation | 3,043.50 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80586 | 12/19/2025 | 3,043.50 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 4607317504 | PT Elevator Service Agreement | 12/01/2025 | 12/01/2025 | 0.00 | 3,043.50 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 036202 | Security 1st Title LLC | 2,145.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80587 | 12/19/2025 | 2,145.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 3166870 | 521 S. Laurel | 12/09/2025 | 01/08/2026 | 0.00 | 195.00 |
| 3166933 | 615 Fountain | 12/10/2025 | 01/09/2026 | 0.00 | 195.00 |
| 3166938 | 410 E. Edison | 12/12/2025 | 01/11/2026 | 0.00 | 195.00 |
| 3166939 | 224 S. 15th | 12/11/2025 | 01/10/2026 | 0.00 | 195.00 |
| 3166954 | 425 S. 18th | 12/13/2025 | 01/12/2026 | 0.00 | 195.00 |
| 3166957 | 428 S. 14th | 12/12/2025 | 01/11/2026 | 0.00 | 195.00 |
| 3166959 | 516 S. Wald | 12/09/2025 | 01/08/2026 | 0.00 | 195.00 |

| | | | | | |
|---|---|---|---|---|---|
| 3166962 | O&E 504 S. Wald | 12/11/2025 | 01/10/2026 | 0.00 | 195.00 |
| 3166966 | 508 E. Main St. | 12/11/2025 | 01/10/2026 | 0.00 | 195.00 |
| 3166967 | 508 S. 2nd | 12/11/2025 | 01/10/2026 | 0.00 | 195.00 |
| 3167016 | 700 S. 16th | 12/11/2025 | 01/10/2026 | 0.00 | 195.00 |

**Vendor Number** 024137 **Vendor Name** The Car Shop, Inc. **Total Vendor Amount** 844.31

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8911 | 12/19/2025 | 844.31 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 17752 | 402 Serviced | 12/05/2025 | 01/04/2026 | 0.00 | 844.31 |

**Vendor Number** 034515 **Vendor Name** Tidy Whitie's Laundromat **Total Vendor Amount** 22.50

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8912 | 12/19/2025 | 22.50 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 6756 | Wash and Fold | 12/09/2025 | 01/08/2026 | 0.00 | 22.50 |

**Vendor Number** 024660 **Vendor Name** Twigs Floral & Gifts **Total Vendor Amount** 150.00

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80588 | 12/19/2025 | 150.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 1520 | Awards Banquet Basket | 12/16/2025 | 01/15/2026 | 0.00 | 150.00 |

**Vendor Number** 038097 **Vendor Name** U.S. Department of Treasury **Total Vendor Amount** 110.07

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80589 | 12/19/2025 | 110.07 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004410 | [redacted] | 12/19/2025 | 12/19/2025 | 0.00 | 110.07 |

**Vendor Number** 036512 **Vendor Name** US Cellular **Total Vendor Amount** 653.76

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80590 | 12/19/2025 | 653.76 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 0768386813 | Park- Zoo- Cemetery radios | 11/10/2025 | 12/10/2025 | 0.00 | 653.76 |

**Vendor Number** 034817 **Vendor Name** Washer Specialties Co **Total Vendor Amount** 364.25

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8913 | 12/19/2025 | 364.25 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 21025525 | Frig Door Gasket | 10/20/2025 | 12/19/2025 | 0.00 | 256.62 |
| 21047168 | Range Oven Control | 12/08/2025 | 01/07/2026 | 0.00 | 73.49 |
| 21047192 | Dryer Repair Kit | 12/08/2025 | 01/07/2026 | 0.00 | 34.14 |

**Vendor Number** 035913 **Vendor Name** Waters Hardware **Total Vendor Amount** 995.90

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8914 | 12/19/2025 | 995.90 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 6507/P | Cust no 72182 - Aluminium Rivets | 09/02/2025 | 10/02/2025 | 0.00 | 10.39 |
| 7441/P | Cust no 72178 - 16 pack of AA Batteries | 11/26/2025 | 12/26/2025 | 0.00 | 14.99 |
| 7552/P | Cust no 72183 - Disposal/Pigtails | 12/09/2025 | 01/08/2026 | 0.00 | 321.96 |
| 7556/P | Cust no 72177 - Parts | 12/09/2025 | 01/08/2026 | 0.00 | 35.42 |
| 7564/P | Cust no 72177 - Parts | 12/09/2025 | 01/08/2026 | 0.00 | 27.97 |
| 7598/P | Cust no 72183 - Faucet/Carpet Kicker | 12/12/2025 | 01/11/2026 | 0.00 | 348.94 |
| 7623/P | Cust no 72183 - Auger | 12/15/2025 | 01/14/2026 | 0.00 | 38.99 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 7629/P | Cust no 72183 - Casters/Bolts/Screws | 12/15/2025 | 01/14/2026 | 0.00 | 197.24 | |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038276 | Wilson County Hospital | 205.55 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Check | 80591 | 12/19/2025 | 205.55 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| INV0004412 | [redacted] | 12/19/2025 | 12/19/2025 | 0.00 | 205.55 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 034744 | Woods Lumber Company | 8,453.87 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| EFT | 8915 | 12/19/2025 | 8,453.87 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 624858 | Drain cleaner | 12/01/2025 | 12/31/2025 | 0.00 | 16.99 |
| 624935 | Plug | 12/02/2025 | 01/01/2026 | 0.00 | 2.59 |
| 625112 | Foam | 12/03/2025 | 01/02/2026 | 0.00 | 54.05 |
| 625253 | 705 North Penn Cabinets | 12/04/2025 | 01/03/2026 | 0.00 | 7,000.00 |
| 625275 | Plumbing materials | 12/04/2025 | 01/03/2026 | 0.00 | 30.48 |
| 625280 | Filters | 12/04/2025 | 01/03/2026 | 0.00 | 762.88 |
| 625353 | Duct tape | 12/05/2025 | 01/04/2026 | 0.00 | 30.90 |
| 625412 | 409 Parts | 12/05/2025 | 01/04/2026 | 0.00 | 13.96 |
| 625417 | Stapler | 12/05/2025 | 01/04/2026 | 0.00 | 40.48 |
| 625445 | Auger Drain | 12/05/2025 | 01/04/2026 | 0.00 | 15.99 |
| 625605 | Clamp/Screws | 12/09/2025 | 01/08/2026 | 0.00 | 22.07 |
| 625770 | Fascia | 12/09/2025 | 01/08/2026 | 0.00 | 110.27 |
| 625980 | Tumblers | 12/10/2025 | 01/09/2026 | 0.00 | 265.00 |
| 626378 | Plumbing Materials | 12/15/2025 | 01/14/2026 | 0.00 | 88.21 |

# Payment Summary

| Bank Code | Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|---|
| General | Check | 55 | 32 | 0.00 | 34,776.30 |
| General | EFT | 2 | 2 | 0.00 | 422,258.75 |
| General | Voided **Void EFT | 0 | 2 | 0.00 | 0.00 |
| General | EFT | 18 | 1 | 0.00 | 6,578.88 |
| General | Voided **Void EFT | 0 | 1 | 0.00 | 0.00 |
| General | EFT | 4 | 4 | 0.00 | 51,298.45 |
| General | Voided **Void EFT | 0 | 1 | 0.00 | 0.00 |
| General | EFT | 1 | 1 | 0.00 | 5.00 |
| General | Voided **Void EFT | 0 | 1 | 0.00 | 0.00 |
| General | EFT | 2 | 1 | 0.00 | 7,325.90 |
| General | Voided **Void EFT | 0 | 3 | 0.00 | 0.00 |
| General | EFT | 92 | 25 | 0.00 | 64,940.07 |
| General | Voided **Void EFT | 0 | 1 | 0.00 | 0.00 |
| General | EFT | 13 | 11 | 0.00 | 296,161.57 |
| General | Voided **Void EFT | 0 | 1 | 0.00 | 0.00 |
| | **Packet Totals:** | **187** | **87** | **0.00** | **883,344.92** |

## Cash Fund Summary

| Fund | Name | | Amount |
|---|---|---|---|
| 099 | Pooled Cash | | -883,344.92 |
| | | **Packet Totals:** | **-883,344.92** |

DECEMBER 2025 DRAFT

$ 290,108.88

City of Independence

# Vendor History Report

## By Vendor Name

Posting Date Range 12/31/2025 - 12/31/2025

Payment Date Range -

| Payable Number / Item Description | Description / Units | Price / Amount | Post Date / Account Number | 1099 / Payment Number | Payment Date / Account Name | Amount / Dist Amount | Shipping | Tax | Discount | Net | Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Vendor Set: 01 - City of Independence** | | | | | | | | | | | |
| **037209 - First National Bank Of Omaha** | | | | | | **29,445.37** | **0.00** | **54.27** | **0.00** | **29,499.64** | **29,499.64** |
| 001-001008582 | Historical Tax Credit Applicaiton - Mem Hal | | 12/31/2025 | DFT0005422 | 12/31/2025 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 | 1,500.00 |
| Mem Hall Historical Tax | 0.00 | 0.00 1,500.00 | 001-046-60000 | | Other Professional Services | 1,500.00 | | | | | |
| 00133895 | Brownies/Cookies for KS Leadership Cente | | 12/31/2025 | DFT0005479 | 12/31/2025 | 91.71 | 0.00 | 0.00 | 0.00 | 91.71 | 91.71 |
| Brownies/Cookies for K | 1.00 | 91.71 91.71 | 979-070-70050 | | Meetings | 91.71 | | | | | |
| 00396346 | Hub for Trailer | | 12/31/2025 | DFT0005388 | 12/31/2025 | 122.85 | 0.00 | 0.00 | 0.00 | 122.85 | 122.85 |
| Hub for Trailer | 1.00 | 122.85 122.85 | 033-062-70230 | | Equipment Repair & Maintenance | 122.85 | | | | | |
| 007311324310395444106 | Office chair & supplies | | 12/31/2025 | DFT0005526 | 12/31/2025 | 121.94 | 0.00 | 0.00 | 0.00 | 121.94 | 121.94 |
| Office chair & supplies | 1.00 | 121.94 121.94 | 001-042-70000 | | Other Operational Supplies | 11.94 | | | | | |
| | | | 001-042-70100 | | Other Small Tools & Equipment | 110.00 | | | | | |
| 0154-281884 | Battery | | 12/31/2025 | DFT0005346 | 12/31/2025 | 56.93 | 0.00 | 0.00 | 0.00 | 56.93 | 56.93 |
| Battery | 1.00 | 56.93 56.93 | 031-066-70240 | | Vehicle Repair & Maintenance Sup | 56.93 | | | | | |
| 01605622989 | Antifreeze | | 12/31/2025 | DFT0005339 | 12/31/2025 | 6.99 | 0.00 | 0.00 | 0.00 | 6.99 | 6.99 |
| Antifreeze | 1.00 | 6.99 6.99 | 031-066-70240 | | Vehicle Repair & Maintenance Sup | 6.99 | | | | | |
| 02430232410418212 | Lunch for training | | 12/31/2025 | DFT0005405 | 12/31/2025 | 22.51 | 0.00 | 0.00 | 0.00 | 22.51 | 22.51 |
| Lunch for training | 1.00 | 22.51 22.51 | 001-021-60760 | | Training | 22.51 | | | | | |
| 03931923310391477186 | Reptile lights | | 12/31/2025 | DFT0005369 | 12/31/2025 | 57.62 | 0.00 | 0.00 | 0.00 | 57.62 | 57.62 |
| Reptile lights | 1.00 | 57.62 57.62 | 001-042-70000 | | Other Operational Supplies | 11.66 | | | | | |
| | | | 001-042-70220 | | Grounds Repair & Maintenance Su | 45.96 | | | | | |
| 04596686488404936615 | diets and Christmas | | 12/31/2025 | DFT0005518 | 12/31/2025 | 86.73 | 0.00 | 0.00 | 0.00 | 86.73 | 86.73 |
| diets and Christmas | 1.00 | 86.73 86.73 | 001-042-70083 | | Animal Food | 35.94 | | | | | |
| | | | 040-041-80000 | | Other Capital Outlay | 50.79 | | | | | |
| 056088 | Car wash | | 12/31/2025 | DFT0005408 | 12/31/2025 | 9.86 | 0.00 | 0.00 | 0.00 | 9.86 | 9.86 |
| Car wash | 0.00 | 0.00 9.86 | 001-021-60340 | | Vehicle Repair & Maintenance | 9.86 | | | | | |
| 098321809300396473106 | Walmart - Supplies | | 12/31/2025 | DFT0005366 | 12/31/2025 | 101.68 | 0.00 | 0.00 | 0.00 | 101.68 | 101.68 |
| Supplies | 1.00 | 101.68 101.68 | 001-046-70000 | | Other Operational Supplies | 101.68 | | | | | |
| 100-1007151 | equip maint | | 12/31/2025 | DFT0005374 | 12/31/2025 | 280.00 | 0.00 | 0.00 | 0.00 | 280.00 | 280.00 |
| equip maint | 1.00 | 280.00 280.00 | 001-043-70230 | | Equipment Repair & Maintenance | 280.00 | | | | | |
| 1001967507 | New hoses for spreader 502 | | 12/31/2025 | DFT0005424 | 12/31/2025 | 137.22 | 0.00 | 0.00 | 0.00 | 137.22 | 137.22 |
| New hoses for spreader | 1.00 | 137.22 137.22 | 001-033-70230 | | Equipment Repair & Maintenance | 137.22 | | | | | |
| 1002973979 | Pest Control | | 12/31/2025 | DFT0005480 | 12/31/2025 | 125.98 | 0.00 | 0.00 | 0.00 | 125.98 | 125.98 |

| Payable Number / Item Description | Description / Units | Post Date / Price | 1099 / Amount | Payment Number / Account Number | Payment Date / Account Name | Amount / Dist Amount | Shipping | Tax | Discount | Net | Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Pest Control | 1.00 | 125.98 | 125.98 | 981-070-70100 | Other Small Tools & Equipment | 125.98 | | | | | |
| 101-1113-086899 | Green dot | 12/31/2025 | | DFT0005416 | 12/31/2025 | 459.99 | 0.00 | 43.70 | 0.00 | 503.69 | 503.69 |
| Green dot | 1.00 | 459.99 | 503.69 | 001-021-70120 | Specialized Equipment | 503.69 | | | | | |
| 10805 | Attorney Fees Land Bank | 12/31/2025 | | DFT0005486 | 12/31/2025 | 285.00 | 0.00 | 0.00 | 0.00 | 285.00 | 285.00 |
| Land Bank Attorney Fee | 0.00 | 0.00 | 285.00 | 990-070-60000 | Other Professional Services | 285.00 | | | | | |
| 111-0045048-0044207 | Padlock | 12/31/2025 | | DFT0005391 | 12/31/2025 | 209.97 | 0.00 | 0.00 | 0.00 | 209.97 | 209.97 |
| Padlock | 1.00 | 209.97 | 209.97 | 033-062-70100 | Other Small Tools & Equipment | 209.97 | | | | | |
| 111-0104792-4113025 | Courtroom Elect | 12/31/2025 | | DFT0005402 | 12/31/2025 | 77.76 | 0.00 | 0.00 | 0.00 | 77.76 | 77.76 |
| Courtroom | 1.00 | 77.76 | 77.76 | 001-009-70010 | Office Supplies | 77.76 | | | | | |
| 111-0363431-1301876 | Key Tags | 12/31/2025 | | DFT0005383 | 12/31/2025 | 22.98 | 0.00 | 0.00 | 0.00 | 22.98 | 22.98 |
| Key Tags | 1.00 | 22.98 | 22.98 | 033-062-70100 | Other Small Tools & Equipment | 22.98 | | | | | |
| 111-0635562-0839410 | Ear Piece | 12/31/2025 | | DFT0005389 | 12/31/2025 | 147.53 | 0.00 | 0.00 | 0.00 | 147.53 | 147.53 |
| Ear Piece | 1.00 | 147.53 | 147.53 | 001-033-70100 | Other Small Tools & Equipment | 147.53 | | | | | |
| 111-2865643-8593838 | Wet floor signs | 12/31/2025 | | DFT0005387 | 12/31/2025 | 91.98 | 0.00 | 0.00 | 0.00 | 91.98 | 91.98 |
| Wet floor signs | 1.00 | 91.98 | 91.98 | 033-062-60740 | Safety/First Aid | 91.98 | | | | | |
| 1113398236894765 | 2024 Drawing prize employee banquet | 12/31/2025 | | DFT0005380 | 12/31/2025 | 154.43 | 0.00 | 0.00 | 0.00 | 154.43 | 154.43 |
| 2024 Drawing prize emp | 0.00 | 0.00 | 154.43 | 001-009-50200 | Other Employee Benefits | 154.43 | | | | | |
| 111-3655441-5679445 | Steel Package Box | 12/31/2025 | | DFT0005392 | 12/31/2025 | 299.99 | 0.00 | 0.00 | 0.00 | 299.99 | 299.99 |
| Steel Package Box | 1.00 | 299.99 | 299.99 | 033-062-70210 | Building Repair & Maintenance Sup | 299.99 | | | | | |
| 111-5402265-3493023 | Phones - Amazon | 12/31/2025 | | DFT0005403 | 12/31/2025 | 224.85 | 0.00 | 0.00 | 0.00 | 224.85 | 224.85 |
| Phones - Public Works/I | 1.00 | 224.85 | 224.85 | 033-062-70100 | Other Small Tools & Equipment | 224.85 | | | | | |
| 111-5540973-4292221 | Battery | 12/31/2025 | | DFT0005384 | 12/31/2025 | 32.97 | 0.00 | 0.00 | 0.00 | 32.97 | 32.97 |
| Battery | 1.00 | 32.97 | 32.97 | 033-063-70010 | Office Supplies | 32.97 | | | | | |
| 111-6339147-4358664 | Computer - Frances | 12/31/2025 | | DFT0005404 | 12/31/2025 | 906.68 | 0.00 | 0.00 | 0.00 | 906.68 | 906.68 |
| Laptop - Frances | 1.00 | 906.68 | 906.68 | 033-063-70100 | Other Small Tools & Equipment | 906.68 | | | | | |
| 111-7002185-3228263 | Wireless Mouse | 12/31/2025 | | DFT0005382 | 12/31/2025 | 20.98 | 0.00 | 0.00 | 0.00 | 20.98 | 20.98 |
| Wireless Mouse | 1.00 | 20.98 | 20.98 | 033-062-70100 | Other Small Tools & Equipment | 20.98 | | | | | |
| 111-7609067-2868245 | Charging station and cords | 12/31/2025 | | DFT0005386 | 12/31/2025 | 64.84 | 0.00 | 0.00 | 0.00 | 64.84 | 64.84 |
| Charging station and co | 1.00 | 64.84 | 64.84 | 033-062-70100 | Other Small Tools & Equipment | 64.84 | | | | | |
| 111-9504954-2810641 | Keyboard | 12/31/2025 | | DFT0005451 | 12/31/2025 | 31.20 | 0.00 | 0.00 | 0.00 | 31.20 | 31.20 |
| Keyboard | 1.00 | 31.20 | 31.20 | 001-027-70010 | Office Supplies | 31.20 | | | | | |
| 112-3780739-7957052 | Tarp | 12/31/2025 | | DFT0005523 | 12/31/2025 | 99.99 | 0.00 | 0.00 | 0.00 | 99.99 | 99.99 |
| Tarp | 1.00 | 99.99 | 99.99 | 001-042-70220 | Grounds Repair & Maintenance Su | 99.99 | | | | | |
| 112-5585167-2064231 | exhibit maint | 12/31/2025 | | DFT0005532 | 12/31/2025 | 230.61 | 0.00 | 0.00 | 0.00 | 230.61 | 230.61 |
| exhibit maint | 1.00 | 230.61 | 230.61 | 001-042-70100 | Other Small Tools & Equipment | 230.61 | | | | | |
| 112-5851073-6002624 | Steering control dampers | 12/31/2025 | | DFT0005367 | 12/31/2025 | 34.98 | 0.00 | 0.00 | 0.00 | 34.98 | 34.98 |
| Steering control dampe | 1.00 | 34.98 | 34.98 | 001-043-70230 | Equipment Repair & Maintenance S | 34.98 | | | | | |

| Payable Number / Item Description | Description / Units | Price | Post Date / Amount | 1099 / Account Number | Payment Number / Account Name | Payment Date / Dist Amount | Amount | Shipping | Tax | Discount | Net | Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 113-0350028-5945823 | Space Heater | | 12/31/2025 | | DFT0005349 | 12/31/2025 | 77.98 | 0.00 | 0.00 | 0.00 | 77.98 | 77.98 |
| Space Heater | 1.00 | 77.98 | 77.98 | 031-066-70100 | | Other Small Tools & Equipment | | 77.98 | | | | |
| 113-2740949-0764267 | Air filter regulator | | 12/31/2025 | | DFT0005454 | 12/31/2025 | 95.49 | 0.00 | 0.00 | 0.00 | 95.49 | 95.49 |
| Air filter regulator | 1.00 | 95.49 | 95.49 | 033-061-70230 | | Equipment Repair & Maintenance S | | 95.49 | | | | |
| 113-3291548-8328211 | Dashboard for 523 | | 12/31/2025 | | DFT0005425 | 12/31/2025 | 26.00 | 0.00 | 0.00 | 0.00 | 26.00 | 26.00 |
| Dashboard for 523 | 1.00 | 26.00 | 26.00 | 001-033-70240 | | Vehicle Repair & Maintenance Sup | | 26.00 | | | | |
| 113-5080341-6277029 | Fuel Tester | | 12/31/2025 | | DFT0005344 | 12/31/2025 | 43.26 | 0.00 | 0.00 | 0.00 | 43.26 | 43.26 |
| Fuel Tester | 1.00 | 43.26 | 43.26 | 031-066-70100 | | Other Small Tools & Equipment | | 43.26 | | | | |
| 113-6318822-2940236 | Generator Cover | | 12/31/2025 | | DFT0005342 | 12/31/2025 | 30.94 | 0.00 | 0.00 | 0.00 | 30.94 | 30.94 |
| Generator Cover | 1.00 | 30.94 | 30.94 | 031-066-70100 | | Other Small Tools & Equipment | | 30.94 | | | | |
| 113-7516761-1724242 | Gutter Drain Guard | | 12/31/2025 | | DFT0005452 | 12/31/2025 | 67.86 | 0.00 | 0.00 | 0.00 | 67.86 | 67.86 |
| Gutter Drain Guard | 1.00 | 67.86 | 67.86 | 033-061-70220 | | Grounds Repair & Maintenance Su | | 67.86 | | | | |
| 113-7634828-1992268 | Scissors | | 12/31/2025 | | DFT0005453 | 12/31/2025 | 23.37 | 0.00 | 0.00 | 0.00 | 23.37 | 23.37 |
| Scissors | 1.00 | 23.37 | 23.37 | 033-061-70010 | | Office Supplies | | 23.37 | | | | |
| 113-7924839-4230626 | 523 Dashboard Trim | | 12/31/2025 | | DFT0005426 | 12/31/2025 | 69.99 | 0.00 | 0.00 | 0.00 | 69.99 | 69.99 |
| 523 Dashboard Trim | 1.00 | 69.99 | 69.99 | 001-033-70240 | | Vehicle Repair & Maintenance Sup | | 69.99 | | | | |
| 114-0216853-1513806 | computer accessories | | 12/31/2025 | | DFT0005516 | 12/31/2025 | 73.88 | 0.00 | 0.00 | 0.00 | 73.88 | 73.88 |
| computer accessories | 1.00 | 73.88 | 73.88 | 001-041-70100 | | Other Small Tools & Equipment | | 40.44 | | | | |
| | | | | 001-042-70100 | | Other Small Tools & Equipment | | 33.44 | | | | |
| 114-0256557-8447427 | smoke detector maint | | 12/31/2025 | | DFT0005509 | 12/31/2025 | 52.33 | 0.00 | 0.00 | 0.00 | 52.33 | 52.33 |
| smoke detector maint | 1.00 | 52.33 | 52.33 | 001-041-70210 | | Building Repair & Maintenance Sup | | 26.16 | | | | |
| | | | | 001-042-70210 | | Building Repair & Maintenance Sup | | 26.17 | | | | |
| 114-1020285-7270666 | Solar spot lights | | 12/31/2025 | | DFT0005505 | 12/31/2025 | 29.99 | 0.00 | 0.00 | 0.00 | 29.99 | 29.99 |
| Solar spot lights | 1.00 | 29.99 | 29.99 | 001-042-70220 | | Grounds Repair & Maintenance Su | | 29.99 | | | | |
| 114-1075994-4661021 | Padlocks & bulletin board | | 12/31/2025 | | DFT0005514 | 12/31/2025 | 70.22 | 0.00 | 0.00 | 0.00 | 70.22 | 70.22 |
| Padlocks & bulletin boa | 1.00 | 70.22 | 70.22 | 001-041-60740 | | Safety/First Aid | | 9.69 | | | | |
| | | | | 001-041-70210 | | Building Repair & Maintenance Sup | | 29.00 | | | | |
| | | | | 001-041-70220 | | Grounds Repair & Maintenance Su | | 21.84 | | | | |
| | | | | 001-042-60740 | | Safety/First Aid | | 9.69 | | | | |
| 114-1075994-4661021CM | returned items | | 12/31/2025 | | DFT0005499 | 12/31/2025 | -19.38 | 0.00 | 0.00 | 0.00 | -19.38 | -19.38 |
| returned items | -1.00 | 19.38 | -19.38 | 001-041-70210 | | Building Repair & Maintenance Sup | | -19.38 | | | | |
| 114-1104003-5284268 | Patio heater covers | | 12/31/2025 | | DFT0005508 | 12/31/2025 | 49.07 | 0.00 | 0.00 | 0.00 | 49.07 | 49.07 |
| Patio heater covers | 1.00 | 49.07 | 49.07 | 001-041-70230 | | Equipment Repair & Maintenance S | | 49.07 | | | | |
| 114-1275057-0249867 | Office Chair wheels City Mgr Office | | 12/31/2025 | | DFT0005419 | 12/31/2025 | 25.38 | 0.00 | 0.00 | 0.00 | 25.38 | 25.38 |
| Chair Wheels | 1.00 | 25.38 | 25.38 | 001-001-70010 | | Office Supplies | | 25.38 | | | | |
| 114-2167287-0544241 | Office fridge | | 12/31/2025 | | DFT0005378 | 12/31/2025 | 144.49 | 0.00 | 0.00 | 0.00 | 144.49 | 144.49 |
| Office fridge | 1.00 | 144.49 | 144.49 | 001-011-70100 | | Other Small Tools & Equipment | | 144.49 | | | | |
| 114-2498070-1491447 | Batteries and Light Sensor | | 12/31/2025 | | DFT0005457 | 12/31/2025 | 69.84 | 0.00 | 0.00 | 0.00 | 69.84 | 69.84 |

| Payable Number / Item Description | Description / Units | Post Date / Price | 1099 / Amount | Payment Number / Account Number | Payment Date / Account Name | Amount / Dist Amount | Shipping | Tax | Discount | Net | Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Batteries and Light Sens | 1.00 | 69.84 | 69.84 | 033-064-70230 | Equipment Repair & Maintenance S | 69.84 | | | | | |
| 114-2878314-6368229 | building heaters | 12/31/2025 | | DFT0005533 | 12/31/2025 | 434.97 | 0.00 | 0.00 | 0.00 | 434.97 | 434.97 |
| building heaters | 1.00 | 434.97 | 434.97 | 001-041-80300 | Equipment | 434.97 | | | | | |
| 114-3120187-9240214 | Headphone jacks | 12/31/2025 | | DFT0005363 | 12/31/2025 | 25.97 | 0.00 | 0.00 | 0.00 | 25.97 | 25.97 |
| I.T. headset jacks | 1.00 | 25.97 | 25.97 | 001-009-70010 | Office Supplies | 25.97 | | | | | |
| 114-3233368-8318620 | Bulletin board | 12/31/2025 | | DFT0005512 | 12/31/2025 | 64.15 | 0.00 | 0.00 | 0.00 | 64.15 | 64.15 |
| Bulletin board | 1.00 | 64.15 | 64.15 | 001-041-70210 | Building Repair & Maintenance Sup | 38.49 | | | | | |
| | | | | 001-042-70210 | Building Repair & Maintenance Sup | 25.66 | | | | | |
| 114-3805748-4883449 | Air hose and fittings | 12/31/2025 | | DFT0005456 | 12/31/2025 | 60.39 | 0.00 | 0.00 | 0.00 | 60.39 | 60.39 |
| Air hose and fittings | 1.00 | 60.39 | 60.39 | 033-064-70230 | Equipment Repair & Maintenance S | 60.39 | | | | | |
| 114-4250813-7126641 | Cabinet locks, coffee, & coffee filters | 12/31/2025 | | DFT0005510 | 12/31/2025 | 55.25 | 0.00 | 0.00 | 0.00 | 55.25 | 55.25 |
| Cabinet locks, coffee, & | 1.00 | 55.25 | 55.25 | 001-041-70000 | Other Operational Supplies | 27.63 | | | | | |
| | | | | 001-042-70000 | Other Operational Supplies | 27.62 | | | | | |
| 114-4871270-5586601 | Christmas decor | 12/31/2025 | | DFT0005528 | 12/31/2025 | 138.29 | 0.00 | 0.00 | 0.00 | 138.29 | 138.29 |
| Christmas decor | 1.00 | 138.29 | 138.29 | 040-041-80000 | Other Capital Outlay | 138.29 | | | | | |
| 114-4951746-3208216 | Christmas in the park decor | 12/31/2025 | | DFT0005515 | 12/31/2025 | 70.95 | 0.00 | 0.00 | 0.00 | 70.95 | 70.95 |
| Christmas in the park de | 1.00 | 70.95 | 70.95 | 040-041-80000 | Other Capital Outlay | 70.95 | | | | | |
| 114-4991546-1573829 | Calibration Solution | 12/31/2025 | | DFT0005455 | 12/31/2025 | 43.98 | 0.00 | 0.00 | 0.00 | 43.98 | 43.98 |
| Calibration Solution | 1.00 | 43.98 | 43.98 | 033-064-70000 | Other Operational Supplies | 43.98 | | | | | |
| 114-5106212-6481068 | printer ink | 12/31/2025 | | DFT0005506 | 12/31/2025 | 37.98 | 0.00 | 0.00 | 0.00 | 37.98 | 37.98 |
| printer ink | 1.00 | 37.98 | 37.98 | 001-041-70000 | Other Operational Supplies | 18.99 | | | | | |
| | | | | 001-042-70000 | Other Operational Supplies | 18.99 | | | | | |
| 114560 | Fuel to training - Dom | 12/31/2025 | | DFT0005464 | 12/31/2025 | 19.27 | 0.00 | 0.00 | 0.00 | 19.27 | 19.27 |
| Fuel to training - Dom | 7.14 | 2.70 | 19.27 | 001-021-70040 | Gasoline | 19.27 | | | | | |
| 114-6004887-2912219 | Batteries Radio ACO | 12/31/2025 | | DFT0005421 | 12/31/2025 | 117.17 | 0.00 | 0.00 | 0.00 | 117.17 | 117.17 |
| Batteries | 1.00 | 117.17 | 117.17 | 001-029-70000 | Other Operational Supplies | 117.17 | | | | | |
| 114-6076057-0060240 | batteries | 12/31/2025 | | DFT0005409 | 12/31/2025 | 33.65 | 0.00 | 0.00 | 0.00 | 33.65 | 33.65 |
| batteries | 1.00 | 33.65 | 33.65 | 001-021-70010 | Office Supplies | 33.65 | | | | | |
| 114-6323881-6893832 | Christmas crafts | 12/31/2025 | | DFT0005511 | 12/31/2025 | 59.14 | 0.00 | 0.00 | 0.00 | 59.14 | 59.14 |
| Christmas crafts | 1.00 | 59.14 | 59.14 | 040-041-80000 | Other Capital Outlay | 59.14 | | | | | |
| 114-6555729-2916244 | Amazon - Name Plates | 12/31/2025 | | DFT0005423 | 12/31/2025 | 284.48 | 0.00 | 0.00 | 0.00 | 284.48 | 284.48 |
| Name Plates - New Com | 1.00 | 284.48 | 284.48 | 001-009-70000 | Other Operational Supplies | 284.48 | | | | | |
| 114-7024957-0893826 | park/office computer | 12/31/2025 | | DFT0005498 | 12/31/2025 | 1,499.99 | 0.00 | 0.00 | 0.00 | 1,499.99 | 1,499.99 |
| park/office computer | 1.00 | 1,499.99 | 1,499.99 | 001-041-70100 | Other Small Tools & Equipment | 1,499.99 | | | | | |
| 114-7024957-0893826CM | computer return/refund | 12/31/2025 | | DFT0005497 | 12/31/2025 | -1,499.99 | 0.00 | 0.00 | 0.00 | -1,499.99 | -1,499.99 |
| computer return/refunc | -1.00 | 1,499.99 | -1,499.99 | 001-041-70100 | Other Small Tools & Equipment | -1,499.99 | | | | | |
| 114-7177139-4912226 | office computer | 12/31/2025 | | DFT0005534 | 12/31/2025 | 1,780.99 | 0.00 | 0.00 | 0.00 | 1,780.99 | 1,780.99 |

| Payable Number / Item Description | Description / Units | Post Date / Price | 1099 / Amount | Payment Number / Account Number | Payment Date / Account Name | Amount / Dist Amount | Shipping | Tax | Discount | Net | Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|
| office computer | 1.00 | 1,780.99 | 1,780.99 | 001-041-70100 | Other Small Tools & Equipment | 1,780.99 | | | | | |
| 114-8259151-8402616 | Christmas in the park | 12/31/2025 | | DFT0005513 | 12/31/2025 | 70.22 | 0.00 | 0.00 | 0.00 | 70.22 | 70.22 |
| Christmas in the park | 1.00 | 70.22 | 70.22 | 040-041-80000 | Other Capital Outlay | 70.22 | | | | | |
| 114-8856630-9776247 | Monitors for dispatch | 12/31/2025 | | DFT0005407 | 12/31/2025 | 233.97 | 0.00 | 0.00 | 0.00 | 233.97 | 233.97 |
| Monitors for dispatch | 3.00 | 77.99 | 233.97 | 008-020-70100 | Other Small Tools & Equipment | 233.97 | | | | | |
| 114-8975741-7204267 | safety board | 12/31/2025 | | DFT0005503 | 12/31/2025 | 15.90 | 0.00 | 0.00 | 0.00 | 15.90 | 15.90 |
| safety board | 1.00 | 15.90 | 15.90 | 001-041-60740 | Safety/First Aid | 7.95 | | | | | |
| | | | | 001-042-60740 | Safety/First Aid | 7.95 | | | | | |
| 114-9444749-2300203 | filtration | 12/31/2025 | | DFT0005529 | 12/31/2025 | 149.99 | 0.00 | 0.00 | 0.00 | 149.99 | 149.99 |
| water filtration | 1.00 | 149.99 | 149.99 | 001-041-70100 | Other Small Tools & Equipment | 74.99 | | | | | |
| | | | | 001-041-70100 | Other Small Tools & Equipment | 75.00 | | | | | |
| 114-9599965-3872250 | Side Door Straps for M4, Job Shirt for M. W | 12/31/2025 | | DFT0005358 | 12/31/2025 | 122.02 | 0.00 | 0.00 | 0.00 | 122.02 | 122.02 |
| Job Shirt for M. Woldun | 1.00 | 74.99 | 74.99 | 001-026-70060 | Uniforms | 74.99 | | | | | |
| Side Door Straps for M4 | 1.00 | 47.03 | 47.03 | 001-026-70230 | Equipment Repair & Maintenance | 47.03 | | | | | |
| 114-9914807-1917022 | Christmas at the park supplies | 12/31/2025 | | DFT0005524 | 12/31/2025 | 100.25 | 0.00 | 0.00 | 0.00 | 100.25 | 100.25 |
| Christmas at the park su | 1.00 | 100.25 | 100.25 | 001-041-70000 | Other Operational Supplies | 100.25 | | | | | |
| 114-9976285-0742606 | Christmas decor | 12/31/2025 | | DFT0005520 | 12/31/2025 | 88.93 | 0.00 | 0.00 | 0.00 | 88.93 | 88.93 |
| Christmas Decor | 1.00 | 88.93 | 88.93 | 040-041-80000 | Other Capital Outlay | 88.93 | | | | | |
| 11595 | Land Bank Attorney Fees | 12/31/2025 | | DFT0005474 | 12/31/2025 | 50.00 | 0.00 | 0.00 | 0.00 | 50.00 | 50.00 |
| Land Bank Attorney Fee | 0.00 | 0.00 | 50.00 | 990-070-80400 | Special Projects | 50.00 | | | | | |
| 116428175 | Keyboard and mouse | 12/31/2025 | | DFT0005411 | 12/31/2025 | 56.98 | 0.00 | 0.00 | 0.00 | 56.98 | 56.98 |
| Keyboard and mouse | 1.00 | 28.49 | 28.49 | 008-020-70100 | Other Small Tools & Equipment | 28.49 | | | | | |
| Keyboard and mouse | 1.00 | 28.49 | 28.49 | 001-021-70100 | Other Small Tools & Equipment | 28.49 | | | | | |
| 116640429 | Toner | 12/31/2025 | | DFT0005414 | 12/31/2025 | 215.97 | 0.00 | 0.00 | 0.00 | 215.97 | 215.97 |
| Toner | 1.00 | 185.38 | 185.38 | 001-021-70010 | Office Supplies | 185.38 | | | | | |
| Toner | 1.00 | 30.59 | 30.59 | 001-021-70010 | Office Supplies | 30.59 | | | | | |
| 11750 | Land Bank Attorney Services | 12/31/2025 | | DFT0005482 | 12/31/2025 | 250.00 | 0.00 | 0.00 | 0.00 | 250.00 | 250.00 |
| Jefferson Subdivision Cc | 0.00 | 0.00 | 250.00 | 989-070-80400 | Special Projects | 250.00 | | | | | |
| 120943 | supplies and animal feed | 12/31/2025 | | DFT0005370 | 12/31/2025 | 58.96 | 0.00 | 0.00 | 0.00 | 58.96 | 58.96 |
| supplies and animal fee | 1.00 | 58.96 | 58.96 | 001-042-70000 | Other Operational Supplies | 38.97 | | | | | |
| | | | | 001-042-70083 | Animal Food | 19.99 | | | | | |
| 121317703520 | Lunch & Learn | 12/31/2025 | | DFT0005473 | 12/31/2025 | 40.00 | 0.00 | 0.00 | 0.00 | 40.00 | 40.00 |
| Lunch and Learn | 0.00 | 0.00 | 40.00 | 979-070-60000 | Other Professional Services | 40.00 | | | | | |
| 121317752789 | Lunch & Learn Registration | 12/31/2025 | | DFT0005468 | 12/31/2025 | 20.00 | 0.00 | 0.00 | 0.00 | 20.00 | 20.00 |
| Lunch & Learn | 0.00 | 0.00 | 20.00 | 979-070-60000 | Other Professional Services | 20.00 | | | | | |
| 121740 | diets | 12/31/2025 | | DFT0005432 | 12/31/2025 | 29.99 | 0.00 | 0.00 | 0.00 | 29.99 | 29.99 |
| diets | 1.00 | 29.99 | 29.99 | 001-042-70083 | Animal Food | 29.99 | | | | | |
| 122255 | diets | 12/31/2025 | | DFT0005438 | 12/31/2025 | 105.97 | 0.00 | 0.00 | 0.00 | 105.97 | 105.97 |

| Payable Number / Item Description | Description / Units | Post Date / Price | 1099 / Amount | Payment Number / Account Number | Payment Date / Account Name | Amount / Dist Amount | Shipping | Tax | Discount | Net | Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|
| diets | 1.00 | 105.97 | 105.97 | 001-042-70083 | Animal Food | 105.97 | | | | | |
| 123530 | diets and trash can | 12/31/2025 | | DFT0005440 | 12/31/2025 | 121.45 | 0.00 | 0.00 | 0.00 | 121.45 | 121.45 |
| diets and trash can | 1.00 | 121.45 | 121.45 | 001-042-70020 | Janitorial Supplies | 49.98 | | | | | |
| | | | | 001-042-70083 | Animal Food | 71.47 | | | | | |
| 123839 | diets | 12/31/2025 | | DFT0005444 | 12/31/2025 | 209.41 | 0.00 | 0.00 | 0.00 | 209.41 | 209.41 |
| diets | 1.00 | 209.41 | 209.41 | 001-042-70083 | Animal Food | 209.41 | | | | | |
| 123999 | Desert Snow training hotel stay - Dom Pow | 12/31/2025 | | DFT0005362 | 12/31/2025 | 560.28 | 0.00 | 0.00 | 0.00 | 560.28 | 560.28 |
| Desert Snow training hc | 0.00 | 0.00 | 560.28 | 001-021-60760 | Training | 560.28 | | | | | |
| 124435 | Boots and Waders | 12/31/2025 | | DFT0005390 | 12/31/2025 | 159.96 | 0.00 | 0.00 | 0.00 | 159.96 | 159.96 |
| Boots and Waders | 1.00 | 159.96 | 159.96 | 033-062-70100 | Other Small Tools & Equipment | 159.96 | | | | | |
| 124457 | Boots | 12/31/2025 | | DFT0005381 | 12/31/2025 | 10.00 | 0.00 | 0.00 | 0.00 | 10.00 | 10.00 |
| Boots | 1.00 | 10.00 | 10.00 | 033-062-70100 | Other Small Tools & Equipment | 10.00 | | | | | |
| 12635 | Cleaning supplies | 12/31/2025 | | DFT0005447 | 12/31/2025 | 548.72 | 0.00 | 0.00 | 0.00 | 548.72 | 548.72 |
| Cleaning supplies | 1.00 | 548.72 | 548.72 | 001-042-70020 | Janitorial Supplies | 548.72 | | | | | |
| 139025 | diets | 12/31/2025 | | DFT0005372 | 12/31/2025 | 216.99 | 0.00 | 0.00 | 0.00 | 216.99 | 216.99 |
| diets | 1.00 | 216.99 | 216.99 | 001-042-70083 | Animal Food | 216.99 | | | | | |
| 1395107022 | Storage pmt #B05 & #A49 | 12/31/2025 | | DFT0005415 | 12/31/2025 | 305.00 | 0.00 | 0.00 | 0.00 | 305.00 | 305.00 |
| Storage pmt #B05 & #A | 0.00 | 0.00 | 305.00 | 001-021-60310 | Building Repair & Maintenance | 305.00 | | | | | |
| 15218672 | Heat Lamps | 12/31/2025 | | DFT0005478 | 12/31/2025 | 82.68 | 0.00 | 0.00 | 0.00 | 82.68 | 82.68 |
| Heat Lamps | 1.00 | 82.68 | 82.68 | 979-070-70210 | Building Repair & Maintenance Sup | 82.68 | | | | | |
| 15218675 | Lights | 12/31/2025 | | DFT0005475 | 12/31/2025 | 72.79 | 0.00 | 0.00 | 0.00 | 72.79 | 72.79 |
| Lights | 1.00 | 72.79 | 72.79 | 979-070-70210 | Building Repair & Maintenance Sup | 72.79 | | | | | |
| 1551 | Jefferson Subdivsion Architectural Services | 12/31/2025 | | DFT0005466 | 12/31/2025 | 3,425.19 | 0.00 | 0.00 | 0.00 | 3,425.19 | 3,425.19 |
| Jefferson Subdivision Ar | 0.00 | 0.00 | 3,312.50 | 989-070-80400 | Special Projects | 3,312.50 | | | | | |
| Processing fee | 0.00 | 0.00 | 112.69 | 989-070-80400 | Special Projects | 112.69 | | | | | |
| 1566912889 | water leak identifier | 12/31/2025 | | DFT0005531 | 12/31/2025 | 197.75 | 0.00 | 0.00 | 0.00 | 197.75 | 197.75 |
| water leak identifier | 1.00 | 197.75 | 197.75 | 001-042-70220 | Grounds Repair & Maintenance Su | 197.75 | | | | | |
| 161338 | Fuel to training - Dom | 12/31/2025 | | DFT0005463 | 12/31/2025 | 38.72 | 0.00 | 0.00 | 0.00 | 38.72 | 38.72 |
| Fuel to training - Dom | 14.90 | 2.60 | 38.72 | 001-021-70040 | Gasoline | 38.72 | | | | | |
| 18904762284214790499 | holiday parade items | 12/31/2025 | | DFT0005519 | 12/31/2025 | 88.82 | 0.00 | 0.00 | 0.00 | 88.82 | 88.82 |
| holiday parad items | 1.00 | 88.82 | 88.82 | 001-041-70000 | Other Operational Supplies | 44.41 | | | | | |
| | | | | 001-042-70000 | Other Operational Supplies | 44.41 | | | | | |
| 20000140-10383298 | diets | 12/31/2025 | | DFT0005430 | 12/31/2025 | 19.99 | 0.00 | 0.00 | 0.00 | 19.99 | 19.99 |
| diets | 1.00 | 19.99 | 19.99 | 001-042-70083 | Animal Food | 19.99 | | | | | |
| 2000138-53699317 | diets | 12/31/2025 | | DFT0005530 | 12/31/2025 | 197.43 | 0.00 | 0.00 | 0.00 | 197.43 | 197.43 |
| diets | 1.00 | 197.43 | 197.43 | 001-042-70000 | Other Operational Supplies | 1.37 | | | | | |
| | | | | 001-042-70083 | Animal Food | 196.06 | | | | | |

| Payable Number / Item Description | Description / Units | Price | Post Date / Amount | 1099 / Account Number | Payment Number / Account Name | Payment Date / Dist Amount | Amount | Shipping | Tax | Discount | Net | Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2000139-01990341 | diets and bedding | | 12/31/2025 | | DFT0005441 | 12/31/2025 | 178.21 | 0.00 | 0.00 | 0.00 | 178.21 | 178.21 |
| diets and bedding | 1.00 | 178.21 | 178.21 | 001-042-70000 | | Other Operational Supplies | | 37.28 | | | | |
| | | | | 001-042-70083 | | Animal Food | | 140.93 | | | | |
| 2000140 | diets | | 12/31/2025 | | DFT0005449 | 12/31/2025 | 207.11 | 0.00 | 0.00 | 0.00 | 207.11 | 207.11 |
| diets | 1.00 | 207.11 | 207.11 | 001-042-70020 | | Janitorial Supplies | | 49.00 | | | | |
| | | | | 001-042-70083 | | Animal Food | | 158.11 | | | | |
| 2000141-28902082 | Dry cleaner and extension cords | | 12/31/2025 | | DFT0005437 | 12/31/2025 | 72.93 | 0.00 | 0.00 | 0.00 | 72.93 | 72.93 |
| Dry cleaner and extensi | 1.00 | 72.93 | 72.93 | 001-041-70100 | | Other Small Tools & Equipment | | 10.96 | | | | |
| | | | | 001-042-70220 | | Grounds Repair & Maintenance Su | | 61.97 | | | | |
| 2000141-98903211 | diets and other operational | | 12/31/2025 | | DFT0005448 | 12/31/2025 | 237.37 | 0.00 | 0.00 | 0.00 | 237.37 | 237.37 |
| diets and other operatic | 1.00 | 237.37 | 237.37 | 001-042-70000 | | Other Operational Supplies | | 24.48 | | | | |
| | | | | 001-042-70083 | | Animal Food | | 212.89 | | | | |
| 20156 | Donuts for LEPC Meeting held at IFD/EMS | | 12/31/2025 | | DFT0005355 | 12/31/2025 | 45.73 | 0.00 | 0.00 | 0.00 | 45.73 | 45.73 |
| Donuts for LEPC Meetin | 1.00 | 45.73 | 45.73 | 001-026-70050 | | Meetings | | 45.73 | | | | |
| 2026SKNCHSNGCJ3A0017 | SEK INC Board Member Registratiion | | 12/31/2025 | | DFT0005481 | 12/31/2025 | 135.57 | 0.00 | 0.00 | 0.00 | 135.57 | 135.57 |
| SEK Inc Board Member I | 0.00 | 0.00 | 135.57 | 979-070-60000 | | Other Professional Services | | 135.57 | | | | |
| 207053 | diets | | 12/31/2025 | | DFT0005445 | 12/31/2025 | 241.40 | 0.00 | 0.00 | 0.00 | 241.40 | 241.40 |
| diets | 1.00 | 241.40 | 241.40 | 001-042-70083 | | Animal Food | | 241.40 | | | | |
| 21019 | Project Content | | 12/31/2025 | | DFT0005364 | 12/31/2025 | 50.00 | 0.00 | 0.00 | 0.00 | 50.00 | 50.00 |
| SubscriptionProject Con | 0.00 | 0.00 | 50.00 | 001-046-60220 | | Software Subscriptions | | 50.00 | | | | |
| 21293C268C-20251119 | CPE Subscription | | 12/31/2025 | | DFT0005379 | 12/31/2025 | 199.00 | 0.00 | 0.00 | 0.00 | 199.00 | 199.00 |
| CPE Subscription | 0.00 | 0.00 | 199.00 | 001-011-60760 | | Training | | 199.00 | | | | |
| 2146 | small mower tool | | 12/31/2025 | | DFT0005375 | 12/31/2025 | 1,559.00 | 0.00 | 0.00 | 0.00 | 1,559.00 | 1,559.00 |
| small mower tool | 1.00 | 1,559.00 | 1,559.00 | 001-043-70100 | | Other Small Tools & Equipment | | 1,559.00 | | | | |
| 23751494 | Flowers | | 12/31/2025 | | DFT0005377 | 12/31/2025 | 85.38 | 0.00 | 0.00 | 0.00 | 85.38 | 85.38 |
| Flowers | 1.00 | 85.38 | 85.38 | 001-011-50200 | | Other Employee Benefits | | 85.38 | | | | |
| 2511-753212 | Glass Installation | | 12/31/2025 | | DFT0005485 | 12/31/2025 | 261.41 | 0.00 | 0.00 | 0.00 | 261.41 | 261.41 |
| Glass Installation | 1.00 | 261.41 | 261.41 | 984-070-70210 | | Building Repair & Maintenance Sup | | 261.41 | | | | |
| 27060228 | Hotel stay for command school training | | 12/31/2025 | | DFT0005406 | 12/31/2025 | 334.88 | 0.00 | 0.00 | 0.00 | 334.88 | 334.88 |
| Hotel stay for commanc | 0.00 | 0.00 | 316.01 | 001-021-60760 | | Training | | 316.01 | | | | |
| Food during stay | 1.00 | 18.87 | 18.87 | 001-021-60760 | | Training | | 18.87 | | | | |
| 27569891759769126900 | GV Wal HP | | 12/31/2025 | | DFT0005429 | 12/31/2025 | 18.72 | 0.00 | 0.00 | 0.00 | 18.72 | 18.72 |
| GV Wal HP | 1.00 | 18.72 | 18.72 | 001-042-70000 | | Other Operational Supplies | | 18.72 | | | | |
| 296556/034412 | Glow Bracelets for Trunk or Treat | | 12/31/2025 | | DFT0005357 | 12/31/2025 | 73.50 | 0.00 | 0.00 | 0.00 | 73.50 | 73.50 |
| Glow Bracelets for Trun | 1.00 | 73.50 | 73.50 | 001-026-70000 | | Other Operational Supplies | | 73.50 | | | | |
| 29804744284218728449 | RR 5G | | 12/31/2025 | | DFT0005428 | 12/31/2025 | 2.30 | 0.00 | 0.00 | 0.00 | 2.30 | 2.30 |
| RR 5G | 1.00 | 2.30 | 2.30 | 001-042-70000 | | Other Operational Supplies | | 2.30 | | | | |
| 30780284CM | Credit for Cancelled order of Bunker Boots | | 12/31/2025 | | DFT0005352 | 12/31/2025 | -333.60 | 0.00 | 0.00 | 0.00 | -333.60 | -333.60 |

| Payable Number / Item Description | Description / Units | Post Date / Price | 1099 / Amount | Payment Number / Account Number | Payment Date / Account Name | Amount / Dist Amount | Shipping | Tax | Discount | Net | Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Credit for Cancelled ord | -1.00 | 333.60 | -333.60 | 001-026-70060 | Uniforms | -333.60 | | | | | |
| 317001 | Tidy Whities | 12/31/2025 | | DFT0005365 | 12/31/2025 | 51.67 | 0.00 | 0.00 | 0.00 | 51.67 | 51.67 |
| Laundry | 1.00 | 51.67 | 51.67 | 001-046-60000 | Other Professional Services | 51.67 | | | | | |
| 324390699 | Cookies for Ks Leadership Center Meeting | 12/31/2025 | | DFT0005470 | 12/31/2025 | 21.84 | 0.00 | 0.00 | 0.00 | 21.84 | 21.84 |
| Cookies for KS Leadersil | 1.00 | 21.84 | 21.84 | 979-070-70050 | Meetings | 21.84 | | | | | |
| 324394895 | Cookies for KS Leadersihip Center Meeting | 12/31/2025 | | DFT0005469 | 12/31/2025 | 21.84 | 0.00 | 0.00 | 0.00 | 21.84 | 21.84 |
| Cookies for KS Leadersil | 1.00 | 21.84 | 21.84 | 979-070-70050 | Meetings | 21.84 | | | | | |
| 32896282488401936625 | Coolant | 12/31/2025 | | DFT0005351 | 12/31/2025 | 14.76 | 0.00 | 0.00 | 0.00 | 14.76 | 14.76 |
| Coolan | 1.00 | 14.76 | 14.76 | 031-066-70240 | Vehicle Repair & Maintenance Sup | 14.76 | | | | | |
| 34331425320398469186 | Misc supplies | 12/31/2025 | | DFT0005376 | 12/31/2025 | 37.87 | 0.00 | 0.00 | 0.00 | 37.87 | 37.87 |
| Misc supplies | 1.00 | 37.87 | 37.87 | 001-011-70010 | Office Supplies | 37.87 | | | | | |
| 348578/021515 | Dollar Tree - City Mgr | 12/31/2025 | | DFT0005398 | 12/31/2025 | 11.25 | 0.00 | 0.00 | 0.00 | 11.25 | 11.25 |
| City Mgr - Card & Numb | 1.00 | 11.25 | 11.25 | 001-001-70010 | Office Supplies | 11.25 | | | | | |
| 3877 | Leadership training | 12/31/2025 | | DFT0005504 | 12/31/2025 | 20.00 | 0.00 | 0.00 | 0.00 | 20.00 | 20.00 |
| Leadership training | 0.00 | 0.00 | 20.00 | 001-041-60760 | Training | 20.00 | | | | | |
| 407201 | diets | 12/31/2025 | | DFT0005442 | 12/31/2025 | 187.49 | 0.00 | 0.00 | 0.00 | 187.49 | 187.49 |
| diets | 1.00 | 187.49 | 187.49 | 001-042-70083 | Animal Food | 187.49 | | | | | |
| 4-11277 | Candles for Speaker Gifts | 12/31/2025 | | DFT0005476 | 12/31/2025 | 76.66 | 0.00 | 0.00 | 0.00 | 76.66 | 76.66 |
| SEK Inc Speaker Gifts | 1.00 | 76.66 | 76.66 | 979-070-70000 | Other Operational Supplies | 76.66 | | | | | |
| 412111 | Neewollah Breakfast | 12/31/2025 | | DFT0005393 | 12/31/2025 | 318.06 | 0.00 | 0.00 | 0.00 | 318.06 | 318.06 |
| Neewollah Breakfast | 1.00 | 318.06 | 318.06 | 033-062-70000 | Other Operational Supplies | 318.06 | | | | | |
| 43142 | Helmet Shield for Brandon Moore | 12/31/2025 | | DFT0005356 | 12/31/2025 | 60.00 | 0.00 | 0.00 | 0.00 | 60.00 | 60.00 |
| Helmet Shield for Brand | 1.00 | 60.00 | 60.00 | 001-026-70060 | Uniforms | 60.00 | | | | | |
| 446122849060236187616 | zoolloween | 12/31/2025 | | DFT0005527 | 12/31/2025 | 124.90 | 0.00 | 0.00 | 0.00 | 124.90 | 124.90 |
| zoolloween | 1.00 | 124.90 | 124.90 | 001-042-70000 | Other Operational Supplies | 124.90 | | | | | |
| 46431828312392458126 | Misc supplies | 12/31/2025 | | DFT0005521 | 12/31/2025 | 90.40 | 0.00 | 0.00 | 0.00 | 90.40 | 90.40 |
| Misc supplies | 1.00 | 90.40 | 90.40 | 001-042-70000 | Other Operational Supplies | 73.98 | | | | | |
| | | | | 001-042-70220 | Grounds Repair & Maintenance Su | 5.98 | | | | | |
| | | | | 040-041-80000 | Other Capital Outlay | 10.44 | | | | | |
| 46931618302390498146 | Supplies | 12/31/2025 | | DFT0005436 | 12/31/2025 | 59.51 | 0.00 | 0.00 | 0.00 | 59.51 | 59.51 |
| Supplies | 1.00 | 59.51 | 59.51 | 001-041-70210 | Building Repair & Maintenance Sup | 59.51 | | | | | |
| 48877555857840348781 | Janitorial Supplies | 12/31/2025 | | DFT0005418 | 12/31/2025 | 33.57 | 0.00 | 0.00 | 0.00 | 33.57 | 33.57 |
| City Hall 2nd Floor Bath | 1.00 | 33.57 | 33.57 | 001-004-70020 | Janitorial Supplies | 33.57 | | | | | |
| 4922635b1aec016aa1cfa9 | HULU | 12/31/2025 | | DFT0005420 | 12/31/2025 | 109.48 | 0.00 | 0.00 | 0.00 | 109.48 | 109.48 |
| TV Access City Hall | 0.00 | 0.00 | 109.48 | 001-009-60220 | Software Subscriptions | 109.48 | | | | | |
| 508699397627601139 60 | computer adapter | 12/31/2025 | | DFT0005507 | 12/31/2025 | 45.98 | 0.00 | 0.00 | 0.00 | 45.98 | 45.98 |
| computer adapter | 1.00 | 45.98 | 45.98 | 001-041-70100 | Other Small Tools & Equipment | 45.98 | | | | | |

| Payable Number / Item Description | Description / Units | Price | Post Date / Amount | 1099 / Account Number | Payment Number / Account Name | Payment Date / Dist Amount | Amount | Shipping | Tax | Discount | Net | Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 52004542206210745479 | Compact | | 12/31/2025 | | DFT0005385 | 12/31/2025 | 49.24 | 0.00 | 0.00 | 0.00 | 49.24 | 49.24 |
| Compact | 1.00 | 49.24 | 49.24 | 033-062-70210 | Building Repair & Maintenance Sup | 49.24 | | | | | | |
| 5393642771 | Google Services | | 12/31/2025 | | DFT0005400 | 12/31/2025 | 290.40 | 0.00 | 0.00 | 0.00 | 290.40 | 290.40 |
| Google Services | 0.00 | 0.00 | 145.20 | 001-001-60220 | Software Subscriptions | 145.20 | | | | | | |
| Housing - Google | 0.00 | 0.00 | 145.20 | 979-070-70000 | Other Operational Supplies | 145.20 | | | | | | |
| 56175 | Natl Assoc of Builders Conf | | 12/31/2025 | | DFT0005399 | 12/31/2025 | 150.00 | 0.00 | 0.00 | 0.00 | 150.00 | 150.00 |
| Registration Bldg Confe | 0.00 | 0.00 | 150.00 | 001-027-60000 | Other Professional Services | 150.00 | | | | | | |
| 571699131773762100950 | TV Screen for evidence building | | 12/31/2025 | | DFT0005413 | 12/31/2025 | 111.30 | 0.00 | 10.57 | 0.00 | 121.87 | 121.87 |
| TV Screen for evidence l | 1.00 | 111.30 | 121.87 | 001-021-70100 | Other Small Tools & Equipment | 121.87 | | | | | | |
| 591028/034641 | event items | | 12/31/2025 | | DFT0005502 | 12/31/2025 | 13.50 | 0.00 | 0.00 | 0.00 | 13.50 | 13.50 |
| event items | 1.00 | 13.50 | 13.50 | 001-041-70000 | Other Operational Supplies | 13.50 | | | | | | |
| 59143111531576287344 | Triple A batteries for Pulse Oximeters | | 12/31/2025 | | DFT0005353 | 12/31/2025 | 18.67 | 0.00 | 0.00 | 0.00 | 18.67 | 18.67 |
| Triple A batteries for Pu | 1.00 | 18.67 | 18.67 | 001-026-70230 | Equipment Repair & Maintenance S | 18.67 | | | | | | |
| 59643710531575227394 | De-icer and misc | | 12/31/2025 | | DFT0005412 | 12/31/2025 | 74.93 | 0.00 | 0.00 | 0.00 | 74.93 | 74.93 |
| De-icer and misc | 1.00 | 74.93 | 74.93 | 001-021-70240 | Vehicle Repair & Maintenance Sup | 74.93 | | | | | | |
| 624033 | mini-X reservation | | 12/31/2025 | | DFT0005373 | 12/31/2025 | 231.00 | 0.00 | 0.00 | 0.00 | 231.00 | 231.00 |
| mini x rental | 1.00 | 231.00 | 231.00 | 001-043-80100 | Grounds & Facilities | 231.00 | | | | | | |
| 628868989648628579843 | Christmas lights ZOO | | 12/31/2025 | | DFT0005446 | 12/31/2025 | 334.12 | 0.00 | 0.00 | 0.00 | 334.12 | 334.12 |
| Christmas lights ZOO | 1.00 | 334.12 | 334.12 | 001-042-70220 | Grounds Repair & Maintenance Su | 334.12 | | | | | | |
| 6802986 | Tension Band | | 12/31/2025 | | DFT0005338 | 12/31/2025 | -32.10 | 0.00 | 0.00 | 0.00 | -32.10 | -32.10 |
| Tension Band | -1.00 | 32.10 | -32.10 | 031-066-70230 | Equipment Repair & Maintenance S | -32.10 | | | | | | |
| 724878685699625581873 | Christmas in the park items | | 12/31/2025 | | DFT0005439 | 12/31/2025 | 111.29 | 0.00 | 0.00 | 0.00 | 111.29 | 111.29 |
| Christmas in the park ite | 1.00 | 111.29 | 111.29 | 040-041-80000 | Other Capital Outlay | 111.29 | | | | | | |
| 74704346204213708459 | cookie table decor | | 12/31/2025 | | DFT0005522 | 12/31/2025 | 97.46 | 0.00 | 0.00 | 0.00 | 97.46 | 97.46 |
| cookie table decor | 1.00 | 97.46 | 97.46 | 040-041-80000 | Other Capital Outlay | 97.46 | | | | | | |
| 809986084468404944605 | christmas decor and misc office supplies | | 12/31/2025 | | DFT0005525 | 12/31/2025 | 115.33 | 0.00 | 0.00 | 0.00 | 115.33 | 115.33 |
| christmas decor and mis | 1.00 | 115.33 | 115.33 | 001-041-70000 | Other Operational Supplies | 10.02 | | | | | | |
| | | | | 001-042-70000 | Other Operational Supplies | 20.06 | | | | | | |
| | | | | 040-041-80000 | Other Capital Outlay | 85.25 | | | | | | |
| 827354 | diets, misc supplies | | 12/31/2025 | | DFT0005443 | 12/31/2025 | 201.65 | 0.00 | 0.00 | 0.00 | 201.65 | 201.65 |
| diets, misc supplies | 1.00 | 201.65 | 201.65 | 001-042-70000 | Other Operational Supplies | 8.71 | | | | | | |
| | | | | 001-042-70083 | Animal Food | 32.28 | | | | | | |
| | | | | 001-042-70220 | Grounds Repair & Maintenance Su | 160.66 | | | | | | |
| 88777775869840338731 | Coffee | | 12/31/2025 | | DFT0005340 | 12/31/2025 | 29.97 | 0.00 | 0.00 | 0.00 | 29.97 | 29.97 |
| Coffee | 1.00 | 29.97 | 29.97 | 031-066-70010 | Office Supplies | 29.97 | | | | | | |
| 8993 | SeeKan Chanute Mowing | | 12/31/2025 | | DFT0005487 | 12/31/2025 | 325.00 | 0.00 | 0.00 | 0.00 | 325.00 | 325.00 |
| SeeKan Chanute Mowin | 0.00 | 0.00 | 325.00 | 982-070-60000 | Other Professional Services | 325.00 | | | | | | |
| 9043079 | Fuel to training - Dom | | 12/31/2025 | | DFT0005465 | 12/31/2025 | 35.31 | 0.00 | 0.00 | 0.00 | 35.31 | 35.31 |

| Payable Number / Item Description | Description / Units | Price | Post Date / Amount | 1099 / Account Number | Payment Number / Account Name | Payment Date / Dist Amount | Amount | Shipping | Tax | Discount | Net | Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Fuel to training - Dom | 13.59 | 2.60 | 35.31 | 001-021-70040 | Gasoline | 35.31 | | | | | | |
| 911841 | hammok supplies | | 12/31/2025 | | DFT0005434 | 12/31/2025 | 59.11 | 0.00 | 0.00 | 0.00 | 59.11 | 59.11 |
| hammock supplies | 1.00 | 59.11 | 59.11 | 001-042-70220 | Grounds Repair & Maintenance Su | 59.11 | | | | | | |
| 9152 | Chanute mowing | | 12/31/2025 | | DFT0005484 | 12/31/2025 | 260.00 | 0.00 | 0.00 | 0.00 | 260.00 | 260.00 |
| SeeKan Mowing chanut | 0.00 | 0.00 | 260.00 | 982-070-60000 | Other Professional Services | 260.00 | | | | | | |
| 9296 | SeeKan Chanute Mowing | | 12/31/2025 | | DFT0005483 | 12/31/2025 | 260.00 | 0.00 | 0.00 | 0.00 | 260.00 | 260.00 |
| SeeKan Chanute Mowin | 0.00 | 0.00 | 260.00 | 982-070-60000 | Other Professional Services | 260.00 | | | | | | |
| 954916 | Fuel | | 12/31/2025 | | DFT0005343 | 12/31/2025 | 31.80 | 0.00 | 0.00 | 0.00 | 31.80 | 31.80 |
| Fuel | 1.00 | 31.80 | 31.80 | 031-066-70040 | Gasoline | 31.80 | | | | | | |
| 97331715330398412196 | Christmas decor | | 12/31/2025 | | DFT0005433 | 12/31/2025 | 35.27 | 0.00 | 0.00 | 0.00 | 35.27 | 35.27 |
| Christmas decor | 1.00 | 35.27 | 35.27 | 001-042-70220 | Grounds Repair & Maintenance Su | 35.27 | | | | | | |
| 99312249044030805287 | concessions and office supplies | | 12/31/2025 | | DFT0005435 | 12/31/2025 | 59.33 | 0.00 | 0.00 | 0.00 | 59.33 | 59.33 |
| concessions and misc | 1.00 | 59.33 | 59.33 | 001-042-70000 | Other Operational Supplies | 20.68 | | | | | | |
| | | | | 001-042-70082 | Concessions | 38.65 | | | | | | |
| 9984608719 | Printer Ink for 301 and Captains office prin | | 12/31/2025 | | DFT0005360 | 12/31/2025 | 369.87 | 0.00 | 0.00 | 0.00 | 369.87 | 369.87 |
| Printer Ink for 301 and ( | 1.00 | 369.87 | 369.87 | 001-026-70000 | Other Operational Supplies | 369.87 | | | | | | |
| A73122/P | bottled water | | 12/31/2025 | | DFT0005347 | 12/31/2025 | 61.70 | 0.00 | 0.00 | 0.00 | 61.70 | 61.70 |
| bottled water | 1.00 | 61.70 | 61.70 | 031-066-60740 | Safety/First Aid | 61.70 | | | | | | |
| A73446/P | 250' of Wire | | 12/31/2025 | | DFT0005460 | 12/31/2025 | 142.57 | 0.00 | 0.00 | 0.00 | 142.57 | 142.57 |
| 250' of Wire | 1.00 | 142.57 | 142.57 | 033-064-70230 | Equipment Repair & Maintenance S | 142.57 | | | | | | |
| A74906/P | Wire and Bushing | | 12/31/2025 | | DFT0005462 | 12/31/2025 | 332.77 | 0.00 | 0.00 | 0.00 | 332.77 | 332.77 |
| Wire and Bushing | 1.00 | 332.77 | 332.77 | 033-064-70100 | Other Small Tools & Equipment | 332.77 | | | | | | |
| A74921/P | Crossfire String | | 12/31/2025 | | DFT0005348 | 12/31/2025 | 76.64 | 0.00 | 0.00 | 0.00 | 76.64 | 76.64 |
| Crossfire String | 1.00 | 76.64 | 76.64 | 031-066-70230 | Equipment Repair & Maintenance S | 76.64 | | | | | | |
| A97174 | Misc tools | | 12/31/2025 | | DFT0005517 | 12/31/2025 | 80.95 | 0.00 | 0.00 | 0.00 | 80.95 | 80.95 |
| Misc tools | 1.00 | 80.95 | 80.95 | 001-041-70100 | Other Small Tools & Equipment | 80.95 | | | | | | |
| A97659 | Blacktop Repair | | 12/31/2025 | | DFT0005345 | 12/31/2025 | 45.98 | 0.00 | 0.00 | 0.00 | 45.98 | 45.98 |
| Blacktop Repair | 1.00 | 45.98 | 45.98 | 031-066-70220 | Grounds Repair & Maintenance Su | 45.98 | | | | | | |
| A98790 | Electrical Materials | | 12/31/2025 | | DFT0005461 | 12/31/2025 | 159.33 | 0.00 | 0.00 | 0.00 | 159.33 | 159.33 |
| Electrical Materials | 1.00 | 159.33 | 159.33 | 033-064-70230 | Equipment Repair & Maintenance S | 159.33 | | | | | | |
| A98892 | Water line repair supplies | | 12/31/2025 | | DFT0005371 | 12/31/2025 | 71.46 | 0.00 | 0.00 | 0.00 | 71.46 | 71.46 |
| Water line repair supplı | 1.00 | 71.46 | 71.46 | 001-043-70220 | Grounds Repair & Maintenance Su | 71.46 | | | | | | |
| A99188 | Drill Bits and Piping | | 12/31/2025 | | DFT0005458 | 12/31/2025 | 89.48 | 0.00 | 0.00 | 0.00 | 89.48 | 89.48 |
| Drill bits and Piping | 1.00 | 89.48 | 89.48 | 033-064-70230 | Equipment Repair & Maintenance S | 89.48 | | | | | | |
| A99871 | Water line repair materials | | 12/31/2025 | | DFT0005368 | 12/31/2025 | 41.96 | 0.00 | 0.00 | 0.00 | 41.96 | 41.96 |
| Water line repair mater | 1.00 | 41.96 | 41.96 | 001-043-70220 | Grounds Repair & Maintenance Su | 41.96 | | | | | | |
| AD03525500077CUS | Adobe Subscription | | 12/31/2025 | | DFT0005401 | 12/31/2025 | 1,119.64 | 0.00 | 0.00 | 0.00 | 1,119.64 | 1,119.64 |

| Payable Number / Item Description | Description / Account Number | Post Date / Account Name | 1099 / Dist Amount | Payment Number | Payment Date | Amount | Shipping | Tax | Discount | Net | Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | Units | Price | Amount | | | | | | | | |
| Admin | 0.00 | 0.00 | 291.44 | 001-001-60220 | Software Subscriptions | | 291.44 | | | | |
| Finance | 0.00 | 0.00 | 244.42 | 001-011-60220 | Software Subscriptions | | 244.42 | | | | |
| Housing | 0.00 | 0.00 | 166.95 | 979-070-70000 | Other Operational Supplies | | 166.95 | | | | |
| Police | 0.00 | 0.00 | 124.94 | 001-021-60220 | Software Subscriptions | | 124.94 | | | | |
| Tax | 0.00 | 0.00 | 94.98 | 001-009-60220 | Software Subscriptions | | 94.98 | | | | |
| Public Utilities | 0.00 | 0.00 | 71.97 | 033-063-60220 | Software Subscriptions | | 71.97 | | | | |
| Park | 0.00 | 0.00 | 52.97 | 001-041-60220 | Software Subscriptions | | 52.97 | | | | |
| Code Enfo | 0.00 | 0.00 | 47.98 | 001-027-60000 | Other Professional Services | | 47.98 | | | | |
| Fire | 0.00 | 0.00 | 23.99 | 001-026-60220 | Software Subscriptions | | 23.99 | | | | |
| B03475 | Chainsaw oil, degreaser, paint | | 12/31/2025 | DFT0005450 | 12/31/2025 | 77.97 | 0.00 | 0.00 | 0.00 | 77.97 | 77.97 |
| Chainsaw oil, degreaser | 1.00 | 77.97 | 77.97 | 001-042-70220 | Grounds Repair & Maintenance Su | | 41.99 | | | | |
| | | | | 001-042-70230 | Equipment Repair & Maintenance S | | 35.98 | | | | |
| B04003 | Braces for bear drive gate | | 12/31/2025 | DFT0005431 | 12/31/2025 | 21.58 | 0.00 | 0.00 | 0.00 | 21.58 | 21.58 |
| Braces for bear drive ga | 1.00 | 21.58 | 21.58 | 001-042-70220 | Grounds Repair & Maintenance Su | | 21.58 | | | | |
| E0200XKCXT | Email | | 12/31/2025 | DFT0005395 | 12/31/2025 | 36.00 | 0.00 | 0.00 | 0.00 | 36.00 | 36.00 |
| Office Email | 0.00 | 0.00 | 36.00 | 001-009-60220 | Software Subscriptions | | 36.00 | | | | |
| E0200XKNDO | Office Email | | 12/31/2025 | DFT0005394 | 12/31/2025 | 8.00 | 0.00 | 0.00 | 0.00 | 8.00 | 8.00 |
| Office Email | 0.00 | 0.00 | 8.00 | 001-009-60220 | Software Subscriptions | | 8.00 | | | | |
| H2220-161587-2 | refund | | 12/31/2025 | DFT0005427 | 12/31/2025 | -0.22 | 0.00 | 0.00 | 0.00 | -0.22 | -0.22 |
| refund | -1.00 | 0.22 | -0.22 | 001-042-70220 | Grounds Repair & Maintenance Su | | -0.22 | | | | |
| I00561 | Gearbox and Cap Screw | | 12/31/2025 | DFT0005459 | 12/31/2025 | 93.73 | 0.00 | 0.00 | 0.00 | 93.73 | 93.73 |
| Gearbox and Cap Screw | 1.00 | 93.73 | 93.73 | 033-064-70230 | Equipment Repair & Maintenance S | | 93.73 | | | | |
| IAAI-967-KS | C. Furr Fire Investigator Recertification Fee | | 12/31/2025 | DFT0005354 | 12/31/2025 | 20.00 | 0.00 | 0.00 | 0.00 | 20.00 | 20.00 |
| Chris Furr Fire Investiga | 0.00 | 0.00 | 20.00 | 001-026-60270 | Membership Dues | | 20.00 | | | | |
| INV0004342 | Candy for Speaker Gifts | | 12/31/2025 | DFT0005471 | 12/31/2025 | 32.32 | 0.00 | 0.00 | 0.00 | 32.32 | 32.32 |
| Candy for Speaker Gifts | 1.00 | 32.32 | 32.32 | 979-070-70000 | Other Operational Supplies | | 32.32 | | | | |
| INV0004364 | Car wash for Trunk or Treat | | 12/31/2025 | DFT0005361 | 12/31/2025 | 16.42 | 0.00 | 0.00 | 0.00 | 16.42 | 16.42 |
| Car wash for Trunk or Tı | 0.00 | 0.00 | 16.42 | 001-021-60340 | Vehicle Repair & Maintenance | | 16.42 | | | | |
| INV0004367 | Dish Network | | 12/31/2025 | DFT0005350 | 12/31/2025 | 139.12 | 0.00 | 0.00 | 0.00 | 139.12 | 139.12 |
| Dish Network | 0.00 | 0.00 | 139.12 | 031-066-60550 | Television | | 139.12 | | | | |
| INV0004376 | Tissue Paper Gift | | 12/31/2025 | DFT0005467 | 12/31/2025 | 9.72 | 0.00 | 0.00 | 0.00 | 9.72 | 9.72 |
| Tissue Paper Gift | 1.00 | 9.72 | 9.72 | 979-070-70000 | Other Operational Supplies | | 9.72 | | | | |
| INV0004378 | MCAC Annuel Meeting | | 12/31/2025 | DFT0005472 | 12/31/2025 | 40.00 | 0.00 | 0.00 | 0.00 | 40.00 | 40.00 |
| MCAC Annual Meeting | 1.00 | 40.00 | 40.00 | 979-070-70050 | Meetings | | 40.00 | | | | |
| INV0004681 | microsoft office subscription | | 12/31/2025 | DFT0005500 | 12/31/2025 | 10.94 | 0.00 | 0.00 | 0.00 | 10.94 | 10.94 |
| microsoft office subscrip | 0.00 | 0.00 | 10.94 | 001-041-60220 | Software Subscriptions | | 10.94 | | | | |
| INV0004682 | microsoft office subscription | | 12/31/2025 | DFT0005501 | 12/31/2025 | 2.18 | 0.00 | 0.00 | 0.00 | 2.18 | 2.18 |
| microsoft office subscrip | 0.00 | 0.00 | 2.18 | 001-041-60220 | Software Subscriptions | | 2.18 | | | | |

| Payable Number / Item Description | Description / Units | Price | Post Date / Amount | 1099 / Account Number | Payment Number / Account Name | Payment Date / Dist Amount | Amount | Shipping | Tax | Discount | Net | Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PAG4VHHPNcM | PT INV Cards | | 12/31/2025 | | DFT0005477 | 12/31/2025 | 76.99 | 0.00 | 0.00 | 0.00 | 76.99 | 76.99 |
| PT INV Cards | 0.00 | 0.00 | 76.99 | 979-070-60000 | | Other Professional Services | | 76.99 | | | | |
| PPTXN-251357442 | Translation services | | 12/31/2025 | | DFT0005417 | 12/31/2025 | 284.40 | 0.00 | 0.00 | 0.00 | 284.40 | 284.40 |
| Translation services | 0.00 | 0.00 | 284.40 | 001-021-60000 | | Other Professional Services | | 284.40 | | | | |
| PPTXN-251357518 | Translation services | | 12/31/2025 | | DFT0005410 | 12/31/2025 | 47.40 | 0.00 | 0.00 | 0.00 | 47.40 | 47.40 |
| Translation services | 0.00 | 0.00 | 47.40 | 001-021-60000 | | Other Professional Services | | 47.40 | | | | |
| S058482 | POS Software | | 12/31/2025 | | DFT0005341 | 12/31/2025 | 30.00 | 0.00 | 0.00 | 0.00 | 30.00 | 30.00 |
| POS Software | 0.00 | 0.00 | 30.00 | 031-066-60710 | | Transaction Services | | 30.00 | | | | |
| WEB264050 | Zoll Pediatric Electrodes for EKG Monitor | | 12/31/2025 | | DFT0005359 | 12/31/2025 | 249.28 | 0.00 | 0.00 | 0.00 | 249.28 | 249.28 |
| Zoll Pediatric Electrodes | 1.00 | 249.28 | 249.28 | 001-026-70081 | | Medical Supplies | | 249.28 | | | | |
| | | | | | | **Vendors: (1) Total 01 - City of Independence:** | **29,445.37** | **0.00** | **54.27** | **0.00** | **29,499.64** | **29,499.64** |
| | | | | | | **Vendors: (1) Report Total:** | **29,445.37** | **0.00** | **54.27** | **0.00** | **29,499.64** | **29,499.64** |

City of Independence

# Payment Register

APPKT01681 - December 2025 Draft

01 - City of Independence

**Bank:** General - Community National Bank

| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|---|---|---|---|---|---|---|
| 035889 | AT&T | | | | | 12,617.08 |
| **Payment Type** | **Payment Number** | | | | **Payment Date** | **Payment Amount** |
| Bank Draft | DFT0005493 | | | | 12/31/2025 | 12,617.08 |
| **Payable Number** | **Description** | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** | |
| Dec 2025 Draft | Monthly Draft | 12/31/2025 | 01/30/2026 | 0.00 | 12,617.08 | |

| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|---|---|---|---|---|---|---|
| 036623 | AT&T | | | | | 3,245.93 |
| **Payment Type** | **Payment Number** | | | | **Payment Date** | **Payment Amount** |
| Bank Draft | DFT0005492 | | | | 12/31/2025 | 3,245.93 |
| **Payable Number** | **Description** | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** | |
| Dec 2025 Draft | Acct #831-001-4887-638 - Memorial Hall | 12/31/2025 | 01/30/2026 | 0.00 | 3,245.93 | |

| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|---|---|---|---|---|---|---|
| 034736 | AT&T Mobility | | | | | 3,295.20 |
| **Payment Type** | **Payment Number** | | | | **Payment Date** | **Payment Amount** |
| Bank Draft | DFT0005494 | | | | 12/31/2025 | 3,295.20 |
| **Payable Number** | **Description** | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** | |
| Dec 2025 Draft | Monthly First Net Telephone | 12/31/2025 | 01/30/2026 | 0.00 | 3,295.20 | |

| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|---|---|---|---|---|---|---|
| 033052 | Atmos Energy | | | | | 8,989.99 |
| **Payment Type** | **Payment Number** | | | | **Payment Date** | **Payment Amount** |
| Bank Draft | DFT0005495 | | | | 12/31/2025 | 8,989.99 |
| **Payable Number** | **Description** | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** | |
| Dec 2025 Draft | Atmos Monthly Draft | 12/31/2025 | 01/30/2026 | 0.00 | 8,989.99 | |

| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|---|---|---|---|---|---|---|
| 003431 | Blue Cross/Blue Shield Of | | | | | 109,496.17 |
| **Payment Type** | **Payment Number** | | | | **Payment Date** | **Payment Amount** |
| Bank Draft | DFT0005564 | | | | 12/31/2025 | 2,994.45 |
| **Payable Number** | **Description** | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** | |
| 023051499 Dental | Dental Insurance Premium | 01/01/2026 | 01/31/2026 | 0.00 | 2,994.45 | |
| Bank Draft | DFT0005565 | | | | 12/31/2025 | 106,501.72 |
| **Payable Number** | **Description** | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** | |
| 023051499 Health | Health Insurance Premium | 01/01/2026 | 01/31/2026 | 0.00 | 106,501.72 | |

| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|---|---|---|---|---|---|---|
| 035464 | Conoco-Phillips Fleet Services | | | | | 64.81 |
| **Payment Type** | **Payment Number** | | | | **Payment Date** | **Payment Amount** |
| Bank Draft | DFT0005552 | | | | 12/31/2025 | 64.81 |
| **Payable Number** | **Description** | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** | |
| Dec 2025 Draft | Fleet Monthly Charge | 12/31/2025 | 01/30/2026 | 0.00 | 64.81 | |

| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|---|---|---|---|---|---|---|
| 037586 | Directv | | | | | 1,140.20 |
| **Payment Type** | **Payment Number** | | | | **Payment Date** | **Payment Amount** |
| Bank Draft | DFT0005496 | | | | 12/31/2025 | 1,140.20 |
| **Payable Number** | **Description** | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** | |
| Dec 2025 Draft | Monthly Directv Draft | 12/31/2025 | 01/30/2026 | 0.00 | 1,140.20 | |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037937 | Employee Benefits Corporation | 896.92 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Bank Draft | DFT0005544 | 12/31/2025 | 132.25 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 5193457 | EBC Consolidated Fee Monthly Invoice | 12/15/2025 | 01/14/2026 | 0.00 | 132.25 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Bank Draft | DFT0005545 | 12/31/2025 | 58.33 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 5177238 | EBC Consolidated Claims Register | 12/01/2025 | 12/31/2025 | 0.00 | 58.33 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Bank Draft | DFT0005546 | 12/31/2025 | 9.92 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 5182704 | EBC Consolidated Claims Register | 12/05/2025 | 01/04/2026 | 0.00 | 9.92 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Bank Draft | DFT0005547 | 12/31/2025 | 364.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 5200997 | EBC Consolidated Claims Register | 12/15/2025 | 01/14/2026 | 0.00 | 364.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Bank Draft | DFT0005548 | 12/31/2025 | 33.50 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 5203096 | EBC Consolidated Claims Register | 12/16/2025 | 01/15/2026 | 0.00 | 33.50 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Bank Draft | DFT0005549 | 12/31/2025 | 25.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 5206765 | EBC Consolidated Claims Register | 12/19/2025 | 01/18/2026 | 0.00 | 25.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Bank Draft | DFT0005550 | 12/31/2025 | 25.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 5208281 | EBC Consolidated Claims Register | 12/22/2025 | 01/21/2026 | 0.00 | 25.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Bank Draft | DFT0005551 | 12/31/2025 | 248.92 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 5211669 | EBC Consolidated Claims Register | 12/26/2025 | 01/25/2026 | 0.00 | 248.92 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 032855 | Evergy | 71,529.59 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Bank Draft | DFT0005535 | 12/31/2025 | 71,529.59 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| Dec 2025 Draft | Evergy Monthly Draft | 12/31/2025 | 01/30/2026 | 0.00 | 71,529.59 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 038274 | Gateway Infrastructure LLC | 720.00 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Bank Draft | DFT0005537 | 12/31/2025 | 720.00 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| Dec 2025 Draft | Monthly Internet Charges | 12/31/2025 | 12/31/2025 | 0.00 | 720.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037526 | Global Payments Integrated | 34,163.45 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Bank Draft | DFT0005543 | 12/31/2025 | 34,163.45 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| Dec 2025 Draft | Monthly Draft | 12/31/2025 | 01/30/2026 | 0.00 | 34,163.45 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 013110 | Kansas Department Of Revenue - Department of Taxati | 3,288.46 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Bank Draft | DFT0005538 | 12/31/2025 | 3,288.46 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| Dec 2025 Draft | Water/Fuel Tax | 12/31/2025 | 01/30/2026 | 0.00 | 3,288.46 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 032321 | Pitney Bowes | 8,119.99 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Bank Draft | DFT0005539 | 12/31/2025 | 8,119.99 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| Dec 2025 Draft | Pitney Bowes Monthly Postage | 12/31/2025 | 01/30/2026 | 0.00 | 8,119.99 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037182 | Sparklight Business | 1,221.87 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Bank Draft | DFT0005536 | 12/31/2025 | 1,221.87 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| Dec 2025 Draft | Monthly Sparklight Draft | 12/31/2025 | 01/30/2026 | 0.00 | 1,221.87 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 035989 | Totah Communications, Inc | 56.08 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Bank Draft | DFT0005540 | 12/31/2025 | 56.08 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| Dec 2025 Draft | Totah Monthly Draft | 12/31/2025 | 01/30/2026 | 0.00 | 56.08 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037328 | Verizon Gps | 920.73 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Bank Draft | DFT0005541 | 12/31/2025 | 920.73 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| Dec 2025 Draft | Verizon Monthly Draft | 12/31/2025 | 01/30/2026 | 0.00 | 920.73 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|---|---|---|
| 037708 | Woodriver Energy LLC | 842.77 |

| Payment Type | Payment Number | Payment Date | Payment Amount |
|---|---|---|---|
| Bank Draft | DFT0005542 | 12/31/2025 | 842.77 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| 478189 | Woodriver Monthly Draft | 12/31/2025 | 01/30/2026 | 0.00 | 842.77 |

# Payment Summary

| Bank Code | Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|---|
| General | Manual Bank Draft | 25 | 25 | 0.00 | 260,609.24 |
| | **Packet Totals:** | **25** | **25** | **0.00** | **260,609.24** |

## Cash Fund Summary

| Fund | Name | | Amount |
|---|---|---|---|
| 099 | Pooled Cash | | -260,609.24 |
| | | **Packet Totals:** | **-260,609.24** |

# PAY PERIOD 12/05/2025

**GROSS**: $ 250,185.93

PAYROLL DEDUCTIONS

FEDERAL & FICA

$ 53,208.20

| KPERS DRAFTS | OGLI |
| --- | --- |
| $ 55,690.83 | $ 0 |

STATE WITHHOLDING

$ 11,028.13

PAYROLL EMPLOYEE DEDUCTIONS

$ 22,236.47

City of Independence

# Payroll Check Register

## Report Summary

Pay Period: 11/16/2025-11/29/2025

**Packet: PYPKT00497 - 12/05/2025 Payroll**
**Payroll Set: City of Independence - 01**

| Type | Count | Amount |
|---|---|---|
| Regular Checks | 1 | 0.00 |
| Manual Checks | 0 | 0.00 |
| Reversals | 0 | 0.00 |
| Voided Checks | 0 | 0.00 |
| Direct Deposits | 147 | 165,491.63 |
| **Total** | **148** | **165,491.63** |

City of Independence

# Payroll Check Register

## Report Summary

Pay Period: 11/16/2025-11/29/2025

**Packet: PYPKT00501 - 12/5/2025-2 Payroll**
**Payroll Set: City of Independence - 01**

| Type | Count | Amount |
|---|---|---|
| Regular Checks | 0 | 0.00 |
| Manual Checks | 0 | 0.00 |
| Reversals | 0 | 0.00 |
| Voided Checks | 0 | 0.00 |
| Direct Deposits | 1 | 176.05 |
| **Total** | **1** | **176.05** |

# PAY PERIOD 12/19/2025

**GROSS**: $ 257,030.91

PAYROLL DEDUCTIONS

FEDERAL & FICA

$ 56,626.13

| KPERS DRAFTS | OGLI |
| --- | --- |
| $ 57,219.67 | $ 853.13 |

STATE WITHHOLDING

$ 11,058.08

PAYROLL EMPLOYEE DEDUCTIONS

$ 19,145.51

City of Independence

# Payroll Check Register

## Report Summary

Pay Period: 11/30/2025-12/13/2025

**Packet: PYPKT00510 - 12/19/2025 Payroll**
**Payroll Set: City of Independence - 01**

| Type | Count | Amount |
|---|---|---|
| Regular Checks | 0 | 0.00 |
| Manual Checks | 0 | 0.00 |
| Reversals | 0 | 0.00 |
| Voided Checks | 0 | 0.00 |
| Direct Deposits | 149 | 157,881.79 |
| **Total** | **149** | **157,881.79** |

City of Independence

# Payroll Check Register

## Report Summary

Pay Period: 11/30/2025-12/13/2025

**Packet: PYPKT00514 - 12/19/2025-2 Payroll**
**Payroll Set: City of Independence - 01**

| Type | Count | Amount |
|---|---|---|
| Regular Checks | 0 | 0.00 |
| Manual Checks | 0 | 0.00 |
| Reversals | 0 | 0.00 |
| Voided Checks | 0 | 0.00 |
| Direct Deposits | 9 | 14,748.23 |
| **Total** | **9** | **14,748.23** |

City of Independence

# Payroll Check Register

## Report Summary

Pay Period: 11/30/2025-12/13/2025

| Type | Count | Amount |
|---|---|---|
| Regular Checks | 108 | 0.00 |
| Manual Checks | 0 | 0.00 |
| Reversals | 0 | 0.00 |
| Voided Checks | 0 | 0.00 |
| Direct Deposits | 0 | 0.00 |
| **Total** | **108** | **0.00** |