

**AGENDA**  
**Independence City Commission**  
**Thursday, November 10, 2016**  
**Veterans Room Memorial Hall 6:00 PM**

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**Call to Order**

**Pledge of Allegiance to the United States of America**

**Appointments**

Library Board of Trustees – 1 Resignation – Applications Extended to November 18, 2016

**Adoption of the Consent Agenda**

- a. **Appropriations**
  1. **A-1778**
  2. **P-1742**
- b. **Consider minutes of the October 26, 2016 City Commission meeting [CITIZENS].**
- c. **Consider proclaiming November 26, 2016 as Small Business Saturday [BUSINESS & INDUSTRY].**
- d. **Consider a resolution of support for a tax credit project applied for by Cohen Esrey Affordable Partners, LLC for 300 East Myrtle Street [CITIZENS/QUALITY OF LIFE SYSTEMS].**
- e. **Consider a request from Relay for Life to hold a 5K Run at the Park on November 19, 2016 from 8 AM until 10 AM [CITIZENS].**
- f. **Consider awarding a contract to DBI for construction and installation of the new AWOS III PT at the Independence Municipal Airport [BUSINESS & INDUSTRY].**
- g. **Consider accepting a TBRA grant in the amount of \$90,000 [CITIZENS/QUALITY OF LIFE SYSTEMS].**

**Public Hearing**

- h. **Public hearing to consider condemnation of 309 Cypress as dangerous and unsafe [CITIZENS].**

**Items for Commission Action**

- i. **Consider bids received for removal of the following previously condemned properties [CITIZENS]:**
  1. **508 S. 16<sup>th</sup>**
  2. **804 W. Main**
  3. **601 S. 1<sup>st</sup>**
  4. **609 E. Poplar**
  5. **625 N. 16<sup>th</sup>**
- j. **Consider setting the date of January 26, 2017 for public hearings to consider condemnation of the following properties as dangerous and unsafe:**
  1. **909 E. Hill**
  2. **412 N. 19<sup>th</sup>**
- k. **Consider final assessed valuation and final mill levy [CITIZENS]:**
- l. **Consider a request to override the State Historic Preservation Office for a project at 117 N. Penn in the downtown historic district [BUSINESS & INDUSTRY/CITIZENS].**

- m. Consider quotes received for replacement of the heating system at the Independence Municipal Airport round top hangar [CITIZENS].**
- n. Consider an agreement with Mike Conway to purchase one acre in the West Laurel Industrial Park with an option for a 2<sup>nd</sup> acre [CITIZENS/BUSINESS & INDUSTRY].**
- o. Consider an agreement to replace the Ash Center Roof due to hail damage [CITIZENS/EDUCATION].**

**Reports**

- p. Report on sales tax [BUSINESS & INDUSTRY].**
- q. Update on City projects [CITIZENS].**
- r. Report on City board minutes [CITIZENS].**

**Commission Comments**

**Public Concerns**

**Executive Session(s)**

**Adjournment**

**Date:** November 7, 2016  
**To:** City Commission  
**From:** Micky Webb, City Manager  
**Subject:** November 11, 2016 Commission Meeting

## **Appointments**

Library Board of Trustees – 1 Resignation – Applications extended to November 18, 2016

## **Adoption of the Consent Agenda**

### **a. Appropriations**

- 1. A-1778**
- 2. P-1742**

**b. Consider minutes of the October 26, 2016 City Commission meeting [CITIZENS].**

**c. Consider proclaiming November 26, 2016 as Small Business Saturday [BUSINESS & INDUSTRY].**

Attached is a proclamation requested by Main Street declaring November 26, 2016 as Small Business Saturday. They requested this item be added to the consent agenda. City staff recommends approval.

**d. Consider a resolution of support for a tax credit housing project applied for by Cohen Esrey Affordable Partners, LLC for 300 East Myrtle Street [CITIZENS/QUALITY OF LIFE SYSTEMS].**

Attached is a resolution of support and narrative for the proposed tax credit housing project for the former Washington School building. City staff recommends approval.

**e. Consider a request from Relay for Life to hold a 5K Run at Riverside Park on November 19, 2016 from 8 AM until 10 AM [CITIZENS].**

Attached is a request from Relay for Life, represented by Debra Caldwell to hold a 5K Run in the park on November 19, 2016 from 8 AM until 10 AM. They originally wanted to hold it in the afternoon, however, in checking with staff several buildings were checked out that day and shutting down park streets would limit access to those facilities. City staff recommends authorizing the run pending coordination with the Park and Zoo Director and obtaining special event insurance.

**f. Consider awarding a contract to DBI for construction and installation of the new AWOS III PT at the Independence Municipal Airport [BUSINESS & INDUSTRY].**

Attached is a memo and documentation relating to awarding the installation of the new AWOS III PT system at the Independence Municipal Airport. The total project cost is \$165,000, with the City share being \$16,500. City staff recommends awarding the contract to DBI.

**g. Consider accepting a TBRA grant in the amount of \$90,000 [CITIZENS/QUALITY OF LIFE SYSTEMS].**

The Independence Housing Authority applied for and received a Tenant Based Rental Assistance Grant in the amount of \$90,000. City staff recommends accepting the grant and authorizing signing any related documents.

## Public Hearing

- h. Public hearing to consider condemnation of 309 Cypress as dangerous and unsafe [CITIZENS].**

After the public hearing, the Commission will need to determine if they wish to proceed with condemnation. If so, the motion would be to adopt a resolution condemning the property and providing a certain number of days to diligently pursue repair or removal.

## Items for Commission Action

- i. Consider bids received for removal of the following previously condemned properties [CITIZENS]:**

- 1. 508 S. 16<sup>th</sup>**
- 2. 804 W. Main**
- 3. 601 S. 1<sup>st</sup>**
- 4. 609 E. Poplar**
- 5. 625 N. 16<sup>th</sup>**

The City received bids for removal of the above properties on November 3, 2016. Only one bidder, JRB, provided bids as follows:

<b>Address</b>	<b>JRB</b>
508 S 16th	\$5,800.00
804 W Main	\$5,800.00
601 S 1st	\$3,200.00
609 E Poplar	\$3,400.00
625 N 16th	\$3,800.00
<b>Total</b>	<b>\$22,000.00</b>

City staff recommends awarding the bids to JRB as noted in the above table.

- j. Consider setting the date of January 26, 2017 for public hearings to consider condemnation of the following properties as dangerous and unsafe:**

- 1. 909 E. Hill**
- 2. 412 N. 19<sup>th</sup>**

The Building Inspector will review the above properties at the meeting for consideration of setting public hearings to consider condemnation as dangerous and unsafe.

- k. Consider final assessed valuation and final mill levy [CITIZENS].**

Attached is a memo from the Finance Director/City Clerk regarding her recommendation regarding the final assessed valuation and final mill levy.

- l. Consider a request to override the State Historic Preservation Office for a project at 117 N. Penn in the downtown historic district [BUSINESS & INDUSTRY/CITIZENS].**

Attached is a letter from Jennie Chinn, State Historic Preservation Officer (SHPO) in regards to the review of a project to alter and/or improve a contributing building in the Downtown Historic District which is on the National Register. The property owner is requesting that the Commission consider overriding the SHPO. In order to do that, after investigation and a public hearing the Independence City Commission must find no alternatives and verifies that all planning has been done to minimize harm to this building and its neighbors. The city is then required to give five days' notice of such determination to the SHPO before issuing the permit for work.

- m. Consider quotes received for replacement of the heating system at the Independence Municipal Airport round top hangar [CITIZENS].**

Attached is an email recommendation from Sean Clapp of Heckman & Associates and a copy of the quotes received to replace the heating system at the round top which has recently been leased out to a new business.

- n. Consider an agreement with Mike Conway to purchase one acre in the West Laurel Industrial Park with an option for a 2<sup>nd</sup> acre [CITIZENS/BUSINESS & INDUSTRY].**

Attached is an agreement prepared by the City Attorney for sale of one acre in the West Laurel Industrial Park with an option to purchase a second acre at a later date. The City Attorney will review the agreement at the meeting.

- o. Consider an agreement to replace the Ash Center Roof due to hail damage [CITIZENS/EDUCATION].**

Attached is an email narrative from Sean Clapp of Heckman & Associates regarding replacement of the Ash Center Roof due to hail damage. As the Commission is aware, the City entered into an interlocal agreement many years ago with the school district and Recreation Commission to share expenses relating to the Ash Center. We will review this project in further detail at the meeting.

## **Reports**

- p. Report on sales tax [BUSINESS & INDUSTRY].**

Attached is the latest sales tax report.

- q. Update on City projects [CITIZENS].**

City staff will provide updates on City projects.

- r. Report on City board minutes [CITIZENS].**

Attached are minutes from the October 18, 2016 Recreation Commission meeting.

## **Commission Comments**

## **Public Concerns**

## **Executive Session(s)**

## **Adjournment**

**Date:** November 7, 2016  
**To:** City Commission  
**From:** Micky Webb, City Manager  
**Subject:** November 11, 2016 Commission Meeting

**Appointments**

Library Board of Trustees – 1 Resignation – Applications extended to November 18, 2016

**Adoption of the Consent Agenda**

**a. Appropriations**

- 1. A-1778**
- 2. P-1742**

ORDINANCE NO A – 1778

An ordinance making appropriation for the payment of certain claims. Be it ordained by the City Council of the City of Independence.

Section 1. That in order to pay the claims herein stated which have been properly audited and approved. There is hereby appropriated out of the respective funds in the City Treasury the sum for each claim.

Section 2. That this ordinance shall take effect and be in full force from and after its passage.

Approved this 10th Day of November 2016.

\_\_\_\_\_ Mayor

Attest \_\_\_\_\_ City Clerk

Ordinance #A - 1778  
\$ 956,398.49

PACKET: 18102 Payroll Entries - 10/21/1  
 VENDOR SET: 01 City of Independence+  
 BANK: AP Community National Bank

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
032014		INTERNAL REVENUE SERVICE						
	I-T1	201610212303	FEDERAL INCOME TAX WITHHELD	D 10/24/2016		17,195.85	000000	
	I-T3	201610212303	FICA WITHHELD	D 10/24/2016		22,239.80	000000	
	I-T4	201610212303	MEDICARE WITHHELD	D 10/24/2016		5,201.08	000000	44,636.73
032008		KPERS						
	I-01	201610212303	KPERS WITHHELD	D 10/25/2016		12,383.70	000000	
	I-02	201610212303	OPTIONAL GROUP LIFE INSURANCE	D 10/25/2016		133.54	000000	
	I-14	201610212303	KPERS BUYBACK	D 10/25/2016		104.97	000000	
	I-25	201610212303	OPTIONAL GROUP LIFE/C	D 10/25/2016		272.78	000000	
	I-28	201610212303	KPERS WITHHELD	D 10/25/2016		15,176.41	000000	
	I-36	201610212303	OGLI - SPOUSE	D 10/25/2016		17.80	000000	
	I-OGLI - WEBB - OCT	OGLI - WEBB - OCT 2016	D 10/25/2016			23.55	000000	28,112.75
013350		KANSAS WITHHOLDING TAX						
	I-T2	201610212303	KANSAS TAX WITHHELD	D 10/26/2016		5,837.27	000000	5,837.27

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	78,586.75	78,586.75
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	3	0.00	78,586.75	78,586.75

PACKET: 18102 Payroll Entries - 10/21/1  
VENDOR SET: 01 City of Independence+  
BANK: ALL

\*\* REGISTER GRAND TOTALS \*

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	78,586.75	78,586.75
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	3	0.00	78,586.75	78,586.75

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
01	10/2016	56,108.61CR
31	10/2016	960.06CR
33	10/2016	13,294.15CR
37	10/2016	3,782.65CR
53	10/2016	4,441.28CR
=====		
ALL		78,586.75CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
002112	ADVANCE INSURANCE COMPANY I-OCT 16 LIFE INS	ADVANCE INSURANCE COMPANY	D	11/10/2016		292.96CR	000000	292.96
003431	BLUE CROSS/BLUE SHIELD OF I-OCT16 HEALTH INS	BLUE CROSS/BLUE SHIELD OF	D	11/10/2016		69,562.36CR	000000	69,562.36
013110	KANSAS DEPARTMENT OF I-SEP 16 SALES TAX	KANSAS DEPARTMENT OF	D	11/10/2016		2,839.58CR	000000	2,839.58
032034	VALNET TELECOMMUNICATIONS I-791435	VALNET TELECOMMUNICATIONS	D	11/10/2016		113.22CR	000000	113.22
032855	WESTAR ENERGY I-ELEC BILLS 10/2016	WESTAR ENERGY	D	11/10/2016		35,222.00CR	000000	35,222.00
033052	ATMOS ENERGY I-GAS BILLS 10/2016	ATMOS ENERGY	D	11/10/2016		6,162.16CR	000000	6,162.16
033148	CABLE ONE I-ELEC BILLS 10/2016	CABLE ONE	D	11/10/2016		1,030.72CR	000000	1,030.72
035464	CONOCO-PHILLIPS FLEET SERVICES I-47435523	CONOCO-PHILLIPS FLEET SERVICES	D	11/10/2016		31.16CR	000000	31.16
035825	COMMUNITY NATIONAL BANK I-201611042328	VISA CARD	D	11/10/2016		6,985.67CR	000000	6,985.67
036007	HEARTLAND ACQUISITION LLC I-000079	HEARTLAND ACQUISITION LLC	D	11/10/2016		16.00CR	000000	16.00
033568	GALAXIE BUSINESS I-MAN CK #56750	GALAXIE BUSINESS	H	11/10/2016		25,402.22CR	056750	25,402.22
016021	MONTGOMERY COUNTY I-201611042323	ZONING APPLICATION	H	11/10/2016		150.00CR	057388	150.00
020010	QUALITY MOTORS OF INDEPEN I-201611042306	PD PICKUP TRUCK	H	11/10/2016		26,785.00CR	057389	26,785.00
002100	A.W.O.L. I-11/2016-STATEMENT	FUNDING	R	11/10/2016		2,000.00CR	057416	2,000.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
019370	AIRGAS MID SOUTH, INC.							
	I-9056296734	AIRGAS MID SOUTH, INC.	R	11/10/2016		25.96CR	057417	
	I-9056414915	AIRGAS MID SOUTH, INC.	R	11/10/2016		1,631.81CR	057417	
	I-9056438673	AIRGAS MID SOUTH, INC.	R	11/10/2016		136.19CR	057417	
	I-9056670723	AIRGAS MID SOUTH, INC.	R	11/10/2016		58.06CR	057417	1,852.02
036761	ALLSTATE BENEFITS							
	I-201611042310	CANCER POLICY	R	11/10/2016		62.91CR	057418	62.91
002370	AMERICAN WATER WORKS ASSO							
	I-7001254832	AWWA MEMBERSHIP DUES	R	11/10/2016		187.00CR	057419	187.00
002510	ASHCRAFT TIRE COMPANY INC							
	I-10851	501 FLAT	R	11/10/2016		18.11CR	057420	
	I-10861	504 FLATS	R	11/10/2016		36.23CR	057420	54.34
036777	ASSOC. THEATRICAL CONTRACTORS							
	I-143014	LIGHTING CONSOLE - MEM HA	R	11/10/2016		6,978.33CR	057421	6,978.33
035889	AT&T							
	I-DUE 111416	911 ACCT 620-336-2810	R	11/10/2016		5.15CR	057422	5.15
036623	AT&T							
	I-6336044308	AT&T	R	11/10/2016		1,409.20CR	057423	
	I-9462553300	AT&T	R	11/10/2016		1,604.85CR	057423	3,014.05
034736	AT&T MOBILITY							
	I-201611042305	CELL PHONES	R	11/10/2016		1,553.56CR	057424	1,553.56
002570	AUTO ZONE							
	I-1605156514	AUTO ZONE	R	11/10/2016		27.74CR	057425	27.74
036366	BANK OF AMERICA							
	I-40 201610212303	811-513-72/4382690-STANDRIDGE	R	11/10/2016		50.00CR	057426	50.00
003050	BARCO MUNICIPAL PRODUCTS,							
	I-IN-222372	SIGNS	R	11/10/2016		220.16CR	057427	220.16
036718	BILL'S ELECTRIC, INC							
	I-0050737-IN	BLDG D SETUP	R	11/10/2016		28,429.87CR	057428	28,429.87
035073	BLANKINSHIP ELECTRIC							
	I-614	REPLACED METER AND WIRE	R	11/10/2016		561.25CR	057429	561.25

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
003460	BOUND TREE MEDICAL LLC							
	I-82305835	BOUND TREE MEDICAL LLC	R	11/10/2016		51.33CR	057430	
	I-82309316	BOUND TREE MEDICAL LLC	R	11/10/2016		477.59CR	057430	528.92
035354	BROWN'S SHOE FIT							
	I-BOOTS - MELTON	BROWN'S SHOE FIT	R	11/10/2016		175.17CR	057431	175.17
004497	JEFF CHUBB - C/O SCOVEL,							
	I-11/2016-STATEMENT	CITY ATTORNEY'S FEES	R	11/10/2016		4,350.00CR	057432	4,350.00
004645	CITY OF INDEPENDENCE							
	I-201611042324	VARIANCE APPLICATION	R	11/10/2016		100.00CR	057433	100.00
032159	CJ'S THREADS							
	I-14456	SHIRTS	R	11/10/2016		52.00CR	057434	52.00
036325	COBAN TECHNOLOGIES, INC							
	I-12470	VISOR PLATES & PARTS	R	11/10/2016		152.00CR	057435	152.00
036467	COFFEYVILLE REGIONAL MEDICAL CENTER							
	I-G68201610212303	CS#2012CV0044C-LEPLEY	R	11/10/2016		247.59CR	057436	247.59
030166	MICHAEL H CONWAY							
	I-201611042334	CONSULTING	R	11/10/2016		2,100.00CR	057437	2,100.00
030090	DAVID J. COWAN							
	I-11012016	DAVID J. COWAN	R	11/10/2016		11.50CR	057438	
	I-11022016	DAVID J. COWAN	R	11/10/2016		87.34CR	057438	
	I-11032016	DAVID J. COWAN	R	11/10/2016		76.58CR	057438	175.42
035070	D & F SERVICES, LLC							
	I-3213	DFLOC	R	11/10/2016		13,544.10CR	057439	
	I-3220	CHLORINE DIOXIDE	R	11/10/2016		745.00CR	057439	14,289.10
036096	DATAPROSE LLC							
	I-DP1602104	BILLING	R	11/10/2016		2,809.19CR	057440	2,809.19
006250	DAYLIGHT DONUTS							
	I-3967-39	DONUTS NEWOLLAH	R	11/10/2016		25.00CR	057441	25.00
006320	DECKER CONSTRUCTION, INC.							
	I-4	FIRE/EMS BUILDING	R	11/10/2016		70,978.95CR	057442	70,978.95

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
036611	DESIGN MECHANICAL, INC. I-16624	OIL SUMP HEATER	R	11/10/2016		428.00CR	057443	428.00
006030	DPC ENTERPRISES L. P. I-282000349-16	CHLORINE	R	11/10/2016		546.00CR	057444	546.00
022155	EMERT, CHUBB & GETTLER, LLC I-11/2016-STATEMENT	MUNICIPAL COURT PROSECUTOR	R	11/10/2016		2,581.57CR	057445	2,581.57
035721	EMERT, CHUBB & GETTLER, LLC I-31346	RURAL SEWER DIST #2	R	11/10/2016		188.51CR	057446	188.51
007170	CHARLES L. EMPSON, M.D.,P I-11/2016-STATEMENT	EMS DIRECTOR/CITY PHYSICIAN	R	11/10/2016		500.00CR	057447	500.00
036736	ERGONOMICHOME.COM I-ECA-10077	REMAINDER OF DISP DESK	R	11/10/2016		5,254.98CR	057448	5,254.98
035115	EXPRESS EMPLOYMENT I-17989444-9 I-17989444-9STREET I-18027166-0 I-18027166-0STREET	EXPRESS TEMP EMPLOYEES LABOR EXPRESS TEMP EMPLOYEES LABOR	R R R R	11/10/2016 11/10/2016 11/10/2016 11/10/2016		2,978.76CR 1,368.28CR 2,754.63CR 1,368.28CR	057449 057449 057449 057449	8,469.95
033119	FASTENAL COMPANY I-KSIND25664 I-KSIND25671 I-KSIND25792	WIPERS 2X 3X VESTS TWIST-TIE ROLLS	R R R	11/10/2016 11/10/2016 11/10/2016		58.00CR 49.99CR 57.24CR	057450 057450 057450	165.23
008200	FITZPATRICK & BASS LAW OF I-201611042314 I-201611042317 I-201611042330	COURT COURT FITZPATRICK & BASS LAW OF	R R R	11/10/2016 11/10/2016 11/10/2016		200.00CR 200.00CR 600.00CR	057451 057451 057451	1,000.00
034186	FOULSTON SIEFKIN L.L.P I-428155	RSD #2	R	11/10/2016		14,390.80CR	057452	14,390.80
009050	GALLS AN ARAMARK CO., LLC I-006095320 I-006095372 I-006115784 I-006133335	GALLS AN ARAMARK CO., LLC GALLS AN ARAMARK CO., LLC GALLS AN ARAMARK CO., LLC GALLS AN ARAMARK CO., LLC	R R R R	11/10/2016 11/10/2016 11/10/2016 11/10/2016		57.40CR 109.75CR 83.73CR 7.98CR	057453 057453 057453 057453	258.86

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	GARY HOGSETT							
	I-201611042308	LKM HOTEL - HOGSE	R	11/10/2016		116.07CR	057454	116.07
009330	GRAINGER							
	I-9252776266	RUBBER STOPPERS	R	11/10/2016		7.03CR	057455	
	I-9253180450	SURGE PROTECTOR	R	11/10/2016		178.71CR	057455	
	I-9262124069	GLOVES	R	11/10/2016		109.28CR	057455	295.02
034221	HD SUPPLY WATERWORKS, LTD.							
	I-G222201	TAPPING SADDLE	R	11/10/2016		359.00CR	057456	
	I-G346587	SHOVELS	R	11/10/2016		531.60CR	057456	890.60
1	HEATHER BRYANT							
	I-201611042321	PARK BLDG CANCE	R	11/10/2016		70.00CR	057457	70.00
010230	HECKMAN & ASSOCIATES, P.A							
	I-1341-25	CITY HALL PLANNING/TEMP	R	11/10/2016		3,000.00CR	057458	
	I-1427-25	CITY BLDG INSP/MISC CONS	R	11/10/2016		3,050.00CR	057458	
	I-1608-08	BLDG CODE REVIEW	R	11/10/2016		3,410.00CR	057458	9,460.00
035336	JASON HEIN							
	I-2161963	JASON HEIN	R	11/10/2016		7.58CR	057459	7.58
036629	HENRY SCHEIN							
	I-34985024	HENRY SCHEIN	R	11/10/2016		172.98CR	057460	
	I-35299875	HENRY SCHEIN	R	11/10/2016		250.70CR	057460	
	I-35509079	HENRY SCHEIN	R	11/10/2016		410.01CR	057460	833.69
036697	HFE PROCESS							
	I-7622	RELAY	R	11/10/2016		504.62CR	057461	504.62
036474	HOFER & HOFER & ASSOCIATES INC							
	I-101716- #1371	IT PLATFORM 4TH FLOOR	R	11/10/2016		1,117.00CR	057462	1,117.00
010432	HOWARD'S ELECTRIC L.L.C.							
	I-340059	CIRCUIT INSTALL	R	11/10/2016		260.00CR	057463	260.00
036558	HOWARDS ELECTRIC L.L.C.							
	I-201611042312	CIRCUIT INSTALL	R	11/10/2016		206.45CR	057464	206.45
010440	HUGO'S INDUSTRIAL SUPPLY							
	I-160297	HUGO'S INDUSTRIAL SUPPLY	R	11/10/2016		74.26CR	057465	
	I-160302	PAPER TOWELS	R	11/10/2016		106.53CR	057465	
	I-160618	FLOOR DRY	R	11/10/2016		96.68CR	057465	277.47

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
032597	ICMA I-201611042316	MEMBERSHIP	R	11/10/2016		1,331.87CR	057466	1,331.87
011100	ICMA RETIREMENT TRUST - 4 I-15 201610212303	ICMA WITHHELD	R	11/10/2016		25.00CR	057467	25.00
035788	INDELCO PLASTICS I-1024980 I-1025900	PVC TUBING PVC TUBING	R	11/10/2016 11/10/2016		503.91CR 282.67CR	057468 057468	786.58
011182	INDEPENDENCE COMMUNITY CO I-2016FALL	INDEPENDENCE COMMUNITY CO	R	11/10/2016		702.46CR	057469	702.46
011211	INDEPENDENCE FIRE FIGHTER I-09 201610212303	FIRE INSURANCE WITHHELD	R	11/10/2016		135.51CR	057470	135.51
011180	INDEPENDENCE COMMUNITY I-06 201610212303	COMMUNITY CHEST WITHHELD	R	11/10/2016		13.00CR	057471	13.00
011200	INDEPENDENCE DAILY I-IPD-EXPIRES 112916	IPD 12 MTH SUBSCRIPTION	R	11/10/2016		111.95CR	057472	111.95
033149	INDEPENDENCE FIREMEN'S I-23 201610212303	FUNDING/FIREMEN'S ASSOCIATION	R	11/10/2016		120.00CR	057473	120.00
033777	INDEPENDENCE GUN CLUB I-11/2016-FEE	MAINTENANCE FEE/RIFLE BERM	R	11/10/2016		69.71CR	057474	69.71
011212	INDEPENDENCE HEATING & I-021607	INSPECTION HEATERS	R	11/10/2016		187.50CR	057475	187.50
032735	INDEPENDENCE HISTORICAL I-11/2016-FUNDING	FUNDING	R	11/10/2016		1,416.67CR	057476	1,416.67
011215	INDEPENDENCE MAIN STREET I-11/2016-STATEMENT	FUNDING FOR INDEP. MAIN STR.	R	11/10/2016		1,666.67CR	057477	1,666.67
032965	INDEPENDENCE READY MIX I-201611042320	BLDG D	R	11/10/2016		115.00CR	057478	115.00
011280	INDEPENDENCE USD 446 I-11/2016-STATEMENT	ASH ALLOTMENT	R	11/10/2016		2,000.00CR	057479	2,000.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
036665	JOANNE L SMITH I-201611042319	JOANNE L SMITH	R	11/10/2016		900.00CR	057480	900.00
036586	JOHN BLURTON I-201611042307	AWOL REPAIRS	R	11/10/2016		107.89CR	057481	107.89
035647	JOHN DEERE FINANCIAL I-257565 I-258725 I-260809 I-261942	FILTER, BLADES Z950A REPAIR MOWER CHUTE SEAT KIT	R	11/10/2016		152.74CR 67.98CR 141.58CR 341.95CR	057482 057482 057482 057482	704.25
036778	JOHN E. REID AND ASSOC, INC I-170759	218 TRAINING NOV 2016	R	11/10/2016		550.00CR	057483	550.00
032910	JWC ENVIRONMENTAL I-83342	FLOAT	R	11/10/2016		66.25CR	057484	66.25
032949	KANSAS HIGHWAY PATROL I-2015 & 2016	MVE 10/2015 & 07/2016	R	11/10/2016		92.00CR	057485	92.00
032449	KANSAS PAYMENT CENTER I-W16201610212303 I-W51201610212303 I-W52201610212303 I-W61201610212303	MG3D*00095C/KEITH COPITHKE MG02D*000861/0000212235MELTON MG-2013-DM-000003-I-DSCOLTHARP MG04DM00185C/0000252462 LEMOS	R	11/10/2016		349.85CR 161.08CR 184.62CR 59.54CR	057486 057486 057486 057486	755.09
1	LAURA MCCLURE AND RINCK'S I-201611042322	SEWER	R	11/10/2016		1,000.00CR	057487	1,000.00
014400	LINNS AIR COOLED ENGINES I-908254	BLOWER REPAIR	R	11/10/2016		22.85CR	057488	22.85
1	LOGAN NULL AND RINCK'S I-201611042332	SEWER G	R	11/10/2016		2,000.00CR	057489	2,000.00
035268	MEGA LLC I-748	SET FEE	R	11/10/2016		375.00CR	057490	375.00
015680	MID CONTINENT BAND I-11/2016-STATEMENT	FUNDING	R	11/10/2016		758.34CR	057491	758.34

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
032556	MIDWEST MINERALS, INC							
	I-145746	STREET ROCK	R	11/10/2016		343.68CR	057492	
	I-145747	BUILDING D	R	11/10/2016		127.19CR	057492	
	I-145748	ROCK	R	11/10/2016		604.43CR	057492	1,075.30
015960	MONTGOMERY COUNTY							
	I-201611042315	MCAC FEES	R	11/10/2016		300.00CR	057493	300.00
016230	MUNICIPAL CODE CORPORATIO							
	I-201611042318	MUNI CODE UPDATE	R	11/10/2016		900.00CR	057494	900.00
035074	NEOSHO MEMORIAL REGIONAL MED CNTR							
	I-G71201610212303	2016-LM-000251 HELKENBERG	R	11/10/2016		344.59CR	057495	344.59
035913	NEWTONS TRUE VALUE							
	I-D79913	FOAM	R	11/10/2016		4.69CR	057496	
	I-TRANS#D79666	TWIST-TIE ROLLS	R	11/10/2016		16.74CR	057496	21.43
018120	O'REILLY AUTO PARTS							
	I-0154-134655	BRUSH,WRENCH	R	11/10/2016		14.98CR	057497	
	I-0154-135283	OIL	R	11/10/2016		51.48CR	057497	
	I-0154-135881	FILTERS	R	11/10/2016		25.31CR	057497	
	I-0154-136216	TRANS. FLUID	R	11/10/2016		13.87CR	057497	
	I-0154-136404	FUEL TREATMENT	R	11/10/2016		11.99CR	057497	
	I-0154-136658	FILTERS	R	11/10/2016		83.82CR	057497	201.45
036608	ONE STOP PACK N SHIP							
	I-14299	ONE STOP PACK N SHIP	R	11/10/2016		12.13CR	057498	
	I-14306	POSTAGE	R	11/10/2016		20.04CR	057498	32.17
032859	PACE ANALYTICAL SERVICES,							
	I-1660013402	ANALYTICAL SERVICES	R	11/10/2016		570.00CR	057499	
	I-1660014414	ANALYTICAL SERVICES	R	11/10/2016		297.00CR	057499	867.00
034187	PACIFIC TELEMAGEMENT- JAROTH, INC.							
	I-874881	PACIFIC TELEMAGEMENT- JAROTH	R	11/10/2016		78.00CR	057500	78.00
032092	PAVING MAINTENANCE SUPPLY, INC							
	I-25002047	COLD PATCH	R	11/10/2016		768.65CR	057501	768.65
003230	PHILIP J. BERNHART							
	I-201611042313	COURT	R	11/10/2016		600.00CR	057502	600.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
032321	PITNEY BOWES I-MTR FILL 11/01/16	PITNEY BOWES	R	11/10/2016		1,000.00CR	057503	1,000.00
019365	PIZZA HUT I-43796,43797, 43798	NEEWOLLAH PIZZA FOR EMP	R	11/10/2016		127.00CR	057504	127.00
036753	PRO CARPET BUILDING SERVICES, LLC I-11/2016-STATEMENT	JANITORIAL SERVICE - BLDG D	R	11/10/2016		1,180.00CR	057505	1,180.00
033404	QUALITY MOTORS I-216332	QUALITY MOTORS	R	11/10/2016		133.00CR	057506	133.00
020030	QUILL CORPORATION I-1050246/1064460 I-3479,9613,1434,920	QUILL CORPORATION IPD-PRINTERS&OFFC SUPPLIE	R	11/10/2016 11/10/2016		306.71CR 676.44CR	057507 057507	 983.15
035420	R&S DIGITAL SERVICES, INC. I-#3453	NG911 MAINTENANCE	R	11/10/2016		11,252.00CR	057508	11,252.00
021040	R.E. PEDROTTI CO., INC. I-00054654-INDKSV16 I-00054702-INDKFC	SCADA CELL PLAN PRESSURE TRANSDUCER	R	11/10/2016 11/10/2016		222.00CR 1,400.00CR	057509 057509	 1,622.00
1	RONNIE ROBINETT I-201611042327	WITNESS FEE	R	11/10/2016		5.00CR	057510	5.00
036757	RUSSELL WHITE I-210 TRNG 102016	MILEAGE-AUGUSTA TRNG	R	11/10/2016		115.14CR	057511	115.14
022110	SAYERS ACE HARDWARE INC. I-021320 I-021361 I-K31821	BULBS 6V BATTERIES GROUND CONNECTOR	R	11/10/2016 11/10/2016 11/10/2016		26.48CR 49.90CR 6.49CR	057512 057512 057512	  82.87
036202	SECURITY 1ST TITLE LLC I-199515 I-199520 I-199545 I-199575 I-199606 I-200567 I-200570	1304 W LOCUST 1300 W LOCUST 832 S 18TH 1028 E EDISON 404 S 11TH 519 N 6TH 1005 W PINE	R	11/10/2016 11/10/2016 11/10/2016 11/10/2016 11/10/2016 11/10/2016 11/10/2016		100.00CR 100.00CR 100.00CR 100.00CR 100.00CR 100.00CR 100.00CR	057513 057513 057513 057513 057513 057513 057513	      700.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
036207	SECURITY BENEFIT							
	I-201611042309	RETIREMENT CONTRIBUTIONS	R	11/10/2016		8,534.18CR	057514	
	I-201611042329	RETIREMENT CONTRIBUTIONS	R	11/10/2016		5,684.58CR	057514	14,218.76
022320	SHANKS OIL COMPANY							
	I-242801	OIL	R	11/10/2016		36.95CR	057515	36.95
036563	SHRED-IT USA, LLC							
	I-8121003429	IPD-SHREDDING 9/21/16	R	11/10/2016		73.60CR	057516	73.60
036610	SHRUMARD PROPERTIES LLC							
	I-42 201610212303	COLTHARP HOUSE PAYMENT	R	11/10/2016		240.00CR	057517	240.00
033887	SMC ELECTRIC SUPPLY							
	I-51059583-00	CONTRACTOR	R	11/10/2016		207.61CR	057518	207.61
036652	ST JOHN PHYSICIANS INC							
	I-85664C7661	ST JOHN PHYSICIANS INC	R	11/10/2016		305.00CR	057519	305.00
036248	TONER CONNECTION							
	I-22973	NEW PRINTER&TONER 235	R	11/10/2016		708.80CR	057520	708.80
036014	TOTAH COMMUNICATIONS, INC							
	I-DUE 111016	911 ACCT 3999 & 3446	R	11/10/2016		53.26CR	057521	53.26
033644	TOUCHTONE COMMUNICATIONS							
	I-STMT 10/2016	TOUCHTONE COMMUNICATIONS	R	11/10/2016		12.70CR	057522	12.70
033961	TRI-STAR UTILITIES, INC.							
	I-201611042325	BASIN V SANITARY SEWER	R	11/10/2016		442,520.60CR	057523	
	I-201611042326	8TH STREET WATER LINE	R	11/10/2016		14,078.00CR	057523	456,598.60
034283	TUCKER'S AUTOMOTIVE MACHINE							
	I-978113	BATTERY 501	R	11/10/2016		143.95CR	057524	143.95
035684	TYLER TECHNOLOGIES, INC							
	I-025-171617	TYLER TECHNOLOGIES, INC	R	11/10/2016		218.00CR	057525	218.00
035242	ULINE SHIPPING SUPPLY SPECIALISTS							
	I-81143270	5 BARRELS	R	11/10/2016		365.15CR	057526	365.15
025098	UNIVERSITY OF KANSAS							
	I-FC170025-2425-B	UNIVERSITY OF KANSAS	R	11/10/2016		240.00CR	057527	240.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
026097	VOLZ WELDING AND MACHINE							
	I-11740	CAT CYLINDER REPAIR	R	11/10/2016		415.94CR	057528	
	I-11742	CABLES	R	11/10/2016		67.56CR	057528	483.50
035515	WALMART COM - EMS							
	I-STMT 10/2016	WALMART COM - EMS	R	11/10/2016		94.00CR	057529	94.00
333395	WALMART COM - PARK							
	I-I-POD/2YR/I-TUNES	WALMART COM - PARK	R	11/10/2016		174.00CR	057530	174.00
033393	WALMART COM - PD							
	I-DUE 111716	SURGE SUP&SUPPLIES	R	11/10/2016		48.88CR	057531	48.88
027150	WASH N FLUFF LINEN / TIDY WHITIES							
	I-16550	LAUNDRY	R	11/10/2016		11.00CR	057532	11.00
035391	MICKY N WEBB - LIFE INSURANCE							
	I-11/2016-LIFE INS	LIFE INSURANCE PREMIUMS	R	11/10/2016		83.09CR	057533	83.09
033128	WHITE STAR MACHINERY-	BERRY CO INC.						
	I-05151262	BREAKER RENTAL	R	11/10/2016		1,618.20CR	057534	1,618.20
027530	WOODS LUMBER COMPANY							
	I-238324	STAPLER	R	11/10/2016		58.47CR	057535	
	I-238575	BOLTS	R	11/10/2016		20.71CR	057535	79.18

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	120	0.00	703,218.69	703,218.69
HANDWRITTEN CHECKS:	3	0.00	52,337.22	52,337.22
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	10	0.00	122,255.83	122,255.83
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	133	0.00	877,811.74	877,811.74

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
01	11/2016	314,456.05CR
08	11/2016	11,310.41CR
25	11/2016	442,520.60CR
26	11/2016	2,800.88CR
31	11/2016	5,258.20CR
33	11/2016	79,657.57CR
37	11/2016	6,403.68CR
40	11/2016	1,065.08CR
44	11/2016	2,000.00CR
46	11/2016	700.00CR
49	11/2016	109.05CR
53	11/2016	3,846.69CR
56	11/2016	203.46CR
64	11/2016	102.78CR
67	11/2016	6,978.33CR
84	11/2016	398.96CR
=====		
ALL		877,811.74CR

ORDINANCE NO P - 1742

An ordinance making appropriation for the payment of certain claims. Be it ordained by the City Council of the City of Independence.

Section 1. That in order to pay the claims herein stated which have been properly audited and approved. There is hereby appropriated out of the respective funds in the City Treasury the sum for each claim.

Section 2. That this ordinance shall take effect and be in full force from and after its passage.

Approved this 10th Day of November 2016.

\_\_\_\_\_ Mayor

Attest \_\_\_\_\_ City Clerk

Ordinance #P - 1742  
\$ 128,689.05

**b. Consider minutes of the October 26, 2016 City Commission meeting [CITIZENS].**

Minutes of the Independence City Commission's October 26, 2016 Meeting.

The Independence City Commission met on October 26, 2016 at 5:30pm in the Veterans Room at Memorial Hall. Commissioner Leonhard Caflisch, and Commissioner Fred Meier were present, Mayor Gary Hogsett participated by phone. Others present included:

**City Staff**

Micky Webb, City Manager  
Kelly Passauer, Assistant City Manager  
Jennifer Rutledge, Director of Finance/City Clerk  
Don Cushing, Building Inspector  
Mike Passauer, Public Works Director

**Visitors**

Megan Royse	Robin Royse
Charley Hixon	Eric Johnson
Robert Meadows	Ned Stichman
Dan Barwick	Lisa Hugo
Jimmie Mitchell	Corey Hugo
Debbie Miller	Benny Beurskens
Joslyn Kusiak	Charlotte Caflisch
Lisa Richard	Mike Conway
Anthony Royse	Mary Jo Meier

**Call to Order**

Vice Mayor Meier called the meeting to order at 5:30pm.

**Pledge of Allegiance to the United States of America**

**Vice Mayor Meier held a moment of silence in honor of the late Commissioner Derrill Unruh.**

**Appointments**

Planning Commission/Board of Zoning Appeals – 1 Outside City Resignation – Applications received from Andy McLenon and Ben Seel

**Motion:**

**On the motion of Mayor Hogsett, seconded by Commissioner Meier, the commission appointed Andy McLenon to the Planning Commission/Board of Zoning Appeals Outside City position..**

**Aye: Caflisch, Hogsett, Meier**

**Nay: None**

Library Board of Trustees – 1 Resignation – Application received from Lynn Reddy

**Mayor Hogsett requested that the deadline for applications be extended 2 weeks for this position.**

**Adoption of the Consent Agenda**

a. Appropriations

1. A-1777

**Motion:**

**On the motion of Commissioner Meier, seconded by Mayor Hogsett, the commission approved A-1777 for \$619,206.81.**

**Aye: Cafilisch, Hogsett, Meier**

**Nay: None**

2. P-1741

**Motion:**

**On the motion of Commissioner Meier, seconded by Mayor Hogsett, the commission approved P-1741 for \$121,050.40.**

**Aye: Cafilisch, Hogsett, Meier**

**Nay: None**

b. Consider minutes of the October 13, 2016 City Commission meeting [CITIZENS].

**Motion:**

**On the motion of Commissioner Meier, seconded by Mayor Hogsett, the commission approved the minutes of the October 13, 2016 City Commission meeting.**

**Aye: Cafilisch, Hogsett, Meier**

**Nay: None**

c. Consider releasing the 2nd mortgage on 1902 Macarthur Court [CITIZENS].

The home at 1902 Macarthur Court has met the requirements to have the 2nd mortgage released. City staff recommends approval.

**Motion:**

**On the motion of Commissioner Meier, seconded by Mayor Hogsett, the commission released the 2<sup>nd</sup> mortgage on 1902 Macarthur Court.**

**Aye: Cafilisch, Hogsett, Meier**

**Nay: None**

- d. Consider approving the attached Adoption Agreement and Adoption Resolutions for the City's Retirement Plan with Security Benefit [CITIZENS].  
Periodically the IRS requires organizations to update and replace their current qualified plan documents. The new documents incorporate changes to qualified plan rules that have been made since the last time the document was restated. This is mandated by the IRS. City staff recommends approval.

**Motion:**

**On the motion of Commissioner Meier, seconded by Mayor Hogsett, the commission approved the attached Adoption Agreement and Adoption Resolutions for the City's Retirement Plan with Security Benefit.**

**Aye: Cafilisch, Hogsett, Meier**

**Nay: None**

- e. Consider authorizing spending up to \$25,000 as budgeted for a used brush truck [CITY EMPLOYEES/CITIZENS].  
The revised 2016 budget includes \$25,000 for the purchase of a used brush truck. City staff would like authority to expend up to this amount when a suitable truck is found. The reason for this request is due to used trucks not always being available until the following Commission meeting. City staff recommends authorizing expending up to \$25,000 for a used brush truck.

**Motion:**

**On the motion of Commissioner Meier, seconded by Mayor Hogsett, the commission authorized expending up to \$25,000 for a used brush truck.**

**Aye: Cafilisch, Hogsett, Meier**

**Nay: None**

- f. Consider authorizing annual holiday gift certificates for City, Library and Housing Authority employees [CITY EMPLOYEES].

City staff recommends authorizing the issuance of gift certificates for City, Housing and Library employees in the amount of \$50 per employee.

**Motion:**

**On the motion of Commissioner Meier, seconded by Mayor Hogsett, the commission authorized the annual holiday gift certificates for City, Library, and Housing Authority employees.**

**Aye: Cafilisch, Hogsett, Meier**

**Nay: None**

- g. Consider authorizing the Mayor to sign a letter for an Attraction Development Grant for the William Inge Theatre Festival [OTHER GOVERNMENTAL ENTITIES].

Attached is a letter requested by Bruce Petersen with ICC to be signed by the Mayor in support of a grant for the William Inge Theatre Festival. City staff recommends authorizing the Mayor to sign.

**Motion:**

**On the motion of Commissioner Meier, seconded by Mayor Hogsett, the commission authorized the Mayor to sign a letter for an Attraction Development Grant for the William Inge Theatre Festival.**

**Aye: Cafilisch, Hogsett, Meier**

**Nay: None**

- h. Consider fire protection agreement with SMP [BUSINESS & INDUSTRY].

Attached is the annual fire protection agreement with SMP. City staff recommends approval.

**Motion:**

**On the motion of Commissioner Meier, seconded by Mayor Hogsett, the commission approved the annual fire protection agreement with SMP.**

**Aye: Cafilisch, Hogsett, Meier**

**Nay: None**

Public Hearings

- i. Public hearing to consider condemnation of 524 N. Penn, Apartment #114 as dangerous and unsafe [CITIZENS].

This public hearing was previously adjourned. The Commission will need to determine if they wish to proceed with condemnation.

**The Vice Mayor opened the public hearing.**

**The Building Inspector explained that repairs are going well and asked to adjourn the hearing for 60 days.**

**Duane Small, owner of the building asked how the City can condemn one section of an entire building. Discussion on the legal parcels and the condemnation process followed.**

**The Vice Mayor closed the public hearing.**

**Motion:**

**On the motion of Commissioner Cafilisch, seconded by Commissioner Meier, the commission adjourned the hearing for 60 days.**

**Aye: Cafilisch, Hogsett, Meier**

**Nay: None**

- j. Public hearing for neighborhood revitalization plan for North Penn [BUSINESS & INDUSTRY].

After the public hearing, if the Commission wishes to move forward with the neighborhood revitalization plan a motion will need to be made and approved to adopt the attached resolution.

**The Vice Mayor opened the public hearing.**

**The City Manager presented the North Penn Neighborhood Revitalization Plan to the Commission.**

**Lisa Richard addressed her concerns that Exhibit A was missing from the packet online. She also noted that according to Kansas statute 12-17,117 there are specific requirements for the plan. The legal descriptions of the properties have not been included in the packet for the meeting. Lisa recommended that could be posted online. Lisa also stated that it is required that the existing zoning classifications and boundaries be shown on the diagram, and that has not been done on the diagram presented. Lisa questioned why the area on Penn near Railroad has not been included.**

**The Vice Mayor closed the public hearing.**

**Motion:**

**On the motion of Commissioner Cafilisch, seconded by Mayor Hogsett, the commission adjourned the hearing 30 days to research the questions presented and determine the status of the adjoining properties.**

**Aye: Cafilisch, Hogsett, Meier**

**Nay: None**

- k. Public hearing to consider a resolution of the intent to issue industrial revenue bonds with the provision of a tax abatement for property located at 2700 W. Main Street [CITIZENS].

This item was on your July 28, 2016 agenda for discussion. If the Commission wishes to proceed a motion will need to be made and approved to authorize a resolution of the intent to issue industrial revenue bonds.

**The Vice Mayor opened the public hearing.**

**The City Manager explained the background behind the bonds being considered.**

**Kim Bell, of Gilmore & Bell, explained that this is related to a tax abatement that was voided by a transaction between the previous owner and Hugo's/Calcor.**

**Corey Hugo explained that he is looking to grow his business here in town and this helps to make that possible.**

**After no comments from the public, the public hearing was closed.**

**Motion:**

**On the motion of Commissioner Cafilisch, seconded by Mayor Hogsett, the commission adopted Resolution 2016-059 of intent to issue industrial revenue bonds with the provision of a tax abatement for property located at 2700 W. Main Street.**

**Aye: Cafilisch, Hogsett, Meier**

**Nay: None**

**Items for Commission Action**

- l. Consider setting the date of December 22, 2016 for public hearings to consider the following structures as dangerous and unsafe [CITIZENS]:

1. 1005 W. Pine

**Motion:**

**On the motion of Commissioner Meier, seconded by Mayor Hogsett, the commission adopted Resolution 2016-057 setting a public hearing for 1005 W. Pine on December 8, 2016, to condemn the property as dangerous and unsafe.**

**Aye: Cafilisch, Hogsett, Meier**

**Nay: None**

2. 1300 W. Locust

**Motion:**

**On the motion of Commissioner Meier, seconded by Commissioner Cafilisch, the commission adopted Resolution 2016-055 setting a public hearing for 1300 W. Locust on December 8, 2016, to condemn the property as dangerous and unsafe.**

**Aye: Cafilisch, Hogsett, Meier**

**Nay: None**

3. 1304 W. Locust

**Motion:**

**On the motion of Commissioner Cafilisch, seconded by Commissioner Meier, the commission adopted Resolution 2016-054 setting a public hearing for 1304 W. Locust on December 8, 2016, to condemn the property as dangerous and unsafe.**

**Aye: Cafilisch, Hogsett, Meier**

**Nay: None**

4. 519 N. 16<sup>th</sup>

**Motion:**

**On the motion of Commissioner Meier, seconded by Mayor Hogsett, the commission adopted Resolution 2016-058 setting a public hearing for 519 N. 16th on December 8, 2016, to condemn the property as dangerous and unsafe.**

**Aye: Cafilisch, Hogsett, Meier**

**Nay: None**

5. 832 S. 18<sup>th</sup>

**Motion:**

**On the motion of Commissioner Meier, seconded by Mayor Hogsett, the commission adopted Resolution 2016-056 setting a public hearing for 832 S 18th on December 8, 2016, to condemn the property as dangerous and unsafe.**

**Aye: Cafilisch, Hogsett, Meier**

**Nay: None**

Following each public hearing the Commission will need to determine whether to proceed with condemnation of the structure(s) as dangerous and unsafe. The Building Inspector will be available to report on the conditions of each property.

m. Consider authorizing immediate removal of unsafe structures at [CITIZENS]:

1. 1028 E. Edison – Detached garage and outbuilding only – **the outbuilding is already down and the commission allowed 30 days for owner to determine what he will do with the garage.**
2. 404 S. 11<sup>th</sup> – Detached garage only – **the commission allowed 30 days for the owner to remove the garage himself.**
3. 1108 W. Cedar

**Motion:**

**On the motion of Commissioner Cafilisch, seconded by Commissioner Meier, the commission declared 1108 W Cedar a hazard to public safety and authorized City staff to award to the lowest quote for immediate removal.**

**Aye: Cafilisch, Hogsett, Meier**

**Nay: None**

These structures were tabled from the previous meeting.

n. Consider reviewing the following previously condemned properties:

1. 316 E. Cedar/729 S. 4<sup>th</sup> - **this property will be reviewed in 60 days.**
2. 712 E. Maple

**Motion:**

**On the motion of Commissioner Cafilisch, seconded by Commissioner Meier, the commission declared 712 E Maple a hazard to public safety and authorized City staff to award to the lowest quote for immediate removal.**

**Aye: Cafilisch, Hogsett, Meier**

**Nay: None**

The Building Inspector will review the above structures at the Commission meeting.

Minutes of the Independence City Commission's October 26, 2016 Meeting.

- o. Consider authorizing closing the alley west of the First Presbyterian Church from November 1 – December 15, 2016 due to a roof project [CITIZENS].

We received the attached request from Roofscape Exteriors requesting to have the alley west of the First Presbyterian Church blocked off for 4-6 weeks so that they can replace the roof of the church.

**Motion:**

**On the motion of Commissioner Cafilisch, seconded by Mayor Hogsett, the commission authorized closing the alley west of the First Presbyterian Church from November 1 – December 15, 2016 due to a roof project.**

**Aye: Cafilisch, Hogsett, Meier**

**Nay: None**

- p. Consider Treasurer's report ending September 30, 2016 [CITIZENS].

Attached is the Treasurer's report ending September 30, 2016.

**The City Clerk explained that the loan funds had been received but not until October 4<sup>th</sup>, so those will be seen on the next Treasurer's report.**

**The City Clerk also explained that the funds that were needed to close out West Main were sitting in another fund and the \$330,000 that she initially thought were needed from the Special Use Sales tax were returned to the Special Use Sales Tax Fund.**

- q. Consider rescheduling upcoming meetings [CITIZENS].

As we are coming into the holiday season some of the meetings, including this one, were adjusted from the normal schedule. The next meetings are scheduled as follows:

- Thursday, November 10, 2016 – 2<sup>nd</sup> Thursday
- Tuesday, November 22, 2016 – 4<sup>th</sup> Thursday is Thanksgiving
- Thursday, December 8, 2016 – 2<sup>nd</sup> Thursday
- Thursday, December 22, 2016 – 4<sup>th</sup> Thursday
- Thursday, January 12, 2017 – 2<sup>nd</sup> Thursday
- Thursday, January 26, 2017 – 4<sup>th</sup> Thursday

I have received an email from Commissioner Meier indicating that he will be late to the November 10, 2016 meeting and unable to attend the December 22, 2016 meeting. The Commission may wish to determine if other Commissioners are available and whether the meetings should be rescheduled.

**Motion:**

**On the motion of Commissioner Meier, seconded by Commissioner Cafilisch, the commission changed the start time of the November 10<sup>th</sup> meeting to 6:15pm, and changed the December 22<sup>nd</sup> meeting to December 19<sup>th</sup>, 2016.**

**Aye: Cafilisch, Hogsett, Meier**

**Nay: None**

**Reports**

- r. Report on Montgomery County zoning application for airport property [BUSINESS & INDUSTRY].

Attached is a zoning application for property located at the Independence Municipal Airport that has not been annexed into the City. The County Zoning designation is P-1 (public) and City staff is requesting it be modified to I-2 (industrial) to be compatible with the actual uses that are occurring on these properties.

- s. Update on City projects [CITIZENS].

The City Manager will provide an update on current City projects.

**City Staff explained to the Commission that a decision needs to be made on the driveway for the Fire/EMS building. For an estimated \$7,000 the city could do gravel, for an estimated \$33,000 the city could do asphalt, for an estimated \$43,700 the city could do a mix of asphalt and cement, and over \$50,000 for a cement driveway.**

**Motion:**

**On the motion of Commissioner Meier, seconded by Commissioner Cafilisch, the commission authorized City staff to submit an application to the Board of Zoning Appeals for a variance to allow gravel at the temporary Fire/EMS building.**

**Aye: Cafilisch, Hogsett, Meier**

**Nay: None**

- t. Report on 10/20/16 Montgomery County Chronicle Letter to the Editor as requested by Commissioner Cafilisch [CITIZENS].

Commissioner Cafilisch requested the attached letter to the editor be addressed at the Commission meeting.

**The City Clerk told the Commission that she did not budget at all for the bonds, and was looking at total expenses for the Water and Sewer Fund.**

- u. Report on City board minutes [CITIZENS].

### **Commission Comments**

**Mayor Hogsett asked if things were moving forward with the Treanor agreement for the Citizens Committee. He hopes this can be on the next agenda.**

### **Public Concerns**

**Debbie Miller – Ms. Miller told the Commission that during the last few months concerned citizens have exercised their right to petition the government and peaceful assembly. They have faced swift attacks which were ripe with absolute lies. The day after the petition was presented, Micky Webb stated, “the way it had gotten, he didn’t see how his resignation would actually help anything. He fears those who have been making personal attacks will simply increase their ire towards the department heads.” Over the years Ms. Miller has worked with and Micky Webb’s critics and she has never, ever heard one person say that they would focus their ire on department heads should Micky Webb be relieved of his duties. Why would Micky Webb make such divisive, hypocritical and somewhat retaliatory comments? Yet another example of his lack of self-control, sound judgment, and professionalism. Hoite Caston’s dramatic speech at the last commission meeting made statements that were inaccurate and defamatory. Among his claims was the lie that Ms. Miller’s beef with Micky Webb was the result of the refusal of the city to close the alley for her mother’s estate sale. These statements do not change the fact that we have an ineffective City Manager. Some supporters of our city’s leaders seem financially secure enough that they can contribute \$100 to \$300 to even \$500 to the election campaigns of commissioner candidates. If their property taxes go up, they could easily absorb the cost. But not all Independence residents are as fortunate. Ms. Miller has attended commission meetings since 2011. Our City government has taken money from people that are struggling financially and has completely wasted it because Micky Webb has failed to provide sound and consistent leadership in our city government. Therefore, she requests that he be fired.**

**Executive Session(s)**

**Motion:**

**On the motion of Commissioner Meier, seconded by Commissioner Cafilisch, the commission called a 20 minute executive session according to Kansas Statue 75-4319 (b) (4) for the purpose of confidential data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships, to end at 7:42. The executive session included Mayor Hogsett, Commissioner Meier, Commissioner Cafilisch, Micky Webb, Kelly Passauer, Jeff Chubb, Mike Conway and Benny Beurskens.**

**Aye: Cafilisch, Meier, Hogsett**

**Nay: None**

**Vice Mayor Meier called the meeting to order at 7:44.**

**Adjournment**

**Motion:**

**On the motion of Commissioner Cafilisch, seconded by Commissioner Meier, the commission adjourned the meeting.**

**Aye: Cafilisch, Meier, Hogsett**

**Nay: None**

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Gary Hogsett, Mayor

Attest:

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Leonhard Cafilisch, Commissioner

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Jennifer D. Rutledge  
Director of Finance/City Clerk

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Fred Meier, Commissioner

**c. Consider proclaiming November 26, 2016 as Small Business Saturday [BUSINESS & INDUSTRY].**

Attached is a proclamation requested by Main Street declaring November 26, 2016 as Small Business Saturday. They requested this item be added to the consent agenda. City staff recommends approval.



## *Proclamation*

- Whereas,* the city of Independence celebrates our local small businesses and the contribution they to our local economy and community; according to the United States Small Business Administration, there are currently 23 million small businesses in the United States, they represent more than 99 percent of American companies, create two-thirds of the net new jobs, and generate 46 percent of private gross domestic product; and
- Whereas,* small businesses employ over 55 percent of the working population in the United States; and
- Whereas,* 89 percent of consumers in the United States agree that small businesses contribute positively to the local community by supplying jobs and generating tax revenue; and
- Whereas,* 87 percent of consumers in the United States have small businesses are critical to the overall economic health of the United States; and
- Whereas,* 93 percent of consumers in the United States agree that it is important for people to support the small businesses that they value in their community; and
- Whereas,* Independence, Kansas supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and
- Whereas,* advocacy groups and public and private organizations across the county have endorsed the Saturday after Thanksgiving as Small Business Saturday.

*Now therefore, I Gary Hogsett, Mayor of Independence, Kansas do hereby proclaim the 26<sup>th</sup> day of November, 2016 to be*

### ***SMALL BUSINESS SATURDAY***

in the City of Independence, and to encourage all citizens to support small businesses and merchants on Small Business Saturday and throughout the year.

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Gary Hogsett, Mayor

- d. Consider a resolution of support for a tax credit housing project applied for by Cohen Esrey Affordable Partners, LLC for 300 East Myrtle Street [CITIZENS/QUALITY OF LIFE SYSTEMS].**

Attached is a resolution of support and narrative for the proposed tax credit housing project for the former Washington School building. City staff recommends approval.

## **Kelly Passauer**

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**From:** Tim Quigley  
**Sent:** Wednesday, October 26, 2016 3:34 PM  
**To:** 'Micky Webb'; 'Kelly Passauer'  
**Subject:** Washington Elementary affordable housing project  
**Attachments:** City RESOLUTION of Support - Washington.doc; Project Narrative - Washington.pdf

Micky and Kelly,

Attached is a draft of the resolution of support needed for our upcoming housing tax credit application for the Washington School. Also attached is a narrative of the proposed project. Please let me know of anything else you need for the city commission to approve this resolution. Thank you.

**Tim Quigley, CCIM**  
Development Director

***Cohen-Esrey Affordable Partners, LLC***  
A Cohen-Esrey Company

913-671-3304 (p) | 913-671-3301 (f)  
6800 W. 64th Street, Suite 101  
Overland Park, KS 66202  
Web: [www.CohenEsrey.com](http://www.CohenEsrey.com)  
LinkedIn: [www.linkedin.com/pub/tim-quigley/4/647/394/en](http://www.linkedin.com/pub/tim-quigley/4/647/394/en)

**RESOLUTION**

**WHEREAS**, the City of Independence, Kansas has been informed by Cohen-Esrey Affordable Partners, LLC that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the development of affordable rental housing to be located at 300 East Myrtle Street, Independence, Kansas in the property commonly known as the Washington Elementary School,

**WHEREAS**, this housing development is designed for 24 units of one and two bedroom apartments;

**WHEREAS**, the units will be targeted to the elderly;

**WHEREAS**, the development will be an acquisition and historic rehabilitation of the school property for adaptive reuse as housing;

**WHEREAS**, the property will have the following amenities:  
Community space, storage space, safe room or area for protection against violent weather, washer and dryer in each unit, green space, and adequate off-street parking \_\_\_\_\_

**WHEREAS**, the developer will request local assistance through the Neighborhood Revitalization Program for property tax rebates;

**NOW, THEREFORE, BE IT RESOLVED** by the City of Independence Governing Body that we support and approve the development of the aforesaid housing in our community, subject to city ordinances and the building permit process. This resolution is effective for a full year after the date signed below. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

**ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR**, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
, Mayor

ATTEST:

\_\_\_\_\_, City Clerk

SEAL

## Narrative

Cohen-Esrey purchased the historic Washington Elementary School property, 300 East Myrtle Street, Independence, KS, for the purpose of renovating it into affordable housing for seniors. LIHTC applications were submitted in the February 2015 and 2016 rounds, but those applications failed to receive awards. Kansas Housing Resources Corp informed the developer that the 2016 application was very favorably received and narrowly missed being awarded tax credits. An application will be submitted in the February 2017 round with the expectation of receiving an award this time.

Federal and state historic tax credits will also fund this project. The development will be known as **Washington Historic Residences** and is designed for 24 units of one or two bedrooms apartments. All units will be designated as LIHTC units.

Cohen-Esrey will be the developer and quarterback of this project. The LIHTC applicant/sponsor will be PreservingUS, Inc., a 501(c)(3) non-profit entity whose mission is historic preservation and the advancement of affordable housing. The ownership entity is Washington Historic Residences, LLC and includes PreservingUS as the managing member. The Investors for the LIHTC and historic tax credits will be admitted into the ownership for the purpose of purchasing tax credits.

The following narrative further defines the project.

A. **Property Summary and Location.** The original two-story structure was built in 1939 and has served the community well. As part of a recent bond issue that allowed the school district to update and consolidate facilities, Washington Elementary closed several years ago. The school district solicited proposals for the repurposing of the school building and pursued several potential uses. After several years of nonperformance, the school district accepted Cohen-Esrey's plan for adaptive reuse as housing. Based on a preliminary on-site review by our project team, the property appears to be in very good condition structurally.

The school property is located one block north of Main Street, and across the street from the county courthouse and city hall. See attached aerials.

B. **Housing Needs Characteristics.** Our project takes a locally significant commercial grade building that is known to be in very good condition and repurposes it into much needed housing. The previous independent housing study commissioned specifically for our 8<sup>th</sup> & Main Historic Residences project indicated strong demand for housing in Independence and this project has experienced a stabilized occupancy since first opening in 2012. Also, our other project in town, the 96-unit Pheasant Point project remains relatively full. As this project has been rolled out of the low income housing program, there is a need to replace these LIHTC units with another project. We feel strongly our proposed Washington Elementary project can serve this need.

C. **Development Characteristics.** We will diligently work to minimize our construction costs and soft costs without jeopardizing the quality of our housing product.

We anticipate the apartments to be generous in size ranging from approximately 750 square feet for one-bedroom units up to 1,000 square feet for the two-bedroom units.

We have designed Washington Historic Residences to provide the amenities that fit both the workforce and senior tenant profile, including an elevator serving all floors, wheelchair accessibility throughout the property and a security system with intercom located at the building entrances. Other amenities will include washers and dryers in each unit, high speed internet access, a community space, a safe room serving as shelter from violent weather, a picnic area with outdoor seating, table and grill, and a bike rack. Dedicated, off-street, surface parking on the south and west sides of the property will provide ample off-street parking.

D. **Supportive Services.** PreservingUS, as the managing member, will coordinate with the City and the Independence Housing Authority for supportive services. Both entities have welcomed our efforts to pursue this housing opportunity.

E. **Community Revitalization.** The Washington Elementary School has sentimental value to the community. Many people in town attended this school. Renovating this property is highly supported and an excellent example of revitalization in the area. The nomination of this property for listing on the National Register of Historic Places has been approved.

Although the City of Independence has adopted a Neighborhood Revitalization Program that includes the rebate of property taxes, Washington Elementary School is not located within the NRP zone. Upon notification of a LIHTC award, we will pursue the NPR application process anyway, requesting that the NRP zone be expanded to include our project.

F. **Tenant Population Characteristics.** All apartment units in Washington Historic Residences will be reserved for tenants who meet the Section 42 income restrictions. 15 units will be set aside for tenants who make no more than 50% of the area median income (AMI) so as to qualify for FHLB AHP funding.

We will set rent rates to below fair market rates to accommodate individuals with low income. The rents, excluding tenant-paid utilities, will range from approximately \$430/month for the 50% AMI one-bedroom units up to \$535/month for the larger two-bedroom units.

- e. **Consider a request from Relay for Life to hold a 5K Run at Riverside Park on November 19, 2016 from 8 AM until 10 AM [CITIZENS].**

Attached is a request from Relay for Life, represented by Debra Caldwell to hold a 5K Run in the park on November 19, 2016 from 8 AM until 10 AM. They originally wanted to hold it in the afternoon, however, in checking with staff several buildings were checked out that day and shutting down park streets would limit access to those facilities. City staff recommends authorizing the run pending coordination with the Park and Zoo Director and obtaining special event insurance.

## Kelly Passauer

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**From:** do\_not\_reply@civicplus.com  
**Sent:** Friday, November 04, 2016 4:13 PM  
**To:** kellyp@independenceks.gov  
**Subject:** comment added to request

Category: Administration  
Request Type: Request to be Placed on Commission Agenda  
Request ID #: 123

Comment:  
Please change the time on this request to 8 AM until 10 AM on Nov 19th.

Please login to modify or update the request.  
<http://www.independenceks.gov/admin/index.aspx?fromURL=RequestTracker.aspx>

## Kelly Passauer

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**From:** City Manager's Office  
**Sent:** Monday, October 17, 2016 1:43 PM  
**To:** kellyp@independenceks.gov  
**Subject:** New request received

### Category Administration has received a new request.

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*Here is what we have on file:*

## Request to be Placed on Commission Agenda

#123

[View Request](#)

	<b>SUBMITTER</b>
Category: Administration	<b>Debra Caldwell</b>
Priority: 3	4081 CR 2350
Assigned To: Passauer Kelly	Independence, KS 67301
Submitted: 10/17/2016 1:43 PM	<b>CONTACT</b>
Source: Website 151.165.212.93	<a href="mailto:debbie8907@yahoo.com">debbie8907@yahoo.com</a>
	620-330-2662

---

B05055 Morningside Pl., Wells Dr.  
Park Oval  
All streets involved with a 5K  
Independence, KS

### REQUEST DETAILS

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#### Description

Relay For Life would like to have a 5K run at the park on Nov. 19th starting at 2:00. We would like the streets that are used to run the 5K to be closed from 1:30 until 4:30.

Start: West of backstop, 27';9" SW of storm grate on North side of road and 28" SW of storm grate on south side of road.

Mile 1: Even with light pole #B05055 on west side of street.

Turnaround: 86';6" South of light pole #B05063 on East side of street to the south of Morningside Pl.

Mile 2: 99';3" North of light pole #B05061 on East side of street.

Mile 3: Even with 1st utility pole to the North of Wells Dr. on the east side of the road.

Finish: West of backstop, 27';9" SW of storm grate on North side of road and 28" SW of storm grate on south side of road.

This is the same route used for the Neewollah 5K run.

We would also like to set up a tent near the starting line on the oval for registration and closing.

---

#### Your Information

Name

Debra Caldwell

Fax Number

Email Address

[debbie8907@yahoo.com](mailto:debbie8907@yahoo.com)

Preferred Contact Method

**email**

**f. Consider awarding a contract to DBI for construction and installation of the new AWOS III PT at the Independence Municipal Airport [BUSINESS & INDUSTRY].**

Attached is a memo and documentation relating to awarding the installation of the new AWOS III PT system at the Independence Municipal Airport. The total project cost is \$165,000, with the City share being \$16,500. City staff recommends awarding the contract to DBI.

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**INTEROFFICE MEMORANDUM**

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**TO:** KELLY PASSAUER, ASSISTANT CITY MANAGER  
**FROM:** MICHAEL H. CONWAY, CONSULTANT  
**SUBJECT:** AWOS III PT REPLACEMENT SYSTEM – KANSAS AIRPORT IMPROVEMENT GRANT  
**DATE:** 11/02/2016  
**CC:**

---

The grant for this project was submitted February of 2015. This was a 90% KDOT share and 10% City share for total project cost of \$165,000. Local share for this project will be \$16,500.00. We have received a proposal from DBI for replacement of the AWOS System for the Independence Airport. I have had Lochner review the proposal and they agree with the equipment. I have also contacted the electrician that we use for the airport projects to confirm that our electrical service is sized appropriately for this new equipment.

DBI is an approved contractor and equipment supplier through KDOT Division of Aviation. The City has also received a fully executed grant from KDOT for this project. Please see attached.

Fully Executed Grant

Scope of Work

Project Location

It is my recommendation that the contract should be awarded to DBI for construction and installation of the AWOS System.

Dwight D. Eisenhower State Office Building  
700 S W Hamson Street  
Topeka, KS 66603-3745

Richard Carlson, Interim Secretary  
Merrill E. Atwater, Director



Phone: 785-296-2553  
Hearing Impaired - 711  
kdotaviation@ksdot.org  
<http://www.ksdot.org>  
Sam Brownback, Governor

August 25, 2016

Mickey Webb, City Manager  
City of Independence  
120 North 6<sup>th</sup> St.  
Independence, Kansas 67037

RE: 2017 KAIP Grant

Dear Mr. Webb:

The fully executed grant for KAIP project AV-2017-06, **Upgrade to AWOS III w/PT**, is forwarded for your file.

If you have any questions about the grant or the process, feel free to contact myself or Greg Chenoweth at (785) 296-2553.

Sincerely,

A handwritten signature in black ink, appearing to read "Merrill Atwater". The signature is written in a cursive, flowing style.

Merrill Atwater  
Director

Encl: a/s

AVIATION AGREEMENT FOR EQUIPMENT AND ASSOCIATED FACILITIES

This Agreement is between the **Secretary of Transportation of the State of Kansas**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **CITY OF INDEPENDENCE, KANSAS** (the "Airport"), collectively, the "Parties."

**RECITALS:**

- A. The Airport has applied for and the Secretary has approved an Aviation facilities and equipment project to: **Upgrade to AWOS III w/PT** for the Independence Municipal Airport.
- B. The Secretary has approved the use of Kansas Airport Improvement Program (KAIP) funds from the State's General Aviation Airport Development Fund for this purpose, limited to the scope of the Project, as further described below.
- C. The Secretary and the Airport are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of the airport.
- D. The Secretary and the Airport desire to enter into this Agreement to participate in the cost of the Project by use of State funds.

**NOW THEREFORE**, the Parties agree as follows:

**ARTICLE I**

**DEFINITIONS:**

As used in this Agreement, the capitalized terms below have the following meanings:

1. **"Agreement"** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **"Airport"** means the Airport operated by the City of Independence, with the City's place of business at 120 North 6<sup>th</sup> St., Independence, Kansas 67307.
3. **"Effective Date"** means the date this Agreement is signed by the Secretary or the Secretary's designee.
4. **"KAIP"** means the Kansas Airport Improvement Program, administered by KDOT's Division of Aviation.
5. **"KDOT"** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
6. **"Non-Participating Costs"** means the costs of any items or services which the Secretary, reasonably determines are not Participating Costs.

7. **“Participating Costs”** means expenditures for items or services which are an integral part of the Project, as reasonably determined by the Secretary.
8. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Airport.
9. **“Project”** means all phases and aspects of the endeavor to be undertaken by the Airport, being as follows: **Upgrade to AWOS III w/PT**, and is the subject of this Agreement.
10. **“Secretary”** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.

## ARTICLE II

### SECRETARY RESPONSIBILITIES:

1. **Payment of Costs.** In accordance with KAIP guidelines, the Secretary agrees to reimburse the Airport ninety percent (90%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, but not to exceed **\$148,500.00** for the Project. The Secretary shall not be responsible for Project costs which exceed the Secretary’s maximum participation. The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed **\$165,000.00**. The Secretary reserves the right to retain up to five percent (5%) of the Secretary’s maximum participation until the Airport completes its obligations under this Agreement to the satisfaction of the Secretary.

2. **Reimbursement Payments.** The Secretary agrees to make such payment to the Airport as soon as reasonably possible after the Project is completed and after receipt of proper billing and certification by the Airport that the Project was completed.

3. **Verification of Project Start** – The Secretary shall not reimburse the Airport until the Secretary receives verification from the Airport that the Project is underway. Verification for the Project may consist of evidence of construction, proof of hiring consultant or contractor for the Project, or other method deemed acceptable by the Secretary’s authorized representative. Failure to submit verification that the Project has been started within two (2) years of the effective date shall result in the Secretary cancelling the Project. Permission to delay the Project start must be approved by the Secretary and evidenced by a supplemental agreement executed by both Parties.

## ARTICLE III

### AIRPORT RESPONSIBILITIES:

1. **Project Administration.** The Airport agrees to undertake the Project, which entails installation of the facilities and equipment according to FAA standards and Airport’s Project Application, which is incorporated by this reference and made a part of this Agreement. The Airport further agrees to construct/install facilities and equipment in accordance with the plans and specifications and to administer the Project and the payments due to the contractor, including the

portion of cost borne by the Secretary. The Airport will provide to KDOT's Aviation Division certification when the project is complete.

2. **Prevailing Wages.** The Airport will require the Contractor to pay prevailing wages. The Airport will incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The Airport can obtain the current wage decision from KDOT's Bureau of Construction and Materials website.

3. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act as applicable, the Airport will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Airport, the Airport's employees, agents, subcontractors or its consultants. The Airport shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

4. **Financial Obligation.** In accordance with KAIP guidelines, the Airport will be responsible for ten percent (10%) of the total actual costs Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, up to **\$165,000.00**, which is the estimated total actual costs for the Project. The Airport agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed **\$165,000.00** for the Project. The Airport agrees the total estimated local share costs associated with the Project is **\$16,500.00**. The Airport shall also pay for any Non-Participating Costs incurred for the Project.

5. **Audit.** The Airport will participate and cooperate with the Secretary in an annual audit of the Project. The Airport shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments that have been made with state funds by the Airport for items considered Non-Participating Costs, the Airport shall promptly reimburse the Secretary for such items upon notification by the Secretary.

6. **Accounting.** Upon request by the Secretary, the Airport will provide the Secretary an accounting of all actual Non-Participating Costs associated with the Project which are paid directly by the Airport to any party outside of the Secretary and costs incurred by the Airport not to be reimbursed by the Secretary. This will enable the Secretary to report all costs of the Project to the legislature.

7. **Legal Authority.** The Airport shall adopt all necessary ordinances and/or resolutions and take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

8. **Assurance Clause.** At any time that the public is not allowed access to the airport, the Airport agrees to reimburse the Secretary a prorated amount based on a ten (10) year useful life of the Project. This assurance clause will be valid and enforceable for ten (10) years from the date that the Project the FAA approves and authorizes final payment. This provision is only applicable to closure for non-airport purposes.

ARTICLE IV

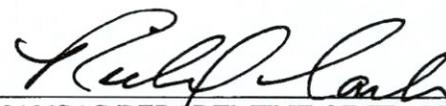
GENERAL PROVISIONS:

1. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
2. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this Agreement and made a part hereof.
3. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not be deemed to control or affect the meaning or construction or the provisions herein.
4. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Airport and their successors in office.
5. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

AIRPORT

By:   
 Name: GARY HOSSETT  
 Title: MAYOR

By:  8-25-16  
 KANSAS DEPARTMENT OF TRANSPORTATION (date)  
 Secretary of Transportation



CONTRACTUAL PROVISIONS ATTACHMENT

Important This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

- 1 **Terms Herein Controlling Provisions** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2 **Kansas Law and Venue** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3 **Termination Due To Lack Of Funding Appropriation** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4 **Disclaimer Of Liability** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K S A 75-6101 et seq.)
- 5 **Anti-Discrimination Clause** The contractor agrees (a) to comply with the Kansas Act Against Discrimination (K S A 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K S A 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U S C 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities, (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer", (c) to comply with the reporting requirements set out at K S A 44-1031 and K S A 44-1116, (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor, (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration, (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Contractor agrees to comply with all applicable state and federal anti-discrimination laws.  
  
The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
- 6 **Acceptance Of Contract** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7 **Arbitration, Damages, Warranties** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K S A 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
- 8 **Representative's Authority To Contract** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9 **Responsibility For Taxes** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10 **Insurance** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K S A 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
- 11 **Information** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
- 12 **The Eleventh Amendment** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
- 13 **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY  
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,  
49 C.F.R. Part 26 1 (DBE Program), and any amendments thereto

### NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26 1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

### CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

### Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows

- 1) Compliance with regulations. The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract
- 2) Nondiscrimination. The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
  - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C F R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate
- 8) Executive Order 12898
  - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State

**DBT TRANSPORTATION SCOPE OF WORK FOR:  
FULL AWOS INSTALLATION, CALIBRATION AND FAA  
COMMISSIONING  
INDEPENDENCE MUNICIPAL AIRPORT (IDP)**

9/16/2016

**Works to be completed by Airport prior to DBT Transportation arriving on site:**

- Completion of all works associated with the installation of the electrical service from the source location at the airport to a junction or disconnect panel located 30 feet from future AWOS tower location.
- Have telephone line installed for AWOS processor unit.

-VDP (Split System) – telephone service will terminate in building near AWOS VDP display location.

**Works to be completed by DBT Transportation:**

- Installation of all standard 4' deep foundations per manufacture and FAA specifications including all excavating and backfilling.
- Installation of permanent true north marker in relation to wind direction sensor.
- Placement of thru-foundation conduit runs, H-Frame, Rohn tower short base set per Vaisala specifications.

(exact placement is important)

- Installation of ground grid with 4 ground wires ready to be connected at specific equipment locations. Ground grid is a 20' x 20' square that surrounds the AWOS sensors and tower with 4 - 3/4" x 10'. There are ground rods at each corner with #2 bare stranded copper bonding each ground rod together with the 4 ground runs list below.

1 - #2 bare stranded copper wire with 10' or excess wire sticking out of specified conduit to be connected to ground bar kit for main electrical panel.

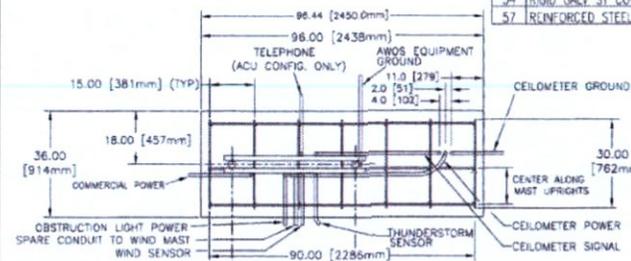
1 - #2 bare stranded copper wire with approximately 16' or excess wire sticking out of the specified conduit to be connected to the ACU enclosure.

1 - #2/0 bare stranded copper wire, going from a ground rod thru the foundation in conduit with 30' of excess wire to be clamped to tower and lightning rod.

1 - #2 bare stranded copper wire with approximately 7' or excess wire sticking out of the specified conduit to be connected to the SA20 sensor. An additional ground rod will be used and #2 bare stranded copper will be bonded to the rod and to the existing #2 bare stranded copper wire ring.

- All concrete work completed and cured.
- Assemble and wire 10m Rohn tower.
- Complete H-Frame assembly – unistrut, sensors, and enclosures.
- Complete remaining AC terminations in breaker panel.
- Install all remaining sensors.
- Connect ground wire to appropriate locations.
- Install required antenna(s) at sensor location.
- Pull sensor signal cables and terminate all connections.
- Program VHF/UHF frequencies into radio equipment.
- Install inside communications equipment including all necessary antennas and coaxial/data cables.
- Install and verify AWOS Operator Terminal (display) components.
- Calibrate all sensors and radio equipment and verify system operations.
- Provide operational/user training with site personnel.  
(This is not factory technician training)
- Landscaping is not included unless otherwise noted in contract.

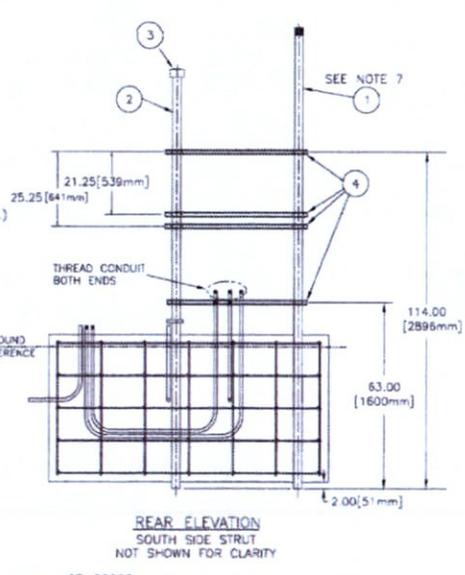
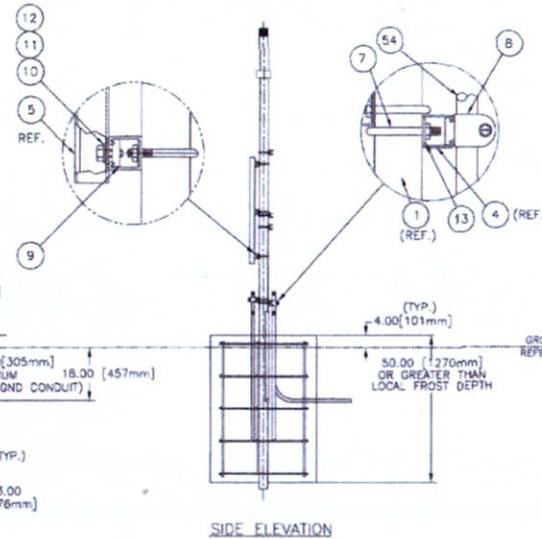
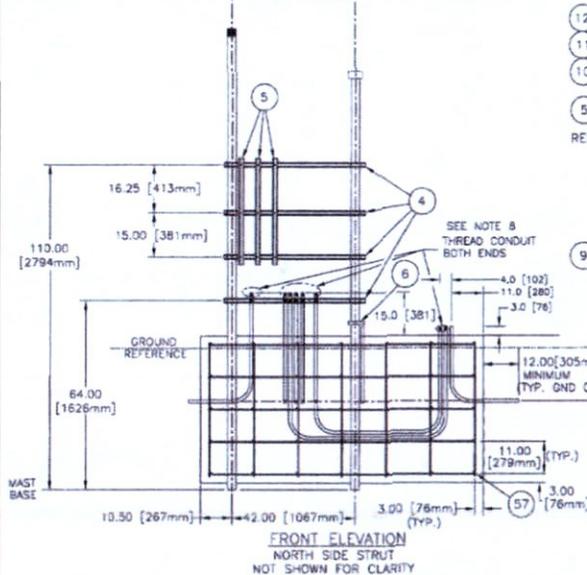
FOUNDATION TO BE ORIENTATED AS SHOWN  
DUE TO THE VISIBILITY SENSOR THE  
SUN SHOULD NOT SHINE DIRECTLY INTO THE  
RECEIVER OPTICS.



ITEMS NOT SUPPLIED BY VAISALA FOR RECTANGULAR FOUNDATION			
ITEM #	ITEM DESCRIPTION	RECOMMENDED MANUFACTURER NAME & PART NUMBER	QUANTITY REQUIRED
54	RIGID GALV. ST. CONDUIT, 3/4" DIA	ALLIED RIGID 3/4"	AS REQUIRED
57	REINFORCED STEEL BAR	RIVERVIEW STEEL INTERNATIONAL #4	277 FT.

- NOTES:
1. ALL DIMENSIONS IN ENGLISH (INCHES) AND METRIC [MILLIMETERS] UNLESS SPECIFIED OTHERWISE.
  2. PULL STRINGS SHALL BE PLACED IN ALL CONDUIT.
  3. FOUNDATION SIZE AND DEPTH MAY REQUIRE MODIFICATION DUE TO LOCAL SOIL CONDITIONS.
  4. CONCRETE SHALL BE ABLE TO WITHSTAND 3000 PSI @ 28 DAYS.
  5. CONDUIT SHALL EXIT FOUNDATION IN DIRECTION REQUIRED PER SITE.
  6. FOUNDATIONS SHALL BE LEVEL AND PLUMB.
  7. ITEM 1 & 7 SHALL BE PLUMB.
  8. SEAL CONDUIT ENDS (EXCEPT GROUND CONDUITS) TO PREVENT WATER ENTRY UNTIL SYSTEM INSTALLATION. CAP UNUSED CONDUIT RUNS AND SEAL WITH RTV SILICONE.
  9. ITEMS 8-14 ARE PART OF 02-22882.
  10. REFER TO 01-23180 FOR GROUNDING.
  11. REFER TO 01-20843 FOR SURGE ARRESTER INSTALLATION.

REVISIONS			
REV.	DESCRIPTIONS	DATE	APPROVED
00	INITIAL RELEASE ERN # 00098	06/25/97	AAA
01	ECO # A0351	07/15/97	AAA
02	ECO # A0363	07/23/97	AAA
03	ECO # A0639	05/27/98	AAA
04	ECO # A0782	10/15/98	AAA
05	ECO # A01078	12 APR 2001	BAM
D	REVISION CONVERSION	24 AUG 2001	BAM
H	ECO # A01107	16 OCT 2001	BAM
J	ECO # A01108	12 NOV 2001	BAM
K	ECO # A01114	19 DEC 2001	BAM
L	ECO212908 ADDED TO NOTE 8	22 FEB 2006	JWT
M	ECO213059 CEILOMETER CONDUIT MOD.	09 JUN 2006	JWT



COMPUTER CONTROLLED DRAWING  
DO NOT REVISE MANUALLY

-PROPRIETARY NOTICE-

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UNLESS OTHERWISE SPECIFIED

DO TWO PLACE DECIMALS ARE ± .02  
DOO PLACE DECIMALS ARE ± .010  
ANGLES ARE ± 1'

ALL DIMENSIONS IN DECIMAL INCHES  
REMOVE ALL BURRS - BREAK SHARP EDGES

DO NOT SCALE DRAWING

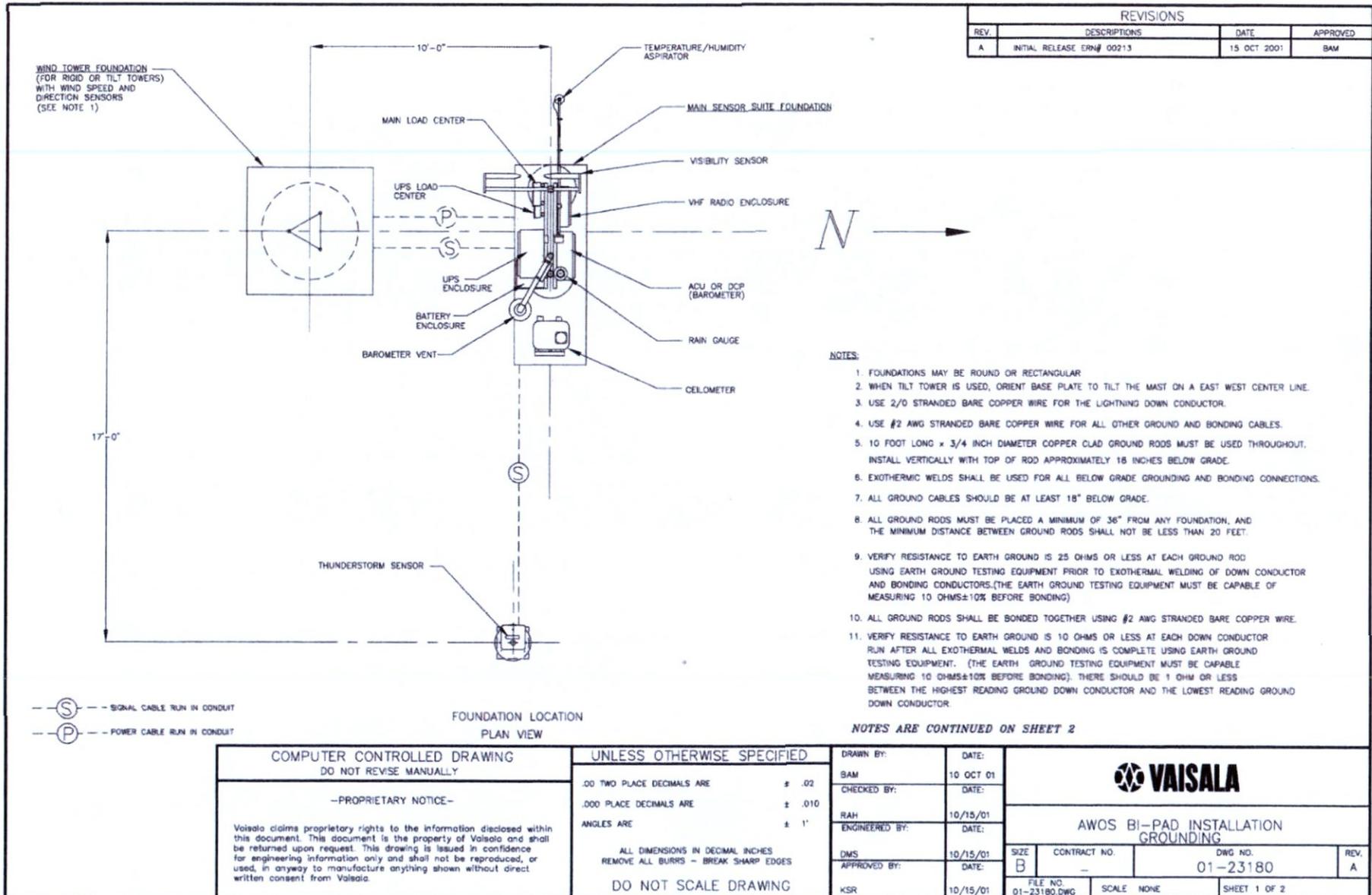
DRAWN BY: GSF  
CHECKED BY: AM  
ENGINEERED BY: TLH  
APPROVED BY: TLH

DATE: 06/24/97  
DATE: 06/25/97  
DATE: 25JUN97  
DATE: 25JUN97

03-22882

EQUIPMENT FRAME COMPLETE (BIPAD)

SIZE B	CONTRACT NO. -	DWG NO. 03-22882	REV M
FILE NO.	SCALE NONE	SHEET 1 OF 2	



REVISIONS			
REV.	DESCRIPTIONS	DATE	APPROVED
A	INITIAL RELEASE ERM 00213	15 OCT 2001	BAM

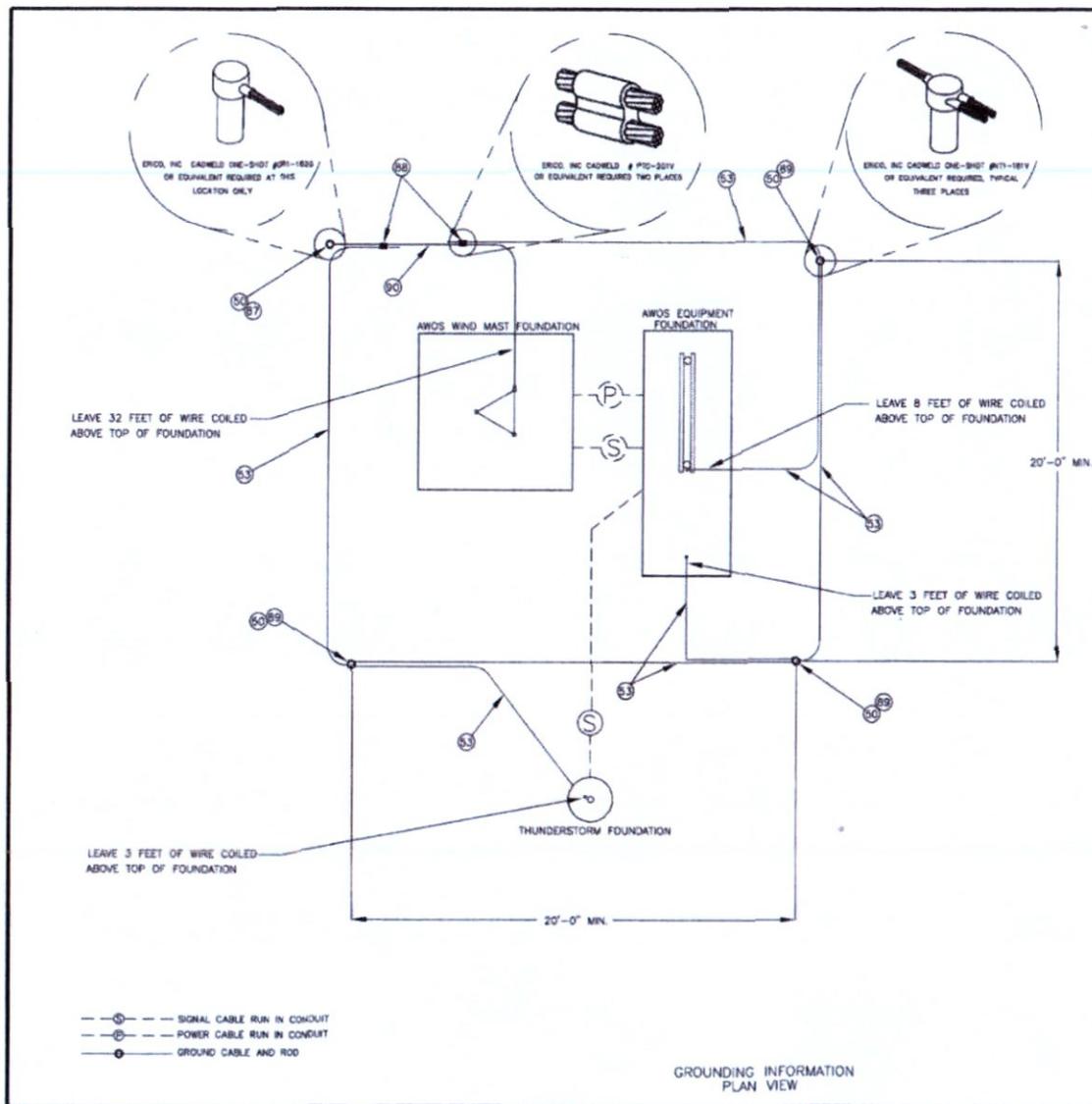
- NOTES:
- FOUNDATIONS MAY BE ROUND OR RECTANGULAR
  - WHEN TILT TOWER IS USED, ORIENT BASE PLATE TO TILT THE MAST ON A EAST WEST CENTER LINE.
  - USE 2/0 STRANDED BARE COPPER WIRE FOR THE LIGHTNING DOWN CONDUCTOR.
  - USE #2 AWG STRANDED BARE COPPER WIRE FOR ALL OTHER GROUND AND BONDING CABLES.
  - 10 FOOT LONG x 3/4 INCH DIAMETER COPPER CLAD GROUND RODS MUST BE USED THROUGHOUT. INSTALL VERTICALLY WITH TOP OF ROD APPROXIMATELY 18 INCHES BELOW GRADE.
  - EXOTHERMIC WELDS SHALL BE USED FOR ALL BELOW GRADE GROUNDING AND BONDING CONNECTIONS.
  - ALL GROUND CABLES SHOULD BE AT LEAST 18" BELOW GRADE.
  - ALL GROUND RODS MUST BE PLACED A MINIMUM OF 36" FROM ANY FOUNDATION, AND THE MINIMUM DISTANCE BETWEEN GROUND RODS SHALL NOT BE LESS THAN 20 FEET.
  - VERIFY RESISTANCE TO EARTH GROUND IS 25 OHMS OR LESS AT EACH GROUND ROD USING EARTH GROUND TESTING EQUIPMENT PRIOR TO EXOTHERMIC WELDING OF DOWN CONDUCTOR AND BONDING CONDUCTORS. (THE EARTH GROUND TESTING EQUIPMENT MUST BE CAPABLE OF MEASURING 10 OHMS±10% BEFORE BONDING)
  - ALL GROUND RODS SHALL BE BONDED TOGETHER USING #2 AWG STRANDED BARE COPPER WIRE.
  - VERIFY RESISTANCE TO EARTH GROUND IS 10 OHMS OR LESS AT EACH DOWN CONDUCTOR RUN AFTER ALL EXOTHERMIC WELDS AND BONDING IS COMPLETE USING EARTH GROUND TESTING EQUIPMENT. (THE EARTH GROUND TESTING EQUIPMENT MUST BE CAPABLE OF MEASURING 10 OHMS±10% BEFORE BONDING). THERE SHOULD BE 1 OHM OR LESS BETWEEN THE HIGHEST READING GROUND DOWN CONDUCTOR AND THE LOWEST READING GROUND DOWN CONDUCTOR.

NOTES ARE CONTINUED ON SHEET 2

---(S)--- SIGNAL CABLE RUN IN CONDUIT  
 ---(P)--- POWER CABLE RUN IN CONDUIT

FOUNDATION LOCATION  
 PLAN VIEW

COMPUTER CONTROLLED DRAWING DO NOT REVISE MANUALLY  --PROPRIETARY NOTICE--  Vaisala claims proprietary rights to the information disclosed within this document. This document is the property of Vaisala and shall be returned upon request. This drawing is issued in confidence for engineering information only and shall not be reproduced, or used, in anyway to manufacture anything shown without direct written consent from Vaisala.	UNLESS OTHERWISE SPECIFIED  .00 TWO PLACE DECIMALS ARE ± .02 .000 PLACE DECIMALS ARE ± .010 ANGLES ARE ± 1'  ALL DIMENSIONS IN DECIMAL INCHES REMOVE ALL BURRS - BREAK SHARP EDGES  DO NOT SCALE DRAWING	DRAWN BY: BAM  CHECKED BY: RAH  ENGINEERED BY: DMS  APPROVED BY: KSR	DATE: 10 OCT 01  DATE: 10/15/01  DATE: 10/15/01  DATE: 10/15/01			AWOS BI-PAD INSTALLATION GROUNDING		REV. A
			SIZE B	CONTRACT NO. -	DWG NO. 01-23180	FILE NO. 01-23180.DWG	SCALE NONE	SHEET 1 OF 2



NOTES CONTINUED FROM SHEET 1:

12. EACH EARTH GROUND DOWN CONDUCTOR SHALL BE INSTALLED WITH THE ABOVE GRADE LENGTHS AS SHOWN AND THE EXPOSED WIRE IS TO BE COILED IN A 2 FOOT MINIMUM DIA. COIL. THE COIL SHOULD BE FASTENED TO MASTS PREVENTING SHARP BENDS AND DAMAGE TO THE WIRE.
13. DE-OX GREASE SHALL BE USED ON ALL ABOVE GRADE MECHANICAL BONDING POINTS TO PREVENT OXIDATION.

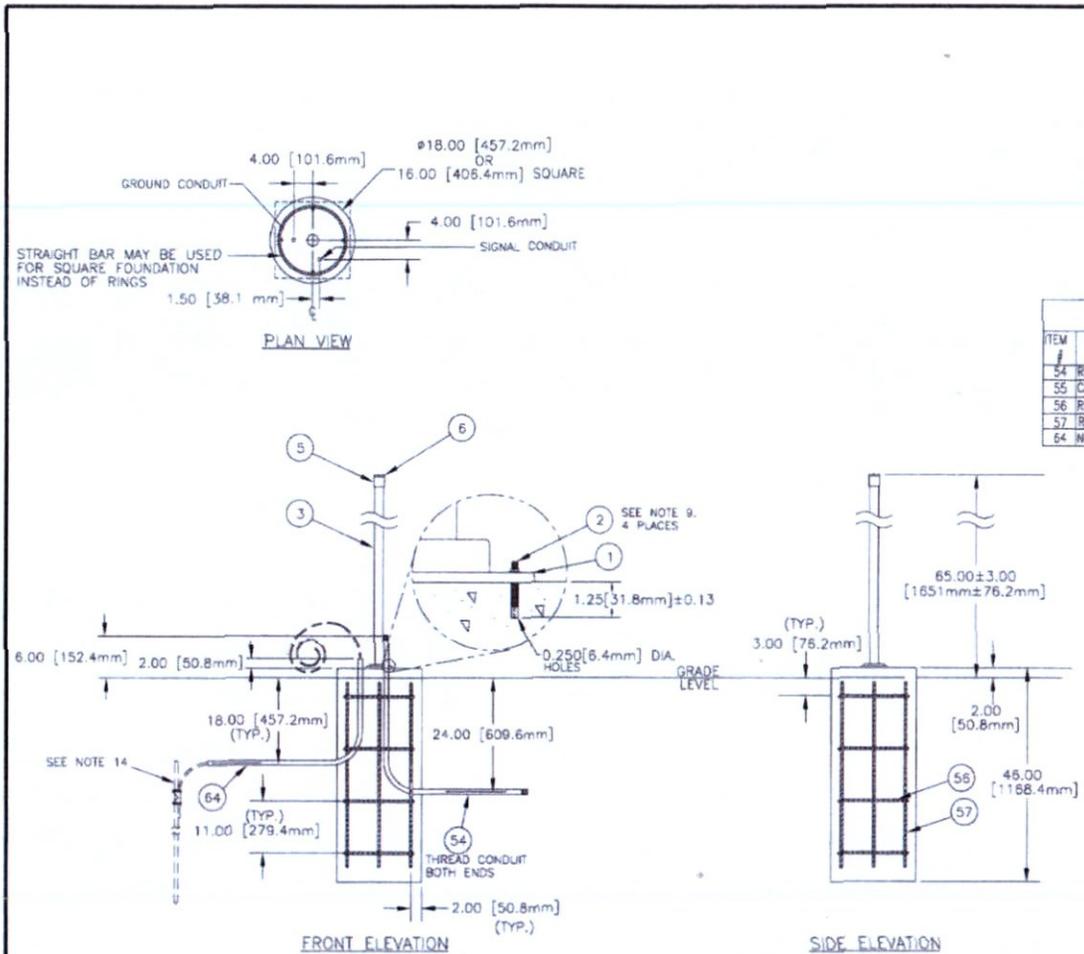
ITEMS NOT SUPPLIED BY VAISALA			
ITEM #	ITEM DESCRIPTION	RECOMMENDED MANUFACTURER NAME & PART NUMBER	QUANTITY REQUIRED
50	GROUND ROD, 3/4" DIA. X 10'	ROBBINS #B710	4 EA.
53	GROUND WIRE, # 2 AWG COPPER	ROHM #CW2ST	AS REQUIRED
87	CADWELD, ONESHOT	ERICO, INC. ONE-SHOT #R1-182G	1 EA.
88	CADWELD	ERICO, INC. CADWELD #P1C-201V	2 EA.
89	CADWELD, ONESHOT	ERICO, INC. ONE-SHOT #NT1-181V	3 EA.
90	DOWN COND., 2/0 AWG COPPER ST	NEHRING 2/0-19W	AS REQUIRED



**VAISALA**

**AWOS BI-PAD INSTALLATION  
GROUNDING**

SIZE B	CONTRACT NO. ---	DWG NO. 01-23180	REV. A
FILE NO. 01-23180-01WG	SCALE NONE	SHEET 2 OF 2	



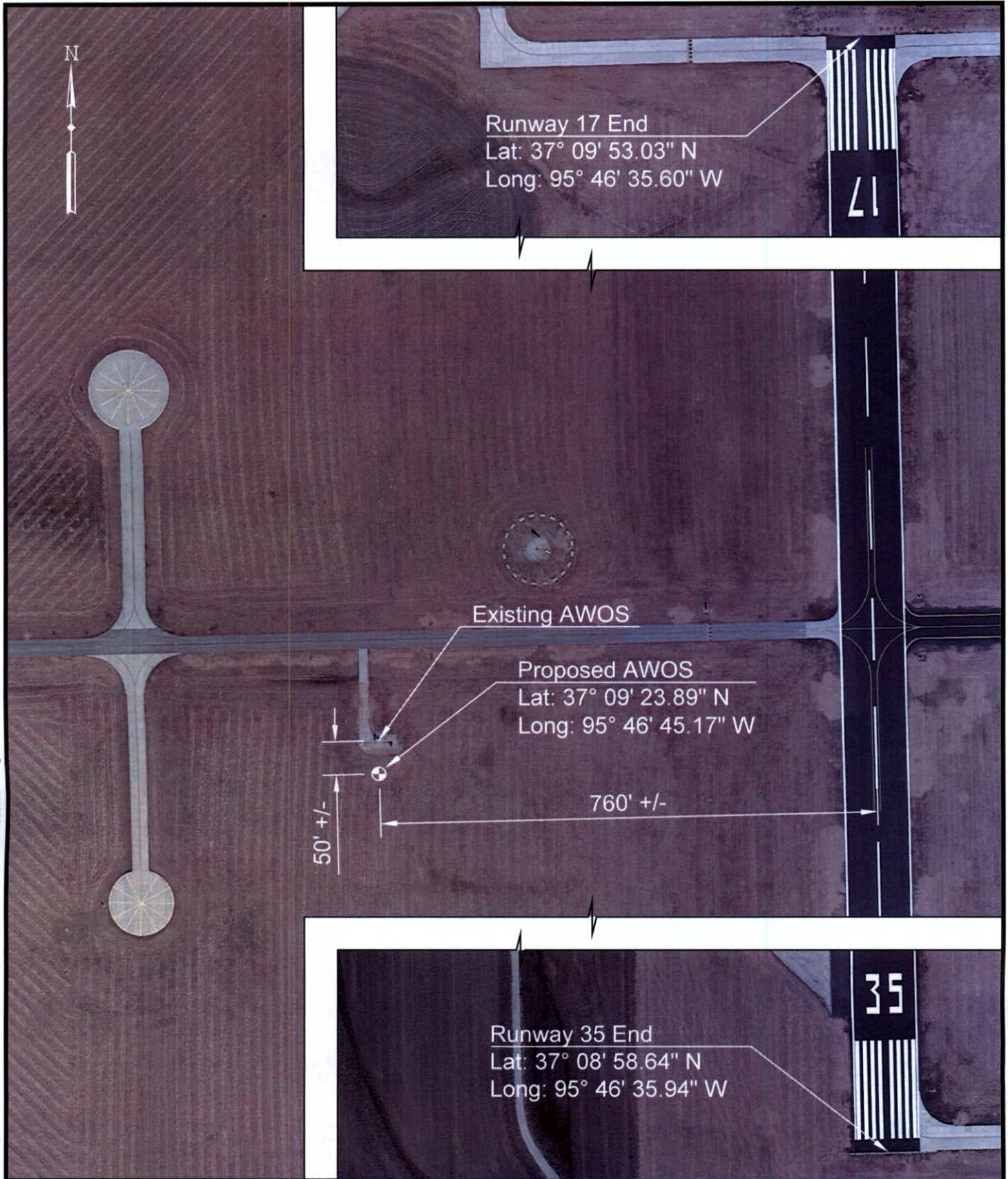
REVISIONS			
REV.	DESCRIPTIONS	DATE	APPROVED
00	INITIAL RELEASE ERN # 00175	07/26/99	BAM
01	ECO # A0888	09/08/99	TLW
02	ECO # A0974	04/19/00	BAM
03	REVISED ECO A0996	13 JUN 00	BAM
04	ECO# A01084	8 MAY 2001	BAM
F	REVISION CONVERSION	24 AUG 2001	BAM
G	ECO211028	21 JUN 2002	BAM
H	ECO212087	24 JUN 2004	JWT
J	ECO212473 - NOTE 12 MODIFIED	20 FEB 2005	JWT
K	ECO212504 - RS485 WIRE COLOR FIX	22 MAR 2005	JWT

ITEMS NOT SUPPLIED BY VAISALA			
ITEM #	ITEM DESCRIPTION	RECOMMENDED MANUFACTURER NAME & PART NUMBER	QUANTITY REQUIRED
54	RIGID GALV ST CONDUIT, 3/4" DIA	ALLEN #RIGID 3/4"	AS REQUIRED
55	CABLE TIE 9.5 LV RESISTANT	PANOUT # PLT251-CO	4 EA
56	REINFORCED STEEL BAR 1/4" DIA	PARKER STEEL INTERNATIONAL #3	4 RND./O SQ.
57	REINFORCED STEEL BAR 1/2"	PARKER STEEL INTERNATIONAL #4	0 RND./1/4" SQ.
64	NONMETALLIC TUBING 3/4" DIA	CARLOW# 15507	AS REQUIRED

- NOTES:
- BEFORE DIGGING, VERIFY THAT THE SITE PASSES SKINMAPPER NOISE LEVEL TESTS.
  - PULL STRINGS SHALL BE PLACED IN ALL CONDUIT.
  - EXISTING SOIL CONDITIONS MAY REQUIRE MODIFICATION TO THE FOUNDATION.
  - CONCRETE SHALL BE ABLE TO WITHSTAND A MINIMUM OF 3000 PSI @28 DAYS.
  - TOLERANCE = +/- 0.375 [9.5mm] UNLESS OTHERWISE NOTED.
  - CONDUIT SHALL EXIT FOUNDATION IN DIRECTION REQUIRED PER SITE.
  - FOUNDATION SHALL BE LEVEL AND PLUMB.
  - SEAL CONDUIT ENDS TO PREVENT WATER ENTRY UNTIL EQUIPMENT INSTALLATION.
  - USE ITEM 1 FOR A TEMPLATE WHEN DRILLING.
  - ITEM 3 SHALL BE PLUMB.
  - APPLY DE-OX GREASE TO ALL GROUNDING CONNECTIONS.
  - ITEMS 1,2,4-8,10,11&15 ARE PARTS OF ITEM#14 (PART#02-23040).
  - ALL DIMENSIONS IN ENGLISH(INCHES) & METRIC[MILLIMETERS] UNLESS SPECIFIED OTHERWISE.
  - REFER TO 01-23180 FOR GROUNDING.
  - ELECTRICALLY ISOLATE THE TWO WIRES ENDS OF ITEM #11 WHICH ARE NOT USED. REFER TO SHEETS 3 & 4.
  - APPLY SILICONE RTV AROUND CABLE ITEM #11 AT TOP OF CORD GRIP ITEM # 4.

COMPUTER CONTROLLED DRAWING DO NOT REVISE MANUALLY  -PROPRIETARY NOTICE-  Vaiala claims proprietary rights to the information disclosed within this document. This document is the property of Vaiala and shall be returned upon request. This drawing is issued in confidence for engineering information only and shall not be reproduced, or used, in anyway to manufacture anything shown without direct written consent from Vaiala.	UNLESS OTHERWISE SPECIFIED  .00 TWO PLACE DECIMALS ARE ± .02 .000 PLACE DECIMALS ARE ± .010 ANGLES ARE ± 1'  ALL DIMENSIONS IN DECIMAL INCHES REMOVE ALL BURRS - BREAK SHARP EDGES  DO NOT SCALE DRAWING	DRAWN BY: BAM DATE: 07/23/99	
		CHECKED BY: TLW DATE: 27 JUL 99	
		ENGINEERED BY: TLW DATE: 07/23/99	SIZE B CONTRACT NO. - DWG NO. 03-23040 REV. K
		APPROVED BY: TLW DATE: 07/27/99	FILE NO. - SCALE NONE SHEET 1 OF 4

Drawing Name: C:\Users\rdamez\Desktop\IDP - AWOS Location.dwg Oct 18, 2016 - 10:47am



**LOCHNER**

16105 W. 113th Street | Suite 107 | Lenexa, Kansas 66219  
P 816.945.5840 | F 816.945.5841

**EXHIBIT I - AWOS LOCATION**

DESIGNED BY  
**RMD**  
CHECKED BY  
**MJJ**

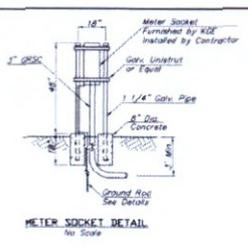
DRAWING NAME  
**IDP - AWOS Location**  
SCALE  
**1" = 200'**

PROJECT NO.  
-----  
REVISION DATE

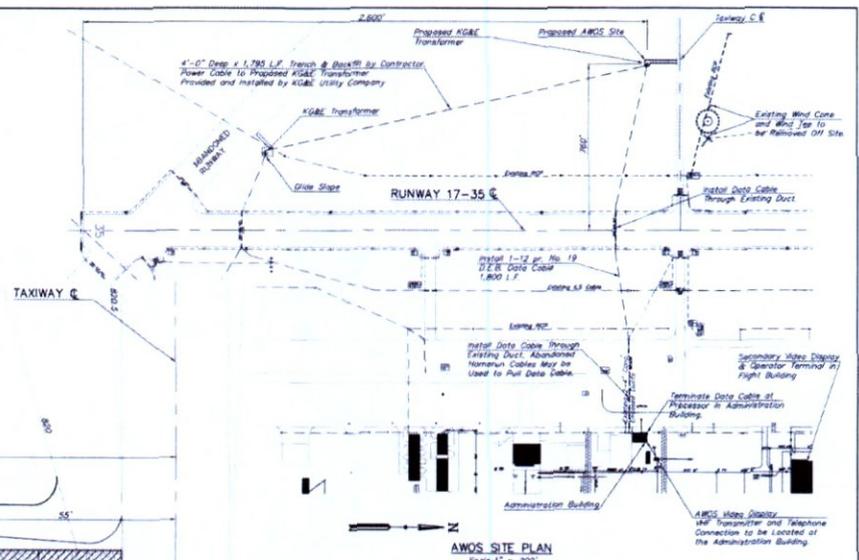
SHEET

**1**

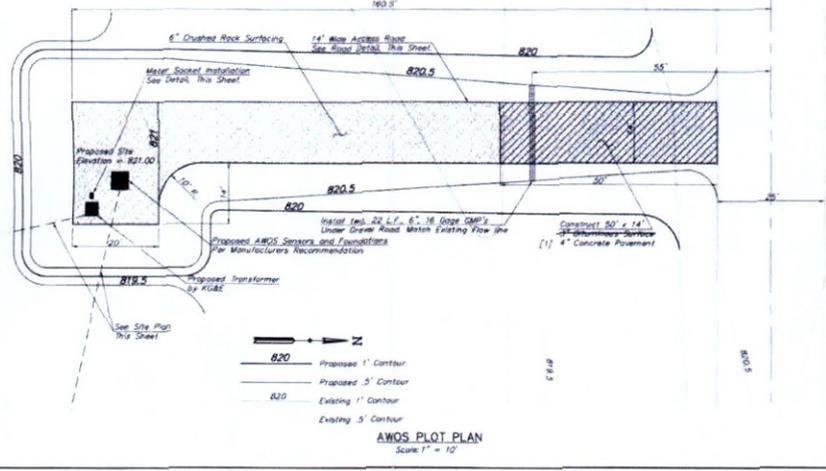
ISSUE DATE  
**10/18/2016**



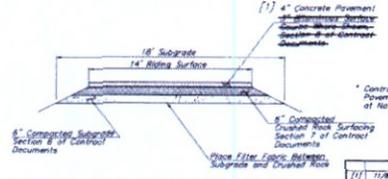
**METER SOCKET DETAIL**  
No Scale



**AWOS SITE PLAN**  
Scale 1" = 200'



**AWOS PLOT PLAN**  
Scale 1" = 10'



**ACCESS ROAD CROSS-SECTION\***  
No Scale

1/1	11/8/28	Revised Drawing	418	JAN
NO			07	04028
CITY OF INDEPENDENCE, KANSAS				
INDEPENDENCE MUNICIPAL AIRPORT				
AWOS SITE PLAN				
<b>RUCHER, WELLS &amp; RATIFF</b>				
CORPORATION				
<small>100 WEST INDEPENDENCE AVENUE, SUITE 200, INDEPENDENCE, MISSOURI 64240-3632</small>				
DESIGNED BY	JAN	10/27-12-28	ISSUED BY	A.T.P. No. 3-20-0282-25
DRAWN BY	JAN	10/27-12-28	IN CHARGE	08-08871
CHECKED BY	C.D.	10/27-12-28	SCALE AS SHOWN	1 SHEET OF 6

\* Contractor May Submit a Plan to use a P.C.C. Pavement Cross Section in lieu of Bituminous if of No Extra Cost

- g. Consider accepting a TBRA grant in the amount of \$90,000 [CITIZENS/QUALITY OF LIFE SYSTEMS].**

The Independence Housing Authority applied for and received a Tenant Based Rental Assistance Grant in the amount of \$90,000. City staff recommends accepting the grant and authorizing signing any related documents.



November 3, 2016

Micky Webb, City Manager  
City of Independence, Kansas  
811 West Laurel  
Independence, KS 67301

Dear Mr. Webb,

Kansas Housing Resources Corporation has awarded the City of Independence, Kansas with \$90,000 in Tenant Based Rental Assistance grant funds for 2016. These funds will be administered by the Independence Housing Authority as they have been since 1998. This is the 18<sup>th</sup> year in a row that KHRC has awarded the City of Independence with a Tenant Based Rental Assistance Grant. With these funds, IHA will be able to assist between 20 and 25 families over the next 24 months with their housing needs. These funds will be available for disbursement as of November 15, 2016.

Sincerely,

A handwritten signature in cursive script that reads "April Nutt".

April Nutt  
Executive Director

**HOME Investment Partnerships Program**  
**State of Kansas**  
CFDA No. 14.239

**Grant Agreement No. M-16-SG-20-0140**

**By and between the**

**Kansas Housing Resources Corporation (KHRC)**

**And**

**City of Independence, Kansas**  
**DUNS No: 073031411**

**I. Grant Agreement**

- A. This Grant Agreement, hereinafter called "Agreement" is between the **Kansas Housing Resources Corporation**, hereinafter called "**Corporation**" and **City of Independence, Kansas** hereinafter called the "Grantee." This Agreement consists of the body and the following attachment, which is incorporated herein: **Attachment A –Description of Activities**.
- B. Together, they embody the entire Agreement between the Corporation and Grantee with the respect to this grant program. All prior agreements, representations, statements, negotiations, and understandings with respect to this program are superseded hereby.

**II. Authority**

- A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title II of the *National Affordable Housing Act of 1990*, hereinafter called "the Federal Act." As provided in the Federal Act, the State of Kansas, through the Department has elected to administer the federal program of *HOME Investment Partnerships Program*, hereinafter called "HOME."
- B. The Corporation, in accordance with provisions of *K.S.A. 74-50001 et seq.*, hereinafter called "the State Act," has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's HOME Program.
- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.

**III. Description of Activities**

Grantee agrees to perform, or cause to be performed, the work specified in the Attachment A and in compliance with the requirements of 24 CFR Part 92 and all State and Corporation Tenant Based Rental Assistance program requirements and policies.

**IV. Period of Performance & Commitment**

- A. The period of performance for all activities assisted by this Agreement shall commence on **November 15, 2016**, hereinafter called the "Commencement Date," and shall be complete on **November 1, 2019**, hereinafter called the "Completion Date," except those activities required for closeout.

- B. All FFY 2016 funds must be committed to projects according to the HOME Rule by November 1, 2018, hereinafter called the "Commitment Date."

V. Compensation

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Corporation shall provide the Grantee a total of \$90,000 in Federal HOME funds. In addition, up to 7% of the amount awarded for direct assistance may be requested for program delivery costs. The Grantee will be reimbursed according to the schedule provided for eligible costs including inspections and re-inspections, income certifications and re-certifications. No other administrative fee will be provided.
- B. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of \$90,000. Any additional funds required to complete the program activities set forth in this Agreement will be the responsibility of the Grantee.
- C. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Corporation may terminate or amend this Agreement and will not be obligated to pay the Grantee from State Revenues.
- D. The Grantee shall not anticipate future funding from the Corporation beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Corporation to expend funds beyond the termination of this Agreement.

VI. Indemnification

The Grantee shall indemnify, defend, and hold harmless the Corporation and its officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement. Grantee's liability to indemnify the Corporation and its officers and employees shall include liability arising from lead-based paint regulations found in 24 CFR 35.

VII. Obligations of Grantee

- A. All of the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractor) under the direct supervision of the Grantee and in accordance with the terms of written contracts.
- B. The grantee shall adhere to the TBRA Administrative Plan submitted by the Grantee and approved by the Corporation. Any changes to the TBRA Administrative Plan must be submitted by the Grantee and approved by the Corporation prior to implementation.
- C. A certified HQS inspector shall perform all initial, annual, periodic and/or special unit inspections. Inspections shall be in accordance with guidelines provided in 24 CFR 982.401.
- D. The grantee shall adhere to lead based paint program requirements for all units. This requirement applies to tenants requesting security/utility deposits as well as to those applying for rental assistance coupons. During initial and periodic inspections, an inspector acting on the behalf of the designated party and trained in visual assessment for deteriorated paint surfaces in accordance with procedures established by HUD shall conduct a visual assessment of all painted surfaces in order to identify any deteriorated paint (24 CFR Part 35.1215 (a)(1)). The visual assessment must take place as part of the initial and periodic inspections required by HUD. (24 CFR Part 35, Sec. 92.209(i)). TBRA funding cannot be provided until the unit passes the lead based paint visual inspection.

- E. If assisted occupancy has commenced prior to an annual or periodic inspection, and the visual inspection reveals deteriorated lead-based paint, the owner shall stabilize each deteriorated paint surface in accordance with 24 CFR Part 35.1330(a) and (b). Such paint stabilization must be completed within 30 days of notification to the owner of the results of the visual assessment. Depending upon the scope of the work undertaken to stabilize the paint, and if necessary, the owner at his/her expense, is responsible for relocating the tenants to a comparable, safe, and sanitary dwelling free of lead-based paint while the work is taking place. Paint stabilization is considered complete when clearance is achieved in accordance with 24 CFR Part 35.1340. The owner shall provide a notice to occupants in accordance with 24 CFR 35.125(b)(1) and (c) describing the results of the clearance examination.
- F. The grantee shall provide lead based paint disclosure information to all tenants and landlords. Optional blood level verification forms will be provided to tenants with children under age 6 who have selected units that were constructed prior to 1978. Addresses of tenants with children under age 6 living in pre-1978 structures will be provided to the Local Health Department quarterly. (Refer to the attached 24 CFR 35.1225)
- G. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of part or the entire program being assisted under this grant.
- H. The Grantee shall require any third party to comply with all lawful requirements necessary to ensure that the program is carried out in accordance with this Agreement.
- I. The Grantee shall adhere to the uniform administrative requirements of 24 CFR 92.505.
- J. Pursuant to the requirements of Appendix II to 2 CFR Part 200, The Grantee shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387).

VIII. **Program Costs**

- A. The Grantee, if not environmentally exempt, shall not incur costs on any program activity until the Environmental Review required by 24 CFR 58 has been completed and the Corporation has issued the "Notice of Release of Funds."
- B. Any program activities performed by the Grantee in the period between notification of award and execution of this Agreement shall be performed at the sole risk of the Grantee. In the event this Agreement is not duly executed by the Grantee, the Corporation shall be under no obligation to pay the Grantee for any costs incurred or monies spent in conjunction with program activities, or to otherwise pay for any activities performed during such period.
- C. At any time during the period of performance under this Agreement, the Corporation may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Corporation shall disallow any items of expense not determined to be allowable or are determined to be in excess of approved expenditures; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.

IX. **Drawdown of Grant Funds**

- A. The Grantee shall be entitled to drawdown funds at the time the funds are actually needed for payment. Funds are to be drawn for immediate cash needs only, as required in U.S. Department of Treasury Circular 1075. The Grantee shall not issue TBRA to a beneficiary until such time as all project set-up information has been received and entered into the Integrated Disbursement Information System (IDIS).
- B. The Grantee shall establish procedures to ensure that any funds set forth in (A) above shall be expended within fifteen (15) days of receipt of the funds in the electronic depository account.

X. **Depositories for Program Funds**

- A. The Grantee must establish, or have established, an account in a local financial institution for the receipt, deposit, and disbursement of HOME Program funds.
- B. The local account shall also be used for the deposit and disbursement of repayments of HOME funds. TBRA and security deposit program repayments of HOME funds must be refunded to the Corporation for return to HUD. Program income must be disbursed prior to requesting HOME funds from the Corporation.

XI. **Financial Management**

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds used in the HOME Program, and follow the requirements of 24 CFR 85.20 and 2 CFR 200, respectively.
- B. Grantees shall certify to the Corporation, in writing, prior to making the first drawdown of funds that the system proposed for use shall meet the following standards:
  - 1. Maintenance of separate accounting records and source documentation for the HOME Program;
  - 2. Provision for accurate, current, and complete disclosure of the financial status of the Program;
  - 3. Establishment of records of budgets and expenditures for each approved activity;
  - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
  - 5. Provision of financial status reports in the form specified by the Corporation.
  - 6. Compliance with the Corporation audit requirements (2 CFR 200 ); and,
  - 7. Consistency with generally accepted accounting principles or other basis of accounting as specified by the Kansas Department of Administration, if applicable, and 24 CFR 85.20.
- C. Grantees shall transfer to the Corporation any HOME funds on hand at the time of expiration of this Agreement, and any accounts receivable attributable to the use of HOME funds, as required in 24 CFR 92.503.

XII. **Program Income**

The Grantee shall retain any repayment, interest, and any other return on the investment of HOME funds to be used for additional eligible activities under this Agreement.

XIII. **Recordkeeping**

The Grantee shall establish and maintain sufficient records for five years to enable the Corporation to determine whether the Grantee has met the requirements of the HOME Program. The Grantee shall follow the guidelines in 24 CFR 92.508.

XIV. **Monitoring and Reporting**

- A. The Grantee shall monitor the activities of the HOME Program, including those of the contractors and subcontractors, to assure that all program requirements are being met. The Grantee shall establish and maintain a standard procedure for internal monitoring.

- B. The Grantee shall submit quarterly progress reports to the Corporation. The reporting periods consist of **October/November/December, January/February/March, April/May/June, and July/August/September**. *Quarterly Progress Reports* are to be submitted to the Corporation on or before ten (10) days after the end of each quarter (**April 10, July 10, October 10, and January 10**). A *Quarterly Progress Report* shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. A *Grant Completion Report* is required of the Grantee within 60 days of the final payment request.
- C. From time to time, as requested in writing by the Corporation, the Grantee shall submit such data and other information as the Corporation may require.
- D. Failure to report as required or respond to requests for data or information in a timely manner shall be grounds for suspension or termination of the Grant at the discretion of the Corporation.

XV. **Procurement Procedures**

- A. The Grantee shall use established procurement procedures, which reflect applicable State and local law and regulations, and the Corporation's Procedures for the establishment of procurement systems (24 CFR 84.40-84.48).
- B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.
- C. The Grantee shall abide by the requirements of 24 CFR 24.200 and 2 CFR 200 Appendix II (H) concerning debarment and suspension on procurement procedures.

XVI. **Program Closeout**

- A. Program Closeout is the process by which the Corporation determines that all applicable actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Corporation monitoring visits must be cleared prior to closeout.
- B. Program closeout will occur when all grantee projects are closed, when the *Grant Completion Report* is received within 60 days of the final drawdown, when audits for the appropriate time periods have been conducted, and when the audit reports have been submitted and accepted by the Corporation.

XVII. **Termination for Convenience**

- A. The Corporation or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.
- C. If a project is terminated before its completion, an amount equal to the HOME funds disbursed for the project must be paid by the HOME recipient to its HOME Investment Trust Fund. Such Funds are due to the Corporation within 30 days of the date of project cancellation. Such funds shall be returned to HUD by the Corporation in compliance with HUD Notice CPD 92-18, issued June 9, 1992.

XVIII. **Suspension or Termination-for Cause**

- A. The Corporation may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee, withhold further payments or prohibit the Grantee from incurring

additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Corporation to terminate the grant.

- B. The Corporation, after reasonable notice following procedures pursuant to Section XVIII (A) of this Agreement, may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Corporation shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date.

**XIX. Audit Requirements**

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the organization/grant. All audits must be performed by an independent auditor. The audit period is identical with the Grantee's regular fiscal year. The audit(s) shall be conducted in accordance with the requirements set forth in 2 CFR 200.
  - 1. If the Grantee expends \$750,000 or more of federal awards during the local fiscal year, a single audit is required in accordance with 2 CFR 200.501.
  - 2. If the Grantee expends more than \$25,000 but less than \$750,000 of federal awards during the local fiscal year, the grantee has the option of a single audit, or a program-specific audit conducted on a fiscal year basis, as required in 24 CFR Part 84.26 and 85.26. The program-specific audit must include a schedule of expenditures of federal awards.
- C. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than nine months after the end of the audit period unless agreed to by the Corporation.
- D. If any expenditures are disallowed as a result of an audit, the obligation for reimbursement to the U.S. Treasury shall rest with the Grantee.

**XX. Retention of and Access to Records**

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Corporation's Procedures and in accordance with 24 CFR 85.42 and 24 CFR 92.508.
- B. Authorized representatives of the Corporation, the Division of Legislative Post Audit, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and receipt of assistance under the HOME Program as may be necessary to make audits, examinations, excerpts, and transcripts.
- C. Any contract or agreement entered into by the Grantee shall contain language comparable to subsection (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

**XXI. Conflict of Interest**

- A. In the procurement of supplies, equipment, construction, and services by Grantees and subgrantees, the conflict of interest provisions at 2 CFR 200.112, and 24 CFR 85.36, respectively, shall apply. In all cases not governed by the provisions of said circular and regulation, the provisions of subsection (B) and 24 CFR 92.356 (b) shall apply.
- B. No member of the Governing Body, officers or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this

Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.

- C. The Grantee shall incorporate, or cause to be incorporated in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.
- D. The Grantee shall not employ, nor shall permit any third party to employ, any employee of the Corporation.

## XXII. Equal Opportunity

In addition to all equal opportunity provisions and the Assurances incorporated by the reference herein, the Grantee agrees to comply with all the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provision to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties. Grantee will conduct and administer the grant in conformity with 24 CFR 92.350.

## XXIII. Lobbying

The undersigned certifies, to the best of his or her knowledge and belief that:

1. No appropriated federal funds have been paid, or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit *Disclosure Form to Report Lobbying* (Standard Form-LLL), in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

## XXIV. Waiver of Enforcement

No waiver by the Corporation of the right to enforce any provision of this Agreement shall be deemed a waiver of the right to enforce each and all the provisions hereof.

## XXV. Revisions and Amendments and Approvals

- A. Any changes to this Agreement shall constitute an amendment.
- B. The Grantee shall notify the Corporation if, through the use of other funds, there is an intention to expand, enhance, or add to the scope of the program, covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas, or activities of this program. The Corporation reserves the right to require an amendment to this Agreement if such is deemed necessary.

C. Amendments of the terms of this Agreement shall not become effective unless reduced to writing, numbered, and signed by the Corporation and the duly authorized representative of the Grantee.

**XXVI. Contractual Provisions Attachment**

The provisions found in Contractual Provisions Attachment, which is attached hereto.

Dated by the Corporation this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**KANSAS HOUSING RESOURCES CORPORATION**

By: \_\_\_\_\_  
Dennis L. Mesa  
Executive Director  
Kansas Housing Resources Corporation

Notary Public:  
State of Kansas            )  
                                          ) ss.  
County of Shawnee        )

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

**GRANTEE**

**City of Independence, Kansas**

By: \_\_\_\_\_  
Signature of Authorizing Official

\_\_\_\_\_  
Printed Name and Title of Authorizing Official for Grantee

Notary Public:  
State of Kansas            )  
                                          ) ss.  
County of \_\_\_\_\_)

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

# Kansas Housing Resources Corporation

## Home Investment Partnerships Program Authorized Signature Designation Form

City of Independence, Kansas

Organization Name

120 North 6th Street, Independence, KS 67301

Address

M-16-SG-20-0140

Grant Number

Agency Tax ID Number

Authorizing Official Signature

Date

Title

e-mail Address

The following person(s) are approved to sign any request or reports submitted to the KHRC relative to the HOME TBRA Program.

1.

Print Name

Signature

Title

e-mail address

2.

Print Name

Signature

Title

e-mail address

3.

Print Name

Signature

Title

e-mail address

## **Public Hearing**

### **h. Public hearing to consider condemnation of 309 Cypress as dangerous and unsafe [CITIZENS].**

After the public hearing, the Commission will need to determine if they wish to proceed with condemnation. If so, the motion would be to adopt a resolution condemning the property and providing a certain number of days to diligently pursue repair or removal.

Jennifer D. Rutledge  
Director of Finance - City Clerk  
City Hall – 811 W Laurel Street  
Independence, Kansas 67301  
620-332-2505      Cityclerk@independenceks.gov

September 28, 2016

Arks, LLC  
305 N Neosho St.  
Cherryvale, KS 67335

**Re: 309 Cypress, Independence, KS**

To Whom It May Concern:

This letter is to inform you that the City Commission has scheduled a public hearing to consider the above property as dangerous and unsafe at their November 10, 2016 meeting. The Commission meets at 5:30 pm in the Veterans Room at Memorial Hall.

Sincerely,

**THE CITY OF INDEPENDENCE, KANSAS**

A handwritten signature in black ink that reads "Jennifer D. Rutledge". The signature is written in a cursive style with a long horizontal flourish at the end.

Jennifer D. Rutledge  
Director of Finance - City Clerk

Cc: FirstOak Bank











**Items for Commission Action**

**i. Consider bids received for removal of the following previously condemned properties [CITIZENS]:**

- 1. 508 S. 16<sup>th</sup>**
- 2. 804 W. Main**
- 3. 601 S. 1<sup>st</sup>**
- 4. 609 E. Poplar**
- 5. 625 N. 16<sup>th</sup>**

The City received bids for removal of the above properties on November 3, 2016. Only one bidder, JRB, provided bids as follows:

<b>Address</b>	<b>JRB</b>
508 S 16th	\$5,800.00
804 W Main	\$5,800.00
601 S 1st	\$3,200.00
609 E Poplar	\$3,400.00
625 N 16th	\$3,800.00
<b>Total</b>	<b>\$22,000.00</b>

City staff recommends awarding the bids to JRB as noted in the above table.



JRB Industries Inc

PO Box 603

Parsons, KS, 67357

11/3/2016 - 10:19 Am

Received by:  
Jessica Gaines

" Building  
Demolition  
Bid "

2:00 PM 11/3/16

City Clerk  
811 W. Laurel  
Independence KS  
67301

- j. Consider setting the date of January 26, 2017 for public hearings to consider condemnation of the following properties as dangerous and unsafe:**
  - 1. 909 E. Hill**
  - 2. 412 N. 19<sup>th</sup>**

The Building Inspector will review the above properties at the meeting for consideration of setting public hearings to consider condemnation as dangerous and unsafe.

**RESOLUTION NO. 2016-060**

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 22<sup>nd</sup> of September, 2016, 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:

Common Address: 909 E Hill

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, January 26<sup>th</sup>, 2017 before the Governing Body of the City of Independence, Kansas, at 5:30 p.m., in the Veterans Room, Memorial Hall, Penn Ave. and Locust Streets, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

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

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

Adopted this 10<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Director of Finance - City Clerk









**RESOLUTION NO. 2016-061**

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 22<sup>nd</sup> of September, 2016, 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:

Common Address: 412 N 19TH

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, January 26<sup>th</sup>, 2017 before the Governing Body of the City of Independence, Kansas, at 5:30 p.m., in the Veterans Room, Memorial Hall, Penn Ave. and Locust Streets, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

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

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

Adopted this 10<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Director of Finance - City Clerk









**k. Consider final assessed valuation and final mill levy [CITIZENS].**

Attached is a memo from the Finance Director/City Clerk regarding her recommendation regarding the final assessed valuation and final mill levy.



November 4, 2016

TO: City Commission and City Manager  
RE: Final Assessed Valuation

The final assessed valuation for the 2017 budget is \$50,579,196. This amount is \$337,306.00 less than the estimate of \$50,916,502 used in the published budget.

Staff's recommendation is to accept the final levy of 52.614 mills as provided by the county based on the final assessed valuation of \$50,579,196. This is an increase of .348 from the published mill rate of 52.266.

The mill rate will generate estimated ad valorem taxes of \$2,661,195.

**CHARLOTTE SCOTT SCHMIDT**  
 COUNTY CLERK  
 MONTGOMERY COUNTY  
 P.O. BOX 446  
 INDEPENDENCE, KANSAS 67301  
 330-1200

City Independence DATE October 13, 2016

In accordance to K.S.A. 79-1965 as Amended by 1981 House Bill 2329. The final rate levies on the Ad Valorem tax needed to finance the budget as published is determined by the final assessed valuation.

In the event the County Clerk determines it is necessary to change any amount of Ad Valorem tax to be levied in the budget so certified, the County Clerk shall give ten days notice to the taxing subdivision affected, prior to making the change.

	ESTIMATED LEVY	FINAL LEVY
General Operating	30.694	30.898
Bond & Interest	2.353	2.369
Noxious Weed		
Employees Benefit	12.882	12.968
Library	4.764	4.796
Industrial	0.196	0.197
Special Liability	1.377	1.386
Law Enforcement, Fire & Ambulance Equipment		
Library Employee Benefits		
<b>TOTAL</b>	<b>52.266</b>	<b>52.614</b>

\*Rates per \$1,000.00

Estimated Assessed Valuation for Budget \$50,916,502

Final Assessed Valuation for Final Levy \$50,579,196

I, Charlotte Scott Schmidt, County clerk of Montgomery County, State of Kansas, do hereby certify the above levies.

Dated at Independence, Kansas, this 13th day of October 2016.

(SEAL)



*Charlotte Scott Schmidt*

Charlotte Scott Schmidt, County Clerk  
 MONTGOMERY COUNTY, KS.

**1. Consider a request to override the State Historic Preservation Office for a project at 117 N. Penn in the downtown historic district [BUSINESS & INDUSTRY/CITIZENS].**

Attached is a letter from Jennie Chinn, State Historic Preservation Officer (SHPO) in regards to the review of a project to alter and/or improve a contributing building in the Downtown Historic District which is on the National Register. The property owner is requesting that the Commission consider overriding the SHPO. In order to do that, after investigation and a public hearing the Independence City Commission must find no alternatives and verifies that all planning has been done to minimize harm to this building and its neighbors. The city is then required to give five days' notice of such determination to the SHPO before issuing the permit for work.

## Kelly Passauer

---

**From:** Don Cushing  
**Sent:** Thursday, November 03, 2016 4:07 PM  
**To:** Kelly Passauer  
**Cc:** Jennifer Beurskens-Everitt  
**Subject:** Fwd: 117 North Penn (16-11-037)

Kelly,

Dr. Beurskens-Everitt wishes to be placed on the agenda of the upcoming Commission meeting. Thanks, Don  
----- Forwarded message -----

**From:** Jennifer Beurskens-Everitt <[jenbdds@gmail.com](mailto:jenbdds@gmail.com)>  
**Date:** Thu, Nov 3, 2016 at 2:57 PM  
**Subject:** Re: 117 North Penn (16-11-037)  
**To:** Don Cushing <[inspector@independenceks.gov](mailto:inspector@independenceks.gov)>

I have decided to go ahead and ask to be out on the Commission Meeting agenda. I meet with my attorney Monday morning and if he advises me differently, then I will call to cancel. I may as well fight this in as many ways as possible. Thanks.  
Jennifer

Sent from my iPhone

On Nov 3, 2016, at 12:46 PM, Don Cushing <[inspector@independenceks.gov](mailto:inspector@independenceks.gov)> wrote:

Okay I will wait to hear on that, you can always speak with Jeff Chubb on this as well. Thank you, Don

---

**From:** Jennifer Beurskens-Everitt [mailto:[jenbdds@gmail.com](mailto:jenbdds@gmail.com)]  
**Sent:** Thursday, November 03, 2016 12:07 PM  
**To:** Don Cushing <[inspector@independenceks.gov](mailto:inspector@independenceks.gov)>  
**Subject:** Re: 117 North Penn (16-11-037)

I have been advised to hire an attorney. I will speak with him and decide how to proceed. Thank you.

Jennifer

Sent from my iPhone

On Nov 3, 2016, at 9:58 AM, Don Cushing <[inspector@independenceks.gov](mailto:inspector@independenceks.gov)> wrote:

Jennifer,

Here are the comments from the Kansas Historical Society. Please review and let me know if you would like to be put on the agenda for the next Commission Meeting. Thank you, Don

---

**From:** Lauren Jones [mailto:[ljones@kshs.org](mailto:ljones@kshs.org)]  
**Sent:** Wednesday, November 02, 2016 5:38 PM  
**To:** Don Cushing <[inspector@independences.gov](mailto:inspector@independences.gov)>  
**Cc:** Katrina Ringler <[kringler@kshs.org](mailto:kringler@kshs.org)>; Kelly Passauer <[kellyp@independences.gov](mailto:kellyp@independences.gov)>  
**Subject:** Re: Fwd: Re: 117 North Penn (16-11-037)

Don,

Attached is our response to this request. I will be out of the office tomorrow (Thursday), so if you have questions, please direct them to Katrina. I will be available again on Friday, but I will try to check my email while I'm out. I'm unsure if the meeting you already had to approve these plans can be considered the investigation/approval required by the Kansas Preservation Act, or if you will need to convene again on this matter. Katrina is more knowledgeable in the finer points of the law.

Thanks,

Lauren Jones  
Review and Compliance Coordinator  
Kansas Historical Society  
6425 SW 6th Avenue  
Topeka KS 66615-1099  
[785-272-8681](tel:785-272-8681) x 225  
[785-272-8682](tel:785-272-8682) fax

On 10/31/2016 4:01 PM, Katrina Ringler wrote:

Katrina L. Ringler  
Preservation Office Supervisor  
Kansas State Historical Society  
6425 SW 6th Ave., Topeka KS 66615-1099  
[785-272-8681](tel:785-272-8681) ext.215

Like us on Facebook (<https://www.facebook.com/KSHPO>)  
Follow us on Twitter (@kansashistory) and Instagram  
(kansas\_history)

----- Forwarded Message -----

**Subject:**Re: 117 North Penn

**Date:**Mon, 31 Oct 2016 15:58:18 -0500

**From:**Don Cushing <[inspector@independenceks.gov](mailto:inspector@independenceks.gov)>

**To:**Katrina Ringler <[kringler@kshs.org](mailto:kringler@kshs.org)>

**CC:**Kelly Passauer <[kellyp@independenceks.gov](mailto:kellyp@independenceks.gov)>

Katrina,

Here is the information provided to me for the facade renovation for Dr. Jennifer Beursken's building at 117 N. Penn Ave., Independence, KS 67301. I am including the drawings and notes from the architect along with the breakdown of work provided by the contractor and his drawings. Please let me know your findings and comments on this project. The owner is very anxious to begin as you know. Could you advise what if any work could be done as they await your findings. I am waiting to issue the building permit pending your review. Thank you for your time today to review the history and the process for this project and I look forward to hearing from you soon. Thank you, Don Cushing

On Mon, Oct 31, 2016 at 2:42 PM, Katrina Ringler

<[kringler@kshs.org](mailto:kringler@kshs.org)> wrote:

Ken,

Thank you for this. We will include this with the project file once a request for review is received.

As I mentioned on the phone, my concern with this kind of formal review by the Independence preservation commission is that I think property owners may be confused by it. In most cases involving projects in the downtown historic district, the local commission has no review authority under the local preservation ordinance (downtown is not a local historic district, correct?) nor under the state preservation law (the city does not have an agreement with us). I recommend making sure reviews in the future are less formal (unless they are truly being triggered by a specific law) and clarifying why the review is happening. If the review and discussion is just done as a recommendation / comment to the SHPO for purposes of the state law, be sure that is noted.

We look forward to seeing the permit application information from the city soon.

Thank you,  
Katrina

Katrina L. Ringler  
Preservation Office Supervisor  
Kansas State Historical Society  
6425 SW 6th Ave., Topeka KS 66615-1099  
[785-272-8681 ext.215](tel:785-272-8681)

Like us on Facebook (<https://www.facebook.com/KSHPO>)  
Follow us on Twitter (@kansashistory) and Instagram  
(kansas\_history)

On 10/31/2016 1:51 PM, Ken Brown wrote:

Katrina--

Our motion stated: "Work on the storefront below the sandstone window sill of the building at 117 North Penn be approved as submitted. No other work should commence without similar drawings detailing the scope of work on other elevations." Motion passed 3-1.

Thanks - Ken

**MISSION STATEMENT:** Re-approved March 9, 2015: Independence Community College serves the best interests of students and the community by providing academic excellence while promoting cultural enrichment and economic development.

<16-11-037\_cushing.pdf>

# ***Sooner Plastering, Inc.***

11612 S 98th E Ave  
Bixby, OK 74008  
918-378-7021

Dr. Jennifer Beurskens  
117 N Penn Ave  
Independence, KS 67301

Re: Summary of Work

## **North and West Walls**

1. Power wash existing stucco
2. Adhere 1 1/2" base foam to existing wall with 3/8" notch trowel using acrylic base coat
3. Rasp and sand all base coat foam to a smooth level surface
4. Adhere 4" foam at base of wall with foam shape on top
5. Adhere 2" vertical columns 2' wide
6. Adhere 1 1/2" horizontal columns between vertical columns
7. Rasp and sand all added foam shapes
8. Apply acrylic base coat to all foam embedding fabric in base coat
9. Cover all base coat and fabric with another layer of acrylic base coat
10. Install medium swirl acrylic finish in owners choice of color to all foam base coat
11. Install new 24 guage roof cap at north wall
12. Install 24 guage metal at exposed wood where gutter attaches at west wall
13. Install new gutter and down spouts on west wall
14. Remove and replace three exterior doors

## East Wall

1. Remove, refurbish, and install existing original plaque (front bottom north end) on building
2. Remove existing wood siding on front of building and replace with OSB and apply EFIS system similar to north and west walls
3. Install cultured stone over existing brick planters by front door
4. Remove two front windows and replace with new bronze framed insulated windows

Total cost of exterior renovation \$78,885.00

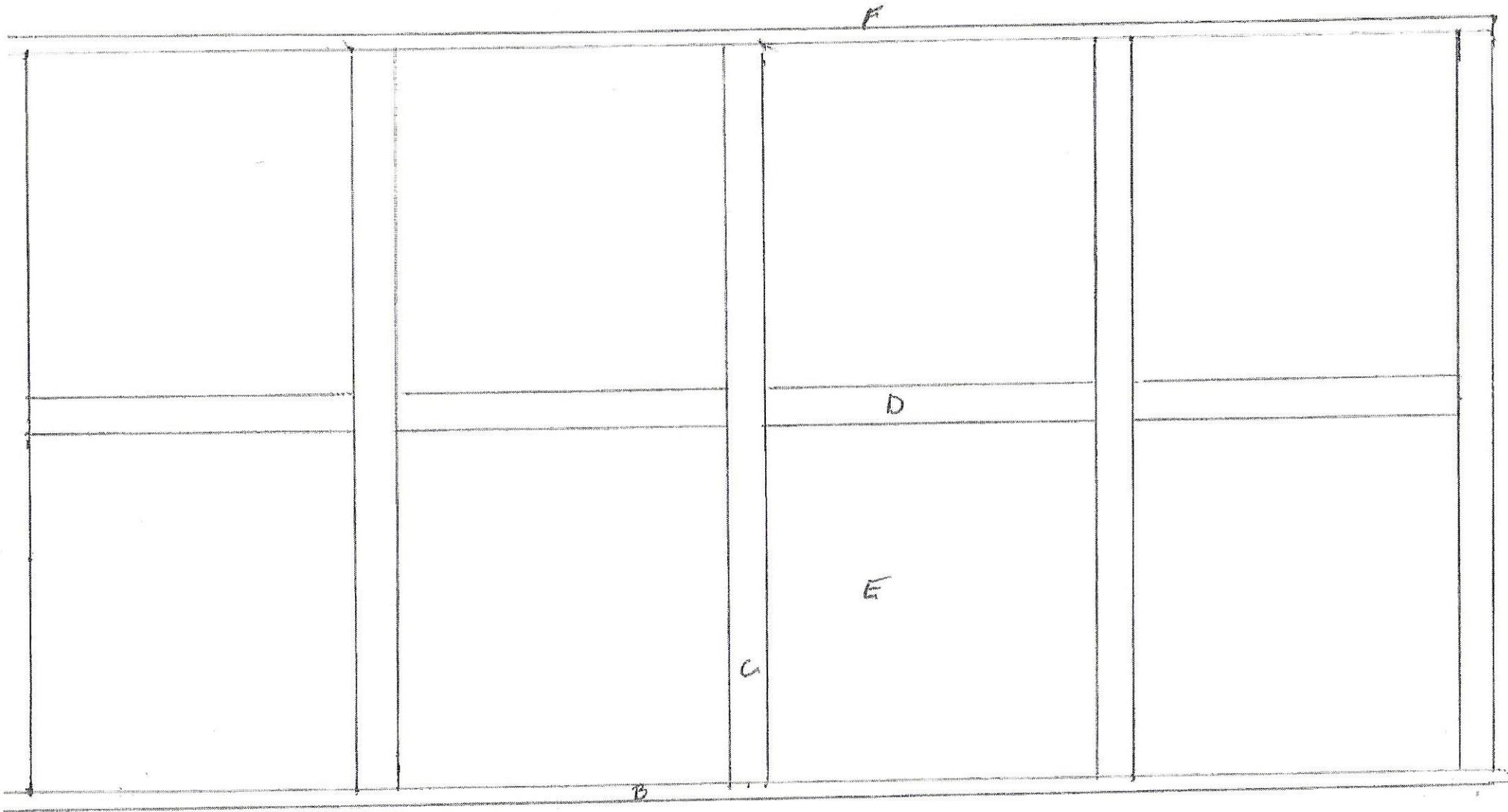


Patrick McGill

### Key for West Wall Illustration

- A. 4" foam over 1 1/2" base foam
  - 4' above parking lot at center
  - 4-5" above parking lot at ends, slope has been taken into consideration
- B. Foam coping shape at top of 4' foam
- C. 2" thick x 2' wide foam vertical column
- D. 2" thick x 2' wide foam horizontal band
- E. 1 1/2" base foam
- F. 24 guage new roof cap metal

Measurements of distances between vertical and horizontal columns and bands to be determined during construction/installation



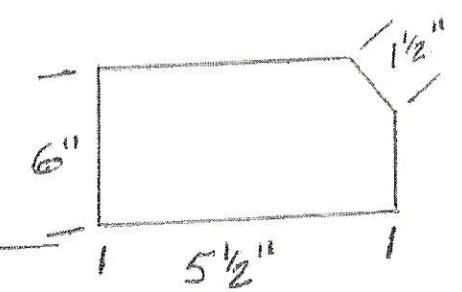
BANK PARKING LOT

24 gauge Roof Cap in A color

Typical 2" over 1 1/2" BASE FOAM Vertical & Horizontal Columns

1 1/2" BASE FOAM

FOAM SHAPE TOP OF 4" FOAM



4" FOAM OVER 1 1/2" BASE FOAM

SIDE VIEW  
BANK PERKING LOT NORTH WALL



NO WORK ABOVE BOTTOM OF  
SANDSTONE WINDOW SILL

REMOVE EXISTING CEDAR BOARD AND  
BATTEN SIDING - PREPARE FRAMING  
FOR INSTALLATION OF NEW CEMENT  
BOARD SHEATHING

REMOVE EXISTING WINDOW UNITS -  
PREPARE ROUGH OPENING FOR  
INSTALLATION OF NEW UNITS

REMOVE EXISTING WOOD SCREEN DOOR AND  
DOOR UNIT - PREPARE OPENING FOR NEW  
ADA ACCESSIBLE UNIT AS SELECTED BY  
OWNER





NO WORK ABOVE BOTTOM OF SANDSTONE WINDOW SILL

NEW E.F.I.S. SILL AND WALL PANEL TO MATCH SOUTH BUILDING'S PREVIOUS RENOVATED FACADE

OPTIONAL CANOPY THAT WOULD MATCH ADJACENT STOREFRONTS

NEW E.F.I.S. OVER NEW CEMENT BOARD SHEATHING - COLOR SELECTED BY OWNER

NEW WINDOW UNITS AND ADA ACCESSIBLE ENTRY UNIT

STONE SILL AND WALL CAP - TYPICAL

SIMULATED STONE SET IN DRY-JOINT PATTERN OVER EXISTING BRICK PLANTERS

E.F.I.S. PILASTERS OVER EXISTING MASONRY AND CAST IRON COLUMNS





6425 SW 6th Avenue  
Topeka KS 66615

phone: 785-272-8681  
fax: 785-272-8682  
cultural\_resources@kshs.org

Sam Brownback, Governor  
Jennie Chinn, Executive Director

KSR&C# 16-11-037  
November 2, 2016

Don Cushing  
City of Independence  
Via Email

RE: Proposed Rehabilitation of 117 N Pennsylvania, Independence – Montgomery County

We have reviewed the materials received on October 31, 2016 regarding the above-referenced project in accordance with the state preservation statute K.S.A. 75-2724. The law requires the State Historic Preservation Officer (SHPO) be given the opportunity to comment on proposed projects affecting historic properties or districts. Properties listed in the National Register of Historic Places and/or the Register of Kansas Places are subject to review. The SHPO is charged with determining whether or not projects will “damage or destroy” historic resources.

The proposed project is broken into two parts: the north and west walls, and the east wall of 117 N. Pennsylvania, a contributing resource to the Independence Downtown Historic District. The SHPO has reviewed the project using the Secretary of the Interior’s *Standards for the Treatment of Historic Properties, Standards for Rehabilitation*, and the accompanying Preservation Briefs that guide the implementation of these *Standards*. The proposed project will power wash the existing stucco on the north and west walls. This is potentially harmful to the existing stucco, a character-defining feature, as explained in Preservation Brief #6: “Dangers of Abrasive Cleaning to Historic Buildings”. This is in violation of *Standard #7*: “Treatments that cause damage to historic properties will not be used.” The proposed project will also adhere foam to the side of the west and north walls. *Standard #5* indicates that “distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.” By covering the historic stucco with foam, that distinctive feature is not being preserved, and instead will likely be damaged. Based on provided information, the proposed roof caps and guttering will not damage or destroy the National Register-listed property.

On the east wall of 117 N. Pennsylvania, much of the existing storefront’s historic integrity has been compromised. Unfortunately, we do not currently know what is underneath the existing wood siding transom. If original transom windows exist, then those should be preserved, as it is part of the historic character of a commercial storefront (Preservation Brief #11: “Rehabilitating Historic Storefronts”). *Standard #2* states that “the historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.” Replacing the wood siding with EFIS will alter the features and spatial relationships that characterize this property. *Standard #6* states “Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials.” In this case, the new feature of the EFIS system does not match the old storefront in design and materials. In addition, it is unclear whether the cement board used to install the EFIS will be attached to the storefront in a reversible manner. *Standard*

#9 specifies that “Exterior alterations ... will not destroy historic materials ... that characterize the property,” in this case, the existing transom underneath the wood siding.

The SHPO has determined that this project does not meet the Secretary of the Interior’s *Standards* and will damage the National Register- listed property at 117 N Pennsylvania, a contributing resource to the Independence Downtown Historic District.

If after the investigation and public hearing the Independence City Commission finds no alternatives and verifies that all planning has been done to minimize harm to this building and its neighbors, the city is then required to give five days’ notice of such determination to the SHPO before issuing the permit for work. This notice should include a written copy of the minutes of the meeting where the project was discussed, and a copy of all relevant written information upon which the city commission based its decision. The statute allows anyone aggrieved by the governing body’s determination to file suit and have the issue decided in the courts.

In advance of the investigation and hearing, please review the Kansas Preservation Act regulations K.A.R. 118-3-1 through 118-3-16, especially the definitions in 118-3-1:

- (i) “Program includes all possible planning” means that the written evidence and materials submitted by a governmental entity to the state historic preservation officer clearly identify all alternative solutions that have been investigated, compare the differences among the alternative solutions and their effects, and describe mitigation measures proposed by the project proponent that address an adverse effect determination of the state historic preservation officer.
- (j) “Relevant factors” means pertinent information submitted by project proponents or project opponents in written form, including evidence supporting their positions. (Authorized by K.S.A. 75-2721(b); implementing K.S.A. 75-2724; effective, T-118-5-1-98, May 1, 1998; effective Oct. 23, 1998.)

Thank you for giving us the opportunity to comment on this proposal. Please submit any comments or questions regarding this review to Lauren Jones at 785-272-8681 ext. 225 or [ljones@kshs.org](mailto:ljones@kshs.org).

Sincerely,

Jennie Chinn  
State Historic Preservation Officer



Patrick Zollner  
Director, Cultural Resources Division  
Deputy State Historic Preservation Office

§ 75-2724. Government projects; existence of threat to historic property, procedure for determining; determination of whether to proceed, factors; judicial review; penalty, failure to follow procedures; delegation to cities, counties or state board of regents or institutions.

## **Kansas Statutes**

### **Chapter 75. STATE DEPARTMENTS; PUBLIC OFFICERS AND EMPLOYEES**

#### **Article 27. STATE HISTORICAL SOCIETY**

*Current through 2016 legislative session*

**§ 75-2724. Government projects; existence of threat to historic property, procedure for determining; determination of whether to proceed, factors; judicial review; penalty, failure to follow procedures; delegation to cities, counties or state board of regents or institutions**

- (a) The state or any political subdivision of the state, or any instrumentality thereof, shall not undertake any project which will damage or destroy any historic property included in the national register of historic places or the state register of historic places until the state historic preservation officer has been given notice, as provided herein, and an opportunity to investigate and comment upon the proposed project. Notice to the state historic preservation officer shall be given by the state or any political subdivision of the state when the proposed project, or any portion thereof, directly involves a historic property . Notwithstanding the notice herein required, nothing in this section shall be interpreted as limiting the authority of the state historic preservation officer to investigate, comment and make the determinations otherwise permitted by this section on a project directly involving an historic property. The state historic preservation officer may solicit the advice and recommendations of the historic sites board of review with respect to such project and may direct that a public hearing or hearings be held thereon. Any public hearing or hearings held pursuant to this subsection or held pursuant to authority delegated by the state historical preservation officer under subsection (e) or (f) shall be held within 60 days from the date of receipt of notice by the state historical preservation officer from the state or any political subdivision of the state as provided herein. If the state historic preservation officer determines, with or without having been given notice of the proposed project, that the proposed project will damage or destroy any historic property included in the national register of historic places or the state register of historic places the project shall not proceed until:
- (1) The governor, in the case of a project of the state or an instrumentality thereof, or the governing body of the political subdivision, in the case of a project of a political subdivision or an instrumentality thereof, has made a determination, based on a consideration of all relevant factors, that there is no feasible and prudent alternative to the proposal and that the program includes all possible planning to

minimize harm to such historic property resulting from such use; and

- (2) five days notice of such determination has been given, by certified mail, to the state historic preservation officer.
- (b) Any person aggrieved by the determination of the governor pursuant to this section may seek review of such determination in accordance with the Kansas judicial review act. Any person aggrieved by the determination of a governing body pursuant to this section may seek review of such determination in accordance with K.S.A. 60-2101, and amendments thereto.
  - (c) The failure of the state historic preservation officer to initiate an investigation of any proposed project within 30 days from the date of receipt of notice thereof shall constitute such officer's approval of such project.
  - (d) Failure of any person or entity to apply for and obtain the proper or required building or demolition permit before undertaking a project that will damage or destroy any historic property included in the national register of historic places or the state register of historic places shall be subject to a civil penalty not to exceed \$25,000 for each violation. The attorney general may seek such penalties and other relief through actions filed in district court.
  - (e)
    - (1) The state historic preservation officer may enter into an agreement authorizing a city or county to make recommendations or to perform any or all responsibilities of the state historic preservation officer under subsections (a), (b) and (c) if the state historic preservation officer determines that the city or county has enacted a comprehensive local historic preservation ordinance, established a local historic preservation board or commission and is actively engaged in a local historic preservation program. The agreement shall specify the authority delegated to the city or county by the state historic preservation officer, the manner in which the city or county shall report its decisions to the state historic preservation officer, the conditions under which the city or county can request assistance from the state historic preservation officer in performing certain project reviews, the length of time the agreement is to be valid and provisions for termination of the agreement. Such agreement shall provide that the state historic preservation officer shall retain final authority to implement the provisions of this act. The state historic preservation officer shall adopt any rules and regulations necessary to implement the provisions of this subsection.
    - (2) An agreement with a city or county authorized by this subsection shall not be construed as limiting the authority of the state historic preservation officer to investigate, comment and make determinations otherwise permitted by this section.

- (f) The state historic preservation officer may enter into agreements with the state board of regents or any state educational institution under the control and supervision of the state board of regents to perform any or all responsibilities of the state historic preservation officer under subsections (a), (b) and (c).

**Cite as K.S.A. 75-2724**

**History.** Amended by L. 2013, ch. 129, §4, eff. 7/1/2013.

Amended by L. 2010, ch. 17, §195, eff. 7/1/2010.

L. 1977, ch. 284, § 10; L. 1981, ch. 332, § 2; L. 1986, ch. 318, § 136; L. 1988, ch. 336, § 2; L. 1988, ch. 337, § 2; L. 1993, ch. 201, § 1; L. 1996, ch. 204, § 1; L. 1999, ch. 33, § 6; Apr. 1.

**m. Consider quotes received for replacement of the heating system at the Independence Municipal Airport round top hangar [CITIZENS].**

Attached is an email recommendation from Sean Clapp of Heckman & Associates and a copy of the quotes received to replace the heating system at the round top which has recently been leased out to a new business.

**From:** Sean Clapp  
**Sent:** Monday, November 07, 2016 2:37 PM  
**To:** 'Kelly Passauer'  
**Subject:** RE: roundtop heating

We contacted Independence Heat & Air to inspect the existing ceiling mounted heating system at the round top in late September. During their inspection they found that each heating system has (06) 200,000btu heat exchangers for a total of (12) heat exchangers. They also determined that all of the heat exchangers were cracked making them unsafe for operation. Independence Heat & Air had one of their suppliers heating engineers meet with our office at the project site last month and we discussed two potential heating options. Option one would be to install (05) 60' long gas fired radiant tube heaters 24' off the finish floor of the building. These would be suspended off the roof structure above. Option two would be to install (04) gas fired unit heaters on steel stands, one in each corner. Option two would require that we mount the heaters on stand due to the mounting height off the ground (12').

We are recommending based on cost installation of the gas fired radiant tube heaters.

Sean A. Clapp, AIA  
**Heckman & Associates, P.A. Architects**  
P.O. Box 1314  
107 1/2 North Penn. Ave.  
Independence, KS 67301  
(620) 331-6171 phone  
(620) 331-6172 fax  
[sclapp\\_heckman@sbcglobal.net](mailto:sclapp_heckman@sbcglobal.net)  
[sean@heckmanandassociates.com](mailto:sean@heckmanandassociates.com)  
[www.heckmanandassociates.com](http://www.heckmanandassociates.com)

<b>Contractor</b>	<b>Radiant Tube Heaters - 5</b>		<b>Gas Fire Unit Heaters - 4</b>	
Independence Heating & Air	\$	18,900.00	\$	14,750.00
Eric's Plumbing	\$	6,120.00	\$	7,050.00
Volz Welding			\$	4,400.00
Electrical (est.)	\$	5,800.00	\$	6,500.00
Stand Installation Labor	\$	-	\$	1,500.00
Contingency	\$	1,500.00	\$	1,500.00
<b>Total</b>	<b>\$</b>	<b>32,320.00</b>	<b>\$</b>	<b>35,700.00</b>

- n. Consider an agreement with Mike Conway to purchase one acre in the West Laurel Industrial Park with an option for a 2<sup>nd</sup> acre [CITIZENS/BUSINESS & INDUSTRY].**

Attached is an agreement prepared by the City Attorney for sale of one acre in the West Laurel Industrial Park with an option to purchase a second acre at a later date. The City Attorney will review the agreement at the meeting.

**REAL ESTATE SALES AGREEMENT**  
**WITH PURCHASE OPTIONS**  
**AND RIGHT OF FIRST REFUSAL**

THIS AGREEMENT is entered into by and between the City of Independence, Kansas, a municipal corporation, hereafter Seller, and Conway & Ballew Enterprises, LLC, a Kansas limited liability company, hereafter Buyer.

WHEREAS, Seller is the owner of certain property located in the West Laurel Street Industrial Park described as follows:

Lot 11, West Laurel Street Industrial Park, City of Independence, Montgomery County, Kansas (hereafter Lot 11).

AND WHEREAS, Buyer wishes to initially purchase a portion of Lot 11 described as follows:

Parcel 1 - The legal description of Parcel 1 is as set forth in the certified appraisal attached hereto and incorporated herein by reference (hereafter Parcel 1).

AND WHEREAS, Buyer wishes to have an option to purchase an additional portion of Lot 11 described as follows:

Parcel 2 - The legal description of Parcel 2 is as set forth in the certified appraisal attached hereto and incorporated herein by reference (hereafter Parcel 2).

AND WHEREAS, Seller is willing to sell Parcel 1 to Buyer and give Buyer an option to purchase Parcel 2 in exchange for an option for re-purchase of the property by Seller and the granting of a right of first refusal to Seller.

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

1. Property: Seller agrees to sell unto Buyer, and Buyer agrees to purchase from Seller, Parcel 1.
2. Purchase Price: Buyer shall pay Seller a purchase price of \$9,000.00 for Parcel 1 to be paid in full at time of closing.
3. Closing: The closing date shall be on or before \_\_\_\_\_, 2016, unless otherwise mutually agreed upon by the parties. Seller shall execute and deliver a warranty deed to Buyer at time of closing.
4. Title Insurance: The parties shall furnish title insurance on Parcel 1 for Buyer. Seller shall satisfy all title requirements of the title insurance company and shall have a reasonable time within which to do so.
5. Taxes: Seller is a tax exempt entity. Any taxes due on Parcel 1 for 2015 and prior years shall be paid by Seller. Taxes for 2016 shall be prorated through date of closing. Buyer shall be responsible for payment of all taxes due on Parcel 1 after closing.
6. Buyer's Option to Purchase: Seller hereby grants Buyer an option to purchase Parcel 2 for the sum of \$10,000.00 pursuant to the following terms and conditions:

- (a) The option to purchase granted to Buyer must be exercised by Buyer on or before June 30, 2017. If the option to purchase is not exercised by that date, the option to purchase shall expire.
- (b) In order to execute the option to purchase, Buyer must give Seller written notice of his intent to exercise the option to purchase prior to June 30, 2017.
- (c) If Buyer exercises its option to purchase Parcel 2, the purchase price for Parcel 2 to be paid by Buyer to Seller shall be \$10,000.00 to be paid in full at time of closing.
- (d) The closing date for the purchase of Parcel 2 shall be a date mutually established between the parties, but in no event later than 45 days from the date Buyer gives Seller notice of its intent to exercise the option to purchase.
- (e) The same terms and conditions as to title insurance and proration of taxes that are set forth applicable to Parcel 1 shall also apply to Parcel 2.

7. Seller's Right of First Refusal: Buyer hereby grants Seller a right of first refusal to match any bona fide offer Buyer receives for the purchase of Parcel 1 and/or Parcel 2 from any third party. Seller's right of first refusal shall be exercised in the following fashion:

- (a) In the event Buyer elects to sell Parcel 1 and/or Parcel 2, and receives a bona fide offer from a third party for the purchase of the same, Buyer shall give Seller written notice of all terms and conditions of the proposed sale.
- (b) Upon the receipt of written notice of the terms and conditions of the proposed sale of Parcel 1 and/or Parcel 2 by Buyer to a bona fide purchaser, Seller shall have thirty days within which to notify Buyer of Seller's intent to exercise its right of first refusal.

- (c) Seller shall then exercise the right of first refusal by meeting all terms and conditions of the proposed sale that Buyer has with the bona fide third-party purchaser.
- (d) In the event Seller does not wish to exercise the right of first refusal, Seller shall execute an appropriate document satisfactory to the title company for the purpose of releasing the right of first refusal.

8. Seller's Option to Re-Purchase: Buyer hereby grants Seller an option to re-purchase Parcel 1 and/or Parcel 2 from Buyer under the following terms and conditions:

- (a) Parcel 1 and Parcel 2 are located within an industrial park intended for economic development for the benefit of the City of Independence. Buyer's use of Parcel 1 and Parcel 2 shall be restricted to business purposes approved by Seller which shall initially include a commercial automotive restoration and re-sale business and a manufacturing business related to Buyer's whole food products. Any other business purpose must receive prior approval from the Seller.
- (b) In the event Buyer ceases to use Parcel 1 and/or Parcel 2 for either of the above business purposes, Seller shall have the option to re-purchase Parcel 1 and/or Parcel 2 from Buyer.
- (c) The purchase price to be paid by Seller to Buyer in the event of the exercising of the purchase option by Seller shall be the actual price for Parcel 1 and/or Parcel 2 paid by Buyer, plus any actual out-of-pocket expenses paid by Buyer for any improvements made to Parcel 1 and/or Parcel 2 while under Buyer's ownership.
- (d) Seller shall also have the option to purchase Parcel 1 and/or Parcel 2 based on Seller's need for ownership relating to economic development or other public purposes. The purchase price to be paid by Seller to Buyer in the event of exercising the purchase option based on "need" shall be the appraised value of the property as determined by averaging the appraisal values of three

appraisers, one of which is designated by each party, and the two designated appraisers then designating a third appraiser.

- (e) In order to exercise his option to re-purchase Parcel 1 and/or Parcel 2, Seller must give Buyer written notice of its intent to do the same and establish a closing date mutually agreeable to both parties.
- (f) The terms and conditions relating to title insurance and proration of taxes hereinabove set forth shall be applicable to this option to purchase by Seller.

9. Expenses: Unless otherwise agreed, the party acquiring the property shall pay the cost of title insurance, and the parties shall equally split any closing costs charged by the closing agent and the cost of any appraisals referred to in paragraph 8(d) above.

10. Options to Purchase and Right of First Refusal: The options to purchase and right of first refusal set forth in this agreement shall be further memorialized by separate written documentation suitable for filing with the Montgomery County Register of Deeds in order to protect the interests of both parties.

11. Binding Effect: This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

SELLER

CITY OF INDEPENDENCE, KANSAS

By: \_\_\_\_\_  
Gary Hogsett, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Jennifer D. Rutledge, City Clerk

**BUYER**

CONWAY & BALLEW ENTERPRISES, LLC

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Michael H. Conway  
Managing Member

**o. Consider an agreement to replace the Ash Center Roof due to hail damage [CITIZENS/EDUCATION].**

Attached is an email narrative from Sean Clapp of Heckman & Associates regarding replacement of the Ash Center Roof due to hail damage. As the Commission is aware, the City entered into an interlocal agreement many years ago with the school district and Recreation Commission to share expenses relating to the Ash Center. We will review this project in further detail at the meeting.

## Kelly Passauer

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**From:** Sean Clapp  
**Sent:** Monday, November 07, 2016 11:01 AM  
**To:** 'Kelly Passauer'  
**Subject:** Ash Roof

USD 446 requested that the insurance adjuster revisit the condition of the roof to determine if more should have been paid out. The insurance adjuster and company were willing to allow the modified bitumen roof to have a coating applied to the roof only. However, in order to apply the coating properly (following the manufacturer's recommended application process) it would have required at least half of the roof to be cut and repaired prior to applying the coating. Knowing this we visited with the adjuster and he agreed that more money should be giving for the roof repair.

After the insurance company agreed to pay more towards the roof repair the school district, the recreation commission and the city had a meeting to discuss the roof. All three parties agreed that a new roof was in the best interest of all parties. They directed me to obtain roofing numbers for roof systems that the city was moving towards, specifically roof systems with longer warranty timeframes and more durable systems. All three parties also wanted to address the metal roofs that needed to be replaced as well namely the gym roof and the two entry roofs. We contacted 4 roofing companies, south roofing as well as three other companies. We specified that a Firestone Red Shield/Platinum or equivalent Carlisle Gold Seal roofing system to replace the modified roof system and we looked at two other options for the gym roof (namely a Firestone platinum or a standing seam metal roof hugger system.

After reviewing the numbers from the roofers we recommended an Eco white 90mil Platinum system for the modified roof, a roof hugger system for the gym roof and new standing seam roof for the entry roofs. We did not feel that the membrane roof for the gym roof would be appropriate due to the slope of the roof.

Sean A. Clapp, AIA  
**Heckman & Associates, P.A. Architects**  
P.O. Box 1314  
107 1/2 North Penn. Ave.  
Independence, KS 67301  
(620) 331-6171 phone  
(620) 331-6172 fax  
[sclapp\\_heckman@sbcglobal.net](mailto:sclapp_heckman@sbcglobal.net)  
[sean@heckmanandassociates.com](mailto:sean@heckmanandassociates.com)  
[www.heckmanandassociates.com](http://www.heckmanandassociates.com)





# Document A107™ – 2007

## **Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope**

**AGREEMENT** made as of the First day of November in the year Two Thousand Sixteen  
(*In words, indicate day, month and year.*)

**BETWEEN** the Owner:  
(*Name, legal status, address and other information*)

City of Independence  
City Hall  
120 N. 6th St.  
Independence, KS 67301

and the Contractor:  
(*Name, legal status, address and other information*)

Wray Roofing, Inc.  
P.O. Box 420  
North Newton, KS 67117  
Telephone Number: (316) 283-6840  
Fax Number: (316) 283-1264

for the following Project:  
(*Name, location and detailed description*)

Ash Youth Center Roof Storm Repair  
Kansas  
Replace modified roofing with 90mil EPDM. Replace metal cupola roofs with new standing seam roof. Install standing seam roofing system over existing screw down roof at gym roof.

The Architect:  
(*Name, legal status, address and other information*)

Heckman & Associates, P.A.  
P.O. Box 1314  
Independence, KS 67301  
Telephone Number: (620) 331-6171  
Fax Number: (620) 331-6172

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

## TABLE OF ARTICLES

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## EXHIBIT A DETERMINATION OF THE COST OF THE WORK

### ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 2.1** The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

Init.

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Date of commencement shall be set in a written notice to proceed

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

**Portion of Work**

**Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

### ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

*(Check the appropriate box.)*

Stipulated Sum, in accordance with Section 3.2 below

Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

*(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)*

§ 3.2 The Stipulated Sum shall be one hundred seventy four thousand two dollars and no cents (\$ 174,002.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

Roof area "A" – Existing Modified Roof: Installation of new 90mil EcoWhite Platinum Roof with new 3" Polyiso roof insulation, ½" thick ISO Recovery Board, Prefinished Coping, scupper boxes, downspouts & 30 year PH warranty

Roof area "B" – Existing Gym Roof: Install new prefinished standing seam metal roof to match existing roof color on roof hugger system with 2" batt insulation, new prefinished metal coping, wall flashing, new prefinished metal box gutters with downspouts

Roof area "C" – Entry Roofs: remove existing screw down metal roof system and install new prefinished standing seam metal roof system on approved underlayment with approved flashing.

§ 3.2.2 Unit prices, if any:

*(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)*

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Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 3.2.3 Allowances included in the stipulated sum, if any:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Allowance
------	-----------

**§ 3.3 COST OF THE WORK PLUS CONTRACTOR'S FEE**

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

**§ 3.4 COST OF THE WORK PLUS CONTRACTOR'S FEE WITH A GUARANTEED MAXIMUM PRICE**

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

**§ 3.4.3 GUARANTEED MAXIMUM PRICE**

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$ ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

*(Insert specific provisions if the Contractor is to participate in any savings.)*

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 3.4.3.3 Unit Prices, if any:

*(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.4.3.4 Allowances included in the Guaranteed Maximum Price, if any:

*(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)*

Item	Allowance
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§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Init.

**ARTICLE 4 PAYMENTS**

**§ 4.1 PROGRESS PAYMENTS**

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the 20 day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the tenth day of the next month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 4.1.4 Retainage, if any, shall be withheld as follows:

Ten percent on each application for payment

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%

**§ 4.2 FINAL PAYMENT**

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and
- .3 a final Certificate for Payment has been issued by the Architect.

§ 4.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

**ARTICLE 5 DISPUTE RESOLUTION**

**§ 5.1 BINDING DISPUTE RESOLUTION**

For any claim subject to, but not resolved by, mediation pursuant to Section 21.3, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)*

[ ] Arbitration pursuant to Section 21.4 of this Agreement

[ X ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

Init.

**ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS**

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A107–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 6.1.2 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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*(Paragraph deleted)*

*(Table deleted)*

*(Paragraph deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

§ 6.1.6 Additional documents, if any, forming part of the Contract Documents:

- .1 Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
  
- .3 Other documents:  
*(List here any additional documents that are intended to form part of the Contract Documents.)*

## **ARTICLE 7 GENERAL PROVISIONS**

### **§ 7.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

### **§ 7.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

### **§ 7.3 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

### **§ 7.4 INSTRUMENTS OF SERVICE**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

### **§ 7.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

**§ 7.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 7.5.2** The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### **§ 7.6 TRANSMISSION OF DATA IN DIGITAL FORM**

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

## **ARTICLE 8 OWNER**

### **§ 8.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**§ 8.1.1** The Owner shall furnish all necessary surveys and a legal description of the site.

**§ 8.1.2** The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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§ 8.1.3 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

#### § 8.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

#### § 8.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

### ARTICLE 9 CONTRACTOR

#### § 9.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

#### § 9.2 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

#### § 9.3 LABOR AND MATERIALS

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 9.3.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**§ 9.3.3** The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

#### **§ 9.4 WARRANTY**

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

#### **§ 9.5 TAXES**

The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

#### **§ 9.6 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS**

**§ 9.6.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 9.6.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

#### **§ 9.7 ALLOWANCES**

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall not include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, and profit.

#### **§ 9.8 CONTRACTOR'S CONSTRUCTION SCHEDULES**

**§ 9.8.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 9.8.2** The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

#### **§ 9.9 SUBMITTALS**

**§ 9.9.1** The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner

and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

**§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.**

**§ 9.10 USE OF SITE**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

**§ 9.11 CUTTING AND PATCHING**

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

**§ 9.12 CLEANING UP**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Project.

**§ 9.13 ROYALTIES, PATENTS AND COPYRIGHTS**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

**§ 9.14 ACCESS TO WORK**

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

**§ 9.15 INDEMNIFICATION**

**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

**§ 9.15.2** In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**ARTICLE 10 ARCHITECT**

**§ 10.1** The Architect will provide administration of the Contract and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to

act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.4 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.5 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.6 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.7 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.8 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 10.9 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

## ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

## ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Article 21.

§ 12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

## ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

## ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.4.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

## ARTICLE 15 PAYMENTS AND COMPLETION

### § 15.1 APPLICATIONS FOR PAYMENT

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used in reviewing the Contractor's Applications for Payment.

§ 15.1.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 15.1.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.1.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

### § 15.2 CERTIFICATES FOR PAYMENT

§ 15.2.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.2.3.

§ 15.2.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.2.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.2.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.2.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

### § 15.3 PROGRESS PAYMENTS

§ 15.3.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

§ 15.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 15.3.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

### § 15.4 SUBSTANTIAL COMPLETION

§ 15.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.4.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.4.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.4.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 15.5 FINAL COMPLETION AND FINAL PAYMENT

§ 15.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.5.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 15.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

### ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

#### § 16.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

#### § 16.2 HAZARDOUS MATERIALS

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons

resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

**§ 16.2.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

**§ 16.2.3** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

## **ARTICLE 17 INSURANCE AND BONDS**

**§ 17.1** The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 9.15. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include: (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

### **§ 17.2 OWNER'S LIABILITY INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

### **§ 17.3 PROPERTY INSURANCE**

**§ 17.3.1** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

**§ 17.3.2** The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 17.3.3 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 17.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 17.3.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

#### § 17.4 PERFORMANCE BOND AND PAYMENT BOND

§ 17.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 17.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

#### ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

## **ARTICLE 19 MISCELLANEOUS PROVISIONS**

### **§ 19.1 ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### **§ 19.2 GOVERNING LAW**

The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.4.

### **§ 19.3 TESTS AND INSPECTIONS**

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

### **§ 19.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD**

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 19.4.

## **ARTICLE 20 TERMINATION OF THE CONTRACT**

### **§ 20.1 TERMINATION BY THE CONTRACTOR**

If the Architect fails to certify payment as provided in Section 15.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

### **§ 20.2 TERMINATION BY THE OWNER FOR CAUSE**

**§ 20.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 20.2.2** When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 20.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

#### § 20.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

### ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.8 and Sections 15.5.3 and 15.5.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.3 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.4 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.5 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.6 Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.7 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**§ 21.8 CLAIMS FOR CONSEQUENTIAL DAMAGES**

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
Delbert Taylor, Vice President  
*(Printed name and title)*

# **Additions and Deletions Report for** **AIA<sup>®</sup> Document A107<sup>™</sup> – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:46:26 on 10/26/2016.

## **PAGE 1**

**AGREEMENT** made as of the First day of November in the year Two Thousand Sixteen

...

City of Independence  
City Hall  
120 N. 6th St.  
Independence, KS 67301

...

Wray Roofing, Inc.  
P.O. Box 420  
North Newton, KS 67117  
Telephone Number: (316) 283-6840  
Fax Number: (316) 283-1264

...

Ash Youth Center Roof Storm Repair  
Kansas  
Replace modified roofing with 90mil EPDM. Replace metal cupola roofs with new standing seam roof. Install standing seam roofing system over existing screw down roof at gym roof.

...

Heckman & Associates, P.A.  
P.O. Box 1314  
Independence, KS 67301  
Telephone Number: (620) 331-6171  
Fax Number: (620) 331-6172

## **PAGE 3**

Date of commencement shall be set in a written notice to proceed

...

[  ] Stipulated Sum, in accordance with Section 3.2 below

...

§ 3.2 The Stipulated Sum shall be one hundred seventy four thousand two dollars and no cents (\$ 174,002.00 ), subject to additions and deductions as provided in the Contract Documents.

...

Roof area "A" – Existing Modified Roof: Installation of new 90mil EcoWhite Platinum Roof with new 3" Polyiso roof insulation, ½" thick ISO Recovery Board, Prefinished Coping, scupper boxes, downspouts & 30 year PH warranty

Roof area "B" – Existing Gym Roof: Install new prefinished standing seam metal roof to match existing roof color on roof hugger system with 2" batt insulation, new prefinished metal coping, wall flashing, new prefinished metal box gutters with downspouts

Roof area "C" – Entry Roofs: remove existing screw down metal roof system and install new prefinished standing seam metal roof system on approved underlayment with approved flashing.

#### PAGE 5

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the 20 day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the tenth day of the next month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

...

Ten percent on each application for payment

...

[  ] Litigation in a court of competent jurisdiction

#### PAGE 6

#### § 6.1.3 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

**Section**

**Title**

**Date**

**Pages**

#### § 6.1.4 The Drawings:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Number	Title	Date
<del>§ 6.1.5 The Addenda, if any:</del>		

Number	Date	Pages
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~~Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 6.~~

PAGE 20

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Delbert Taylor, Vice President

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, John E. Heckman, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:46:26 on 10/26/2016 under Order No. 4888065265\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A107™ – 2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

## **Reports**

**p. Report on sales tax [BUSINESS & INDUSTRY].**

Attached is the latest sales tax report.

## SALES TAX HISTORY - 1 %

	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
1	158,232	140,916	146,498	165,244	160,884	181,630	201,705	152,558	67,359	167,343	162,711	169,077	165,466	155,458
2	151,009	176,067	166,871	182,981	185,327	199,899	144,792	136,232	250,458	136,299	176,956	199,950	179,589	178,180
3	128,947	142,710	135,908	138,875	141,206	165,192	191,612	167,150	160,288	145,230	143,602	169,021	150,704	150,239
4	128,973	128,427	140,937	155,336	157,074	174,007	137,899	116,224	119,846	141,493	146,406	182,580	147,971	155,915
5	152,673	137,289	152,963	183,044	192,096	186,030	128,271	157,722	159,636	168,915	164,579	191,956	161,560	175,729
6	146,069	148,170	148,202	168,831	169,904	166,816	151,571	151,557	169,314	152,648	151,693	177,528	164,169	156,021
7	132,641	157,537	156,951	166,995	172,164	184,254	184,930	143,004	145,565	161,369	196,523	175,552	175,434	167,882
8	140,358	151,963	161,778	173,475	178,065	168,942	129,632	154,606	128,836	170,140	159,740	188,894	176,702	160,338
9	151,549	157,092	149,982	157,786	164,221	193,119	150,088	151,336	151,544	158,025	157,313	173,515	176,049	164,757
10	148,659	151,601	175,105	169,630	190,604	172,784	165,215	142,166	165,656	164,058	170,125	165,823	162,530	
11	134,495	150,900	143,531	169,810	150,097	168,795	146,494	140,173	153,725	158,959	158,817	173,901	160,200	
12	150,555	150,456	152,609	149,053	159,476	160,910	174,614	142,604	177,516	145,454	192,767	159,004	175,816	
Total	1,724,160	1,793,128	1,831,335	1,981,060	2,021,118	2,122,378	1,906,823	1,755,332	1,849,742	1,869,934	1,981,232	2,126,801	1,996,191	1,464,520
Inc. over prior year		68,968	38,207	149,725	40,058	101,260	(215,555)	(151,491)	94,410	20,191	111,299	145,569	(130,610)	(531,671)
		4%	2%	8%	2%	5%	-10%	-8%	5%	1%	6%	7%	-6%	-27%
Average per/month	143,680	149,427	152,611	165,088	168,427	176,865	158,902	146,278	154,145	155,828	165,103	177,233	166,349	162,724
8 payment (s)	1,290,451	1,340,171	1,360,090	1,492,567	1,520,941	1,619,889	1,420,500	1,330,389	1,352,845	1,401,462	1,459,524	1,628,073	1,497,646	1,299,763
	75%	75%	74%	75%	75%	76%	74%	76%	73%	75%	74%	77%	75%	89%

**q. Update on City projects [CITIZENS].**

City staff will provide updates on City projects.

**r. Report on City board minutes [CITIZENS].**

Attached are minutes from the October 18, 2016 Recreation Commission meeting.

**Commission Comments**

**Public Concerns**

**Executive Session(s)**

**Adjournment**

# INDEPENDENCE USD #446 RECREATION COMMISSION

*Monthly Meeting October 18, 2016*

*Ash Youth Center*

*1501 N. 10<sup>th</sup>*

## **MEMBERS PRESENT:**

Christy Mavers  
Tony Turner  
Ron Goins  
Danny Johnston

## **OTHERS PRESENT:**

Brent Julian  
Lori Bromley  
Nick McBride  
Jim Butts  
Galen Palmer

Christy Mavers opened the commission meeting at 11:31 a.m.

## **ROUTINE**

### **Agenda**

Tony Turner moved to approve the agenda as printed. Ron Goins seconded. Motion carried 4-0.

### **Minutes**

Ron Goins moved to approve the board minutes for the September 21, 2016 board meeting. Tony Turner seconded. Motion carried 4-0.

### **Bills**

Tony Turner moved to approve the October 2016 bills and checks for payment as presented. Danny Johnston seconded. Motion carried 4-0.

### **Treasurer's Report**

Galen Palmer reported the following bank balances as of September 30, 2016: First Oak Bank – Checking: \$26,075.15; First Oak Bank – Petty Cash: \$500.00; and Equity Bank – Savings: \$62,862.24. Ron Goins moved to approve the treasurer's report as presented. Tony Turner seconded. Motion carried 4-0.

## **PROGRAM/OPERATIONS**

### **Maintenance Report**

Jim Butts answered any questions the board had on the maintenance report. A discussion was held on the new concession stand being built at the soccer complex, Ron Goins asked Jim to measure the floor area and he would look into vinyl or some other type of floor covering. Christy Mavers asked Jim if they plan to paint the concession stand and he said yes, that he and Nick planned to do so in the near future. Christy asked Jim if the winterization at Riverside Beach is complete and he stated that all is done except turning off the water.

### **Programs Report**

Nick McBride answered any questions the board had on the programs report. A discussion was held on the possibility of Tony Turner's men's ICC basketball team holding a basketball clinic at the Ash Center for the youth; Nick informed the board that IRC's season will begin on Nov. 14<sup>th</sup>, Tony stated that a Sunday would be best for his team so he would get with Nick on some dates.

### **Director's Report**

IRC Director, Brent Julian, answered any questions the board had on the director/aquatics report.

### **BUSINESS/FINANCE**

#### **RBFAC 2016 Financials**

Brent discussed the summer 2016 finances of the Riverside Beach Family Aquatic Center with the commission and handed out documentation on revenue and expenses for the season. Brent stated that he will go over the same reports with city officials when they meet in November. Christy Mavers stated that nothing in the documents looked abnormal or stood out; the commission agreed that all went well throughout the summer and they were happy with the pool staff. Brent stated that lifeguard salaries increased this year by \$5,300.00 but he supports that increase because of the importance of their qualifications. Brent stated that as in the past several years there was a significant loss at the aquatic center as they had several maintenance issues come up this summer on the facility which raised expenses, as well as the overall revenue went down \$4,500.00 from last year. Brent informed the commission that he is going to apply for a tourism grant to aid with some of the pool expenses next year. Chair person, Christy Mavers, asked Brent to let her know when the meeting with the city is scheduled as she would like to attend as well.

#### **Renewing of Insurance**

Brent reminded the board that October is the month IRC's insurance policies all renew and that the cost is approximately \$25,000.00. Brent stated that the large lump sum hurts this time of year when monies so tight anyway, but to expect that large expense by the next board meeting. Christy asked if Newkirk could split that up into two payments per year instead of one, Brent stated IRC has always paid it once per year, but it might be something to talk to Bill Newkirk about.

#### **Indoor Pool Maintenance Update**

Brent informed the board that the pool is still up and running however they could not get the stainless steel parts for the pump like Jim had hoped, they can get a bronze pool kit for the pump From Thomas Pool Company in the amount of \$1,421.00. Brent stated even that part will take several weeks to come in and in the meantime Jim is doing what he can to keep the pump running. Christy asked about the new eyelets for the lane lines that were ordered and Brent stated that they are in and Jim is working on installing them. Ron Goins moved to approve the purchase of the bronze pool kit in the amount of \$1,421.00. Tony Turner seconded. Motion carried 4-0.

#### **Executive Session**

There was no executive session

**Items from the Commission**

There were no Items from the Commission

**Agreement for Action on Items from the Commission**

No agreement for Action on Items

**Adjournment**

The meeting adjourned at 12:18 p.m.

Respectfully Submitted,

Tony Turner  
Secretary